



Home Energy Savings Program

This Agreement is made by and among

and

Conservation Services Group

Frank Chlebana

405 Eisenhower Lane South

3n582 Bittersweet Rd

Lombard, IL 60148

Saint Charles, IL 60175-4817

p: 630-748-2540 F: 630-705-0541

Site ID: S00000008377

Email HESContracts@csggrp.com

Contract ID: Program Measures

Reg. No. 6624-142-4

Federal ID No. 22-2547170

I. DESCRIPTION OF WORK TO BE PERFORMED

CSG will perform or cause to be performed the following work on the "Premises" listed above in a professional manner and in accordance with the terms of this Contract, including the work order describing the work in detail (the "Work") which is incorporated herein:

Description	Quantity	Cost
Targeted Air Sealing	1	\$1,725.00
Attic Floor Open Blow Cellulose 4"	1,752	\$1,068.72
Propavent 2' or 4'	8	\$26.40
R38 Unfaced Batts laid flat (Surface Part)	8	\$160.00
Attic Floor Open Blow Cellulose 6"	840	\$604.80
Propavent 2' or 4'	7	\$23.10
Combustion Safety Testing (Diagnostic Testing Part)	1	\$44.00
Sub Total:		\$3,652.02
Home Energy Savings Program Incentive:		\$1,250.00
Total:		\$2,402.02

☐ I have received the Pipe Tenting Disclaimer and understand and agree to its contents. Initial: _____

☐ I have received the Enclosed Cavity Insulation Disclaimer and understand and agree to its contents. Initial: _____

II. PAYMENT

Customer agrees to pay for the Customer Share of the Work shown in Section I. Final payment shall be made to the Assigned Contractor (see Section III) in full at the time of completion. Customer understands that he/she will not be required to pay the Home Energy Savings Program Incentive. The Home Energy Savings Program Incentive is dependent upon the package purchased and/or prior incentive utilization. Changes to individual line items and/or previous incentives may increase or decrease the size of the Home Energy Savings Program Incentive. Payments for permits are the sole responsibility of the customer and are not included in the contract amount. If the customer's residence is located in a municipality that requires a permit (see Section VII) for this type of work, the cost for the permit will be added to the customer's final payment (typically +/- \$75) by the Assigned Contractor.

I acknowledge that in order to be eligible for an Illinois Home Performance with ENERGY STAR Certificate, information about my home, address, and the energy improvements that I have made may be shared with the Midwest Energy Efficiency Alliance (MEEA), the Illinois State Energy Office, and the US Department of Energy to be used for purposes limited to aggregate energy savings, presentations, case studies, and other methods of promoting the comfort, safety, value, and efficiency derived from participating in Illinois Home Performance.

You may cancel this agreement if it has been signed by a party thereto at a place other than an address of the seller, which may be his main office or a branch thereof, provided you notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this agreement.

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.

Customer Signature

Date

Name of Customer (Please print)

CSG Representative Signature

Date

Name of CSG Representative (Please print)

To proceed, simply sign, date and initial pages and send this document (email or fax) to CSG. Email: HESContracts@csggrp.com

Terms and Conditions appear on the next page

III. ASSIGNMENT OF WORK BY CSG

Customer acknowledges that CSG will, and Customer hereby requests that CSG, assign a specific installation contractor to undertake the Work on the terms set forth in the Contract. Customer shall provide CSG with such information regarding Contractor's performance as CSG may reasonably request and access to CSG at a reasonable time and permit CSG to inspect Contractor's work. Customer and Contractor agree to notify CSG of any dispute between them concerning the Contract, to provide CSG with such information regarding the dispute as CSG may reasonably request and to consent to CSG's participation, at its sole election, in any arbitration or other dispute resolution proceeding.

IV. LIMITED TIME OFFER

The terms, prices, and incentive offered in this Contract are valid for only 30 days from the date of CSG presentation to the Customer if this contract has not been executed by the Customer at the time of presentation. Contract must be signed by Customer and received by CSG within the same 30 days of CSG presentation of Contract.

