

**WORK ORDER ("ORDER")**

**HOME DEPOT U.S.A., INC. ("Home Depot") d/b/a THE HOME DEPOT PRO ("PRO")**

CUSTOMER INFORMATION		PROVIDER INFORMATION	
<b>Customer Name:</b>	Lima One Capital	<b>Contact Name:</b>	HOME DEPOT USA, INC.
<b>Contact Name:</b>	Patrick Cordell	<b>Contact Phone:</b>	1-770-433-8211
<b>Contact Phone:</b>		<b>Address:</b>	2455 PACES FERRY ROAD
<b>Contact Email:</b>	pcordell@limaone.com		ATLANTA, GA 30339
<b>Billing Address:</b>			
	1629 Hartford Ave		
<b>Project Name:</b>	St Paul, MN, 55116		
<b>Project No.:</b>			
<b>Jobsite Name:</b>			
<b>Jobsite Address:</b>			

  

Order #	Date
P0000193224	November 12, 2020

**Note:** Quote is valid for up to 30 days from the above date.

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**Salesperson Name:** Patrick Cordell Registration No. (if applicable): \_\_\_\_\_

1. This Order incorporates by reference the Supply and Services Purchase Order Terms and Conditions, Services and Supply Purchase Agreement, or Customer Service Agreement, as applicable, that are attached hereto.
2. **PRICE.** Customer will pay the following price, subject to adjustments: \$226,730.15 . The Price is subject to adjustment based on the costs associated with obtaining required permit(s), if any.
3. **SCOPE OF WORK.** Home Depot will perform the following scope of work ("**Work**"):

ITEM #	CATEGORY	SCOPE OF WORK	QTY	COST
1	Sales Clean	Thorough, professional cleaning of the entire interior post repairs includes, toilets, sinks, counters, cabinets, showers, floors, and appliances. Includes but not limited to: Interior: Floors swept and mopped - Wall ceilings and corners free of cobwebs, bugs, etc. - All light fixtures have bulbs - Sinks, counter tops and cabinets wiped down - Appliances (microwave, range hood, range, refrigerator) interior cleaned and exterior wiped down - Vents and returns cleaned - Mirrors cleaned - Bathtubs, showers and toilets cleaned - Property should smell clean, air fresheners can be used - Ceiling fans cleaned - Fireplace cleaned	1	\$350.00
2	Exterior	Clean out gardens at front and back of house, repair edging/retaining wall block and spread mulch, trim trees from home.	0	\$400.00
3	Exterior	Install paver walkway at back steps to garage where missing 48" x 120"	0	\$905.00
4	Siding	Siding missing at second story addition . Install building paper, metal lathe and three coat (scratch, brown and finish) stucco. Basic float finish 720 SqFt	720	\$7,936.00
5	Siding	Soffit and fascia missing at second story. Install new aluminum soffit and fascia to match existing. 240 Lft	240	\$3,670.00
6	Siding	Stucco at front of house is worn and water damaged, stucco at chimney damaged, stucco at missing windows damaged. Damaged stucco will be repaired/patched.	0	\$1,300.00
7	Paint	After stucco repairs are complete paint all stucco. Basic labor to paint stucco house with favorable site conditions - remove loose paint, spot prime and caulk edges, gaps. Roll / brush 2 coats of paint on siding. Trim extra. Includes planning, equipment and material acquisition, area preparation and protection, setup and	2988	\$5,276.00

