

400 Condominium Association
Remodeling and Construction Contract & Requirements
(Updated January 2012)

Overview

In order to approve any remodeling plans, a detailed, written description of the renovation along with any necessary drawings need to be submitted to be approved by the Association architect; this typically takes a minimum of 10 business days. Any electrical or plumbing work must be completed by City of Chicago licensed and insured electricians and plumbers and these licenses and insurance (if insurance is not covered by a general contractor) must be submitted to the Management Office before approval can be given. Once all items are submitted and the plans have been approved you will be given written approval which can be used to obtain a permit from the city, a copy of which must be submitted to the office. Any amendments or additional plans outside of the scope of approved work must be submitted for approval.

After the approval process is completed, you will be notified of approval in writing and the 400 ODE Building Permit will be issued. No work may begin without this permit, which will be issued and signed by Phil Pritzker, the General Manager. This permit must be displayed inside the unit during the entire renovation.

Also, please be advised, the contractor must notify the office to schedule a rough plumbing and electrical inspection by management and engineering. A contractor may not enclose or encase pipes or electrical wires until they are inspected. All work performed shall be in strict compliance with all applicable codes and regulations of the City of Chicago. Management will review the work regularly and upon completion to ensure all rules have been followed.

Approval is not given and no work can begin until the following items are submitted to the Management Office (where applicable):

- A signed Association Remodeling Contract
- Detailed plans or drawings
- A copy of the contractor's license
- A copy of the plumber's license
- A copy of the electrician's license
- EPA Certification
- Contractor's insurance or plumbers and electricians insurance if not covered under GC.
- City of Chicago permit

400 Condominium Association Remodeling and Construction Requirements

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“Remodeling” and “Construction” include but are not limited to:

- Carpeting
- Appliance installation
- Cabinetry work
- Flooring installation
- Replacement of existing plumbing and fixtures
- Any work within unit which involves changes to electrical or plumbing

Depending on the extent of the work to be done, projects may or may not need to be approved by the architect for the building and the Board of Directors of the Association.

Notify Management

If you plan to do any remodeling in your unit, you must notify the Management Office. Please read this packet carefully and then sign and return attached remodeling contract. You must state the beginning and estimated end date for your project. **Remodeling must be completed within 3 months. Any project that is not completed must apply in writing for an extension.**

Beware Of Bad Contractors. Before you hire anyone or sign any renovation contract with a contractor, make sure you have reviewed the “Home Repair: Know your Consumer Rights” pamphlet (attached). In accordance with information provided by the State of Illinois Attorney General, “before signing any home repair or remodeling contract over \$1,000, a person engaging in the business of home repair and remodeling is required in Illinois to provide the customer with a copy of the “Home Repair: Know your Consumer Rights” pamphlet” (attached).

A. STEPS TO BEGIN

1. Submit Plans for Approval

Any plans to remodel your unit must be submitted to the Management Office. We require a detailed description of the work to be done. Start and end dates must be provided. If there is any plan for remodeling that involves structural, mechanical, carpentry, electrical, or plumbing work, a narrative from the contractor, along with a sketch must be provided. The architect for the building, will review plans and scope of work outlines for changes in or to the common elements and conformance with applicable building codes. Contracts, once submitted, have an anticipated turnaround time of about 7 - 10 business days. Please note that this is only an estimate, more complex contracts can take longer to review and may require an inspection of the premises. There is a fee for the review, see below. Once your plan has been approved, you will be contacted indicating approval of your plans, or to request additional information. Work cannot begin until confirmation of approval is received. Architect and/or building approval is not indicative of city approval and a permit will have to be provided to the Management Office before work may commence. After the approval process is completed for your unit renovation, the "400 ODE Building Permit" will be issued and must be displayed inside your unit during the renovation.

No work may begin without this permit, which will be issued and signed by the General Manager.

