

**AGREEMENT FOR THE MANUFACTURE AND DELIVERY
OF A PORTABLE RESTROOM TRAILER FOR THE
ARROWHEAD GOLF CLUB OF THE WHEATON PARK DISTRICT**

This Agreement for the Manufacture and Delivery of a Portable Restroom Trailer (the "Agreement") is made as of the 20th day of April, 2016 by and between the Wheaton Park District, an Illinois unit of local government ("District") and Comforts of Home Services Inc., an Illinois corporation ("Vendor"), which hereinafter may be referred to together as the "Parties" or individually as a "Party" for the manufacture and delivery of a portable restroom trailer ("Trailer").

1. **Contract Documents.** The Contract Documents consist of this Agreement, the Instructions to Bidders, General Conditions, Scope of Work, Specifications and Drawings included in the Bid Documents dated March 8, 2016, attached to and incorporated herein by reference as **Exhibit A**, Vendor's submitted Bid Proposal dated March 17, 2016, attached to and incorporated herein by reference as **Exhibit B**, and Vendor's certifications submitted with its Bid Proposal, attached to and incorporated herein by reference as **Exhibit C**. The Contract Documents taken together form the Contract between the Parties. In the event of conflict between the Contract Documents, the terms of this Agreement control. Any terms or conditions included in Contractor's Proposal are expressly rejected and not included as part of this Contract.

2. **Work to Be Performed.** Vendor shall fully execute the manufacture, delivery and other work as described, detailed, discussed, scheduled referenced or called for in the Contract Documents, or reasonably inferable from the Contract Documents in order to produce a first-class Trailer, free of any defects and deficiencies (collectively, the "Work").

3. **Contract Sum and Payment.** District shall pay Vendor the Contract Sum in current funds for Vendor's proper performance of the Contract. The Contract Sum shall be Thirty-six Thousand Nine Hundred Seventy-nine and 00/100 Dollars (\$36,979.00), subject to additions and deductions as provided in the Contract Documents. The Contract Sum is based upon and includes Alternate Number 1, upgrade to ADA Specifications. Payment of the Contract Sum shall be made in full following the delivery of the Trailer, in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, and only upon inspection and acceptance of the Work by District and District's receipt of Vendor's waivers of lien and sworn affidavits in accordance with Section 6 of this Agreement.

4. **Delivery.** Vendor shall deliver the Trailer on or before August 1, 2016. Vendor will arrange for delivery of the Trailer through a carrier chosen by Vendor, the costs of which shall be F.O.B. Arrowhead Golf Club, Wheaton, Illinois.

5. **Title and Risk of Loss.** Vendor shall not grant rights in or to, or otherwise encumber the Work or any parts of the Work, to, in or by any third parties at any time, that would impair or delay the full exercise by District of any of its rights or remedies under the Contract. Clean

and unencumbered title to the Work shall be transferred to District upon acceptance of the Work by District. Title to, and the risk of loss, injury or destruction from any casualty to the Work, regardless of cause, will be the responsibility of Vendor until the Work has been received, inspected and accepted by District.

6. **Waiver of Liens.** Vendor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Vendor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Trailer or District's funds for or on account of any Work furnished under this Contract. In every sub-supplier contract or subcontract entered into by Vendor for the Work, Vendor shall incorporate a provision similar to the foregoing subsection to the effect that neither the sub-supplier or subcontractor nor any party acting through or under it shall file or maintain any mechanic's lien or other claim against District or District's funds in connection with the Work. Prior to District's payment of the Contract Sum or any portion thereof, Vendor shall provide: a) waiver of lien for the full Contract Sum and waivers of lien from each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 *et seq.*), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

7. **Acceptance and Rejection.** District will have the right to inspect the Work upon receipt and to reject the nonconforming or damaged Work within ten (10) business days after delivery. District will give notice to Vendor of any rejection of the Work or claim for damages on account of condition, quality or grade of the Work.

