



Contract

Prepared for:

Marthinus Van Rensburg
162 SW Brighton CT
Fort White, Florida 32038
(912) 484-3005

Prepared by:

Richard Kahlich
(386) 719-6622
richie.g.kahlich@lowes.com



FLORIDA SERVICES SOLUTIONS INSTALLED SALES CONTRACT

LOWE'S AUTHORIZED REPRESENTATIVE	SALES ID	DATE	CUSTOMER NAME		
Richard Kahlich	1649239	10/27/2022	Marthinus Van Rensburg		
STORE NO.	STREET ADDRESS		STREET ADDRESS		
179	3463 NW BASCOM NORRIS DRIVE		162 SW Brighton CT		
CITY	STATE	ZIP	CITY	STATE	ZIP
LAKE CITY	FLORIDA	32055-4712	Fort White	Florida	32038
TELEPHONE			TELEPHONE		
(386)719-6622			(912) 484-3005		
EMAIL			EMAIL		
richie.g.kahlich@lowes.com			Marthinus_vanrensburg@kindermorgan.com		
LOWE'S CONTRACTOR LICENSE #	LOWE'S REPRESENTATIVE LICENSE #	CREDIT/DEBIT	CHECK	LCC CARD	GIFT CARD
#CRC1327732 #CGC1531687 #CCC1326824 #CGC1508417 #FRO6140;	1508417		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

This is only a quote for the merchandise and services printed below. **Lowe's does not offer services to paint, seal or stain fences.** This becomes an agreement upon payment and issuance of a Lowe's receipt, upon pay-ment, the entire agreement, including the specifically completed pages of this document, the Terms and Conditions included with this document and any other addenda and attachments hereto, shall be referred to herein as this "Contract." PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE "NOTICES," "TERMS AND CONDITIONS," AND "ADDENDUM" CONTAINED WITHIN THIS CONTRACT ON THE FOLLOWING PAGES BEFORE SIGNING.

INSTALLATION STREET ADDRESS	CITY	STATE	ZIP
162 SW Brighton CT	Fort White	Florida	32038

MERCHANDISE AND INSTALLATION SUMMARY: (I.E. ITEM NUMBERS, COLORS, DIMENSIONS, CONSIDERATIONS):

Windows

Product

Windows Project

Install (7) Atrium Reliabt 130 Series White Vinyl Single Hung, (1) Slider/Picture/Slider Windows, (1) Reliabt 133 Series White Vinyl Slider Door w/ Ultra Low E & Argon Gas.

Regional Window Manufacturer Windows (Excluding Bays/Bows) Qty 8

New energy-efficient windows can help make your home more comfortable year-round and contribute to lower utility costs

Regional Window Manufacturer Bay/Bow Window N/A

Project Preparation Process

- Dedicated project support staff keeps you up-to-date through every process
- Installer conducts Pre-Installation Inspection
- Provides appropriate protection to home during installation
- Obtain & post any necessary permits
- Perform Lead Assessment (if applicable)

Installation Process

- Remove & haul away existing windows
- Check existing windows for leaks and evidence of pest infestation
- Install new windows & accessories, including caulk, stops, and fasteners
- Follow Lead Safe Practices (if required)
- Follow Health and Safety Guidelines

Clean-up/Final Inspection

- Complete final clean-up and haul away all job-related debris
- Test product & perform complete inspection with customer
- Review warranty information

Work is to commence upon reasonable availability of Contractor and/or any special order or customer made Good(s) which is anticipated to be 02/03/23 . Estimated completion date is 03/31/23 . COVID-19 has affected manufacturers and labor markets, with the production of fence, deck and generator material experiencing significant delays and installation start dates that are at least four (4) months away in most cases. Please also note that weather can delay start dates for these and other exterior categories, particularly in colder climates.

Subtotal	\$10,126.95
15% Promo until Oct. 28th	-\$1,283.02
CONTRACT TOTAL	\$8,843.93
Payment (100%)	\$8,843.93

NOTICES

LEAD SAFE INFORMATION. Federal and applicable state laws require that You be provided with a lead hazard information pamphlet such as the Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools. By signing this Contract, You acknowledge having received a copy of this information pamphlet before work began informing You of the potential risk of the lead hazard exposure from renovation activity performed in Your dwelling unit or facility. A copy of the pamphlet is available at the following website:

www.lowes.com/EPARRP. For more information see: <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>.

ARBITRATION AGREEMENT. This Contract provides that You and Lowe's will resolve all claims by BINDING ARBITRATION. You and Lowe's GIVE UP THE RIGHT TO GO TO COURT to enforce this Contract (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). A NEUTRAL ARBITRATOR will determine Lowe's and Your rights and NOT a judge or jury. You and Lowe's are entitled to a FAIR HEARING. BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. FOR MORE DETAILS: Review the sections titled ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION RIGHTS found in the Terms and Conditions of this Contract.

PRICE CALCULATIONS. If this Contract includes Goods and related Installation Services sold by unit of measurement, such as per square foot, the Price may include more Goods than the actual measurements of Your project area. The Price includes the total amount of Goods required by Lowe's to fulfill the Contract (including surplus materials and overages) (together the "**Estimated Product**") and the Installation Services required based upon this total amount of Goods. For instance, a 120 square foot room may require 140 square feet of carpet to properly match the carpet seams, pattern, or unique room characteristics, and the Price would include Installation Services based upon the 140 square feet of carpet. The total amount of Estimated Product is based upon the total Goods recommended by the Installer, based on the Installer's assessment of unique characteristics of Your project. If any usable Goods are left over, Lowe's may, at its discretion, initiate a Price adjustment. Lowe's will not adjust the Contract Price for the related Installation Services. By signing this Contract, You acknowledge You are aware of Your project area measurements and the amount of Estimated Product, and that the Estimated Product may exceed Your actual project area. If Your project includes the installation of flooring materials, by signing this Contract You further acknowledge having received a completed Flooring Detail Diagram (the "**Diagram**") prior to execution of this Contract. Upon request, Lowe's can provide You with additional copies of the Diagram, which identifies the square footage of Your project area and the square footage of the Estimated Goods.

PHOTO RELEASE. By signing this Contract, You grant to Lowe's, its representatives, and Installer the right to take and use photographs, videos, or other representations of the Premises before and after the Installation Services and all work performed at the Premises related to this Contract (the "**Content**"). Lowe's irrevocably keeps all rights (including the copyright), title, and interest in the Content for use in all markets and media, worldwide, in perpetuity. Lowe's can use the Content, in any form or medium, internally for any purpose (e.g., customer service, planning, and claims).

NOTICE OF RIGHT TO CANCEL. If this is a "home solicitation sale" as defined by Fla. STAT. §501.021(1) or a "door-to-door sale" as defined by 16 C.F.R. § 429.0(a), and if Customer does not want the Goods or Installation Services, Customer may cancel this Contract by providing written notice to Lowe's in person or by mail. This notice must indicate that Customer does not want the Goods or Installation Services and must be delivered or postmarked before midnight of the third business day after Customer signs this Contract. If Customer cancels this Contract, Lowe's may not keep all or part of any cash down payment. See the attached notice of cancellation form to this contract for an explanation of this right. By executing this Contract, Customer acknowledges receipt of two (2) completed copies of the Notice of Right to Cancel form and certifies Lowe's has informed Customer orally of his or her right to cancel.

DO NOT SIGN THIS CONTRACT UNTIL COMPLETE AND YOU HAVE READ THE NOTICES, TERMS AND CONDITIONS AND ADDENDUM CONTAINED ON ALL PAGES OF THIS CONTRACT. BY SIGNING BELOW, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS CONTRACT. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE.

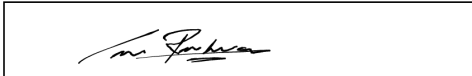
Lowe's Home Centers, LLC

EXECUTION DATE: 10/27/22

LOWE'S AUTHORIZED REPRESENTATIVE SIGNATURE



OWNER'S SIGNATURE



CO-OWNER SIGNATURE



Customer acknowledges receipt of a true copy of this contract which was completely filled in prior to Customer's execution hereof.

FLORIDA'S LIEN LAW NOTICE. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

LIEN LAW NOTICE - CUSTOMER ACKNOWLEDGMENT

I acknowledge that I have read Florida's Lien Law Notice above prior to signing Contract.

10/27/22

(Today's Date)



(Customer's signature)

TERMS AND CONDITIONS

Lowe's Installation Contract defines what You can expect in Your installation experience with Lowe's, what Lowe's expects in return, and how You and Lowe's will resolve any differences. It is a legal agreement. By signing this Contract, clicking "I agree," or by accepting Goods or Installation Services You are agreeing to be bound by this Contract. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS CONTRACT, YOU MUST NOT SIGN THIS CONTRACT, CLICK "I AGREE", OR ACCEPT THE GOODS OR INSTALLATION SERVICES.

