

CALIFORNIA SUPPLEMENT

(Customer's Last Name/First Name)	(Store No.)	(Order No.)

(Salesperson's Name, if any)

The terms and conditions of this Supplement apply to all Home Depot (interchangeably referred to as "The Home Depot") Home Improvement Agreements in California 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 California Supplement, the terms of this Supplement shall control.

You are entitled to a completely filled in copy of this agreement, signed by both you and The Home Depot, before any work may be started.

Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826

Three-Day Right to Cancel

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at

the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract. **CANCELLATION NOTICES SHOULD BE SENT TO:** _____.

I acknowledge receipt of this notice from The Home Depot.

(Buyer's Signature)

(Date)

If this Agreement is for the repair or restoration of residential premises damaged by any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county:

Seven-Day Right to Cancel

You, the buyer, have the right to cancel this contract within seven business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the seventh business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract. **CANCELLATION NOTICES SHOULD BE SENT TO:** _____.

I acknowledge receipt of this notice from The Home Depot.

(Buyer's Signature)

(Date)

Right to Require Bond: Customer has the right to require the contractor to have a performance and payment bond.

Note: If the contractor is "Home Depot U.S.A., Inc.," The Home Depot has furnished the Contractors State License Board with evidence of a blanket performance and payment bond in favor of home improvement contract customers, and the transaction reflected in this Agreement is subject to this blanket performance and payment bond. At all times during the performance of work under this Agreement, The Home Depot will maintain in effect such bond, or a similar replacement bond, in an amount sufficient to cover the work to be performed under this Agreement.

A bond is is not provided by The Home Depot for the work performed under this Agreement.

(Customer's Signature)

(Contractor's Signature)

Contract Price: \$ _____

Finance Charge by Home Depot: \$ _____ * (Insert finance charge in dollars and cents - 0.00)

*Any interest payments or other finance charges will be determined by Customer's separate cardholder or loan agreement, to which The Home Depot is NOT a party, and will be in addition to Customer's payment under this Agreement. Customer is 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 Customer's payment(s) made payable to The Home Depot.

Description of the Project and Description of the Significant Materials To Be Used and Equipment To Be Installed:

Approximate Start Date: _____

Delivery of materials to be installed on the Project shall constitute substantial commencement of the Work.

Approximate Completion Date: _____

All dates are approximate and subject to change based on unforeseen events including inclement weather, and permitting delays.

Lien Waiver: If Customer makes all payments as required under this Agreement, Home Depot hereby waives its right to file a mechanics and/or materialmen's lien and will protect Customer's property from such lien filed by any person in connection with goods and/or services provided pursuant to this Agreement.

Commercial General Liability Insurance (CGL): The Home Depot carries Commercial General Liability Insurance written through Marsh USA Inc. You may call Marsh USA Inc. at 800-365-7335 to check The Home Depot's insurance coverage.

Workers' Compensation Insurance: The Home Depot carries workers' compensation insurance for all employees.

Note About Extra Work and Change Orders: Extra work and Change Orders become part of the contract once the Change Order is prepared in writing and signed by the parties prior to the commencement of any work covered by the Change Order. The Change Order must describe the scope of the extra work or change, the cost to be added or subtracted from the Agreement, and the effect the Change Order will have on the schedule of progress payments. Any changes to the installation, including but not limited to changes necessitated by undisclosed, unidentified or unforeseen conditions on the site, are subject to a Change Order signed by Customer and The Home Depot and any additional products or services included in such Change Order will be paid for in full before any such change is made. Neither The Home Depot nor Authorized Service Provider has any obligation to attempt to remediate any such conditions and may immediately discontinue the installation or ask for a Change Order. Customer may not require The Home Depot or Authorized Service Provide to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the Change Order. The Home Depot's failure to comply with the requirements of this paragraph will not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

List Of Documents To Be Incorporated Into The Contract: This "Agreement" consists of the Home Improvement Agreement, the Terms and Conditions, the California Supplement, any and all Invoices, the Notice of Cancellation form, and any documents, drawings or Change Orders referenced in any part of this Agreement.

STATE OF EMERGENCY NOTICE OF CANCELLATION

Notice of Cancellation

(Print/type date of transaction)

(Contract number)

You may CANCEL this transaction, without any Penalty or Obligation, within SEVEN (7) BUSINESS DAYS from the above date.

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 cancelled.

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 or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, TO

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

AT _____

(Print/type address for receipt of Cancellation Notice)

NOT LATER THAN MIDNIGHT OF

(Date – SEVEN (7) BUSINESS DAYS from the date of transaction)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's signature)

(Buyer's printed name)

STATE OF EMERGENCY NOTICE OF CANCELLATION (required duplicate)

Notice of Cancellation

(Print/type date of transaction)

(Contract number)

You may CANCEL this transaction, without any Penalty or Obligation, within SEVEN (7) BUSINESS DAYS from the above date.

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I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's signature)

(Buyer's printed name)

NOTE: The provisions of this page and the next page are required *only* when the contractor has indicated that it does *not* have a performance and payment bond.

Down Payment: \$ _____

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

Schedule of Progress Payments:

<u>Event (Work Performed or Materials Supplied)</u>	<u>Amount of Payment</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.**

MECHANICS LIEN WARNING:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

NOTICE OF CANCELLATION

(Print/type date of transaction)

(Contract number)

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

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 cancelled.

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 or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, TO

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

AT _____

(Print/type address for receipt of Cancellation Notice)

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)

(Print/type date of transaction)

(Contract number)

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

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AT _____

(Print/type address for receipt of Cancellation Notice)

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)