



# Customer Receipt

6/10/2025, 5:04 PM MDT

Store # 1512

Sales Person 21183 Store Phone # (970) 206-0774  
Location 4502 JOHN F KENNEDY PKWY, FORT COLLINS, CO 80525

## Customer Information

Steve Winter  
(970) 231-5854  
steve@sjwfarms.com

37687 state hwy 257  
windsor, CO 80550



Order # H1512-344881  
PO / Job Name SHED

H1512-344881



<b>Install 1</b> SKU # 1001638503	<b>Install Address</b> 37687 state hwy 257 windsor , CO 80550	<b>Service Provider</b>	<b>Estimated Install Date</b> 06-17-2025 to 09-15-2025
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Install Service	SKU #	Unit Price	Qty	Subtotal
<b>Install Subtotal</b>				\$7,970.34
SHED CONFIGURATOR - TUFF SUN-NAT	1001638503	\$0.00 / each	1	\$0.00
Measure Credit		-\$0.00 / each	1	-\$0.00
<b>Basic Installation Labor:</b>				
		\$0.00 /	0	\$0.00
<b>Custom Labor:</b>				
TB-700 10 x 16,Upgrade - 4' x 6'7" Single Shed Door,Credit for Removal of Default Door,Delicate White,Full Service Paint Application,Metal Roof Upgrade - Red,Truss Spacing Upgrade - 16" OC - Shed,3/4" Treated Floor Decking Upgrade,16"x8" Wall Vent -		\$7,970.34 / EA	1	\$7,970.34



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## Install Details

Please read carefully



H1512-344881

## 🔧 Install 1

SKU # 1001638503

### INSTALL LABOR INCLUDES:

- DELIVERY OF ALL MATERIALS AND ON SITE CONSTRUCTION OF A WOOD STORAGE BUILDING ON CUSTOMER'S ACCESSIBLE LOCATION
- AS BUILT, TUFF SHED PRODUCTS ARE NOT INTENDED FOR USE AS A FULL-TIME HABITABLE BUILDING
- INSTALLER TRAVEL WITHIN 30 MILES OF NEAREST HOME DEPOT
- ONCE AN ORDER HAS BEEN PLACED, PRICING IS GUARANTEED FOR UP TO 12 MONTHS. IF THE INSTALLATION IS NOT COMPLETED WITHIN 12 MONTHS FOR ANY REASON, TUFF SHED HAS THE RIGHT TO CANCEL THE ORDER AND ACTIVATE A FULL REFUND.
- FINAL INSPECTION WITH CUSTOMER INCLUDING INSTRUCTIONS ON CARE OF PRODUCT TO ENSURE PROPER OPERATION
- FINAL CLEAN UP OF ALL DEBRIS RELATED TO INSTALLATION
- FINAL CLEAN UP OF JOB SITE
- SUNDANCE SERIES - 5 YEAR WARRANTY FROM TUFF SHED
- KEYSTONE SERIES - 1 YEAR WARRANTY FROM TUFF SHED

