

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement"), dated as of the 1st day of December, 2006, is made by and between WESTBURY CONDOMINIUMS ASSOCIATION, INC., a Connecticut corporation with an office at 20 Outlook Avenue, West Hartford, CT 06119 (the "Association"), and HERBERT GORDON, an adult individual with an address of 50 Gillette Street, Hartford, CT 06105 ("Mr. Gordon"). The Association and Mr. Gordon are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

STATEMENT OF FACTS:

A. The Association owns and operates the condominium development located at 20 Outlook Avenue, West Hartford, Connecticut (the "Development") and has contracted with Lockheed Window Corp (the "Windows Contractor") to replace all of the building windows in the Development (the "Windows Project").

B. Mr. Gordon is a person with significant knowledge and experience in projects similar to the Windows Project.

C. On the terms and conditions set forth herein, the Association wishes to hire Mr. Gordon to serve as its "Clerk of the Works" and tenant coordinator for the Windows Project and Mr. Gordon desires to provide such services to the Association.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Duties. In performance of the duties set forth herein, Mr. Gordon will report to, and coordinate his activities with, the Association's architect, Jim Vance, and to the Association's president, Bob Huhtanen ("Mr. Huhtanen"). Mr. Gordon will be generally available during the hours the Contractor shall be performing the Windows Project and shall devote such time to his duties as is reasonably necessary to perform them. As the Association's "Clerk of the Works" for the Windows Project, Mr. Gordon shall perform those duties set forth on the AIA Document B352 attached hereto as Exhibit A. In addition, as the Association's tenant coordinator for the Windows Project, Mr. Gordon shall:

- a. Obtain the Contractor's work schedule from the Contractor's representative;
- b. Provide a "Notice of Anticipated Schedule" to each resident who's windows are to be replaced, as necessary, and obtain such resident's acknowledgement of receipt of such notice at least one (1) week prior to the date work is anticipated in such resident's unit;
- c. Provide written notice to each resident forty-eight (48) hours prior to commencement of work on such resident's unit;

d. Inspect each unit prior to the commencement of work to note existing conditions, to note any special conditions, to note where assistance will be needed to move large objects and to confirm access arrangements with the resident on the scheduled date and time;

e. Within twenty-four (24) hours of the completion of work in each unit, make a "post-installation" inspection of each unit accompanied by its resident and the Contractor's representative during which Mr. Gordon shall make written notes of any exceptions, need for repairs, etc.;

f. Obtain each resident's sign off on the Contractor's performance of the window replacement, a copy of which will be given to the resident and the contractor, with a copy to be retained for the Association;

g. Act as each resident's representative in dealing with the Contractor and as a "clearing house" for all resident questions, concerns and complaints regarding the Windows Project and their resolution, maintaining reasonable notes and records of such matters;

h. Perform his duties in a manner to serve the best interests of the residents of the Development in the proper completion of Windows Project and to reflect favorably upon the Association.

2. Payment. The Association shall pay Mr. Gordon a fee of Fifty dollars per hour (\$50.00/hour) for each hour actually worked. Mr. Gordon shall submit a weekly time sheet of hours worked (with a detailed description of his activities) to Mr. Huhtanen or such person as he shall designate. The Association shall make payment to Mr. Gordon within five (5) days after the receipt of each time sheet. In addition to the foregoing fees, the Association shall reimburse Mr. Gordon for reasonable expenses incurred in the performance of his duties hereunder, provided, however, that all such expenses must be approved in advance by Mr. Huhtanen or such person as he shall designate. The Association shall make no other payments to Mr. Gordon.

*working days
excluding SAT. Sun
& Holidays*
KH
HAG

3. Term. The Term of this Agreement and Mr. Gordon's performance of the duties described herein shall commence as of the date hereof and shall continue until the Windows Project is completed, unless earlier terminated on the terms and conditions set forth herein.