		cleanup.2988 SqFt		
8	Environmental -Structural	CMU foundation block water damaged at front corner. Patch crumbling block at front corner	0	\$900.00
9	HVAC	2 chimney caps missing, Install 2 chimney caps	0	\$100.00
10	Exterior	Seal thermo bi-pass at AC line set	0	\$25.00
11	Exterior	Seal expansion joint at east side of house were rear addition meets existing	0	\$90.00
12	Roof	Gutters and down spouts are missing at east and west side.Remove existing incomplete gutters and install 160 lft of new seamless aluminum gutters and down spouts at east and west eaves only	30	\$1,800.00
13	Fences	Wood fence gate at front and back are damaged and will be repaired.	0	\$180.00
14	Fences	Fence at back west side is falling over. Fence will be taken down new posts set and fence reinstalled. 22Lft	22	\$696.00
15	Siding	Siding at west and east side of garage is touching the ground. Remove earth from both side of garage to meet code	0	\$375.00
16	Doors	Garage entry door is damaged and will be replaced. 32" 6 panel	0	\$480.00
17	Siding	Repair damaged fascia at east side of garage. 10 Lft	10	\$96.00
18	Doors	Interior Panel White Smooth, 2 Panel Square, Prefinished White, Hollow Core Edge Prep Mortised for hinges Jamb 4 9/16" [2x4 construction] Frame White finish - engineered wood core Hinge Satin Nickel Door Stop Ranch 21 interior doors, 1 louvered bi-fold at mud room, 5 solid 2 panel slabs at upstairs bedroom closets and master bath, 14 pre-hung 2 panel solid doors, and 1 pocket door	0	\$4,800.00
19	Doors	Supply and install decorative exterior door at back entry	0	\$1,295.00
20	Doors	Supply and install new full glass storm door at back entry, Store SKU #977326, Andersen 36 in. x 80 in. 3000 Series White Right-Hand Fullview Easy Install Aluminum Storm Door	0	\$400.00
21	Carpentry	Front entry door and storm door are custom are in very poor condition. Doors will be removed and taken off site to be repaired. After doors are repaired the will be reinstalled and compliant weather stripping installed.	0	\$1,750.00
22	Insulation	Seal thermo bi-passes, install batt insulation in 2x4 walls on 1st floor to meet code, install vapor barrier 1335 SqFt **estimate does not include a basement energy wall and if City requires additional costs will be needed.**	1335	\$2,705.00
23	Insulation	Seal thermo bi-passes, install batt insulation in 2x6 walls on 2nd floor to meet code, install vapor barrier 1335 SqFt	1335	\$2,705.00
24	Insulation	Seal thermo bi passes, install poly and blow in attic insulation to achieve a R49 rating or higher 1300 SqFt includes installing ventilation shoots.	1300	\$2,640.00
25	Carpentry	Supply and install 1808 Lft of Pre-finished White MDF Colonial Base, door, and window moulding. 1/2"x 3 1/4" base. 7/16" x 2 1/4" casing	1808	\$9,116.00
26	Cabinets	Supply and install white melamine closet at master bedroom double walk in closet	0	\$1,665.00
27	Paint	Seal prime new drywall 9285 Sqft	9285	\$2,748.00
28	Flooring	Refinish hardwood floors main level 740 Sqft	740	\$2,639.00
29	Walls - Ceilings	Hang mud and tap walls and ceilings 9285 SqFt	9285	\$16,730.00
30	Walls - Ceilings	Texture ceilings throughout. 2520 SqFt	2520	\$3,508.40
31	Windows	Supply and install new windows to match existing. 27 total 5 damaged basement and 1 damaged kitchen windows are only existing windows to be replaced other 21 windows are missing and will be replaced with 20 JELD-WEN W-2500 Series	0	\$15,998.00