### UNLESS STATED ABOVE, INSTALL DOES NOT INCLUDE:

- LEVELING CHARGE FOR SLOPE DIFFERENTIAL (GREATER THAN 4") 100253
- SLABS OR FOUNDATIONS
- REMOVAL OF EXISTING STRUCTURE

### SPECIAL NOTES:

- CUSTOMER WILL CONFIRM THAT THE DISTANCE FROM WHERE THE DELIVERY VEHICLE WILL PARK AND BUILD SITE IS LESS THAN 200' (IF GREATER THAN 200' PLEASE NOTIFY SALES REPRESENTATIVE)
- AN ONLINE CONFIGURATOR GENERATED PO. CALL 888-883-3743 FOR DETAILS.
- IF AFTER INSTALLATION, CUSTOMER ATTEMPTS TO CONVERT BUILDING INTO A HABITABLE DWELLING, CUSTOMER DOES SO AT HIS/HER OWN RISK AND RELEASES ALL PARTIES FROM ANY AND ALL LIABILITIES.
- INSTALLER WILL CONTACT THE CUSTOMER WITHIN 3-5 BUSINESS DAYS TO REVIEW AND/OR SCHEDULE ORDER
- CUSTOMER IS RESPONSIBLE FOR CHOOSING THE SITE WHICH MUST BE AT LEAST 4' LARGER THAN THE BLDG IN WIDTH, LENGTH AND HEIGHT
- CUSTOMER SHALL PERMIT INSTALLER TO CORRECT ANY ALLEGED DEFICIENCIES PRIOR TO TAKING ANY OTHER ACTION
- SITE MUST BE LEVEL WITHIN 4" OR ADDITIONAL CHARGES WILL APPLY
- CUSTOMER WILL PROVIDE A 110-115 V, 20 AMP ELECTRICAL SOURCE WITHIN 100' OF BUILD SITE
- THERE IS A 15% RESTOCKING FEE FOR A CANCELLED ORDER AFTER INSTALLATION DATE IS SET, INSTALLED SHEDS ARE NON-RETURNABLE
- IF REQUIRED, PERMITS, HOA, ZONING, COMPLIANCE WITH SETBACK REQUIREMENTS AND OTHER APPROVALS ARE THE RESPONSIBILITY OF CUSTOMER AND MUST BE OBTAINED BEFORE ACCEPTING INSTALL DATE
- AN ADULT OVER 18 YEARS OF AGE WITH THE AUTHORITY TO MAKE DECISIONS ABOUT YOUR INSTALLATION MUST BE PRESENT DURING THE INSPECTION (WHEN APPLICABLE), DELIVERY AND INSTALLATION
- INSTALLER CAN BE CONTACTED IF ADDITIONAL INFORMATION IS NEEDED TO OBTAIN A CUSTOMERS PERMIT
- AS BUILT, PRODUCT IS NOT DESIGNED OR INTENDED TO BE A HABITABLE DWELLING.
- CUSTOMER SHALL PROVIDE AN UNOBSTRUCTED PATH TO THE BUILD SITE FOR INSTALLER
- AN ADULT MUST BE PRESENT WHO IS AUTHORIZED TO SIGN THE LIEN WAIVER AND AT THE TIME OF INSTALLATION



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6/10/2025, 5:04 PM MDT

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Sales Person 21183

Store Phone # (970) 206-0774

Location 4502 JOHN F KENNEDY PKWY, FORT COLLINS, CO 80525

**90 DAY RETURN POLICY.** The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

For your Annual ProXtra Member Statement: [https://www.homedepot.com/c/Pro\\_Xtra](https://www.homedepot.com/c/Pro_Xtra)

## Payment Method

📅 06/17/2025  
6:21 PM EDT

Visa 3070

**Charged \$7,970.34**

<b>Subtotal</b>	\$7,970.34
<b>Discounts</b>	-\$0.00
<b>Sales Tax</b>	\$0.00
<b>Order Total</b>	\$7,970.34
<b>Balance Due</b>	\$0.00



# Home Improvement Agreement: Page 1

## Home Depot License Number(s):

Home Depot license numbers are listed on page 3, and at [www.Homedepot.com/LicenseNumbers](http://www.Homedepot.com/LicenseNumbers).

Salesperson Name

Registration # - CA, CT, ME, MD, MI, NJ, DC only

Home Depot U.S.A., Inc. (“Home Depot”) or its Authorized Service Provider named below will furnish, install, or service the equipment listed below at the price, terms, and conditions set forth in this Agreement.

### 1. Service Provider Contact Information

Authorized Representative Name

Service Provider Company Name

Phone #

Service Provider Email Address

Service Provider License #(s)

### 2. Customer Information

Customer Last Name

Customer First Name

Store # / Branch Name

Customer Lead/ PO#

Customer Address

City

State

Zip

Home Phone#

Work Phone#

Cell Phone#

Customer Email Address

### 3. NOTICE OF RIGHT TO CANCEL

**YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY CONTACTING THE SERVICE PROVIDER OR STORE DIRECTLY; EMAILING SERVICE PROVIDER AT:**