2. Submit Proof of Contractor Insurance & License(s)

It is the responsibility of the unit owner to arrange for a certificate of insurance to be submitted. NO work may begin until a proper certificate is on file. Your name and unit number must be listed on the certificate as well as 3 additional insureds: 1) The 400 Condominium Association, 2) The 400 Condominium Board of Directors, and 3) The Habitat Company. Certificates without these additional insureds listed will NOT be accepted. Also, effective March 1st, 2004, you must have a licensed electrician and/or plumber do any kitchen and/or bathroom work. Certificates may be faxed to the Management Office at 312-321-0605.

3. EPA Certification – Effective April 22, 2010

Federal law effective April 22, 2010 requires any firm receiving compensation to perform renovation, repair and painting work on properties built before 1978 to become an Environmental Protection Agency (EPA) certified firm.

A Renovation, Repair and Painting Firm must apply to EPA to become a Certified Renovation Firm. The Certified Renovation Firm must ensure that everyone on a renovation, repair or painting job is trained to perform lead-safe work practices during the work. The person responsible for lead-safe work practices for the firm must be a Certified Renovator. Other firm employees (non-certified renovation workers) working on the job must be trained on-the-job by Certified Renovators.

All Vendors that are performing renovation, repair and painting work at the affected properties should provide a copy of the Firm's EPA Certification to the Management Office. Copies of the Certified Renovators certificates and non-certified worker training documentation must also be on site for the individuals that are working at the properties.

The Certified Firm must maintain documentation of renovation work, testing and training records for three years after the end of each job. EPA has the authority to seek civil fines up to \$32,500 per offense and an additional fine of up to \$32,500 plus jail time for knowing and willful violations of the Rule requirements. EPA can also revoke the certification of a Certified Renovation Firm or a Certified Renovator who violates the Rule requirements. Violators may be both Certified Firms and Non-Certified contractors who are not aware of or have ignored the requirement to become a Certified Renovation Firm.

Additional information regarding this regulation is available at:

<http://www.epa.gov/lead/pubs/renovation.htm#contractors>

The Certifications listed above must be received at the Management Office to obtain approval. Failure to comply by any Contractor will result in a suspension of work being performed by the Contractor until the required certifications are received.

4. Sign and return attached contract

5. Apply for city permit if applicable

If you plan to do any remodeling that involves plumbing, electrical, or carpentry work, it may be necessary to apply for a City of Chicago permit. It is the unit owner's responsibility to determine whether or not a permit is necessary and notify the office. The Management Office will need a copy of the permit application and obtained permit. No work can begin until this is on file.

6. Review Rules with Contractor

Contractors are expected to follow the rules and regulations governing the 400 Condominium Association. Any violation of the rules may result in the unit owner being fined. Also, please ensure your contractor closely adheres to the recommendations of the Association Architect.

7. Rough inspection

You must notify the office to schedule a rough plumbing, electrical, and flooring inspection by Management and Engineering. **You may not enclose or encase pipes or electrical wires until they are inspected. Failure to procure an inspection before enclosing or sealing pipes, flooring, studs, or electrical work will invalidate the work and these enclosures will have to be opened for inspection and redone at the owner's or contractor's expense.** All work performed shall be in strict compliance with all applicable codes and regulations of the City of Chicago.

8. Final walkthrough

You must notify the office to schedule a final inspection by Management and Engineering.

B. RULES & REGULATIONS

Management is aware of continued violations of the remodeling policy. Going forward, Management will be strictly enforcing the rules pertaining to remodeling and construction within units. Highlighted below are facts relating to this issue.

General

Unit Construction/ Renovation

Any construction or renovation work in Units, including changes in electrical and plumbing systems and installation of major appliances must have prior written approval from the Board of Directors or its designated agent. **No Common Elements (i.e. concrete floor, ceiling, columns and walls) may be cut or altered without prior written Board approval.**

Any Unit Owner who makes any improvements, alterations or additions to his/her Unit or to the Limited Common Elements reserved for the use of his/her Unit, shall be responsible for any damage to other units, the Common Elements, and the Limited Common Elements as a result of such improvements, alterations or additions.

The Owner or Contractor is responsible for notifying the Management Office during the following stages of the work:

- When the project begins.
- When partitions are removed, altered or relocated and ready to be constructed, to verify that all common utilities (such as water, sewer, electric, cable, security and telephone lines) have not been damaged.
- When the project is completed.