		Bronze Painted Clad Wood Double Hung Window w/ Natural Interior and Screen and 1 JELD-WEN Bronze picture window.		
32	Paint	Paint fireplace brick white	0	\$240.00
33	Carpentry	Patch sub floor at kitchen where wall was removed	0	\$216.00
34	Carpentry	Framing repairs, framing throughout is substandard and non code compliant, rafters cut for stairway to 2nd level and not headered or supported, not 36" at top of stairs in direction of travel, 2nd story loads not carried to foundation. Demo and relocate, re-frame stairs to 2nd level, Carry load to foundation at kitchen beam,	0	\$7,657.00
35	Carpentry	Supply and install wire closet shelves at 2 entries and 4 bedrooms 30ft	30	\$260.00
36	Paint	Basement foundation block walls are musty and paint is peeling. Wall will be scraped and deep cleaned. 1064 SqFt	1064	\$860.00
37	Plumbing	Master plumber with required additional St Paul license to install all new plumbing, 50 gal power vent water heater, 3 full baths, laundry at main level back entry and kitchen, dishwasher, sink and frig water line.	0	\$11,600.00
38	HVAC	CAT II required- Existing furnace installed to heat north addition only and main trunk has been removed. Install new furnace, supply and return ducting and new registers to sever whole house.	0	\$12,150.00
39	HVAC	CAT II required- Clean and orsat test furnace/boiler burn. Check all controls for proper operation. Check heat exchanger for leak; provide documentation from a licensed contractor that the heating unit is safe.	0	\$210.00
40	HVAC	CAT II required- eliminate boiler and all related equipment . Satisfy CAT II HVAC #2,3,4,12,13,14	0	\$330.00
41	HVAC	CAT II required- Supply and install dryer vent to code	0	\$132.00
42	HVAC	CAT II required- supply and install combustion air supply	0	\$114.00
43	HVAC	CAT II required- plumb and support all gas plumbing	0	\$300.00
44	HVAC	CAT II required- After all repairs are complete clean air ducts and provide documentation from licensed duct cleaner.	0	\$420.00
45	Electrical	CAT II required- Upgrade panel to 200 amp and re wire whole house including all lights outlets switches dryer range cable and phone. Electrical finishes comparable with 3200 SqFt SPEC home.	3200	\$20,000.00
46	Carpentry	Install shelving at kitchen pantry	0	\$140.00
47	Carpentry	Sub floor at hall up, bath up and master bed closet was install over missing decking leaving voids causing bouncy floor. Pull up sub floor install decking where missing and install new sub flooring prior to carpet and tile install. sheets	0	\$410.00
48	Bath	Supply and install mirrors for 3 bathrooms	3	\$300.00
49	Siding	Supply, set up, take down and haul away scaffolding for second story stucco. 4 days	0	\$700.00
50	Other	Supply working drawing and signed engineering drawings for permit and repairs.. Complete set of new drawing required by City for permitting. We have obtained Working drawings and SE drawing that were used to pull permit back in 2018. City has confirmed they will issue new permit if new set of 12/12/18 drawings are submitted with building permit application. If City rescinds its approval to complete build using 12/12/18 drawing additional cost will be needed.	0	\$200.00
51	Paint	Scope: Includes painting of all walls, ceilings, closets wood trim and doors for proper coverage . Includes minor sheetrock repairs and all labor and materials. Includes replacement or cleaning of like-new switch and outlet cover plates and door stops and removal of existing window treatments (curtains, drapes, blinds). Spec: Paint pattern comprised of two colors and three tones. Ceilings: Flat finish latex white Walls: Flat finish latex - color Varies per Client Trim: Semi-gloss hard coat enamel white	2345	\$4,572.75
52	Flooring	Install 35oz Sand Dollar - Beige/Neutral, 6lb rebound pad; Includes tear-out, haul away & stairs.	1500	\$2,745.00

