

CERTIFICATE OF SERVICE

I hereby certify that I did on December 13, 2012, cause to be served by First Class Mail, with postage thereon fully prepaid, by depositing in a United States Post Office Box in Springfield, Illinois, a true and correct copy of the following instruments entitled NOTICE OF ELECTRONIC FILING, MOTION FOR RELIEF FROM HEARING REQUIREMENT and STIPULATION AND PROPOSAL FOR SETTLEMENT upon the persons listed on the Service List.



Michael D. Mankowski
Assistant Attorney General

This filing is submitted on recycled paper.

SERVICE LIST

Elizabeth Harvey
Swanson, Martin & Bell, Ltd.
330 North Wabash, Suite 300
Chicago, IL 60611

Carol Webb
Hearing Officer
Illinois Pollution Control Board
1021 North Grand Avenue East
Springfield, IL 62794

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Complainant,)	
)	
v.)	PCB NO. 10-12
)	
)	
HICKS OILS & HICKSGAS, INCORPORATED,)	
an Indiana corporation,)	
)	
Respondent.)	

MOTION FOR RELIEF FROM HEARING REQUIREMENT

NOW COMES Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, and pursuant to Section 31(c)(2) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(c)(2) (2010), moves that the Illinois Pollution Control Board grant the parties in the above-captioned matter relief from the hearing requirement imposed by Section 31(c)(1) of the Act, 415 ILCS 5/31(c)(1) (2010). In support of this motion, Complainant states as follows:

1. On July 30, 2009, a Complaint was filed with the Illinois Pollution Control Board ("Board") in this matter.
2. The parties have reached agreement on all outstanding issues in this matter.
3. This agreement is presented to the Board in a Stipulation and Proposal for Settlement, filed contemporaneously with this motion.
4. All parties agree that a hearing on the Stipulation and Proposal for Settlement is not necessary, and respectfully request relief from such a hearing as allowed by Section 31(c)(2) of the Act, 415 ILCS 5/31(c)(2) (2010).

WHEREFORE, Complainant, PEOPLE OF THE STATE OF ILLINOIS, hereby requests that the Board grant this motion for relief from the hearing requirement set forth in Section 31(c)(1) of the Act, 415 ILCS 5/31(c)(1) (2010).

Respectfully submitted,

PEOPLE OF THE STATE OF ILLINOIS
LISA MADIGAN
ATTORNEY GENERAL

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos
Litigation Division

BY: _____
MICHAEL D. MANKOWSKI
Environmental Bureau
Assistant Attorney General

500 South Second Street
Springfield, Illinois 62706
217/782-9031.
Dated: December 13, 2012

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

**PEOPLE OF THE STATE OF ILLINOIS,
LISA MADIGAN, Attorney
General of the State of Illinois,**

Complainant,

v.

**HICKS OILS & HICKSGAS, INCORPORATED,
an Indiana corporation,**

Respondent.

PCB NO. 10-12

STIPULATION AND PROPOSAL FOR SETTLEMENT

Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency ("Illinois EPA"), and HICKS OILS & HICKSGAS, INCORPORATED, an Indiana corporation ("Respondent" or "Hicks"), the Parties to the Stipulation and Proposal for Settlement ("Parties to the Stipulation"), have agreed to the making of this Stipulation and Proposal for Settlement ("Stipulation") and submit it to the Illinois Pollution Control Board ("Board") for approval. This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Board's approval of this Stipulation and issuance of relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1 et seq. (2010), and the Board's Regulations, alleged in the Complaint except as otherwise provided herein. It is the intent of the Parties to this Stipulation that it be a final adjudication of this matter.

I. STATEMENT OF FACTS

A. Parties

1. On July 30, 2009, a Complaint was filed on behalf of the People of the State of Illinois by Lisa Madigan, Attorney General of the State of Illinois, on her own motion and upon the request of the Illinois EPA, pursuant to Section 31 of the Act, 415 ILCS 5/31 (2010), against the Respondent.

2. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2010).

3. At all times relevant to this Stipulation, Respondent was and is an Indiana corporation authorized to transact business in the State of Illinois.

