

Final Signed
6/18/15 For Files

INTERIOR DESIGN CONTRACT

This Contract for Services is made effective as of May 25, 2015, by and between The Westbury Condominiums Association, Inc. of 20 Outlook Ave., West Hartford, Connecticut 06119, and Timothy R. Wooldridge Interiors Ltd. of 31 Woodland Ave Unit 4H, Hartford, Connecticut 06105.

WHEREAS Timothy R. Wooldridge Interiors Ltd. is engaged in the business of providing services relating to designing of interiors and whereas The Westbury Condominiums Association, Inc. is interested in availing such service of the Designer.

In furtherance to the above, the The Westbury Condominiums Association, Inc. hereby agrees to and does hereby engage the services of Timothy R. Wooldridge Interiors Ltd., and Timothy R. Wooldridge Interiors Ltd. hereby accepts the engagement to design and to do the work hereinafter specified by The Westbury Condominiums Association, Inc. in connection with the project.

DESCRIPTION OF SERVICES. Beginning on- June 18, 2015, Timothy R. Wooldridge Interiors Ltd. will provide to The Westbury Condominiums Association, Inc. the interior design services included in Exhibit A (collectively, the "Services").

All services will be completed by the Interior Design Company at 869 Farmington Ave., 20 Outlook Ave., 30 Outlook Ave., West Hartford, Connecticut 06119.

PAYMENT. Payment shall be made to Timothy R. Wooldridge Interiors Ltd., Hartford, Connecticut 06105. The Westbury Condominiums Association, Inc. agrees to pay the sum of \$20,775.00 as follows:

<u>Event</u>	<u>Payment Amount</u>
Retainer (10% retainage withheld)	\$3,600.00
Completion of Building 1 (10% retainage withheld)	\$5,032.50
Completion of building 2 (10% retainage withheld)	\$5,032.50
Completion of building 3 (less 10% retainage)	\$5,032.50
Payment of 10% retainage upon satisfactory project completion & installation	\$2,077.50

P. 1/4

Completion of a building shall be defined as: all design elements are satisfactorily installed.

TERM. This Contract will terminate automatically upon completion by Timothy R. Wooldridge Interiors Ltd. of the Services required by this Contract.

Upon termination of this Contract, Timothy R. Wooldridge Interiors Ltd. will return to The Westbury Condominiums Association, Inc. all records, notes, documentation and other items that were used, created, or controlled by Timothy R. Wooldridge Interiors Ltd. during the term of this Contract.

INDEMNIFICATION. Timothy R. Wooldridge Interiors Ltd. agrees to indemnify and hold The Westbury Condominiums Association, Inc. harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against The Westbury Condominiums Association, Inc. that result from the acts or omissions of Timothy R. Wooldridge Interiors Ltd. and/or Timothy R. Wooldridge Interiors Ltd.'s employees, agents, or representatives.

WARRANTY. Timothy R. Wooldridge Interiors Ltd. shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Timothy R. Wooldridge Interiors Ltd.'s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Timothy R. Wooldridge Interiors Ltd. on similar projects. Timothy R. Wooldridge Interiors Ltd. makes no warranty as to workmanship or materials by third parties.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the

automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

P. 3/4

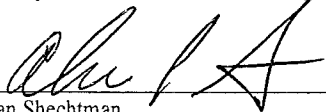
GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Connecticut.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

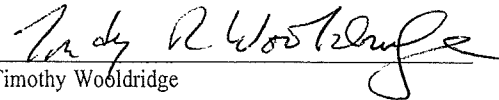
WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATORIES. This Agreement shall be signed on behalf of The Westbury Condominiums Association, Inc. by Alan Shechtman, President and on behalf of Timothy R. Wooldridge Interiors Ltd. by Timothy Wooldridge and effective as of the date first above written.

Service Recipient:
The Westbury Condominiums Association, Inc.

By:  6/18/95
Alan Shechtman
President

Service Provider:
Timothy R. Wooldridge Interiors Ltd.

By: 
Timothy Wooldridge

P. 4/4

EXHIBIT A---SCOPE OF SERVICES

1. **AREAS TO BE DESIGNED:** all interior common areas, excluding basements and laundry rooms, in 869 Farmington Avenue, 20 Outlook Avenue and 30 Outlook Avenue, West Hartford, Connecticut.

2. **DESIGN ELEMENTS INCLUDE:** carpet, wall coverings, paint, moldings and trim, lighting as needed, renewable carpet inserts in vestibules, railing for realtors lock boxes, secure box for outgoing mail, door sweeps under each unit door, user-friendly interior door handles, cabinetry for the annunciator panels, permanent display area for notices, lobby furniture, art work for halls.

3. **DESIGNS:** Designer will create a minimum of three different design boards with three boards of each for display in each of the buildings, for a total of at least 9 boards. Specifications for design elements will be submitted to the Executive Board.

4. **TIME FRAME FOR DELIVERY OF DESIGNS TO EXECUTIVE BOARD:** The design boards will be available within 60 days of signing of contract.

5. **GENERAL CONTRACTOR:** Designer will recommend up to two General Contractors and will assist the Executive Board of the Association in evaluating their qualifications for the project.

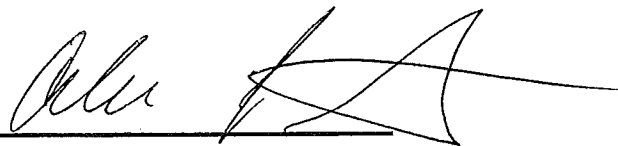
6. **RECOMMENDATIONS:** Designer will recommend two vendors for major components of the project during the 45 day design period. He will acquaint the vendors with the buildings and the project. The designer and Board will meet with and discuss the project with the vendors.

7. **COST ESTIMATES:** Cost estimates will be provided for each design to assist the Board in budgeting the project. Vendor quotes will be available when the design Boards are presented.

8. **RESIDENT INPUT:** Designer agrees to attend owner meeting to unveil, present and discuss proposed designs.

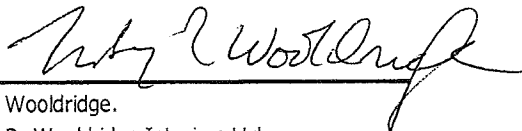
9. **DESIGNER ROLE DURING INSTALLATION:** The Designer will aid, communicate, and work with General Contractor as needed—alterations/change orders, etc. Any change orders involving material quality, installation quality, or design schemes are to be communicated to and approved of by the Board. The Designer will make site visits and inspections as necessary and appropriate to aid and ensure proper installation quality.

X



Alan Shechtman - President
The Westbury Condominiums Association, Inc.

X



Timothy Wooldridge.
Timothy R. Wooldridge Interiors Ltd