



Home Depot Contractor License Numbers:

San Antonio #H-925260

Salesperson Name and Registration Number:

James Montemayor : R-I-128533-13-00085

Home Improvement Agreement

Home Depot U.S.A., Inc. ("Home Depot") or Service Provider named below will furnish, install and/or service the equipment listed below at the price, terms and conditions as outlined on this form.

Customer Information:

James Jeanes	Houston	10160071
First Name	Last Name	Branch Name
2614 Port Carissa Dr, Friendswood,	FRIENDSWOOD	TX
Customer Address	City	State
(325) 280-9785		77546
Home Phone#	Work Phone#	Cell Phone#
james.jeanes@yahoo.com		
Customer E-mail Address		

NOTICE OF RIGHT TO CANCEL: YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO HOME DEPOT AT:

9777 W. Gulf Bank Rd. Suite 15A	Houston	TX	77040
Address	City	State	Zip
or Email <u>CustomerCancellationSouth@homedepot.com</u>			

BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING, UNLESS THE STATE SUPPLEMENT PROVIDES A different CANCELLATION PERIOD. THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE. YOUR PAYMENT(S) WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS AFTER HOME DEPOT'S RECEIPT OF YOUR NOTICE. YOU MUST MAKE AVAILABLE FOR PICKUP BY HOME DEPOT OR PROFESSIONAL, AT YOUR SERVICE ADDRESS, AND IN SUBSTANTIALLY THE SAME CONDITION AS WHEN DELIVERED, ANY MERCHANDISE OR MATERIALS DELIVERED TO YOU. OR YOU MAY CONTACT HOME DEPOT FOR INSTRUCTIONS REGARDING RETURN SHIPMENT AT HOME DEPOT'S EXPENSE.

THE LAW REQUIRES THAT THE CONTRACTOR GIVE YOU A NOTICE EXPLAINING YOUR RIGHT TO CANCEL. PLEASE SIGN BELOW TO ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN ORAL AND WRITTEN NOTICE OF YOUR RIGHT TO CANCEL.

Acknowledged by:

X 
Customer's Signature

07/06/2017
Date

Contract Price and Payment Schedule: Payment of the Contract Price is due upon completion unless a different payment schedule is specified in the State Supplement.

Contract Price	\$ <u>11156.00</u>	Includes all applicable discounts, rebates, and , taxes. Excludes finance charges.*
Minimum <u>100</u> % deposit	\$ <u>11156.00</u>	Due Immediately
Remaining balance	\$ <u>0.00</u>	Due upon completion

Finance Charges

*Any interest payments or other finance charges will be determined by Customer's separate cardholder or loan agreement, to which The Home Depot is NOT a party, and will be in addition to Customer's payment under this Agreement. Customer is subject to the terms and conditions of the cardholder or loan agreement, as applicable. No funds should be made payable to Service Provider; however, Service Provider may collect Customer's payment(s) made payable to The Home Depot.

Insurance proceeds will will not be used to pay some or all of the total amount of sale.

Description of Work to be Performed:

Installation of Roofing

A more detailed description of the work to be performed is included in the section entitled Scope of Work which appears on page 3 of this Agreement.

Anticipated Delivery Date / Installation Schedule

Approximate Start Date: 08/31/2017

Approximate Finish Date: 09/28/2017

All dates are approximate and subject to change based on unforeseen events including inclement weather, permitting delays, and delays in confirming insurance coverage of Your claim for any repair, if applicable.

Electronic Records Authorization: You are entitled to a paper copy of this Agreement if you choose. If you consent to an e-mailed copy, your consent applies to this Agreement and all subsequent documents and written communications related to this agreement. By contacting your Service Provider, you may update your email address, withdraw your consent, or obtain a paper copy of the Agreement or related documents at no charge. By providing your consent and verifying your email address above, you confirm that you have access to a computer that can receive and open emails and PDF documents.

By initialing this paragraph, I consent to receive only electronic records related to this transaction.

Initial

Acceptance and Authorization: By signing below, you authorize Home Depot to (a) arrange for Service Provider to perform Installation and/or (b) order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. Do not sign if blank or incomplete. (Service Provider's/permitting information may need to be provided to You later.) By signing, you acknowledge that you have read, understand, and accept this Agreement in its entirety, including the General Terms and Conditions and State Supplement, if any. You further acknowledge receiving a complete copy of this Agreement. Keep it to protect your legal rights.

X 
Customer's Signature

Date

X
Co-Signer (if applicable)

Date

X 
Sales Consultant's Signature

Date

License number(s) held by or on behalf of the Home Depot:

License numbers are 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/licensesnumbers.