B. Site Description

1. The Respondent is a retailer of bulk petroleum products and liquefied gas and at all times relevant to this Complaint, owned and operated a bulk petroleum storage and transfer facility ("facility" or "site") located at 1118 Wesley Road, just northwest of State Highway 29 in Creve Coeur, Tazewell County, Illinois.

2. The site was used as a bulk petroleum storage and transfer facility by Cities Service between 1957 and 1966, and by Gulf Oil between 1966 and 1974. Respondent purchased the property in 1974, and continued operation of the bulk petroleum storage and transfer facility until 2001. Respondent then removed the bulk storage tanks, and decommissioned the facility. Respondent sold the site in 2004. The site is no longer operated as a bulk petroleum storage and transfer facility.

C. Complainant's Allegations of Non-Compliance

Complainant contends that the Respondent has violated the following provisions of the Act and Board Regulations. The violations listed herein include violations alleged in Complainant's Complaint as well as additional violations which occurred after the filing of the Complaint.

Count I: Sections 620.115, 620.405 and 620.410.35 of the Board's Groundwater Regulations, Ill. Adm. Code 620.115, 620.405 and 620.410 and Section 12(a) of the Act, 415 ILCS 5/12(a) (2006).

D. Non-Admission of Violations

The Respondent represents that it has entered into this Stipulation for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this Stipulation and complying with its terms, the Respondent does not affirmatively admit the allegations of violation within the Complaint and referenced within Section I.B herein, and this Stipulation shall not be interpreted as including such admission.

E. Compliance Activities to Date

Respondent discovered the contamination at the site during a voluntary site investigation. Respondent retained registered professionals to investigate and remediate the contamination, reported the contamination to the Illinois EPA, obtained all necessary permits and approvals, and actively remediated the site. The Respondent entered the State of Illinois' Site Remediation Program ("SRP"). Respondent completed remediation of the site, and received a No Further Remediation ("NFR") letter from the Illinois EPA, on December 28, 2010. Respondent spent significant sums of money in its successful investigation and remediation of the site.

II. APPLICABILITY

This Stipulation shall apply to and be binding upon the Parties to the Stipulation. The Respondent shall not raise as a defense to any enforcement action taken pursuant to this Stipulation the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Stipulation.

III. IMPACT ON THE PUBLIC RESULTING FROM ALLEGED NON-COMPLIANCE

Section 33(c) of the Act, 415 ILCS 5/33(c) (2010), provides as follows:

In making its orders and determinations, the Board shall take into consideration all the facts and circumstances bearing upon the reasonableness of the emissions, discharges, or deposits involved including, but not limited to:

1. the character and degree of injury to, or interference with the protection of the health, general welfare and physical property of the people;
2. the social and economic value of the pollution source;
3. the suitability or unsuitability of the pollution source to the area in which it is located, including the question of priority of location in the area involved;
4. the technical practicability and economic reasonableness of reducing or eliminating the emissions, discharges or deposits resulting from such pollution source; and
5. any subsequent compliance.

In response to these factors, the Parties to the Stipulation state the following:

1. Groundwater is a limited and important resource. The site is located in an area where the groundwater has an intrinsically high vulnerability to contamination due primarily to geological conditions, including permeable soils and a high infiltration rate of groundwater recharge. The groundwater is presently utilized as an aquifer and source of drinking water for local residences and is therefore a Class I resource groundwater. Human health and the environment were threatened by the alleged violations.

2. There was social and economic benefit to the Respondent's site when it was operated as a bulk petroleum storage and transfer facility. The site still has the potential for future social and economic benefit to the surrounding community.

3. Although the site is located in an area where the groundwater has an intrinsically high vulnerability to contamination, operation of the bulk petroleum storage and transfer facility at the site was suitable as long as it properly maintained and managed in a manner which limited releases of petroleum products.

4. Maintaining the bulk storage and transfer facility, limiting releases of petroleum products and promptly and properly containing and cleaning any spills at the site was technically practicable and economically reasonable.

