



# Home Improvement Agreement: Proposal for Fencing Installation

Michael Day  
Customer's Last Name, First Name

3821  
Store No.

Date 02/19/2013

1479 Covered Bridge Rd  
Service Address

PRICE IS VALID FOR 14 DAYS FROM DATE OF PROPOSAL

Cincinnati  
City

OH 45231  
State Zip

(513) 919-3508  
Customer's Daytime Phone No.

(513) 919-3508  
Customer's Evening Phone No.

mdayrrt@yahoo.com  
Customer's E-mail Address

TBD - BROOKVILLE, IND.  
Nearest Cross Street

**PERMIT/INSPECTION INFORMATION**

Permit required?  Yes  No  Homeowner to obtain permit (Installation Professional requires copy of permit before installation)  Installation professional to obtain permit

Selection	\$
ADDITIONAL COST OPTIONS ADD THE PRICES IN THIS COLUMN TO THE SELECTION	
TAKE DOWN AND HAUL AWAY OLD FENCE	\$
PERMIT COST	\$
SUB TOTAL	\$
SALES TAX	\$
DEPOSIT	\$
BALANCE DUE (UPON COMPLETION)	\$ <b>22,017.00</b>

**APPROXIMATE LAYOUT**

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON FIELD MEASUREMENT. FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS, L)

FENCE DIAGRAM

**BATTING CAGE: 12"H X 70' X 40'**  
**POSTS 3". SCH 40 STEEL, ALL SET IN CEMENT, UP TO 4' FABRIC ON SIDES AND ROOF: 9 GA., 2" GAW CHAINLINK MID-RAIL AROUND ENTIRE PERIMETER FOR SUPPORT. ROOF FABRIC SUPPORTED BY 1 5/8", SCH 40 STEEL CROSS SUPPORTS.**  
**1 EA. GATE: 3'W X 7'H**  
**LOCATION TO BE CLEAR, FLAT.**  
**PERMITS TO BE PROVIDED BY OTHERS**  
**DRAWING/DESIGN TO BE PROVIDED IF JOB ACCEPTED.**  
**OPTION: PROVIDE AND INSTALL BATTING CAGE NET INSIDE THE CAGE WITH 3.5 mm POLY NET, BLACK. PRICE OF NET NOT INCLUDED IN BID.**

Design Approved by Customer \_\_\_\_\_

- Stock Product
- Special Order Product

**FENCE INSTALLATION RELATED TO GRADE: PLEASE INITIAL ONE**

<input checked="" type="checkbox"/> PLEASING TO THE EYE	<input type="checkbox"/> FOLLOWING FLOW	<input type="checkbox"/> STEPPED INSTALLATION
FENCE TO BE LEVEL WITH HIGHEST GRADE (CUSTOMER TO FILL IN GAPS)	SLIGHTLY UNEVEN GRADE WITH FENCE FOLLOWING FLOW OF GROUND - FENCE WILL BE UNEVEN AT TOP	STEEP SLOPE WHERE FENCE CANNOT "RACK" ENOUGH TO FOLLOW GRADE AND MUST BE STEPPED, RESULTING IN LARGE GAPS UNDER FENCE- (CUSTOMER TO FILL IN GAPS)

Product	custom batting cage
Style:	chainlk 9 ga Height: 12'
Footage:	220 sides If Gates: 1- 3'x7'
Post Cap:	Color: galv
Rail Type:	Post Type:
Picket Type:	\$

Product	Interior Netting
Style:	3.5 mm net Height: 12'
Footage:	70'+70" If Gates:
Post Cap:	Color: Black
Rail Type:	Post Type:
Picket Type:	not in bid \$ 1675.00

Product	
Style:	Height:
Footage:	If Gates:
Post Cap:	Color:
Rail Type:	Post Type:
Picket Type:	\$



# Home Improvement Agreement: Proposal for Fencing Installation

## Approximate Installation Lead Time

Please note: Neither The Home Depot nor Installation Professional are responsible for start/finish delays resulting from events beyond their control including, but not limited to, Change Orders, acts of nature, governmental actions, manufacturing delays or damage to merchandise caused by third parties, labor strikes/unrest, Your credit/financing, any incorrect information You provide, legal encumbrances on Your property, Your property's nonconformance with zoning requirements or building code requirements, hidden/unforeseen physical/hazardous conditions (including, but not limited to, environmental hazards such as mold, asbestos and lead paint) at Your service address or Your noncompliance with this Agreement or Change Orders. Home Depot reserves the right to terminate this agreement and/or require Installation Professional to discontinue Installation given any of the foregoing conditions.

