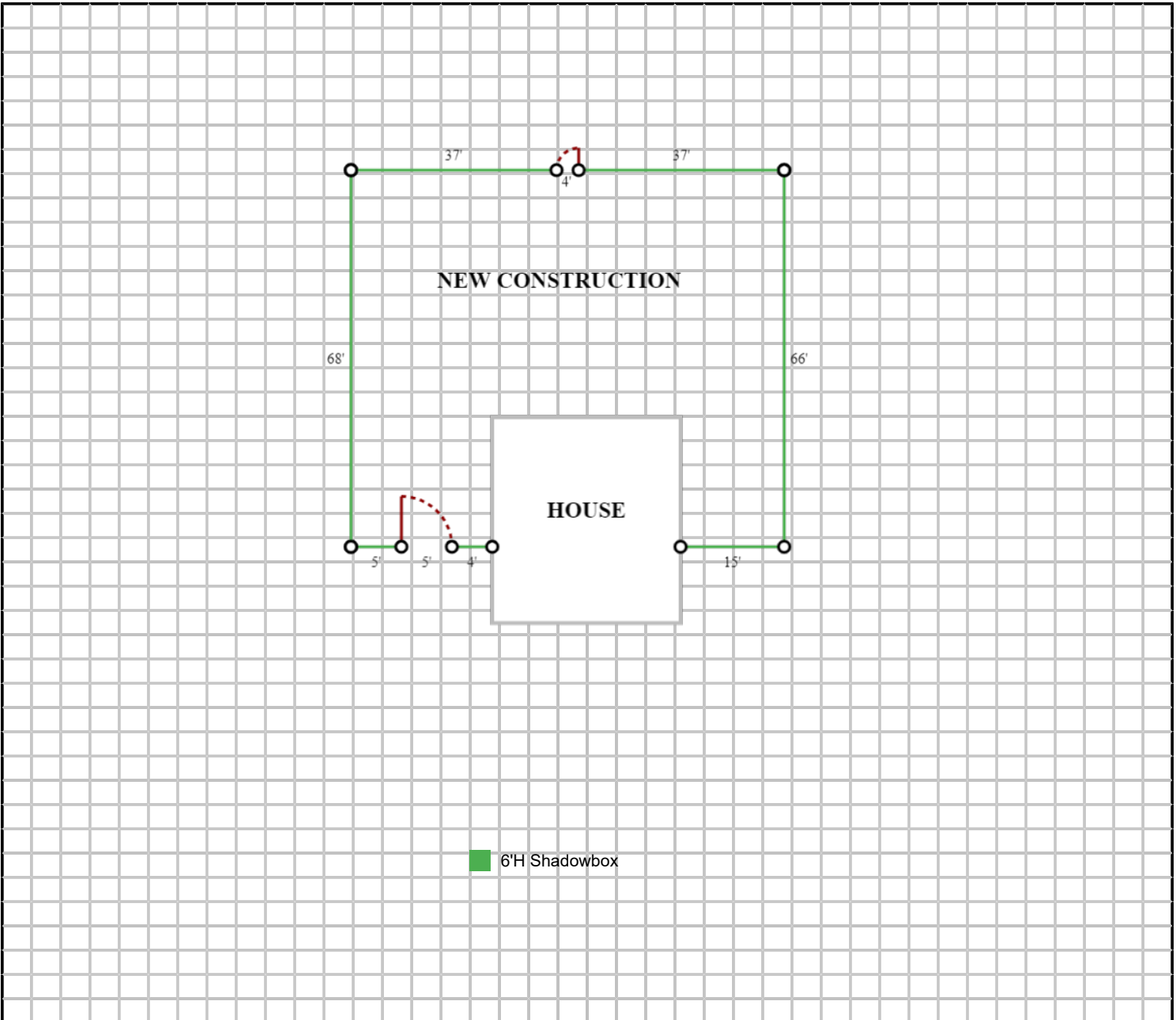




## Fencing Quote/Specification

Home Depot License #'s - For the most current listing visit [www.Homedepot.com/LicenseNumbers](http://www.Homedepot.com/LicenseNumbers)

<input type="text" value="Chris Mason"/> <b>Salesperson Name</b>		<input type="text"/> <b>Registration # (Req. in CA,CT,ME,MD,MI,NJ,DC)</b>	
<input type="text" value="Bass"/> Customer Last Name	<input type="text" value="Martha"/> Customer First Name	<input type="text" value="0802"/> Store # / Branch Name	<input type="text" value="1-146215094098"/> Customer Lead/ PO#
<input type="text" value="431 Shepard St."/> Customer Address		<input type="text" value="Gulf Shores"/> City	<input type="text" value="AL"/> State
<input type="text" value="6628016865"/> Home Phone#	<input type="text"/> Work Phone#	<input type="text"/> Cell Phone#	<input type="text" value="36542"/> Zip
		<input type="text"/> Cross Street 1	<input type="text"/> Cross Street 2