5. Respondent was accepted in to the SRP program and was granted an NFR letter after completing remediation at the site.

IV. CONSIDERATION OF SECTION 42(h) FACTORS

Section 42(h) of the Act, 415 ILCS 5/42(h) (2010), provides as follows:

In determining the appropriate civil penalty to be imposed under . . . this Section, the Board is authorized to consider any matters of record in mitigation or aggravation of penalty, including but not limited to the following factors:

1. the duration and gravity of the violation;
2. the presence or absence of due diligence on the part of the respondent in attempting to comply with requirements of this Act and regulations thereunder or to secure relief therefrom as provided by this Act;
3. any economic benefits accrued by the respondent because of delay in compliance with requirements, in which case the economic benefits shall be determined by the lowest cost alternative for achieving compliance;
4. the amount of monetary penalty which will serve to deter further violations by the respondent and to otherwise aid in enhancing voluntary compliance with this Act by the respondent and other persons similarly subject to the Act;

5. the number, proximity in time, and gravity of previously adjudicated violations of this Act by the respondent;
6. whether the respondent voluntarily self-disclosed, in accordance with subsection i of this Section, the non-compliance to the Agency; and
7. whether the respondent has agreed to undertake a "supplemental environmental project," which means an environmentally beneficial project that a respondent agrees to undertake in settlement of an enforcement action brought under this Act, but which the respondent is not otherwise legally required to perform.

In response to these factors, the Parties to the Stipulation state as follows:

1. The site was used as a bulk storage and transfer facility from 1957 through 2001. Incidental releases of petroleum products occurred at the site throughout that period. The Respondent owned the site from 1974 through 2004. In May of 2002, a groundwater sample obtained an onsite monitoring well contained 1.080 mg/l of benzene, over 200 times the groundwater quality standard for benzene. The site remediation was completed in 2010, and a no further remediation letter was issued by Illinois EPA on December 28, 2010.

2. Respondent was diligent, as it voluntarily began investigation and remediation activities at the site after learning of the contamination. Respondent voluntarily reported the contamination to Illinois EPA, and entered and completed the Site Remediation Program.

3. Economic benefit has not been calculated in this matter.

4. Complainant has determined, based upon the specific facts of this matter, that a penalty of Five Thousand Dollars (\$5,000.00) and completion of a Supplemental Environmental Project ("SEP") valued at approximately \$75,000 will serve to deter further violations and aid in future voluntary compliance with the Act and Board regulations.

5. The Respondent has no previously adjudicated violations.

6. The Respondent voluntarily disclosed the benzene standard exceedences in a groundwater monitoring study provided to the Illinois EPA.

7. The Respondent has agreed to perform a SEP which is outlined in Section V.D. below.

V. TERMS OF SETTLEMENT

A. Penalty Payment

1. The Respondent shall pay a civil penalty in the sum of Five Thousand Dollars (\$5,000.00) within thirty (30) days from the date the Board adopts and accepts this Stipulation.

B. Payment Procedures

All payments required by this Stipulation shall be made by certified check or money order payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund ("EPTF"). Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

The name, case number and the Respondent's federal tax identification number shall appear on the face of the certified check or money order. A copy of the certified check or money order and any transmittal letter shall be sent to:

Michael D. Mankowski
Environmental Bureau
Illinois Attorney General's Office
500 South Second Street
Springfield, Illinois 62706

C. Future Compliance

1. The Respondent will perform a SEP as outlined in Section V.D. below.
2. This Stipulation in no way affects the responsibilities of the Respondent to comply with any other federal, state or local laws or regulations, including but not limited to the Act and the Board Regulations.

3. The Respondent shall cease and desist from future violations of the Act and Board Regulations that were the subject matter of the Complaint.

D. Supplemental Environmental Project

1. In order to promote the goals of the Act to restore, protect and enhance the quality of the environment, the Respondent shall perform the following supplemental environmental project ("SEP"). The settlement value of the SEP is approximately \$75,000 and will offset penalties sought by the Complainant in this matter. The Parties to the Stipulation agree that this SEP shall consist of the following:

a. Hicks will provide up to fifty water softener systems for installation in residences served by Edelstein Waterworks Co-op ("Edelstein"). Edelstein is a non-profit corporation which operates a Public Water Supply providing water to 47 residential customers in and around the town of Edelstein, Illinois. Edelstein is approximately 25 miles away from the Hicks Oil site. The raw water in the well used by Edelstein has levels of radium which exceed the Maximum Contaminant Levels ("MCL") for Combined and Gross Alpha radium. Edelstein has been unable to afford the necessary radium removal equipment to bring its facility into compliance with the Act and associated regulations. The water softener systems to be installed by Hicks are for the purpose of addressing the radium in Edelstein's water supply. The water softeners are not for the purpose of addressing any other contaminants in the Edelstein water supply, such as iron.

