



Fencing Quote/Specification

Home Depot license numbers are listed on page 4, and at www.homedepot.com/licensenumbers

Jason Pimenta

Salesperson Name

(407) 279-0273

Salesperson Phone #

Registration # (Req. in CA,CT,ME,MD,MI,NJ,DC)

Devan

Customer Last Name

Alena

Customer First Name

6381

Store # / Branch Name

F32271072

Customer Lead/ PO#

4469 Chastain Drive

Customer Address

Melbourne

City

FL

State

32940

Zip

Home Phone#

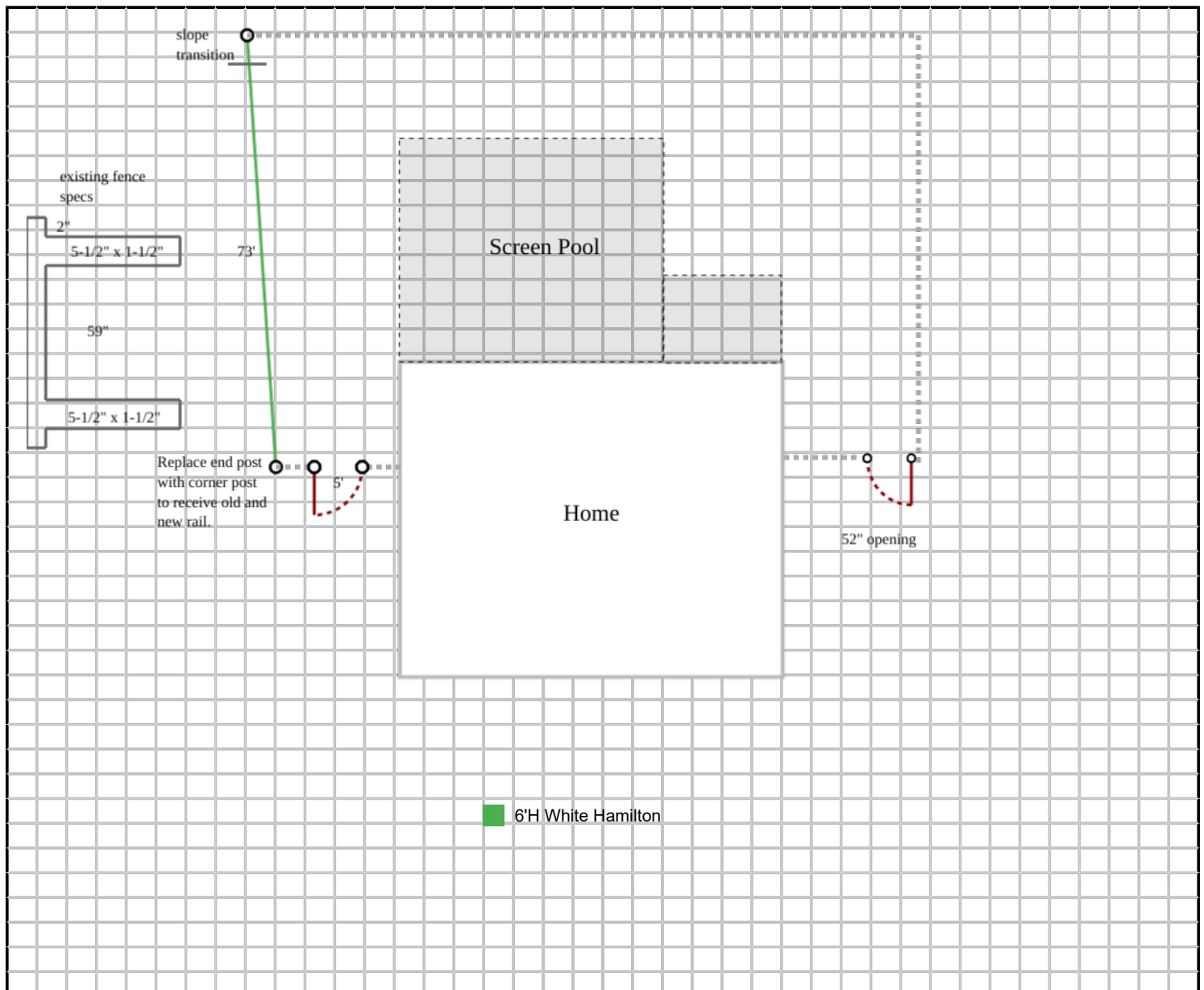
Work Phone#

(757) 739-4488

Cell Phone#

Cross Street 1

Cross Street 2

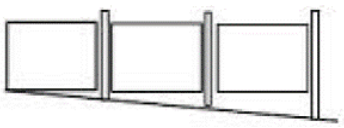
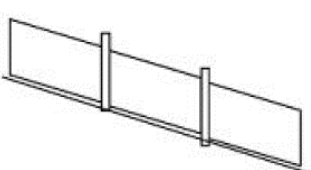
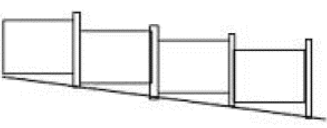
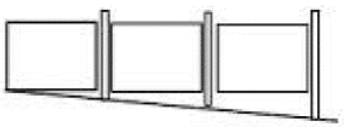
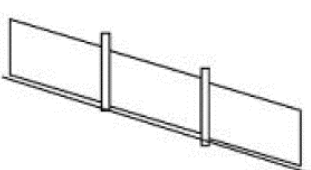
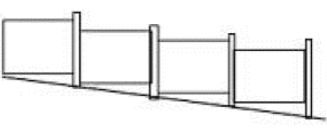




Fencing Quote/Specification

Devan	Alena	6381	F32271072
Customer Last Name	Customer First Name	Store # / Branch Name	Customer Lead/ PO#
4469 Chastain Drive	Melbourne	FL	32940
Customer Address	City	State	Zip
	(757) 739-4488		
Home Phone#	Work Phone#	Cell Phone#	Cross Street 1
			Cross Street 2

FENCE INSTALLATION RELATED TO GRADE:

	 LEVEL	 FOLLOWING FLOW	 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)
	<input type="checkbox"/> LEVEL	<input checked="" type="checkbox"/> FOLLOWING FLOW	<input type="checkbox"/> STEPPED INSTALLATION
OPTION 1	Material: <input type="text" value="Vinyl"/> Height: <input type="text" value="6 feet"/> Post Cap: <input type="text" value="See Notes"/> Post Type: <input sq."="" type="text" value="5"/>	Footage: <input type="text" value="73"/> Color: <input type="text" value="White"/> Picket Type: <input t&g"="" type="text" value="6"/>	Style: <input type="text" value="Hamilton Standard"/> If Gates: <input type="text"/> Rail Type: <input type="text" value="1-3/4 x 5-1/2"/> Estimate: <input type="text"/>
OPTION 2	LEVEL Material: <input type="text"/> Height: <input type="text"/> Post Cap: <input type="text"/> Post Type: <input type="text"/>	FOLLOWING FLOW Footage: <input type="text"/> Color: <input type="text"/> Picket Type: <input type="text"/>	STEPPED INSTALLATION Style: <input type="text"/> If Gates: <input type="text"/> Rail Type: <input type="text"/> Estimate: <input type="text"/>
OPTION 3	LEVEL Material: <input type="text"/> Height: <input type="text"/> Post Cap: <input type="text"/> Post Type: <input type="text"/>	FOLLOWING FLOW Footage: <input type="text"/> Color: <input type="text"/> Picket Type: <input type="text"/>	STEPPED INSTALLATION Style: <input type="text"/> If Gates: <input type="text"/> Rail Type: <input type="text"/> Estimate: <input type="text"/>

This quote is valid for 7 days

NOTES:

Job Notes: All posts set 6' on center.
 All posts set in concrete.
 Permit, labor included.



Fencing Quote/Specification

Devan	Alena	6381	F32271072	
Customer Last Name	Customer First Name	Store # / Branch Name	Customer Lead/ PO#	
4469 Chastain Drive		Melbourne	FL	32940
Customer Address		City	State	Zip
		(757) 739-4488		
Home Phone#	Work Phone#	Cell Phone#	Cross Street 1	Cross Street 2

CUSTOMER AGREES TO:**OPTION 1****OPTION 2****OPTION 3****PERMIT/INSPECTION INFORMATION:**

Permit Required? ☒ Yes ☐ No Who will obtain it? ☒ Service Provider ☐ Homeowner

☐ Homeowner to obtain a permit (Service Provider requires a copy of permit before installation)

☒ Service Provider to obtain permit

Selection Amount **\$4,939.18** Additional cost options and the prices in this column to the selection

Demolition Amount **Included** Take down and haul away old fence

Permit Cost **Applied**

Misc. Amount **n/a** (Explain in **NOTES** section below)

Subtotal **\$4,939.18**

Sales Tax **Applied**

Total Amount **\$4,939.18**

☒ Stock Product ☐ Special Order Product

PLEASE SIGN YOUR NAME TO VALIDATE THAT YOU AGREE WITH THE OPTION(S) ABOVE.