Neither inspection nor acceptance by District shall act as District's acceptance of any defects or deficiencies in the Work or for the failure of the Work to conform to the requirements of the Contract and shall not act as a waiver of any rights District has with respect to such defects, deficiencies or failure, including rights under any warranty.

8. **Parties' Representatives.**

The District's representative is:

Neil Dalcero, Building Engineer
Wheaton Park District
26W151 Butterfield Road
Wheaton, IL 60189
Phone: 630-510-5060
Fax: 630-653-5864

The Vendor's representative is:

Daniel Fischer
Comforts of Home Services, Inc.
1551 Aucutt Road
Montgomery, IL 60538
Phone: 630-906-8002
Fax: 847-574-7600

Neither Party's representative shall be changed without at least ten days' prior written notice to the other Party.

9. **Ownership and Use of Documents.** All title, ownership and copyright privileges to all drawings, plans, specifications and other documents and instruments of service prepared or provided by Vendor in connection with the Work, in whatever format (collectively, "**Project Documents**") are and shall at all times be solely in District. Vendor agrees, when requested by District, to execute immediately any documents which evidence and acknowledge in District the ownership of all Project Documents. All Project Documents prepared or furnished by Vendor shall be solely the property of District the time of their preparation and shall be immediately turned over to District upon the suspension or termination of the Work or the termination of Vendor in accordance with this Agreement. Reproducible copies of Project Documents shall, to the extent not previously delivered, be delivered promptly to District upon demand and thereafter may be used by District in whole or in part or in modified form for such purposes as District may deem advisable, without further employment of or payment of additional compensation to Vendor or anyone retained by Vendor. Notwithstanding the foregoing, Vendor retains the right to use standard design elements and details which are neither unique to District or related to the business of District. Under no circumstances shall Vendor have any rights to use any Project Documents which are prepared or furnished by District or other persons under contract with District, other than the limited right to use such documents in connection with the performance by Vendor of the Work for this Project.

10. **No Infringement.** Vendor warrants that the Trailer and any parts thereof does not infringe on any copyrights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by District in connection with any such infringement claim by any third party, provided however that District permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if District is enjoined from using the Trailer due to an actual or claimed infringement of any patent right or copyright or other property right or for any other reason, then at Vendor's option, Vendor shall promptly either: (i) procure for District, at Vendor's expense, the right to continue using the Trailer; or (ii) replace or modify the Trailer, at Vendor's expense, so that the Trailer becomes non-infringing.

11. **Termination.** District may terminate this Agreement as follows:

- a. District may, at any time, terminate the Agreement in whole or in part for the convenience of District and without cause. Termination by District under this section 11(a) shall be by a notice of termination delivered to Vendor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination Vendor shall immediately, in accordance with instructions from District: (1) cease operation as specified in the notice; (2) place no further

orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Contract; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and; (6) take actions that may be necessary or that District may direct, for the protection and preservation of the terminated Work. In the event of termination for convenience by District, Vendor shall recover payment for approved Work executed on the terminated portion of the Work before the effective date. Vendor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

- b. If Vendor fails to perform the Work as provided in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within three (3) business days after demand from District to take corrective action, or in the event of repeated or multiple failures or defaults by Vendor, District may terminate this Agreement and enter into an agreement with another vendor or vendors for the provision of the Work. In such event: (1) District shall not pay Vendor for any portion of the Work not completed in accordance with the Contract Documents; (2) District shall deduct from payments due to Vendor the cost of correcting any deficiencies in accordance with Section 12 of this Agreement; (3) Vendor shall not be entitled to any damages or any form of equitable relief, including but not limited to specific performance; and (4) Vendor shall be liable to District for the increased cost to District of obtaining services from the substitute vendor(s).
- c. If Vendor is adjudged as bankrupt, or if Vendor makes a general assignment for the benefit of Vendor's creditors, or if a receiver is appointed on account of Vendor's insolvency, or if any provision of the bankruptcy law is invoked by or against Vendor, then notwithstanding any other rights or remedies granted District, District may, without prejudice to any other right or remedy, (i) immediately terminate the retention of Vendor and/or (ii) finish or cause to be finished Vendor's Work by whatever method and by whichever persons District deems expedient. In such case, Vendor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) District's losses and damages because of Vendor's default (collectively, "Park District Expenses and Damages"), such excess shall be paid to Vendor. If Park District Expenses and Damages exceed such unpaid balance, Vendor shall pay the difference to

District promptly on demand and District may resort to any other rights or remedies District may have by law or under this Agreement.