V. COMMENCEMENT AND COMPLETION

Contractor will not begin the Work or order the materials before the third business day after the signing of this Contract by CSG and Customer, whichever signs later. Subject to the availability of subcontractors/materials and to delays attributable to the weather, the Work will begin within 60 days after Customer and CSG have both signed this contract and be substantially completed within 90 days after that date, barring delay caused by circumstances beyond CSG's control, including non-resolution of technical barriers by Customer. CSG reserves the right to advise the Customer of changes in the projected start and completion dates, based upon availability of materials and subcontractors. Upon completion of the Work, Contractor will leave the Premises in a neat and orderly condition but shall not be responsible to correct conditions outside the scope of its Work. CSG is under no obligation to honor this contract if the Customer does not resolve technical barriers discovered either at the Assessment, and made aware to the Customer on the Customer Required Actions form, or while the work is in progress.

VI. MODIFICATION

This Contract cannot be changed except by a writing signed by CSG and the Customer.

VII. PERMITS

Contractor believes that the following permits may be required for this project depending upon the judgment of local inspectors: Electrical, Plumbing/Gas, Mechanical, Building. CSG certifies that the Contractor CSG uses for the Work will obtain any and all necessary work-related permits. Contractor shall inform the Customer of the permits required at the time of scheduling.

VIII. LIMITATION OF LIABILITY

Customer acknowledges and agrees that to the fullest extent permitted under Illinois law, the sole liability and responsibility of Contractor for any damage or loss will be limited to the purchase price paid by Customer.

IX. CUSTOMER'S DUTY

Customer must prepare the Premises for the Work. Objects which obstruct areas of Work must be moved before the Work is to commence or Customer may be charged and agrees to pay the cost, time and labor incurred in moving such objects. Customer affirms that they have received no previous incentives from the Home Energy Savings Program for work performed at the above named premises.

X. NOTICE CONCERNING SPONSORSHIP

Customer understands and acknowledges that CSG is not an agent, vendor or sub-vendor of the Utility with respect to the installation of any energy efficiency measures. In the event of the failure of any energy conservation device to perform as expected, Customer agrees that Customer's sole recourse is to the Contractor and CSG, not to the Utility. The Utility and its operating companies shall not maintain, remove or perform any work whatsoever on the energy conservation measures installed. Customer understands and acknowledges that its participation in the Home Energy Savings Program is voluntary and that it has consented for Contractor to install the proposed energy conservation measures. Customer agrees that it shall not hold the Utilities, their affiliates or operating companies liable for CSG's failure to perform its obligations under this agreement, for failure of the energy conservation measures to function, for any damage to Customer's Premises caused by Contractor or for any and all damages to property or injury to persons caused by the energy conservation measures.

XI. ENERGY BENEFITS

The Customer is only entitled to the value of energy cost savings at the Premises, but is not entitled to any energy benefits associated with all Energy Conservation Measures, including all rights to all associated, Capacity and Reserves Products.

XII. NOTICE

1. All contractors and subcontractors must hold a Certificate of Good Standing or Certificate of Excellence, indicating that their company exists and complies with all requirements of the State of Illinois. Customers can verify that the contractor or subcontractor holds such a certificate by using the links for 'Corporate/LLC Search/Certificate of Good Standing' or 'LP/LLLP/LLP Search/Certificate of Existence' at http://www.cyberdriveillinois.com/departments/business_services/ or by contacting the Secretary of State's Office at: 69 W. Washington St, Suite 1240, Chicago, IL 60602, 312-793-3380.

2. Contractor warrants as follows:

- A. Materials and workmanship will meet or exceed the specifications in CSG's materials and installation standards.**
- B. The Work and the materials furnished by Contractor will conform to the requirements of this Contract. If there be a defect in workmanship or materials, or any damage caused by its subcontractors or employees is discovered within one year after completion of the Work (including cleanup), Contractor will, at its own expense, at its option, remedy, repair, correct, replace, or cause to be remedied, repaired, corrected or replaced such defect or damage.**

3. Customer has the following rights under the Home Repair and Remodeling Act (815 ILCS 513):

- A. Customer will receive a written contract stating total cost, including parts and materials and any charge for the estimate, the name and address of person engaged in business of home repair.**
- B. Customer will receive a "Home Repair: Know Your Consumer Rights" pamphlet from CSG, and the Customer and CSG will sign and date pamphlet prior to the execution of work.**

4. Customer has the following rights under the Mechanic's Lien Act (770 ILCS 60):

- A. The law requires that the contractor shall submit a sworn statement of persons furnishing labor, services, material, fixtures, apparatus or machinery, form or form work before any payments are required to be made to the contractor.**