b. Hicks will perform "normal" installations of the water softener systems in residences in Edelstein. A "normal" installation requires four items:

1. space for the water softener;
2. access to plumbing near the water main inlet into the house;
3. a 110 volt electrical supply near the water softener; and

4. a legal drain near the proposed location of the water softener.

c. It is the homeowner's responsibility to provide the four items needed to qualify as a "normal" installation. Hicks has no obligation to provide the four items. Hicks cannot install the water softener until all four items are in place.

d. Hicks will begin the installation process by performing five to ten installation inspections. If those installations are "normal", Hicks will install the water softeners in those homes, at a time agreed upon with the homeowner. Hicks will then perform another five to ten installation inspections, and so on until all water softeners have been installed.

1. Hicks will coordinate the installation inspections with Edelstein's designated representative.

2. If Hicks determines, during an installation inspection, that a home does not qualify as a "normal" installation, Hicks will notify the homeowner and Edelstein that one or more of the items specified in Section V.D.1.b. is not in place. The homeowner must provide the missing items within 60 days of notification.

3. If the homeowner does not provide the missing items for the residence to be a "normal" installation within 60 days of notification, Hicks shall have no obligation to install a water softener in that residence.

4. If the homeowner already has a water softener, Hicks will provide and install a new water softener. Hicks will disconnect the existing softener, and will move it out of the way of the new softener. Hicks has no responsibility to remove the existing softener from the residence, or to dispose of the existing softener.

e. Prior to installing a water softener in a residence, the owner of that residence must sign a liability and indemnity agreement, waiving any claims against Hicks and its agents, employees, and vendors, arising from the provision and installation of the water softener. The agreement will also specify that the owner of the residence, not Hicks, is

responsible for the maintenance of the new water softener unit. The agreement shall be substantially in the form provided in Exhibit A to this Stipulation. Hicks shall provide the agreement to the owner of the residence at or before the installation inspection. If the owner of the residence refuses or otherwise fails to sign the liability and indemnity agreement, Hicks has no obligation to install a water softener in that residence.

f. The Parties specifically agree that Hicks had no involvement in causing or contributing to the radium exceedences, or any other exceedences, in Edelstein, and that Hicks is performing the SEP only to resolve alleged (but not admitted) violations relating to Hicks' former facility in Creve Coeur, Illinois.

2. The Respondent shall complete the SEP no later than nine (9) months after the Board's acceptance and adoption of this Stipulation. Respondent shall, within 30 days after completion, submit a project completion report, including a summary of all expenditures, to the contact persons identified in Section V.E. for review and confirmation that the SEP was performed pursuant to this Stipulation. The project completion report shall include the following certification by a responsible corporate official of the Respondent:

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted based on my inquiry of those persons directly responsible for gathering the information, and that the information submitted in or accompanying this notification of final compliance is to the best of my knowledge true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and or imprisonment for knowing violations.

3. Notwithstanding the provisions of Section V.D.2 above, including the deadline for completion of the SEP, the parties recognize that the completion date of the SEP could vary, depending upon circumstances beyond Respondent's control. For example only, installation of water softeners at every residence in Edelstein will depend upon factors including cooperation and availability of individual homeowners. Respondent will use its best efforts to meet the

deadline set forth in Section V.D.2 above. If Respondent cannot meet that deadline, Respondent shall promptly notify the contact persons identified in Section V.E., and explain the reasons for the delay. The Parties agree to work cooperatively together to establish a revised deadline for completion, or to declare the SEP completed, depending upon the circumstances.

