

STANDARD TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

1. ENTIRE AGREEMENT

This Agreement is the offer of McCarthy LePage Architects, PC (herein referred to as "the Architect"), to perform the consulting services described in the attached Scope of Services. Acceptance by the Client is strictly limited to the attached Proposal and these Terms and Conditions for Architectural Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing the Architect to proceed.

This Agreement supercedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

2. SERVICES TO BE PERFORMED

The services to be performed are described in the preceding Scope of Services. Unless otherwise specified in the Scope of Services or the Terms and Conditions, the Architect shall furnish all technical and professional services, including labor, materials, supplies, equipment, transportation and supervision to perform all tasks listed in the Scope of Services and in accordance with the target schedule.

3. COMPENSATION

Fee. The attached Proposal describes the tasks, phases and compensation terms.

Terms of Payment. Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time. Payments are due upon the Client's receipt of invoice. Amounts that are unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1-1/2%) per month. A minimum finance charge of \$10.00 shall be assessed on all overdue payments.

Payments Withheld. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the costs of changes in the contractor's services other than those which the Architect is adjudged to be liable.

Suspension. If any payment is more than thirty (30) days past due, the Architect may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, and other charges.

Additionally, in the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension.

4. ADDITIONAL SERVICES

All Additional Services shall be approved by the Client and the Architect in writing prior to proceeding. The following are Additional Services that are not specified above and are considered beyond the basic Scope of Services.

Master Planning. The Architect may assist the Client in developing and preparing a long term Master Plan. All work associated with the Master Plan, including all preliminary design work, shall be considered an Additional Service.

Construction Management Services. The Architect may assist the client in estimating the cost of construction, scheduling the work of the contractors and managing the construction process. Construction Management Services shall be considered Additional Services.

Redesign to meet Project Budget Costs. The Client is responsible to establish Project Budget Costs and obtain required cost estimates. If the Architect is not contracted to provide cost estimating services, the Architect shall not be liable to redesign to meet the project budget costs. If redesign is required due to revised or miscalculated project budget costs furnished by a party other than the Architect, the time required shall be considered Additional Services.

Public Hearings / Municipal Filings. In the event a Public Hearing is required for a municipal agency (Zoning Board of Appeals, Planning Board, Architectural Review Board, etc.), the Architect shall invoice the Client on an hourly basis for both the preparation and time spent at the meeting. The Architect shall not be required to file drawings with the Building Department or pay any municipal fees.

Interior Design Services. The Architect may assist the Client in the selection of plumbing fixtures, plumbing fittings, hardware, appliances, kitchen cabinets, decorative lighting, tile, stone slabs, furniture, fabric, carpets, paint colors, artwork, accessories, etc. Interior Design Services shall be considered Additional Services.

Built-in Woodwork. The Architect may design built-in woodwork, such as bookshelves, audio/video cabinets, window seats, computer workstations, etc. The design of such built-in woodwork shall be considered Additional Services.

Purchasing through the Office of the Architect. Products and materials such as plumbing fixtures, plumbing fittings, hardware, appliances, kitchen cabinets, decorative lighting, tile, stone slabs, furniture, fabric, carpets, paint colors, artwork, accessories, etc., may be purchased through the office of the Architect. The full trade discount, as applicable, shall be forwarded to the Client. A coordination and handling fee of twenty percent (20%) shall be applied to the cost of all items purchased through the office of the Architect.

3D Modeling. The Architect may develop and prepare a three dimensional computer model and/or physical scale model of the proposed project for the Client. All 3D modeling shall be considered Additional Services.

Engineering. Based upon the particular needs of the Client, engineering services may be required for heating, air conditioning, electrical, plumbing, structural calculations, site planning, grading, septic systems and/or fire suppression. Engineering services are not included in this Agreement unless stated otherwise in the Scope of Services.