\*Dealer will contact customer 1 week prior to installation to schedule date and time.

**Definitions:** "You"/"Your" means the customer identified above. "Installation" means the installation services specified in this Agreement. "Installation Professional" or "Professional" means an independent contractor authorized by Home Depot (licensed and insured as required by Home Depot and applicable law) and the contractor's employees, agents and subcontractors. "Agreement" means this Special Services/Home Improvement Agreement between You and Home Depot U.S.A., Inc. (Interchangeably referred to as "Home Depot"), which includes this page, the General Terms and Conditions following this page, the State Supplement, the Invoice or Specifications and any other documents expressly made a part of this Agreement. Please see this Agreement's General Terms and Conditions for additional definitions.

**Acceptance and Authorization:** By signing below, You authorize Home Depot to (a) arrange for Installation Professional 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. You understand this Agreement constitutes the entire understanding between You and Home Depot and may only be amended by a Change Order signed by Home Depot (or by Installation Professional or its authorized representative on Home Depot's behalf) and You. This Agreement expressly supersedes all prior written or verbal agreements or representations made by Home Depot, Installation Professional, You, or anyone else. Except as set forth in this Agreement, You agree there are no oral or written representations or inducements, express or implied, in any way conditioning this Agreement, and You expressly disclaim their existence. Do not sign if blank or incomplete. (Installation Professional'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. You further acknowledge receiving a complete copy. Keep it to protect Your legal rights.

**It is very important to read the Terms and Conditions included on the next page. By signing this proposal and providing payment you are creating a Contract between the parties for the selected products and you agree to the Terms and Conditions on the next page.**

**Payment Schedule:** You agree that payments will be due as indicated below. If You are paying by credit, debit, or The Home Depot card, the account may be charged or debited (as applicable) on the same day that it is accepted by the THD Representative or Installation Professional.

- Down Payment: \$ \_\_\_\_\_ Due immediately. Your down payment is NOT an installment payment under this Agreement.
- Final Payment: \$ \_\_\_\_\_ Due on finish date of installation.
- Sales Tax: \$ \_\_\_\_\_ If applicable.
- Total Amount of Sale: \$ \_\_\_\_\_ Includes all applicable discounts, rebates, and taxes. Excludes finance charges.\*

Accepted by:

Professional's Full Business/Trade Name, Address and License No. or Nos. as Applicable:

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Customer's Initials: \_\_\_\_\_ BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD HOME DEPOT HARMLESS FROM ANY RESULTING CLAIMS.

Professional's Tel. No. \_\_\_\_\_

Professional's/Authorized Representative's Full Signature Date  
Please PRINT Your Salesperson's License No. if Applicable

TO VIEW HOME DEPOT'S LICENSE NUMBERS, PLEASE VISIT  
[www.homedepot.com/licensenumbers](http://www.homedepot.com/licensenumbers).

Professional/Authorized Representative on Home Depot's Behalf: PRINT Your Full Personal Name \_\_\_\_\_

For each check presented as a payment, I, the account holder, authorize The Home Depot and its Service Providers including TeleCheck Services, Inc., to use my information from my check\* to make a one-time electronic funds transfer (EFT) or draft from my account, or to process the payment as a check transaction. The account referenced is a (check one):  Personal / Consumer Account  Business / Corporate Account

If my payment is returned unpaid, I authorize The Home Depot or its Service Providers including TeleCheck Services, Inc., to collect my payment and my state's return fee, as set forth below, by EFT(s) or draft(s) from my account until paid.

I understand that I can revoke this authorization by providing notice to Home Depot with in 24 hours to afford Home Depot a reasonable opportunity to act on it. If this payment is from a corporate owned account, I make these authorizations as an authorized corporate representative and agree that the entity will be bound by the NACHA Operating Rules.

\*Official Bank Checks (i.e. Mortgage, Equity, or Line of Credit Checks), Insurance Checks, Checks over \$50K, or any Non-Demand Deposit Account Checks, are not eligible for electronic processing but can be processed manually and do not require a signature to this authorization. Money Orders and Traveler's Checks can only be used at a Home Depot Retail Store. If customer is paying with Money Orders or Traveler's Checks, please let your Sales Consultant know at contract signing.

**Cashier's Checks, Credit Card Checks, Treasurer's Checks, and "Official" Checks cannot be accepted by The Home Depot.**

Return Fees by State are as follows:

\$10 - PR; \$20 - CO, CT, GU, ID, IN, NY, UT, VI; \$25 - AR, AZ, CA, DC, IL, MA, ME, MI, MO, NC, NH, NV, OK, RI, VT, WI, WV; \$30 - AK, AL, HI, IA, KS, MN, MT, NJ, NM, PA, SC, TN, WY; \$30.00 + tax - TX; \$35 - MD, ND, NE, OR; \$40 - DE, MS, SD; \$50 - KY, VA, FL - CHECKS UP TO \$50.00 = \$25.00 FEE; \$50.01 - \$300.00 = \$30.00 FEE; \$300.01 & OVER = THE GREATER OF \$40.00 OR 5% OF THE AMOUNT OF THE CHECK. GA - THE GREATER OF \$30.00 OR 5% OF THE AMOUNT OF THE CHECK. LA - THE GREATER OF \$25.00 OR 5% OF THE AMOUNT OF THE CHECK. OH - THE GREATER OF \$30.00 OR 10% OF THE AMOUNT OF THE CHECK. WA - RECORD IS LESS THAN 33 DAYS OLD = \$30.00 FEE; RECORD IS MORE THAN 33 DAYS OLD = \$30.00 FEE PLUS FACE VALUE OF CHECK UP TO \$40.00 PLUS INTEREST AT 12% ANNUAL RATE.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_ Driver's License or State ID # \_\_\_\_\_ Ohio State Issuing Driver's License

Primary Payment Method:  Check  Home Depot Project Loan  Home Depot Card  AMEX  Discover  MasterCard  VISA  
 Home Depot Open to Buy - Amount: \$ \_\_\_\_\_

Amount: \$ \_\_\_\_\_ Primary Account Number (Credit Cards Only): \_\_\_\_\_ Expiration: \_\_\_\_\_

Primary Account Holder Name: \_\_\_\_\_

Secondary Payment Method:  Check  Home Depot Project Loan  Home Depot Card  AMEX  Discover  MasterCard  VISA

Amount: \$ \_\_\_\_\_ Secondary Account Number (Credit Cards Only): \_\_\_\_\_ Expiration: \_\_\_\_\_

Primary Account Holder Name: \_\_\_\_\_

**\*A Home Depot representative or Installation Professional must destroy this portion of the document within 10 days of the Install Completion Date unless otherwise approved by The Home Depot.**

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

THD Representative or Installation Professional's Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Care: 1-877-362-3413



## Home Improvement Agreement: Terms and Conditions

**A) Scope:** This agreement is between You and Home Depot. Under this agreement, Home Depot does not perform Installation, but arranges for Installation Professional to do so directly or through Installation Professional's specialty contractors. Home Depot does not provide, or arrange for, architectural /engineering services or structural changes to dwellings. You will not pay anything to Professional, although Professional 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. Installation is limited to and, subject to any Change Order, will be completed in substantial accordance with the attached Invoice or Specifications. The State Supplement, if any, contains important additional terms, conditions, and information specific to Your state.

**B) Installation Professional will complete Installation in a workmanlike manner. The Installation Professional will not start, conduct, alter, or finish Installation except in accordance with applicable law. Professional will either not start, or will immediately discontinue, Installation upon discovery of unforeseen physical or hazardous conditions at Your service address. Neither Home Depot nor Professional will attempt to repair such conditions. Neither Home Depot nor Installation Professional are responsible for identifying property lines, easements, covenants, or other legal encumbrances. Your service address may be subject to. Neither Home Depot nor Installation Professional will make any modifications to Your security system, if You have one.**

**C) You agree to pay Home Depot for merchandise delivery and/or Installation according to the terms and conditions of this Agreement. If Your service address is subject to any easements, covenants or other legal encumbrances that could affect Installation, You agree to let Home Depot or Installation Professional know about them before Installation. You agree to facilitate the location of underground/overhead utility lines and any other items that may interfere with Installation including, but not limited to sprinkler systems, low voltage wiring, drainage lines, and any electrical, water, gas or cable locations where the utilities in your municipality do not provide marking services. You agree to ensure that work areas are free of preexisting hazards, i.e. unsafe physical conditions or environmental hazards and building /zoning code violations. You agree to allow Installation Professional access to work areas during working hours. You agree to ensure that if You have a security system, it does not interfere with Installation. You agree not to allow unattended minors at Your service address while Installation Professional is present. You agree to control pets and keep them away from work areas. You agree to keep posted permits on display at all times. You agree not to assign or transfer this Agreement. You agree any claims against Home Depot or Installation Professional under this Agreement should be made to Home Depot within thirty (30) calendar days of the date You first became aware of a problem. (Home Depot will attempt resolution of any claim(s) within sixty (60) calendar days of receiving Your notice. YOU ASSUME THE RISK AND THE FULL LIABILITY OF ASSISTING HOME DEPOT OR INSTALLATION PROFESSIONAL WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.**

