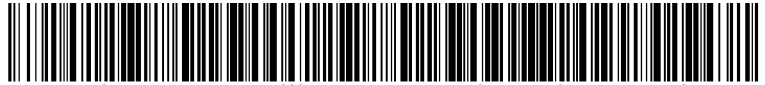




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Home Improvement Agreement: Water Heater

The Installation Professional named below will furnish, install and service the equipment listed below at the price, terms and conditions as outlined on this form.

License#	Exp. Date (mm/dd/yyyy)	Proposal Date (mm/dd/yyyy)	City	State	Zip
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Home Depot Information:

Lead#	Store#	HD Vendor#
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Customer Information:

First Name	Last Name	Address		
Home Phone#	Work Phone#	City	State	Zip
Email				

Proposed Water Heater SKU:

Service Provider Information:

Installation Professional	Address
Tank Description:	
Water Pressure Check (Maximum Pressure of 80 PSI):	Yes No Pressure Tested at

Site Inspection:

Existing Conditions:

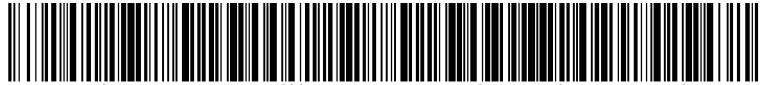
Type of existing water pipe:	Other:
State the condition of the existing pipe:	
Location of existing water heater:	
Is location of proposed unit the same as the existing location?	
Is existing water heater leaking?	

Customer Care: 1-877-467-2581

Home Depot U.S.A. Inc., 2455 Paces Ferry Road, N.W. Bldg. B-3, Atlanta, Georgia 30339



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Home Improvement Agreement: Water Heater

The Installation Professional named below will furnish, install and service the equipment listed below at the price, terms and conditions as outlined on this form.

Electric Water Heater:	YES	NO
Existing dedicated 220 Amp supply / breaker		
Is existing electrical supply line protected by conduit?		
Is the main breaker visible from existing water heater location?		
If main breaker is NOT visible, is there a dedicated outlet or a lock-out breaker?		
Gas Water Heater:	YES	NO
Is existing combustion air supply adequate for proposed unit?		
Is existing exhaust vent adequate for proposed unit?		
Are existing gas supply lines adequate for proposed unit?		
Are code upgrades required?	Yes	No
(If Yes, describe in Scope of Work)		

Scope of Work: (attach additional description if necessary)

NOTICE TO OWNER: DO NOT SIGN THIS CONTRACT IF BLANK. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN.	Total Investment	<input type="text"/>
	Taxes	<input type="text"/>
	Total Amount	<input type="text"/>

Notice of Cancellation form received _____ :Initial	Termination clause reviewed: _____ :Initial
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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 (Adobe Acrobat Version 7.0.8 or later) formatted documents. By initialing this paragraph, I consent to receive only electronic records related to this transaction.

:Initial

Acceptance and Authorization: By signing below, You authorize Home Depot to (a) arrange for Installation Professional to perform Installation and/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. (Installation Professional's/permitting information may need to be provided to You later.) By signing, You acknowledge that You have read, understand, and accept this Agreement in its entirety, including the General Terms and Conditions. You further acknowledge receiving a complete copy. Keep it to protect Your legal rights.

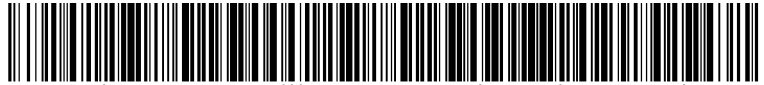
X	<input type="text"/>	<input type="text"/>
	Customer's Signature	Date (mm/dd/yyyy)
X	_____	_____
	Co-Signer (if applicable)	Date (mm/dd/yyyy)
X	<input type="text"/>	<input type="text"/>
	Installation Professional Signature	Date (mm/dd/yyyy)

Customer Care: 1-877-467-2581

Home Depot U.S.A. Inc., 2455 Paces Ferry Road, N.W. Bldg. B-3, Atlanta, Georgia 30339



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Oklahoma Supplement

First Name

Last Name

Store #

Lead #

The terms and conditions of this Supplement apply to, and are expressly made a part of, the attached Agreement between You and Home Depot U.S.A., Inc. (interchangeably referred to as "The Home Depot" or "Home Depot").

Services are provided by The Home Depot authorized independent installation professionals. License number(s) held by or on behalf of HOME DEPOT U.S.A., INC.: OK #91910, #126128. License Numbers may be subject to change in accordance with local or state government processes. For the most current listing of License Numbers held by or on behalf of Home Depot U.S.A., Inc., please visit www.homedepot.com/licensenumbers.