**OR DELIVERING WRITTEN NOTICE TO HOME DEPOT AT:**

Address

City

State

Zip

**BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING, UNLESS THE STATE SUPPLEMENT PROVIDES A DIFFERENT CANCELLATION PERIOD. THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE. YOUR PAYMENT(S) WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS AFTER HOME DEPOT’S RECEIPT OF YOUR NOTICE. ANY MERCHANDISE OR MATERIALS DELIVERED TO YOU MUST BE MADE AVAILABLE FOR PICKUP BY HOME DEPOT OR SERVICE PROVIDER AT YOUR ADDRESS LISTED ABOVE AND IN SUBSTANTIALLY THE SAME CONDITION AS WHEN DELIVERED. YOU MAY ALSO CONTACT HOME DEPOT FOR INSTRUCTIONS REGARDING RETURN SHIPMENT AT HOME DEPOT’S EXPENSE.**

**THE LAW REQUIRES THAT THE HOME DEPOT GIVE YOU A NOTICE EXPLAINING YOUR RIGHT TO CANCEL. PLEASE SIGN BELOW TO ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN ORAL AND WRITTEN NOTICE OF YOUR RIGHT TO CANCEL.**

Acknowledged by:

Customer's Signature

Date



## Home Improvement Agreement: Page 2

### 4. Description of Work to be Performed

A detailed description of the work to be performed is included in the paragraph or document entitled Scope of Work, Specification, Customer Summary Sheet, Quote Form, Estimate, Invoice, or Measure which is included in this Agreement.

### 5. Anticipated Delivery Date / Installation Schedule

Approximate Start Date:  Approximate Finish Date:

All dates are approximate and subject to change due to various circumstances such as weather, manufacturing delays, obtaining permits or HOA approvals.

### 6. Electronic Records Authorization

You are entitled to a paper and electronic copy of this Agreement if You choose. If You consent to an e-mailed copy, Your consent applies to this Agreement and all subsequent documents and written communications related to this Agreement. Contact your Service Provider to update Your email address, withdraw Your consent to electronic records, or obtain a paper copy of the Agreement or related documents at no charge. By providing Your consent and verifying Your email address above, You confirm that You have access to a computer that can receive and open emails and PDF documents.

### 7. Contract Price and Payment Schedule

Payment of the Contract Price is due upon signing unless a different payment schedule is required by law, is specified below, or is in a payment addendum.

Contract Price: \$  Includes all applicable taxes. Excludes finance charges.\*

Sales Tax: \$  (If applicable, total amount of taxes included in Contract Price)

**\*Maximum deposit ONLY applicable in MD, MA, ME (33%), NJ, WI (99%)**

Deposit %  Deposit Amount \$  Remaining Balance \$

### 8. Finance Charges

Any interest payments or other finance charges will be determined by Your cardholder or loan agreement, to which Home Depot is NOT a party, and will not affect the payment due under this Agreement. You are subject to the terms and conditions of the cardholder or loan agreement, as applicable. No funds should be made payable to Service Provider; however, Service Provider may collect Your payments made payable to Home Depot.

### 9. Acceptance and Authorization

By signing below, You authorize Home Depot to: (a) arrange for Service Provider to perform the Services; or (b) order and arrange for the delivery of special order merchandise, including any custom made special order merchandise, as specified in this Agreement. Further, You acknowledge: (i) You have read and understand this Agreement; (ii) You have accepted this Agreement in its entirety, including the General Conditions and State Supplement (if any); (iii) You are receiving a complete copy of this Agreement; (iv) all rights and interests under this Agreement, including interest in the property where Services are performed, are solely vested in the person listed as "Customer" above; and (v) electronic signatures will be deemed originals for all purposes. Do not sign if blank or incomplete. Service Provider's or permitting information may need to be provided to You in writing at a later date.

