

## Wisconsin Supplement

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(Customer's Last Name/First Name)

(Store No.)

(Order No.)

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(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 Wisconsin 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 Wisconsin Supplement, the terms of the Supplement will control.

Pursuant to Wis. Stat. § 423.201, *et seq.*, the following notice applies to You if Your Home Improvement Agreement (a) Is initiated by face-to-face solicitation from Home Depot away from Home Depot's regular place of business, or by mail or telephone solicitation from Home Depot directed to you; and (b) Is consummated, or in which Your offer to contract, or other writing evidencing the transaction, is received by Home Depot away from Home Depot's regular place of business and involves the extension of credit or is a cash transaction in which the amount you pay exceeds \$25.00.

### **CUSTOMER'S RIGHT TO CANCEL A CONSUMER APPROVAL TRANSACTION**

**You may cancel this agreement by mailing a written notice to the Home Depot at \_\_\_\_\_ before midnight of the third business day after you signed this agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by the seller for your records.**

### **NOTICE FOR WORK RELATED TO PROPERTY INSURANCE POLICY CLAIMS**

(Wisc. Stat. § 100.65)

Please indicate whether, to the best of your knowledge, the work contemplated by this Home Improvement Agreement is related to a claim under a property insurance policy:

\_\_\_\_\_ YES, to the best of my knowledge, the work contemplated by this contract is related to a claim under a property insurance policy.

\_\_\_\_\_ NO, to the best of my knowledge, the work contemplated by this contract is not related to a claim under a property insurance policy.

Customer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Residential Contractor's Signature: \_\_\_\_\_

If you indicated "YES" above, You may cancel this contract at any time before midnight on the third business day after you have received written notice from your insurer that the claim has been denied in whole or in part under the property insurance policy. See the attached notice of cancellation form for an explanation of this right.

**Wisconsin Supplement (Customer Copy)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
(Customer's Last Name/First Name)	(Store No.)	(Order No.)

<input type="text"/>
(Salesperson's Name or Identifier)

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**CUSTOMER'S RIGHT TO CANCEL A CONSUMER APPROVAL TRANSACTION**

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**NOTICE FOR WORK RELATED TO PROPERTY INSURANCE POLICY CLAIMS**

(Wisc. Stat. § 100.65)

Please indicate whether, to the best of your knowledge, the work contemplated by this Home Improvement Agreement is related to a claim under a property insurance policy:

\_\_\_\_\_ YES, to the best of my knowledge, the work contemplated by this contract is related to a claim under a property insurance policy.

\_\_\_\_\_ NO, to the best of my knowledge, the work contemplated by this contract is not related to a claim under a property insurance policy.

Customer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Residential Contractor's Signature: \_\_\_\_\_

If you indicated "YES" above, You may cancel this contract at any time before midnight on the third business day after you have received written notice from your insurer that the claim has been denied in whole or in part under the property insurance policy. See the attached notice of cancellation form for an explanation of this right.

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

**NOTICE OF CANCELLATION**  
**FOR WORK RELATED TO PROPERTY INSURANCE POLICY CLAIMS**  
**(Wisc. Stat. § 100.65)**

If you are notified by your insurer that the claim under the property insurance policy has been denied in whole or in part, you may cancel the contract by personal delivery or by mailing by 1st class mail a signed and dated copy of this cancellation notice or other written notice to (name of contractor) at (contractor's business address) at any time before midnight on the third business day after you have received the notice from your insurer. If you cancel the contract, any payments made by you under the contract, except for certain emergency work already performed by the contractor, will be returned to you within 10 days following receipt by the contractor of your cancellation notice.

**I CANCEL THIS CONTRACT.**

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

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

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

**NOTICE CONCERNING CONSTRUCTION DEFECTS**  
**(Wisc. Stat. § 101.148)**

**Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer.**

**Section 895.07(2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.**

**NOTICE REGARDING LIEN RIGHTS**  
**(Wisc. Stat. § 779.02(2))**

**AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

**NOTICE REGARDING RIGHT TO RECEIVE LIEN WAIVERS**  
**(Wis. Adm. Code § ATCP 110.025)**

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors.

For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or [www.datcp.wi.gov](http://www.datcp.wi.gov).

Customer's Initials: \_\_\_\_\_

# Wisconsin “Right to Cure Law”

The “Right to Cure Law” provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the “Right to Cure Law” process before arbitration or before legal action.

The 2005 Wisconsin Act 201, the “Right to Cure Law,” says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims.

Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs. Claims may be made by owners, tenants, or property associations.

This document highlights some of the provisions of the “Right to Cure Law”, and is not a complete description of the law, and is not a substitute for legal representation.

## Notice Concerning Construction Defects

**Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.**

## More Highlights

- Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.
- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.
- Access must be provided in a timely fashion for inspections, tests, and repairs.
- Additional claims made or discovered after an original claim, are treated as separate in terms of time and process.
- There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier.
- Failure by the claimant, contractor, or supplier to follow the “Right to Cure Law” can result in delay or dismissal of legal or arbitration actions.

The Department Safety and Professional Services prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the “Right to Cure Law” process, by the state’s court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection.

The Department Safety and Professional Services does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Industry Services Division at 608-266-2112, or TTY 800-947-3529.

## **Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers**

*Step One: Notice of Claim*—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

*Step Two: Contractor’s Response*—The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

*Step Three: Claimant’s Response*—If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

*Step Four: Contractor’s Supplemental Response*—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

*Step Five: Claimant’s Response*—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.

Rev. 9/14

# 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 name of seller or seller's authorized representative)

**AT**

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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)