

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE
VETERANS ASSISTANCE COMMISSION OF DUPAGE COUNTY

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 20th day of August, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and the VETERANS ASSISTANCE COMMISSION OF DUPAGE COUNTY, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the "VAC").

RECITALS

WHEREAS, the VAC and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the VAC authority to provide general assistance to veterans and their families, (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and VAC have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the VAC shall undertake the PROJECT and the COUNTY shall reimburse the VAC for PROJECT expenses up to twenty-five thousand dollars (\$25,000) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

1.3 The COUNTY and VAC shall be referred to herein collectively as the "Parties," or individually as a "Party."

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT involves the administration of a grant program to the Chicagoland Veterans Museum and Campus, d.b.a. Chicagoland Veterans Campus. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.

2.2 The COUNTY shall administer the grant program jointly with the VAC. The VAC shall review submissions from the Chicagoland Veterans Campus and shall direct the disbursement of funds to the Chicagoland Veterans Campus.

3.0 FUNDING.

3.1 The PROJECT'S gross total expenses are estimated at forty-five thousand, six-hundred sixty dollars (\$45,660).

3.2 It is the intention of the Parties that up to twenty-five thousand dollars (\$25,000) in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the VAC'S PROJECT costs.

4.0 VAC'S RESPONSIBILITIES.

4.1 The VAC shall be responsible for the receipt and initial review of grant expenses submitted under the PROJECT.

4.2 The VAC shall submit one final invoice to the COUNTY upon the completion of the material portion of the project.

4.3 The VAC shall make direct payments to the Chicagoland Veterans Campus related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VAC.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 Upon receipt of the VAC'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VAC for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VAC shall not exceed twenty-five thousand dollars (\$25,000.00). In the event PROJECT costs total less than twenty-five thousand dollars (\$25,000.00), the VAC's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The VAC shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VAC and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the VAC shall require that its consultants and contractors indemnify, defend and hold harmless the VAC and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VAC'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect the completion by the VAC and COUNTY of their respective obligations under this AGREEMENT.
- 9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025 shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE VAC:

Steve Fixler
421 N. County Farm Road
Wheaton, IL 60187

ON BEHALF OF THE COUNTY:

Jeremy Custer
421 N. County Farm Road
Wheaton, IL 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the

failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO THIRD-PARTY BENEFICIARY.

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

Veterans Assistance Commission

Deborah Conroy
Chairman

Bruce Mayor
Board President

✓

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

VAC Secretary

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DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

Organization	Veterans Assistance Commission of DuPage County
Contact Person	Chicagoland Veterans Campus (Chicagoland Veterans Museum & Library) Lorenzo Fiorentino
Address	37-39 Army Trail Blvd
City	Addison, IL 60101
Phone Number	708-606-0742
Email	lorenzoafiorentino@yahoo.com

SECTION II Project Description

Project Title	Converting two bathrooms to ADA compliant & remodeling two additional bathrooms
Cost of the Project	\$45,660 grant amount \$25,000
Brief Description of the Scope of Initiative	We would like to convert our two bathrooms on the ground level of our Veterans Campus to ADA compliant & remodel two additional bathrooms on the second floor.
Desired Outcomes	Our desired outcome is to have bathrooms that are modern, ADA compliant, with a final product having a "throw-back" look to pay homage to our Veterans' service.

SECTION III Signature

Member Name	Sam Tomatore and Cindy Cronin Cahill
District	1
Signature	

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)



Chicagoland Combined Veterans Museum & Library dba Chicagoland Veterans Campus

May 30, 2025

Dear Board Members,

We asking to be considered for the Member Initiative Program Grant.

The Chicagoland Veterans Campus will be comprised of six independent museums, each of which holds its own 501c3 status. The museums are: Chicagoland Combined Veterans Museum & Library; the Italian American Veterans Museum; Camp Grant Historical Society & Museum; Hellenic American Veterans Museum; the 10th Mountain Division Museum and that has not fully committed yet. There we will also be a Veteran Resource Center and Service Officer on staff in keeping with all of our museum's missions to support Veterans, their families and community. Additionally, we will have a Veterans History library, which will highlight individual Veterans histories and be a valued resource for scholars.