X

Customer's Signature

Date

X

The Home Depot Digital Signature

Date

**Call The Home Depot at 1-800-466-3337 for help.**



### Home Improvement Agreement: Page 3

Customer Last Name

Customer First Name

Store # / Branch Name

Customer Lead/ PO#

**License numbers held by or on behalf of HOME DEPOT, U.S.A., INC.:**

**AL:** 07281, 20096, 51289, EMP-5701; **AK:** CONE25084; **AZ:** ROC092581, ROC252435; **AR:** 2507220, 0228100524, MP6774; **CA:** 602331; **CO:** EC.0007930, PC0003126; **CT:** ELC0205127-E1, HIC.533772, HTG.0406972-D1, HTG.0408596-D2, PLM.0288547-P1; **DE:** HM-0000772, PL-0002473; **DC:** 410517000372, EM2020030, RC920131; **FL:** CCC1331113, CCC1331130, CGC061641, CGC1514813, CRC046858, EC13007199; **GA:** EN216765, GAREGCR108762, GCCO005540, GCQA005539; **GU:** For a current listing of License Numbers held by or on behalf of Home Depot, use the link above; **HI:** C-22120; **IA:** 24602, C091302; **ID:** 005190, 022877, 024086, RCE-19683; **IL:** 104017473; **IN:** For a current listing of License Numbers held by or on behalf of Home Depot, use the link above; **KS:** 16-009627; **KY:** 11517, CE65260, HM05813, M7838; **LA:** 43690, 557308, 883162; **ME:** For a current listing of License Numbers held by or on behalf of Home Depot, use the link above; **MA:** 9764, 112785, CS-107774, CS-114410; **MD:** 05-42144, 11589, 76141, 85434-01; **MI:** 2101089942; **MN:** BC147263, MB732457, PC147263; **MO:** 2023035952; **MS:** 22222-MC; **MT:** 37730, PLU-PM-LIC-13784; **NE:** 26085; **NJ:** 13VH09277500, 19HC00128900, 1702999; **NH:** For a current listing of License Numbers held by or on behalf of Home Depot, use the link above; **NM:** 86302; **NV:** 38686, 0082439, 0082440, 0082441, 0082442, 0084052; **NY:** For a current listing of License Numbers held by or on behalf of Home Depot, use the link above; **NC:** For a current listing of License Numbers held by or on behalf of Home Depot, use the link above; **ND:** For a current listing of License Numbers held by or on behalf of Home Depot, use the link above; **OH:** 46992, 46992; **OK:** 00106339, 00180585, 00190011, 80003543; **OR:** 95843; **PA:** PA142212; **PR:** SJ-14328-CN; **RI:** 9480, 00008422, B-014784, MP007418; **SC:** 104779; **SD:** LBD-IL-RO804-20-2124C; **TN:** 47781-GC; **TX:** TECL24447, TICL113, TACLA14980C, Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, [www.tdlr.texas.gov](http://www.tdlr.texas.gov); regulated by the Texas State Board of Plumbing Examiners, P.O. Box 4200 Austin, Texas 78745-4200, [www.tsbpe.texas.gov](http://www.tsbpe.texas.gov); **VI:** For a current listing of License Numbers held by or on behalf of Home Depot, use the link above; **UT:** For a current listing of License Numbers held by or on behalf of Home Depot, use the link above; **VT:** For a current listing of License Numbers held by or on behalf of Home Depot, use the link above; **VA:** For a current listing of License Numbers held by or on behalf of Home Depot, use the link above; **WA:** HOMED088RH; **WI:** 1046796, 1375416, DC-030700030; **WV:** WV036104; **WY:** C-40136

**Services may not be available in all areas. The Home Depot reserves the right to correct pricing errors on printed materials. Offer(s) may not be combined with any other offer. All home services performed through The Home Depot, including plumbing services, are performed by independent contractors, including independent licensed plumbing contractors, as applicable. Services provided by The Home Depot authorized independent installation professionals. Home Depot U.S.A., Inc. 2455 Paces Ferry Rd. Atlanta GA 30339**



## COLORADO SUPPLEMENT

Customer Last Name

Customer First Name

Store # / Branch Name

Lead/Customer Order #

Salesperson's Name (if any)

The terms and conditions of this Supplement apply to all Home Depot Home Improvement Agreements in Colorado and are expressly made a part of all such agreements. In the event of any conflict, inconsistency or discrepancy between the terms of Your Home Improvement Agreement and this Colorado Supplement, the terms of this Supplement will control.