53	Appliances	Installation of all appliances upon delivery.	1	\$175.00
54	Other	Remove all debris from both interior and exterior. Including contents of all out buildings. Approx 20 cu yds / 4 tons.	1	\$550.00
55	Flooring	Prep and install floor tile at 3 bathrooms and front entry and closet 258 SqFt	258	\$6,284.00
56	Flooring	Prep and install LVT at kitchen, dining room, and back entry/mud room. 439 SqFt	439	\$5,820.00
57	Electrical	Hard wire and install 8 smoke detectors and 4 CO2 detectors	12	\$1,990.00
58	Cabinets	Supply and install Hampton Bay Shaker Wall Cabinets in White IAW WORKING DRAWINGS, including island, buffet, and double wall oven floor to ceiling unit, 13lf wall cabs, 28lf base, 3'x4' island, double oven cabinet	0	\$13,000.00
59	Counter Tops	Supply and install granite counter tops at kitchen, 3 baths, buffet, and mud room 105 sqft	105	\$5,940.00
60	Cabinets	Supply and install double vanity at master bath and upstairs bathroom	0	\$864.00
61	Walls - Ceilings	Supply and install white subway tile back splashes at kitchen and 2 bathrooms, Master bath sink/tub wall will be tile 40" up from finished floor. 85 sqft total	85	\$1,875.00
62	Insulation	Insulate at 1st floor rim 148 Lft. !st floor joist space in basement at perimeter of house will be insulated to meet code.	0	\$900.00
63	Stairs - Steps	Build guardrail banister at second floor stairwell 9 lft	9	\$730.00
64	Bath	FREESTANDING BATH tub similar to Bordeaux 59 in. Acrylic Flatbottom Freestanding Bathtub in White including floor mounted faucet with hand held wand	0	\$1,180.00
65	Other	Building permit and inspections	0	\$3,700.00
66	Other	Plumbing permit and inspections	0	\$1,600.00
67	Other	HVAC permit and inspections	0	\$650.00
68	Other	Electrical permit plus inspections	0	\$250.00
69	Windows	Window at back entry is broken and glazing will be replace	0	\$285.00
70	Appliances	Double, Direct Air (Upper), SC Ladder Rk; Model# PT7550SFSS	1	\$3,060.00
71	Appliances	GE 30 in. Deep Recessed Gas Cooktop, Stainless Steel (3 3/16 in H x 30 in W x 21 in D); Model# JGP333SETSS	1	\$810.00
72	Appliances	30 in. Convertible Chimney Range Hood in Stainless Steel; Model# JWV5301SJSS	1	\$314.00
73	Appliances	GE 36 in. Side-by-Side Refrigerator, 25.3 cu. ft, Energy Star, Ice Maker, Stainless Steel (69 3/4 in H x 35 3/4 in W x 33 5/8 in D); Model# GSH25JSDSS	1	\$1,170.00
74	Appliances	GE Stainless Steel Interior Dishwasher with Hidden Control in Stainless Steel; Model# GDT655SSJSS	1	\$828.00
75	Appliances	GE 1/2 HP Continuous-Feed Garbage Disposal (12 11/16 in H x 5 1/2 in W x 5 3/16 in D); Model# GFC520V	1	\$150.00
76	Appliance	Supply and install counter top GE JES1072SHSS microwave	0	\$150.00
77	Appliance	Install cook top vent hood and exhaust to the exterior.	0	\$150.00
78	Exterior	Back entry deck railings do not terminate at last step. Install new composite railing to match existing and that continues to last step to met code. 16 Lft	16	\$400.00