A standard remodeling contract, a detailed description of the work, and a certificate of insurance must be received from the unit owner and handed into the Management Office before any work is permitted to begin. Prior to commencement of work, any Contractor or subcontractor doing work in the building must present a Certificate of Insurance to the Board or its designated agent indemnifying the Association, its Officers, Directors, Managing Agent and employees from all liability whatsoever. **Remodeling work must meet all Chicago Building Code requirements.**

Once the Management Office has received these necessary documents they will be forwarded to **the Association's designated Architectural Firm to review and approve at a cost of \$110 - \$330 at the owner's expense.** If work is determined to be extensive, plans and specifications must be submitted to the Board for review. (If it is determined by the Board that outside engineering, architectural consultation, or legal counsel is necessary, the Owner shall be responsible for any costs incurred for such services.) Work shall not proceed without the prior written consent of the Board or its authorized agent.

Once your plans have been approved you will be contacted indicating approval of your plans or to request additional information. In the event that Management has not received this
Updated January, 2012

information, work will not be permitted to proceed. The 1st floor receiving room personnel will be notified to deny contractor's access to your unit. Should construction be in progress within the unit, Security will be instructed to stop the work. The Owner and contractor shall submit an agreed-upon construction schedule to the Board. As the job progresses, the Board shall be informed if variations are expected in the construction schedule. Contractors are expected to complete their work as quickly as possible and to minimize of noise and disturbance.

Hours

Hours for construction, remodeling or other noise-producing work engaged in by a resident must be restricted to Monday through Friday, between 8:00 a.m. and 5:00 p.m., for a reasonable duration, and in a manner that will not unreasonably disturb other Residents, excluding emergency repairs. Construction is NOT permitted on weekends and holidays. It is the resident's responsibility to inform their contractor(s) of these hours.

Service Elevators

The service elevator must be used for the following:

Deliveries by outside deliverymen, gurneys with groceries, packages, etc., equipment for cleaning/repairs, etc., construction material, transporting furniture and other household furnishings.

- Service elevator hours are Monday – Friday, 8 a.m. to 4 p.m., no exceptions.
- No construction related elevator use is permitted on Saturday, Sunday, or holidays
- All removals and deliveries must use the service elevators and must be scheduled in advance with the Management Office. For all reservations, required documents must be on file and renovation approved before the service elevator can be scheduled.
- Only the assigned service elevator may be used. Violators are subject to increasing fines as so determined by the 400 Condominium Association Board of Directors. Fines will be assessed to the unit owner's account.
- Reservations may not exceed scheduled time. Reservations that cannot be completed within the allotted time must be rescheduled for another date, no exceptions.
- Reservations that have not been scheduled in advance are not allowed.
- Deliveries without reserved elevator time will only be allowed on a first come, first serve basis. Scheduled moves, deliveries, and building maintenance staff take precedence.
- Contractors must unload all material at the loading dock area.
- No vehicle shall be allowed to park in the loading dock area.
- Unit owner is responsible for damages occurring during all moves, removals, and/or deliveries. Charges for damages will be assessed to the unit owner's account.

Waste

Construction debris and cardboard boxes are not to be thrown down the trash chute as they could damage the compactor. Please inform your contractor (s) of this rule. Construction debris must be removed from the building premises by your contractors. Leaving debris on the loading dock is not permitted; this includes old appliances, cabinets, doors, carpeting and padding, drywall, etc. If items are left on the dock, Management will remove them and charge the unit owner for all costs incurred. The charge for trash drum usage is \$35.00 per drum.

Contractors

Owners are responsible for informing the Management Office that a contractor needs access to the premises. Owners may NOT give contractors access fobs to the building. Unit owners distributing fobs to contractors or other workers will be fined. Each Contractor MUST produce photo identification and sign in and out daily with personnel at the receiving room.

Owners may NOT give contractors garage access cards. Unit owners distributing garage cards to contractors or other workers will be fined.

No contractor shall be permitted to use air hammers/electric/jack hammers or power actuated fasteners at any time. Hammer drills are permitted for anchoring purposes.