1. **COMMON DEFINITIONS.** Capitalized terms used in this Contract will either have the following stated meanings or will be defined throughout the Contract.
 - a) "**Contract**" means Lowe's Installation Contract and includes (a) any applicable State Addendum, (b) these Terms and Conditions, (c) any documents expressly referencing and made a part of this Contract, e.g., fully executed Change Orders, or incorporated by reference in the Contract (d) the cover page, the Merchandise and Installation Summary, and Notices, and (e) any sketches, materials lists, floor plans, or specification sheets provided by Lowe's. If there is any inconsistency between these documents, the first document to appear in this definition shall take precedence; i.e., any State Addendum shall take precedence, whether supplementing or modifying, over any conflicting provision of these Terms and Conditions, and so on. The Contract does not include any correspondence, advertisements, quotes, or estimates. The Contract is the entire agreement between You and Lowe's concerning the Goods and Installation Services. The Contract replaces and supersedes all earlier written agreements and all oral agreements, whether earlier or at the same time as this Contract, concerning the Goods and related Installation Services.
 - b) "**You**", "**Your(s)**", and "**Customer**" all mean the person executing this Contract to purchase Installation Services.
 - c) "**Goods**" means the physical items You are purchasing in connection with the Installation Services. A list of the Goods appears on the Merchandise and Installation Summary.
 - d) "**Installation Services**" means the work, labor, and other services necessary to install the Goods. Some examples of Installation Services include delivery, handling, return, and selection and placement of Goods.
 - e) "**Installer**" means the independent contractor Lowe's arranges to perform the Installation Services. Installer will be licensed when legally required, and will direct, control, and perform the Installation Services directly or through its employees, agents, and subcontractors using tools and equipment Installer provides. Lowe's does not employ Installer, its employees, or its agents or subcontractors.
 - f) "**Lowe's**" means Lowe's Home Centers, LLC, a North Carolina Limited Liability Company located at 1605 Curtis Bridge Road, Wilkesboro, NC 28697. Lowe's Employer Identification Number is 56-0748358.
 - g) "**Premises**" means the Installation Address You identify where the Installation Services will occur.
 - h) "**Price**" means the Contract Total stated on the Merchandise and Installation Summary and is the complete payment due for the Goods and Installation Services.
2. **SCOPE.** This Contract is between You and Lowe's for the purchase of Goods and Installation Services. Lowe's does not perform Installation Services, but arranges for Installer to do so directly or through Installer's employees, agents, or subcontractors. Installer is an independent contractor and is not under the supervision or control of Lowe's. Installation Services do not include architectural or engineering services. Installer will complete Installation Services, subject to any changes, in substantial conformance with the Merchandise and Installation Summary. Lowe's reserves the right to terminate or rescind this Contract if Lowe's decides that any portion of the job is beyond the scope of the Installation Services that Lowe's originally contemplated.
3. **EXCLUSIONS.** Neither Lowe's nor Installer is responsible for start or finish delays resulting from events beyond their control including but not limited to: Change Orders, acts of nature, governmental actions, manufacturing or delivery delays or damage to merchandise caused by third parties, labor strikes or unrest, Your credit or financing, any incorrect information You provide, legal encumbrances on Your property, Your property's nonconformance with zoning requirements or building code requirements, hidden or unforeseen physical or hazardous conditions (including but not limited to, environmental hazards such as mold, asbestos, lead paint, unsound structures or points of attachment) at the Premises, or Your noncompliance with this Agreement. None of these delays will constitute a breach of this Contract by Lowe's or Installer. Lowe's reserves the right to terminate this Contract and/or require Installer to discontinue Installation Services given any of the conditions listed above.
4. **PRICING.** The Price includes most applicable taxes, permit fees, and other costs reasonably known to Lowe's at the time You sign the Contract. When the initial Price does not include all applicable charges, for example, if You order online, Lowe's will contact You to obtain further payment. If Lowe's requests an increase in the Price after You sign the Contract You will have the opportunity to cancel any unperformed portion of the Contract and receive a refund for that portion. The Price includes only those Goods and Installation services necessary to complete this Contract.
5. **GOODS.** Title to Goods does not pass to Customer and remain the property of Lowe's until Goods are installed in Customer's home, building, or on Customer's property. Customer agrees Contract is being offered for the total Price. Customer further agrees any surplus materials upon completion of the Installation Services are not the property of customer and, if instructed by Lowe's, such surplus materials shall be returned to Lowe's by the Installer. Upon request from Customer at the time of job completion, Lowe's, in its discretion, may allow all or part of the unused, receipted surplus materials to be retained by the Customer.

6. **PAYMENT.** You must pay the Price in full upon execution of this Contract. Payment for any Change Order or replacement contract is due at the time of that Change Order or replacement contract.
7. **LICENSES, PERMITS, AND OTHER REGULATORY REQUIREMENTS.** Installer will obtain any and all licenses, registrations, certifications, and permits ("**Local Requirements**") necessary to perform the Installation Services at the Premises, unless otherwise required by law or where Lowe's elects to use a third-party service. You agree to pay any fees associated with the Local Requirements and to cooperate in any required inspection or permitting process. The Installer, and not Lowe's, is responsible for performing the Installation Services in compliance with applicable safety rules, building codes, zoning ordinances, and other regulations ("**Local Regulations**"). You are responsible for any violations of the Local Regulations that exist at the time of Your signing this Contract. This Contract creates no obligation to correct these pre-existing violations. Any change in the Local Regulations may require a Change Order, and may result in an increase in the Price. Neither Lowe's nor Installer will perform any additional work after completion of the Installation Services due to changes in the Local Regulations.
8. **UNDISCLOSED CONDITIONS.** You represent that there are no defects, weaknesses or dangerous conditions, some examples of which are mold, mildew, rot, asbestos, and infestation, in the Premises' structure, substructure, superstructure, or points of attachment ("**Undisclosed Condition**"). Lowe's has formulated the Price based on this representation. If Lowe's discovers an Undisclosed Condition before completing the Installation Services, You must remedy the Undisclosed Condition at Your sole cost and expense to Lowe's satisfaction. If You disagree that an Undisclosed Condition exists, then Lowe's can hire an inspector to inspect the Premises, and the inspector's report will be final and conclusive as to the existence of an Undisclosed Condition. If You refuse to permit an inspection or if You fail to remedy the Undisclosed Condition to Lowe's satisfaction then Lowe's may terminate or rescind this Contract. If terminated or rescinded, Lowe's has no obligation to return the Premises to the original condition. If Lowe's terminates or rescinds the contract before delivering Goods or beginning the Installation Services, then Lowe's will return the Price to You without further costs or obligation to You or Lowe's. If Lowe's terminates or rescinds the contract after delivering Goods or beginning the Installation Services, title of the Goods passes to Customer upon contract termination and Lowe's has no obligation to return any portion of the Price to You except for in exchange for Goods You validly return. You will have thirty (30) days from any termination or rescission to return any standard Goods in the original, unopened condition for refund or credit.
9. **RETURNS.** Returns of Goods are subject to Lowe's standard return policies at time of purchase. The return period for Goods purchased in connection with this contract begins upon completion of the project. Lowe's return policy is available at www.lowes.com/returns. Custom and special-order Goods may be subject to a restocking fee if returned. Custom Goods include Goods altered, color-matched, shaped, sized, cut, or otherwise designed or fitted to accommodate the requirements of a particular space or environment. Some examples of custom Goods are cabinets, countertops, floor and wall coverings, and window treatments.
10. **CHANGES AND CHANGE ORDERS.** Lowe's, at Your request, may arrange for the Installer to perform additional work, subject to a Change Order and additional amounts payable by You to Lowe's. Any changes to Installation Services or Goods, e.g., a substitution of materials or an expansion of the scope of the work, will require You and Lowe's to sign a written document that clearly defines the scope of the change, any difference in the Price, and new start or finish dates where applicable ("**Change Order**"). Change Orders are only binding on Lowe's if signed by both You and Lowe's and will become part of this Contract once signed.
11. **YOUR WARRANTY TO LOWE'S AGAINST VIOLATIONS OF EASEMENTS, COVENANTS, AND THIRD PARTY RIGHTS.** You warrant that performance of Installation Services will not violate any existing real property easement, covenant, historic district regulations, homeowner's association rule or rights of third parties holding an interest in the Premises or otherwise, and that You have the rights and authority to enter into this Contract.
12. **CUSTOMER RESPONSIBILITIES.** You agree:
- (1) **To Pay only Lowe's.** You agree to pay Lowe's and only Lowe's for any Goods and Installation Services, even if Installer provides a new Contract or Change Order for your review and signature. Installer may collect payment on Lowe's behalf, but you agree not to pay the Installer separately or directly. This Contract is solely between you and Lowe's.
 - (2) **To Locate Lines and Hazards.** Before Installer begins Installation Services, You will identify and mark the location of utility lines, for example electrical, plumbing, and gas lines, and property lines that could impact the Installation Services.
 - (3) **To Ensure Compliance with Smoke Alarm and Carbon Monoxide Detector Requirements.** Prior to the start of the Installation Services, You will ensure the Premises have all necessary carbon monoxide detectors and smoke alarms ("Detectors") needed for the Installer to obtain the necessary permits and complete the Installation Services. You are solely responsible for the proper number, placement, type, functioning, operation, installation, testing, as per the manufacturers' specifications, and maintenance of any Detectors required by Local Regulations. Failure to meet Federal, state or local Detector requirements, if any, will be considered an Undisclosed Condition.
 - (4) **To Provide a Safe and Proper Working Environment.** Before and during the Installation Services, You will ensure that work areas are free of vermin, pre-existing physical or environmental hazards, and violations of Local Regulations. You will allow the Installer to have access to work areas and restrooms. You will provide climate control, where applicable, and electricity to the work areas. You agree not to allow unattended minors at the Premises during the Installation Services. You agree to control and keep pets away from work areas. You agree to keep posted permits on display at all

