

## NEVADA 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 Nevada 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 Nevada Supplement, the terms of this Supplement shall control.

### **NOTICE TO BUYER**

**You, the buyer, 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 explanation of this right.**

**This right does not apply if You initiated the contact 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 Your handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the sale within 3 business days.**

\_\_\_\_\_  
(Buyer's signature)

### **MATERIALMENS' AND MECHANICS' LIENS** **NOTICE TO OWNER**

Pursuant to NRS 108.221 to 108.246, inclusive, a contractor, subcontractor, laborer, supplier of materials or other person or entity who:

- (1) Performs work or furnishes materials of the value of \$500.00 or more to improve the value of Your property; and
- (2) Is not paid for the work or materials,

has a right to place a lien on Your property on which the work was performed and to sue You in court to obtain payment.

This means that after a court hearing, Your property could be sold by an officer of the court and the proceeds of the sale used to satisfy the amount You owe. If You did not ask for and receive releases of liens from the contractors' subcontractors, laborers or suppliers of materials, a lien may be placed on Your property or You may be sued even if You have paid Your contractor in full.

To preserve their right to file a claim or lien against Your property, certain claimants, such as subcontractors, laborers and suppliers of materials, are each required to provide You with a document called a "preliminary or pre-lien notice." A preliminary or pre-lien notice is not a lien against Your property. Its purpose is to notify You regarding persons or entities who may have a right to file a lien or claim against Your property if they are not paid. To perfect their lien rights, contractors, subcontractors, laborers and suppliers of materials must file mechanics' liens with the county recorder, which then become recorded liens against Your property. Generally, the maximum time allowed for filing a mechanics' lien against Your property is 90 days after substantial completion of Your project.

TO ENSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Request that Your contractor supply You with a payment and performance bond, which guarantees completion of Your project and payment of the subcontractors, laborers and suppliers of materials who work on the project. This payment and performance bond is different from the surety bond that a contractor must file for licensure pursuant to NRS 624.270. A payment and performance bond provides that if the contractor does not complete the project, the bonding company will pay damages up to the amount of the bond. This payment and performance bond, as well as a copy of the construction contract, should be filed with the county recorder for Your further protection. There is a fee for a payment and performance bond. This fee is usually equal to between 1 and 6 percent of the amount of the contract, depending on the ability of the contractor to be bonded.

(2) Require that payments be made directly to subcontractors, laborers and suppliers of materials through a mechanism that controls payment for construction. In the area in which You live, services to control the funding of Your project may be available, for a fee, to control payment of Your contractor by the use of vouchers or other means. These services may also provide You with waivers of liens and other forms of protection.

(3) Issue joint checks for payment, made payable to both Your contractor and the subcontractors, laborers and suppliers of materials who were involved in the project or portion of the project for which payment is due and who sent a preliminary or pre-lien notice to You. Those persons or entities have indicated that they may have the right to place a lien on Your property, and therefore You need to protect Yourself. Making checks jointly payable will help to ensure that all persons due payment are actually paid.

(4) Require Your contractor to provide You with unconditional "waiver and release" (lien release) forms so that when You make a payment on any completed phase of Your project, each subcontractor, laborer and supplier of materials involved in that portion of the work for which the payment was made can sign the waiver and release forms. This protects You from liability to them for work for which they have already been paid.

Some stationery stores sell waiver and release forms if Your contractor does not have them. The subcontractors, laborers and suppliers of materials from whom You obtain releases should be those persons or entities who have filed preliminary or pre-lien notices with You. If You are not certain which subcontractors, laborers and suppliers of materials are working on Your project, You may obtain a list from Your contractor. In regard to projects involving improvements to a single-family residence or a duplex owned by an individual, the persons signing these releases lose their right to file a mechanics' lien against Your property. In regard to other types of projects, obtaining such releases may still be important, but may not provide complete protection.

To protect Yourself by use of a waiver and release form, You must be certain that all subcontractors, laborers and suppliers of materials who work on Your project sign a waiver and release form. If a mechanics' lien has already been filed against Your property, in most cases the lien can only be released voluntarily by a recorded "release of mechanics' lien," which is signed by the person or entity that filed the mechanics' lien against Your property. However, if the person or entity that filed the lien fails to bring an action to enforce the lien in a timely manner, the lien may be removed without voluntary action on the part of that person or entity. You should not make final payment on Your project until all mechanics' liens that are filed against Your property have been removed.

TO PROTECT YOURSELF FULLY, YOU SHOULD CONSULT AN ATTORNEY:

- (1) BEFORE YOU SIGN A CONSTRUCTION CONTRACT, OR
- (2) IF A LIEN IS FILED AGAINST YOUR PROPERTY.

Information Regarding Contractors: Contractors are required by law to be licensed and regulated by the State Contractors' Board. The State Contractors' Board has jurisdiction to investigate complaints that are filed against contractors. Any questions concerning a contractor may be referred to the State Contractors' Board at:

State Contractors' Board  
9670 Gateway Drive, Suite 100  
Reno, Nevada 89521  
Telephone number: (775) 688-1141

State Contractors' Board  
2310 Corporate Circle, Suite 200  
Henderson, Nevada 89074  
Telephone number: (702) 486-1100

The law of this State requires that a person or entity who enters into a contract to perform construction work be properly licensed by the State Contractors' Board for the category of work that the person or entity intends to perform. Laws regulating licensed contractors are designed to protect the public. If You contract with a person or entity who is not licensed to perform construction work, Your remedies against that person or entity may be limited to a suit in civil court. You may be liable for damages arising out of any injuries to an unlicensed contractor or that contractor's employees, as well as withholding taxes, contributions pursuant to the Federal Insurance Contribution Act and contributions for industrial insurance and unemployment compensation. In addition, You must comply with other applicable state and federal laws regarding employment. Finally, You should be aware that construction performed on Your property must comply with all applicable laws, ordinances, building codes and regulations.

A contractor is required to include his license number on all of his advertising, vehicles, bids and contracts. You may contact the State Contractors' Board to find out if a contractor has a valid license and, if so, the status of that license. The Board has complete information on the status of all licensed contractors in the State of Nevada. This information is available through the "voice response system" of the State Contractors' Board. However, if You wish to obtain specific information about complaints that have been filed against a contractor, such information must be requested from the Board in writing.

#### RESIDENTIAL CONSTRUCTION RECOVERY FUND

Payment may be available from the Recovery Fund if you are damaged financially by a project performed on your residence pursuant to contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this State. To obtain information relating to the Recovery Fund and filing a claim for recovery from the Recovery Fund, you may contact the State Contractors' Board at the following locations:

State Contractors' Board  
9670 Gateway Drive, Suite 100  
Reno, Nevada 89521  
Telephone number: (775) 688-1141

State Contractors' Board  
2310 Corporate Circle, Suite 200  
Henderson, Nevada 89074  
Telephone number: (702) 486-1100

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

\_\_\_\_\_  
\_\_\_\_\_

**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)