X **Alena Devan**

(Customer Signature)

3/7/2023

(Date)

NOTES:

Job Options:
10 Linear Feet - Take Down and Haul Away



License Numbers

License numbers held by or on behalf of HOME DEPOT, U.S.A., INC.:

AL: 05972, 06238, 51289, 1924, 16036, EMP-5701; **AK:** CONE25084; **AZ:** ROC092581, ROC252435; **AR:** 228160519, MP6616; **CA:** 602331; **CO:** ME-30122, EC-7930, PC.0003126, MP.00190074; **CT:** HIC.533772, ELC.0203352-E1, HTG.0406972-D1, PLM.0288547-P1 **DE:** HM-0000772, PL-0002473; **DC:** 410517000372, DRM300281, PL-0002473; **FL:** EC0001440, EC13007199, CGC1514813, CGC1522717, CGC061641, CRC046858, CAC1813767, CAC1818831, CFC1426021, CCC1331113, CCC1331130, CCC058300; **GA:** GCCO005540, RBCO005730, EN216765, GAREGCN208589; **GU:** CLB-08-0124, R-0514-0062; **HI:** CT-22120; **ID:** 005190, RCE-19683, 022877, 024086, 024087, 022876; **IL:** 104017473; **IN:** PL11700034; **IA:** C091302, 24602, 24602; **KS:** 16-009627; **KY:** CE65260, ME65140, HM05813, M7838; **LA:** 883162, 43690, 43690, 557308, 43960, 883162, LMP 6987, LMNGF9285; **ME:** See link above; **MD:** 13793, 85434 42144, 76141, 404011589; **MA:** 9875, 112785, CS-107774; **MI:** 2102119069, 2101089942; **MN:** BC147263, EA731567, MB732457, PC147263, PM-093715, PM-093716; **MS:** 22222-MC; **MO:** See link above; **MT:** 37730, ELE-EM-LIC-31718, PLU-PM-LIC-13784; **NE:** 26085, 33118; **NV:** 38686, 84011, 84052, 82439, 82440, 82441, 82442; **NH:** 4324, GFE0802907, MBE1801069; **NJ:** 13VH09277500, 34EB0158400, 34EI0158400; **NM:** C86302; **NY:** See link above; **NC:** 31521, U.30834, 34277, 33747; **ND:** 29073, M-3759, 1634, 1636, 1638; **OH:** 46992, 46992; **OK:** 106339, 0135514, 80003095; **OR:** 95843; **PA:** PA142212; **PR:** SJ-14328-CN; **RI:** 9480, 8422; **SC:** GLG110120, CLG.110120 , M104779; **SD:** EC3363, Wal-MD-R1104-16-1963-C, FLM-TX-R1108-16-1965C; **TN:** 47781, 47781, 47781, 3899, 3877; **TX:** TECL24447, TICL113, TACLA1574C, TACLB14980C, M16451; REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, P. O. BOX 12157, AUSTIN, TEXAS 78711, 1-800-803-9202, 512-463-6599; WEBSITE: WWW.TDLR.TEXAS.GOV; RESPONSIBLE MASTER PLUMBER RICHARD W. MOORE, JR., LICENSE M16451 STATE BOARD OF PLUMBING EXAMINERS, 919 EAST 41ST STREET P.O. BOX 4200 AUSTIN, TEXAS 78745 1-800-845-6584; WT4195; DALLAS BU120698; **VI:** See link above; **UT:** 286936-5501, 286936-5501; **VT:** PM04663; **VA:** 2705068841; **WA:** HOMED088RH, MOOREJR934LN, HOMEDDU825KQ, WASHICR849P6; **WV:** WV036104, WV036104, WV036104; **WI:** 1046796, 1375416, DC-030700030; **WY:** C-40136

Services may not be available in all areas. The Home Depot reserves the right to correct pricing errors on printed materials. Offer(s) may not be combined with any other offer. All home services performed through The Home Depot, including plumbing services, are performed by independent contractors, including independent licensed plumbing contractors, as applicable. Services provided by The Home Depot authorized independent installation professionals. Home Depot U.S.A., Inc. 2455 Paces Ferry Rd. Atlanta GA 30339



Home Improvement Agreement: Page 1

Home Depot License Number(s):

Home Depot license numbers are listed on page 3, and at www.homedepot.com/licensenumbers

Jason Pimenta
Salesperson Name

Registration # (Req. in CA,CT,ME,MD,MI,NJ,DC)

Home Depot U.S.A., Inc. ("Home Depot") or Authorized 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.

1. Service Provider Contact Information

Jason Pimenta
Service Provider Contact Name

Superior Fence & Rail of Brevard County
Service Provider Company Name

(407) 279-0273
Phone #

jason.p@fencingbrevard.com
Service Provider Email Address

15-FE-CT-00041
Service Provider License #(s)

2. Customer Information

Devan
Customer Last Name

Alena
Customer First Name

6381
Store # / Branch Name

F32271072
Customer Lead/ PO#

4469 Chastain Drive
Customer Address

Melbourne
City

FL
State

32940
Zip

Home Phone# Work Phone# Cell Phone# Customer Email Address

(757) 739-4488
ad@eknitek.net

3. NOTICE OF RIGHT TO CANCEL

YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY CONTACTING THE SERVICE PROVIDER OR STORE DIRECTLY; EMAILING SERVICE PROVIDER AT:

jason.p@fencingbrevard.com

OR DELIVERING WRITTEN NOTICE TO HOME DEPOT AT:

2778 N Harbor City Blvd #102
Address

Melbourne
City

FL
State

32935
Zip

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 SERVICE PROVIDER, 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 HOME DEPOT 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: Alena Devan
Customer's Signature

3/7/2023
Date



Home Improvement Agreement Page 2

4. Description of Work to be Performed

A detailed description of the work to be performed is included in the paragraph entitled Scope of Work, Specification, Customer Summary Sheet, Quote Form, Estimate, Invoice or Measure which is included in this Agreement.