Scope of Work

Job #: (Internal Reference)	Products:	Spec Sheet(s) #:	Project Amount
10160071	<input checked="" 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="text"/>	10160071	\$ 11156.00
	<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="text"/>		\$
	<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="text"/>		\$
	<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="text"/>		\$
		SubTotal	\$ 11156.00
		Sales Tax	\$ 0.00
		Total Contract Amount	\$ 11156.00

Warranty:

The warranty on the work identified above is listed in the General Terms and Conditions, or if applicable, specified in the following documents:

Warranty
Name(s):

THE HOME DEPOT
GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** “You”/“Your” means the customer identified in the Agreement. “Home Depot” means solely that legal entity identified in the Agreement as the Contractor, and none of its affiliates, subsidiaries, parents, agents, representatives, employees, officers, managers or directors. “Service Provider” means an independent contractor authorized by Home Depot, and the Service Provider’s employees, agents, subcontractors, and any others for whom the Service Provider is responsible. “Home” means the real property, fixtures and any physical improvements where the Services are performed. “Agreement” means the Home Improvement Agreement between You and Home Depot, plus (1) any Change Orders; (2) the State Supplement, if any; (3) these General Terms and Conditions (“General Conditions”) and any documents referenced in or attached to any of the foregoing.
2. **SCOPE:** The Agreement is for (1) the delivery and furnishing of goods, equipment, materials, and hardware and (2) any related labor and services, including without limitation, construction, consultation, fabrication, erection, installation, inspection, maintenance, repair, and testing (collectively, “Services”), as more particularly described in the Agreement. Home Depot may perform Services directly or may arrange for Services to be performed by an Service Provider. Notwithstanding any language to the contrary in any other portion, provision, or term of this Agreement, Home Depot does not provide, authorize, or arrange for architectural, engineering or other licensed design services, nor does Home Depot provide, authorize or arrange for structural changes to Your Home.
3. **HOME DEPOT’S RESPONSIBILITIES:** Home Depot or Service Provider will complete the Services in a workmanlike manner and in accordance with applicable law without causing damage to Your Home, provided, however, that Home Depot or Service Provider will not start or continue with any Services upon discovery of any condition at Your Home that Home Depot or Service Provider deems in its sole discretion to be hazardous or unsafe. Unless specifically contracted to do so, neither Home Depot nor Service Provider is obligated to repair such pre-existing hazardous or unsafe conditions at Your Home.
4. **ASSIGNMENT/SUBCONTRACTING:** Home Depot and Service Provider may assign this Agreement, or any right herein, or any monies due or to become due hereunder, and may delegate or subcontract any obligations or Services hereunder without Your consent. This Agreement shall not be assigned by You without first receiving Home Depot’s written consent, which may be denied in Home Depot’s sole discretion.
5. **YOUR RESPONSIBILITIES**
 - a. **Payment:** You agree to pay Home Depot in full for the Services pursuant to the terms of this Agreement.
 - b. **Safe Access:** You agree to provide Home Depot and Service Provider safe and complete access (“Safe Access”) to Your Home, including any means of egress or ingress, and access to any property, buildings, or structures necessary for the staging, temporary storing and performance of the Services (“Work Area”). Safe Access includes, without limitation, the following: (1) obtaining in advance of the Services consent, permission, or relief from any covenants, easements, restrictions, or other legal encumbrances affecting the Work Area; (2) providing the location of utilities, whether underground, concealed, overhead or visible, to Home Depot or Service Provider; (3) removing from the Work Area physical impediments, hazards, and building code or zoning violations that affect directly or indirectly the Work Area; (4) removing unsafe working conditions and hazardous materials, including environmental hazards, from the Work Area; (5) providing sanitary facilities to Home Depot or Service Provider convenient to the Work Area (or, alternatively, paying for the rental costs of such facilities); (6) providing all utilities, including without limitation, power, water, ventilation and climate control, in and for the Work Area; (7) removing from and protecting against minors, pets, guests and visitors in the Work Area; (8) keeping permits, if required, visible at all times; (9) disengaging, suspending or terminating any security systems protecting the Work Area;

