

# KYROUS REALTY GROUP, INC.

263 West 38<sup>th</sup> Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

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## Graceline Court Park – Alteration Policy (106)

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The following documents must be submitted to the office of the managing agent; Kyrous Realty Group, Inc., 263 West 38 Street, Suite 15E, New York, NY 10018.

1. Letter stating anticipated changes
2. Completed & Signed Alteration Agreement. A fully executed Agreement will be returned to you upon Board approval.
3. Signed Rider to Alteration Agreement
4. Signed Asbestos Rider
5. Signed Window Rider
6. Signed Addendum to Contract
7. Two full sets of architectural plans plus PDF drawings on a flash drive.
8. Processing Fee: \$300.00 – Please make check payable to Kyrous Realty Group, Inc. (non-refundable).
9. Alteration Deposit: An alteration deposit in the amount of \$2500.00 must be submitted with your application. The deposit will be refunded at the completion of work provided there is no damage to the common areas of the building. Please make check payable to Graceline Court Condominium. The Board reserves the right to request additional deposit based on scope of work.

Upon approval and prior to commencement of work, the following documents must be submitted.

1. Contractor's Certificate of Insurance
2. Completed Indemnification Agreement signed by contractor(s).
3. Copy of contractor(s) license for all contractors performing work in the unit.

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### Additional Terms and Conditions

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Please allow thirty (30) days for processing your application.

Work performed without pre- approval can be subject to correction or removal at the unit owners' expense.

Incomplete applications will not be processed.

GRACELINE COURT CONDOMINIUM  
OFFICE OF THE UNDERSIGNED CONDOMINIUM  
C/O KYROUS REALTY GROUP, INC.  
263 WEST 38<sup>TH</sup> STREET, SUITE 15E  
NEW YORK, NEW YORK 10022

Re: 106 West 116<sup>th</sup> Street - New York, NY 10026  
Apartment # \_\_\_\_\_

Dear

Pursuant to Article VI Section 12 of the By-Laws, this Condominium hereby grants its consent to you to perform the alterations and work in the above captioned apartment in accordance with the architectural plans of \_\_\_\_\_ consisting of drawings \_\_\_\_\_

Dated upon the understanding that:

1. You shall reimburse the Condominium and Kyrous Realty Group, Inc. for all fees in connection with the review of the architectural plans submitted by you and for subsequent or periodic inspections during or upon completion of the work.
2. You will obtain approvals from and comply with all laws, rules, regulation and ordinances or Governmental authorities and agencies, including but not limited to the Department of Buildings and the Landmarks Commission, having jurisdiction. Not more than 10 days after receipt of such approvals, deliver to the Condominium a copy of each permit and certificate issued. In addition, your architect will prepare and submit a schedule of all work to be performed by each contractor or subcontractor in the time allotted, setting forth the number of weeks and days of the various trades.
3. You will furnish to the Condominium from your contractor, subcontractor or from any other persons performing work on your behalf, certificates of insurance from comprehensive liability, bodily injury and property damage of not less than \$1,000,000. Each naming the Condominium, the Condominium Board of Managers and Kyrous Realty Group, Inc. as Managing Agent and yourself/yourselves. All employees or persons shall be covered under workmen's compensation and maintained at all times as long as your contractors or subcontractors are engaged in the performance of their work. Completed operation coverage shall be maintained for one year after all work is completed.
4. You will notify in writing the owners of apartments adjacent to, above, and below you that alterations will be performed. You will indemnify these residents from any damage whatsoever provided that owners of said apartments will permit your designated representatives to inspect the premises prior to the commencement of work. Copies of each letter will be delivered to the Managing Agent before any work commences.

In addition, you agree to indemnify and hold harmless the Condominium, the Condominium Board of Managers, its unit owners, Managing Agent, consultants and

employees, from any personal injury, liability or damage to any personal property or to any part of the building structure, its utilities, equipment or furnishings which may rise from the work being performed.

