

# KOBYCO

4131 N. Perryville Rd. • Loves Park, IL 61111 • Phone (815) 654-5151

## HOME IMPROVEMENT CONTRACT

This Agreement made and entered into this 19 day of February, 20 24 by and between KOBYCO, hereinafter referred to as CONTRACTOR, and  
NAME City of Roscoe PHONE 815-877-0746  
ADDRESS 6545 Windflower Lane CITY & STATE Roscoe, IL ZIP 61073

referred to as OWNER(S). Whereas, said OWNER(s) is/are desirous of having improvements made on the premises known as  
Address \_\_\_\_\_

Now, therefore, said Contractor agrees to perform said improvements for OWNER(S) according to the following specifications:

Furnish & install ProVia Aspect Vinyl Windows with the following attributes:  
Sandstone exterior/Sandstone interior, Comfort Tech DLA-UV dual pane low-e glass  
Lift rails, Ventilation limit latches  
Innergy Thermal Sash Reinforcement, BetterVue Half Screens.  
NO GRILLES on any windows  
Remove existing vinyl windows, install new windows with a nailing fin & flashing tape to ensure a water tight seal, seal/insulate, remove & reinstall interior cedar stops. Install new Rough Sawn Cedar trim boards around the perimeter of windows. Kobycos will remove & dispose of old windows.  
Important Note: The City of Roscoe is responsible for staining & finishing exterior Rough Sawn Cedar Trim Boards.  
North Side of Log House. Four 2-Wide Double Hung Windows  
South Side of Log House. Three 2-Wide Double Hung Windows  
East Side of Log House. Two Fixed Triangle Windows, Two Double Hung Windows  
West Side of Log House. Two 2-Wide Double Hung Windows, Two Single Double Hung Windows  
West Side of Log House. Four Triangle Windows  
U-Factor. .27  
Solar Heat Gain. .22  
Visible Light Transmission. .49

50% Deposit  
50% Due Upon Completion  
Deposit & Balance to be paid by check

This Contract is valid until March 8, 2024

THE OWNER SHALL PAY FOR THE WORK.

CASH/CHECK       CREDIT CARD       BANK FINANCING \_\_\_\_\_

Total: \$36,222  
Deposit: \$18,111  
Balance Due: \$18,111

KOBYCO, does not do any painting or staining.

KOBYCO, is not responsible for conditions or circumstances beyond its control including condensation resulting from or due to pre-existing conditions

### THE UNPAID BALANCE OF THE CASH PRICE MUST BE PAID AT THE TIME THE WORK IS COMPLETED.

(1) Contractors shall not be liable for any delay or non-performance caused by water conditions, priorities, restrictions, or other regulations pursuant to public authority affecting performance or credit, strikes, lock-outs, accidents, acts of God, reduce supplies or material or labor or any other contingency beyond its control. **In the event of contractor's inability for any reason above stated to perform or to complete performance of this agreement: contractor may, at its option, cancel or terminate this agreement; provided that in the event of termination of the contract by the contractor by reason of any of the above causes after partial performance by the contractor the owner shall and hereby agrees to pay to the contractor such portion of the entire consideration as to the amount of material and labor furnished and performed shall bear to the total amount of material and labor to be furnished and performed under this contract;** in the amount best determined shall be paid in like installments as above provided, but beginning thirty (30) days after the termination of the agreement. This agreement is not subject to cancellation.

(2) Owner(s) hereby give permission to the contractor to make any necessary inquiries into the credit rating of owner(s) and hereby releases contractor from any liability arising out of any inaccuracies contained in any credit report. THIS CONTRACT SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT.

(3) This contract contains the entire agreement between the parties hereto. Owner(s) agree(s) that no representations, promises or warranties, expressed or implied, have been made to the owner with respect to goods and services covered by this contract, except as contained herein and with no modification or alteration of this contract shall be binding, unless endorsed hereon in writing by the parties hereto:

**OWNER(S) AGREE THAT THE ADDITIONAL TERMS AND PROVISION ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN:**

NOTICE TO OWNER(S):

- (1) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
- (2) YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN, COMPLETELY SIGNED.
- (3) YOU, THE OWNER(S), MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3<sup>rd</sup>) BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

**EACH OF THE UNDERSIGNED OWNER(S) ACKNOWLEDGES THAT SUCH OWNER(S) RECEIVED AN EXACT COPY HEREOF COMPLETELY FILLED AND THAT SUCH OWNER(S) HAS READ THE DOCUMENT.**

IN WITNESS WHEREOF, the parties have hereunto signed their names this 19 day of February, 20 24.

Sales Rep. Roy Levine  
Print Name \_\_\_\_\_  
*Roy Levine*  
Signature \_\_\_\_\_

Signed \_\_\_\_\_ Owner  
Signed \_\_\_\_\_ Owner

In order to expedite our job, and to avoid delivery trips and the time of mechanics, it is our policy to send out more materials than are necessary to perform this contract. Any materials left over remain the property of the contractor and will be picked up by us when the job is completed.

If the contractor refers this contract to an attorney for collection, the owner agrees to pay all reasonable attorney fees, plus court costs actually incurred.

GOODS AS PERSONAL PROPERTY / SECURITY INTEREST: Owner(s) and contractor hereby agree that the goods listed in this agreement shall remain personal property and shall not become part of the real property / freehold no matter how attached. Contractor reserves a security interest in the described goods, which exceeds the value of \$300.00 or the value as prescribed by applicable state law, to secure the payment of any or all of the UNPAID BALANCE OF THE CASH PRICE and all the other obligations, if any, of OWNER(S) herein. Whether or not the contractor has taken a security interest in the real estate described within, a security interest on such real estate may be created by operation of law in connection with this transaction. Such security interest may include, but it is not limited to, materialman's liens, mechanic's liens, artisan's liens as a result of goods or services rendered in connection with this transaction.

The contractor shall supervise and direct the work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under contract.

The contract sum and the contract time may be changed only by a written change order signed by the contractor and the owner. The cost of credits to the owner from a change in the work will be determined by mutual agreement.

The making of final payments shall constitute a waiver of all claims by the owner except those arising from (1) unsettled liens, (2) faulty or defective work appearing after substantial completion, (3) terms of any special guaranties.

This contract shall be continued in accordance with the laws of the State of Illinois.

## **Limited Warranty**

(Labor)

In addition to the factory warranties, KOBAYCO hereby extends the following Limited Warranty as it relates to all products sold.

Within twelve months from the date of installation KOBAYCO will perform all labor and adjustments in connection with any installed product free to the owner.

## **Product Warranty**

If repairs are needed, the owner shall notify KOBAYCO that the owner requests a service call.

The owner shall provide KOBAYCO with a brief description of the nature of the work and the repairs to be performed. Thereafter the owner will be informed as to the estimated charges for the repairs.

It is the owner's responsibility for the upkeep and maintenance of all products. The homeowner must check and maintain sealants or caulking compounds that seal all windows, doors, roofs on bays and bows, and exterior trim. Because of movements in structures and expansion and contraction, it is possible for sealants to pull loose. If damage occurs because of lack of inspection and maintenance, the homeowner will be responsible for repair of that damage. Frames, headboards, and seatboards on bows and bays carry a one-year warranty, unless otherwise stated in the manufacturer's warranty statement. If repairs are necessary because of misuse, abuse, lack of maintenance, or damage from adverse conditions (storms, accidents, wars, or acts of God) service will be charged for material and labor at the then prevailing rates as established by KOBAYCO.

ANY SERVICE WORK NEEDED BECAUSE OF LACK OF MAINTENANCE, MISUSE, OR ABUSE WILL BE CHARGED TO HOMEOWNER AND IS NOT COVERED UNDER ANY PROVISIONS OF THE FACTORY WARRANTIES.

Each individual product carries its own factory warranties. Coverage of each product is exactly as stated on factory warranty statement. KOBAYCO is responsible ONLY for the terms stated in such warranties.

After the initial twelve-month period any repairs will be charged to the owner as follows:

The owner shall pay the minimum charge for the first hour of labor or fraction thereof in effect and as established from time to time by KOBAYCO, all labor charges in excess of one hour shall be charged at the then prevailing rate as established by KOBAYCO. The first hour minimum charge and the hourly labor rate will be furnished to the owner upon request.