12. **Correction of Deficiencies.** If Vendor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from District to commence and continue correction of such default or neglect with diligence and promptness, District may, without prejudice to other remedies District may have, correct such deficiencies. In such case, District shall deduct from payments then or thereafter due Vendor the cost of correcting such deficiencies, including compensation to District for any and all expenses related thereto. If payments then or thereafter due Vendor are not sufficient to cover such amounts, Vendor shall pay the difference to District.

The rights and remedies of District stated in this Agreement shall be in addition to and not in limitation of, any other rights of District granted in the other Contract Documents or at law or in equity.

13. **Tax Exemption.** District is exempt for the Illinois Retailer's Occupational Tax, the Illinois Use Tax and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. District shall provide Vendor with District's tax exemption identification number, for use by Vendor for this project only.

14. **Vendor's Representations.** Vendor hereby specifically acknowledges and declares, and the execution of this Agreement by Vendor is a representation of Vendor that the Contract Documents are full and complete, are sufficient to have enabled Vendor to determine the cost of the Work and that the Contract Documents are sufficient to enable it to perform the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Vendor's obligation to perform the Work for an amount not in excess of the Contract Sum on or before the delivery date established in the Agreement.

Vendor shall carefully study and compare the Contract Documents with each other and with information furnished by District and shall at once report to District errors, inconsistencies or omissions discovered. Vendor shall not be liable to District for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced Vendor in advance. If Vendor performs any manufacturing activity involving an error, inconsistency or omission in the Contract Documents that Vendor recognized or reasonably should have recognized and of which Vendor failed to notify District, Vendor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction.

Vendor further represents that it has full right, title and authority to transfer the Trailer to District and that such transfer, upon delivery to District, shall not be subject to the right or interest of any third party whatsoever.

15. **Warranties.** Vendor warrants to District that materials and equipment furnished under the Contract will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Vendor's warranty excludes remedy for damage or defect caused by District's abuse, modifications not executed by the Vendor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. Liability or refusal of the subcontractor or supplier responsible for the defective materials, equipment or Work to correct the same shall not excuse Vendor from performing under the warranty. If required by District, Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Vendor. All warranties shall be addressed to the District and delivered to District upon delivery of the Work. Except as otherwise provided in this Agreement, all warranties shall become effective on the date of delivery to District, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. Vendor shall repair and replace, as determined by District, any defects or deficiencies at no charge to District during any warranty period.

Vendor shall correct any portion of the Work deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one (1) year after delivery and acceptance of the Work by District, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by Vendor or subcontractors contrary to District's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by District at the time the Work was performed. Final acceptance shall occur only after the Trailer has been delivered, inspected and accepted by District.

No warranty herein shall be deemed waived upon District's inspection and acceptance of delivery of the Trailer.

16. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Vendor's performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Vendor, any subcontractor, anyone directly or indirectly employed by any of them or

anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify, defend and hold and save harmless District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of the Contract.

17. Insurance Requirements for Vendors, Suppliers:

A. Commercial General and Umbrella Liability Insurance

Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District, its agents, officers, commissioners, employees and volunteers, shall be included as additional insureds under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of Vendor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Business Auto and Umbrella Liability Insurance

Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Vendor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to District under the Commercial General and Umbrella Liability Insurance required in this Agreement, Vendor waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Vendor's Work.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning Work, Vendor shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as waiver of Vendor's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Vendor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Contract at District's option. Vendor shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to District. At the option of District, Vendor may be asked to eliminate such deductibles or self-insured retentions as respects District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

4. Subcontractors

Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance of the type specified above. When requested by District, Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

18. Performance of the Contract. Vendor agrees to perform all Work in a good and workmanlike manner. Time is of the essence of this Contract. Vendor, on receipt of this Contract executed by District, shall immediately place orders for materials and otherwise commence performance of this Agreement immediately. No claim for extras shall be allowed unless such claim is first submitted in writing to District and approved in writing by an authorized agent of District.

