

**CITY OF BELVIDERE
HISTORIC PRESERVATION COMMISSION
A G E N D A
Tuesday, May 24, 2016
City Council Chambers
401 Whitney Boulevard
5:30 pm**

ROLL CALL

Members:

Becky Tobin, Chair
Kris Bryan, Vice-Chair
Anna Gill Pivoras
Lisa Kummerow
David Kummerow
Filitsa Platopoulos
Vacant

Staff:

Gina DelRose, Community Development Planner

Ex-Officio:

Mike Chamberlain, Mayor

MINUTES: Approve Minutes—March 22, 2016

PUBLIC COMMENT

UNFINISHED BUSINESS:

Work Plan

2016 Awards Program: wrap-up discussion
Promotional/Fund Raising Events: fall house tour
Phase II Survey: no updates
Leath Warehouse Update: no updates
Maintenance Small Grant: Pearl Place Application
Expenditures: invitations, awards and catering (still waiting for The Apollo)
Blackhawk Bank balance: \$3583.88 as of April 29, 2016

OTHER BUSINESS:

Images of American Belvidere and Boone County

Royalties- \$138.82
Book Sales- \$40.00 (not in bank statement)

NEW BUSINESS: None

DISCUSSION:

**Landmark homeowners' social event
Underground Railroad in Boone County**

COMMUNICATIONS/PLANNING REPORTS:

Staff Report: OMA Training

Next Meeting Date: June 28, 20106

ADJOURNMENT

**CITY OF BELVIDERE
HISTORIC PRESERVATION COMMISSION MINUTES
March 22, 2016
5:30 pm
City Council Chambers**

ROLL CALL

Members Present:

Becky Tobin, Chair
Anna Gill Pivoras
Filitsa Platopoulos
Kris Bryan, Vice Chair

Staff Present:

Gina DelRose, Community Development Planner

Members Absent

David Kummerow
Belinda Roberts
Lisa Kummerow

With a quorum present, Chair Becky Tobin called the meeting to order at 5:35 pm.

Minutes: It was moved and seconded (Bryan/Platopoulos) to approve the minutes from the February 23, 2016 meeting. The motion carried unanimously.

PUBLIC COMMENT: None

UNFINISHED BUSINESS:

Work Plan

Awards Program, 2016: Becky Tobin stated that she has begun receiving RSVP's via e-mail.

Gina DelRose stated that the Community Development Department received an RSVP for 18 people.

Kris Bryan stated that it sounds like there could be a large crowd which is a good thing.

Filitsa Platopoulos agreed.

Becky Tobin stated that Kathy Miller is unable to create the invitations as originally planned. Catherine Crawford and Cara Whetsel are working on a new design layout. Becky Tobin stated that the awards and food still need to be ordered.

Kris Bryan stated that the commission should advertise the fall historic home tour at the awards program.

Becky Tobin stated that the October historic home tour will include several houses along East Lincoln Avenue.

Kris Bryan said it would be good for the event to remain in one neighborhood; a bus will not be needed in this case.

Gina DelRose stated that a fortune teller could be present at one of the houses to play on the 'haunted' theme.

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Kris Bryan stated that a storyteller could be present at another house as well.

Anna Gill Pivoras stated that someone could dress up as "Nellie" in her wedding dress (a reference to one of the local hauntings).

Becky Tobin stated that the awards themselves will be the same style as last year; Kathy Miller will be receiving an award as well.

Filitsa Platopoulos and Kris Bryan agreed.

Becky Tobin stated that Cara Whetsel is providing the table decorations.

Anna Gill Pivoras stated that the Boone County Historical Museum is providing the sound system.

Becky Tobin stated that the commission still needs to secure sponsors for the awards program.

Kris Bryan recommended several past sponsors be contacted.

Filitsa Platopoulos suggested contacting Jack Wolf Chrysler Jeep since the family is receiving an award.

Becky Tobin stated that invitations and letters need to be sent out.

Kris Bryan suggested advertising the award on the commission's Facebook page.

