

## WASHINGTON SUPPLEMENT

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

  

(Salesperson's Name, if any)

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

### **DISCLOSURE STATEMENT / NOTICE TO CUSTOMER**

If any supplier of materials used in Your construction project or any employee of Service Provider or subcontractor is not paid by Home Depot, Service Provider, or any subcontractor on Your job, Your property may be liened to force payment. If you wish additional protection, You may request Home Depot and/or Service Provider to provide You with original "lien release" documents from each supplier or subcontractor on Your project.

If this Agreement takes the form of a retail installment contract it may, however, unlike in a typical retail installment contract in this state, be secured by use of a mortgage on the real property contained in a separate document.

This contractor is registered with the state of Washington, Registration No. \_\_\_\_\_, and has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is \_\_\_\_\_.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT. This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000.00, or up to \$6,000.00 for non-residential customers that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT. You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED. If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to cover or secure payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it.

General information is also available from the state Department of Labor and Industries.

**I have received a copy of this disclosure statement.**

Dated this \_\_\_\_\_ day of the year \_\_\_\_\_.

Signature of Customer: \_\_\_\_\_

The contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years and produce a signed or electronic signature copy of the disclosure statement to the department upon request. For more information, please refer to RCW 18.27.114.

**Special Provisions for Contracts Including Roofing and/or Siding**

- (1) The work to be performed is as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- (2) The grade, quality, or brand name of materials to be used is: \_\_\_\_\_  
\_\_\_\_\_.
- (3) The dollar amount of the contract (or the portion of the contract) for roofing and/or siding is: \_\_\_\_\_  
\_\_\_\_\_.
- (4) The name and address of the roofing or siding salesperson is: \_\_\_\_\_  
\_\_\_\_\_.
- (5) The name, address, and contractor's registration number of the roofing or siding contractor is: \_\_\_\_\_.
- (6) The portions of the work is to be subcontracted to another person or entity are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- (7) If the homeowner intends to obtain a loan in order to pay for all or part of the amount due under the contract, the homeowner shall initial this agreement below:

I intend to obtain a loan in order to pay for all or part of the amount due under the contract.  
Initials: \_\_\_\_\_

**CUSTOMER'S RIGHT TO CANCEL**

**IF YOU HAVE INDICATED IN THIS CONTRACT THAT YOU INTEND TO OBTAIN A LOAN TO PAY FOR ALL OR PART OF THE WORK SPECIFIED IN THE CONTRACT, YOU HAVE THE RIGHT TO CHANGE YOUR MIND AND CANCEL THIS CONTRACT WITHIN THREE DAYS OF THE DATE WHEN THE LENDER PROVIDES YOU WITH YOUR TRUTH-IN-LENDING DISCLOSURE STATEMENT OR THE DATE WHEN YOU RECEIVE WRITTEN NOTIFICATION THAT YOUR LOAN WAS DENIED.**

**BE SURE THAT ALL PROMISES MADE BY YOUR CONTRACTOR ARE PUT IN WRITING BEFORE YOU SIGN THIS CONTRACT.**

**NOTICE TO OWNER**

**IMPORTANT: READ BOTH SIDES OF THIS NOTICE CAREFULLY  
PROTECT YOURSELF FROM PAYING TWICE**

To: \_\_\_\_\_ (Customer)  
Date: \_\_\_\_\_ (Contract Date)  
Re: Home Improvement Agreement No. \_\_\_\_\_ (Contract No.)  
From: \_\_\_\_\_ (Contractor Entity)

Street Address or Location of Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AT THE REQUEST OF: \_\_\_\_\_  
(Name of person(s) ordering the professional services, materials, or equipment.)

**THIS IS NOT A LIEN:** This notice is sent to you to tell you who is providing professional services, materials, or equipment for the improvement of your property and to advise you of the rights of these persons and your responsibilities. Also take notice that laborers on your project may claim a lien without sending you a notice.

**OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY**

Under Washington law, those who furnish labor, professional services, materials, or equipment for the repair, remodel, or alteration of you owner-occupied principal residence and who are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

The law limits the amount that a lien claimant can claim against your property. Claims may only be made against that portion of the contract price you have not yet paid to your prime contractor as of the time this notice was given to you or three days after this notice was mailed to you. Review page 2 of this notice for more information and ways to avoid lien claims.

**COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY**

We have or will be providing professional services, materials or equipment for the improvement of your commercial or new residential project. In the event you or your contractor fail to pay us, we may file a lien against your property. A lien may be claimed for all professional services, materials, or equipment furnished after a date that is sixty days before this notice was given to you or mailed to you, unless the improvement to you property is the construction of a new single-family residence, then ten days before this notice was given to you or mailed to you.

Sender (Contractor Entity) Name: \_\_\_\_\_  
Sender Address: \_\_\_\_\_  
Sender Telephone Number: \_\_\_\_\_

Brief description of professional services, materials, or equipment provided or to be provided:

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

**IMPORTANT INFORMATION ON  
NEXT PAGE OR REVERSE SIDE**

**IMPORTANT INFORMATION  
FOR YOUR PROTECTION**

This notice is sent to inform you that we have or will provide professional services, materials, or equipment for the improvement of your property. We expect to be paid by the person who ordered our services, but if we are not paid, we have the right to enforce our claim by filing a construction lien against your property.

- **LEARN** more about the lien laws and the meaning of this notice by discussing them with your contractor, suppliers, Department of Labor and Industries, the firm sending you this notice, your lender, or your attorney.
- **COMMON METHODS TO AVOID CONSTRUCTION LIENS:** There are several methods available to protect your property from construction liens. The following are two of the more commonly used methods.
  - **DUAL PAYCHECKS (Joint Checks):** When paying your contractor for services or materials, you may make checks payable jointly to the contractor and the firms furnishing you this notice.
  - **LIEN RELEASES:** You may require your contractor to provide lien releases signed by all the suppliers and subcontractors from whom you have received this notice. If they cannot obtain lien releases because you have not paid them, you may use the dual payee check method to protect yourself.

**YOU SHOULD TAKE APPROPRIATE STEPS TO PROTECT YOUR PROPERTY FROM LIENS.**

**YOUR PRIME CONTRACTOR AND YOUR CONSTRUCTION LENDER ARE REQUIRED BY LAW TO GIVE YOU WRITTEN INFORMATION ABOUT LIEN CLAIMS. IF YOU HAVE NOT RECEIVED IT, ASK THEM FOR IT.**

## 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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(Date – THREE (3) BUSINESS DAYS from the date of transaction)

**I HEREBY CANCEL THIS TRANSACTION.**

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

\_\_\_\_\_  
(Buyer's signature)

\_\_\_\_\_  
(Buyer's printed name)