times. If You or someone You control interferes with the Installation Services, Lowe's may charge You for storage, transportation, or other resulting charges.

- (5) **To Sign the Certificate of Completion.** Once the Installation Services are complete, You agree that You will sign a Certificate of Completion upon a request from Lowe's.
 - (6) **Not to Assign or Transfer this Contract.** You cannot give Your rights under this Contract to anyone else.
 - (7) **To Promptly Notify Lowe's of a Claim.** If you have a claim that is in any way related to this Contract, You must make that claim to Lowe's within thirty (30) calendar days of when you knew or should have known of a problem. Lowe's will attempt resolution of any claim(s) within sixty (60) calendar days of receiving Your notice.
 - (8) **That You Are Responsible If You Choose to Help.** YOU ASSUME THE RISK AND THE FULL LIABILITY OF PHYSICALLY ASSISTING WITH DELIVERY OF THE GOODS OR WITH PERFORMANCE OF THE INSTALLATION SERVICES.
13. **MANUFACTURER WARRANTY FOR GOODS.** You are entitled to any warranty provided by a manufacturer of the Goods installed under this Contract. Lowe's will provide You with any manufacturer consumer warranty information accompanying the Goods, and You may also obtain such information by contacting Lowe's. **LOWE'S DOES NOT WARRANT THE GOODS AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
14. **LOWE'S LIMITED WARRANTY FOR INSTALLATION SERVICES.** Lowe's warrants that the Installer will perform the Installation Services in a good and workmanlike manner. Lowe's warranty for Installation Services extends for a period of one year (two years for roof replacement) from the earlier of (i) the date You sign the Certificate of Completion or (ii) the date that Lowe's determines that the Installation Services have been completed, or for such greater period as required by an extended warranty, if any, or by applicable law governing consumer warranties for workmanship (the "Warranty Period"). **LOWE'S WARRANTY THAT THE INSTALLER WILL PERFORM THE INSTALLATION SERVICES IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND LOWE'S IS NOT RESPONSIBLE FOR, ANY DEFECT IN SUCH INSTALLATION SERVICES DUE TO (1) AN UNDISCLOSED CONDITION OR OTHER PRE-EXISTING PHYSICAL OR ENVIRONMENTAL HAZARD, OR (2) ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CLEANING. LOWE'S WARRANTY FOR INSTALLATION SERVICES IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
15. **LIMITATION OF LIABILITY.** For any claim related to this Contract, You can only seek recourse from Lowe's or the Installer; no parent or affiliate of Lowe's shall have any liability under this Contract. You must give Lowe's written notice within the Warranty Period of any warranty claim. Your only remedy for a warranty claim is either (i) for Lowe's to have the Installation Services performed again, including any necessary repair and replacement of Goods, to correct the defective Installation Services, or (ii) a refund of all or part of the Price. Lowe's has absolute discretion to choose between these two options. **YOU SHALL HAVE NO OTHER REMEDY FOR A WARRANTY CLAIM, INCLUDING WITHOUT LIMITATION REMEDY FOR LOSS OR DAMAGE CAUSED BY NORMAL WEAR AND TEAR, LOSS OR DAMAGE WHICH HAS NOT BEEN REASONABLY MITIGATED, OR LOSS OR DAMAGE CAUSED BY ACTS OF GOD. IN NO EVENT SHALL LOWE'S BE LIABLE FOR INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES (SUCH AS, WITHOUT LIMITATION, LOST PROFITS, LOST SALES, COSTS ASSOCIATED WITH PROJECT DELAYS, AND INJURIES TO PERSONS OR PROPERTY), EVEN WHERE LOWE'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE, DUE TO OPERATION OF LAW, SUCH DAMAGES CANNOT BE EXCLUDED, THEY ARE EXPRESSLY LIMITED IN AMOUNT TO THE PURCHASE PRICE.** For warranty claims, You agree to prepare the Premises and the work area in the manner described in the section titled "Customer Responsibilities."
16. **ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL, AND WAIVER OF CLASS ACTION RIGHTS.** Lowe's wants to keep You as customer, and Lowe's resolves most questions and complaints informally. If You have a question or complaint, contact Your Lowe's salesperson first or the manager of the Lowe's store that fulfilled Your order. All claims by You, Your agents, insureds or assigns, or Lowe's related to this Contract, which You and Lowe's cannot resolve informally shall proceed to binding arbitration conducted by a single arbitrator under the current applicable rules, procedures, and protocols of JAMS, Inc. ("JAMS") (www.jamsadr.com) or the American Arbitration Association ("AAA") (www.adr.org). You agree that if either JAMS or AAA is unable or unwilling to arbitrate the matter, You and Lowe's will agree upon a single arbitrator with a nationally recognized arbitration firm to arbitrate the matter. Claims subject to binding arbitration include:
- (1) all claims in any way related to the signing of this arbitration agreement, the validity or scope of this arbitration agreement, or any attempt to set aside this arbitration agreement;
 - (2) all federal or state law claims relating in any way to this Contract (including this arbitration agreement), the information You gave Lowe's before entering into this Contract, and any past agreement or agreements between You and Lowe's;
 - (3) all counterclaims, cross-claims, and third-party claims;
 - (4) all common law claims of any kind including claims based upon alleged product defect, contract, tort, fraud, or other intentional torts;
 - (5) all claims based upon a violation of any state or federal constitution, statute, or regulation;
 - (6) all claims asserted by Lowe's against You, including claims for money damages to collect any sum Lowe's claims

You owe;

- (7) all claims asserted by You individually against Lowe's or any of Lowe's employees, agents, directors, officers, shareholders, managers, members, parent company, or affiliated entities (collectively the "related third parties") or the Installer, including claims for money damages and/or equitable or injunctive relief;
- (8) all claims asserted on Your behalf by another person;
- (9) all claims asserted by or on behalf of You as a private attorney general against Lowe's, related third parties or the Installer;
- (10) all claims arising from or relating directly or indirectly to the disclosure by Lowe's, related third parties or the Installer of any non-public personal information about You; and
- (11) all other claims related to this Contract whether or not set forth above. If the dispute falls within the jurisdiction of a small claims court the claimant may, at its option, choose to arbitrate or file a small claims action. Any appeal of a judgment from a small claims court shall be resolved by arbitration as provided by this Contract.

Binding arbitration means that You waive: (1) any right to a jury trial; (2) any right to bring a lawsuit in a court (other than a small claims court as described above); and (3) any right to seek relief in any other way. An arbitrator will decide any claim not decided by a small claims court. You agree that binding arbitration provides a simple, cost effective method to resolve disputes quickly.

You agree that (1) You cannot pursue a class action lawsuit or class action arbitration of any type, (2) no one can pursue a class action lawsuit or class action arbitration of any type on Your behalf, and (3) a Court or arbitrator(s) cannot order class action proceedings under this Contract. You further agree that there shall be no joinder of parties, except for joinder of parties to the transaction covered by this Contract. By agreeing to binding arbitration You and Lowe's waive any right to bring or participate in a class action lawsuit or class action arbitration regarding any claim.