Becky Tobin stated that since the awards program is by invitation only she did not want to publicly post anything until after the event.

Gina DelRose questioned if books will be for sale at the event.

The commission agreed to have books for sale.

Becky Tobin questioned if Lee Gardner played at last year's event.

Filitsa Platopoulos stated that he did not.

Promotional /Fund Raising Events: Becky Tobin stated that the earlier conversation will be discussed in May.

Phase II Survey: Becky Tobin stated that Kathy Miller had talked to Duane Hagerty; the survey is in progress.

Leath Warehouse Update: Becky Tobin stated the company is still interested; the Mayor will attempt to talk to them this week. Hopefully there will be another site visit in June.

Maintenance Small Grant/Notification letters: Becky Tobin stated that the commission discussed this item last month and usually sends out a request for grant applications this time of year. Ms. Tobin stated that Kathy Miller sent letters out to homeowner's notifying them of

the grant. There is approximately \$3,500 in the grant fund. Becky Tobin stated that the commission's fundraising efforts go into a grant fund; landmark properties are eligible to apply for help with exterior renovations.

Anna Gill Pivoras asked if that fund was the same as the CLG Grant.

Becky Tobin said no. The CLG Grant is a state program to help pay for surveys.

Gina DelRose questioned if a downtown property owner has approached the commission regarding grant funds to help pay for window replacements they had previously discussed.

Becky Tobin said that person has done so; however, a certificate of appropriateness must be secured first. The individual has not requested the certificate yet.

Expenditures: Becky Tobin stated that the commission sold a book; the balance of the Blackhawk Bank account is \$3444.48.

OTHER BUSINESS:

Images of America Belvidere and Boone County-Kris Bryan stated that he can help advertise the book.

Gina DelRose stated the books can be for sale at the awards program.

Anna Gill Pivoras stated that the books can be sold at Hometown Christmas and Heritage Days.

Becky Tobin stated that the books can be sold at the Boone County Fair.

Kris Bryan stated that the talk radio stations can help advertise the commission's events and books.

Becky Tobin stated that the events and books can be advertised on Channel 20.

Gina DelRose suggested BNNHS Radio.

Anna Gill Pivoras suggested an ad in the Belvidere Daily Republican.

Kris Bryan suggested an ad in the Boone County Shopper.

NEW BUSINESS:

Certificate of Appropriateness- Becky Tobin stated that the commission has not received any documentation from the Ida Public Library regarding the house they intend to demolish. Becky Tobin stated that they may be rethinking their land use plans.

DISCUSSION:

Landmark homeowners' social event- Becky Tobin stated that David Kummerow was working on the event.

Filitsa Platopoulos stated that David Kummerow was preparing a letter to send out.

Kris Bryan stated that incorporating a “dos and donts” workshop would be a good idea.

COMMUNICATIONS/PLANNING REPORTS:

Filitsa Platopoulos questioned which commission member is presenting which award.

Kris Bryan suggested limiting the amount of grants a property owner can be awarded since funds are limited.

Gina DelRose suggested mentioning the grant in the awards program's booklet so that more property owners can learn about the grant.

Becky Tobin stated that the grant is only for landmark properties. Should it be expanded to other properties?

Kris Bryan stated no.

Becky Tobin stated that some other properties could use the assistance and some properties should be landmarked but are not.

Kris Bryan stated those were valid points.

Kris Bryan stated that he was able to salvage some bricks, the tin ceiling and the sink from the old Manley Motors building.

NEXT MEETING DATE: April 26, 2016

ADJOURNMENT: The meeting was adjourned at 6:07 pm.

Recorded by

Gina DelRose, Community Development Planner

**CITY OF BELVIDERE
HISTORIC PRESERVATION COMMISSION MINUTES
April 26, 2016
5:30 pm
City Council Chambers**

ROLL CALL

Members Present:

Becky Tobin, Chair
David Kummerow
Filitsa Platopoulos

Staff Present:

Gina DelRose, Community Development Planner

Members Absent

Kris Bryan, Vice Chair
Lisa Kummerow
Anna Gill Pivoras

There was no quorum present. The commission held general discussion.

