

## OWNER TERMS AND CONDITIONS

The following terms and conditions are hereby incorporated by reference in the Letter to which they are attached. Capitalized terms used herein but not defined have the meanings set forth in the Letter.

1. BASIC SERVICES. Consultant shall furnish and perform the professional services for the project which are set forth in this Agreement and those services that are reasonably inferable from or incidental to such services (collectively, "Basic Services"). Consultant shall perform all Basic Services in consultation with Owner and in coordination with Owner's other consultants, and in such manner, sequence and timing so as to best coordinate with Owner's requirements pursuant to the schedule set forth in this Agreement ("Work Schedule"). Consultant, at all times during the term of this Agreement, shall employ sufficient personnel to complete all services in accordance with the Work Schedule. Consultant agrees to perform all services in strict conformance with the Work Schedule.

2. PAYMENTS. As full and complete compensation for the Basic Services, Owner shall pay Consultant the amount and in the manner set forth in this Agreement, in case subject to acceptance by Owner of the respective work. Payments are due within 30 days after the Owner's receipt of the Consultant's properly prepared invoice and approval of the services described therein. No payment to the Consultant shall be deemed an acceptance of work not completed in accordance with this Agreement. Consultant shall not be entitled to any expense reimbursement unless expressly set forth otherwise in this Agreement. If expense reimbursement is allowed, such expense shall be invoiced at cost with no mark-up.

3. ADDITIONAL SERVICES. Prior to performing any service which the Consultant claims to be outside the basic scope of the Basic Services ("Additional Service"), the Consultant shall provide written notice to the Owner that the service is an Additional Service, and shall inform the Owner of the cost of such Additional Service, either as a stipulated sum or in the form of hourly rates subject to a maximum. Consultant shall have no right to payment for any Additional Services unless the Owner has agreed beforehand in writing to the scope and fee.

4. SUBMISSIONS. The drawings, specifications and other work product submitted by the Consultant hereunder shall be in accordance with the professional standards applicable to projects of the size, budget and location of the Project, shall comply with all applicable governmental regulations, and shall be complete in all respects. Any errors, omissions or ambiguities shall be resolved by the Consultant at no cost to the Owner. All work product created by Consultant in performance of the Basic Services or any Additional Services shall be deemed work for hire and the exclusive property of Owner.

5. TERM AND TERMINATION. The term of this Agreement shall commence on the date the Letter is signed by Consultant and shall terminate following Owner's acceptance of the Basic Services and any Additional Services, unless terminated earlier as provided herein. This Agreement may be terminated by either party in case of substantial breach by the other, upon seven (7) days' written notice. This Agreement may be terminated for convenience and without cause by the Owner upon three (3) days' written notice to the Consultant, and in case of such termination, the Owner shall pay the Consultant for services completed prior to the effective date of termination.

6. CONFIDENTIALITY. The Consultant shall keep all information regarding the Project and this Agreement strictly confidential (except for necessary disclosures to governmental authorities having jurisdiction over the Project) and shall not itself cause or permit any publicity or disclosure related thereto without the prior written approval of the Owner.

7. OWNER'S LIABILITY. The obligations of Owner under this Agreement do not constitute personal obligations of the individual partners, directors, officers, members or shareholders of Owner, and Consultant agrees that any liability of Owner shall be limited to Owner's interest in the Project and the proceeds of any insurance which may be carried by Owner. In no event shall Owner be liable for any consequential, indirect, special, or punitive damages.

8. The Consultant will provide and maintain at all relevant times at its own expense the following minimum types and limits of insurance, to cover the risk of loss associated with its work: 1) Workers

Compensation, with statutory limits, and Employers Liability with limits of at least \$1,000,000 each accident, including a waiver of subrogation in favor of Owner, 2) Commercial General Liability with limits of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate naming Owner as an additional insured, 3) Automobile Liability with limits of at least \$1,000,000 each accident, and 4) Professional Liability (Errors & Omissions) with limits of at least \$2,000,000 each claim, which shall be maintained for at least 3 years after the completion of the Consultant's work. Consultant will name Collins Project Management as an additional insured. Consultant will provide Owner with an acceptable certificate of insurance upon request.

9. INDEMNITY. Consultant agrees to indemnify, defend and hold harmless Owner, its members, officers, directors, employees and agents from and against any claim, loss, liability, duty, obligation or damage and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees) arising out of the negligent acts or omissions of Consultant, its contractors, subcontractors, guests, invitees, employees or agents, in connection with the performance of Consultant's obligations under this Agreement, including, without limitation, claims arising from personal injury or death. This section shall survive expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS. In providing services hereunder the Consultant shall comply with all applicable local, state and federal laws, building codes, regulations, ordinances, rules and requirements of, and conditions of any approvals or permits given by all authorities, and the Consultant shall upon the Owner's request produce evidence of such compliance satisfactory to the Owner.

11. TIME. Time is of the essence hereof, and time for completion requirements established by the Agreement shall not be exceeded by the Consultant.

12. CONSTRUCTION PHASE SERVICES. If so provided in the Agreement, the Consultant shall make periodic visits to the site during the construction phase of the Project to become familiar with the progress and quality of the construction work and shall regularly notify the Owner, in writing, whether the work is proceeding in accordance with the drawings, specifications and work product furnished by the Consultant.

13. ASSIGNMENT. The Consultant shall not assign, sublet or transfer any interest in this Agreement without the written consent of the Owner. The Owner may assign this Agreement to any person with a substantial interest in the Project, including without limitation any mortgagee, ground lessor, or successor in interest to the Owner.

14. NOTICES. All notices, demands, invoices for payment, payments and other communications required hereunder shall be in writing and shall be deemed to have been duly given if transmitted by email, with an accompanying request for confirmation of receipt, by hand delivery, by certified mail, or by commercial carrier, if to Consultant, to the address set forth in the Letter, and if to Owner, to:

Jeff Littleton  
ASHRAE Executive Director  
ASHRAE  
1791 Tullie Circle NE  
Atlanta, GA 30329  
Phone: 678-539-1100  
Email.: jlittleton@ashrae.com

With a copy to:

Greg Kerr  
Sr. Project Manager  
Collins Project Management  
45 Technology Parkway, Suite 230  
Peachtree Corners, Ga. 30092  
Phone: 678-367-4911  
Email: gkerr@collinspm.com

15. DISPUTE RESOLUTION. If neither direct discussions nor mediation successfully resolves any dispute under this Agreement, the parties agree that action may be filed in the appropriate state or federal court located in the jurisdiction in which the Project is located. The party prevailing in such claim, action or proceeding, as the case may be, whether by out of court settlement or final judgment, shall be entitled, in addition to such other relief as may be granted, to the reasonable sum of attorneys' fees, expert and consulting fees, court costs and all other costs incurred in such action or proceeding and any appeals in connection therewith.

16. MISCELLANEOUS PROVISIONS. This Agreement represents the complete and integrated agreement between the parties; supersedes all prior agreements; may be amended only in writing; is binding upon the parties, their successors, assigns, and legal representatives; and shall be governed by the laws of the State of Georgia.