## NOTICE OF CANCELLATION

Date of Transaction: \*  Lead/Customer Order #

\*The date of transaction is the later of the date printed above or 3 business days after You sign the Agreement

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the date of transaction.

If You cancel, any property traded in, any payments made by You under the contract or sale, and any negotiable instrument executed by You will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of Your Cancellation Notice, and any security interest arising out of the transaction will be canceled.

If You cancel, You must make available to the seller at Your residence, in substantially as good condition as when received, any goods delivered to You under this contract or sale, or You may, if You wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If You do make the goods available to the seller and the seller does not pick them up within TWENTY (20) CALENDAR DAYS of the date of Your Notice of Cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the seller, or if You agree to return the goods to the seller and fail to do so, then You remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, deliver, or email a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram, to:

(Email Address/ Fax # of seller or seller's authorized representative)

(Print/type name of seller or seller's authorized representative)

(Address)

(City)

(State)

(Zip)

**NOT LATER THAN MIDNIGHT OF:**

(Date – THREE (3) BUSINESS DAYS from the date of transaction)

**I HEREBY CANCEL THIS TRANSACTION.**

(Date)

(Buyer's Signature)

(Buyer's printed name)



## NOTICE OF CANCELLATION (required duplicate)

Date of Transaction: \*  Lead/Customer Order #

\*The date of transaction is the later of the date printed above or 3 business days after You sign the Agreement

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the date of transaction.

If You cancel, any property traded in, any payments made by You under the contract or sale, and any negotiable instrument executed by You will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of Your Cancellation Notice, and any security interest arising out of the transaction will be canceled.

If You cancel, You must make available to the seller at Your residence, in substantially as good condition as when received, any goods delivered to You under this contract or sale, or You may, if You wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If You do make the goods available to the seller and the seller does not pick them up within TWENTY (20) CALENDAR DAYS of the date of Your Notice of Cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the seller, or if You agree to return the goods to the seller and fail to do so, then You remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, deliver, or email a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram, to:

(Email Address/ Fax # of seller or seller's authorized representative)

(Print/type name of seller or seller's authorized representative)

(Address)

(City)

(State)

(Zip)

**NOT LATER THAN MIDNIGHT OF:**

(Date – THREE (3) BUSINESS DAYS from the date of transaction)

**I HEREBY CANCEL THIS TRANSACTION.**

(Date)

(Buyer's Signature)

(Buyer's printed name)