5. Anticipated Delivery Date / Installation Schedule

Approximate Start Date: 5/9/2023 Approximate Finish Date: 5/12/2023 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.

6. 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.

7. Contract Price and Payment Schedule

Payment of the Contract Price is due upon signing unless a different payment schedule is required by law, specified below or in a payment addendum.

Contract Price: \$ 4,939.18 Includes all applicable taxes. Excludes finance charges.*
Sales Tax: \$ Applied (If applicable, total amount of taxes included in Contract Price)

***Maximum deposit ONLY applicable in MD, MA, ME (33%), NJ, WI (99%)**

Deposit % 100 % Deposit Amount \$ 4,939.18 Remaining Balance \$ 0.00

8. Finance Charges

Any interest payments or other finance charges will be determined by Customer's separate cardholder or loan agreement, to which 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 payments made payable to Home Depot.

9. Acceptance and Authorization

By signing below, you authorize Home Depot to: (a) arrange for Service Provider to perform any Services 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 or permitting information may need to be provided to You later.) By signing, you acknowledge that: (i) You have read, understand, and accept this Agreement in its entirety, including the General Conditions and State Supplement, if any; (ii) You are receiving a complete copy of this Agreement; (iii) all rights and interests under this Agreement are solely vested in the person listed as "Customer" above; and (iv) Electronic signatures will be deemed originals for all purposes.

X Alena Devan 3/7/2023
Customer's Signature Date
X /s/ The Home Depot 3/7/2023
The Home Depot Digital Signature Date

For questions related to your installation, contact Service Provider at
For any other concerns, contact The Home Depot at 1-800-466-3337

(407) 279-0273



License Numbers

License numbers held by or on behalf of HOME DEPOT, U.S.A., INC .:

AL: 05972, 06238, 51289, 1924, 16036, EMP-5701; **AK:** CONE25084; **AZ:** ROC092581, ROC252435; **AR:** 228160519, MP6616; **CA:** 602331; **CO:** ME-30122, EC-7930, PC.0003126, MP.00190074; **CT:** HIC.533772, ELC.0203352-E1, HTG.0406972-D1, PLM.0288547-P1 **DE:** HM-0000772, PL-0002473; **DC:** 410517000372, DRM300281, PL-0002473; **FL:** EC0001440, EC13007199, CGC1514813, CGC1522717, CGC061641, CRC046858, CAC1813767, CAC1818831, CFC1426021, CCC1331113, CCC1331130, CCC058300; **GA:** GCCO005540, RBCO005730, EN216765, GAREGCN208589; **GU:** CLB-08-0124, R-0514-0062; **HI:** CT-22120; **ID:** 005190, RCE-19683, 022877, 024086, 024087, 022876; **IL:** 104017473; **IN:** PL11700034; **IA:** C091302, 24602, 24602; **KS:** 16-009627; **KY:** CE65260, ME65140, HM05813, M7838; **LA:** 883162, 43690, 43690, 557308, 43960, 883162, LMP 6987, LMNGF9285; **ME:** See link above; **MD:** 13793, 85434 42144, 76141, 404011589; **MA:** 9875, 112785, CS-107774; **MI:** 2102119069, 2101089942; **MN:** BC147263, EA731567, MB732457, PC147263, PM-093715, PM-093716; **MS:** 22222-MC; **MO:** See link above; **MT:** 37730, ELE-EM-LIC-31718, PLU-PM-LIC-13784; **NE:** 26085, 33118; **NV:** 38686, 84011, 84052, 82439, 82440, 82441, 82442; **NH:** 4324, GFE0802907, MBE1801069; **NJ:** 13VH09277500, 34EB0158400, 34EI0158400; **NM:** C86302; **NY:** See link above; **NC:** 31521, U.30834, 34277, 33747; **ND:** 29073, M-3759, 1634, 1636, 1638; **OH:** 46992, 46992; **OK:** 106339, 0135514, 80003095; **OR:** 95843; **PA:** PA142212; **PR:** SJ-14328-CN; **RI:** 9480, 8422; **SC:** GLG110120, CLG.110120, M104779; **SD:** EC3363, Wal-MD-R1104-16-1963-C, FLM-TX-R1108-16-1965C; **TN:** 47781, 47781, 47781, 3899, 3877; **TX:** TECL24447, TICL113, TACLA1574C, TACLB14980C, M16451; REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, P. O. BOX 12157, AUSTIN, TEXAS 78711, 1-800-803-9202, 512-463-6599; WEBSITE: WWW.TDLR.TEXAS.GOV; RESPONSIBLE MASTER PLUMBER RICHARD W. MOORE, JR., LICENSE M16451 STATE BOARD OF PLUMBING EXAMINERS, 919 EAST 41ST STREET P.O. BOX 4200 AUSTIN, TEXAS 78745 1-800-845-6584; WT4195; DALLAS BU120698; **VI:** See link above; **UT:** 286936-5501, 286936-5501; **VT:** PM04663; **VA:** 2705068841; **WA:** HOMED088RH, MOOREJR934LN, HOMEDDU825KQ, WASHICR849P6; **WV:** WV036104, WV036104, WV036104; **WI:** 1046796, 1375416, DC-030700030; **WY:** C-40136



