STATE OF INDIANA	)	IN THE SCOTT CIRCUIT COURT
	)	
	) SS:	
COUNTY OF SCOTT	)	CAUSE NO. 72C01-0406-MI-12

IN RE: MARK CADY,	)	
individually and doing business as	)	
MARK CADY CONSTRUCTION,	)	AVC NO. 04-007
	)	
Respondent.	)	

FILED
JUN 21 2004
Karen Roth
CLERK SCOTT CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Mark Cady individually and doing business as Mark Cady Construction enter into an Assurance of Voluntary Compliance (Assurance) pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of the Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an individual who has engaged in the home improvement business, from a principal place of business at 1175 North Church Street Austin, Indiana. Respondent has transacted business with Indiana consumers.

2. The terms of this Assurance apply to and are binding upon the Respondent, his employees, agents, representatives, successors, and assigns.

3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Indiana Code § 4-6-9-4 and Indiana Code § 24-5-0.5-1 *et seq*.

4. The Respondent agrees, pursuant to Indiana Code § 24-5-11-10, in every home improvement transaction to provide a completed home improvement contract to the consumer before it is signed by the consumer. The Respondent agrees that the contract must contain at a minimum the following:

(a) The name of the consumer and the address of the residential property that is the subject of the home improvement;

(b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;

(c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;

(d) A reasonably detailed description of the proposed home improvements;

(e) If the description of the proposed home improvements does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

(f) The approximate starting and completion dates of the home improvements;

(g) A statement of any contingencies that would materially change the approximate completion date;

(h) The home improvement contract price; and

10. The Respondent agrees, pursuant to Indiana Code § 24-5-0.5-3(a)(10), that he will not represent, either orally or in writing, that he is able to deliver or complete the subject of a consumer transaction within a stated period of time, nor will he represent that he is able to complete the transaction within any reasonable period of time according to the course of dealing, usage of trade, or otherwise presumed by law, when he knows or should reasonably know he cannot.

11. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-3-12.

12. Upon execution of this Assurance, the Respondent shall pay consumer restitution of Five Thousand Dollars ($5000.00) to the Office of the Attorney General on behalf of Chris DeHart of Austin, Indiana.

13. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred Dollars ($300.00) to the Office of the Attorney General.

14. The above payments shall be payable in the amount of Five Hundred Dollars ($500.00) per month, beginning on May 15, 2004 and continuing each month thereafter, until a total of Five Thousand Three Hundred Dollars ($5,300.00) is received. Payments shall be made by the 15th of each month and the Respondent's failure to make said payments by the 15th of any month will accelerate the remaining payments and result in the entire balance due within the next ten (10) days.

15. The Respondent shall not represent that the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

16. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complains the Consumer Protection Division receives.

17. The Office of the Attorney General shall file this Assurance with the Circuit Court of Scott County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 11 day of June, 2004.

STATE OF INDIANA

STEVE CARTER
Indiana Attorney General

By: _____
Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49
Office of the Attorney General
302 West Washington Street, 5th Floor
Indianapolis, IN 46204
Telephone (317) 233-3300

RESPONDENT

MARK CADY.
individually and doing business as
Mark Cady Construction

_____
Mark Cady

APPROVED this 23 day of June, 2004.

_____
Judge, Scott County Circuit Court
Pro Tem