NOTICE TO OWNER

YOU ARE HEREBY NOTIFIED THAT ANY PERSON PERFORMING LABOR ON YOUR PROPERTY OR FURNISHING MATERIALS FOR THE CONSTRUCTION, REPAIR, OR IMPROVEMENT OF YOUR PROPERTY WILL BE ENTITLED TO A LIEN AGAINST YOUR PROPERTY IF HE IS NOT PAID IN FULL, EVEN THOUGH YOU MAY HAVE PAID THE FULL CONTRACT PRICE TO YOUR CONTRACTOR. THIS COULD RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE. THIS LIEN CAN BE ENFORCED BY THE SALE OF YOUR PROPERTY. TO AVOID THIS RESULT, YOU MAY DEMAND FROM YOUR CONTRACTOR LIEN WAIVERS FROM ALL PERSONS PERFORMING LABOR OR FURNISHING MATERIALS FOR THE WORK ON YOUR PROPERTY. YOU MAY WITHHOLD PAYMENT TO THE CONTRACTOR IN THE AMOUNT OF ANY UNPAID CLAIMS FOR LABOR OR MATERIALS. YOU ALSO HAVE THE RIGHT TO DEMAND FROM YOUR CONTRACTOR A COMPLETE LIST OF ALL LABORERS AND MATERIAL SUPPLIERS UNDER YOUR CONTRACT, AND THE RIGHT TO DETERMINE FROM THEM IF THEY HAVE BEEN PAID FOR LABOR PERFORMED AND MATERIALS FURNISHED.

Notice of Cancellation

(print/type date of transaction mm/dd/yyyy)

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.

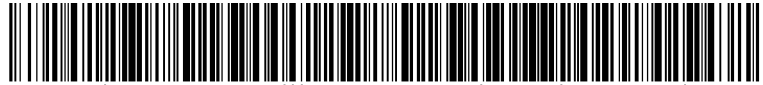
(Buyers's name)

(Buyers's signature)

(Date mm/dd/yyyy)



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Terms & Conditions

Definitions: You/Your means the customer identified above. Installation means the installation services specified in this Agreement. Installation Professional or Professional means an independent contractor authorized by Home Depot (licensed and insured as required by Home Depot and applicable law) and the contractor's employees, agents and subcontractors. Agreement means this Special Services/Home Improvement Agreement between You and Home Depot U.S.A., Inc. (interchangeably referred to as Home Depot), which includes this page, the General Terms and Conditions following this page, the State Supplement, the Invoice or Specifications and any other documents expressly made a part of this Agreement. Please see this Agreement's General Terms and Conditions for additional definitions.

Scope: This Agreement is between You and Home Depot. Under this Agreement, Home Depot does not perform Installation, but arranges for Installation Professional to do so directly or through Installation Professional's specialty subcontractors. Home Depot does not provide, or arrange for, architectural/engineering services or structural changes to dwellings. You will not pay anything to Professional, although Professional may present this Agreement to You for Your review and signature and/or collect Your payment(s) to Home Depot on Home Depot's behalf. Installation is limited to and, subject to any Change Order, will be completed in substantial accordance with the attached Invoice or Specifications. The State Supplement, if any, contains important additional terms, conditions, and information specific to Your state.

Professional's Responsibilities: Professional will complete Installation in a workmanlike manner. Professional will not start, conduct, alter, or finish Installation except in accordance with applicable law. Professional will either not start, or will immediately discontinue, Installation upon discovery of unforeseen physical or hazardous conditions at Your service address. Neither Home Depot nor Professional will attempt to repair such conditions. Neither Home Depot nor Professional are responsible for identifying property lines, easements, covenants or other legal encumbrances Your service address may be subject to. Neither Home Depot nor Professional will make any modifications to Your security system, if You have one. Professional will obtain any required permits and provide the permit numbers if required or if otherwise requested by You.

Your responsibilities: You agree to pay Home Depot for merchandise delivery and/or Installation according to the terms and conditions of this Agreement. If Your service address is subject to any easements, covenants or other legal encumbrances that could affect Installation, You agree to let Home Depot or Professional know about them before Installation. You agree to facilitate the location of underground/overhead utility lines. You are responsible for identifying property lines. You agree to ensure that work areas are free of preexisting hazards, i.e., unsafe physical conditions or environmental hazards and building/zoning code violations. You agree to allow Professional access to work areas during working hours and provide Professional with access to sanitary facilities or pay the facilities' rental costs. You agree to ensure that if You have a security system, it does not interfere with Installation. You agree to provide power to, and, as applicable, climate control in, work areas. You agree not to allow unattended minors at Your service address while Professional is present. You agree to control pets and keep them away from work areas. You agree to keep posted permits on display at all times. You agree that if You or anyone You control interferes with or delays Installation, You may be subject to transportation/storage charges or other resulting charges. You agree not to assign or transfer this Agreement. You agree any claims against Home Depot or Professional under this Agreement should be made to Home Depot within thirty (30) calendar days of the date You first become aware of a problem. (Home Depot will attempt resolution of any claim(s) within sixty (60) calendar days of receiving Your notice.) YOU ASSUME THE RISK AND THE FULL LIABILITY OF ASSISTING HOME DEPOT OR PROFESSIONAL WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.

