STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT

AVC NO. 06-027

IN RE: SERVICE EXPERTS OF INDIANA, L.P., doing business as SERVICE EXPERTS OF INDIANAPOLIS.

Respondent.

FILED
147 JUL 07 2006
CLERK OF THE MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General, Matt Light, and the Respondent, Service Experts of Indiana, L.P., doing business as Service Experts of Indianapolis, enter into an Assurance of Voluntary Compliance ("Assurance") pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this 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, Service Experts of Indiana, L.P. is a Tennessee Foreign Limited Partnership, doing business in Indiana as Service Experts of Indianapolis. Service Experts of Indianapolis is engaged in the home improvement business with a principal place of business located in Marion County at 5235 Elmwood Avenue, Indianapolis, Indiana, 46203.

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 Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1, *et seq.*

4. Any term used in this Assurance that is explicitly defined by Ind. Code § 24-5-11 or Ind. Code § 24-5-0.5-2 has the meaning set forth by those statutes.

5. Respondent agrees, pursuant to Ind. 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. 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;
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> (b) The name and address of the home improvement supplier and the names and telephone numbers of any agents 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;
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> (d) A reasonably detailed description of the proposed home improvements;
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> (e) If the description required by Indiana Code §24-5-11-10(a)(4) 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
>
> (i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a

legible printed or a typed version of that person's name placed directly after or below the signature.

6. The Respondent agrees that each of its home improvement contracts will be in a form that each consumer who is a party to the contract can reasonably read and understand, as required by Ind. Code § 24-5-11-10(b).

7. The Respondent agrees that before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, the Respondent will have agreed unequivocally by written signature to all of the terms of the home improvement contract, as required by Ind. Code § 24-5-11-11.

8. The Respondent agrees that it will give a fully executed copy of the home improvement contract, showing the dates the Respondent and each consumer executed the contract, to the consumer immediately after the consumer signs it, as required by Ind. Code § 24-5-11-12.

9. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code §24-5-11-1 et seq.

10. Respondent agrees to refrain from soliciting or engaging in consumer transactions with Indiana residents without permits or licenses required by law.

11. Upon execution of this Assurance, Respondent shall pay investigative costs in the amount of Five Hundred Dollars ($500.00) to the Office of the Attorney General.

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

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

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

DATED this 5th day of July, 2006.

STATE OF INDIANA

STEVE CARTER
Attorney General of Indiana

By: Matt J. Light
Matt Light
Deputy Attorney General
Atty. No. 25680-53

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RESPONDENT

SERVICE EXPERTS OF INDIANA, L.P.,
doing business as SERVICE EXPERTS OF INDIANAPOLIS

By: Michelle Hepburn
Name: Michelle Hepburn
Title: Office Manager

APPROVED this _____ day of _____, 2006.

Theodore M. Sosa
Judge, Marion Circuit Court

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