Contractors must unload all material at the loading dock area. No vehicle shall be allowed to park in the loading dock area. No contractor shall be allowed to walk through the Lobby with any tools or materials at any time.

Contractors may not store any materials within the common elements of the building and are to haul all debris and leftover materials from the building in covered containers via service elevators. Under no circumstances may construction materials be disposed of down trash chutes or left in the service areas in which trash chutes are located.

Owners are responsible for cleaning contractor/construction debris in corridors and elevators at the end of each workday. In the event building personnel are required to perform this service, the unit owner will be charged accordingly. Owners are responsible for any damage to Common Elements or units of the building caused by contractors employed by them.

Flooring Specifications

Floor Covering: In order to minimize the transmission of sound between Units:

(3.2.1.) **At all times, at least eighty percent (80%) of all floor surfaces within the Unit (excluding kitchen and bath) must be covered with carpeting or rugs which shall be installed over at least thirty-one ounce (31 oz.) three-eighths inch (3/8") foam rubber, eighty ounce (80 oz.) sponge rubber, or equivalent sound-resistant padding.**

(3.2.2.) The under-layment required to maintain minimum impact sound transmission ratings for any finished floor surface not covered with carpeting shall consist of:

Parquet or hardwood flooring — minimum under-layment shall consist of 1/2" plywood (glue-down finished floor application) over 1/4" thick cork or 2 layers of 3/8" plywood adhered to cork. **Mechanical fasteners shall not be used.**

Natural stone, ceramic tile or terrazzo flooring — minimum under—layment shall consist of cement boards (thin-set application) over 1/4" thick cork or mud (mud-set application) over 1/4" thick cork.

Vinyl tile and sheet flooring — minimum under-layment shall consist of 1/2" plywood over 1/4" thick cork.

Engineered Wood Floor (Direct Glue Down) - minimum under—layment shall consist of one layer of 3/8 inch plywood glued over manufacturer's proprietary under-layment with a minimum FIIC rating of 55 or ¼ inch cork adhered with mastic.

Engineered Wood Floor (Floating Floor) - minimum under—layment shall consist of ¼ inch cork adhered to the entire concrete slab.

Alternative under-layment materials are subject to the approval of The Association under the condition that the proposed assembly of materials meets or exceeds an Impact Insulation Class (IIC) rating (per ASTM Designation E-989 84 "Determination of Impact Insulation Class") of fifty-five (55). Requests for under-layment material substitutions shall be submitted in writing and shall identify the IIC rating.

Flooring materials not identified shall be installed in accordance with the under-layment specifications previously noted that most closely resemble the intended finished floor material. Contact the Association for clarification.

For more detailed instructions and requirements for flooring, please contact the Management Office.

Door Closers

In all residential buildings exceeding four stories, all unit doors opening upon public corridors must be equipped with self closing devices. Unit entry doors are equipped with the door closer required by the Chicago City Code. These door-closures may not be removed

Exhaust

The kitchen and bathroom exhaust must not be obstructed. The kitchen exhaust must not be obstructed by new cabinets. Owners may not vent microwave ovens into kitchen exhaust.

Washers And Dryers

Due to current City of Chicago regulations, no washing machines may be installed in residential units. Portable units are also prohibited.

Miscellaneous

The Unit Owner must indicate the length of time the remodeling will take when submitting a remodeling package of information to the Management Office.

Remodeling construction must begin within 120 days of Board approval, or documentation must be re-submitted. **If for any reason the approved remodeling process will take longer than originally planned, the Owner must contact the Management Office so that surrounding neighbors can be notified.**

All lumber must be fire-treated.

All studs used in the walls must be metal.

All piping and fittings must be metal (i.e. galvanized steel or copper). Absolutely NO PVC piping may be used in any way in the unit.

BEWARE OF BAD CONTRACTORS. Before you hire anyone or sign any renovation contract with a contractor, make sure you have reviewed the "Home Repair: Know your Consumer Rights" pamphlet (attached).

*** If you plan on removing or re-routing any telephone wiring, please contact AT&T to schedule a drop line relocation @ 800-288-2020 prior to starting your work.**

If you have any questions or require further clarification, please call the Management Office, at 312-321-0613. As always, we appreciate your cooperation.

