

AGREEMENT

THIS AGREEMENT is entered into as of _____, 20____, by and between _____ (“Owner”), whose address is _____ and the Unit Owners Association of The Lauren, A Condominium (“Association”), the address of which is 1301 20th Street, NW, Washington, DC 20036.

Recitals

- A. The Owner owns unit # _____ (“Unit”) in The Lauren, A Condominium (“Condominium”), located at 1301 20th Street, NW, Washington, DC 20036.
- B. The Association is the legally constituted unit owners association for the Condominium.
- C. Under the Condominium’s Declaration and Bylaws, individual unit owners are responsible for the costs of maintenance, repair and replacement of their units’ windows.
- D. While the Association has no legal duty or responsibility with respect to maintenance, repair or replacement of the units’ windows, the Association’s Board of Directors (“Board”) has decided to coordinate unit owners’ replacement of their units’ windows by entering into a single contract for replacement of windows serving multiple units, at the expense of the owners of those units, to ensure that the replacements are uniform in appearance, and to achieve economies of scale for the benefit of the individual unit owners participating in the replacement project.
- E. The Owner wishes to participate in the replacement project, and to have the Unit’s windows replaced at the Owner’s sole expense, subject to the terms and conditions of this Agreement.

In consideration of the foregoing, and of the mutual promises and covenants herein, the parties agree as follows.

1. The Association shall enter into a contract (“Contract”) with a licensed and insured contractor approved by the Board for replacement of the Unit’s windows, along with windows serving other units in the Condominium. The total cost of the window replacements to be made under the Contract shall be paid on an pro rata basis by the unit owners whose windows will be replaced, based on the number of windows to be replaced.

2. As of the date of this Agreement, the Owner has deposited with the Association the amount of \$ _____ , which represents the estimated cost of replacing the Unit's windows. If the foregoing amount is not sufficient to pay the Owner's pro rata share of the total cost of window replacement under the Contract, the Owner shall pay any additional amounts to the Association, not later than 30 days after written notice thereof. If the amount deposited by the Owner exceeds the actual cost payable by the Owner under this Agreement, any excess shall be refunded to the Owner.

3. The Association shall administer the Contract and shall oversee the replacement work. The Owner shall be given reasonable notice of the dates and times at which access to the Unit will be necessary for performance of the work required by the Contract, for inspection of the Unit's windows, for correction of any deficiencies in the work, or for any other purpose necessary in connection with the replacement of the Unit's windows.

4. The Owner shall cooperate fully with the Association, the Association's General Manager ("Management"), the Association's designated consultants, and the window replacement contractor ("Contractor") to ensure that the work required by the Contract is completed efficiently and on schedule. Without limiting the generality of the foregoing requirement, the Owner shall provide access to the Unit, and access to the areas around the Unit's windows, at the times and dates specified in any notices sent to the Owner, as provided above, and the Owner shall not interfere with the scheduled performance of the work or attempt to direct the Contractor's personnel in the performance of the work.

5. The Owner shall promptly report to Management, in writing, any problems in connection with the window replacement work performed in the Unit, or any problems with the replacement windows, so that such problems can be addressed by the Contractor in a timely manner. Management or the Association's other designated representatives shall communicate to the Contractor any issues and concerns reported in writing to Management by the Owner. The Contractor and the Association shall have the Contractor's warranty on the installation work, and the manufacturer's warranty for the components of the Unit's windows, assigned to the Owner, and the Owner shall be responsible for arranging for service to the Unit's windows under the warranties, and for asserting any warranty claims with respect to the Unit's windows.

6. The Owner acknowledges and agrees that replacement of the Unit's windows is the Owner's sole responsibility under the Condominium's Declaration and Bylaws, that the Association and Management, have no legal duty to assist the Owner in the replacement of the Unit's windows, and that the Association is entering into the Contract and into this Agreement for the Owner's benefit and convenience. Accordingly, in consideration of the foregoing, the Owner hereby releases, indemnifies

and holds harmless the Association, its consultants and Management, and their respective members, directors, officers, principals, agents and employees, from and against any and all claims, damages, causes of action, costs and expenses arising in connection with this Agreement, with the Contract, with the replacement windows and with any and all work to be performed in the Unit hereunder or under the Contract. Any and all costs, including legal fees, that may be incurred by the Association in connection with the Contractor or the window replacement project, including without limitation any and all costs, including legal fees, that may be incurred by the Association in asserting any claims arising under the Contract, shall be paid, upon demand, by the owners of the units to which such claims apply, in proportion to their relative costs of window replacement.

7. After completion of replacement of the Unit's windows, the Owner shall have sole responsibility for the cost of maintenance, repair and replacement of the new windows installed, as provided in the Condominium's Bylaws, and the Association shall have no such responsibility.

8. In the event of any breach of the Owner's obligations under this Agreement, without waiving any rights or remedies available to the Association at law or in equity, or in the event of a determination by the Board that completion of the planned window replacement project is not feasible for any reason, the Association shall have the right to terminate this Agreement, to stop any work in the Unit, and to retain any and all amounts deposited or paid by the Owner under this Agreement, as necessary to cover the cost of any work performed, or to cover the costs of any window components and other materials that have been ordered for the work to be performed in the Unit. If the amounts paid by the Owner are not sufficient to cover such costs, the Owner shall pay all additional amounts not later than 30 days after written notice from the Association. If the amounts paid by the Owner are more than sufficient to cover such costs, the Association shall refund any excess to the Owner. After termination of this Agreement, the Association shall have no further obligation or liability to the Owner hereunder, and shall have no further obligation or liability with respect to this Agreement or with respect to the completion of any work in connection with replacement of Unit's windows.

9. The Owner shall not assign this Agreement without the prior written consent of the Association.

10. Any notice required or permitted by this Agreement shall be in writing and shall be delivered via hand delivery, facsimile, first class U.S. Mail, or recognized overnight delivery service with delivery confirmation, and shall be directed to the parties at their addresses first set forth above. Notice via first class U.S. Mail shall be deemed effective three (3) days after deposit with the U.S. Postal Service. Notice via hand delivery,

facsimile, or recognized overnight delivery service shall be deemed effective upon receipt.

11. If litigation is required to enforce this Agreement, the prevailing party shall be entitled to an award of costs and attorney's fees.

12. This Agreement shall be enforced and interpreted under the laws of the District of Columbia. Venue for any legal action under this Agreement shall be in courts having jurisdiction over the District of Columbia. If any part of this Agreement is adjudged unlawful or unenforceable under District of Columbia law, the remainder of this Agreement shall survive and remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

OWNER

Signature

OWNER

Signature

UNIT OWNERS ASSOCIATION OF THE LAUREN, A CONDOMINIUM

By: _____

Title