- (10) providing adequate temporary storage space as needed for Home Depot's or Service Provider's performance of the Services; and (11) not interfering, impeding, impacting or otherwise disrupting the Work Area at any time during Home Depot's or Service Provider's performance of the Services.
- c. Services are to be performed by Home Depot or Service Provider. If You attempt to perform or assist with the Services in any way, You assume all risk for property damage and for injury to Yourself and others.
6. **MODIFICATIONS AND CHANGE ORDERS:** Without invalidating this Agreement, You may authorize Home Depot or Service Provider to perform Services beyond the scope of the Agreement ("Change Work"). A Change Order shall be issued by Home Depot or Service Provider on behalf of Home Depot, which You may accept by signing. Upon Your signing of the Change Order, it shall become part of this Agreement, subject to all of the terms of the Agreement. Change Work may also result from Home Depot or Service Provider encountering conditions at the Work Area that impact, impede or otherwise interfere with the performance of the Services, requiring an increase in cost, time, or both. Following the discovery of any conditions that impact, impede or otherwise interfere with the performance of the Services (including, without limitation, the following: previously undisclosed or unidentified legal encumbrances in the Work Area, building and zoning code violations, concealed and unforeseen physical and hazardous conditions, the presence of underground or overhead utility lines, rocks, roots, buried debris, mold, asbestos, lead paint, or any condition differing from what You represented), Home Depot may immediately ask for a Change Order or discontinue the Services without further obligation to You. If You decline a Change Order request, You or Home Depot may terminate this Agreement as set forth below.
7. **CREDIT CARD TRANSACTIONS:** If payment is made by credit card, Your cardholder agreement, to which Home Depot is NOT a party, will determine the total cost of Your purchase, including any initial payment/deposit You may make and all interest charges and fees. You will be further subject to Your cardholder agreement's terms and conditions.
8. **FINANCED TRANSACTIONS:** If You are financing this transaction in whole or in part, Your separate loan agreement, to which Home Depot is NOT a party, will determine: (i) the amount financed or the sum of the credit extended; (ii) the associated finance charges – or the dollar amount the loan will cost You; and (iii) the total payment – or the amount paid upon making all scheduled payments. You will be further subject to Your loan agreement's terms and conditions.
9. **TITLE AND RISK OF LOSS:** The title to and risk of loss for any materials or goods provided to You that originate from Home Depot (1) shall pass to You when paid for in full by You or (2) shall pass to You when paid for in full by the Service Provider as part of the Services. Title to any other materials or goods provided by Service Provider shall pass to You upon completion of the Services.
10. **WARRANTY AND LIMITATION ON WARRANTIES:**
- a. **Warranty:** Unless otherwise stated in the Warranty section of the Agreement or in the State Supplement, Home Depot warrants for one year from their completion date that all Services shall be performed with good workmanship and shall conform to the requirements of the Agreement. A "Defect" shall be any Services that are found not to be as warranted. During the warranty period and within a reasonable time after receiving notice from You of a warranty claim, Home Depot may, at its sole option (a) correct or replace each Defect, or (b) remove each Defect and refund the full purchase price thereof to You. Provided, however, that all warranties are voided if anyone other than Home Depot or Service Provider performs work upon or otherwise modifies any materials or Services provided under this Agreement.
- b. **Limitation on Warranties:** THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE STRICTLY LIMITED TO THE FOREGOING EXPRESS WARRANTIES CONTAINED IN SUBPARAGRAPH A, IN THE WARRANTY SECTION OF THE AGREEMENT, IF ANY, OR IN THE STATE SUPPLEMENT, IF ANY. YOU ACKNOWLEDGE AND AGREE THAT NO OTHER WARRANTIES ARE MADE OR GIVEN BY HOME DEPOT OR SERVICE PROVIDER, INCLUDING ANY WARRANTY FOR FITNESS OF PURPOSE, WARRANTY OF MERCHANTABILITY, OR ANY OTHER ORAL, EXPRESS OR IMPLIED WARRANTIES. HOME DEPOT'S EXPRESS

WARRANTIES ARE VOIDED FOR ANY DEFECT CAUSED BY ABUSE, MISUSE, NEGLIGENCE, LACK OF PRESCRIBED OR STANDARD MAINTENANCE, OR IMPROPER CARE/CLEANING. ANY MANUFACTURER'S WARRANTIES PROVIDED FOR GOODS, MATERIALS, OR EQUIPMENT WILL BE PASSED THROUGH BY HOME DEPOT TO YOU, AND YOU AGREE TO LOOK SOLELY TO SUCH MANUFACTURER FOR REMEDY OF ANY DEFECT IN SUCH GOODS, MATERIALS, AND EQUIPMENT. HOME DEPOT MAY ASSIST YOU WITH WARRANTY CLAIMS AGAINST MANUFACTURERS.