CUSTOMER AND SERVICE PROVIDER RESPONSIBILITIES

✓ CONFIRM THE FENCE LOCATION / APPROVE THE FENCE LINE

PROPERTY OWNER is responsible for approving the exact location of the fence line and advising installer of all easements and placement of the fence if a permit is not required.

- Fence installer is not responsible for costs associated with removing / relocating fences where fence line / property lines were not properly identified before installation.
- The Home Depot recommends having a survey done to ensure the new fence does not encroach on neighboring properties and complies with local building codes / setback requirements.

✓ SECURE PERMITS AND OTHER APPROVALS

FENCE INSTALLER will help facilitate the process of securing a permit, if required (**PROPERTY OWNER** is responsible for permit costs).

PROPERTY OWNER is responsible for securing approval from Homeowners Association (HOA) and any other relevant organizations that govern community design guidelines and requirements.

- Additional charges may apply if the fence installation is modified or cancelled due to HOA regulations after the project has begun.

✓ UNDERSTAND AND IDENTIFY UNDERGROUND OBSTACLES*

**There are some underground items and obstacles that only the property owner can identify. The service provider is not responsible for damage to unmarked items.*

FENCE INSTALLER will contact local utility provider(s) to have utility lines marked (if this service is provided in your city).

- **FENCE INSTALLER** will not remove dirt displaced during post hole digging (approximately two feet deep).
- Additional machinery may be required for “hard dig” conditions, such as tree roots, hard clay, boulders, rock shelf, etc.
- A “hard dig” is the last resort for proper installation of your fence. Each posthole that requires use of heavy machinery may incur an additional charge.
- Heavy machinery may include but is not limited to: motorized auger, jackhammer and / or manual digging bar.

PROPERTY OWNER is responsible for using brightly colored spray paint to mark the locations of other underground obstacles, including but not limited to:

- Additional electric lines (not managed or marked by utility provider(s)) that supply power to lamp posts, walkway / yard lighting, wiring for pools, sheds, wells, etc.;
- Sprinkler and other water lines that feed swimming pool(s) or other structures;
- French drains or related water lines / drainage systems; and / or
- Any other electrical, water or cable locations that the utility provider(s) are not responsible for identifying.

✓ CLEAR LANDSCAPING AND OTHER ABOVE-GROUND OBSTACLES

**Fence installer is not responsible for removing landscaping or other above-ground items located within 2 ft. of either side of the approved fence line. If property owner requires assistance, additional charges may apply.*

PROPERTY OWNER is responsible for clearing a path 2 ft. wide on either side of the approved fence line, including but not limited to:

- Cut back overgrowth of trees, shrubs, etc. to allow 2 ft. on either side of the new fence line up to a height of 6 ½ ft.;
- Remove trees and shrubs located within 2 ft. of the new fence line; and
- Make sure all pets are secured before installation begins.

✓ BE PRESENT AND AVAILABLE BEFORE / DURING / AFTER THE BUILD

PROPERTY OWNER will plan to be physically present at the beginning and end of the installation for walkthrough, questions and confirmed approval. Please also expect and prioritize phone calls from your installer during the build to ensure alignment and review of maintenance requirements.

- **FENCE INSTALLER** will require access to an electrical outlet and exterior water faucet.



CUSTOMER AND SERVICE PROVIDER RESPONSIBILITIES



ADDITIONAL CHARGES?

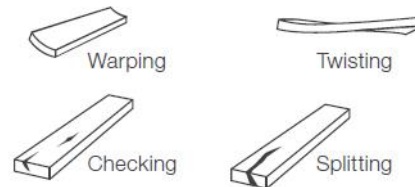
- Early cancellation: \$150 fee applies if contract is cancelled after the 3-day rescission period
- Permitting: fence installer may help facilitate the permit but is not responsible for associated costs
- Late modifications: fence is removed / relocated because utilities and / or property lines were not identified correctly before work began
- HOA delay / cancellation: installation is modified or cancelled after the job has begun due to HOA
- Hard dig: each posthole that requires use of heavy machinery may incur an additional charge of:
\$45.75 per hole
Heavy machinery may include but is not limited to: motorized auger, jackhammer and / or manual digging bar
- Clearing of fence line: to clear 2 f ft on either side of the fence line may incur an additional charge of:
\$91.50 per hour
- Design change: approved fence design / materials selection is adjusted by property owner

Wood Fences

Frequently Asked Questions

How will my wood fence perform in weather conditions?