**D) Changes and Change Orders:** Home Depot, at Your request, may arrange for Installation Professional to perform additional work, subject to a Change Order, subject to additional charges payable by You to Home Depot. Any changes to Installation, i.e., a substitution of materials or an expansion of the scope of the work, will require You, Home Depot and Installation Professional to first sign a written Change Order that will become part of this Agreement. Any Change Order must be clear in scope and specify any additional payment(s) and/or changes in anticipated start/finish dates. Following discovery of previously undisclosed/unidentified legal encumbrances on Your premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions such as the presence of underground or overhead utility lines, rocks, roots, buried debris, mold, asbestos, lead paint, or any conditions differing from what You represented, Home Depot may immediately ask for a Change Order or discontinue Installation without further obligation to You. If You decline a Change Order request, You or Home Depot may terminate this Agreement as set forth below.

**E) Credit Card Transactions:** Your separate cardholder agreement (to which Home Depot is NOT a party) will determine the total cost of Your purchase if by credit card, including any initial payment/deposit You make and all interest charges and fees. You will be further subject to Your cardholder agreement's terms and conditions.

**F) 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 (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

**G) 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 against 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 Installation and before making any further payments, You should request from Installation Professional 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.

**H) CANCELLATION:** YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO HOME DEPOT BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE SIGNING. THE CONTRACT (OR THE STATE SUPPLEMENT FORM IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE) CONTAINS A FORM TO USE. OUR ADDRESS IS: HOME DEPOT – HOME SERVICES, 7830 FREEWAY CIRCLE, MIDDLEBURG HEIGHTS, OH 44130 ATTN: HOME SERVICES CANCELLATION DEPARTMENT. OR BY EMAIL AT HOME.SERVICES@EBARRETTE.COM, OR BY FAX TO 440-239-2605. YOUR PAYMENT(S) WILL BE RETURNED TO YOU WITHIN (10) BUSINESS DAYS AFTER HOME DEPOTS RECEIPT OF YOUR NOTICE. YOUR PAYMENT WILL BE REFUNDED IN THE MANNER IT WAS PAID.

**I) Your fencing project is considered Special Order product unless otherwise noted on page 1 of this agreement. Should You make any changes in the layout of your project on the date of the installation resulting in reduced footage and extra materials, these materials are non returnable and must be paid for as agreed.**

**J) TERMINATION:** You may terminate this agreement at any time after providing Home Depot with written notice. Please refer to Cancellation clause H for mailing, email and/or fax number. If you breach this Agreement or following discovery of previously undisclosed legal encumbrances on your premises, building/zoning code violations or hidden/unforeseen physical/hazardous conditions Home Depot may immediately terminate this agreement without further obligation to you. In either event, You agree to pay Home Depot the following costs: \$150 Administrative fee, 35% special order material restocking fee (if applicable), permit and labor costs associated with obtaining or attempting to obtain a permit, any labor costs incurred up to and at the time of termination provided by Home Depot and/or Installation Professional.

**K) RETURNS:** A 35% restocking fee applies to the return/cancellation of Special Order material. Exceptions: Cancellations made by midnight on the third business day after the date of Your purchase; merchandise incorrectly ordered by the Home Depot or Installation Professional; or merchandise damaged beyond repair in delivery or by Installation Professional.

**L) The Installation Professional will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city.**

**M) Installation professional is not responsible for any damage to underground utilities, fixtures, wires, piping, sprinklers, etc. that are unmarked or marked incorrectly. You shall absorb all costs.**

**N) Installation Professional will obtain any required permits and permit numbers where necessary at additional cost to You. If your home is part of a Homeowner's Association (HOA) You will need to obtain and provide approvals from the HOA before installation of Your fence can be scheduled.**

**O) You agree to meet with the installation crew on the day of installation before installation begins to indicate actual fence placement.**

**P) The fence will be installed to the contour of the existing ground unless agreed otherwise in writing on change order of installation overview agreement.**

