

THOMPSON ELEVATOR INSPECTION SERVICE, INC.

830 E Rand Rd Unit 10 Mt. Prospect, Illinois 60056

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CONTRACT FOR INSPECTION SERVICES

Thompson Elevator Inspection Service, Inc. 1302 East Thayer St., Mt. Prospect, Illinois 60056, shall perform commercial and residential mechanical and electrical inspections of all safety devices and equipment, including, but not limited to, Passenger Elevators, Freight Elevators, Docklifts, Dumbwaiter, Escalator and Wheel Chair Lifts for the Village of Westmont.

Inspections will be made in accordance with the Village of Westmont or County Code or Ordinance covering operation of said elevators at the addresses given by the Building Department.

Fees to be charged will be in accordance with the Fee Schedule attached to and made a part of the Agreement; it being understood and agreed that the Schedule as shown applies to each elevator inspected.

Thompson Elevator Inspection Service, Inc. will provide all insurance necessary to cover its employees who are performing under the terms of this Agreement.

Thompson Elevator Service, Inc. shall furnish a liability insurance policy in the amount of \$1 million per person, \$1 million per accident, public liability coverage. Thompson Elevator Inspection Service, Inc. shall provide a certificate of insurance for such coverage.

At the conclusion of inspection services, a report will immediately be made to the Building Department providing the results of such inspection. The responsibility for the repair, replacement, alterations, or any other work indicated as necessary under said Inspection Report shall be the sole responsibility of the Building Owner.

It is agreed that Thompson Elevator Inspection Service, Inc. does not assume possession or control of any part of the equipment inspected, but such remains the responsibility of the owner thereof. Thompson Elevator Inspection Service, Inc. represents that it will make no examination of the equipment other than that necessary to do the work described herein and assumes no responsibility for any part of the equipment insofar as its mechanical functioning or use is concerned. Nothing in the agreement should be construed to mean that Thompson Elevator Inspection Service, Inc. assumes any liability for loss or damage because of bodily injury (including death) or property damage arising under the agreement except loss or damage directly resulting from the negligent acts or omissions of Thompson Elevator Inspection Service, Inc. or its employees, in performing the services described in this agreement. Under no circumstances shall Thompson Elevator Inspection Service, Inc. be liable for consequential damages or for damages caused by the negligence of others whether arising under contract or tort.

Thompson Elevator Inspection Service, Inc. agrees to hold harmless and indemnify the Village of Westmont for any and all acts of negligence committed by Thompson Elevator Inspection Service, Inc. which in anyway result in liability to said Village.

It is understood and agreed that completion of inspection services by Thompson Elevator Inspection Service, Inc., hereunder, and submission of its Inspection Report will constitute complete and full performance by Thompson Elevator Inspection Service, Inc. under the terms of this agreement. Thompson Elevator Inspection Service, Inc. shall have no responsibility or obligation thereafter for the performance or completion of any necessary repairs, alterations, installations, or other work indicated as necessary by such Inspection Report.

This contract may be canceled or modified by either party upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties set their hands and seals at _____, Illinois, this _____ day of _____, 20_____.

THOMPSON ELEVATOR INSPECTION SERVICES, INC.

By *Catherine Thompson*

(President)

APPROVED AND ACCEPTED:

Village of Westmont

By: _____

Its: _____

November 14, 2017

_____, 20_____