4. In the event the SEP cannot be completed, for reasons within the control of Respondent, Respondent shall pay the value of the uncompleted portions of the SEP. If, for example only, Respondent installs some but not all of the new water softener units, Respondent shall pay only the value of the water softeners which have not been installed. Payment under this Section shall be made pursuant to the procedures of Section V.B. This Section does not apply if the SEP remains uncompleted for reasons outside Respondent's control.

5. By signature on this Stipulation, the Respondent certifies that, as of the date of entry of this Order, it is not required to perform or develop the foregoing SEP by any federal, state or local law or regulation, nor is it required to perform or develop the SEP by agreement or injunctive relief in any other case. The Respondent further certifies that it has not received, and is not presently negotiating to receive credit for, the SEP in any other enforcement action.

6. Any public statement, oral or written, in print, film or other media, made by the Respondent making reference to any SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the Illinois Attorney General and the Illinois EPA for alleged violations of the Illinois Environmental Protection Act and regulations promulgated thereunder."

E. Notice and Submittals

Except for payments, the submittal of any notice, reports or other documents required under this Consent Order, shall be delivered to the following designated representatives:

As to the Complainant

Michael D. Mankowski
Assistant Attorney General
Environmental Enforcement Bureau
500 South Second Street
Springfield, Illinois 62706

Joey Logan-Wilkey
1021 North Grand Ave East
Mail Code 21
Post Office Box 19276
Springfield, Illinois 62794-9276

As to the Respondent

Dr. Shawn Coady
Hicks Oil & Hicksgas, Inc.
204 N. Route 54
P.O. Box 98
Roberts, IL 60962

Elizabeth S. Harvey
Swanson, Martin & Bell LLP
330 N. Wabash Ave., Suite 3300
Chicago, IL 60611

F. Release from Liability

In consideration of the Respondent's payment of the \$5,000.00 penalty, its commitment to cease and desist as contained in Section V.C. above, completion of all activities required hereunder, and upon the Board's approval of this Stipulation, the Complainant releases, waives and discharges the Respondent from any further liability or penalties for the violations of the Act and Board Regulations that were the subject matter of the Complaint herein. The release set forth above does not extend to any matters other than those expressly specified in Complainant's Complaint filed on July 30, 2009. The Complainant reserves and this Stipulation is without prejudice to, all rights of the State of Illinois against the Respondent with respect to all other matters, including but not limited to, the following:

1. criminal liability;
2. liability for future violation of state, federal, local, and common laws and/or

regulations;

3. liability for natural resources damage arising out of the alleged violations; and
4. liability or claims based on the Respondent's failure to satisfy the requirements of

this Stipulation.

Nothing in this Stipulation is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, or entity other than the Respondent.

G. Enforcement and Modification of Stipulation

Upon the entry of the Board's Order approving and accepting this Stipulation, that Order is a binding and enforceable order of the Board and may be enforced as such through any and all available means.

H. Execution of Stipulation

The undersigned representatives for the Parties to the Stipulation certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Stipulation and to legally bind them to it.

WHEREFORE, the Parties to the Stipulation request that the Board adopt and accept the foregoing Stipulation and Proposal for Settlement as written.

PEOPLE OF THE STATE OF ILLINOIS,

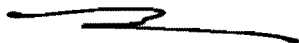
ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

LISA MADIGAN
Attorney General
State of Illinois

JOHN J. KIM, Interim Director
Illinois Environmental Protection Agency

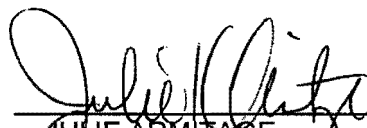
MATTHEW J. DUNN, Chief
Environmental Enforcement/
Asbestos Litigation Division

BY:



THOMAS DAVIS, Chief
Environmental Bureau
Assistant Attorney General

BY:


JULIE ARMITAGE
Acting Chief Legal Counsel

DATE:

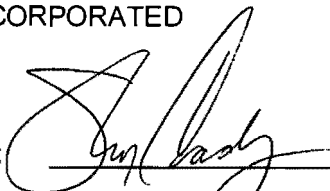
12/13/12

DATE:

12/12/12

HICKS OIL & HICKSGAS,
INCORPORATED

BY:



Name: Shawn Cady

Title: VICE PRESIDENT

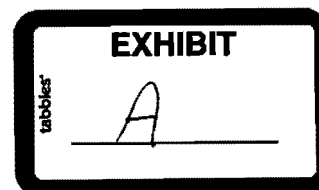
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11/17/12

RELEASE AND INDEMNITY AGREEMENT

_____, owner of the residence located at _____, Edelstein, Illinois ("Homeowner") agrees as follows, regarding the installation of a water softener system in the residence.

