

ILLINOIS 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 Illinois 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 Illinois Supplement, the terms of this Supplement shall control.

NOTICE TO OWNER

This Agreement includes a provision which waives Your right to have such disputes decided in a trial by jury. You have the right to accept or reject this clause, however, if you choose to reject one or both of these clauses, Home Depot has the right to choose not to proceed with the Agreement without these clauses.

I accept reject the provision of this Agreement waiving my right to have disputes under this Agreement decided in a trial by jury.

(Owner's Signature)

NOTICE TO CUSTOMER

If Home Depot or Service Provider does not start or finish the installation, Home Depot must return Your down-payment (if any) within ten (10) days after You deliver a written notice (by Certified Mail) to Home Depot requesting reimbursement.

NOTICE TO CONSUMER

YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT

You are not allowed a three-day right to cancel in the following situations:

- **Emergencies** - If you have initiated the contact and you need the goods or services to meet an emergency, you are not entitled to a three day right to cancel. In such cases, Illinois law requires you, the consumer, to furnish the home repair contractor with a separate dated and signed personal statement in your own handwriting describing the emergency situation and expressly acknowledging and waiving your right to cancel within three business days.
- **Prior Contact by the Consumer** - You are not entitled to a three day right to cancel if you negotiate the terms of your home repair agreement during an earlier visit to

the retail business where the goods are displayed or the services are offered. This exception holds true even if you sign the final written agreement in your home. You also are not entitled to a three day right to cancel if you conduct and consummate the transaction entirely by mail or phone, without any other contact between you and the home repair contractor.

NOTICE TO OWNER

You may cancel this contract at any time before midnight on the earlier of the fifth business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy or the thirtieth business day after your insurer has received properly executed proof(s) of loss from you. See attached notice of cancellation for an explanation of this right.

Contract Number: _____

NOTICE OF CANCELLATION

If You are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, You may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to:

(Name of Contractor)

(Address of Contractor)

At any time prior to midnight on the earlier of the fifth (5th) business day after You have received such notice from Your insurer, or on the thirtieth (30th) business day after Your insurer has received properly executed proof(s) of loss from You. If you cancel, any payments made by You under the contract, other than goods or services related to a catastrophe which You agreed in writing to be necessary to prevent damage to Your property, will be returned to You within ten (10) business days following receipt by the contractor of Your cancellation notice.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Insured's Signature)

Contract Number: _____

NOTICE OF CANCELLATION (required duplicate)

If You are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, You may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to:

(Name of Contractor)

(Address of Contractor)

At any time prior to midnight on the earlier of the fifth (5th) business day after You have received such notice from Your insurer, or on the thirtieth (30th) business day after Your insurer has received properly executed proof(s) of loss from You. If you cancel, any payments made by You under the contract, other than goods or services related to a catastrophe which You agreed in writing to be necessary to prevent damage to Your property, will be returned to You within ten (10) business days following receipt by the contractor of Your cancellation notice.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Insured's Signature)

HOME REPAIR: KNOW YOUR CONSUMER RIGHTS

As you plan for your home repair/improvement project, it is important to ask the right questions in order to protect your investment. The tips in this fact sheet should allow you to protect yourself and minimize the possibility that a misunderstanding may occur.

AVOIDING HOME REPAIR FRAUD

Please use extreme caution when confronted with the following warning signs of a potential scam:

- (1) Door-to-door salespersons with no local connections who offer to do home repair work for substantially less than the market price.
- (2) Solicitations for repair work from a company that lists only a telephone number or a post-office box number to contact, particularly if it is an out-of-state company.
- (3) Contractors who fail to provide customers references when requested.
- (4) Persons offering to inspect your home for free. Do not admit anyone into your home unless he or she can present authentic identification establishing his or her business status. When in doubt, do not hesitate to call the worker's employer to verify his or her identity.
- (5) Contractors demanding cash payment for a job or who ask you to make a check payable to a person other than the owner or company name.
- (6) Offers from a contractor to drive you to the bank to withdraw funds to pay for the work.