**Q) You are responsible for establishing the property lines prior to install – a survey by others may be necessary. Where the fence lines are not indicated by surface marks or stakes, no responsibility shall rest with the Installation Professional by reason of erecting fence on incorrect lines and You hereby agree to indemnify the Home Depot and Installation Professional and save it harmless against and in respect to the claims of any persons aggrieved by the location of said fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by our erection forces in the course of installation.**

**R) To ensure proper installation of your new fence, You agree to clear the fence line of all obstructions such as brush, firewood, personal yard items, etc. In the event this is not completed once the crew arrives to install the fence, additional charges may be accessed to achieve the necessary workspace. You shall hold the Home Depot and Installation Professional harmless for any damage to items within the fence line.**

**S) Installation Professional is not responsible for any damage or soiling to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, etc., resulting from gaining access or performing work in the same proximity. You shall absorb all costs.**

**T) LIMITED WARRANTY:** TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE HOME DEPOT WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE (1) YEAR FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES THE HOME DEPOT DURING THE WARRANTY PERIOD, THE HOME DEPOT WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY DEFECTS DUE TO FAULTY WORKMANSHIP. THE HOME DEPOT'S WARRANTY DOES NOT COVER DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY PERSONS OTHER THAN THE HOME DEPOT OR AUTHORIZED SERVICE PROVIDER, ABUSE, MISUSE, NEGLIGENCE, OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.

**U) WAIVER OF CERTAIN DAMAGES:** EACH OF CUSTOMER AND THE HOME DEPOT HEREBY WAIVES ANY CLAIMS AGAINST THE OTHER FOR LOST USE, LOST PROFIT, LOST REVENUE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE INSTALLATION, THE MATERIALS OR SERVICES OF THE HOME DEPOT OR OF AUTHORIZED SERVICE PROVIDER OR THIS AGREEMENT. TO THE EXTENT CUSTOMER'S STATE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THIS SECTION MAY NOT APPLY.

**V) Payment Terms:** Upon signing this agreement, 50% of total contract amount is due unless state law governs otherwise. Full balance is to be paid upon date of deposit. Payment to Home Depot is to be made to the Installation Professional, acting on behalf of The Home Depot.

**W) If there is an unpaid balance, at its discretion, Home Depot or Installation Professional may temporarily void the warranty (workmanship) until the unpaid balance is resolved.**

**X) You may cancel this Agreement at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form below for an explanation of this right**

**Y) No discounts apply. Only Home Services promotions apply. No other discounts can be applied, including but not limited to Military Discounts or in-store promotions.**



# Home Improvement Agreement: Installation Overview Agreement

As our valued customer, we want to be sure You have complete information about the Installation of your fence. Our goal is to avoid problems and provide a quick, quality Installation service and to provide information on keeping your new fence looking great for years to come. Please see the General Terms and Conditions of the Agreement for other important information concerning your Installation.