In regards to the awards presentation, Filitsa Platopoulos requested to present the Wolfs with their award. David Kummerow will be presenting the Dari Ripple and Becky Tobin will be presenting the Meddings and Jillian Fuller with their awards. Gina DelRose stated that she will e-mail the rest of the commission with their presentations. Set-up for the awards will begin at 5:00pm. The menu and centerpieces were discussed.

Gina DelRose announced that Belinda Roberts has resigned from the commission. Her term expires in May. If anyone knows someone who would like to be on the commission, please have them contact the city.

Gina DelRose stated that there was an application received for the maintenance grant. This item will be discussed further next month.

NEXT MEETING DATE: May 24, 2016

Recorded by

Gina DelRose, Community Development Planner

GLS PROPERTIES, LLC
GLS DEVELOPMENT, LLC
1600 University Avenue, Suite 212
St. Paul, MN 55104
(651) 646-7848 (Phone)
(651) 646-8947 (Fax)

April 20, 2016

Belvidere-Boone County
Planning Department
401 Whitney Blvd #300
Belvidere, IL 61008

RE: Application for historic property maintenance
Pearl Place Apartments

Please review the enclosed Application for Historic Property Maintenance. Pearl Place is in continual need of masonry and concrete repair.

Please contact me with any questions at 651-523-1233 or jhuwe@metroplains.com

Sincerely,



Jean Huwe

Belvidere Historic Preservation Commission
Belvidere-Boone County Planning Department
Phone: (815) 544-5271

**APPLICATION
HISTORIC PROPERTY MAINTENANCE PROGRAM**

Owner Name: MDI Limited Partnership #42

Property Address: 520 Pearl Street

Daytime Phone: 651-523-1233 E-mail: ~~@~~ jkuwe@metroplains.com

Date of Original Construction 1893-1939 Original Use School

Local or National Landmark? National Registered Date July 1997

Amount Requesting From Grant \$ \$1,000 Estimated Total Cost of Project \$2,050
(The amount requested can be no more than 50% of total project cost)

Proposed Work: Describe the proposed project, the current condition of the structure, and the reason for requesting a Historic Property Maintenance Grant. Please attach the necessary drawings related to the project and a minimum of two (2) quotes detailing the cost of the project.

Pearl Place Apts is in continual need of
brick, and concrete repair as expected
with a historic building. We were unable
to get two bids for this work. Attached
is the one bid we could get. It is reasonable.
Also attached are a couple pictures
of the areas that need the work.

Will Original Materials Be Replaced? No If so, what is the estimated cost of repair of the original material _____ compared to the replacement material? _____

The undersigned certifies that the project will be constructed in accordance to the aforesaid plans and specifications. If approved, all work will be completed within 180 days of committee approval.

Owner Signature  Date 4-20-16
Sean Huwe

Department Use Only

Application: Approved _____ Denied _____

Grant Amount Approved: _____

Notes Condition: _____

Grant approved on _____ Date _____ By _____ Chair _____

Staff Signature _____
Administrator





Proposal # 2015-115

Salesman: NK

Date: 4/13/15

Customer:

Pearl Place Apartments

ATTN: Janet Zinke

520 Pearl St

Belvidere, IL 61008

Job Description:



Cost:

No Warranty on any of this work

Repair Wall Sections at 2 stoops on East side of building **\$ 1400.00**

- To be painted by others
- Loose areas will be broke down and new material placed

Repair 2 window sills **\$ 650.00**

- Same Spec's as above

Permits and Licensing are the responsibility of others, this can be done at an additional charge.
Proceeding without a permit is done at the sole discretion and cost of the customer

This is only an estimate. Actual costs may vary due to fluctuation in material costs. Estimate is good for 30 days unless otherwise specified. At least half of the total cost of the job shall be paid prior to starting the job. The remainder shall be paid upon completion and shall relinquish contractor from any further liability.

Pricing Listed is Cash Price, alternative methods are offered at additional fees

Acceptance of this proposal must be coupled with our Contract terms, and executed by an authorized individual.