5. The work must be completed within 120 days from the date of commencement and in the event the work to be performed in the apartments is not commenced within 30 days of the date of this letter, this agreement shall become null and void. No work may be performed beyond the 120 day period without specific written consent. If such consent is granted, a penalty of \$250.00 per day will be imposed for each additional working day.
6. No work can commence before 9:00 a.m. or continue after 5:00 p.m., nor can work be performed on Saturdays, Sundays, or Holidays. If there is any interruption in the normal day-to-day operation of the building or the House Rules are violated, the Managing Agent or Superintendent has the right at its sole discretion to stop the work until the contractors have complied.
7. Your contractors will take precautions to prevent dirt and dust from permeating to other parts of the building during the progress of the alteration. All such barrels or bags, rubbish and rubble, discarded equipment, empty packing cartons and other materials will be removed from the premises daily at your expense. If you fail to remove dirt, dust, debris, rubbish or whatsoever, the Condominium shall do so at your cost and expense.
8. The work will not interfere with the normal daily operation of the building or violate the terms and conditions of the By-Laws, including the House Rules. In the event it becomes necessary to operate on an over-time basis, you agree to reimburse the Condominium for any wages or related expenses incurred. So that maximum security is provided to the entire unit owners, the Condominium at its sole discretion shall have the right to employ a uniformed, security guard on whatever days and hours that may be required at your cost and expense.
9. The use of electric hammers, electric saws or other electrical power tools which cause or may cause undue disturbance to other unit owners or residents of the building are not permitted at any time unless specifically approved by the Condominium in writing.
10. Upon completion of the alteration, your architect will furnish to the Condominium an amended Certificate of Occupancy, a Certificate of the Board of Fire Underwriters and such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, rules and regulations or governmental authorities.
11. You understand that all fees, penalties and expenses incurred by you and repaired pursuant to this agreement shall be considered as additional rent pursuant to the terms of the By-Laws with this Condominium.
12. You assume all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air conditioning, electrical and other equipment installed or altered pursuant hereto. If the operation of the building including heating, air conditioning, electrical and

plumbing system or any of the equipment, is adversely affected by the work, you shall, when so advised, promptly remove the cause of the problem or if there is any damage in any way whatsoever to the building, its machinery or equipment, you will reimburse the Condominium for the cost of the restoration.

13. You recognize that there will be **NO CHANGE** in the normal hours of operation of the building's heating system (or air conditioning system, if any) to facilitate the functioning of any heating or air conditioning units you may be installing.
14. The alterations and materials used shall be of the quality and style in keeping with the general character of the building.
15. You will have smoke detectors installed with 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York. You will install window guards if a child or children 10 years old or under lives or resides in your unit pursuant to Section 131.15 of the New York Health Code.
16. You will bear the entire cost of alterations and installations, guarantee completion of the work and pay all bills incurred in connection therewith, no later than thirty (3) days after completion of the work. If any mechanics liens are filed for the work claimed to have been done or materials alleged to have been supplied, you shall cause such liens to be discharged within ten (10) days after such filing. If you fail to do so, the Condominium may exercise any and all of its rights and remedies under the By-Laws or this agreement.
17. You recognize that by granting consent to the work, we do not profess to express any opinion as to the design, feasibility of efficiency of the work, materials or equipment used.
18. You agree that no amendments to the approved plans and specifications or any charges of any kind in the scope of the proposed alterations shall be made, without prior written approval and that your contractors or subcontractors will not be permitted in the building to commence work until you have complied with Article 2, 3, 4 and 23 and you have received a fully executed copy of this agreement.
19. Your failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the By-Laws, pursuant to which your approval has been granted, in addition to all other rights, we may also suspend all work and prevent workmen from entering your apartment for any purpose for any purpose other than to remove their tools and equipment.
20. You release the Condominium, Condominium Board of Managers and Kyrous Realty Group, Inc., from any and all liability for loss or damage to any of the your property which may result from or be in any way connected with your work, and you hereby waive any claims which you may now hereafter have against the Condominium, Condominium Board of Managers or Kyrous Realty Group, Inc. based upon interruption or the suspension of the alteration by the Condominium regardless of the reason for such interruption or suspension.

21. This agreement may not be changed orally. This agreement shall be binding to you or your representative and authorized assigns.
22. As faithful performance of all terms and conditions of this agreement, you will deposit with the Managing Agent a certified check payable to Graceline Court Condominium, or cash deposit in the amount of \$2,500.00 to be held in escrow and returned to you upon full completion of this work. In the event, however, that the Condominium incurs any expense due to your failure to comply with any paragraph of this agreement, the deposit will not be returned until the Condominium has been reimbursed.
23. You remit with this agreement a check to the order of Kyrour Realty Group, Inc., in the sum of \$300.00 for reviewing, processing and coordinating the plans of the architect/engineer, the work schedules of the various trades, insurance certificates from contractors and presenting the proposed alterations to the Board of Manager.

ADDITIONAL ARTICLES NOT SET FORTH ABOVE BUT FORMING A PART OF HEREOF.

See attached riders, if applicable

In confirmation of your understanding of the aforesaid, please sign both copies of this agreement and return to us. Both copies will be executed by an Officer of the Condominium.

Very truly yours,

Accepted and Agreed:

\_\_\_\_\_  
By: Graceline Court Condominium

\_\_\_\_\_  
Unit Owner

Dated: \_\_\_\_\_

\_\_\_\_\_  
Unit Owner

cc: Board of Managers  
Superintendent

SPECIAL NOTE:

A new law concerning home improvement contracts went into effect in New York State on March 1, 1988. The provisions of this law applies to all home improvement contracts on or after March 1, 1988 for more than \$500;00 and addresses the issue of required licenses, contracts and the manner in which a contractor conducts its business operations.

Rider # 1  
Re: Apt. #

RIDER TO ALTERATION AGREEMENT  
INDEMNIFICATION AGREEMENT  
TO ALL ADJACENT APARTMENTS

To:

Apartment #:

Dear \_\_\_\_\_ :

In accordance with Article 4 of the agreement between me and Lenox Grand Condominium, covering the alterations I wish to perform in my apartment, advise you as follows:

1. Alterations will be performed in my apartment on or about\_\_\_\_\_. The agreement with the building permits me 120 calendar days to complete the alterations.
2. I hereby agree to indemnify you for any damage whatsoever to your apartment caused by the alterations that I make to my apartment. I agree to pay for the reasonable cost of repair of such damage performed by contractors of your choice. Or, at your option, I will have my contractors repair the damage at my cost.
3. In order to take advantage of this agreement, you must permit my designated representatives to inspect your apartment prior to the commencement of my alterations. Please call me at ( ) to arrange the inspection. You must also permit my designated representative to inspect any damage you claim my alterations have caused.

Very truly yours,

\_\_\_\_\_

Dated:\_\_\_\_\_

Rider # 2  
Re: Apt. #

ASBESTOS RIDER TO ALTERATION AGREEMENT

1. Tenant/Unit Owner shall comply with the requirements of Local Law No. 76 of 1985 by filing with the New York City Buildings Department appropriate asbestos evaluation forms by a certified asbestos investigator.
2. Copies of the Asbestos investigator's New York City certification and the evaluation forms filed with the Buildings Department shall be delivered to the managing agent prior to the commencement of work.
3. In the event asbestos containing materials will be disturbed by the work, tenant/unit owner(s)  
Contractor shall, as required by law, employ only licensed and certified asbestos removal and disposal companies and handlers.
4. Evidence of licensing and certification of asbestos contractors shall be submitted to the managing agent prior to the commencement of work.

Signature of Unit Owner: \_\_\_\_\_

Signature of Unit Owner: \_\_\_\_\_

By: \_\_\_\_\_

Graceline Court Condominium

Dated: \_\_\_\_\_

Rider # 3  
Re: Apt. #

WINDOWS

1. The windows to be installed must comply with the following specifications:

A) Provide and install windows to fit the openings in accordance with the submitted specifications. These windows shall have a finish coat to match the building's exterior window color.

B) Install new frames in masonry openings set true and plum and anchor to masonry.

C) Caulk exterior perimeter between new frames and masonry with butyl type compound applied with hand pressure gun and trawled off neatly.

D) Repair around window broker, plaster, to a trawled hard smooth finish that occurred during the performance of the work.

2. It is understood that the windows you are installing become the property of the owner of the apartment, and thereafter any defects of malfunctioning of these windows will become the responsibility of the owner. Any exterior leaks resulting from this installation will also become the responsibility of the owner.

3. This rider is a part of the general letter of authorization of alterations.  
ACCEPTED AND AGREED:

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Owner

By: \_\_\_\_\_  
Graceline Court Condominium

Dated: \_\_\_\_\_



## EXHIBIT A

Unit Owner's Contractor shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Condominium, licensed to do business in the State of New York, and all such policies shall name the Condominium, the Unit Owner and the Condominium's managing agent (the "Managing Agent") as additional insured. No diminution of limits of insurance will be permitted.

- i. **Worker's Compensation** as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York. This coverage to be a minimum of \$5,000,000. Employer's liability coverage to be not less than \$500,000.
- ii. **Commercial General Liability** coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage. Insurance shall also cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability.
- iii. **Commercial General Liability** coverage to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material.
- iv. **Commercial General Liability** coverage - \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- v. **Comprehensive Automobile Liability**, including non-ownership and hired vehicle coverage, as well as owned vehicles: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- vi. **Umbrella Liability** for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED. It will have a limit of \$3,000,000 per occurrence and a general aggregate of \$3,000,000.

If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Condominium showing that such insurance is in full force and the premiums due there under have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without thirty (30) days written advance notice thereof to the Condominium. The Contractor shall promptly furnish the Condominium with copies of any endorsements subsequently issued amending insurance.

coverage or limits. In the event of the failure of the Contractor to furnish and maintain such insurance, the Condominium shall have the right, at its option, at any time, to revoke permission to perform the work and to deny entry into the Building to all workers.

Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

The Contractor's insurance policy shall also contain in substance the following endorsement:

“This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.”

Nothing in this Exhibit “A” shall constitute a waiver of or limitation of any other rights or remedies the Condominium may have for consequential damages or otherwise.

## INDEMNIFICATION AGREEMENT

Whereas, \_\_\_\_\_ ("Contractor") is and will be performing certain work for \_\_\_\_\_ ("Owner") pursuant to an agreement for \_\_\_\_\_, the Contractor and Owner hereby agree:

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorney's fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use of the Contractor, its agents, servants, subcontractors or employees, of facilities owned by Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Owner and/ or Managing Agent without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Owner and/or Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual, whether by statute, by operation of law or otherwise.

**INSURANCE PROCUREMENT**

Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance:

- a) **Worker's Compensation** as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York. This coverage to be a minimum of \$5,000,000. Employer's liability coverage to be not less than \$500,000.
- b) **Commercial General Liability** coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage. Insurance shall also cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability.
- c) **Commercial General Liability** coverage to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material.
- d) **Commercial General Liability** coverage - \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- e) **Comprehensive Automobile Liability**, including non-ownership and hired vehicle coverage, as well as owned vehicles: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- f) **Umbrella Liability** for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED. It will have a limit of \$3,000,000 per occurrence and a general aggregate of \$3,000,000. If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Contractor shall, by specific endorsements to its primary and umbrella/ excess liability policy, cause Owner and Managing Agent to be named as Additional Insured. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insured there under to be primary to and not concurrent with other valid and collectible insurance available to Owner and Managing Agent. Contractor shall, by specific endorsement to its umbrella/ excess liability policy, cause the coverage afforded to Owner and Managing Agent there under to be first tier umbrella/ excess coverage above the primary coverage afforded to Owner and Managing Agent and not concurrent with or excess to other valid and collectible insurance available to Owner and Managing Agent.

Dated: \_\_\_\_\_

Owner

Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_



Architecture  
Restoration  
Conservation  
PC

12 West 23<sup>rd</sup> Street, 3<sup>rd</sup> Floor  
New York NY 10010  
Telephone 212 367 7472  
www.arcpc.us

January 1, 2017

## 1. ALTERATION REVIEW RATE SCHEDULE: CALENDAR YEAR 2017

Alteration reviews generally follow a chronological sequence starting with the review of plans and finalizing with the completion of the alteration. There are typically four review phases, as follows:

- **Design Review:** Includes review of plans, specifications and/or a description of the proposed scope of work.
- **Pre-Construction Phase:** Consists in the review of submittals required prior to construction such as permits, licenses and test reports.
- **Construction Phase:** Includes progress and final inspection of the work to ensure compliance with approved plans.
- **Post Completion Phase:** Consists of verification that the project has been properly signed-off and that there are no outstanding violations related to construction work undertaken.

### Design Review Fees:

Fees for alteration reviews fall under one of two criteria: the type of renovation undertaken (Renovation Level) and the size of the space being renovated (Space Size). **Design Reviews** will be billed on a lump sum basis where the review fee will be the lesser of the two criteria (Renovation Level vs Space Size). The total fee charged will be dependent on the number of design reviews required to satisfy requirements or clarifications requested after the initial submission of plans. The cost of each review is as follows:

Renovation Level	Space Size	Design Review Fees
Level 0	Minor Renovation	500.
Level 1	Studio or 1 Bedroom	750.
Level 2	2 Bedrooms or More	1,000.
Level 3	Apartment Combinations	1,500.
Level 4	Commercial Alterations	2,000.

### Renovation Levels:

**Level 0:** Work not involving major renovations to kitchens or bathrooms or any type of demolitions of partition walls (i.e. painting, installation of a/c units, and installation of new windows or other type of cosmetic work).