If Engineering Services are incorporated into the Scope of Services, and it has been determined that the Engineer (or consultant) has made an error or omission, the Client shall seek legal remedy from the Engineer (or consultant) directly, without participation by the Architect, unless stated otherwise in the Scope of Services.

Coordination of Consultants' and/or Client's Work. Any coordination of Work performed directly by the Client or work performed by consultants hired by the Client, including but not limited to structural engineers, mechanical engineers, kitchen designers, landscape designers, interior design consultants, audio/video consultants, lighting designers, etc., shall be considered Additional Services.

Fees for Additional Services. The Architect may provide Additional Services beyond those listed in the Scope of Services by a negotiated sum or on an hourly basis. The Architect's hourly rates are as follows:

Principal / Architect / Designer	\$00 per hour
Project Manager / Construction Mgr.	\$00 per hour
Project Staff / Draftsperson	\$00 per hour
Clerical Staff	\$00 per hour

Hourly rates specified above are valid for one (1) year from the date listed on the Scope of Services and shall be increased five percent (5%) on the first day of the subsequent year to reflect market conditions, employee benefits and salary compensation.

Reimbursable Expenses. Reimbursable expenses shall include, but not be limited to, consultants' fees, printing, reproductions, bulk copying, photographic services, long distance telephone calls, postage, shipping, delivery, long distance travel expenses, lodging, meals and/or other project related out-of-pocket expenses. Items shall be reimbursed to the Architect at cost plus ten percent (10%), unless a specific cost is listed below:

Large format prints (24"x36")	\$0.00 each
Plots (24"x36")	\$0.00 each
Travel mileage rate (2011)	\$0.00 per mile

5. CLIENT'S RESPONSIBILITIES

Project Budget. The Client shall establish a budget with reasonable contingencies that meets the project requirements. The project budget shall be established by the Client prior to the Architect proceeding with the Scope of Services.

Base Building Drawings and/or Surveys. Unless otherwise specified, Base Building Drawings and/or Surveys are not included in the Scope of Services. The Architect shall assume that the Base Building Drawings and Surveys, if required, shall be readily available. The Architect assumes all information on these documents is accurate and is not responsible for any information completed by others.

Project Representative. The Client shall appoint and authorize a Project Representative to answer field questions and make timely decisions (within five (5) business days). The Architect assumes that the Client shall be the Project Representative unless the Client notifies the Architect, in writing, that another Project Representative has been appointed. If the Client replaces or selects a new Project Representative, any time spent by the Architect to bring the new Project Representative current shall represent Additional Services.

Cost Estimates. If the Architect is not contracted to provide cost estimating services, the Client shall employ a contractor or construction cost estimating consultant to provide cost estimating services. The Architect and its consultants do not warranty, guarantee or certify the construction cost for the project or any part of the project.

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Selection of Qualified Contractor(s). If the Architect is not contracted to provide Construction Management Services, the Client shall select a qualified contractor(s) with a minimum of three (3) years of construction experience in work similar in nature to the Project Description located in the immediate vicinity. The contractor shall provide a minimum of three (3) references as mutually agreed upon by the Client and the Architect.

Consultants. The Client shall furnish the services of consultants when such services are requested by the Architect and are reasonably required by the Scope of Services.

6. SCHEDULE

The Architect shall commence work on this project within twenty (20) business days of authorization to proceed. Immediately upon commencement, the Architect shall prepare a mutually acceptable schedule for the delivery of the project.

Professional fees developed for this project shall be based on this schedule. Modifications, such as accelerated schedules, project delays or extensions, which are not under the control of the Architect, are subject to an increase in the Architect's compensation.

If through no fault of the Architect, the Scope of Services has not been completed within twelve (12) months of the date first specified on the Letter of Agreement, compensation for the Architect's services beyond that time shall be considered Additional Services.

7. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the Architect pursuant to this Agreement are instruments of the Architect's professional service, and the Architect shall retain an ownership and property interest therein. The Architect grants the Client a license to use instruments of the Architect's professional service for the purpose of constructing, occupying and maintaining this specific Project. Reuse and/or modification of any such documents, without the Architect's written permission, shall be at the Client's sole risk, and the Client agrees to indemnify and hold the Architect harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse and/or modification by the Client or by others acting through the Client.

Notice of Copyright. All ideas, designs, arrangements and/or plans indicated or represented by the Architect's drawings will be created, evolved and developed for use on this specific Project. None such ideas, designs, arrangements and/or plans shall be used by or disclosed to any purpose whatsoever without the written permission of the Architect.

8. PUBLICITY

The Architect and its consultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

9. INSURANCE, INDEMNITY AND LIMITATIONS

Insurance. The Architect shall maintain Workman's Compensation, General Liability, and Professional Liability Insurance throughout the period of this Agreement. Certificates of insurance are available on request.

The expense of any additional insurance coverage or increased policy limits of liability beyond, including professional liability insurance, requested by the Client in excess of the standard coverage of the Architect and its consultants shall be borne by the Client.

The Client shall require the contractor to name the Architect as an Additional Insured on the contractor insurance policy.

Limitation of Liability. For any damage on account or error, omission or other professional negligence, the Architect's liability shall be limited to the Architect's fee received under this Agreement.

Waiver of Consequential Damage. The Architect and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

Hazardous Substances. The Architect shall not be responsible for the identification, removal, testing and/or certification of removal relative to any hazardous substance including, but not be limited to, PCB, petroleum, mold infestation, hazardous waste, asbestos, lead, and any other similar substances. The Architect and the Client acknowledge that the Scope of Services does not include any items related to a Hazardous Environmental Condition.

Unforeseen, Latent or Hidden Conditions. Unforeseen, latent or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive

revisions to the design. When architectural services are required to address these conditions, those services shall be deemed Additional Services.

10. STANDARD OF PRACTICE

Services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

11. DISPUTE RESOLUTION

Mediation and Arbitration. It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executors, administrators and assigns.

Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. If not resolved, then the dispute or claim shall be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in Westchester County, New York.

12. MISCELLANEOUS PROVISIONS

Architect's Representative. The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Certification of the Construction Documents. The final Construction Documents shall be reviewed and certified by the Client and Architect prior to contractor bidding and/or municipal review. Certification by the Client and Architect shall indicate that the Construction Documents meet with all party's full approval. All revisions made to the Construction Documents subsequent to the certification shall be considered Additional Services.

Termination. Either party may elect to terminate this Agreement with not less than seven (7) days notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The Client shall hold the Architect harmless for delays, clarifications, or non-conformance with the Contract Documents if the Architect has been terminated prior to the Construction Administration portion or phase of the work.

Proposal Validity. This Proposal shall remain in effect for thirty (30) days from the Proposal Date. If not executed within this period of time, this Proposal may be deemed null and void by the Architect.

Method and Means of Construction. The Architect and its consultants are not responsible for the method, means or sequencing of construction unless this is arranged contractually (in writing) executed by both parties.

Storage of Materials. The contractor is responsible for the storage and proper protection of materials. Materials shall be stored in an area that is adequately ventilated and free from excessive moisture and condensation that may be conducive to mold contamination.

13. DEFINITIONS

Construction Cost. Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Client of all elements of the Project designed, selected or specified by the Architect.

Construction Cost shall include the cost at current market rates of labor and materials furnished by the Client and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Scope of Services.

Construction Cost does not include the compensation of the Architect and the Architect's consultants or any other costs that are the responsibility of the Client as provided in this Agreement.

Surveyed Space. Surveyed Space shall be all the space surveyed and documented during an Existing Conditions Survey (ECS) as measured from the interior surface of the exterior walls. Surveyed Space shall include all interior space including, but not limited to, basements, garages, mechanical rooms, closets, storage rooms, covered porches, and similar space.