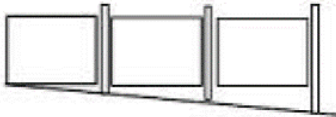
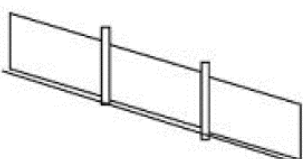
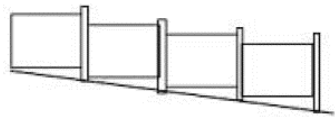




## Fencing Quote/Specification

<b>Bass</b>	<b>Martha</b>	<b>0802</b>	<b>1-146215094098</b>
Customer Last Name	Customer First Name	Store # / Branch Name	Customer Lead/ PO#
<b>431 Shepard St.</b>		<b>Gulf Shores</b>	<b>AL 36542</b>
Customer Address		City	State Zip
<b>6628016865</b>			
Home Phone#	Work Phone#	Cell Phone#	Cross Street 1 Cross Street 2

### FENCE INSTALLATION RELATED TO GRADE:

	LEVEL	FOLLOWING FLOW	STEPPED INSTALLATION
	 <p>FENCE TO BE LEVEL WITH HIGHEST GRADE (CUSTOMER TO FILL IN GAPS)</p>	 <p>SLIGHTLY UNEVEN GRADE WITH FENCE FOLLOWING FLOW OF GROUND FENCE WILL BE UNEVEN AT TOP</p>	 <p>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)</p>
<b>OPTION 1</b>	LEVEL	X FOLLOWING FLOW	STEPPED INSTALLATION
	Material: <b>Wood</b>	Footage: <b>232</b>	Style: <b>Shadowbox</b>
	Height: <b>6 feet</b>	Color: <b>N/A</b>	If Gates: <b>2</b>
	Post Cap: <b>See Notes</b>	Picket Type: <b>5/8" x 5-1/2"</b>	Rail Type: <b>2 x 4 x 16</b>
	Post Type: <b>4 x 4 x 8</b>		Estimate: <b>\$7,673.57</b>
<b>OPTION 2</b>	LEVEL	FOLLOWING FLOW	STEPPED INSTALLATION
	Material:	Footage:	Style:
	Height:	Color:	If Gates:
	Post Cap:	Picket Type:	Rail Type:
	Post Type:		Estimate:
<b>OPTION 3</b>	LEVEL	FOLLOWING FLOW	STEPPED INSTALLATION
	Material:	Footage:	Style:
	Height:	Color:	If Gates:
	Post Cap:	Picket Type:	Rail Type:
	Post Type:		Estimate:

**This quote is valid for 30 days**

### NOTES:

Job Notes: customer is getting her own permit



## Fencing Quote/Specification

<input type="text" value="Bass"/>	<input type="text" value="Martha"/>	<input type="text" value="0802"/>	<input type="text" value="1-146215094098"/>	
Customer Last Name	Customer First Name	Store # / Branch Name	Customer Lead/ PO#	
<input type="text" value="431 Shepard St."/>		<input type="text" value="Gulf Shores"/>	<input type="text" value="AL"/>	<input type="text" value="36542"/>
Customer Address		City	State	Zip
<input type="text" value="6628016865"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
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	<input type="text" value="7,673.57"/>	Additional cost options and the prices in this column to the selection
Demolition Amount	<input type="text" value="n/a"/>	Take down and haul away old fence
Permit Cost	<input type="text" value="n/a"/>	
Misc. Amount	<input type="text" value="n/a"/>	(Explain in <b>NOTES</b> section below)
Subtotal	<input type="text" value="7,673.57"/>	
Sales Tax	<input type="text" value="Applied"/>	
Total Amount	<input type="text" value="7,673.57"/>	

☒ Stock Product      Special Order Product

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

☒         
(Customer Signature)      (Date)

**NOTES:**



## Home Improvement Agreement: Page 1

Home Depot License #'s - For the most current listing visit [www.Homedepot.com/LicenseNumbers](http://www.Homedepot.com/LicenseNumbers)

45878, 1924, 22442, 24752, 03010, 51289, 16036, '05972

Chris Mason

**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.

### Service Provider Contact Information

Superior Fence & Rail of Pensacola, Inc.

**Service Provider Contact Name**

Superior Fence & Rail of Pensacola

**Service Provider Company Name**

8507067710

**Phone #**

homedepot@fencingpensacola.com

**Service Provider Email Address**

NA

**Service Provider License #(s)**

### Customer Information

Bass

**Customer Last Name**

Martha

**Customer First Name**

0802

**Store # / Branch Name**

1-146215094098

**Customer Lead/ PO#**

431 Shepard St.

**Customer Address**

Gulf Shores

**City**

AL

**State**

36542

**Zip**

6628016865

**Home Phone#**

**Work Phone#**

**Cell Phone#**

mabass1@olemiss.edu

**Customer Email Address**

### 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:**

homedepot@fencingpensacola.com

**OR DELIVERING WRITTEN NOTICE TO HOME DEPOT AT:**

2906 Avalon Blvd.

**Address**

Milton

**City**

FL

**State**

32583

**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:**

Martha Bass

**Customer's Signature**

3/15/2021

**Date**



## Home Improvement Agreement Page2

### Description of Work to be Performed

A detailed description of the work to be performed is included in the paragraph entitled Scope of Work or Specification which is included in or with this Agreement.