C. REMODELING CONTRACT

Sign and return this section only (pages 10-14).

**400 Condominium Association
Standard Remodeling and Construction Contract
(Updated January 2012)**

AGREEMENT made as of this _____ day of _____, 20____
between the 400 Condominium Association, an Illinois not-for-profit corporation (hereinafter
referred to as the "Association") and _____ of
Unit _____, Chicago, Illinois (hereinafter referred to as the "Owners").

RECITALS:

A. Owners are the owner of Unit _____ ("Unit") in THE 400
CONDOMINIUM ASSOCIATION (the "Condominium Property")

B. Owners desire to make certain additions, alterations and improvements (the
"Work") to the unit as described on the plan attached as Exhibit "A" and made a part hereof
(the "Plan");

C. The work may require construction in and alterations to certain of the common
elements (including "limited common elements" described in the Declaration of
Condominium Ownership;

D. The Declaration requires that the written consent of the Board of Directors
(the "Board") be obtained as a condition to alterations requiring construction in, alteration to
, or removal of any part or portion of the common elements;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth
therein, the Board (on behalf of the Association) and owners agree as follows:

1. **Consent of Board.** The Board hereby consents to the work subject to the terms
and conditions hereinafter set forth.

2. **Compliance with Laws.** The work shall be performed in strict compliance with
all applicable laws, ordinances, rules and regulations of federal, state, county
and municipal governments or agencies now in force or that may be enacted
hereafter during construction, and with the directions, rules and regulations of
the fire inspectors, health officers, building inspectors or other offices of every

governmental body or agency now having conformity with (a) any directives from any insurance underwriters or representatives thereof as may be required by reason of the Association's insurance coverage on the Condominium Property or any part thereof and (b) the Declaration, By-Laws and Rules and Regulations of the Association as in effect during the course of the work.

3. **Performance of Work:** The work shall be performed in such manner as to cause as little noise, disruption, nuisance and inconvenience to owners and occupants of other units in the Condominium Property as is reasonably possible. No work shall be performed on Saturday, Sundays or holidays or before the hour of 8:00 AM or after the hour of 5:00 PM. Owners' contractors shall only use elevators designated by the Association's managing agent and shall keep the Condominium Property free and clear of all debris and rubbish. All materials and supplies shall be stored in the Units.
4. **Building and Other Permits.** Notwithstanding anything in owners' agreements with his/her contractors to the contrary, owners shall be responsible for obtaining such building permits and other permits, licenses and permissions as may be required by any public authority having jurisdiction over the work and shall furnish copies thereof to the Association's Board prior to the commencement of any construction.
5. **Relocation of Utility Services and Television Outlets.** Owners agree that any and all work of construction with respect to the removal of , addition to , or relocation of existing equipment and facilities (including but without limiting the plumbing, heating, electrical and air conditioning lines, wires and apparatus) television antenna outlets and conduits shall be completed by such contractors, companions and personnel as may, from time to time, be employed by the Association to maintain such equipment, facilities, and television master antenna system servicing the Condominium Property and owners shall bear all costs and expenses in connection therewith.
6. **Supervision by Board's Architect and/or Engineer.** During construction the Association's Architect and or Engineer and authorized representatives shall have the right to make periodic observations of the work to determine whether the work is in accordance with the requirements of this Agreement. Owners agree, at their own expense, to cause to be corrected any work which deviates from such requirements. Failure of such representatives to observe any items of non-compliance shall not operate as a waiver of Owners' obligations hereunder. Owners and Owners' contractor shall apprise Architect and/or Engineer as work progresses to establish times for periodic inspections.
7. **Architect's / Engineer's Fees – other Expenses.** Owners agree to promptly reimburse the Association, upon demand by the Board, for the fees charged by

the Association's Architect and /or Engineer in connection with services performed in accordance with the remodeling procedures including review, inspection and, if applicable, preparation of new condominium surveys and recordation of a plat thereof with the Cook County Recorder.