The following are all weathering characteristics of wood regardless of treatment: Swelling, Shrinking, Mildew Growth, Graying, Warping, Twisting, Checking and Splitting.



Can I prevent weathering from occurring?

Even a well maintained fence can experience these natural defects. However, the extent can be significantly reduced through a maintenance plan.

Maintenance tips to maximize the life of your fence

- Cleaning with a mildewicide will keep your fence bright; Apply to your new fence for maximum preventative impact within 90 days of your fence installation.
- Apply a topical sealant for surface protection. Do not use multi-coat paint system. Repainting has to be preceded by scraping and sanding. Instead, choose a pigmented or clear outdoor wood sealer.
- To slow down the graying process, regularly apply a water repellent finish with ultraviolet stabilizer and follow the manufacturer's instructions.
- Based on exposure to sun or foliage, it may be sufficient to clean and coat every year. Reapply an outdoor wood sealer that contains both water repellent and ultraviolet stabilizer.

PLEASE SIGN YOUR NAME TO VALIDATE THAT YOU AGREE WITH THE CUSTOMER AND SERVICE PROVIDER RESPONSIBILITIES

X

Alena Devan

3/7/2023

(Customer's Signature)

(Date)

For routine matters regarding: scheduling, changes to installation, product, custom orders, warranty requests or concerns with actual install, first contact your Service Provider at (407) 279-0273 If your Service Provider is unable to assist or if your concerns remain unresolved, please contact Home Depot at 1-800-466-3337.



The Home Depot General Terms & Conditions

1. **DEFINITIONS:** “Agreement” means **(I)** the Home Improvement Agreement between You and Home Depot, **(II)** the following listed documents, and **(III)** any documents referenced in or attached to any of the following listed documents: **(a)** any Change Orders; **(b)** the State Supplement, if any; **(c)** these General Terms and Conditions (“General Conditions”); **(d)** extended installation warranty documents, if any; and **(e)** the Scope of Work. “Defect” means any Services that are found to be non-compliant with manufacturer’s installation instructions. “Home” means the real property, fixtures and any physical improvements where the Services are performed. “Services” means **(i)** the delivery and furnishing of goods, equipment, materials, and hardware; and **(ii)** any related labor and services, including without limitation, construction, consultation, fabrication, erection, installation, inspection, maintenance, repair, and testing. “Scope of Work” means a detailed description of work or Services to be performed, including, but not limited to, any quotes, schedules, invoices, specification sheets, proposals, confirmation emails or otherwise. “Service Provider” means an independent contractor, authorized by Home Depot, and its employees, agents, and subcontractors. “Work Area” means any property, buildings, or structures necessary for the staging, temporary storing and performance of the Services. “You”/“Your” means the customer identified in the Agreement
2. **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, unsafe or, materially changes the Scope of Work. Unless specifically contracted to do so, neither Home Depot nor Service Provider is obligated to repair such pre-existing hazardous or unsafe conditions.
3. **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 will not be assigned by You without first receiving Home Depot’s written consent, which may be denied in Home Depot’s sole discretion.
4. **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 Access to Your Home. Safe Access means safe and complete access to the Work Area, including, without limitation: **(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) No Performance:** 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.



The Home Depot General Terms & Conditions

5. **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 Order**”). A Change Order will 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 will become part of this Agreement, subject to all of the terms of the Agreement. Change Order 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 cause the Work Area not to have Safe Access, Home Depot may immediately ask for a Change Order or discontinue the Services without further obligation to You. Home Depot may also ask for a change order in the event of errors or omissions in measurements or quantities used to determine the Contract Price. If You decline a Change Order request, You or Home Depot may terminate this Agreement.
6. **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 will pass to You when paid in full by (1) You or (2) the Service Provider as part of the Services. Title to any other materials or goods provided by Service Provider will pass to You upon completion of the Services.
7. **WARRANTY LIMITATION ON WARRANTIES AND DAMAGES:** (a) **Warranty:** Unless otherwise stated in the Agreement, Home Depot warrants for 1 year from the completion date (the “**Warranty Period**”) that all Services will: (i) be performed with good workmanship and (ii) conform to the requirements of the Agreement. During the Warranty Period and within a reasonable time after receiving notice from You of a warranty claim, Home Depot may, at its sole discretion (I) correct or replace each Defect, (II) authorize the correction or replacement of each Defect; or (III) remove each Defect and refund all or a proportional amount of the Contract Price thereof to You; *provided, however*, that all warranties are voided if (1) anyone other than Home Depot or Service Provider performs work upon or otherwise modifies any materials or Services provided under this Agreement; or (2) You fail to pay Home Depot in full as provided in this Agreement. Any warrantable corrections, replacements or repairs made in accordance with this Agreement will not extend the Warranty Period. (b) **Limitation on Warranties:** THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE STRICTLY LIMITED TO THE FOREGOING EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH IN THE WARRANTY SECTION OF THE AGREEMENT, 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, ACTS OF GOD, 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. (c) **Limitation on Damages.** Home Depot will not be liable to YOU for indirect, incidental, special, punitive or consequential damages RESULTING FROM PERFORMANCE OF THE SERVICES, including, BUT NOT LIMITED TO, damages for lost opportunities, OR lost profits.
8. **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 Safe Access to perform the Services, or if either party terminates the Agreement because You decline a Change Order request resulting from unforeseen, hazardous, or unsafe conditions or conditions that materially changes the Scope of Work, then You will 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.