79	Flooring	Concrete slab at garage is cracked and heaving. Tear out garage concrete slab and pour new. 490 Sqft	490	\$8,450.00
80	Flooring	Concrete floor at basement by boiler is substandard and lifting and will be replaced 64 SqFt	64	\$1,267.00
81	Appliance	For PO 00068323--> Product Code APPLIANCE-DELIVERY	6	\$0.00
82	Appliance	For PO 00068323--> Product Code APPLIANCE-TAX	6	\$0.00
83	Other	Provide adequate access, ventilation and clearance in crawl space area. Remove hopper window at basement and install screen.	0	\$175.00
84	Other	Pfister Store SKU #1004497561, Ladera Single-Handle Pull-Down Sprayer Kitchen Faucet with Soap Dispenser in Spot Defense Stainless Steel	1	\$375.00
85	Other	Stainless steel double bowl undermount kitchen sink	1	\$375.00
86	Other	Install p trap, angle stops and 24" supply line.	5	\$500.00
87	Other	Store SKU #923715, Glacier Bay Oval Undermounted Bathroom Sink in White	5	\$460.00
88	Other	Store SKU #195157, Glacier Bay Constructor 4 in. Centerset 2-Handle Low-Arc Bathroom Faucet in Brushed Nickel	5	\$475.00
89	Other	Aquatic 60 in. x 30 in. x 72 in. Gelcoat Tub-Shower or equivalent.	3	\$1,900.00
90	Other	Store SKU #1002255413, Pfister Ladera Single-Handle 3-Spray Tub and Shower Faucet in Spot Defense Brushed Nickel (Valve Included)	3	\$530.00
91	Other	Store SKU #1001732520, Rustproof Decorative Finial 46 in. - 72 in. Aluminum Adjustable Tension No-Tools Shower Rod in Brushed Nickel	3	\$160.00
92	Other	Westbrass 2-Spray 1-3/4 in. Showerhead in Chrome 5-Pack; Polished chrome finish with clear white face	3	\$71.00
93	Other	All in one complete toilet including supply lines	3	\$645.00
94	Other	Store SO SKU #1000634542, Futura 24 in. Towel Bar in Brushed Nickel	3	\$118.00
95	Other	Store SO SKU #1000634545, Futura 30 in. Towel Bar in Brushed Nickel	3	\$144.00
96	Other	Store SO SKU #1000732417, Futura Double Post Toilet Paper Holder in Brushed Nickel	3	\$75.00
97	Other	Install or replace bathroom vanities 2 double, 1 single basic flat panel base cabinet, including door and door hardware. Finish may vary by property - specifying assortment recommended (should be stock).	9	\$1,050.00
98	Other	Entry door handle set, Dakota X Tylo, satin chrome; SKU 584893 or equivalent.	3	\$300.00
99	Other	Includes batteries for smoke & CO detectors, and light bulbs needed to complete renovation of property. Once per bid.	0	\$0.00
			<b>TAX</b>	\$0.00
			<b>TOTAL</b>	\$226,730.15

**4. CONTRACT TIME.**

A. The Contract Time is the period of time, including authorized and equitable adjustments, allotted for substantial completion of the Work. The Date of Commencement for this Work is the date of execution of this Agreement unless another date is provided here:

\_\_\_\_\_.

B. Substantial Completion is the date on which the Work, or designated portion thereof, is sufficiently complete so that the Work, or designated portion thereof, may be used, occupied and utilized for its intended purpose. The scheduled Substantial Completion date for the Work is \_\_\_\_\_, subject to adjustment by extensions provided for under the applicable agreement.

C. Final Completion Date is the actual date upon which the Work is entirely complete in accordance with this Order.

5. **PAYMENT SCHEDULE.** All payments made pursuant to this Order will be as follows:

PAYMENT DUE UPON EXECUTION : \$ \_\_\_\_\_  
PAYMENT DUE AT SUBSTANTIAL COMPLETION : \$ \_\_\_\_\_  
PAYMENTS DUE BASED ON MONTHLY PROGRESS AND SUBSTANTIAL COMPLETION : \$ \_\_\_\_\_

6. **PAYMENTS.** Customers agree to standard payment terms of net 30 days. All payments are to be made by electronic ACH, wire or check. Any other form of payment must be agreed to in writing by and between Home Depot and Customer. Customer agrees and acknowledges that interest fee of 1.5% per month will be added to any past due amounts. If a breach in payment obligations occurs, Home Depot reserves the right to revoke Customer's credit privileges, including, without limitation, PRO credit privilege.

**ACCEPTANCE AND AUTHORIZATION OF NOTICE TO PROCEED**

Acceptance of this Order, either by written or electronic signature (email), serves as a notice to proceed to Home Depot to order and arrange for the delivery and performance of the Work, and is a promise to pay for such Work. Customer agrees that this Order supersedes all prior discussions and agreements between the parties, either oral or written, relating to the Work.

**On behalf of Customer, I hereby authorize the Work.**

\fullname\  
Patrick M Cordell

\date\  
2/1/2021

\_\_\_\_\_  
Authorizing Name/Title (please print)

\_\_\_\_\_  
Date of Authorization

\signature\  


\_\_\_\_\_  
Authorizing Signature

## **SUPPLY AND SERVICES PURCHASE ORDER TERMS AND CONDITIONS**

### **1. Change Orders**

Home Depot may, without invalidating this Order, perform changes in the Work, which are within the general scope of the Work. Home Depot will notify Customer of the change to the Work and the Order will be amended or modified to account for the performance of the change to the Work. At a time mutually convenient to the Parties, the scope, price and time extension for the change to the Work will be set forth in a Change Order. A Change Order is a written order prepared by Home Depot memorializing the parties' agreement on the change, and any adjustment in the Price or Contract Time. Any adjustment in the Price or Contract Time by Change Order will be established by mutual agreement on a lump sum with sufficient information to substantiate the amount.

