



Focusing Terms and Conditions

For the year 2024, Tirschwell & Co., Inc (TLD) shall provide all workforce to change lamps and aim existing lighting.

The Client will provide all protection, ladders, scaffolding, light bulbs, and any additional lenses to successfully shape the light to the artwork. All ladders to be A Frame style without a Trestle Extension. The Client may request for TLD to provide lenses and other accessories.

TLD shall provide two on-site personnel for any focusing where a ladder exceeds 12', lights are accessed from above the ceiling, or scaffolding or a lift is required to access the lights.

The Client shall provide and construct a moveable Baker style scaffolding or provide a motorized personal lift for any ceiling taller than sixteen feet.

The Client confirms that at all times TLD is working on site, Client shall have in place appropriate insurance for all objects in and around the rooms where TLD is working. At all times TLD shall provide the Work of the Project, TLD shall carry general liability coverage of \$2,000,00.00 and NYS worker's compensation coverage at statutory amounts.

TLD has not verified the structural, electrical, or the mechanical integrity of the existing lighting installation and is relying on its reasonable assumption that prior to any work by TLD, all lights, cover trims, and accessories shall be intact, properly installed and wired. TLD shall not be responsible for any damage or loss resulting from glass, trims, art, and/or other items that were installed prior to our work which may drop from the lights, or any electrical issues that may result in damage or loss.

TLD shall have final decision-making as to the feasibility of aiming lights, with consideration of existing furniture, artwork, and decorative lights. In the event TLD determines that it cannot successfully complete the aiming of one or more lights, TLD shall notify the Client and the Client will have the option of relocating any objects(s) which may be in the way of TLD staff and ladders.

Specialty Services

The aiming of lights and cutting of templates takes time. As examples, the aiming of a single light for a framed piece of art may take between thirty minutes and two hours, and up to four hours for a sculpture. The Client is advised to consider additional personnel during the aiming process and at Client's prior request, TLD shall arrange for additional on-site personnel for this purpose.

Travel

If the project is in Manhattan, a fifty dollar travel fee is applied to and from the project.

If the project is outside Manhattan but within driving distance, all travel time will be invoiced at 2/3 the hourly rates of the personnel traveling to the project Site.

If the project is located more than 120 miles from Manhattan, travel day rates shall apply. All air travel where the accumulated flight time is longer than five hours shall be booked in business class or higher. For overnight stays, at Client's option with appropriate advance notice, TLD staff shall be housed on site, or alternatively, TLD shall arrange for hotel accommodations, as available.

Fees and Payment

<u>Senior Lead</u>	<u>\$325 per hour</u>	<u>\$2600 per day</u>
<u>Lead Tech</u>	<u>\$275 per hour</u>	<u>\$2200 per day</u>
<u>Assistant Tech</u>	<u>\$200 per hour</u>	<u>\$1600 per day</u>

There is a two-hour minimum charge for all on-site services, regardless of the work being performed.

A deposit of \$200 per light and reimbursement for all air travel costs are required before the focusing date.

Remaining balances will be invoiced and due and payable ten (10) days from the date of Invoice.

The Client may elect to send photos of the current installation for review prior to commencement of work. TLD will delete and destroy all images after work commences.

Any project that has more than fifty lights must be reviewed, in person, prior to the commencement of work, regardless of location.

All invoices which remain unpaid beyond the 15-day grace period shall accrue interest at a rate of 1.5% per month. In the event that the Client disputes any TLD invoice, Client shall provide a written statement within fifteen days of receipt of TLD's invoice detailing Client's reasons for objection to TLD's invoice and the Client shall promptly pay the undisputed portion of TLD's invoice. In the event the Client fails to timely deliver their reasons for objection to TLD's invoice, the objections are deemed satisfied or waived.

In the event the aggregate amount of TLD's invoices in dispute by the Client exceeds \$5,000.00, TLD reserves the right to terminate its services and this Agreement on seven (7) days' written notice.

Failure to pay TLD in a timely manner shall result in the stoppage of work without the need for any written notice to You. TLD is not responsible for delays, consequential damages, and/or special damages occurring because of Client's failure to make payments when due. The Client agrees to indemnify and hold TLD harmless from any claim or liability resulting from such suspension. No third party shall have any right to enforce any term or provision of this Agreement and no third party is a beneficiary of this Agreement.

Termination

TLD and Client each has the right to terminate this Agreement at any time, with or without cause, upon ten (10) days' prior written notice, but if such termination is without cause, Client shall upon such termination pay TLD all unpaid, undisputed amounts due for the services rendered prior to notice of termination.

In the event of termination, suspension or abandonment ("termination event") of the Project by the Client, then no later than ten (10) days from such termination event, TLD shall be paid for all services and reimbursable expenses rendered to date of termination event. In addition, if the termination, suspension or abandonment is without cause, TLD shall be paid an additional termination fee equal to ten (10%) percent of the total compensation for Services and Additional Services billable to the date of the termination, suspension or abandonment, which the parties agree is fair and reasonable under the circumstances. The Client's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for TLD to suspend or terminate services. Both the Client and TLD may suspend or terminate this Agreement after giving no less than seven day's written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

Neither the Client nor TLD shall be liable to the other or shall make any claim for incidental, indirect, punitive or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to the loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Dispute Resolution

Except as specifically set forth herein, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association before a single Arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, to address irreparable damage, for which the award of damages would not be adequate compensation, the non-breaching party may institute an action in a court of law to enjoin the breaching party from any and all actions in violation of those threatened acts and shall have the right to seek injunctive or other equitable relief. The prevailing party will be entitled to receive from the non-prevailing party all costs, damages and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with an action, proceeding or arbitration, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party who may be fairly said by the arbitrator (or the Court in an action pertaining to equitable or injunctive relief) to have prevailed on the major disputed issues. Client hereby consents to the arbitration in the State of New York in the County of New York and for actions pertaining to equitable and injunctive relief, venue in the Supreme Court, New York County.

TLD shall not transfer, subcontract, or sell this contract to a third party without the Client's express written consent.

Confidentiality

TLD represents and agrees that TLD will keep the project description, the client, the artwork involved, and the project location (collectively _the "information") confidential, and that TLD will not disclose the Information to anyone other than TLD's professional advisors and representatives. Notwithstanding the foregoing, TLD may reference the project in its promotional materials but shall not include any of the aforementioned Information.