8. **Mechanic's Liens.** Owners shall not create, suffer, or permit to be created or to be filed against any portions of the Condominium Property other than the Unit any lien for labor done, or materials and services furnished in connection with the work, and agree to indemnify, defend, hold harmless the Board and Association from and against any and all claims, costs, charges, disputes, expenses, encumbrances or liens arising out of the work, other than those which arise out of the Association's gross negligence.
9. **Waiver of Lien.** All contracts let by owners or by any general contractor employed by Owners, for labor done or materials and services furnished in connection with the work shall contain an agreement by the contractor, subcontractor and furnished in connection with the work shall not create or give rise to any lien against any part or portion of the Condominium Property other than the unit. Prior to commencement of the work, copies of all such contracts shall be delivered to the Association.
10. **Insurance:** At all time during construction, Owners shall maintain or cause to be maintained the insurance described on Exhibit "A" attached hereto. Before any work may commence, Owners shall deliver to Board copies of certificates of insurance for the work in the amount of aforesaid. Your name and unit number must be listed on the certificate as well as 3 additional insured: The 400 Condominium, The 400 Condominium Board of Directors, & The Habitat Company.
11. **Damage to Condominium Property.** Owners shall be responsible for any damage to the Condominium Property or any part thereof arising from or out of the work.
12. **Indemnity.** Owners for themselves and for their respective heirs, personal representatives, successors and assigns, hereby agree, jointly and severally, to indemnify, defend and forever hold harmless the Association, the Board, the Association's agents and employees and each of the members of the Association and the Board, from and against all claims, losses, damages, liabilities, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) which any of such persons or entities to be indemnified may suffer or incur as a result of (i) the granting of the approval for, and the actual construction of the improvements, and the performance of the work, (ii) the maintenance, repair and replacement of the improvements constructed by Owners, (iii) any personal injury or property damage which occurs in , and all damage to, the Condominium Property as a result of the

construction of the improvements constructed by Owners and performance of the work and use and maintenance of such improvements and (iv) the failure of Owners to perform their duties and obligations under the Agreement.

13. **Costs and Fees.** Owners hereby agree, promptly upon the request of the Association, to reimburse the Association for all fees, costs and expenses incurred by the Association in consummating this Agreement, in monitoring the work and in enforcing this Agreement in the event of a default by owners, and for all expenditures made by the Association as permitted by this Agreement, including without limitation, reasonable legal fees and the fees of architects, engineers or other consultants retained by the Association. Such amounts together with interest thereon at the rate of 18% per annum from the date of demand until payment is made to the Association shall constitute a lien on the units. One complimentary meeting with the Association's Chief Engineer and the Association's tradesperson on staff is permitted. Any additional meetings or conferences with maintenance personnel will be charged according to the current fee structure utilized for such services.
14. **Disputes.** In the event of any dispute between Owners and the Association as to any matter pertaining to the plan or the work, the dispute shall be referred to an architect or engineer selected by the Association whose decision shall be final and binding.
15. **Plumbing.** **WATER SHUT OFF;** there will be a **\$200.00** charge for each time a water riser is turned off for remodeling. Additional charges accrue if the water is not turned back on by 3:00 PM. Water cannot be left off overnight. Management reserves the right to turn water on if past 3:00 PM.
16. **Gas.** **GAS SHUT OFF;** there will be a **\$500.00** charge, per tier, for each time the gas needs to be turned off for remodeling. Gas lines cannot be cut or altered in any way when live. Gas shut offs require a minimum of 72 hours notice and gas cannot be left off overnight. Management reserves the right to turn gas on if past 3:00 PM.
17. **Additional Restrictions.** Association reserves the right to impose additional restrictions as to the manner in which work may be performed if, in Association's reasonable judgment, such additional requirements are necessary to address specific problems arising in the course of work. **NO JACK HAMMERING IS ALLOWED AT ANY TIME.**
18. **Debris Removal.** Construction debris must be removed from the building premises by your contractor; it is not in order to leave debris on the loading dock; this includes old appliances, cabinets, doors, carpeting and padding, drywall, etc. If items are left on the dock Management reserves the right to estimate the cost for removal and to charge the unit owner's account

accordingly. The debris cannot be stock piled in the hallways or service elevator areas.