## The Home Depot General Terms & Conditions

- DEFINITIONS:** “Agreement” means the Home Improvement Agreement between You and Home Depot and the following documents: **(a)** Change Order(s) as set forth in Section 5; **(b)** State Supplement(s) (if any); **(c)** these General Terms and Conditions (“General Conditions”); **(d)** extended installation warranty documents (if any); and **(e)** the Scope of Work. “Defect” means any Services that are found to be non-compliant with manufacturer’s installation instructions. “Home” means the real property, fixtures, and any physical improvements where the Services are performed. “Products” means any materials or products purchased by You to be installed during performance of the Services. “Services” means: **(i)** the delivery and furnishing of goods, equipment, materials, and hardware; and **(ii)** any related labor and services, including without limitation, construction, consultation, fabrication, erection, installation, inspection, maintenance, repair, and testing. “Scope of Work” means a detailed description of work or Services to be performed, including, but not limited to, any quotes, schedules, invoices, specification sheets, proposals, confirmation emails, or otherwise. “Service Provider” means an independent contractor, authorized by Home Depot, and its employees, agents, and subcontractors. “Work Area” means any property, buildings, or structures necessary for the staging, temporary storing, and performance of the Services. “You”/“Your” means the customer identified in the Agreement.
- HOME DEPOT’S RESPONSIBILITIES:** Home Depot or Service Provider will complete the Services in a workmanlike manner and in accordance with applicable law without causing damage to Your Home; *provided, however,* Home Depot or Service Provider will not start or continue with any Services upon discovery of any condition at Your Home that Home Depot or Service Provider deems in its sole discretion to be hazardous, unsafe or, materially changes the Scope of Work. Unless specifically contracted to do so, neither Home Depot nor Service Provider is obligated to repair such pre-existing hazardous or unsafe conditions.
- ASSIGNMENT/SUBCONTRACTING:** Home Depot and Service Provider may assign this Agreement, or any right herein, or any monies due or to become due hereunder, and may delegate or subcontract any obligations or Services hereunder without Your consent. This Agreement will not be assigned by You without first receiving Home Depot’s written consent, which may be denied in Home Depot’s sole discretion.
- YOUR RESPONSIBILITIES:** **(a) Payment.** You agree to pay Home Depot in full for the Services pursuant to the terms of this Agreement. **(b) Safe Access.** You agree to provide Home Depot and Service Provider Safe Access to Your Home. “Safe Access” means safe and complete access to the Work Area including: **(1)** removing any physical impediments or unsafe working conditions, hazards (including environmental), building code, or zoning violations directly or indirectly affecting the Work Area; **(2)** providing the location of utilities (underground, concealed, overhead, or visible) to Home Depot or Service Provider; **(3)** removing from and protecting against minors, pets, guests, and visitors in the Work Area; and **(4)** not interfering, impeding, impacting, or otherwise disrupting the Work Area at any time during Home Depot’s or Service Provider’s performance of the Services. **(c) Work Area Requirements.** You agree to provide Home Depot and Service Provider certain Work Area Requirements while at Your Home. “Work Area Requirements” means meeting the following conditions: **(1)** obtaining consent, permission, or relief from any covenants, easements, restrictions, or other legal encumbrances affecting the Work Area *in advance of the Services*; **(2)** providing sanitary facilities to Home Depot or Service Provider convenient to the Work Area (or, alternatively, paying for the rental costs of such facilities); **(3)** providing all utilities including power, water, ventilation, and climate control in and for the Work Area; **(4)** keeping permits, if required, visible at all times; **(5)** disengaging, suspending, or terminating any security systems protecting the Work Area; **(6)** providing adequate temporary storage space as needed for Home Depot’s or Service Provider’s performance of the Services; and **(7)** If Your Home is part of a homeowner’s association (“**HOA**”), You understand and agree that it is Your sole obligation to obtain and provide approvals from or to your HOA. **(d) No Performance.** Services are to be performed by Home Depot or Service Provider. If You attempt to perform or assist with the Services in any way, You assume all risk for property damage and for injury to Yourself and others.