1. The Installation Professional will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city. Initial \_\_\_\_\_
2. There are some underground items that only the homeowner can identify. The utility companies do not mark these, and the Installation Professional is not responsible for damage to unmarked items. Prior to the Installation, it is important that You use a bright colored spraypaint to mark the ground for locations of:
  - a. Underground sprinkler lines
  - b. Underground water lines that feed a swimming pool or other structure.
  - c. Underground electric lines (other than local utility lines) that supply power to lamp posts, walkway lighting, yard lighting, and wiring for pools, sheds, wells, etc.
  - d. French drains or related items.
  - e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services. Initial \_\_\_\_\_
3. You are responsible for the location of the fence. If You cannot find the property line markers, it is recommended that You have a survey done to ensure Your new fence does not encroach onto Your neighbor's property and is in compliance with local building codes for setback requirements. If a plot plan or survey is not available, then You assume 100% responsibility for the fence placement. You are also responsible to advise the Installation Professional of all easements and placement of fence if a permit is not required. Your Installation Professional is not responsible for the costs associated with moving or removing fences where the property lines have not been properly located before the Installation. Initial \_\_\_\_\_
4. To ensure proper Installation of Your new fence, some trimming or clearing may be required. The Home Depot can provide these services, or You may choose to save these costs by doing this work yourself before Installation:
  - a. To provide room for a quality Installation, all brush, briars, tall grass, overgrowth, etc. must be cleared to a distance of 2' on either side of the Installation line for Your new fence.
  - b. Any trees or shrubs near the Installation line for the new fence must be cleared to a distance of 2' of either side of the Installation line, and cleared to a height of 6½'.
  - c. The cost for the Installation crew to trim, clear, and dispose of these materials is \$\_\_\_\_\_ per \_\_\_\_\_.
  - d. We cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 4". Initial \_\_\_\_\_
5. Installation professional will not remove dirt displaced due to post hole digging. This is the responsibility of the homeowner. While digging postholes of at least two feet deep, we sometimes encounter hard dig conditions that cannot be foreseen before the Installation.
  - a. We will bring in a jackhammer if we encounter tree roots, hard clay, boulders or rock shelf, etc. or other conditions that the auger cannot penetrate.
  - b. A hard dig is a last resort for proper Installation of your fence, and each posthole that requires use of the jackhammer requires an additional charge of \$\_\_\_\_\_ per \_\_\_\_\_. Initial \_\_\_\_\_
6. The Installation Professional and crew will need access to an electric plug-in and an outside water faucet. During the Installation, You will hear nail guns, hammers, air compressors, augers, jackhammers, etc. Please make sure all pets are secured before the installation begins. Please be sure to inform Your neighbors of the Installation schedule so that they are aware of the noise, and if a common fence is being replaced, they can secure their pets as well. Initial \_\_\_\_\_
7. When a permit is required and the Installation Professional is obtaining the permit, You will be responsible to pay for the permit costs including man hours regardless of the completion of the project. Initial \_\_\_\_\_
8. If Your home is part of a Homeowner's Association (HOA), You will need to obtain approvals from the HOA before Installation of Your fence can be scheduled. Should your job be modified or canceled due to your HOA regulations, you may incur additional costs associated up to the time of cancelation. Initial \_\_\_\_\_
9. If You cancel your contract after the 3 day recession period, you will pay an administrative fee of \$150 to cover expenses associated with proving a fence measure, written quote and follow up. Additionally you may also be charged additional costs associated with special order material ordered for your job, as well as labor expenses incurred up to and at the time of attempted installation or cancellation. Initial \_\_\_\_\_
10. Installation Professionals do not stain or paint any fencing. Initial \_\_\_\_\_
11. It is important that You are present during the Installation process. Specifically, it is important that You are present at the beginning of the Installation for a final review of the project plans with the Installation Professional. It is also important that You are present at the completion of the Installation, so that You can sign the Approval of Completed Installation and so that the Installation Professional can review the maintenance requirements with You. Only a minimum amount of time will be required at the start and at the finish of the project to complete these important steps in providing a quality product. Initial \_\_\_\_\_

X \_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Installation Professional's Signature

\_\_\_\_\_  
Date

**DISTRIBUTION: White**—Home Depot Copy **Yellow**—Customer Copy **Pink**—Installation Professional Copy



COMMON MAINTENANCE CONCERNS

The continuous changes in weather conditions are extremely harsh on your fence. Your maintenance plan must be geared to combat the problems caused by water absorption and water loss, mildew growth, and discoloration of wood due to the sun's ultraviolet rays. All of the maintenance concerns discussed below are weather related. The degree to which your fence is affected by them depends on many factors. These factors include general climate conditions (such as normal precipitation, humidity, etc.) and location in your yard (with regard to direct sun exposure, foliage coverage, etc.) If your fence is built using pressure-treated lumber, it is important to note that the pressure treatment does not increase the likelihood that your fence will develop these natural defects to any greater degree than the same material left untreated. These weather related defects are beyond the control of the pressure treatment process.

SWELLING & SHRINKING

Continuous water absorption and water loss in the wood used for your fence will cause its natural defects to surface. The most common defects are: cupping/warping, twisting, checking and splitting. A well maintained fence will still experience some of these natural defects. However, the extent can be significantly reduced through a maintenance plan.

MILDEW GROWTH

Whenever wood, including pressure treated wood, is constantly exposed to moist or humid conditions, it will mildew. This results in an unsightly appearance. Your preventative maintenance plan will need to include cleaning your fence with a cleaner containing a mildewcide. This will insure that your fence will remain bright and attractive.