1. HICKS OILS & HICKSGAS, INCORPORATED ("Hicks") has agreed to install new water softener systems in up to fifty residences served by Edelstein Waterworks Co-op ("Edelstein"). Edelstein is a non-profit corporation which provides water to 47 residential customers. In addition to those 47 residences, Hicks will install water softener systems in the Edelstein post office and at the Edelstein Congregational Church. Hicks is installing the water softeners as a "Supplemental Environmental Project", with approval from the Illinois Environmental Protection Agency ("IEPA").
2. The raw water in the well used by Edelstein has levels of radium which exceed regulatory standards for combined and gross alpha radium. Hicks did not cause or contribute to the radium exceedences, or any other exceedences, in Edelstein. The water softener systems to be installed by Hicks are for the purpose of addressing the radium in Edelstein's water supply. The water softener systems are not for the purpose of addressing any other contaminants in the Edelstein water supply, such as iron.
3. Hicks will perform "normal" installations of the water softener systems in residences in Edelstein. A "normal" installation requires four items:
 - a. space for the water softener;
 - b. access to plumbing near the water main inlet into the house;
 - c. a 110 volt electrical supply near the water softener; and
 - d. a legal drain near the proposed location of the water softener.
4. It is Homeowner's responsibility to provide the four items needed to qualify as a "normal" installation. Hicks has no obligation to provide the four items. Hicks cannot install the water softener until all four items are in place. If Hicks determines, during an installation inspection, that the home does not qualify as a "normal" installation, Hicks will notify the Homeowner



and Edelstein that one or more of the four items specified in paragraph 3 are not in place. Homeowner agrees to provide the missing item(s) within 60 days of notification.

5. If Homeowner does not provide the missing item(s) within 60 days of notification, Hicks has no obligation to install a water softener system in that residence.
6. If Homeowner already has a water softener, Hicks will provide and install a new water softener system. Hicks will disconnect the existing softener, and will move it out of the way of the new softener. Hicks has no responsibility to remove the existing softener from the residence, or to dispose of the existing softener.
7. There is no cost to Homeowner for the "standard" water softener system, or for installation. However, in the event Homeowner's residence requires a larger water softener system than the "standard" softener system to be provided by Hicks, Hicks will notify Homeowner of the difference in cost. Homeowner shall pay the difference between the "standard" softener system and the larger softener system. That payment shall be made to Hicks prior to or at the time of installation. Homeowner may opt not to pay the cost difference: in that event, Hicks has no obligation to install a water softener system in the residence.
8. Homeowner recognizes and agrees that maintenance and care of the water softener system is Homeowner's sole responsibility. Hicks has no responsibility for maintenance or care of the water softener, and has no responsibility of any kind after installation of the water softener system.
9. Release. In consideration of the provision and installation of the new water softener system, Homeowner releases and forever discharges Hicks, and its officers, representatives, attorneys, agents, employees, vendors, successors, affiliates, partners, and owners from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation arising from, on account of, or in

any way growing out of, Hicks' provision and installation of the water softener system.

10. Indemnity. In consideration of the provision and installation of the new water softener system, Homeowner agrees to indemnify and hold forever harmless Hicks, and its officers, representatives, attorneys, agents, employees, vendors, successors, affiliates, partners, and owners from any and all claims, demands, rights or causes of action of whatsoever kind or nature, brought by Homeowner, on behalf of Homeowner, by Homeowner's heirs or assigns, or by any other person or entity, arising from, on account of, or in any way growing out of Hick's provision and installation of the water softener system.

11. This release and indemnity agreement contains the entire agreement between Homeowner and Hicks. Homeowner acknowledges he has carefully read this release and indemnity agreement.

Homeowner (signature)

Homeowner's printed name

Address of residence

Dated: _____, 20__.