## The Home Depot General Terms & Conditions

5. **MODIFICATIONS AND CHANGE ORDERS:** Without invalidating this Agreement, You may authorize Home Depot or Service Provider to perform Services beyond the original Scope of Work (“**Change Order**”). A Change Order will be issued by Home Depot or Service Provider, which You may accept by signing. Upon Your signing of the Change Order, it will become part of this Agreement and subject to its terms. A Change Order may also result from Home Depot or Service Provider encountering conditions at the Work Area that impact, impede, or otherwise interfere with the performance of the Services, requiring an increase in cost, time, or both. If Home Depot does not require a Change Order or if You fail to sign a Change Order for changes that You authorize or request, You agree that you are still responsible to pay for any Services performed outside the original Scope of Work. Following the discovery of any conditions that impact, impede, or otherwise cause the Work Area not to have Safe Access, Home Depot may ask for a Change Order or discontinue the Services without further obligation to You. Home Depot may also ask for a change order in the event of errors or omissions in measurements or quantities used to determine the Contract Price. If You decline a Change Order request, You or Home Depot may terminate this Agreement.
6. **FORCE MAJEURE EVENTS:** You acknowledge that actual installation and performance dates may depend upon a variety of factors including weather, flood, fire, strikes or labor disturbances, acts of God, Your actions or inactions, governmental prohibition of importation or exportation, acts of civil or military authority, insurrection or riot, embargoes, inability to obtain means of transportation, accidents, or delays in transportation, inability to obtain necessary labor, materials, or manufacturing facilities, epidemic or pandemics, or other events beyond Home Depot’s or Service Provider’s control (“**Force Majeure Event(s)**”). If the occurrence of a Force Majeure Event(s) prevents Home Depot or Service Provider from performing their obligations under this Agreement, Home Depot may require a Change Order to change the Approximate Start or Finish Date. In no event will Home Depot or Service Provider be liable for any damage, consequential or otherwise, arising from a Force Majeure Event.
7. **TITLE AND RISK OF LOSS:** The title to and risk of loss for any materials or goods provided to You that originate from Home Depot will pass to You when paid in full by **(1)** You or **(2)** the Service Provider as part of the Services. Title to any other materials or goods provided by Service Provider will pass to You upon completion of the Services.
8. **DEBRIS:** Home Depot or Service Provider agrees to remove and transport away from Your home any replaced building materials, or waste materials generated by Home Depot or Service Provider in connection with the delivery of Products and performance of Services under this Agreement. Notwithstanding the foregoing, dust is typically created during a demolition or installation. While Service Provider will take reasonable precautions during the performance of the Services to limit dust, the spread of dust may necessitate professional cleaning at Your expense.
9. **WARRANTY LIMITATION ON WARRANTIES AND DAMAGES:** **(a) Warranty.** Unless otherwise stated in the Agreement, Home Depot warrants for 1 year from the completion date (the “**Warranty Period**”) that all Services will be performed with good workmanship and will conform to the requirements of the Agreement. During the Warranty Period and within a reasonable time after receiving notice from You of a warranty claim, Home Depot may, at its sole discretion: **(I)** correct or replace each Defect; **(II)** authorize the correction or replacement of each Defect; or **(III)** remove each Defect and refund all or a proportional amount of the Contract Price thereof to You; *provided, however*, that all warranties are voided if **(1)** anyone other than Home Depot or Service Provider performs work upon or otherwise modifies any materials or Services provided under this Agreement; or **(2)** You fail to pay Home Depot in full as provided in this Agreement. Any warrantable corrections, replacements, or repairs made in accordance with this Agreement will not extend the Warranty Period. **(b) Limitation on Warranties.** THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE STRICTLY LIMITED TO THE FOREGOING EXPRESS WARRANTIES CONTAINED IN THE WARRANTY SECTION OF THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT NO OTHER WARRANTIES ARE MADE OR GIVEN BY HOME DEPOT OR SERVICE PROVIDER INCLUDING ANY WARRANTY FOR FITNESS OF PURPOSE, WARRANTY OF MERCHANTABILITY, OR ANY OTHER ORAL, EXPRESS,



## The Home Depot General Terms & Conditions

OR IMPLIED WARRANTIES. HOME DEPOT'S EXPRESS WARRANTIES ARE VOIDED FOR ANY DEFECT CAUSED BY ABUSE, MISUSE, NEGLIGENCE, ACTS OF GOD, LACK OF PRESCRIBED OR STANDARD MAINTENANCE, OR IMPROPER CARE/CLEANING. ANY MANUFACTURER'S WARRANTIES PROVIDED FOR GOODS, MATERIALS, OR EQUIPMENT WILL BE PASSED THROUGH BY HOME DEPOT TO YOU, AND YOU AGREE TO LOOK SOLELY TO SUCH MANUFACTURER FOR REMEDY OF ANY DEFECT IN SUCH GOODS, MATERIALS, AND EQUIPMENT. HOME DEPOT MAY ASSIST YOU WITH WARRANTY CLAIMS AGAINST MANUFACTURERS. **(c) Limitation on Damages.** Home Depot will not be liable to YOU for indirect, incidental, special, punitive, or consequential damages RESULTING FROM PERFORMANCE OF THE SERVICES, including, BUT NOT LIMITED TO, damages for lost opportunities, loss of use, OR lost profits.