### **2. Indemnification and Insurance**

2.1. To the fullest extent permitted by law, each party agrees to indemnify, defend, and hold the other, including its officers, directors and employees, harmless from any and all direct losses or damages (including, without limitation, reasonable attorneys' fees, costs, and expenses) to the extent resulting from or related to any third party claim arising out of or relating to personal injury, death or property damage for any negligent, intentional or tortious act or omission of the indemnifying party in performing its obligations under this Order.

2.2. The indemnifying party will have control of the defense of an indemnity claim and will reasonably keep the indemnified party informed of all material information pertaining to the claim. The indemnified party agrees to reasonably cooperate with such defense, and the indemnifying party will not settle any such claim on behalf of the indemnified party without the prior written consent of the indemnified party.

2.3. Customer will provide property or other all-risk insurance in an amount equal to the replacement value of all Work.

### **3. Warranty and Limitation of Liability**

3.1. To the fullest extent permitted by law, Home Depot warrants the workmanship of the services performed as part of the Work for one (1) year from the completion date. Provided Customer notifies Home Depot during the warranty period, Home Depot will arrange for repair at no charge to Customer for any defects due to faulty workmanship of Home Depot. Home Depot's warranty does not cover damage caused by Acts of God, installation or repairs made by persons other than Home Depot, abuse, misuse, neglect, or normal wear and tear. FURTHER, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND HOME DEPOT DISCLAIMS ANY OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. IF THERE IS AN UNPAID BALANCE, THE HOME DEPOT MAY VOID THE WORKMANSHIP WARRANTY AT ITS DISCRETION. Merchandise and materials are specifically and exclusively covered by the terms of Section 3.2 below.

3.2. Home Depot does not provide a warranty for the products, and only the warranty given by the manufacturer, if any, will apply. Home Depot will not object to Customer seeking recourse against a product manufacturer under any manufacturer warranty terms that may apply. The parties agree that seeking recourse exclusively from manufacturers in connection with any product failures will be Customer's exclusive recourse in the event of a product failure or defect. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND HOME DEPOT DISCLAIMS ANY OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WILL APPLY.

3.3. HOME DEPOT WILL NOT BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST OPPORTUNITIES, LOST PROFITS FROM THIS ORDER OR ANY OTHER TRANSACTION, OR LOST SAVINGS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS ORDER. IN NO EVENT WILL HOME DEPOT'S LIABILITY RESULTING FROM, OR IN ANY WAY RELATING TO, THIS ORDER, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED ONE HUNDRED THOUSAND DOLLARS, EXCEPT TO THE EXTENT SUCH LIABILITIES OR DAMAGES ARE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HOME DEPOT. HOME DEPOT'S LIABILITY UNDER THIS ORDER WILL TERMINATE ONE (1) YEAR FROM WHEN A CLAIM WAS OR SHOULD REASONABLY HAVE BEEN DISCOVERED.

### **4. Unforeseen/Differing Conditions.**

4.1 The Home Depot will either not start, or will immediately discontinue, the Work upon discovery of unforeseen physical or hazardous conditions at the Project. Any changes to the Work, including but not limited to changes necessitated by undisclosed, unidentified or unforeseen conditions or legal encumbrances on Customer's premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions, including, but not limited to, the presence of underground or overhead utility lines, rocks, roots, buried debris, mold, asbestos, lead paint, or any conditions differing from what Customer represented, are subject to a Change Order, and any additional products or services included in such Change Order must be paid for in full before Work continues. The Home Depot will not attempt to remediate any such undisclosed, unidentified or unforeseen conditions and may immediately ask for a Change Order or discontinue the Work without further obligation to Customer. If Customer declines a Change Order request, The Home Depot may suspend or terminate this Order. These Change Order requirements do not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

### **5. Termination**

5.1 Either party may terminate this Order: (i) for material default, or (ii) immediately in the event the other party is adjudged bankrupt, seeks the protection of any bankruptcy court, becomes insolvent, makes an assignment for the benefit of creditors, or if a receiver is appointed over the party's business or assets. If Customer declines a reasonable Change Order request, the Home Depot may immediately terminate this Order. This Order may be terminated by either party without cause with thirty (30) days prior written notice. In case of such termination for convenience, the Home Depot will be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### **6. Dispute Resolution**

6.1. The law of the State of Georgia will govern and control this Order and any claims arising out of or relating to this Order.

6.2. In the event of any dispute relating to or arising out of this Order, the parties will attempt to resolve the dispute through mediation by the American Arbitration Association (“AAA”). Mediation will be held in Atlanta, Georgia and each party will bear its own costs and expenses and an equal share of the fees and expenses of the mediator.

6.3. If mediation is unsuccessful, disputes will be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the AAA. Any such arbitration will be held in a mutually agreeable location and each party will bear its own expenses and an equal share of the expenses of the arbitrator. The award rendered by the arbitrator(s) will be final, and judgment may be entered upon it in any court of competent jurisdiction.

## 7. Miscellaneous

7.1. Home Depot is an independent contractor. Home Depot’s employees, or other agents, will not be deemed an "employee," "agent," "servant," or "joint employee" of the Customer. As such, Home Depot’s subcontractors or suppliers will not be within the protection or coverage of Home Depot’s workers’ compensation insurance or any other insurance policy.

7.2. Each party represents that it will comply, at its expense, with the Fair Labor Standards Act, all applicable workers’ compensation, benefits, employment and immigration laws and all other laws applicable to it, its principals, employees, agents, and subcontractors.

7.3. This Order cannot be assigned by Customer without the expressed written consent of Home Depot. No provision of this Order will be deemed waived unless such waiver is in writing and signed by the waiving party.

7.4. The invalidity or unenforceability of any provision of this Order will not impair the validity or enforceability of any other provision.

7.5. Neither party will have the right to use, in any manner, the name, logos, trademarks, trade names, service marks, or other marks of the other without prior written consent from the other party.

7.6. This Order constitutes a contractual relationship between Customer and Home Depot. There are no third party beneficiaries of this Order.

7.7. The Home Depot will have the right to set-off amounts owed to it under this Order and under separate agreements between the Home Depot and Customer.

7.8. Unless otherwise expressly provided for herein, Home Depot will obtain and pay for any required permits, fees, licenses and inspections necessary to carry out and complete the Work that are customarily secured by the contractor. The cost for obtaining such permits, fees, licenses and inspections will be charged to Customer and may result in an adjustment to the Price. Customer will provide all information and assistance reasonably necessary for The Home Depot to obtain the permits required to complete the Work. Delays in the securing of permits, licenses, and inspections due to Force Majeure will be subject to the provisions of Section 8.1 below.

## 8. Force Majeure.

8.1 If performance of the Work is prevented or delayed at any time by changes ordered in the Work, unusual climatic conditions, riots, insurrection, war, terrorist attacks, sabotage, fire, acts of nature, acts of God (including, but not limited to, hurricanes, tornadoes, floods, earthquakes, and other natural disasters), epidemics, pandemics, governmental instituted quarantines, curfews, or business closures, labor disputes, the availability of Service Providers and subcontractors, damage or delay in deliveries, materials shortages and/or ordering problems, operation of law, acts of governmental authorities not related to the enforcement of laws, and ordinances, and regulations with respect to the Work (including but not limited to declarations of a state of emergency by local, state, and/or national authorities), unavoidable casualties, or other causes beyond Home Depot’s control (each a “**Force Majeure**”), Home Depot’s delayed performance or nonperformance will not be an event of default entitling Customer to any damages or compensation under this Agreement nor the right to terminate this Agreement. Performance by Home Depot will be resumed at the earliest practicable time after cessation of any Force Majeure, and the Contract Time for Substantial Completion of the Work will be extended and the Project Amount will be increased to account for any and all extra costs of labor, materials, and/or equipment, plus overhead incurred by reason of such delay, plus profit on those amounts. The Home Depot will be paid in full for all Work performed through the date of a Force Majeure event before The Home Depot is obligated to resume its Work.