We ask for your financial support in converting our two bathrooms on the ground level of our Veterans Campus to meet ADA compliance & remodel two additional bathrooms on the second floor. Our desired outcome is to have bathrooms that are modern, ADA compliant, with a final product having a "throw-back" look to pay homage to our Veterans' service.

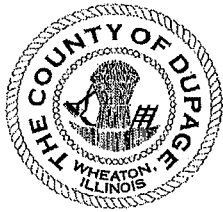
The Chicagoland Combined Veterans Museum IRS ID: 86-1751109, IL Dep of Rev ID: E99006249. Please consult your tax advisor for additional information.

Thank you in advance, if I can be of any further assistance, I can be reached via email at, lorenzoafiorentino@yahoo.com, or by phone at 708-606-0742.

For God and Country,

Lorenzo A. Fiorentino, MA-HSA
Major, Military Police, U.S. Army (ret.)
President, Chicagoland Combined Veterans Museum

**8664 West Grand Avenue, River Grove, Illinois 60171
37-39 Army Trail Boulevard, Addison, IL 60101**



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Chicagoland Veterans Campus
CONTACT PERSON:	Lorenzo A. Fiorentino
CONTACT EMAIL:	lorenzoafiorentino@yahoo.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

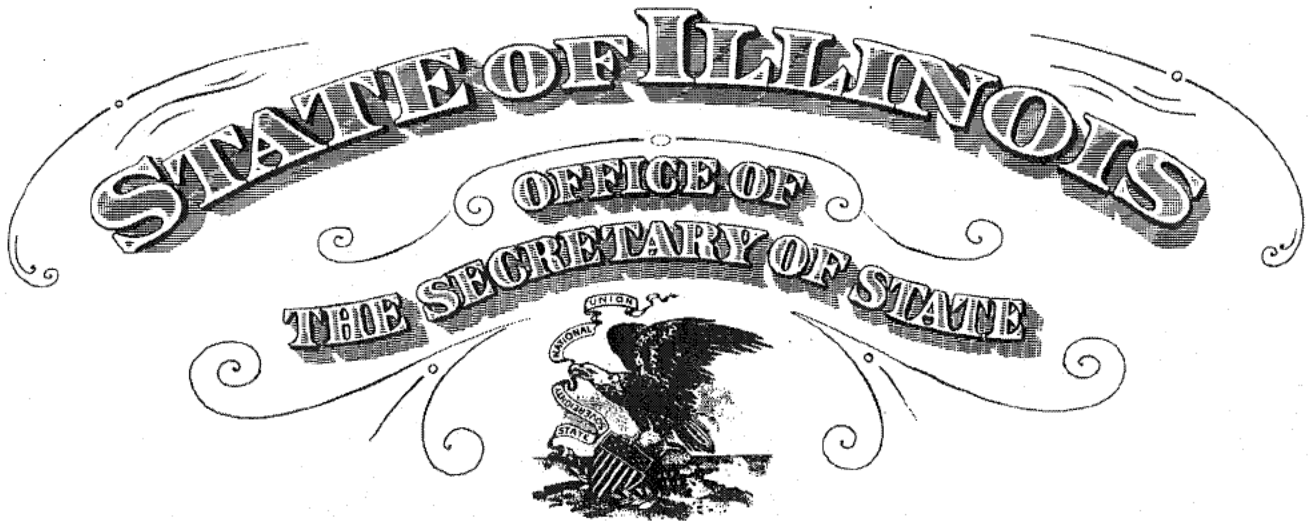
By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge. (1)

Printed Name: Lorenzo A. Fiorentino

Signature _____

Title: President

Date: 5/19/25



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the

Department of Business Services. I certify that

CHICAGOLAND COMBINED VETERANS MUSEUM AND LIBRARY INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 11, 2020, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 3RD
day of MARCH A.D. 2025 .***



Commercial • Multi-Family • Healthcare

Chicagoland Veteran's Campus

Bathroom Remodel

Submitted by: David Benning

5/19/2025





PROPERTY MANAGER

Chicagoland Veteran's Campus
A: Lorenzo Fiorentino
E: lorenzoaflorentino@yahoo.com