- 19. Owners hereby agree to adhere to all other rules and regulations set forth in parts A and B in the beginning section of this remodeling packet.
- 20. Successors. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, and successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

OWNER(S):

ASSOCIATION:

Print Name

By: _____
Sign Name

By: _____

Its: _____
Initial

Its: _____

Date: _____

Date: _____

D. INSURANCE REQUIREMENTS

EXHIBIT "A"

Owners shall secure, pay for and maintain or cause Owners' contractors to secure, pay for and maintain during the continuance of Owners' or Owners' contractors' construction activities in the Condominium Property, insurance with the following minimum coverage's and limits of liability:

1. **Workmen's Compensation – Worker's Compensation Insurance with limits of not less than \$500,000.00 and as required by any applicable statutes as will protect Owners' contractors from liability under the aforementioned acts.**
2. **Comprehensive General Liability Insurance – (including Contractors' Protective Liability) in an amount not less than \$500,000.00 per person per occurrence whether involving bodily injury liability (or death resulting there from) or property damage liability or a combination there of with a minimum aggregate limit of \$1,000,000.00. Such insurance shall provide for completed operations coverage (covering a period of at least two years after completion of the work), and broad form blanket contractual liability coverage and shall insure owners' contractors against any and all claims for bodily injury, including death resulting there from and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Owners' contractors, or by anyone directly or indirectly employed by any of them.**

The 400 CONDOMINIUM ASSOCIATION, the 400 CONDOMINIUM ASSOCIATION Board of Directors and its managing agent, The Habitat Company, have to be named as an additional insured on the required certificate of insurance.

E.HOME OWNER CHECKLIST

Home Owner Checklist

Name: _____

Unit Number: _____

Contractor: _____

Scope: _____

Contractor Insurance

EPA Certification

Plumber License

Plumber Insurance

Electrician License

Electrician Insurance

Assoc. Contract

OTA Approval

City of Chicago Permit

ODE Permit

Final Approval

D. UNIT ACCESS and PERMISSION TO ENTER FORM

Owners must supply access authorization for their contractor. This can be done online or the form on the following page can be completed and returned to the office.

Owners may NOT give contractors access fobs to the building. Unit owners distributing fobs to contractors or other workers will be fined. Each Contractor MUST produce photo identification and sign in and out daily with personnel at the receiving room.

Owners may NOT give contractors garage access cards. Unit owners distributing garage cards to contractors or other workers will be fined.

E-Advance Guest Registration System

In order to use the e-Advance visitor pre-registration system you need to be registered in the easy lobby system.

To pre-register your guests simply click on the Visitor Pre-Registration link on the www.400er.com web page. This will take you to the e-Advance log in page.

Enter your first and last name and leave the password blank and click submit. You will be taken to the correct screen to pre-register your Visitor's screen.

Beginning at the top left you can select the reason for the visit from the drop down menu. In most cases we simply will use "Meeting".

Next you can use the category drop down menu and pick the appropriate category of the visitor.

Now pick the arrival and departure dates from the drop down menus and times if you want these applied.

To complete the pre-registration process just fill in the visitor's first and last name and whatever other information you may wish to include.

Now click the submit button and your guest is pre-registered in the easy lobby system. This process will repeat for as many guests as you need to enter.

Before you log out of the system, you have the option of changing your password. This can be done by clicking the change password icon in the top right corner of the screen.

In the event you cannot gain access we will need to check that your first and last name is entered correctly in easy lobby. Simply send an email to dmiller@habitat.com with your first and last name and your unit number. We will respond as quickly as possible.

**400 Condominium Association
Temporary Unit Authorization**

Home Owner Name: _____ Unit: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Email: _____

Name of person(s) to whom resident is granting temporary permission to enter unit:

Relationship/Additional Information/Description:

Exact date(s) that this Authorization covers:

- Check One: Unit Key is kept permanently at the Front Desk
- Unit Key is being dropped off at Front Desk specifically for this authorization.

I confirm that this is a temporary key authorization for the date(s) noted above. I hereby hold harmless the 400 Condominium Association, The 400 Condominium Association Board of Directors, and the Habitat Company as managing agent, pursuant to the distribution of my unit access key to the above named party.

