

AN ACT concerning business.

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

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

(815 ILCS 513/15)

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

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

(815 ILCS 513/15.1 new)

Sec. 15.1. Notice of contractual provisions.

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

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

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

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

(815 ILCS 513/30)

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

Public Act 094-0490

HB2594 Enrolled

LRB094 08973 RXD 39194 b

practices that may be unfair or deceptive.

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

Section 99. Effective date. This Act takes effect January 1, 2006.