PROPERTY LOCATION

37 Army Trail Road
Addison, IL

PROJECT DESCRIPTION

Basement Bathroom Remodel

- Bathroom Remodel (2 lower-level bathrooms) –
- Demo and dispose of (2) sections of approximately 8' In. ft. of CMU wall
- Furnish and install (2) sections of CMU wall and angle and depth to allow for ADA compliant entrance
- Patch flooring in areas where wall is to be removed with tile to match existing as closely as possible
- Expand 1 stall in each bathroom to allow for ADA compliance
 - New material to match existing stalls as closely as possible
- Furnish and install (2) new mirrors (1 in each bathroom.)
- Includes painting of walls, ceilings, and bathroom stalls in both bathrooms
 - Includes patching of ceiling above radiator
- Material allowance of \$250.00 per mirror
- Furnish and install new decals for entrances at both bathrooms
- Does not include any electrical or HVAC
- Does not include relocation of any plumbing fixtures
- A contingency of \$5,000.00 has been allotted for work resulting from unforeseen conditions

Upstairs Bathroom Remodel

- Bathroom Remodel (2 upstairs bathrooms) –
- Expand 1 stall in each bathroom to allow for ADA compliance
 - New material to match existing stalls as closely as possible
- Furnish and install (2) new mirrors (1 in each bathroom.)
- Includes painting of walls, ceilings, and bathroom stalls in both bathrooms
- Material allowance of \$250.00 per mirror
- Furnish and install new decals for entrances at both bathrooms
- Does not include any electrical or HVAC
- Does not include relocation of any plumbing fixtures
- A contingency of \$5,000.00 has been allotted for work resulting from unforeseen conditions

Note: Tax exempt status is factored into the above pricing

Total Labor and Materials:

\$45,660.00

General Conditions

- Job site will be cleaned up on a daily basis.
- All debris will be disposed of.
- All material to be installed according to manufacturer's specifications.
- A schedule chart will be given prior to work being performed to alert all parties where we will be throughout the project.
- We will post notices 48 hours in advance to alert homeowners when work is being performed.
- Parking spaces must be provided for (2) work vehicles.
- If parking is unavailable onsite, fees will be charged back to the community at cost.
- Owner to provide water and electricity if necessary.
- Any unforeseen circumstances related to project materials/scope will be noted, photographed, priced, and submitted in the form of a change order.
- Pricing based on normal working hours.
- Work shall not begin prior to 8:00 a.m. and must be completed by 4:30 p.m. each day, Monday - Friday.
- IOC Construction reserves the right to adjust pricing if the proposal is not accepted with 30days from receiving this proposal.



Thank you for the opportunity to provide you and your clients with the following proposal. We are looking forward to working with you and providing services which far exceed your expectations.

INVOICING

Inside Out will issue a deposit invoice upon receipt of the fully executed contract and that invoice is due upon receipt in order for the job to be scheduled. Progress invoices will be issued either monthly or by completion of the contract tasks. This is determined by the size, scope and duration of your project and follow the American Institute of Architects contract document standards. Final invoices, 10% retained revenue, will be billed upon completion of the final walk, punch list or sign-off by third party (if applicable).

PAYMENT

Payments should be made payable to:
IOC Construction
1425 Paramount Pkwy, Ste. B
Batavia, IL 60510

Acceptable forms of payment are: ACH, Check and Money Order. If paying by ACH please contact: accountsreceivable@iocconstruction.com for account information. Also, please add accountsreceivable@iocconstruction.com to your safe sender list to ensure that you get all time sensitive correspondence.

The deposit for your project will be 30 %. Please look for this invoice in your email inbox, it must be received by Inside Out to schedule your project.

Any balance unpaid after 30 days of receipt will be subject to finance and late charges. If the property or client is scheduled to change to another Property Management company, please make sure to let your Inside Out Company representative know.

BILLING INFORMATION

Contact/Entity Name _____

Contact Email _____

Address City, State, ZIP _____

ACCEPTANCE OF PROPOSAL

Please indicate your acceptance of this proposal by signing and returning one copy of this contract. We must have your signed copy in order to secure a start date.

By signing this contract, I acknowledge that I have read, understand and agree to the full terms of this proposal as outlined above.