How Arbitration Works:

Lowe's may demand arbitration by sending written notice to You at the address listed in this Contract. You may demand arbitration by sending written notice to Lowe's at the following address: Mail code NB6LG, P.O. Box 1000, Mooresville, NC 28115. The arbitration shall occur in the city or county of the Premises. Lowe's shall pay the filing, administrative, hearing, and arbitrator's fees associated with the arbitration. You are not required to reimburse Lowe's for these expenses even if Lowe's wins the arbitration. Unless the arbitrator's award or controlling law specifically provides otherwise, You and Lowe's are each responsible for their own attorneys' fees and other expenses, such as witness and expert witness fees. Either party may request that the arbitrator provide a written explanation of the award, consistent with the then current rules, procedures, and protocols of the arbitration entity selected by the parties. Any court having jurisdiction may receive and enforce the arbitrator's award. If You fail to pay Lowe's in accordance with this Contract, You agree that Lowe's can recover its reasonable attorneys' fees as provided by N.C. Gen. Stat. Section 6-21.2 or other controlling law. The parties agree that this arbitration agreement is made in connection with a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (as amended) ("FAA"), governs. If for any reason the Federal Arbitration Act does not apply, then the laws of the State of North Carolina shall govern this arbitration agreement.

- 17. **GOVERNING LAW AND SEVERABILITY.** North Carolina law shall govern and guide the interpretation of this Contract, without regard to the choice of law rules of any state, except that the FAA governs the ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION RIGHTS. Should an arbitrator, court, or other interpreting entity determine that a provision of this Contract is contrary to an applicable law, such unlawful provision shall be ineffective without invalidating the other provisions, which shall remain in full force and effect.
- 18. **CREDIT CARD / FINANCED TRANSACTIONS.** If You use credit or obtain a loan to pay some or all of the Price, then the total cost of Your purchase will depend on the terms of Your credit or loan and applicable law. Credit and loans often include interest charges, finance charges, or fees. You are subject to Your creditor's or lender's terms and conditions. Lowe's is NOT a party to Your cardholder agreement, financing agreement, or other lending agreement.
- 19. **WAIVER OF LIENS.** Before Lowe's pays the Installer on Your behalf, Lowe's will require the Installer to fully and unconditionally relinquish, waive, and release any and all liens. Installer's lien waiver will include waivers for itself, its subcontractors, and its materialmen and suppliers of all mechanic's liens, materialman's liens, and other liens in the Premises related to this Contract, to the extent permitted by law. In addition, Lowe's fully and unconditionally waives and releases any and all such liens in the Premises it may have or acquire in the future as a result of this Contract.
- 20. **COUNTERPARTS AND AMENDMENT.** You and Lowe's may execute this Contract in one or more counterparts, each of which when executed and delivered or transmitted by facsimile, e-mail or other electronic means, shall be an original and all of which taken together shall constitute one and the same instrument. A facsimile or electronic signature is deemed an original signature for all purposes under this Contract. No modifications or additions to this Contract are valid unless signed by both You and Lowe's.
- 21. **QUESTIONS OR CONCERNS.** You should speak to the Lowe's Salesperson or the manager of the Lowe's store assigned your order regarding routine matters like scheduling, changes to Your order, or any concerns You have about this Contract, the Goods, or the Installation Services. If you still have questions or concerns please contact Customer Care at 1-800-445-6937.

FLORIDA ADDENDUM

For Installation Services performed in the State of Florida, the terms and conditions of this Florida Addendum ("State Addendum") are made a part of the Lowe's Installation Contract and supplement the Contract's Terms and Conditions ("Terms and Conditions") between You and Lowe's. To the extent there is a conflict between the Terms and Conditions and this State Addendum, the State Addendum shall prevail. All capitalized terms used but not otherwise defined in this State Addendum shall have the meaning ascribed to them in the Terms and Conditions.

1. **FLORIDA CONTRACTOR LICENSES AND CERTIFICATIONS.** Contractor license number(s) and certifications held by or on behalf of Lowe's Home Centers, LLC: #CCC1326824 (Certified Roofing Contractor), #CGC1508417 (Certified General Contractor), #CRC1327732 (Certified Residential Contractor), #FRO4517, #FRO6140 and #FRO1584 (Construction Financial Officer). License number(s) and certifications may be subject to change in accordance with local or state government processes. For the most current listing of license numbers and certifications held by or on behalf of Lowe's Home Centers, LLC please visit <http://www.lowes.com/licensenumbers>.
2. **FLORIDA HOME OWNERS' CONSTRUCTION RECOVERY FUND.** PAYMENT UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 NORTH MONROE STREET, TALLAHASSEE, FL 32399-0783; PHONE: (850) 487-1395.
3. **CHAPTER 558 NOTICE OF CLAIM.** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
4. **MIAMI-DADE COUNTY RESIDENTS ONLY.** WARNING TO OWNER IF INSTALLATION SERVICES ARE PERFORMED WITHIN MIAMI-DADE COUNTY: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT LOWE'S AND INSTALLER (INCLUDING ALL SUBCONTRACTORS RETAINED BY INSTALLER) ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, EVERY TIME YOU PAY LOWE'S, YOU MUST OBTAIN A WRITTEN RELEASE FROM (I) LOWE'S, INSTALLER AND (III) ALL SUBCONTRACTORS RETAINED BY INSTALLER.
5. **NOTICE TO MIAMI-DADE RESIDENTS ONLY.** If Installation Services are performed within Miami-Dade County, YOU ARE ADVISED THAT THE COUNTY CONSTRUCTION TRADES QUALIFYING BOARD AND THE BUILDING AND ZONING DEPARTMENT OF MIAMI-DADE COUNTY, AND THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION MAY HAVE INFORMATION ON FILE CONCERNING THE FINANCIAL RESPONSIBILITY AND ANY COMPLAINTS AND INVESTIGATIONS PERTAINING TO LOWE'S AND/OR INSTALLER. THE PUBLIC RECORDS OF THE COUNTY ARE AVAILABLE FOR INSPECTION AND COPYING. IN ORDER TO PROTECT YOURSELF, YOU ARE ALSO ADVISED AS FOLLOWS: (I) YOU MAY REQUEST THAT THIS CONTRACT ALLOW FOR PAYMENTS TO LOWE'S TO BE CONDITIONED UPON LOWE'S OBTAINING AND PASSING MANDATORY INSPECTIONS; (II) YOU MAY PAY THE COST OF PURCHASING AN INSTALLER'S PAYMENT BOND OR OTHER SECURITY (AND MAY OBTAIN COPIES OF THE SAME UPON REQUEST), TO COVER PAYMENTS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS, IN THE EVENT LOWE'S OR INSTALLER FAILS TO DO SO; (III) YOU MAY REQUEST THAT THIS CONTRACT CONTAIN A WORK OF COMPLETION DATE, IN THE ABSENCE OF A COMPLETION DATE, YOU MAY REQUEST THAT INTERIM MILESTONES OR TIME PERIODS BE ESTABLISHED FOR COMPLETION OF PORTIONS OF THE INSTALLATION SERVICES; (IV) IF, AFTER OBTAINING A PERMIT FOR THE WORK, LOWE'S TERMINATES THIS CONTRACT WITHOUT JUST CAUSE OF FAILS TO PERFORM THE INSTALLATION SERVICES WITHOUT JUST CAUSE FOR THIRTY (30) CONSECUTIVE DAYS, THE PROJECT MAY BE CONSIDERED ABANDONED, WHICH CONSTITUTES A PENALTY FOR WHICH A CONTRACTOR MAY BE DISCIPLINED BY THE STATE OF BY THE COUNTY; AND (V) LOWE'S HAS COMMERCIAL GENERAL LIABILITY INSURANCE, COMMERCIAL

AUTOMOBILE LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE AS REQUIRED BY APPLICABLE STATUTE, THROUGH INSURERS RATED A/X OR HIGHER BY A.M. BEST AND AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA. WITH LIMITED EXPIATIONS PROVIDED BY LAW, THE WORK YOU ARE CONTRACTING FOR MUST BE PERFORMED BY A STATE OF FLORIDA CERTIFIED CONTRACTOR OR A MIAMI COUNTY CERTIFIED CONTRACTOR WHO IS ALSO REGISTERED WITH THE STATE.

FLORIDA

Execution Date

**Three (3) Days After Execution Date
(not counting Sundays and Federal Holidays)**

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 do make the goods available to the seller and the seller does not pick them up within twenty (20) 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.

_____ (LOWE'S STORE ADDRESS) or by email at
richie.g.kahlich@lowes.com (PSE EMAIL), NOT LATER THAN MIDNIGHT OF the 3rd day

Notice of Cancellation:

I HEREBY CANCEL THIS TRANSACTION.