CONTRACTS

- (1) Get all estimates in writing.
- (2) Do not be induced into signing a contract by high-pressure sales tactics.
- (3) Never sign a contract with blank spaces or one you do not fully understand. If you are taking out a loan to finance the work, do not sign the contract before your lender approves the loan.
- (4) Remember, you have 3 business days from the time you sign your contract to cancel any contract if the sale is made at your home. The contractor cannot deprive you of this right by initiating work, selling your contract to a lender, or any other tactic.
- (5) If the contractor does business under a name other than the contractor's real name, the business must either be incorporated or registered under the Assumed Business Name Act. Check with the Secretary of State to see if the business is incorporated or with the county clerk to see if the business has registered under the Assumed Business Name Act.
- (6) Homeowners should check with local and county units of government to determine if permits or inspections are required.
- (7) Determine whether the contractor will guarantee his or her work and products.
- (8) Determine whether the contractor has the proper insurance.
- (9) Do not sign a certificate of completion or make final payment until the work is done to your satisfaction.
- (10) Remember, homeowners should know who provides supplies and labor for any work performed on your home. Suppliers and subcontractors have a right to file a

lien against your property if the general contractor fails to pay them. To protect your property, request lien waivers from the general contractor.

BASIC TERMS TO BE INCLUDED IN A CONTRACT

- (1) Contractor's full name, address, and telephone number. Illinois law requires that persons selling home repair and improvement services provide their customers with notice of any change to their business name or address that comes about prior to the agreed dates for beginning or completing the work.
- (2) A description of the work to be performed.
- (3) Starting and estimated completion dates.
- (4) Total cost of work to be performed.
- (5) Schedule and method of payment, including down payment, subsequent payments, and final payment.
- (6) A provision stating the grounds for termination of the contract by either party. However, the homeowner must pay the contractor for work completed. If the contractor fails to commence or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made towards the work, upon written demand by certified mail.
- (7) A provision stating the grounds for termination of the contract if you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel the contract by mailing or delivering written notice to (name of contractor) at (address of contractor's place of business) at any time prior to the earlier of midnight on the fifth business day after you have received such notice from your insurer or the thirtieth business day after receipt of a properly executed proof of loss by the insurer from the insured. If you cancel, any payments made by you under the contract will be returned to you within 10 business days following receipt by the contractor of your cancellation notice. If, however, the contractor has provided any goods or services related to a catastrophe, acknowledged and agreed to by the insured homeowner in writing to be necessary to prevent damage to the premises, the contractor is entitled to the reasonable value of such goods and services.

Homeowners should obtain a copy of the signed contract and keep it in a safe place for reference as needed.

To file a complaint against a roofing contractor, contact the Illinois Department of Financial and Professional Regulation at 312-814-6910 or file a complaint directly on its website.

IF YOU THINK YOU HAVE BEEN DEFRAUDED OR YOU HAVE QUESTIONS

If you think you have been defrauded by a contractor or have any questions, please bring it to the attention of your State's Attorney or the Illinois Attorney General's Office.

Attorney General Toll-Free Numbers

Carbondale - - - - - (800) 243-0607
Springfield - - - - - (800) 243-0618
Chicago - - - - - (800) 386-5438

Consumer Rights Acknowledgement Form

HOMEOWNER Keep This Part & Pamphlet.

I, the homeowner, have received from the contractor a copy of the pamphlet titled "Home Repair: Know Your Consumer Rights."

_____ Signature (Homeowner)

(Date)

_____ Signature (Contractor / Representative)

(Date)

_____ Name of Contractor's Business

_____ Address of Contractor's Business

The Home Depot, 2455 Paces Ferry Road, NW, Bldg. B-3, Atlanta, Georgia 30339



Consumer Rights Acknowledgement Form

CONTRACTOR: Keep This Part Only.

I, the homeowner, have received from the contractor a copy of the pamphlet titled "Home Repair: Know Your Consumer Rights."

_____ Signature (Homeowner)

(Date)

_____ Signature (Contractor / Representative)

(Date)

_____ Name of Contractor's Business

_____ Address of Contractor's Business

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)