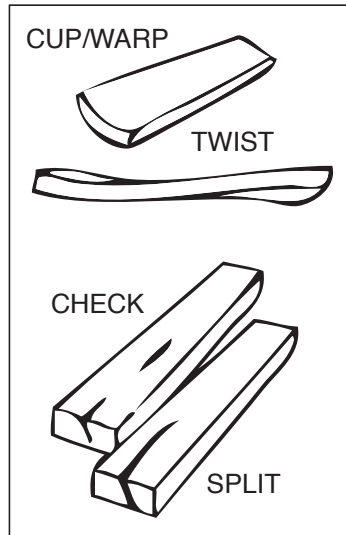
ULTRAVIOLET PROTECTION

Without any preventative steps taken to block the sun's ultraviolet rays, the surface cells of the wood will begin to discolor to a weathered gray color. Although some may prefer this, others won't. If you want to maintain the natural wood color, you will need to not only clean/brighten your fence periodically, but also choose a water repellent finish with an ultraviolet stabilizer. The stabilizer will not prevent eventual discoloration, but will slow down the process. Periodic reapplication of a UV stabilizer will help in this effort over an extended period of time.

**Your maintenance efforts will give you a fence that will look bright and fresh for years to come!**

INITIAL MAINTENANCE

1. Start by cleaning your fence with a cleaner/brightener that contains a mildewcide. Because your fence is new, this step is truly preventative.
2. Next, apply a topical sealant for surface protection. Do not use a conventional multi-coat paint system or varnish. The performance is nearly be preceded by scraping and sanding. Instead, choose either a pigmented or clear outdoor wood sealer. Unlike true paints, these sealers allow moisture vapor to leave the wood slowly after the coating has been applied. For that reason, either can be applied as soon as the surface no longer looks wet. Your choice of sealer should include not only a water repellent but also a UV stabilizer to slow the discoloration process. You may want to cover or protect surrounding plants before applying a sealant. Be sure to follow the manufacturer's instructions.



**To effectively combat these maintenance concerns, it will be up to you to follow a preventative maintenance plan.**

FIRST YEAR MAINTENANCE

1. First year maintenance should be completed by you within 90 days of your fence installation
2. Reapply cleaner/brightener as described in initial maintenance, as well as another application of your outdoor wood sealant. The topical water repellent and ultraviolet stabilizer will keep your fence looking fresh.

FUTURE PERIODIC PREVENTATIVE MAINTENANCE

1. Depending on the location of your fence, with regard to direct sun exposure, foliage coverage, etc., it may be sufficient to clean/brighten and re-coat every year.
  2. If you decide to wait two or more years to perform your next cleaning/brightening, you may want to use a power washer. Be sure that the cleaner/brightener you use contains a mildewcide.
  3. After every cleaning, reapply an outdoor wood sealer that contains both a water repellent and ultraviolet stabilizer.
- \*Remember, even consistent maintenance will not prevent the natural defects of wood from surfacing - but your efforts can minimize them.

**BE SURE TO READ ENTIRE SHEET BEFORE SIGNING.**

PLEASE SIGN YOUR NAME TO VALIDATE THAT THIS INFORMATION SHEET WAS PRESENTED TO YOU BY OUR INSTALLER.

Customer's Signature

Date

Installation Supervisor

Date



### Care and Maintenance of Your Vinyl Fence

Now that you have your beautiful fence installed you will need to know the best practices to keep it looking attractive for a lifetime. Here are some instructions on how to achieve this as well as Frequently Asked Questions.

#### Frequently Asked Questions

- **How Do I Clean My Vinyl Fence?**
  - On occasion you may want to spray your fence with a garden hose. This will remove grass clippings, dirt and fertilizer chemicals and keep it looking as new as possible.
  - To remove minor stains use soap and water.
  - For removal of major stains use a plastic safe degreaser or a 10:1 water / bleach mixture.
- **How Will My Vinyl Fence Perform in Hot and Cold Weather Conditions?**
  - Vinyl becomes less flexible in cold weather. However, unless subjected to unusual or extreme impact, it will not break. It is normal for materials to expand and contract with changes in temperature. Flexibility is common and a benefit of Vinyl Fence, which allows it to maintain its strength and shape. Your fence is engineered to withstand normal changes in temperature and changing climates.
- **Will My Colored Vinyl Fence Fade?**
  - Yes, all building products when exposed to sunlight gradually weather over time depending on your climate; this is called normal weathering.
- **Will My White Vinyl Fence Turn Yellow?**
  - Any white product will gradually dull or fade over time, but this should not be noticeable to you.
- **Will My Vinyl Fence Chalk?**
  - Light chalking is a normal occurrence of all vinyl products. Washed away by rainfall and normal changes in weather, this process helps to keep your fence looking like new.
- **Can I Paint My Fence?**
  - There is no reason to paint your fence. Your Fence comes in a variety of color choices to satisfy any yard décor. If you decide to paint your fence, you will void the warranty.
- **Does My Warranty Cover Gate Adjustments?**
  - Unfortunately, no. Gate adjustments and leveling are normal care and maintenance items that the home owner is responsible for.