(Customer's Phone Number)

(Customer's signature)

Store 179 LOWE_S OF LAKE CITY_ FL - Contract - 615410 - Page 13 of 33

FLORIDA

Execution Date

**Three (3) Days After Execution Date
(not counting Sundays and Federal Holidays)**

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 do make the goods available to the seller and the seller does not pick them up within twenty (20) 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.

richie.g.kahlich@lowes.com (LOWE'S STORE ADDRESS) or by email at (PSE EMAIL), NOT LATER THAN MIDNIGHT OF the 3rd day

Notice of Cancellation:

I HEREBY CANCEL THIS TRANSACTION.

(Customer's Phone Number)

(Customer's signature)

Store 179 LOWE S OF LAKE CITY FL - Contract - 615410 - Page 15 of 33

WAIVER OF RIGHT TO CANCEL DUE TO BONA FIDE PERSONAL EMERGENCY

The law gives you the right to cancel this Installation Services Customer Contract within three (3) business days. However, you may waive that right provided the following criteria are met:

- (i) you initiated the contact with Lowe's that led to the sale;
- (ii) the Installation Services are needed to meet your bona fide immediate personal emergency; and
- (iii) you furnish Lowe's with this separately dated and signed personal statement in your handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving your right to cancel the sale within three (3) business days.

If you waive your right to cancel, Lowe's may begin performing the Installation Services without waiting for the three (3) business day cancellation period to expire. To waive your right to cancel due to a bona fide personal emergency, you must complete the spaces below and return this form to Lowe's.

1. Did you initiate the contact with Lowe's that led to the sale? ☐ YES ☐ NO

2. Are the Installation Services needed to meet your bona fide immediate personal emergency?
☐ YES ☐ NO

3. If you answered "Yes" to the above question, please describe the situation requiring immediate remedy:

4. Do you expressly acknowledge and waive your right to cancel the sale within three (3) business days?
☐ YES ☐ NO

(Date)

(Customer's Signature)

(Project ID)

(Customer's Printed Name)



Double Lifetime Window Protection Plan

The Double Lifetime Window Protection Plan ("Contract") from RWS covers the labor associated with manufacturer covered repairs and replacements of window products installed as part of an installation package from Lowe's when covered failures are experienced. This Contract applies only to those windows installed as a part of the installation package from Lowe's.

TERMS

Aggregate Limit of Liability. Each claim is only covered for the labor amounts for covered repairs, capped at the hourly rates listed herein (or by bid, where applicable), as well as prorated materials allowances where applicable as listed herein.

Claim. Any time a current, covered failure is reported to RWS by the Contract Holder.

Non-claim. Any time an incident outside of coverage is reported to RWS by the Contract Holder.

Contract. This term is only used to describe your residential service contract/home protection plan and should not be given any additional meaning or interpretation beyond those given here. This is not a contract of insurance; it is a service agreement. This is not a written warranty. See additional terms and conditions for more details. This service contract is a contract of adhesion, unilaterally presented by RWS to the contract holder. Payment or acceptance of coverage indicates acceptance of the terms and conditions. This contract may not be modified.

Contract Holder. The person or persons to whom the benefit of the service contract from RWS is owed.

Window Package. The Window products/services purchased from Lowes upon which coverage here is tied.

RWS. Acronym used to describe the Provider.

Term. The term of the coverage under the Contract is equal to the term listed with your Manufacturer's Product Warranty (up to 25 years) and transferable to one subsequent homeowner.

COVERAGE

The coverage applies to labor for repairs and replacements of windows and associated components including adjustments to be made to flashings and exterior finishes in order to remedy product failures and leaks. Materials costs and labor for anything not listed here is not covered; this contract covers all items as described and excludes all others. RWS will cover the labor portion of any manufacturer-covered repair necessary during the Term due to installation defects, product failures, or repairs necessary due to normal wear and tear.

There are no optional coverages with this contract; in other words, your contract includes all components listed in this contract without paying additional fees. The coverage in this contract applies only to the property listed and the associated windows and flashings that were installed immediately prior to this Contract's start date at the property and explicitly excludes all other components of the home or any other structures on or off the property as well as windows not replaced as a part of the Lowe's window installation package. During the first one year of coverage the labor portion is covered by the original installer. If the original installer fails to remedy any legitimate workmanship defect, upon documentation of the same RWS will allow a claim to be filed under the contract so long as the Contract Holder transfers their right to pursue damages or collect on any damages against the original installer to RWS. If this applies, RWS will cover labor (up to \$85 per hour) for reasonable covered repairs, determined at RWS's sole discretion.

After the first year of coverage, RWS will pay the full cost of labor (up to \$85 per hour) for reasonable repairs, determined at RWS's sole discretion, to repair or re-cover any defective products (in addition to the labor) included in the window installation that have failed due to product defect or normal wear and tear. RWS will make every reasonable effort to assist in product warranty claims with the original manufacturer. If at any time a product is affected by a recall or class action, RWS will have the obligation to notify the client in writing and give instructions on how to participate in the class or receive compensation/repairs under a product recall. In either circumstance, a product recall or class action, RWS' obligations under this Contract will be null and void after notification to the Contract Holder.

The labor rates for extensive repairs beyond 16 hours of labor may be reduced where typical rates for repair crews to perform partial or complete window repair or replacement projects are less costly. RWS has the right to choose the contractor and obtain multiple bids prior to commencing repairs/replacements as necessary for any covered repair.

ADDITIONAL COVERAGE: WINDOW LEAK REPAIRS

For any Window installation package purchased, the Contract Holder is covered from leaks occurring at the installed windows for 5 years following the date of installation. Covered leaks include any directly associated with the installed window and flashing occurring due to normal wear and tear. Leak repairs will be prescribed and made in the sole discretion of RWS. Excluded occurrences include any leak caused by outside forces including but not limited to excessive wind/rain, damage from projectiles, or alterations made to the home that resulted in leaks.





Double Lifetime Window Protection Plan

EXCLUSIONS. RWS is not liable for any of the following:

Failures related to inadequate venting or drainage in wall cavities..

Damage from causes other than normal wear and tear, product defects, and/or manufacturing defects, such as;

Structural Damage, settlement, movement, defects in the building foundation or walls, or defects in the wall(s) in which the window(s) was installed.

Any Insurable Damage;

Acts of nature, hail, fire, winds over the applicable wind speeds listed in the manufacturer's instructions. Impact from foreign objects.

Any occurrence involving gutters, downspouts, siding, or other home components that were not a part of the window installation package.

Damage to the interior or exterior of the building, including any consequential damage to leaks or defects or mold.

LIMITATIONS

Decisions as to the extent of repair and the reasonable labor cost of any work needed under this Contract will be made at RWS's sole discretion, and only up to the extent that the original manufacturer has determined that coverage for the material costs will be provided. If no coverage is provided by the Manufacturer for materials on a covered claim with RWS, there is no coverage hereunder for materials unless verified by RWS to be a bona fide installation defect directly related to the installation of the materials coinciding with this contract's implementation excluding any issues arising from underlying issues not evident to the installer. Any materials coverage from RWS will be made on a prorated basis calculated based on the original Manufacturer's warranty term. RWS is not responsible for the manufacturer's obligations under their warranty for parts and materials. Any repairs made do not extend the Term.

FILING A CLAIM

All claims must be made between the date of contract commencement at noon and the date of expiration at midnight without exception. The Contract Holder is entitled to service beyond the date of the service contract's expiration so long as the claim has been filed within the service contract period within 30 days of noticing the problem any of the following ways:

By telephone: 866-480-2468

By email: WindowClaim@RWSwarranty.com

By mail: PO Box 797, Attn: Window Warranty Department, Carmel, IN 46082

You will receive communication from RWS staff within 3 business days of submitting a claim. Please note that you will be asked to submit the following; gathering it ahead of time will expedite the processing of your claim:

The cause of the malfunction;

The Manufacturer approval/denial for the repair (including what components need repair or replacement and for

what reason);

Each components' corresponding prices (broken into material costs and labor costs without markup beyond the retail rates available at Lowe's); and

The total number of hours the job will take as well as the hourly rate being charged.

Once the above documentation is received, your claim will be processed within 10 business days. RWS may, at its option, send out a representative to assess the window(s). This process will be completed within 10 business days of claim submission. If this option is exercised, a summary of such assessment will be provided along with instructions for claims with the manufacturer's warranty. Be advised, most Manufacturer's warranties have the same 30-day period for notification. Note: Notice to the original installer, Lowe's, or the manufacturer is NOT notice to RWS.

Transferability

This Plan covers the property owner, excluding the builder or installer, listed on the warranty itself and the first subsequent owner thereafter when transferred as outlined in this section. This limited warranty may be transferred only once during the Term. This plan must be transferred directly, not indirectly, with written confirmation provided by the SECOND OWNER to RWS within one year of the transfer. If notification is not received at PO Box 797 Carmel, IN 46082 within one year, this Plan is immediately canceled without refund to the Contract Holder.

