

NEW YORK STATE HOMELESS HOUSING AND ASSISTANCE CORPORATION
RIDER A:
RIDER TO AGREEMENT BETWEEN OWNER AND ARCHITECT:
PROVISIONS REQUIRED BY HHAC
Revised 12/2009

The Architect has either been furnished with a copy of the Agreement (the "HHAC Agreement") between the Owner and the New York State Homeless Housing and Assistance Corporation (the "Corporation") for the establishment and operation of a Homeless Project as defined in the New York State Social Services Law, or has been provided an opportunity to obtain and read the HHAC Agreement.

1. Nothing contained in the Owner-Architect Agreement shall impair the rights of the Corporation under the HHAC Agreement.
2. The Architect acknowledges and assents to the Corporation's option to direct the Owner to assign to the Corporation or its agent the Owner's rights and interests in the enforcement of the Owner-Architect Agreement.
3. The Owner is fully responsible to the Corporation under the HHAC Agreement for the acts and omissions of the Architect, the Architect's agents, and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Owner, and the work performed by the Architect must be in accordance with the terms of the HHAC Agreement.
4. Excepting the Corporation's option to require the Owner's assignment of the Owner-Architect Agreement to the Corporation, nothing contained in the Owner-Architect Agreement or under the HHAC Agreement shall create any contractual relationship between the Architect and Corporation.
5. The Owner-Architect Agreement shall be subject to approval by the Corporation and the continued availability of State funds under the HHAC Agreement.
6. Work performed by the Architect must be in accordance with the terms of the HHAC Agreement between the Corporation and the Sponsor.
7. The Architect shall permit representatives of the Corporation to conduct such inspections, review and tests of work performed under the contract, as the Corporation may deem necessary.
8. All references herein to "DASNY" shall also mean any HHAC approved Architectural Consultant, if applicable. DASNY provides services only to HHAC and does not provide services and has no obligation to the Owner, Architect or any Design Consultant.

Owner (signature)

Architect (signature)

Date

Date