

**HOME IMPROVEMENT CONTRACT**  
PLEASE READ THIS

Branch Name: Boston North & South Date: 9/16/15

Branch Number: 31 and 33

Sold, Furnished and Installed by:  
THD At-Home Services, Inc.  
d/b/a The Home Depot At-Home Services  
908 Boston Turnpike, Unit 1, Shrewsbury, MA 01545  
Toll Free 877-903-3768  
Federal ID # 75-2698460; ME Lic # C 02439; RI Cont. Lic# 16427  
CT Lic # HIC.0565522; MA Home Improvement Contractor Reg. # 126893

Installation Address: 200 BRACKET ST PORTLAND ME 04102  
City State Zip

Purchaser(s):	Work Phone:	Home Phone:	Cell Phone:
<u>Lowell Jeffers</u>	[ ]	<u>(207) 775-0842</u>	[ ]
[ ]	[ ]	[ ]	[ ]

Home Address: \_\_\_\_\_  
(If different from Installation Address) City State Zip

E-mail Address (to receive project communications and Home Depot updates): \_\_\_\_\_  
 I DO NOT wish to receive any marketing emails from The Home Depot

**Project Information:** Undersigned ("Customer"), the owners of the property located at the above installation address, agrees to buy, and THD At-Home Services, Inc. ("The Home Depot") agrees to furnish, deliver and arrange for the installation ("Installation") of all materials described on the below and on the referenced Spec Sheet(s), all of which are incorporated into this Contract by this reference, along with any applicable State Supplement and Payment Summary attached hereto and any Change Orders (collectively, "Contract"):

Job #: (Internal Reference)	Products:	Spec Sheet(s) #:	Project Amount
<u>8549383</u>	<input type="checkbox"/> Roofing <input type="checkbox"/> Siding <input checked="" type="checkbox"/> Windows <input type="checkbox"/> Insulation <input type="checkbox"/> Gutters / Covers <input type="checkbox"/> Entry Doors <input type="checkbox"/>	<u>813946</u>	\$ <u>4121</u>
	<input type="checkbox"/> Roofing <input type="checkbox"/> Siding <input type="checkbox"/> Windows <input type="checkbox"/> Insulation <input type="checkbox"/> Gutters / Covers <input type="checkbox"/> Entry Doors <input type="checkbox"/>		\$
	<input type="checkbox"/> Roofing <input type="checkbox"/> Siding <input type="checkbox"/> Windows <input type="checkbox"/> Insulation <input type="checkbox"/> Gutters / Covers <input type="checkbox"/> Entry Doors <input type="checkbox"/>		\$
	<input type="checkbox"/> Roofing <input type="checkbox"/> Siding <input type="checkbox"/> Windows <input type="checkbox"/> Insulation <input type="checkbox"/> Gutters / Covers <input type="checkbox"/> Entry Doors <input type="checkbox"/>		\$
Minimum 25% Deposit of Contract Amount due upon execution of this contract. Maine Purchasers may not deposit more than one-third of the Contract Amount.		<b>Total Contract Amount</b>	\$ <u>4121</u>

Customer agrees that, immediately upon completion of the work for each Product, Customer will execute a Completion Certificate (one for each Product as defined by an individual Spec Sheet) and pay any balance due. As applicable, each Customer under this Contract agrees to be jointly and severally obligated and liable hereunder.

The Home Depot reserves the right to issue a Change Order or terminate this Contract or any individual Product(s) included herein, at its discretion, if The Home Depot or its authorized service provider determines that it cannot perform its obligations due to a structural problem with the home, environmental hazards such as mold, asbestos or lead paint, other safety concerns, pricing errors or because work required to complete the job was not included in the Contract.

**Payment Summary:** The Payment Summary # \_\_\_\_\_, included as part of this Contract, sets forth the total Contract amount and payments required for the deposits and final payments by Product (as applicable).

**NOTICE TO CUSTOMER**

You are entitled to a completely filled-in copy of the Contract at the time you sign. Do not sign a Completion Certificate (note: there is one Completion Certificate for each listed Product as defined by individual Spec Sheets) before work on that Product is complete.

In the event of termination of this Contract, Customer agrees to pay The Home Depot the costs of materials, labor, expenses and services provided by The Home Depot or Authorized Service Provider through the date of termination, plus any other amounts set forth in this Agreement or allowed under applicable law. **THE HOME DEPOT MAY WITHHOLD AMOUNTS OWED TO THE HOME DEPOT FROM THE DEPOSIT PAYMENT OR OTHER PAYMENTS MADE, WITHOUT LIMITING THE HOME DEPOT'S OTHER REMEDIES FOR RECOVERY OF SUCH AMOUNTS.**

**Acceptance and Authorization:** Customer agrees and understands that this Agreement is the entire agreement between Customer and The Home Depot with regard to the Products and Installation services and supersedes all prior discussions and agreements, either oral or written, relating to said Products and Installation. This Agreement cannot be assigned or amended except by a writing signed by Customer and The Home Depot. Customer acknowledges and agrees that Customer has read, understands, voluntarily accepts the terms of and has received a copy of this Agreement.

Accepted by:  
Lowell M. Jeffers 9/16/15  
Customer's Signature Date  
X \_\_\_\_\_  
Customer's Signature Date

Submitted by:  
X Joe Mitchell 9/16/15  
Sales Consultant's Signature Date  
Telephone No. 207 468 2804  
Sales Consultant License No. SM2638  
(as applicable)

**CANCELLATION:** CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO THE HOME DEPOT BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. THE STATE SUPPLEMENT ATTACHED HERETO CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN CUSTOMER'S STATE.

NOTICE: ADDITIONAL TERMS AND CONDITIONS ARE STATED ON THE REVERSE SIDE AND ARE PART OF THIS CONTRACT

### CONTRACT AMENDMENT / CHANGE ORDER

(Do Not Use for Windows)

BRANCH: Boston

ORIGINAL SPEC SHEET #: 81 3946

The undersigned agree to amend the Home Improvement Contract dated 9/16/15 (the "Original Contract") between Home Depot and the Purchaser Lowell Jeffers relating to Job # 8549383 and hereby authorize the changes specified below.

**CHANGES TO SPECIFICATIONS**

List any additions, revisions or deletions using descriptions from the Pricing Worksheet, and specify QUANTITY.

Remain in job # 495 with 1 Hr Labor

	\$ Increase / (Decrease)
	<u>1552</u>
<b>Net Increase (Decrease) in Contract Amount:</b>	<u>1552</u>

The Contract Amount shall be amended as follows:

Original Contract (Product) Amount <sup>1</sup>	\$ <u>4121</u>
Less: Decrease (Decrease)	\$ <u>1552</u>
Plus: Sales Tax <sup>2</sup>	
Amended Contract (Product) Amount	\$ <u>2569</u>
Less: Original Deposit	\$ <u>1031</u>
Balance Due on Completion	\$ <u>1538</u>

SUBMITTED BY: Joe Michell

Sales Consultant

Date

11/11/15

ACCEPTED BY: Lowell Jeffers

Purchaser

Date

11/11/15

Will the installation be delayed?  Yes  No

DETAILS / COMMENTS:

APPROVED BY:

BSM

Date

Div. Mgr.

Date

**CHARGE BACK INFORMATION (if applicable)**

CHARGE TO	AMOUNT	REASON

<sup>1</sup> If the Contract was previously amended, use the amended Contract Amount (not the original Contract Amount).  
<sup>2</sup> If required by state or local regulations.