

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Home Repair and Remodeling Act is amended by
5 changing Sections 15 and 30 and by adding Section 15.1 as
6 follows:

7 (815 ILCS 513/15)

8 Sec. 15. Written contract; costs enumerated requirements;
9 contents. Prior to initiating home repair or remodeling work
10 for over \$1,000, a person engaged in the business of home
11 repair or remodeling shall furnish to the customer for
12 signature a written contract or work order that states the
13 total cost, including parts and materials listed with
14 reasonable particularity and any charge for an estimate. In
15 addition, the contract shall state the business name and
16 address of the person engaged in the business of home repair or
17 remodeling. If the person engaged in the business of home
18 repair or remodeling uses a post office box or mail receiving
19 service or agent to receive home repair or remodeling business
20 correspondence, the contract also shall state the residence
21 address of the person engaged in the business of home repair or
22 remodeling.

23 (Source: P.A. 91-230, eff. 1-1-00.)

24 (815 ILCS 513/15.1 new)

25 Sec. 15.1. Notice of contractual provisions.

26 (a) A person engaged in the business of home repair and
27 remodeling, that prepares or presents a written offer for home
28 repair and remodeling to a consumer, shall advise the consumer,
29 before the contract or agreement is accepted and executed, of
30 the presence of any contractual provision that requires the
31 consumer to: (i) submit all contract or agreement disputes to

1 binding arbitration in place of a hearing in court before a
2 judge or jury; and (ii) waive his or her right to a trial by
3 jury.

4 (b) The consumer shall be given the option of accepting or
5 rejecting both the binding arbitration clause and the jury
6 trial waiver clause before the contract or agreement is
7 accepted and executed by the consumer. If the consumer rejects
8 either the binding arbitration clause or the jury trial waiver
9 clause, or rejects both clauses, it shall be viewed as a
10 counter offer to proceed with the proposed contract or
11 agreement without the clause or clauses rejected. A person
12 engaged in the business of home repair and remodeling shall
13 have the right to reject the proposed contract or agreement.
14 Proof that the consumer was given the option of accepting or
15 rejecting both the binding arbitration clause and the jury
16 trial waiver clause shall be demonstrated by having the
17 consumer sign his or her name and write the word "accept" or
18 "reject" in the margin next to each of the above clauses where
19 it appears in the executed contract or agreement.

20 (c) Failure to advise a consumer of the presence of the
21 binding arbitration clause or the jury trial waiver clause or
22 to secure the necessary acceptance, rejection or consumer
23 signature as provided in this Section shall render null and
24 void each clause that has not been accepted or rejected and
25 signed by the consumer.

26 (815 ILCS 513/30)

27 Sec. 30. Unlawful acts. It is unlawful for any person
28 engaged in the business of home repairs and remodeling to
29 remodel or make repairs or charge for remodeling or repair work
30 before obtaining a signed contract or work order over \$1,000
31 and before notifying and securing the signed acceptance or
32 rejection, by the consumer, of the binding arbitration clause
33 and the jury trial waiver clause as required in Section 15 and
34 Section 15.1 of this Act. This conduct is unlawful but is not
35 exclusive nor meant to limit other kinds of methods, acts, or

1 practices that may be unfair or deceptive.

2 (Source: P.A. 91-230, eff. 1-1-00.)

3 Section 99. Effective date. This Act takes effect January

4 1, 2006.