The Home Depot General Terms & Conditions

9. **CHOICE OF LAW; SEVERABILITY:** This Agreement will be governed by and interpreted in accordance with the laws of the State where the Project is physically located. 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 will 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.
10. **ENTIRE AGREEMENT:** This Agreement is the final, integrated, and exclusive expression of the parties' understanding, which supersedes all prior offers, orders, 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 will be admissible to contradict or vary any term in the Agreement.
11. **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.
12. **RETURNS:** Custom order merchandise (i.e., goods that are custom made, uniquely altered, colormatched, shaped, sized, or otherwise uniquely designed or fitted to the requirements of a particular space) is non-returnable, and its Contract Price cannot be refunded unless Home Depot or Service Provider **(1)** incorrectly ordered item, or **(2)** damaged item beyond repair. Special or custom order merchandise may be returned, and a refund for all or part of the Contract Price provided, in the discretion of Home Depot. Please contact The Home Depot for additional details concerning returns.
13. **AGREEMENT/SERVICE ORDER COMMUNICATION PREFERENCES:** You can visit www.homedepot.com > In-Store Special Orders at any time to access Your account for the following: **(1)** Update Your Agreement/Service Order Communication Preferences (email, text, Auto Call); **(2)** Contact Home Depot for order assistance; **(3)** View latest order status; or **(4)** Take action to schedule pickup for Your Service Orders. To **stop** any of the following communications You may visit www.homedepot.com > In-Store Special Orders to access Your account to update Your Agreement/Service Order Communication Preferences, contact The Home Depot, and take action on orders. If You signed up to receive updates about Your Agreement/Service Order(s) via: **(a) Text Message Communications**, 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). Call 1-877-467-2581 or 1-800-466-3337 for help; **(b) 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; or **(c) Email Communications**, 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.
14. **LEAD PAINT:** Homes built prior to 1978 may require additional testing to determine if lead paint is present, and additional precautions if lead paint is present. You will be informed by Your Service Provider of any additional costs resulting from lead paint requirements prior to performing the Work. For additional information, visit www.epa.gov/lead/renovation-repair-and-painting-program.



FLORIDA SUPPLEMENT

Devan	Alena	6381	F32271072
Customer Last Name	Customer First Name	Store # / Branch Name	Lead/Customer Order #
Jason Pimenta			
Salesperson's Name (if any)			

The terms and conditions of this Supplement apply to all Home Depot Home Improvement Agreements in Florida 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 Florida Supplement, the terms of this Supplement shall control.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

You may pay in full the amount due under this Agreement at any time before it is due. If You pay in full the amount due under this Agreement before it is due, Home Depot and Service Provider must release all security interests that were created at the time this Agreement was signed or during the performance of the work. You are entitled to receive a written receipt at any time You make a cash payment. Upon completion of the work, a completion certification must be prepared by Service Provider and signed by both You and Service Provider. The payments that You make under this Agreement may not be accelerated unless You are in default under this Agreement. Notwithstanding anything in this Agreement to the contrary, the prevailing party in a legal action brought under the Agreement will not be entitled to attorney's fees and costs.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: CONSTRUCTION INDUSTRY LICENSING BOARD, 1940 N. MONROE STREET, TALLAHASSEE, FLORIDA 32399-0784. TELEPHONE: 850-487-1395.

LONG LEADTIME MATERIALS

You acknowledge that the Services may include materials that require several weeks or months to obtain. Home Depot will advise You of any long leadtime materials required for the Services, and of any changes in the anticipated dates for starting and completing the Services caused by material delivery. You agree that Home Depot may defer obtaining permits and starting work on the Services until Home Depot or its Service Provider receives the required materials.

