

Tennessee Supplement

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

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

License number(s) held by or on behalf of The Home Depot: TN #00047781 (Home Depot U.S.A., Inc.);

License numbers may be subject to change in accordance with local or state government processes. For the most current listing of license numbers held by or on behalf of The Home Depot please visit: www.homedepot.com/licensenumbers.

NOTICE TO CUSTOMER REGARDING LICENSURE

(T.C.A. § 62-6-508(a)(6))

All home improvement contractors must be licensed by the Tennessee Home Improvement Commission. Inquiries about a home improvement contractor should be directed to the Tennessee Home Improvement Commission, 500 James Robertson Parkway, Suite 110, Nashville, TN 37243-1140, phone (615) 741-5630.

NOTICE TO CUSTOMER REGARDING PERFORMANCE AND PAYMENT BOND; PAYMENTS

(T.C.A. § 62-6-510)

Tennessee law bars receipt at or before the time of execution of the contract of a deposit of more than $\frac{1}{3}$ (one-third) of the contract price, unless the contract permits the home improvement contractor to furnish a performance and payment bond, lien and completion bond or bond equivalent covering full performance and completion of the home improvement contract and the bond is furnished by the home improvement contractor. The value of the bond/bond equivalent cannot be less than 1% of the net sales of the home improvement contractor's home improvement business in connection with home improvement work.

Note: The Home Depot has filed a Home Improvement Contractor's Surety Bond (Bond No. 11S103829197) with the State of Tennessee, Home Improvement Commission. The Surety is Travelers Casualty and Surety Company of America, 4400 North Point Parkway, Alpharetta, Georgia 30022.

You may choose to make final payment to The Home Depot for the project prior to completion for Your convenience, after The Home Depot informs You in writing that You have the right to withhold final payment up to 100% prior to completion of the project. You and The Home Depot agree on a schedule of payments to be made before, during, and following the project's completion.

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NOTICE TO CUSTOMER REGARDING MECHANIC'S LIENS

(T.C.A. § 66-11-203)

Delivered on _____ (Date) by the Home Depot.

The Home Depot hereby gives notice to the owner of the property to be improved, that The Home Depot is about to begin improving the property according to the terms and conditions of the contract and that under the provisions of the state law (§§ 66-11-101--66-11-141):

(1) There shall be a lien upon the real property and building for the improvements made in favor of the contractor, mechanic, laborer, founder or machinist, who does the work, or furnishes the materials for such improvements for a duration of one (1) year after the work is finished or materials furnished;

(2) Except as modified by § 66-11-146, every person contracted with or employed to work on the buildings or to furnish materials for the same with the above-named contractor shall have a lien on the property for that person's work or material; provided, that such person notify the owner in writing within ninety (90) days after the completion of the improvement, which lien will continue for ninety (90) days after such notice;

(3) Except as modified by § 66-11-146, these liens can be enforced even though the contractor has been paid in full if the contractor has not paid the persons who furnished the labor or materials for the improvement.

(Contractor Signature)

BUYER'S RIGHT TO CANCEL

(T.C.A. § 47-18-704(b))

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before twelve o'clock midnight (12:00) of the third business day after you sign this agreement. The notice must be mailed to:

(Seller Address Line 1)

(Seller Address Line 2)

(Seller Address Line 3)

(Buyer's Signature)

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

NOTICE TO CUSTOMER REGARDING RESIDENTIAL ROOFING CONTRACTS

(T.C.A. § 62-6-603)

This notice applies if the Agreement between You and the Home Depot is for residential roofing services:

You may cancel this contract at any time before midnight on the third 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 your insurance policy. This right to cancel is in addition to any other rights of cancellation which may be found in state or federal law or regulation. See the attached notice of cancellation form for an explanation of this right.

_____	_____	_____
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**NOTICE OF CANCELLATION FOR
RESIDENTIAL ROOFING SERVICES CONTRACT**

(T.C.A. § 62-6-603)

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

(Name of residential roofing services provider)

at

(Business mailing address)

or

(If available, fax no. or email address of residential roofing services provider)

at any time prior to midnight on the third business day after you have received such notice from your insurer.

If you cancel, any payments made by you under the contract, except those for emergency repairs already performed by the residential roofing services provider, will be returned to you within ten (10) business days following receipt by the residential roofing services provider of your cancellation notice.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

SWORN AFFIDAVIT UPON PROJECT COMPLETION

(T.C.A. § 66-11-205)

STATE OF TENNESSEE

COUNTY OF _____

On this _____ day of _____, 20_____, before me personally appeared _____ an officer of the Home Depot, contractor, to me personally known, who being duly sworn by oath, did say that all of the persons, firms and corporations, including general contractors and all subcontractors, who have furnished services, labor or materials according to the plans or specifications, or extra items used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full or will be paid in full no later than ten (10) days from the date a bill is rendered for such services, labor or materials and that such work has been fully completed and accepted by the owner, and further that such owner has paid the contract price in full, the receipt of which is hereby acknowledged. Affiant further says that no claims have been made to affiant by, nor is any suit pending on behalf of any contractors, subcontractors, laborers or materialmen, and further that no chattel mortgages or conditional bills of sale have been given or are now outstanding as to any materials, appliances, fixtures or furnishings placed upon or installed in the aforementioned premises. Affiant as a party does for a valuable consideration hereby agree and guarantee to hold the owner of the real estate, the owner's successors, heirs and assigns, harmless against any lien, claim or suit by any general contractor, subcontractor, mechanic or materialman and against chattel mortgages or conditional bills of sale in conjunction with the construction of such buildings or improvements on such real estate.

The real estate and improvements referred to herein are situated in the County of _____, State of Tennessee, and are described as follows:

_____ (Street address).

(Contractor)

SWORN to and subscribed before
me on the date above first written.

(Notary Public)

My Commission Expires: