

## Utah Supplement

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

The terms and conditions of this Supplement apply to all Home Depot (interchangeably referred to as "The Home Depot") Home Improvement Agreements in Utah 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 Utah Supplement, the terms of the Supplement will control.

### **NOTICE TO CUSTOMER REGARDING RIGHT TO CANCEL IF INSURANCE CLAIM DENIED**

(U.C.A. 1953 § 13-50-203)

Utah Code Section 13-50-202 provides that if, when you signed this contract, the residential contractor knew or should have known that you intended that all or part of the contract would be paid with proceeds of a property and casualty insurance policy, you may cancel this contract within five business days after the day on which you receive written notification from your property and casualty insurer that your claim, or a portion of your claim, has been denied.

You may cancel this contract by sending written notice to the Home Depot at \_\_\_\_\_  
\_\_\_\_\_ (contractor mailing address).

See attached Notice of Cancellation for an explanation of this right.

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

**NOTICE OF CANCELLATION**

If your property and casualty insurer denies your claim, or a portion of your claim, to pay for the repair work to be provided under this contract, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written cancellation notice to the Home Depot at \_\_\_\_\_ (address where contractor receives notice) any time within five business days after the day on which you receive written notice from your property and casualty insurer that your claim, or a portion of your claim, for coverage of the repair services described in this contract has been denied.

If you cancel, any payments made by you under the contract will be returned within 10 business days after the day on which the residential contractor receives your written cancellation notice, except that the residential contractor may retain or collect the reasonable value of any repair work actually performed, if you expressly instructed the residential contractor to perform the repair work without waiting for notice of coverage from your property and casualty insurer.

**I HEREBY CANCEL THIS TRANSACTION.**

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

\_\_\_\_\_  
(Customer Signature)

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

**PROTECTION AGAINST LIENS AND CIVIL ACTION**

(Utah Admin. Code r. 156-38a-108)

Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met:

- (1)(a) The owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer;
  - (b) The original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and
  - (c) The owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or
- (2) The amount of the general contract between the owner and the original contractor totals no more than \$5,000.
- (3) An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at [www.dopl.utah.gov/rllf](http://www.dopl.utah.gov/rllf).

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

**BUYER'S RIGHT TO CANCEL FOR HOME SOLICITATION SALE**

(U.C.A. 1953 § 70C-5-103)

If this agreement was solicited at your residence or place of employment and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the third business day after you sign this agreement. The notice must be mailed to the Home Depot at:

---

(Address)

**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)

**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)