**Level 1:** Renovations of bathrooms, kitchens or a combination of the two, plus work on up to one bedroom.

**Level 2:** Work done at Level 1 plus additional bedrooms.

**Level 3:** Work involving combination of two or more apartments into a single unit.

**Level 4:** Work involving commercial retail spaces limited to a main space and a basement.

### Other Review Fees:

Fees for telephone consultations, Pre-Construction, Construction and Post Completion phases will be billed at a flat hourly rate of **\$285/hr.** There is a minimum 2-hour service charge for site visits.

### General Expenses:

Include all direct and indirect project expenses such as: printing and reproduction (excluding large format scanning services), postage and delivery expenses, travel fees, communication costs, administrative expenses, professional liability insurance, overhead and profit. General Expenses will be billed at the rate of **15%** of Professional Services rendered. No back-up data or copies of bills will be provided for General Expenses invoiced under this agreement.

### Additional Expenses:

Scanning services for drawings larger than 11x17 will be billed at **\$25** per sheet unless electronic document files of the drawings are provided in PDF format at the time of submission.



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## 2. General Terms and Conditions for Apartment Alteration Reviews

- 2.1 **Payments to the Architect:** Upon acceptance of this contract by the Owner, a payment as noted in the Acceptance section of this proposal will be required to initialize the project. Invoices are payable upon 30 days from date of invoice. Any objection which Owner may have to ARC's invoices shall be made in writing to ARC within 15 days from date of invoice. A 15% late payment fee will be applied to all invoices not paid within 60 days from date of invoice.
- 2.2 **Standard of Care:** ARC's services shall be performed, subject to causes outside of ARC's control (including, but not limited to, governmental approvals and the Owner's providing of requested information or approvals) within the limits described in the attached proposal/letter/work order in a manner consistent with that level of care and skill ordinarily exercised by other professional architects performing similar services on similar projects under similar circumstances at the time the services are performed (the "Standard of Care"). The Owner agrees that no other representation, expressed or implied, and no warranty or guarantee is provided by ARC or is to be presumed given by ARC under this proposal/letter/work order or in any report, opinion, or any other document prepared by ARC or otherwise.
- 2.3 **Termination or Suspension of Services:** ARC's services will be suspended in the event that any invoice remains unpaid after more than 60 days from the date of the invoice. In such case, services will only resume when all outstanding invoices and late payment penalties have been paid in full. ARC shall have no liability for any claims after the initial date of suspended services. ARC reserves the right not to perform any Additional Service at any point in time.
- 2.4 **Job Safety and Control of the Work:** ARC shall take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by ARC, ARC shall have no responsibility for the safety program at the Project site or the safety of any contractor, subcontractor, consultant, subconsultant or other person. Neither the professional activities of ARC nor the presence of ARC's employees and subcontractors at the Project site shall be construed to confer upon ARC any responsibility for any activities performed by personnel other than ARC's employees. The Owner agrees that ARC shall have no control over the activities or any contractors, subcontractors, consultants, subconsultants or construction manager, their agents, servants or employees.
- 2.5 **Advisory Capacity:** Services rendered are solely for the benefit of the Client based entirely upon information provided by building management. ARC was not retained to provide architectural services for the proposed renovation which is solely the responsibility of the apartment owner and his/her agents.
- 2.6 **Consultants:** ARC shall not be responsible to the Owner or any third-parties for errors, omissions or other deficiencies or defaults of any other design professional, including design-build contractors, rendering design, architectural, engineering or related services for the benefit of the Owner or the project, whether retained by ARC or the Owner. ARC's sole liability in connection with the services of consultants shall be to coordinate the consultant's portion of the Instruments of Service consistent with the Standard of Care.
- 2.7 **Limitation of Liability:** ARC's liability for any damage on account of any claimed error, omission, wrongful conduct or negligence will be limited to an amount equal to ARC's fee under this Agreement. In no event shall ARC be liable for special, consequential, or exemplary damages, or damages due to delay in the work. No action, regardless of form, arising out of the service under this Agreement, may be brought by the Owner more than one (1) year after the act or omission giving rise to a cause of action has occurred.
- 2.8 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York



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**3. Acceptance**

If the terms of this proposal are acceptable, then please indicate your acceptance by signing and returning one copy of this proposal.

This proposal may be withdrawn by ARC if an executed copy of this proposal is not received by ARC within fifteen (15) days of the date of this proposal.

We appreciate the opportunity to partner with you.

Sincerely yours,

Joakim Aspegren, AIA  
President

**Accepted and Agreed to by:**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date