No testing, certification, or any other services are included. If desired this can be done at expense of others.

Any Deviation from the above scope may alter the price and timeframe, any additional charges will be discussed prior to action being taken the timeframe for this job should be approximately 7-10

Business days, depending on the scope of the work. The contractor is not responsible for conditions outside of their control all material is to be backed by manufacturer warranty.

All work is to have a workmanship and structural guarantee for the period of 12 months, this does not include cracking or spalling, but does include permanent heaving, shifting, or separation greater than 1".

Any guarantee is voided if salt is used on the concrete.

Any and all liability and warranties will be waived if final payment is not received within 30 days

All spoils is to be removed by contractor

The contractor to provide all necessary supplies and materials, as well as cleanup

Landscaping and backfilling is the responsibility of the customer

All work is bid to be completed during normal business hours, Mon. - Fri. After hours and weekend work may be performed at the contractors discretion, but if it is required by the customer additional charges may apply. All work to conform to local building codes and standard practices

Contractor is not responsible for any private utilities

Contractor is not responsible for any damage after work is completed, including vandalism.

Customer is responsible for all insurances on property, Contractor carries Workers Comp. on all employees.

Late Payments shall incur finance charges

All information contained within this proposal is to be considered proprietary and/or trade secrets and may not be disclosed to any third-parties without express written consent of KI Property Improvements, Inc.

Authorization for work to be performed as outlined:

_____ Contractor:

Date _____

ALL SALES OF GOODS AND SERVICES ARE GOVERNED BY THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE OF THIS PROPOSAL, AND ARE ACKNOWLEDGED AND ACCEPTED BY THE CUSTOMER IDENTIFIED ABOVE.

General Terms. All sales of goods and services provided by KI Property Improvements, Inc., an Illinois corporation ("KIPI"), or any subcontractor hereunder (collectively, the "Work") are made pursuant to these Standard Terms and Conditions,

Which include any terms or conditions on the reverse side hereof ("Terms and Conditions"). The Terms and Conditions and all Exhibits referenced herein constitute the entire agreement between the parties with respect to the Work and supersede all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent that they are expressly incorporated herein. KIPI will not be bound by any terms and conditions stated in any purchase order or other document(s) issued by the customer named on the reverse side hereof ("Customer") to the extent that the terms of such purchase order or document attempt to vary or amend the Terms and Conditions. If such purchase order or other documents contain terms which are inconsistent with the Terms and Conditions, and such documents preceded the Terms and Conditions, such documents shall be deemed to be a solicitation. Neither party may revoke or amend the Terms and Conditions or any part thereof except by mutual written agreement signed by both parties.

The paragraph headings in the Terms and Conditions are inserted for the convenience of the parties hereto only and shall not, in any manner, define, limit or describe the intent or scope of, or in any manner affect the Terms and Conditions. The Terms and Conditions shall inure to the benefit of and be binding upon the successors, assigns and legal representatives of the parties hereto. The Customer shall be responsible for payment for the Work, as well as all applicable sales, use and excise taxes, duties and assessments relating to the Work. The Customer shall furnish KIPI with all information necessary for KIPI to expeditiously perform the Work. Decisions and approvals required of the Customer shall be provided in a timely manner so as not to delay the orderly progression of the Work. All Work is subject to delay caused by riot, strikes, lockouts, labor difficulties, shortages of labor, fuel, power, materials or supplies, transportation delays, fires, floods, acts of God, war, governmental laws, regulations or orders as well as any other cause beyond KIPI's control.

In such event, KIPi shall have the option of being excused from further performance or to extend the performance dates for the duration of such conditions, and neither party shall have any liability hereunder except that Customer shall be responsible for payment to the extent that KIPi has performed before the condition occurred.

