

**MASSACHUSETTS SUPPLEMENT**

**WARNING – DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES**

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(Customer's Last Name/First Name)

(Store No.)

(Order No.)

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(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 Massachusetts 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 Massachusetts Supplement, the terms of this Supplement shall control.

**NOTICE TO BUYER**

**You may cancel this Agreement if it has been signed by a party thereto at a place other than an address of the seller, which may be his main office or branch thereof, provided you notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this Agreement.**

**See the attached notice of cancellation form for an explanation of this right.**

**This right shall not apply to a transaction in which You initiated the transaction and the goods or services are needed to meet a bona fide immediate personal emergency and You furnish the seller with a separate dated and signed personal statement in the Your handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the sale within three business days.**

\_\_\_\_\_  
(Customer's signature)

**TAX IDENTIFICATION NUMBER FOR HOME DEPOT: \_\_\_\_\_**

**NO WAIVER OF RIGHTS:** Your rights under the Home Improvement Contract Laws (MGL Chapter 142A) and other consumer protection laws (i.e., MGL Chapter 93A) may not be waived in any way, even by this Agreement. However, You may be excluded from certain rights if the service provider You choose is not properly registered as prescribed by law.

**REQUIRED PERMITS:** Home Depot and/or its Service Provider is/are obligated to inform You of any and all permits necessary to complete the work contemplated by this Agreement, and it is the obligation of Home Depot and/or Service Provider to obtain said permits. If You secure their building permits, You are automatically excluded from any Guaranty Fund provisions of the Home Improvement Contractor Law.

**WARRANTIES:** Home Depot may guarantee or provide an express warranty for workmanship or materials. Any enumeration of these matters on which You and Home Depot lawfully agree may be added to the terms of this Agreement as long as they do not restrict Your basic consumer rights.

**REGISTRATION:** All contractors or subcontractors that will perform the work under this Agreement must be registered. If You want to verify the registration of Home Depot and/or Service Provider or if You have additional questions or need additional information specifically about the registration component of the Home Improvement Contract Law, contact the Director of Home Improvement Contractor Registration at: Bureau of Building Regulations and Standards, One Ashburton Place, Room 1301, Boston, MA 02108, (617) 727-3200.

**PAYMENTS:** Any deposit made prior to the commencement of the work must not exceed the greater of: (i) one-third of the total contract price or (ii) the purchase price of any materials or equipment of a special order or custom-made nature that must be ordered in advance. Though You may choose to pay the total contract price prior to completion of the work to be performed under this Agreement, Home Depot may not require that You do so.

**ACCELERATED PAYMENTS:** Home Depot may not demand payments in advance of the dates specified on the payment schedule in cases where You deem Yourself to be financially insecure. However, in instances where Home Depot deems itself to be financially insecure, Home Depot may require the balance of funds not yet due be placed in a joint escrow account as a prerequisite to continuing the contracted work. Withdrawal of funds from said account would require the signatures of both parties.

**ADDITIONAL INFORMATION:** If You have general questions or need additional information about the Home Improvement Contractor Law or other consumer rights, or if You wish to obtain a free copy of A Consumer Guide to Home Improvement Contractor Law, contact the Office of Consumer Affairs and Business Regulation, 10 Park Plaza, Suite 5170, Boston, MA 021166 (617) 973-8787. For assistance with informal mediation of disputes or to register formal complaints against a business, call: Consumer Complaint Division, Office of the Attorney General, (617) 727-8400.

Contract Number: \_\_\_\_\_

### Notice of Cancellation

\_\_\_\_\_  
(Print/type date of transaction)

**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)

Contract Number: \_\_\_\_\_

**Notice of Cancellation (required duplicate)**

\_\_\_\_\_  
(Print/type date of transaction)

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

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\_\_\_\_\_  
(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)