All transfers made within the first 20 years of coverage have the full coverage amounts of the original owner. Any transfers thereafter will be reduced to a maximum of two years of coverage following the date of property transfer and the coverage will be reduced to a prorated coverage based on the manufacturer's warranty period and the Term listed herein.

Limits of Liability

- RWS is not responsible for the cost to gain access or close access to a covered item except where specified. Additional costs may be incurred by the property owner for modification, removal, and re-installation of building materials in order to affect a window repair or replacement.

- RWS does not cover items where environmental issues arise such as lead, mold, or asbestos. RWS is not responsible for the presence of lead, mold, asbestos or any other environmental hazard nor the removal of the same.

- RWS does not cover consequential or secondary damage caused by malfunctions of covered items except where specified. RWS is not an insurer.

- RWS does not pay for the costs of permit except where specified.

- Repairs necessary as a result of any act of nature, misuse, abuse, lack of maintenance, improper installation, wind, rain, tornado, fire, hurricane, riots, civil commotion, or any other outside influence, natural or unnatural, including a previous contractor's work (acts prior to this installation or underlying materials), are not covered under this contract.

- RWS will make commercially reasonable efforts to fulfill its obligations under this contract. Certain causes and events out of RWS's control may result in RWS' inability to perform, in whole or in part. If this occurs, RWS' obligations shall be suspended to the extent necessary by such event and, in no way shall RWS be liable to the contract holder or any party for its failure to fulfill its obligations or for damages caused. Events include, but are not limited to, acts of god, fire, war, flood, earthquake, hurricanes, tornadoes, other natural disasters, acts of terrorism, acts of any governmental agency,





Double Lifetime Window Protection Plan

accidents, strikes, labor troubles, shortages in supply, changes in law, rules, or regulations of any governmental authority, and any other cause beyond RWS' reasonable control.

- RWS is not the servicing contractor; as a risk management company, we cannot guarantee the work of contractors or take responsibility for liabilities they may incur through the course of work. Any statement made by a contractor is their personal opinion and not binding on RWS, including any statements regarding coverage or extent of coverage under the contract.
- RWS is only responsible for standard labor costs of the repair covered by the applicable manufacturer's warranty, not to exceed \$85 per hour, even if the best option for the Contract Holder is a full replacement or a more extensive repair. Should the Contract Holder wish to replace their window(s) or allow a repair beyond what the manufacturer warranty or this contract covers, they will not receive any additional coverage from RWS beyond the explicitly covered repairs listed herein which may be taken as cash in lieu of repair.
- All other warranties in place shall be exhausted first. If a third party warranty, including a manufacturer's warranty, applies to part or all of the covered failure, coverage hereunder will be tied only to the repairs covered by the third party warranty, with RWS responsible only for the labor costs not covered by that third party warranty on the covered repair, as determined by RWS. Written approval or denial of the third party warranty must be submitted to process your claim under this contract.
- For coverage to apply hereunder, the Contract Holder must purchase this Contract within 6 calendar months of the original installation.

Additional Terms and Conditions

All Claims and disputes regarding this contract or its provisions shall be governed, construed, and enforced in accordance with the laws of Hamilton County, in the state of Indiana. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, having jurisdiction therein. Contract Holders may have other legal rights that vary from state to state and so are responsible for informing themselves to the laws of their jurisdictions and compliance therewith.

The administrator of this contract is: Residential Warranty Services, Inc. located at 698 Pro-Med Lane, Carmel, IN 46032 ("RWS"). Toll-Free 1-800-544-8156.

The contract terms expressly listed herein constitute the entire agreement between RWS and the Contract Holder. Any claim, dispute or controversy regarding this contract or the relationship among the parties, by or on behalf of the Contract Holder, will take place on an individual basis. Class actions, collective actions, and other similar representative proceeding of any kind or nature are not permitted. By entering into this contract, you agree that you may bring claims against RWS or its affiliates only in your individual capacity.

Any failure by RWS to assert a right or enforce a requirement under this contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude RWS from asserting any right or enforcing any requirement at any time. If any provision of this contract is held to be illegal, invalid, or unenforceable, for any reason, that provision shall be limited or eliminated to the minimum extent necessary so that this contract shall otherwise remain in full force and effect and enforceable. Any provision nullified will result in the elimination of any coverage pertaining to such provision.

- This contract contains all terms and conditions including

those regarding services to be provided, limitations, exceptions, and conclusions. Contract Holder must comply with manufacturer's instructions for maintenance and installation of components for failures to be covered.

- This service contract is not mandatory as a part of any real estate transaction, financing package, or otherwise and may be waived prior to its acceptance.
- RWS will process cancellations and refunds as follows: the total contract price received by RWS prorated based on a ten year term, with the unearned amount being refunded less both an administrative fee equivalent to 10% of the total contract price and claims costs incurred by RWS on the contract, regardless of whether paid directly to the contract holder or a third party. All open and pending claims will be canceled as of the date the contract is canceled and the contract holder understands they will have no rights to any payments, services, or repairs that may have otherwise been due thereunder.
- You, the contract holder, agree and acknowledge that you have paid an additional fee for this contract that is separate and apart from the purchase price paid for the covered part, home, unit, system, or appliance. Because of that separately stated consideration you agree and acknowledge that this Plan is not part of the basis of the bargain for your purchase of the covered home nor the window installation package. You further agree and acknowledge that We, the Administrator/ Obliger hereunder, are not the supplier of the covered part, home, unit, system, or materials. Consequently, this contract is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

State Specific Terms and Conditions

- Obligations of the provider under this service contract is guaranteed by, and backed by the full faith of the Provider, which is Residential Warranty Services, Inc. (698 Pro Med Lane, Carmel, IN 46032) except as follows:

CA: Residential Warranty Home Protection of California, Inc. (698 Pro Med Lane Carmel, IN 46032)

WA: Coming Soon!

IA, IL, NY, TX, UT, VA, WI: RWS Home Service Contracts, LLC (698 Pro Med Lane, Carmel, IN 46032)

- If no claim has been filed the original contract holder may return this service contract within thirty days of the date of mailing and the Provider will refund the purchase price, less any claims paid and a ten (10%) percent administrative fee unless otherwise specified below. Any cancellation initiated by the Provider shall require written notice stating the effective date of cancellation and the reason for the cancellation, at least 15 days prior, mailed to the last known address of the contract holder.

AL RESIDENTS: In the event the original contract holder makes a written demand for cancellation of a contract pursuant to the terms the provider shall refund to the contract holder the unearned portion of the full purchase price including the unearned portion of any premiums paid after subtracting a twenty-five dollar administrative fee for the issuance of the contract if such fee is provided. Any refund due a contract holder may be credited to any outstanding balance of the account and the excess, if any, shall be refunded to the contract holder. A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. The right to void this service contract is not transferable and only applies to the original contract holder.





Double Lifetime Window Protection Plan

AR RESIDENTS: Written advance notice will be provided if the contract is canceled for any reason not stated under the cancellation clause herein. Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

AZ RESIDENTS: Cancellation, by either RWS or the contract holder, will be calculated in accordance with 'Additional Terms and Conditions', with administrative expenses capped at 10% of the gross amount paid by the contract holder for the service contract, or \$75, whichever is less. A service contract may not exclude preexisting conditions if such conditions were known or should reasonably have been known by the service company or the person selling the service contract on the service company's behalf as an agent of the service company. If you have a dispute regarding the contract, you may file a complaint with the AZ Department of Insurance and Financial Institutions by calling 1-602-364-2499. This contract is offered by Lowe's as part of the window installation package purchased by the contract holder at no additional charge.

CO RESIDENTS: Actions under pre-owned home warranty service contract may be covered by the provisions of the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, C.R.S. and any party to such a contract may have a right of civil action under those laws, including obtaining the recourse or penalties allowed therein.

CT RESIDENTS: In the event you do not receive satisfaction under this contract, you may contact the Connecticut Consumer Affairs Division of the Insurance Department in accordance with the Regulations of Connecticut State Agencies Sec. 42-260-3 at PO Box 816, Hartford, CT 06142.

FL RESIDENTS: This contract is backed by the full faith and credit of the provider and the terms "You", "Your", "Contract Holder", and "Owner" refer to the purchaser of this home service contract. The rate charged to you for this home service contract is not subject to regulation by the FLOIR. You may cancel this home service contract at any time - if you cancel within ten days of the date of purchase, we will refund one hundred percent of the price paid, less any claims paid. If you cancel after ten days from the date of purchase, we shall refund ninety percent of the unearned pro-rata premium less any claims paid. If we cancel this home service contract for any reason other than for fraud or misrepresentation, we shall refund one hundred percent of the pro-rata premium paid less any claims paid. Florida law prohibits the lender from requiring the purchase of a home warranty as a condition to the making of the loan. This home service contract may not provide listing period coverage free of charge.