#### Maintenance Tips

**To maximize the life of your fence, address these areas:**

- Adjust the gate every Spring – (As a reminder, gate adjustments and leveling are normal care and maintenance items that the homeowner is responsible for).
- Oil the gate hinges, and tighten the screws once a year.
- Do not let the gate swing in the wind. Keep it secured.
- Deter children from swinging on the gate.
- Re-tamp and realign the loose posts.
- Do not stack or mount any objects or material near your fence.

### Care and Maintenance of Your Aluminum Fence

Now that you have your beautiful fence installed you will need to know the best practices to keep it looking attractive for a lifetime. Here are some instructions on how to achieve this as well as Frequently Asked Questions.

#### Frequently Asked Questions

- **How Do I Clean My Aluminum Fence?**
  - On occasion you may want to spray your fence with a garden hose. This will remove grass clippings, dirt and fertilizer chemicals and keep it looking as new as possible.
    - For light cleaning, rinse with water from bottom to top and back to bottom. This will clean the surface on the way up and prevent the collection of dirty “run down” and possible streaking. Air dry or wipe with a soft, lint free cloth.
    - For more soiled areas, rinse the surface with clean water from the top to bottom. Use a sponge and clean with mild dish soap and water. Immediately rinse any “run down” to lower parts of the fence. Do not allow dish soap to collect or “puddle” on surfaces. Immediately rinse entire section with clean water. It is very important the dish soap does not dry on the surface. Air or wipe dry with a soft, lint free cloth. For stubborn, water-soluble debris, repeat steps above until clean.
  - In Coastal areas, it is recommended that you frequently spray your fence with water to reduce accumulations of salt and dirt.
- **Are There Certain Products I Should Avoid When Cleaning My Fence?**
  - Certain household cleaners, abrasive agents, harsh chemicals, solvents, cleaners with solvents or acids, steel wool and industrial cleaners can cause damage and discoloration to the finish of this product and are NOT recommended.
- **Will My Aluminum Fence Chip or Scratch?**
  - Your fence is manufactured from high quality Aluminum with a powder coat finish. If you find a scratch or chip, you can use an exterior touch up paint specified for Aluminum surfaces.
- **Does My Warranty Cover Gate Adjustments?**
  - Unfortunately, no. Gate adjustments and leveling are normal care and maintenance items that the home owner is responsible for.

#### Maintenance Tips

**To maximize the life of your fence, address these areas:**

- Adjust the gate every Spring – (As a reminder, gate adjustments and leveling are normal care and maintenance items that the homeowner is responsible for).
- Oil the gate hinges, and tighten the screws once a year.
- Do not let the gate swing in the wind. Keep it secured.
- Deter children from swinging on the gate.
- Re-tamp and realign the loose posts.
- Do not stack or mount any objects or material near your fence.

\*\*Reference to proprietary names is for illustrative purposes only and is not intended to suggest that there are not equally effective competitive products on the market for cleaning your fence.



# Home Improvement Agreement: Notice of Cancellation

## NOTICE OF CANCELLATION

Date of Transaction: \_\_\_\_/\_\_\_\_/\_\_\_\_

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the above date. The State Supplement contains a form to use if one is specifically prescribed by law in your state.

If you cancel, any property traded in, and payments made by you under the contract or sales, 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 good 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 the obligations under the contract.

To cancel this transaction, mail, email or fax a signed and dated copy of this Cancellation Notice to the address below

Home Depot Home Services

(Print/type name of seller or seller's authorized representative)

at

7830 Freeway Circle

Middleburg Heights, OH 44130

(Print/type address for receipt of Cancellation Notice)

I HEREBY CANCEL THIS TRANSACTION.

(Buyer's name)

(Buyer's signature)

Date

Email: Home.Services@ebarrette.com

Fax: (440) 239-2605

Questions or Concerns about Installation or Your Order? If this Agreement covers an installation, first contact Installation Professional. If Installation Professional is unable to answer Your questions, or if Your concerns remain unresolved, Home Depot stands ready to assist You at 1-877-362-3413 or you may contact us in writing at the address above. Please note that You should be communicating with the Installation Professional rather than with the Home Depot regarding routine matters such as scheduling, changes to Installation, Your order of special order/custom made merchandise, warranty requests and any initial concerns about the service You are receiving.