DADE COUNTY RESIDENTS ONLY

WARNING TO OWNER: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT THE FOLLOWING PERSONS ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM THE PERSONS LISTED BELOW OR PROVIDED TO YOU BY HOME DEPOT EVERY TIME YOU PAY YOUR CONTRACTOR:

For all agreements for repair, improvement, reconstruction, or remodeling of any structure of Group R (residential) occupancy exceeding \$5,000 and that involves work permits:



YOU ARE ADVISED THAT THE COUNTY CONSTRUCTION TRADES QUALIFYING BOARD AND THE BUILDING AND ZONING DEPARTMENT OF MIAMI-DADE COUNTY, AND THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION MAY HAVE INFORMATION ON FILE CONCERNING THE FINANCIAL RESPONSIBILITY AND ANY COMPLAINTS AND INVESTIGATIONS PERTAINING TO THE WORK OF THIS CONTRACTOR. THE PUBLIC RECORDS OF THE COUNTY ARE AVAILABLE FOR INSPECTION AND COPYING.

YOU ARE ALSO ADVISED THAT THIS CONTRACTOR HAS PUBLIC LIABILITY INSURANCE AND WORKERS COMPENSATION INSURANCE THROUGH

WORKERS COMPENSATION

NAME OF COMPANY: INDEMNITY INSURANCE
COMPANY OF NORTH AMERICA

POLICY NO # WLRC67825287

EXPIRES: 03/01/2022

LIMITS: \$1,000,000 USD

GENERAL LIABILITY

NAME OF COMPANY: OLD REPUBLIC
INSURANCE COMPANY

POLICY NO #MWZY314574

EXPIRES: 03/01/2022

LIMITS: \$1,000,000 USD

YOU ARE ADVISED THAT IN ORDER TO PROTECT YOURSELF, YOU MAY REQUEST THAT THIS CONTRACT ALLOW FOR PAYMENTS TO THE CONTRACTOR TO BE CONDITIONED UPON THE CONTRACTOR OBTAINING AND PASSING MANDATORY INSPECTIONS.

YOU ARE ADVISED THAT YOU MAY PAY THE COST OF PURCHASING A CONTRACTOR'S PAYMENT BOND OR OTHER SECURITY, TO COVER PAYMENTS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS, IN THE EVENT THIS CONTRACTOR FAILS TO DO SO, A COPY OF THOSE DOCUMENTS WHICH PROTECT YOU WILL BE FURNISHED UPON REQUEST, IF YOU SO WISH TO PURCHASE SUCH PROTECTION.

YOU ARE ADVISED THAT IN ORDER TO PROTECT YOURSELF, YOU MAY REQUEST THAT THIS CONTRACT CONTAIN A WORK COMPLETION DATE, IN THE ABSENCE OF A COMPLETION DATE, YOU MAY REQUEST THAT INTERIM MILESTONES OR TIME PERIODS BE ESTABLISHED FOR COMPLETION OF PORTIONS OF THE WORK. WITH LIMITED EXCEPTIONS PROVIDED BY LAW, THE WORK YOU ARE CONTRACTING FOR MUST BE PERFORMED BY A STATE OF FLORIDA CERTIFIED CONTRACTOR OR A MIAMI COUNTY CERTIFIED CONTRACTOR WHO IS ALSO REGISTERED WITH THE STATE.

YOU ARE FURTHER ADVISED THAT IF, AFTER OBTAINING A PERMIT FOR THE WORK, YOUR CONTRACTOR TERMINATES THIS PROJECT WITHOUT JUST CAUSE OR FAILS TO PERFORM WORK WITHOUT JUST CAUSE FOR 30 CONSECUTIVE DAYS, THE PROJECT MAY BE CONSIDERED ABANDONED. ABANDONMENT CONSTITUTES A PENALTY FOR WHICH A CONTRACTOR MAY BE DISCIPLINED BY THE STATE OR BY THE COUNTY.

NOTICE TO OWNER REGARDING CONSTRUCTION LIENS

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.



NOTICE OF CANCELLATION

Date of Transaction:* **3/7/2023** Lead/Customer Order # **F32271072**

*The date of transaction is the later of the date printed above or 3 business days after You sign the Agreement

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the date of transaction.

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 canceled.

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, deliver, or email a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram, to:

spacecoast@fencingbrevard.com
(Email Address/ Fax # of seller or seller's authorized representative)
Superior Fence & Rail of Brevard County, Inc
(Print/type name of seller or seller's authorized representative)
2778 N Harbor City Blvd #102 **Melbourne** **FL** **32935**
(Address) (City) (State) (Zip)

NOT LATER THAN MIDNIGHT OF:

Friday, March 10, 2023
(Date – THREE (3) BUSINESS DAYS from the date of transaction)

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

(Buyer's printed name)



NOTICE OF CANCELLATION (required duplicate)

Date of Transaction:* Lead/Customer Order #

*The date of transaction is the later of the date printed above or 3 business days after You sign the Agreement

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the date of transaction.

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 canceled.

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, deliver, or email a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram, to:

(Email Address/ Fax # of seller or seller's authorized representative)

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

(Address) (City) (State) (Zip)

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)