GA RESIDENTS: Upon return of the service contract to the Provider in writing, if no claim has been made under this service contract, the excess of the consideration paid shall be refunded to the contract holder in accordance with O.C.G.A 33-7-6(c)(3). Any cancellation by the Provider may only be for fraud, material misrepresentation, or nonpayment and notice of such will be remitted to the contract holder, in writing, not less than thirty days from the cancellation date and any unearned premium shall be refunded on a pro rata basis, in accordance with OCGA 33-24-44. If the contract has been in effect for less than sixty days or is canceled, at any time, for non-payment, cancellation by the Provider will be remitted to the contract holder, in writing, not less than ten days from the cancellation date, in accordance with OCGA 33-24-44(d). This is not a contract of insurance. Contractual obligations hereunder are insured by a surety bond issued by Great American Insurance Company; if a claim or refund is not paid within 60 days after filing a claim the contract holder is entitled to file a direct claim against the surety bond at PO Box 5425, Cincinnati, OH 45201. All claims and disputes regarding this contract or its provisions shall be governed, construed, and enforced in accordance with the laws of the contract holder's county of residence in the State of Georgia.

IA RESIDENTS: The issuer of this contract is subject to regulation by the insurance division of the department of commerce of the State of Iowa and is not guaranteed under a reimbursement

insurance policy. Contract Holders may return the contract, if no claims have been made, within at least twenty days of the mailing date or within ten days if the service contract is delivered at the time of sale ('Free Look Period') for a full refund of the purchase price paid. A ten percent penalty shall be added each month to a refund that is not paid to a service contract holder within thirty days of the return of the service contract to the service company. If the contract holder cancels outside of the Free Look Period, refunds will be issued in accordance with the terms and conditions listed above. If the Provider cancels the contract for any reason not stated herein, no cancellation fee is assessed, and no cancellation is effective until at least fifteen days after notice is mailed to the Contract Holder. Complaints which are not settled by the issuer may be sent to the insurance division at 1963 Bell Avenue, Ste. #100, Des Moines, IA 50315-1000.

IL RESIDENTS: A cancellation fee that does not exceed the lesser of 10% of the contract price or \$50 will be applied.

KY RESIDENTS: Contractual obligations hereunder are insured by a surety bond issued by Great American Insurance Company; if a claim is not paid within 60 days after filing a claim, the contract holder is entitled to file a direct claim against the surety bond at PO Box 5425, Cincinnati, OH 45201.

LA RESIDENTS: A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. The right to void the service contract is not transferable and only applies to the original contract holder.

MA RESIDENTS: Written advance notice will be provided if the contract is canceled for any reason not stated under the cancellation clause herein. Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

MD RESIDENTS: A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. The right to void this service contract is not transferable and only applies to the original contract holder.

MI RESIDENTS: If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business the effective period shall be extended for the period of the strike or work stoppage.

MO RESIDENTS: A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider.

NC RESIDENTS: The contract holder may cancel this contract at any time and receive a pro rata refund, less any claims paid and less an administrative fee that will not exceed ten (10%) percent of the pro rata refund rate.

NH RESIDENTS: In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at 21 S. Fruit St, #14, Concord, NH, 03301 or at (800) 852-3416.

NJ RESIDENTS: Written advance notice will be provided if the contract is canceled for any reason not stated under the cancellation clause herein. Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

NV RESIDENTS: Pursuant to NRS 690C.250(1), Contract Holders may return the contract, as long as no claims have been made, within at least twenty days of the mailing date or within ten days if the service contract is delivered at the time of sale ('Free Look Period') for a full refund of the purchase price paid. If the contract holder cancels outside of the Free Look Period, the purchase price will be refunded pro rata in accordance with NAC690C.120(2)-(4). If the Provider cancels the contract for any reasons not stated herein, no cancellation fee is assessed and





Double Lifetime Window Protection Plan

no cancellation is effective until at least fifteen days after notice is mailed to the Contract Holder. In Nevada, not reporting or ordering the correct square footage, including finished and non-finished spaces, is considered fraud or material misrepresentation; not reporting that the house was vacated (i.e. having no furniture, fixtures, or inhabitants) prior to the contract terms is considered a material misrepresentation; if your home is vacated during the contract terms it is a material change in the natures of required services; refusal to pay the provider an amount when due - and all are grounds for cancellation of your contract. Refusal to pay a fee associated with your contract outside of what is mentioned above is grounds for cessation of future coverage of your contract, by the provider, and the owed amount will be deducted if the contract is canceled. Pursuant to Bulletin 08-010 and Regulation R067-07, if your covered emergency claim renders your dwelling unfit for habitation according to the aforementioned regulations, and repairs cannot practicably be completed within three calendar days, the Provider will provide a status report to the Contract Holder and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov. In Nevada only, an air conditioning system not cooling is considered an emergency claim. For suits upon causes of action regarding the substantive provisions of this contract, Nevada law governs. If the contract holder is not satisfied with the manner in which the provider is handling a claim, they may contact the Commissioner at (888) 872-3234. A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. If a transfer is requested, a transfer fee of \$25.00 may be applied.

NY RESIDENTS: If a cancellation is requested within 30 days of receiving the contract and qualifies for a refund under State Specific Terms and Conditions, paragraph 2, no administrative fee will be levied and a 10% penalty will be added to the refund amount if not made within 30 days of the return of the contract to the provider.

OK RESIDENTS: This is not an insurance contract. Coverage afforded under this contract is not guaranteed by Oklahoma Insurance Guaranty Association. Provider's License Number is 864942.

SC RESIDENTS: A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. The right to void this service contract is not transferable and only applies to the original contract holder. In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Ste 1000, Columbia, SC 29201 or (800) 768-3467. Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

TX RESIDENTS: This contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this contract or company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78722-2188 (512)936-3049. The purchase of a residential service contract is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas. NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE 130.304.

UT RESIDENTS: This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. This contract may not be governed, construed, and enforced in accordance with any other state than Utah. Grounds for cancellation by the Provider in Utah are limited to material misrepresentation, non-payment, and substantial changes in the risk assumed/breaches of the contractual duties. Cancellation by the Provider will be effective 10 days after the delivery of written notice of the cancellation to the mailing address on file for the contract holder for non-payment and 30 days for any other

Provider cancellation.

WA RESIDENTS: The Provider may not cancel this service contract without providing the Contract Holder with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Contract Provider. If no claim has been filed the original contract holder may return this service contract within twenty-one (21) days of the date of mailing and the Provider will refund the purchase price. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of the returned service contract.

WI RESIDENTS: Refusal to pay a fee associated with your contract is grounds for a cessation of future coverage by the provider and the owed amount will be deducted if the contract is canceled. Suit upon causes of action arising within this state against the provider shall be brought in the county where the cause of action arose or in the county where the contract holder instituting the action lives. Cancellations by providers will occur after the contract holder is provided at least 5 days' notice to the last-known address on file for the contract holder stating the effective date of the cancellation and the reason for the cancellation. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** If the provider cancels your plan for any reason other than non-payment of any fee due hereunder, you will receive a refund pursuant to the Additional Terms and Conditions listed above and a 10% monthly penalty will be added if the refund is not paid within 45 days after the return of the service contract to the provider. Wisconsin law dictates that for you to return the plan for a full refund/credit to your account, there must be no claims made and the request must be made in writing within 20 days of the date the service contract was mailed to you or within 10 days if it was delivered at time of sale.

WY RESIDENTS: The class action waiver listed under the Additional Terms and Conditions does not apply to Wyoming residents and suit upon causes of action arising within this state against the provider shall be brought in the county where the cause of action arose or in the county where the contract holder instituting the action arise. A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. The right to void this service contract is not transferable and only applies to the original contract holder.





LOWE'S HOME SERVICES

Get the help you need on a range of install projects, big or small.



**GET IT
INSTALLED**



Thank you for trusting Lowe's with your installation.
Your project is in good hands.

On day of installation:

- Please ensure an adult is present.
- All pets are in safe areas.
- Keep a clear path to the install area.

If any time during the install, you have questions or concerns, talk to the installer or contact Lowe's at the phone number provided by your Project Specialist.