11. **RIGHT OF CANCELLATION:** YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY BY DELIVERING WRITTEN NOTICE TO HOME DEPOT BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THE AGREEMENT. THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE. Your payment(s) will be returned within ten (10) business days after Home Depot's receipt of Your notice. You must make available for pickup by Home Depot or Service Provider, at Your Home and in substantially the same condition as when delivered, any materials, goods, or equipment delivered to You. Alternatively, You may contact Home Depot for instructions regarding return shipment at Home Depot's expense.
12. **TERMINATION:** This Agreement may be terminated by Home Depot for its convenience, and by either party for cause if the other party fails to correct a material breach within ten (10) days after receiving notice from the non-breaching party identifying the breach. In the event Home Depot terminates this Agreement because You fail to provide Home Depot or Service Provider Safe Access to perform the Services, or if either party terminates the Agreement because You decline a Change Order request resulting from unforeseen or hazardous conditions, then You shall pay Home Depot for Services provided through the date of termination plus any costs or expenses incurred by Home Depot or Service Provider as a result of the termination.
13. **PAYMENT:** You will not pay anything to Service Provider, although Service Provider may present this Agreement to You for Your review and signature and/or collect Your payment(s) to Home Depot on Home Depot's behalf.
14. **CLAIMS, DISPUTE RESOLUTION, CHOICE OF FORUM AND CHOICE OF LAW:**
 - a. This Agreement shall be governed by and interpreted in accordance with the laws of the State where the Project is physically located.
 - b. **JURY WAIVER:** YOU AND HOME DEPOT IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT.
15. **SEVERABILITY:** The parties intend for the terms and conditions in the Agreement to be complementary, consistent, and enforceable under applicable laws. In the event any term or condition in the Agreement violates applicable law, such term or condition shall be severed from the Agreement, but only to the extent necessary to avoid such violation, without invalidating any other terms and conditions of the Agreement.
16. **ENTIRE AGREEMENT:** This Agreement is the final, integrated, and exclusive expression of the parties' agreement, which supersedes all prior and contemporaneous offers, orders, agreements, understandings, representations, proposals, confirmations, and negotiations between the parties, whether oral or written. No course of dealing, usage of trade, course of performance, course of conduct, or any other evidence of additional or different terms shall be admissible to contradict or vary any term in the Agreement.
17. **SECURITY INTERESTS; LIENS:** If You make all payments as required under this Agreement, no security interest will be placed against Your property by Home Depot. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested. After paying on any completed phase of the Services and before making any further payments, You should request from Home Depot or Service Provider a signed, unconditional release from, or waiver of, any right

to place any claim against Your property applicable to the work then completed. You may ask an attorney about Your rights to discharge security interests.

18. **RETURNS:** Custom order merchandise (i.e., goods that are custom made, uniquely altered, color-matched, shaped, sized, or otherwise uniquely designed or fitted to the requirements of a particular space) is non-returnable, and its purchase price cannot be refunded unless incorrectly ordered by Home Depot or Service Provider, or unless damaged beyond repair in delivery or by Home Depot or Service Provider. Special order merchandise may be returned, and a refund for all or part of the purchase price provided, in the discretion of Home Depot. Please contact customer care department at 1-800-553-3199.
19. **AGREEMENT/SERVICE ORDER COMMUNICATION PREFERENCES:**
- a. www.myhomedepotproject.com You can visit www.myhomedepotproject.com at any time to access Your account for the following:
- * update Your Agreement/Service Order Communication Preferences (email, text, Auto Call)
 - * contact The Home Depot for order assistance
 - * view latest order status
 - * take action to schedule pickup for Your Service Order(s)
- b. **Text Message Communications:** If You signed up to receive updates about Your Agreement/Service Order(s) via text message, You may receive multiple messages per order (including current and future orders) via automated technology to the mobile phone number You provided. The total number of messages received depends on the number of orders placed and order activity. Standard message and data rates apply. Not all carriers covered. You can text STOP to 97710 to stop (You will be sent a confirmation message). Text HELP to 97710 or call 800-HOME-DEPOT for help. You can also visit www.myhomedepotproject.com to access Your account to update Your Agreement/Service Order Communication Preferences, contact The Home Depot, and take action on orders.
- c. **Auto Call Communications:** If You signed up to receive updates about Your Agreement/Service Order(s) via electronic voice communications (Auto Call), You may receive multiple pre-recorded phone calls per order (including current and future orders) via automated technology to the phone number You provided. The total number of calls received depends on the number of orders placed and order activity. You can press 9 during a call to opt out or call 800-HOME-DEPOT for help. You can also visit www.myhomedepotproject.com to access Your account to update Your Agreement/Service Order Communication Preferences, contact The Home Depot and take action on orders.
- d. **Email Communications:** If You signed up to receive updates about Your Agreement/Service Order(s) via Email, You may receive multiple Emails per order (including current and future orders) via automated technology to the Email address You provided. The total number of Emails received depends on the number of orders placed and order activity. You can visit www.myhomedepotproject.com to access Your account to update Your Agreement/Service Order Communication Preferences, contact The Home Depot, and take action on orders.
20. **QUESTIONS?** If The Home Depot store and Authorized Service Provider are unable to answer Your questions, You may contact The Home Depot Customer Care Department at 1-800-553-3199.