8.2 If Home Depot reasonably believes that its personnel, Service Providers, and suppliers are at risk of being exposed to illness, serious injury, or death during the performance of the Work due to Force Majeure, Home Depot will have the right, at its sole discretion, to stop the Work until such time that Home Depot reasonably believes that prosecution of the Work will not endanger the safety of the foregoing personnel or other persons. A decision to Stop the Work under this Section will not be considered an act of default under this Agreement.

## 9. License or Registration Numbers Held on Behalf of Home Depot

LICENSE OR REGISTRATION NUMBERS(S) HELD BY OR ON BEHALF OF HOME DEPOT. Services provided by Home Depot and its authorized independent installation professionals. License numbers held by or on behalf of HOME DEPOT, U.S.A., INC.:

**AK:** 25084 **AL:** 51289, 1924, 05972, 6238, 16036, 51289, MPG-4348, EMP-5701 **AR:** 228160519, MP6616 **AZ:** ROC092581, ROC252435 **CA:** 602331 **CO:** 30122, EC-7930, 21167, PC.0003126, MP.00190074 **CT:** HIC.0533772, ELC.0203351-E1, HTG.0406972-D1, PLM.0288547-P1 **DC:** 410517000372, DRM300281, DPM1070 **DE:** HM-0000772, PL-0002473 **FL:** EC00001440, EC13007199, CGC1514813, CGC061641, CRC046858, CAC1813767, CAC1818831, CFC1426021, CCC1331113, CCC1331130, CCC058300 **GA:** RBCO005730, EN216765, GCCO005540, GAREGCN208589 **GU:** CLB-08-0124, R-0514-0062 **HI:** CT-22120 **IA:** C091302 **ID:** 005190, RCE-19683, 22877, 024086, 024087, 022876 **IL:** 104017473 **IN:** PL11700034 **KS:** 16-009627 **KY:** ME65140, HM05813 **LA:** 43960, 883162, 557308, LMP 6987 **MA:** 112785, CS-107774, 9875 **ME:** MS90016544 **MD:** 85434, 42144, 76141, 11589 **MI:** 2101089942, 2102119069 **MN:** BC147263, PC147263, PM-093715, PM093716, MB732457, EA731567 **MS:** 22222-MC **MT:** 37730, PLU-PM-LIC-13784 **NC:** 31521; U.30834, 33747 **ND:** 29073, M-3759, 1634, 1636, 1638 **NE:** 26085, 33118 **NH:** 14098, 0452C, 4324, GFE0802907, MBE1801069 **NJ:** 34EB0158400, 34EI0158400, 13VH09277500 **NM:** 86302 **NV:** 33118, 26085, 84011, 38686, 84052, 82439, 82442, 82440, 82441 **OH:** 46992 **OK:** 0135514, 106339, 80003095 **OR:** 95843 **PR:** SJ-14328-CN **RI:** 9480, 8422 **SC:** GLG110120, M104779, CLG.110120 **SD:** Wal-MD-R1104-16-1963-C, FLM-TX-R1108-16-1965C **TN:** 47781, 3899, 3877 **TX:** TECL-24447, TALCA-1574C, TACLB00014980C, M-16451 **UT:** 286936-5501 **VA:** 2705068841 **VT:** PM04663 **WA:** HOMED088RH, HOMEDDU825KQ, MOOREJR934LN, WASHICR849P6 **WI:** 1046796, 1375416 **WV:** WV036104 **WY:** C-4013