4. Termination.

a. The Association may terminate this Agreement for any reason or no reason upon at least ten (10) days prior notice to Mr. Gordon. During such notice period, Mr. Gordon shall continue to perform his duties and the Association shall continue to pay Mr. Gordon the fees for his services during such notice period.

b. The Association may terminate this Agreement for "Cause" immediately upon notice to Mr. Gordon. The term "Cause" shall mean: Mr. Gordon's intoxication or drug use during business hours; Mr. Gordon's commission of a crime of moral turpitude, including, but not limited to, any fraud against the Association, any of its residents, directors, officers or

employees or the Contractor or its employees; Mr. Gordon's adjudication of guilt or plea of guilty to any felony.

c. Following termination of this Agreement for any reason, Mr. Gordon shall cease to perform all duties described herein and shall promptly return any and all Association property or Contractor's property which may be in his possession. After the effective date of termination, Mr. Gordon shall not be entitled to any compensation except for the fees outlined herein for work actually performed prior to termination.

5. Facilities. The Association shall provide Mr. Gordon with a desk, a phone and fax and copy machines for use in the performance of his duties hereunder, which shall be located at the Development.

6. Independent Contractor.

a. The Parties agree and acknowledge that Mr. Gordon is an independent contractor and not an agent or employee of the Association. Mr. Gordon will not hold himself out as or give any person reason to believe that he is an employee of the Association. As an independent contractor, Mr. Gordon will not make any representations or warranties of any kind on behalf of the Association. Mr. Gordon agrees to indemnify and hold the Association harmless from and against any and all claims, liabilities, and damages arising out of breach of this provision by, or otherwise attributable to any act or omission by Mr. Gordon.

b. In light of the foregoing, Mr. Gordon shall be solely responsible for any and all taxes, including, but not limited to, federal, state, and/or local income taxes, on all fees he receives from the Association. The Association will not insure Mr. Gordon in any manner with regard to his activities under this Agreement and will not sponsor access to any insurance program or policy for the same. The Association will not provide, participate in, or sponsor any retirement or savings program or policy for Mr. Gordon's benefit.

7. Assignment. Mr. Gordon's rights and duties under this Agreement may not be assigned or delegated in whole or in part by operation of law or otherwise without the prior express written consent of the Association.

8. Enforcement of Terms. Failure by either Party at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of such Party's right to thereafter enforce each and every provision hereof.

9. Governing Law; Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Connecticut, without regard for its principles on conflict of laws. All claims, actions, suits or other proceedings as may be brought by a party hereto or otherwise arise pursuant to this agreement or the transactions contemplated hereby shall be brought in the state courts located in the State of Connecticut. The Parties each hereby irrevocably submit to the exclusive jurisdiction of such courts in such matters and irrevocably waive any claims or defenses based on lack of personal jurisdiction or improper venue.

10. Confidential Information. Mr. Gordon agrees not to disclose to any person and not to use for any purpose, other than to fulfill his obligations under this Agreement, any information concerning the Windows Project, the Association or its financial status or arrangements, which is disclosed to Mr. Gordon by the Association in confidence or is learned by Mr. Gordon through the performance of this Agreement and which is not otherwise publicly available.

11. Entire Agreement. This Agreement supersedes and cancels all prior agreements, if any, between the parties and shall not be amended, altered, or changed except by a written agreement signed by the Parties.

12. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

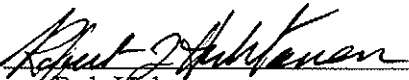
13. Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, to each Party at their respective addresses specified in the opening paragraph hereof, subject to the right of either Party to change its address by written notice.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

WESTBURY CONDOMINIUMS
ASSOCIATION, INC.

By: 
Name: Bob Huhtanen
Title: President


Herbert Gordon

DRAFT AIA Document B352™ - 2000

Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative

Recommended as a Reference Document when an Architect's Project Representative is Employed

for the following PROJECT:

(Name and location or address):

Westbury Condominium Window Replacement
869 Farmington Avenue
West Hartford, CT 06119

THE OWNER:

(Name and address):

Westbury Condominium Association
869 Farmington Avenue
Hartford, CT 06119

THE ARCHITECT:

(Name and address):

James Vance & Associates, Architects
57 Gillett Street
Hartford, CT 06105

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

1. GENERAL

§ 1.1 The Architect's Project Representative shall be stationed at the site at intervals agreed upon by the parties to the Contract and shall be responsible for assisting the Architect in the administration of the Contract. The rights, responsibilities and obligations of the Architect as described in the Owner-Architect Agreement shall not be modified by the furnishing of such Project Representative.

§ 1.2 Communications by the Architect's Project Representative relating to administration of the Contract shall, in general, be restricted to the Architect and Contractor. The Project Representative shall communicate with the Owner and Contractor under the direction of the Architect and with the Architect's full knowledge. The Project Representative shall not communicate with Subcontractors or material suppliers except with the full knowledge and approval of the Contractor and Architect.

2. DUTIES AND RESPONSIBILITIES

The Project Representative shall:

§ 2.1 Perform on-site observations of the progress and quality of the Work as may be reasonably necessary to determine, in general, if the Work is being performed in a manner indicating that the Work when completed will be in conformance with the Contract Documents. Notify the Architect if, in the Project Representative's opinion, Work does not conform to the Contract Documents or requires special inspection or testing.

§ 2.2 Monitor the Contractor's construction schedules on an ongoing basis and alert the Architect to conditions that may lead to delays in completion of the Work.

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§ 2.3 Receive and respond to requests from the Contractor for information and, when authorized by the Architect, provide interpretations of the Contract Documents.

§ 2.4 Receive and review requests for changes by the Contractor, and submit them, together with recommendations, to the Architect. If they are accepted, prepare Architect's Supplemental Instructions, incorporating the Architect's Modifications to the Contract Documents.

§ 2.5 Attend meetings as directed by the Architect and report to the Architect on the proceedings.

§ 2.6 Observe tests required by the Contract Documents. Record and report to the Architect on test procedures, test results and verify testing invoices to be paid by the Owner.

§ 2.7 Maintain records at the construction site in an orderly manner, including correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data and similar submittals; supplementary drawings, color schedules and requests for payment; and names, addresses and telephone numbers of the Contractors, Subcontractors and principal material suppliers.

§ 2.8 Maintain a log book of activities at the site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and time and purpose of their visit.

§ 2.9 Assist the Architect in reviewing Shop Drawings, Product Data and Samples. Notify the Architect if any portion of the Work requiring Shop Drawings, Product Data or Samples is commenced before such submittals have been approved by the Architect. Receive and log Samples required at the site, notify the Architect when they are ready for examination, record the Architect's approval or other action and maintain custody of approved Samples.

§ 2.10 Review the Contractor's record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications at intervals appropriate to the stage of construction and notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.

§ 2.11 Review Applications for Payment and forward to the Architect with recommendations for disposition.

§ 2.12 Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Review the Work. If the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect and return the list to the Contractor for correction.

§ 2.13 Assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion.

§ 2.14 Assist the Architect in receipt and transmittal to the Owner of documentation required of the Contractor at completion of the Work.

3. LIMITATIONS OF AUTHORITY

The Architect's Project Representative shall not exceed the authority of the Architect under the Owner-Architect Agreement. :

The Project Representative shall NOT:

§ 3.1 Authorize deviations from the Contract Documents.

§ 3.2 Approve substitute materials or equipment except as authorized in writing by the Architect.

§ 3.3 Personally conduct or participate in tests or third party inspections except as authorized in writing by the Architect.

§ 3.4 Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors.

§ 3.5 Expedite the Work for the Contractor.

§ 3.6 Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

§ 3.7 Authorize or suggest that the Owner occupy the Project in whole or in part.

§ 3.8 Issue a Certificate for Payment or Certificate of Substantial Completion.

§ 3.9 Prepare or certify the preparation of a record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications.

§ 3.10 Reject Work or require special inspection or testing except as authorized in writing by the Architect.

§ 3.11 Accept, distribute or transmit submittals made by the Contractor that are not required by the Contract Documents.

§ 3.12 Order the Contractor to stop the Work or any portion thereof.