CONTRACT TERMS

1. **CHANGES IN THE WORK.** Should Customer direct any modification or addition to the work covered by this contract, a change order shall be executed and become a part of this contract. Notwithstanding any failure to issue a written change order, Customer shall be responsible for any work performed

by Contractor at Customer's request. Once ordered, Customer shall be responsible for the cost of any material regardless of any change to the work. Customer shall have the right to terminate this contract at any time, but shall pay for all work performed, materials ordered and costs incurred at the time of termination plus Contractor's demobilization costs ("Termination Costs") and an amount equal to 30% of the Termination Costs and the terms and conditions hereof shall survive termination.

2. **RESPONSIBILITIES OF THE PARTIES.** Contractor shall promptly notify Customer of latent physical conditions at the work site or unknown physical conditions differing materially from those ordinarily encountered. Customer shall pay for any expense incurred due to such conditions. In the event Contractor uncovers any circumstances, including, but not limited to environmental hazards, that are an immediate danger to Customer or Contractor's employees, Contractor shall take such steps and actions as to address the same, the cost of which shall be paid by Customer and Customer shall otherwise indemnify Contractor against all costs and damages related thereto. Customer represents that any and all other systems at the property not otherwise addressed in this agreement are in good repair and condition and agrees to indemnify Contractor for all costs and damages resulting from any defect therein. Customer is responsible for the selection of all materials. Contractor can make material recommendations if requested, but shall bear no responsibility or liability therefore. Client must be available to do final walk through at the end of the project no later than one week following notification that the job has been complete or ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE VOIDED. Customer represents and warrants that the price quoted herein by Contractor for the work is not more than 15% less than all other proposals or bids received by Customer for the work.

3. **WORK.** All work shall be performed to industry standards and in a workmanlike manner. Customer shall take all necessary steps to ensure that the subject property is prepared for the work anticipated in this agreement, free from other trades and otherwise safe for Contractor's employees.

4. **MATERIALS.** Materials are subject to adjustment to price in effect at the time of shipment. Upon shipment of materials from supplier or manufacturer, Customer bears risk of loss therefore. Contractor retains ownership of all materials until full payment is made and shall be allowed to remove the same from the premises in the event of non-payment.

5. **CLEAN-UP.** At the end of the project, Contractor will remove the debris and surplus material created by the work and leave the premises in a neat condition. Contractor will clean work areas and secure tools nightly.
6. **PAYMENT/RIGHT TO STOP WORK.** Contractor shall have the right to stop work if payment is not made when due. Work may be stopped until all payments due are received. This right shall be in addition to any other right or remedy Contractor may have at law or as provided herein. Failure to make payment when due is a material breach of this contract. Customer shall pay Contractor all additional costs incurred as a result of any delays in stopping and starting the project caused by Customer.
7. **LIMITED REPAIR WARRANTY.** All work is warranted for a period of one (1) year from installation, not occupancy. In the event any defect covered under this warranty occurs, Customer shall notify Contractor in writing within 48 hours after discovery of the same and Contractor shall, with reasonable promptness and during normal working hours, remedy the defect. This warranty applies to labor only as all material warranties are provided by the manufacturer. Notification is an express condition precedent to the warranty.
8. **WARRANTY EXCLUSIONS AND LIMITATIONS.** CUSTOMER'S RIGHT TO LABOR NECESSARY FOR REPAIR AND REPLACEMENT IS THE EXCLUSIVE REMEDYS FOR DEFECTS IN THE WORKMANSHIP AND MATERIALS PROVIDED UNDER THE WARRANTY. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS OR LOST USE, OR ANY OTHER DAMAGES RELATED TO THE WORK, MATERIALS OR WARRANTY. The warranty shall not apply to any latent or unknown condition described in Paragraph 2 hereof, work or materials of others, damage caused by abuse, neglect or mistreatment and defects occasioned, in whole or in part, by intervening causes. Failure to make full & timely payment will void the warranty in its entirety.
9. **ATTORNEY'S FEES AND COSTS.** Customer shall pay Contractor's reasonable attorney's fees and costs incurred in collecting any sums owed to Contractor hereunder. All sums due and owing Contractor shall bear interest at the rate of 18% per annum, or the highest rate permitted by law.
10. **LIMITATION OF LIABILITY.** In the event of any claim by Customer, its lender or insurance contractor, or anyone claiming by or through them, either at law or equity and arising out of or in any way connected with the work performed by Contractor, or its subcontractors under this agreement, including without limitation claims for delays, damages to person or property due to the actions, inactions, or negligence of Contractor, its subcontractors, agents, employees, owners, members, managers, shareholders or directors, the sole remedy shall be the actual cost of the work, exclusive of material costs, as set forth in this agreement and paid by Customer. Customer, on behalf of itself,

its lender, and its insurance contractor(ies) forever releases, remises and discharges Contractor's employees, agent, owners, members, managers, and directors from any claim resulting from the work.

