

**FLORIDA SUPPLEMENT**

(Customer's Last Name/First Name)	(Store No.)	(Order No.)

(Salesperson's Name, if any)

The terms and conditions of this Supplement apply to all Home Depot (interchangeably referred to as "The 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.

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

**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.

**DADE COUNTY RESIDENTS ONLY: Warning—Under Florida law, Your failure to make sure that Home Depot and Service Provider (including any and all subcontractors retained by Service Provider) are paid may result in a lien against Your property and force You to pay twice. To avoid a lien and paying twice, You must obtain a written release from Home Depot, Service Provider, and and/all subcontractors retained by Service Provider every time You pay Home Depot. For all agreements for repair, improvement, reconstruction, or remodeling of any structure of Group 1 (residential) occupancy exceeding \$5,000 and that involves work permits:**

You are advised that the County Construction Trade Qualifying Board and Building and Zoning Department of Miami-Dade County and the State of Florida Department of Business and Professional Regulation may have information concerning the financial responsibility and any complaints and investigations pertaining to Home Depot and/or Service Provider. The County's public records are available for inspection and copying. You are further advised as follows: to protect Yourself, You may request that this agreement allow for payments to Home Depot to be conditioned upon Home Depot obtaining and passing mandatory inspections; You may pay the cost of purchasing a payment bond or other security (and may obtain copies of same upon request), to cover payments to subcontractors and material suppliers, in the event Home Depot fails to do so; You may request that interim milestones or time periods be established for completion of portions of Installation.

### **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 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 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 TO OWNER**

- a. Do not sign this home improvement contract in blank.
- b. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.
- c. This home improvement contract may contain a mortgage or otherwise create a lien on your property that could be foreclosed on if you do not pay. Be sure you understand all provisions of the contract before you sign.

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_  
(Date)

**NOTICE OF CANCELLATION**

\_\_\_\_\_  
(Print/type date of transaction)

\_\_\_\_\_  
(Contract number)

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

**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 cancelled.**

**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 or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, TO**

\_\_\_\_\_  
(Print/type name of seller or seller’s authorized representative)

**AT**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Print/type address for receipt of Cancellation Notice)

**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)

**NOTICE OF CANCELLATION (required duplicate)**

\_\_\_\_\_  
(Print/type date of transaction)

\_\_\_\_\_  
(Contract number)

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(Print/type address for receipt of Cancellation Notice)

**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)