



Proposal/Conditional Sales Contract

April 21, 2006

To: James Wolfe
Congregation Mt. Sinai Anshe Emeth
135 Bennett Avenue
N Y C, NY 10040

Phone: 212-740-0744

Fax:

Pages: 1 of 2 Bid # 33006B Re: Installation of new Eruv lines

In accordance with your overhead photo received by email and my drive through of the project with you and subsequently with Ben Sandler, we are pleased to submit this proposal to furnish and install 1/4" yellow nylon cord and or clear fishing line Eruv's and related materials onto existing NYC lighting poles and as indicated below as follows:

West 192nd Street: Install Eruvs starting at an eye bolt set into the natural cliff wall on the west side of Bennett Ave., install a 42" Leche below it, continue the Eruv running east on 192nd St. to Broadway, south on Broadway, remaining on the west side of the street to a pole light at 183rd St. and return to the south side of the building directly north of the police station and to an eye bolt set into the building above the pole below it. This work will be performed during daytime hours.

West 181st Street: Install Eruvs starting at an eye bolt set into the building at the north east corner of Bennett Ave. (the left of the stores awning). Install a 42" Leche against the wall painted gray below the eye bolt. Continue the Eruv west on 181st Street, zig zagging from light pole to light pole, as reviewed, west on 181st St. to a pole light next to a building on the north side of 181st St. north of Haven Ave. Continue the Eruv to an eye bolt anchored into the side of the building at 867 W 181 St., west of the entrance to that building. Install a 42" Leche below the eye bolt. Most of this work will be performed at night due to the traffic.

Margaret Corbin Plaza: Install one (1) 8' high pole (paint black) with cap and eye bolt to the exterior of the fence to the left of the small hut on the west side of the circle, begin the Eruv at the top of this pole to the nearest light pole, east across the circle to the light pole on the opposite side, continue to the MTA building at the corner. Attach the Eruv to an eye bolt secured to the parapet. Install a 42" high Leche below it securing into the mortar only.

Steps on Fort Washington Ave.: Install two (2) 8' poles with caps and eye bolts to the fence on either side of the entrance to the steps down the hill and connect the poles with an Eruv.

Please note:

1. Spectrum on Broadway (SoB) is fully covered with liability and workman's compensation insurance, however, any permits, violations and or legal expenses incurred during or as a result of this work is the purchaser's complete responsibility including the full cost to correct any such violations and or legal fees.
2. Should the work or any portion of the work be suspended and or stopped at any time for any reason before the completion of this project, SoB will be paid in full for the work completed to date.
3. The cost for time which may be lost due to landlords or city agencies disruption of work will be charged additional on a "time and material" basis at our standard rates.

Cost- Labor (2 men), bucket truck, and materials.....\$12,930.00 with tax exempt certificate.

Payment schedule- 50% deposit, balance on completion.

Thank you,

Richard Dieterle
VP

TERMS AND CONDITIONS

1) Purchaser hereby purchases the sign as specified above pursuant to the terms and conditions hereof. 2) The title to and ownership of the sign herein contracted for, shall remain in the Seller until the entire purchase price herein agreed to be paid, shall be actually paid in cash. 3) If installation of the sign is included under this Contract, Purchaser agrees not to place or move the sign; including any property used in connection therewith, until full and final payment has been made to Seller. Purchaser agrees to provide an AC electrical connection of sufficient capacity to operate the sign within two (2) feet of an indoor sign and within two (2) feet of an outdoor sign on the exterior of the building. Each sign shall be delivered/installed on a mutually agreeable date. In the event that the installation site is not ready to receive the sign installation on such date, for any reason, including, but not limited to, (a) Purchaser's failure to provide the aforementioned electrical connection or (b) Purchaser's failure to provide access to the installation site or in the event that Seller's installers are prevented from starting or completing the installation or Seller's installers are instructed by Purchaser not to perform the installation, then Seller may, at its option, remove the sign from the site and any damage resulting therefrom shall be at Purchaser's risk and expense. Additionally, Purchaser hereby agrees to pay expenses incurred by Seller, including but not limited to, labor for the removal and subsequent reinstallation of the sign, storage and repairs to the sign required as a result of the additional movement of the sign or discarding of the sign whichever is applicable. 4) In the event that Purchaser fails to make any payment when due, Seller shall have the right to enter upon the premises upon which such sign is installed, and, by its agents, representatives and employees take possession of and remove the same, and the Purchaser shall afford every facility therefor. If the sign shall be taken by the Seller under this Contract, by reason of the failure of the Purchaser to make any payment, then, and in any such case, the Purchaser shall pay the Seller all expenses incurred by the Seller under this Contract and in retaking, selling or discarding the sign, and for all damages to the Seller arising from the wear and tear of the sign, but this shall not be construed to preclude the Seller from pursuing any legal remedy for the recovery of any other sum which may be due it, under the terms of this Contract. Purchaser agrees to reimburse Seller for reasonable legal fees and expenses, which the Seller may incur as a result of Purchaser's breach of the terms and conditions of this Contract. 5) Seller warrants its sign against mechanical and electrical defects in its operation for a period of ninety (90) days from the date of installation. This warranty does not extend to breakage of any nature incurred after installation. 6) Seller shall not be liable for any failure in the performance of its obligations pursuant to the terms and conditions of this Contract which result from war, strikes, acts of Labor Unions, fires, floods, earthquakes, acts of God, or other conditions beyond its control. 7) This Contract constitutes the entire understanding between the parties. It supersedes all prior oral representations, understandings or agreements and it cannot be changed, modified, altered or terminated except in a writing executed by Purchaser and Seller. 8) Purchaser may not assign this Contract to any other party without the prior written consent of Seller. 9) The invalidity of any covenant, restriction, term, condition, limitation, or any other part or provision of this Contract shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of this Contract. 10) All balances remaining unpaid after thirty (30) days shall accrue interest at one and one-half (1 1/2%) percent per month until paid or at the highest legal rate of interest allowable, whichever is less.

NOTE: This proposal may be withdrawn by us if not accepted within

days.

AUTHORIZED SIGNATURE

Title

NAME (Print)

Date

PO #