Changes and Change Orders: Home Depot, at Your request, may arrange for Professional to perform additional work, subject to a Change Order, subject to additional charges payable by You to Home Depot. Any changes to Installation, i.e., a substitution of materials or an expansion of the scope of the work, will require You, Home Depot and Professional to first sign a written Change Order that will become part of this Agreement. Any Change Order must be clear in scope and specify any additional payment(s) and/or changes in anticipated start/finish dates. Following discovery of previously undisclosed/unidentified legal encumbrances on Your premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions such as the presence of underground or overhead utility lines, rocks, roots, buried debris, mold, asbestos, lead paint, or any conditions differing from what You represented, Home Depot may immediately ask for a Change Order or discontinue Installation without further obligation to You. If You decline a Change Order request, You or Home Depot may terminate this Agreement as set forth below.

Credit Card Transactions: Your separate cardholder agreement (to which Home Depot is NOT a party) will determine the total cost of Your purchase if by credit card, including any initial payment/deposit You may make and all interest charges and fees. You will be further subject to Your cardholder agreement's terms and conditions.

Financed Transactions: If You are financing this transaction in whole or in part, Your separate loan agreement (to which Home Depot is NOT a party) will determine: (i) the

amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

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 Installation and before making any further payments, You should request from Professional 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.

LIMITED WARRANTY: HOME DEPOT WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE YEAR FROM ITS COMPLETION DATE. DURING THE WARRANTY PERIOD, HOME DEPOT WILL REPAIR AT NO CHARGE TO YOU, ANY DEFECTS DUE TO FAULTY WORKMANSHIP. HOME DEPOT'S WARRANTY DOES NOT COVER DAMAGE CAUSED BY ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CARE/CLEANING. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. HOME DEPOT WILL ASSIST YOU WITH WARRANTY CLAIMS AGAINST MANUFACTURERS. THIS WARRANTY PROVIDES YOU WITH SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

CANCELLATION: YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO HOME DEPOT BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING. 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 Professional, 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.

Termination: You may terminate this Agreement at any time after providing Home Depot with ten (10) or more business days' advance written notice. If You breach this Agreement, or following discovery of previously undisclosed legal encumbrances on Your premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions such as the presence of mold, asbestos, lead paint, or any other conditions differing from what You represented, Home Depot may immediately terminate the Agreement without further obligation to You. In either event, You agree to pay Home Depot the costs of materials, labor and services provided by Home Depot and/or Professional through the date/time of termination, plus any other amounts allowed under applicable law.

Notice to Texas residents: Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us.

Returns: Special order merchandise that is custom made, i.e., uniquely altered, color-matched, shaped, sized, or otherwise uniquely designed or fitted to accommodate the requirements of a particular space or environment (some representative examples are cabinetry, countertops, floor coverings, tiling, and window treatments) is non-returnable and its purchase price cannot be refunded unless incorrectly ordered by Home Depot or Professional, or unless damaged beyond repair in delivery or by Professional. Please contact Your store for additional details concerning returns.

Entire Agreement: You understand this Agreement constitutes the entire understanding between You and Home Depot and may only be amended by a Change Order signed by Home Depot (or by Installation Professional or its authorized representative on Home Depot's behalf) and You. This Agreement expressly supersedes all prior written or verbal agreements or representations made by Home Depot, Installation Professional, You, or anyone else. Except as set forth in this Agreement, You expressly agree there are no oral or written representations or inducements, express or implied, in any way conditioning this Agreement.

Questions or Concerns About Installation or Your Order? If this Agreement covers an installation, first contact Professional at the telephone number appearing on the preceding page. Your store should also be able to assist You if You have any difficulty contacting Professional. If Professional and Your store are unable to answer Your questions or if Your concerns remain unresolved, Home Depot Customer Care stands ready to assist You at 1-800-HOMEDEPOT and may also be contacted in writing at the address given below. Please note that You should be communicating with Professional and/or Your store (as applicable) rather than with Customer Care regarding routine matters such as scheduling, changes to Installation, Your order of special order/custom made merchandise and any initial concerns about the service You are receiving.

License Copy: License numbers held by or on behalf of HOMEDEPOT, U.S.A., Inc.: TX # TACLB-14980C, TACLB-16712C and TACLA-1574C. Go to homedepot.com/licensenumbers for a complete list of license numbers.

Customer Care: 1-877-467-2581
Home Depot U.S.A. Inc., 2455 Paces Ferry Road, N.W. Bldg. B-3, Atlanta, Georgia 30339