2. Terms of Payment. At least fifty percent (50%) of the total cost of the Work shall be paid prior to commencement of the Work and the remainder paid upon completion of the Work. All payments shall be made to KIPi's offices in Garden Prairie, Illinois unless other arrangements have been made in advance. If payments are not made in accordance with the Terms and Conditions or, if in the reasonable judgment of KIPi, the financial condition of Customer at any time does not justify the continuation of the Work, KIPi, at its sole discretion, may require full or an increased partial payment in advance, defer further Work until payment is made, or terminate the Work.

In such case, Customer shall be responsible for payment to the extent that KIPi has performed hereunder. The making of full and final payment by Customer shall constitute a waiver of claims by Customer except those arising from: (a) liens, claims, security interests or encumbrances arising out of the Terms and Conditions and unsettled or (b) failure of the Work to comply with the requirements of the Terms and Conditions.

3. Insurance. The Customer shall maintain, at its sole cost and expense, liability, property and other insurance relating to the Work and the site where the Work will be performed. KIPi and the Customer waive all rights against each other and any of their contractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

4. Limited Warranty, Warranty Claims, and Limitations for Actions or Suits. KIPi hereby expressly warrants the Work against defects in workmanship for a period of one (1) year from the date of completion of the Work by KIPi, such date to be determined by KIPi in its sole discretion. Written notice of a warranty claim must be received in KIPi's Garden Prairie, Illinois office within said warranty period. Any action or suit against KIPi arising out of or relating to the Terms and Conditions and/or the Work must be commenced within six (6) months after the cause of action has accrued. In no event shall KIPi be liable for any warranty claim arising from: excessive wear and tear; vandalism; usage in a manner inconsistent with the normal or intended usage of such products or equipment; misuse; neglect; improper maintenance or acts or omissions by the Customer or others not under the direct supervision and control of KIPi

5. LIMITATION OF LIABILITY AND DISCLAIMER. NOTWITHSTANDING ANY PROVISION IN THE TERMS AND CONDITIONS TO THE CONTRARY, THE WARRANTY CONTAINED IN PARAGRAPH 4 AS LIMITED HEREIN IS THE ONLY WARRANTY EXTENDED OR OFFERED BY KIPi IN CONNECTION WITH THE WORK, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

KIPi'S OBLIGATIONS UPON BREACH OF WARRANTY OR OTHER PROVISION OF THE TERMS AND CONDITIONS OR PROPOSAL OR AS IMPOSED BY LAW SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE WORK,

AND IN NO EVENT SHALL KIPi HAVE ANY LIABILITY WHATSOEVER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR TORT DAMAGES OF ANY KIND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO ALLOWANCE SHALL BE MADE FOR ANY EXPENSES INCURRED BY THE CUSTOMER (OR THEIR SUCCESSORS, ASSIGNS OR BENEFICIARIES) IN REPAIRING OR REPLACING ANY OTHER PORTION OF THE BUILDING,

STRUCTURE OR THE PERSONAL PROPERTY CONTAINED THEREIN, SAVE FOR THE WORK, AND ANY AGREED CHANGES. KIPi'S TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT OF THE PRICE FOR THE WORK CONTAINED IN THE TERMS AND CONDITIONS, NET OF ANY CHANGES, AND IN THE EVENT OF A BREACH OF THE WARRANTY OR ANY OTHER PROVISION HEREOF BY KIPi, KIPi SHALL HAVE THE OPTION TO REPLACE THE DEFECTIVE WORK OR REFUND THE MONIES PAID BY THE CUSTOMER HEREUNDER.

6. Indemnity. Without limiting any of Customer's obligations under the Terms and Conditions and to the fullest extent permitted by applicable law, Customer shall indemnify, defend and hold harmless KIPi, directors, officers, subcontractors, agents and employees, from and against any actual or alleged claims, suits, damages, liabilities, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of, resulting from or in connection with (a) the acts or omissions of Customer, its employees, agents, or other contractors, or (b) a breach of the Terms and Conditions by Customer, its employees, agents or other contractors. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. In any and all claims against KIPi or any of its owner's, directors, officers, subcontractors, agents or employees by any employee, agent or contractor of Customer, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Customer under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts. "Claims, suits, damages, liabilities, losses and expenses" as these words are used in this Paragraph 6 shall be construed to include, but not limited to (1) all reasonable attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the Terms and Conditions and

(ii) All other costs and expenses incurred by the party being indemnified or its owners, directors, officers, employees, agents or contractors. Notwithstanding anything to the contrary herein, this Paragraph 6 shall not apply to claims, suits, damages, liabilities, losses, and expenses caused solely by the negligence or willful misconduct of KIPi, its employees, agents or subcontractors.