PROFESSIONAL INSTALLATION SERVICES INCLUDE:

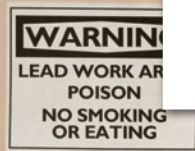
- | | |
|---------------------------|-------------------------------|
| ✓ Appliances | ✓ Lighting Fixtures |
| ✓ Blinds & Shades | ✓ Roofing & Siding |
| ✓ Cabinets & Countertops | ✓ Toilets, Vanities & Faucets |
| ✓ Fencing | ✓ Water Heaters |
| ✓ Flooring | ✓ Windows & Doors |
| ✓ HVAC | ✓ & 50+ More Categories |
| ✓ Home Standby Generators | |

visit [Lowes.com/Services](https://www.lowes.com/Services) for more details.

For important lead hazard information that may apply to your project, see the U.S. EPA's guide, The Lead-Safe Certified Guide to Renovate Right, available at www.lowes.com/eparrp.

Installation services guaranteed by Lowe's labor warranty & available through independent contractors, licensed & registered where applicable. License numbers & certifications held by or on behalf of Lowe's Home Centers, LLC. See [Lowes.com/licensing](https://www.lowes.com/licensing) for current license numbers.

THE LEAD-SAFE CERTIFIED GUIDE TO RENOVATE RIGHT



CAUTION CAUTION CAUTION CAUTION CAUTION CAUTION



1-800-424-LEAD (5323)

epa.gov/getleadsafe

EPA-740-K-10-001

Revised September 2011



This document may be purchased through the U.S. Government Printing Office online at bookstore.gpo.gov or by phone (toll-free): 1-866-512-1800.

Important lead hazard information for families, child care providers and schools.



IT'S THE LAW!

Federal law requires contractors that disturb painted surfaces in homes, child care facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Always ask to see your contractor's certification.

Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under six years of age that attend those facilities: renovators must provide a copy of this pamphlet to child care facilities and general renovation information to families whose children attend those facilities.



WHO SHOULD READ THIS PAMPHLET?

This pamphlet is for you if you:

- Reside in a home built before 1978.
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six years of age who attends a child care facility built before 1978.

You will learn:

- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school should consider.
- How to prepare for the renovation or repair job.
- What to look for during the job and after the job is done.
- Where to get more information about lead.

This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information.
- **“Do-it-yourself” projects.** If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at **1-800-424-LEAD (5323)** and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at **1-800-424-LEAD (5323)** for information about courses and resources on lead-safe work practices.



RENOVATING, REPAIRING, OR PAINTING?



- Is your home, your building, or the child care facility or school your children attend being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school where your children under six years of age attend built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the child care facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb painted surfaces can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.

LEAD AND YOUR HEALTH

Lead is especially dangerous to children under six years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetuses. Lead gets into the body when it is swallowed or inhaled.
- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



What should I do if I am concerned about my family's exposure to lead?

- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.
- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb painted surfaces.

For more information about the health effects of exposure to lead, visit the EPA lead website at [epa.gov/lead/pubs/leadinfo](https://www.epa.gov/lead/pubs/leadinfo) or call 1-800-424-LEAD (5323).

There are other things you can do to protect your family every day.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering the house.

WHERE DOES THE LEAD COME FROM?

Dust is the main problem.

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand-to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

Home renovation creates dust.

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

Proper work practices protect you from the dust.

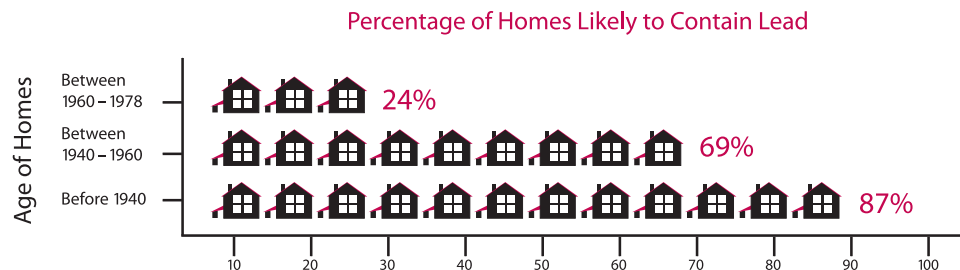
The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead.

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.



CHECKING YOUR HOME FOR LEAD-BASED PAINT



Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead.

Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You can hire a certified professional to check for lead-based paint.

These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

You may also have a certified renovator test the surfaces or components being disturbed for lead by using a lead test kit or by taking paint chip samples and sending them to an EPA-recognized testing laboratory. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

FOR PROPERTY OWNERS

You have the ultimate responsibility for the safety of your family, tenants, or children in your care.

This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes, child care facilities, and schools built before 1978 be certified and follow specific work practices to prevent lead contamination.

Make sure your contractor is certified, and can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- You can verify that a contractor is certified by checking EPA's website at epa.gov/getleadSAFE or by calling the National Lead Information Center at 1-800-424-LEAD (5323). You can also ask to see a copy of the contractor's firm certification.
- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- You should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices will be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor will clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with regulatory and contract requirements.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the requirements of HUD's Lead-Safe Housing Rule and the ones described in this pamphlet.

FOR TENANTS AND FAMILIES OF CHILDREN UNDER SIX YEARS OF AGE IN CHILD CARE FACILITIES AND SCHOOLS

You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes built before 1978 and in child care facilities and schools built before 1978, that a child under six years of age visits regularly, to be certified and follow specific work practices to prevent lead contamination.

The law requires anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Contact your landlord.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



PREPARING FOR A RENOVATION

The work areas should not be accessible to occupants while the work occurs.

The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
- To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or part of the work is being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



DURING THE WORK

Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

1. Contain the work area. The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.
- For exterior renovations, cover the ground and, in some instances, erect vertical containment or equivalent extra precautions in containing the work area.

These work practices will help prevent dust or debris from getting outside the work area.

2. Avoid renovation methods that generate large amounts of lead-contaminated dust.

Some methods generate so much lead-contaminated dust that their use is prohibited.

They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.



There is no way to eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.

FOR PROPERTY OWNERS: AFTER THE WORK IS DONE

When all the work is finished, you will want to know if your home, child care facility, or school where children under six attend has been cleaned up properly.

EPA Requires Cleaning Verification.

In addition to using allowable work practices and working in a lead-safe manner, EPA's RRP rule requires contractors to follow a specific cleaning protocol. The protocol requires the contractor to use disposable cleaning cloths to wipe the floor and other surfaces of the work area and compare these cloths to an EPA-provided cleaning verification card to determine if the work area was adequately cleaned. EPA research has shown that following the use of lead-safe work practices with the cleaning verification protocol will effectively reduce lead-dust hazards.

Lead-Dust Testing.

EPA believes that if you use a certified and trained renovation contractor who follows the LRRP rule by using lead-safe work practices and the cleaning protocol after the job is finished, lead-dust hazards will be effectively reduced. If, however, you are interested in having lead-dust testing done at the completion of your job, outlined below is some helpful information.

What is a lead-dust test?

- Lead-dust tests are wipe samples sent to a laboratory for analysis. You will get a report specifying the levels of lead found after your specific job.

How and when should I ask my contractor about lead-dust testing?

- Contractors are not required by EPA to conduct lead-dust testing. However, if you want testing, EPA recommends testing be conducted by a lead professional. To locate a lead professional who will perform an evaluation near you, visit EPA's website at epa.gov/lead/pubs/locate or contact the National Lead Information Center at **1-800-424-LEAD (5323)**.
- If you decide that you want lead-dust testing, it is a good idea to specify in your contract, before the start of the job, that a lead-dust test is to be done for your job and who will do the testing, as well as whether re-cleaning will be required based on the results of the test.
- You may do the testing yourself. If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the laboratory for analysis. Contact the National Lead Information Center for lists of EPA-recognized testing laboratories.



FOR ADDITIONAL INFORMATION

You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or child care facility.

The National Lead Information Center at **1-800-424-LEAD (5323)** or epa.gov/lead/nlic can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your state or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.

The National Lead Information Center can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at epa.gov/lead/pubs/brochure

- Steps to Lead Safe Renovation, Repair and Painting.
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

EPA CONTACTS

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at [epa.gov/lead](https://www.epa.gov/lead).

Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-5000

Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303-8960
(404) 562-9900

Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3507
(312) 886-6003

Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue,
12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7

(Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7003

Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop Street
Denver, CO 80202
(303) 312-6312

Region 9

(Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8021

Region 10

(Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1200

OTHER FEDERAL AGENCIES

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC

4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 638-2772
[cpsc.gov](https://www.cpsc.gov)

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
[cdc.gov/nceh/lead](https://www.cdc.gov/nceh/lead)

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
[hud.gov/offices/lead/](https://www.hud.gov/offices/lead/)



SAMPLE PRE-RENOVATION FORM

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

- ☐ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- ☐ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- ☐ **Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.