11. **INSURANCE.** Our company and its divisions are insured pursuant to industry standards. Please contact our office if you require a certificate of insurance for this project.

12. **LEAD CERTIFICATION.** the Federal government and the EPA are enforcing new laws to help protect you, your family and/or your clients. Upon acceptance of this proposal if your home/property was constructed prior to 1978 we are required by law to supply you the with the EPA lead handbook. The Pre-renovation form will need to be signed and returned to our company prior to your scheduled start date. The form can be found at the end of this contract.

13. **PERMITS.** Customer is responsible for all permits needed in relation to the work. To the extent Customer requests, by initialing the line that follows, Contractor will apply for and obtain the necessary permits. This service will be billed to you at a rate of \$100.00 per working hour with a four (4) hour minimum charge.

14. **DELAYS.** Contractor agrees to start and diligently pursue the work through completion, but shall not be responsible for delays for: failure of the issuance of necessary governmental permits, funding of loans, disbursements of funds by Customer, its insurer or its lender, acts or neglect or omission of Customer or its employees or agents, acts of God, weather, strikes, lockouts, boycotts or other labor related activities, inspection delays, pandemic, or other circumstances beyond the control of Contractor. Contractor reserves the right to substitute materials with materials of equal or greater value as necessary to complete the work without the prior approval of Customer.

15. **LAW.** This agreement shall be governed under the laws of the State of Illinois. All disputes arising out of the work must be attempted to be resolved by direct discussion of the parties and, if unsuccessful, then submitted to non-binding mediation prior to any lawsuit being instituted with the Customer paying for ½ of the mediation fees and costs. Any such lawsuit shall be submitted to state courts located in Kane County, Illinois, or, at Contractor's sole right of election, submitted to mandatory, binding arbitration in Illinois with the American Arbitration Association ("AAA") and pursuant to AAA's Construction Industry Arbitration Rules for "Fast Track Procedures" before a single arbitrator with the Customer paying for ½ of the arbitration fees and costs. The parties consent to the exclusive jurisdiction of such court (or AAA if elected) in any such action or proceeding and waive any objection to venue laid therein.

16. **STATUTE OF LIMITATIONS.** Any action by Customer against Contractor, whether in law, equity or otherwise, must be commenced within one (1) year of accrual and shall not be extended by any limitation period applicable to Contractor provided, however, that Customer shall notify Contractor within 7 days of discovery about the existence of any defect or damage which could or might be a result of the work performed under this contract. Customer shall also provide Contractor with the opportunity to inspect and/or correct the same. Customer's obligation to notify and Contractor's right to inspect and correct shall be construed as an express condition precedent to Customer's exercise of any rights against Contractor related thereto, whether under this agreement or otherwise.

17. **EFFECT.** These "Contract Terms" shall control over any prior, contemporaneous or subsequent contract, agreement or understanding between the Contractor and Customer unless expressly disclaimed in a writing signed by all parties.

18. **MISCELLANEOUS.** If any portion of this contract is found unenforceable, the remainder shall remain in full force and effect. The failure to insist on performance of any of the terms herein, or the waiver of any breach shall not thereafter waive any other rights or privileges.

I Agree _____

This proposal is intended for the use of the individual or entity addressed above and contains confidential information which belongs solely to The Inside Out Company. Disclosure, copying, or distribution of this material is strictly prohibited.



Why Us?



Quality

Cutting-edge Products
Industry-Leading Warranties
Long-Term Solutions
Premier Industry Software



Safety

OSHA Trained Foreman
Safety Standards Enforced



Communication

Strong Project Management Skills
Project Timeline
Final Walk-Thru of Project



Qualifications

Master Elite Status