7. Breach by the Customer.

Upon the Customer's breach of this or any other contract with KIPi, in addition to all other remedies and at its option, KIPi may: (a) terminate the Work in its entirety; and/or

(b) Assert any other remedy provided by law or equity. Upon the Customer's breach by its failure to pay as provided by the Terms and Conditions, the Customer shall be liable for any and all consequential damages incurred by KIPi

, including, but not limited to any loss of profit KIPi would have enjoyed in the absence of the breach, and specifically including reasonable attorneys' fees, costs and expenses incurred in enforcing or protecting,

Whether by lien, suit or otherwise, payment due KIPi. Past due amounts shall bear interest at the rate of one and one-half percent (1 ½%) per month, but in no event higher than the highest rate permitted by law.

.. Solvency and Security Interests. The Customer covenants and warrants that it is not insolvent at the time of accepting the Terms and Conditions, and represents that it is the authorized agent to receive notices or warnings under any applicable mechanic's lien statutes or provisions. Customer acknowledges that KIPi possesses lien rights to the extent that Work has been performed but not paid for in full, and that it will assist KIPi in any way reasonably necessary to perfect or establish such rights including, without limitation, execution of any documents.

.. Severability and Enforceability.

If any term or provision of the Terms and Conditions shall be held invalid or unenforceable, then such provision shall be deemed modified to the extent and in the manner necessary to render it valid and enforceable, or if the provision cannot be so modified, it shall be deemed stricken from the Terms and Conditions and the remaining terms, conditions and provisions of the Terms and Conditions shall not be affected thereby. Each term and provision of the Terms and Conditions shall be valid and be enforced to the fullest extent permitted by law.

.. Governing Law and Exclusive Venue. The Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to its choice of law provisions. Any and all legal actions brought by either party shall be commenced in a court located within Boone County, Illinois.

1 1. Non-Waiver. Any failure or delay on KIPi's part to exercise any remedy under the Terms and Conditions shall not operate as a waiver.

KIPi's failure to require performance of any of the terms, covenants, conditions or provisions of the Terms and Conditions shall not constitute a waiver of any of its rights. No condition or covenant may be waived by KIPi without its express written consent.

1 2. No Strict Construction. Both KIPi and the Customer have been involved in determining the provisions of the Terms and Conditions, and no ambiguity or interpretation of the

Terms and Conditions or any of its provisions shall be resolved or determined in favor of or against a party based, in whole or in part, on whether or not such party or its agent has prepared any provision hereof.

13. Non-Assignment; No Third Party Beneficiaries. The Customer may not assign any of its rights or delegate any of its duties or obligations under the Terms and Conditions without the express prior written consent of KIPi. The Terms and Conditions shall not confer any rights or remedies upon any person other than KIPi and the Customer, and their respective successors and permitted assigns.

14. WAIVER OF JURY TRIAL. KIPi AND THE CUSTOMER ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THE RIGHT MAY BE WAIVED. KIPi AND THE CUSTOMER EACH KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND WITHOUT COERCION, WAIVES ALL RIGHTS TO TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NEITHER KIPi

NOR THE CUSTOMER SHALL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS THE PARTY CLAIMING THAT THIS WAIVER HAS BEEN RELINQUISHED HAS A WRITTEN INSTRUMENT SIGNED BY THE OTHER PARTY STATING THAT THIS WAIVER HAS BEEN GIVEN UP. IN THE EVENT OF LITIGATION, A COPY OF THE TERMS AND CONDITIONS MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

(Write Accept or Reject, then sign below.) _____

Signature: _____

Acknowledge receipt of Terms and Conditions

Signature: _____