Signature of Resident: _____

Date: _____

AVOIDING HOME REPAIR FRAUD

Please use extreme caution when confronted with the following warning signs of a potential scam:

1. Door-to-door salespersons with no local connections who offer to do home repair work for substantially less than the market price.
2. Solicitations for repair work from a company that lists only a telephone number or a post office box number to contact, particularly if it is an out-of-state company.
3. Contractors who fail to provide customers references when requested.
4. Persons who offer to inspect your home for free. Do not admit anyone into your home unless he or she can present authentic identification establishing his or her business status. When in doubt, do not hesitate to call the worker's employer to verify his or her identity.
5. Contractors who demand cash payment for a job or ask you to make a check payable to a person other than the owner or company name.
6. Offers from a contractor to drive you to the bank to withdraw funds to pay for the work.



LISA MADIGAN ILLINOIS ATTORNEY GENERAL

If you think you have been defrauded by a contractor or have any questions, please bring your concerns to the attention of your State's Attorney or the Illinois Attorney General's Office.

Attorney General's Consumer Fraud Hotlines

Springfield
1-800-243-0618
TTY: 1-877-844-5461

Chicago
1-800-386-5438
TTY: 1-800-964-3013

Carbondale
1-800-243-0607
TTY: 1-877-675-9339

www.IllinoisAttorneyGeneral.gov



**HOME REPAIR
KNOW YOUR
CONSUMER RIGHTS**



LISA MADIGAN
ILLINOIS ATTORNEY GENERAL

Consumer Rights Acknowledgement Form

Homeowner Keep This Part & Pamphlet
I, the homeowner, have received from the contractor a copy of the pamphlet titled "Home Repair: Know Your Consumer Rights."

Signature (Homeowner) Date

Signature (Contractor or Representative) Date

Name of Contractor's Business

Address of Contractor's Business



Consumer Rights Acknowledgement Form

Contractor Keep This Part Only
I, the homeowner, have received from the contractor a copy of the pamphlet titled "Home Repair: Know Your Consumer Rights."

Signature (Homeowner) Date

Signature (Contractor or Representative) Date

Name of Contractor's Business

Address of Contractor's Business

CONTRACT TIPS

1. Get all estimates in writing.
2. Do not be induced into signing a contract by high-pressure sales tactics.
3. Never sign a contract with blank spaces or one you do not fully understand. If you are taking out a loan to finance the work, do not sign the contract before your lender approves the loan.
4. Remember, you have three business days from the time you sign your contract to cancel any contract if the sale is made at your home. The contractor cannot deprive you of this right by initiating work, selling your contract to a lender, or any other tactic.
5. If the contractor does business under a name other than the contractor's real name, the business must either be incorporated or registered under the Assumed Business Name Act. Check with the Secretary of State to see if the business is incorporated or with the county clerk to see if the business has registered under the Assumed Business Name Act.
6. Check with local and county units of government to determine if permits or inspections are required.
7. Determine whether the contractor will guarantee his or her work and products.
8. Determine whether the contractor has the proper insurance.
9. Do not sign a certificate of completion or make final payment until the work is done to your satisfaction.

10. Remember, you should know who provides supplies and labor for any work performed on your home. Suppliers and subcontractors have a right to file a lien against your property if the general contractor fails to pay them. To protect your property, request lien waivers from the general contractor.

BASIC TERMS TO BE INCLUDED IN A CONTRACT

- Contractor's full name, address, and telephone number. Illinois law requires that persons selling home repair and improvement services provide their customers with notice of any change to their business name or address that comes about prior to the agreed dates for beginning or completing the work.
- A description of the work to be performed.
- Starting and estimated completion dates.
- Total cost of work to be performed.
- Schedule and method of payment, including down payment, subsequent payments, and final payment.
- A provision stating the grounds for termination of the contract by either party. However, the homeowner must pay the contractor for work completed. If the contractor fails to commence or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made towards the work upon written demand by certified mail.

Keep a copy of the signed contract in a safe place for reference as needed.