### Anticipated Delivery Date / Installation Schedule

Approximate Start Date: 6/7/2021 Approximate Finish Date: 6/10/2021 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. I do ☒ do not consent to receive only electronic records related to this transaction.

### 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: \$ 7,673.57 Includes all applicable taxes. Excludes finance charges.\*  
Sales Tax: \$ Applied (If applicable, total amount of taxes included in Contract Price)  
Total Sale Amount: 7,673.57 Includes taxes

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

Deposit % 100 Deposit Amount \$ 7,673.57 Remaining Balance \$ 0.00

### 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.

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

### 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 Martha Bass 3/15/2021  
Customer's Signature Date  
X Chris Mason 3/15/2021  
The Home Depot Digital Signature Date

**For questions related to your installation, contact Service Provider at 8507067710**

**For any other concerns, contact The Home Depot at 1-800-466-3337**



## 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:  

50          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 t on either side of the fence line may incur an additional charge of:  

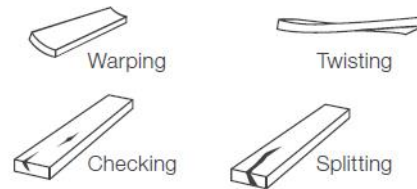
50          per          hour
- Design change: approved fence design / materials selection is adjusted by property owner

## 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 Martha Bass 3/15/2021  
 (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 8507067710. 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 the Home Improvement Agreement between You and Home Depot, plus **(a)** any Change Orders; **(b)** the State Supplement, if any; **(c)** these General Terms and Conditions (“General Conditions”) and any documents referenced in or attached to any of the foregoing. “Defect” means any Services that are found not to be as warranted. “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. “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 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.

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 shall 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 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. A 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. 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 shall 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 shall pass to You upon completion of the Services.

**7. WARRANTY AND LIMITATION ON WARRANTIES:** **(a) Warranty:** Unless otherwise stated in the Agreement, Home Depot warrants for 1 year from the completion date that all Services shall **(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 option **(i)** correct or replace each Defect, or **(ii)** remove each Defect and refund the full purchase 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 as provided in this Agreement. **(b) Limitation on Warranties:** THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE STRICTLY LIMITED TO THE FOREGOING EXPRESS WARRANTIES CONTAINED IN PARAGRAPH 7A, 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, 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.

**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 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.



## The Home Depot General Terms & Conditions

**9. CHOICE OF LAW; SEVERABILITY:** This Agreement shall 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 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.

**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 shall 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 purchase price cannot be refunded unless Home Depot or Service Provider **(1)** incorrectly ordered item, or **(2)** damaged item beyond repair. 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 Your store for additional details concerning returns.

**13. AGREEMENT/SERVICE ORDER COMMUNICATION PREFERENCES:** You can visit [www.homedepot.com](http://www.homedepot.com) > MyAccount at any time to access Your account for the following: **(1)** Update Your Agreement/Service Order Communication Preferences (email, text, autodialed/prerecorded call); **(2)** Contact Home Depot for order assistance; **(3)** View latest order status; or **(4)** Take action to schedule pickup for Your Service Orders. By providing Your phone number or email address as part of this Agreement or a Service Order, or if You otherwise signed up to receive updates about Your Agreement/Service Order(s) You consent to receive multiple messages from and on behalf of Home Depot and its Service Providers per order (including current and future orders), including via automated or pre-recorded technology, to the phone number(s) or email address(es) You provided. The total number of messages received depends on: (i) Your Communication Preferences (email, text, autodialed/prerecorded call); (ii) the number of orders placed; and (iii) order activity and may include survey messages. Standard message and data rates may apply. Not all carriers covered. You can text STOP to stop receiving Order Updates via text message (You will be sent a confirmation message). You can press 9 during a pre-recorded call to stop receiving Order Updates via autodialed/prerecorded call. **Call The Home Depot at 1-800-466-3337 for help.**



## Proposal for Fencing Installation



### NOTICE OF CANCELLATION

Date of Transaction: Mar / 15 / 2021

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

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 Superior of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Superior 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 Superior regarding the return shipment of the goods at Superior's expense and risk.

If you do make the goods available to Superior and Superior does not pick them up within (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 Superior, or if you agree to return the goods to Superior and fail to do so, then you remain liable for any performance of the obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to

**Chris Mason**

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

Superior Fence & Rail of Pensacola  
2906 Avalon Blvd.  
Milton, FL 32583  
8507067710

I HEREBY CANCEL THIS TRANSACTION

(Buyer's name)

(Buyer's signature)

Date