10. **TERMINATION:** This Agreement may be terminated by Home Depot for its convenience, and by either party for cause if the other party fails to either **(a)** propose a reasonable plan to correct, or **(b)** cause the correction of a material breach within fourteen (14) business days after receiving notice from the non-breaching party identifying the breach. In the event Home Depot terminates this Agreement because You fail to provide Safe Access to perform the Services or decline a Change Order request resulting from unforeseen, hazardous, or unsafe conditions or conditions that materially changes the Scope of Work, then You will pay Home Depot for Services provided through the date of termination plus any costs or expenses incurred by Home Depot or Service Provider as a result of the termination. If, after the Product has been ordered, You terminate the Agreement due to no fault of Home Depot, You agree to pay Home Depot the greater of **(x)** thirty-five percent (35%) of the Contract Price, or **(y)** the total cost of Products installed and labor expended.
11. **CHOICE OF LAW; SEVERABILITY:** This Agreement will be governed by and interpreted in accordance with the laws of the State where the Services are physically located. The parties intend for the terms and conditions in the Agreement to be complementary, consistent, and enforceable under applicable laws. In the event any term or condition in the Agreement violates applicable law, such term or condition will be severed from the Agreement, but only to the extent necessary to avoid such violation, without invalidating any other terms and conditions of the Agreement.
12. **ENTIRE AGREEMENT:** This Agreement is the final, integrated, and exclusive expression of the parties' understanding, which supersedes all prior offers, orders, understandings, representations, proposals, confirmations, and negotiations between the parties, whether oral or written. No course of dealing, usage of trade, course of performance, course of conduct, or any other evidence of additional or different terms will be admissible to contradict or vary any term in the Agreement.
13. **SECURITY INTERESTS; LIENS:** If You make all payments as required under this Agreement, no security interest will be placed against Your property by Home Depot. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested. After paying on any completed phase of the Services, You have the right to request from Home Depot or its Service Provider a signed, unconditional release from, or waiver of, any right to place any claim against Your property applicable to the Services. You may ask an attorney about Your rights to discharge security interests.
14. **RETURNS:** Custom ordered merchandise (i.e., custom made, uniquely altered, color matched, shaped, sized, or otherwise uniquely designed or fitted to the requirements of a particular space) is non-returnable, non-cancellable, and non-refundable unless Home Depot or Service Provider **(1)** incorrectly ordered the merchandise, or **(2)** damaged the merchandise beyond repair. Special or custom ordered merchandise may be returned, and a refund for all or part of the Contract Price provided, in the sole discretion of Home Depot. Please contact Home Depot for additional details concerning returns.



## The Home Depot General Terms & Conditions

15. **AGREEMENT/SERVICE ORDER COMMUNICATION PREFERENCES:** You can visit [www.homedepot.com](http://www.homedepot.com) > In-Store Special Orders at any time to access Your account for the following: **(1)** update Your communication preferences; **(2)** contact Home Depot for order assistance; **(3)** view latest order status; **(4)** schedule pickup for Your Service Orders; or **(5)** stop any text messaging or email communications. **(a) Text Message Communications.** You may receive multiple messages per order (including current and future orders) via automated technology to the mobile phone number You provided. The total number of messages received depends on the number of orders placed and order activity. Standard message and data rates apply. Not all carriers are covered. Text "STOP" to 97710 to stop receiving text messages (You will be sent a confirmation message) or call 1-877-467-2581 or 1-800-466-3337 for help. **(b) Electronic Voice Communications (Auto Call).** You may receive multiple pre-recorded phone calls per order (including current and future orders) via automated technology to the phone number You provided. The total number of calls received may depend on the number of orders placed and order activity. Press "9" during a call to opt out or call 800-HOME-DEPOT for help. **(c) Email Communications.** You may receive multiple emails per order (including current and future orders) via automated technology to the email address You provided. The total number of emails received depends on the number of orders placed and order activity.
16. **LEAD PAINT:** Homes built prior to 1978 may require additional testing to determine if lead paint is present, and additional precautions may be required if lead paint is present. You will be informed by Your Service Provider of any additional costs resulting from lead paint requirements prior to performing the Work. For additional information, visit [www.epa.gov/lead/renovation-repair-and-painting-program](http://www.epa.gov/lead/renovation-repair-and-painting-program).