19. Cleaning Up. In the event Vendor performs Work on District property ("Project Site"), Vendor shall keep the Project Site and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Work. At completion of any portion of the Work, Vendor shall remove from and about the Project Site waste materials, rubbish, Vendor's

tools, equipment, machinery and surplus materials. If Vendor fails to clean up as provided herein, District may do so and the cost thereof shall be charged to Vendor.

20. Safety of Persons and Property.

- A. Vendor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury and loss to:
 - i. Employees engaged in the Work and other person who may be affected thereby; and
 - ii. The Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site, under care, custody or control of Vendor or Vendor's subcontractors or sub-subcontractors.
- B. Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. Vendor shall promptly remedy damage and loss to District property caused in whole or in part by Vendor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone whose acts they may be liable and for which Vendor is responsible, except to the extent said damage or loss is attributable to acts or omissions of District.

21. Extension of Time. Extension of time provided for the completion of the Work shall be Vendor's sole remedy for delay unless the same shall have been caused by acts constituting intentional interference by District with Vendor's performance of the Work and where to the extent that such acts of District continue after Vendor's written notice to District of such interference. District's exercise of any of its rights under the Contract, regardless of the extent or number of changes, or District's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Vendor's performance of the Work.

22. Independent Contractor. It is understood and agreed that the relationship of Vendor to District shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Vendor the agent, servant, or employee of District, or (2) create any partnership, joint venture, or other association between District and Vendor. Any direction or instruction by District in respect of the Work shall relate to the results District desires to obtain from the Work, and shall in no way affect Vendor's independent contractor status as described herein.

23. **No Third Party Beneficiary.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

24. **No Waiver.** Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by the Parties. The failure of District to enforce the provisions of this Agreement or require performance by Vendor of any of the provisions shall not be construed as a waiver of such provisions or affect the right of District to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of contract. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses, and/or privileges of District and/or Vendor, and/or any of their respective officials, officers and/or employees.

25. **Non-Assignability.** This Agreement is non-assignable in whole or part by Vendor, and any assignment shall be void without prior written consent of District.

26. **Compliance with Laws.** All materials, supplies and equipment provided under this Contract must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production and sale of the product or service contained herein. Lack of knowledge on the part of Vendor will in no way be cause for release of this obligation. District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of Vendor.

27. **Choice of Law and Venue.** This Agreement and the other Contract Documents shall be governed by and construed in accordance with the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Vendor, its successors or assigns shall maintain no suit or action against District on any claim based upon or arising out this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one (1) year of the termination of this Agreement. Vendor acknowledges that each provision of this Agreement is important and material to the business and success of District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Vendor shall also pay to District all damages (including but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and District's reasonable attorneys' fees.

28. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except signed by the Parties and endorsed thereon.

29. **Amendment.** No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.

30. **Headings.** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

31. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, to the extent not affected by the invalid or unenforceable provision.

32. **Notice.** All notices, approvals, consents, requests for information and other communications required or permitted to be given by this Agreement shall be in writing and shall be deemed to have been duly given to a party if (i) actually received by the Representative of the Party as evidenced by a receipt signed by such Representative or (ii) if mailed, within three calendar days after the date it is sent by either registered or certified mail, or if sent by overnight courier, on the weekday after it is delivered to such overnight courier, in each case addressed to the respective representatives of District or Vendor, as the case may be, at the respective address provided in the Section 8 above.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

COMFORTS OF HOME SERVICES, INC.

_____

By: Daniel Ecker_____

As Its: Sales Manager_____

WHEATON PARK DISTRICT

By: _____
President, Board of Park Commissioners

Attest: _____
Secretary Board of Park Commissioners