

**COUNCIL OF THE  
VILLAGE OF HIGHLAND HILLS**

**ORDINANCE NO. 2024-48**

For the September 12, 2024  
Council Meeting

Introduced by: Mayor Michael L. Booker

Supported by: Council President Pride and  
Councilpersons Greene, Mills, McManus and  
Wright

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO  
APPLY FOR AND ACCEPT THE 2024 HOME DEPOT GRANT FOR  
RENOVATION AND MODERNIZING THE POLICE  
DEPARTMENT FACILITIES TO IMPROVE EFFICIENCIES, AND  
DECLARING AN EMERGENCY.**

**WHEREAS**, Home Depot administers the 2024 Home Depot Grant for the purpose of renovation and modernizing Police Department Facilities to improve efficiencies; and

**WHEREAS**, The Village of Highland Hills, Ohio (the “VILLAGE”) Police Department is in need of renovation and modernizing the Police Department facilities and has applied for the grant and was awarded the grant by Home Depot in an amount of up to \$14,905.86; and

**WHEREAS**, The Village wishes to enter into a Grant Agreement with Home Depot for this purpose.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, COUNTY OF CUYAHOGA, AND STATE OF OHIO, THAT:**

Section 1: This Council of the VILLAGE (the “Council”) finds and determines that it is in the best interest of the VILLAGE to apply for and obtain a grant from Home Depot for renovation and modernizing of the Police Department facilities in an amount up to \$14,905.86. The grant application and agreement shall be in substantially the same form as attached hereto as Exhibit A. The Mayor and/or Police Chief are hereby authorized to execute the Grant Application and Agreement to accept the Grant(s) funds, and further authorizes the Mayor and/or Police Chief to pursue purchase of the materials and labor to complete the renovation and modernization project for the Police Department. The grant funds shall be placed in the Police Department fund for accounting and expenditures as determined by the Finance Director.

Section 2: Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an orderly meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This Ordinance is declared to be an emergency measure necessary to provide for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Highland Hills, and for the reason that it is necessary to accept this grant due to the time limitation on expending the grant funds and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 12th day of September, 2024.

First Reading ✓      Second Reading \_\_\_\_\_      Third Reading \_\_\_\_\_

Vote: Pride ✓ yea \_\_\_ nay      Greene ✓ yea \_\_\_ nay      Mills ✓ yea \_\_\_ nay  
McManus ✓ yea \_\_\_ nay      Wright ✓ yea \_\_\_ nay

Cassandra Pride      9/12/24  
Cassandra Pride      Date  
President of Council

Attest: Margaret Sikon      9/12/24  
Margaret Sikon, Clerk of Council      Date

Filed with the Mayor: ✓      9/13/24  
Date

Approved By: [Signature]      9/13/24  
Michael L. Booker, Mayor      Date



# HOME DEPOT GRANT 2024



## Application

**Application Type:** Team Depot  
Donation

**Organization:** Highland Hills Police  
Department

### Application Reference

202403776

Is your organization not available in the search?

### Project Activity

Team Depot Volunteer Project

## Overview

### Grant Summary

#### Project Title

Renovate and modernize police facilities for improved efficiency.

#### Project Description

The grant application will cover the cost of new flooring, trim, and paint, including installation services from Home Depot, for the Highland Hills Police Department.

#### Recipient/Org Bio

This rehabilitation and modernization project is crucial for transforming our police department into a state-of-the-art facility that supports our mission, enhances officer well-being, and strengthens our ability to serve the community effectively. By addressing these pressing needs, we can ensure a safer, more efficient, and community-focused policing environment for years to come. Our mission to provide professional, ethical, and impartial service while performing our duties, and strive to enhance the quality of life for all who live, work, or visit the Village of Highland Hills.



## Application

### Recipient Impact

The renovations at the Highland Hills Police Department are necessary to create a safer, more professional, and welcoming environment. These changes will not only transform the daily lives of the officers and staff but will also have a profound and positive impact on the community members who interact with the department. Through these improvements, the department will be better equipped to serve and protect the Highland Hills community effectively.

### How Home Depot got involved

I learned about this program from our Fire Chief, who used it to renovate and upgrade the Village of Highland Hills Fire station.

### Approved Scope of Work

## Volunteer Info

### Number of HD Volunteers

10

### Number of community/nonprofit volunteers participating

5

## Grant Amount

### Amount Requested

\$14,938.26

### Cost per Volunteer (Initial)

\$1,493.83

**Grant Start Date:**

**Grant End Date:**



## Application

### HD Facility Info

#### Sponsoring Home Depot Facility

Store 3842-Highland Heights

#### Will this project involve multiple Home Depot facilities?

No

### Sponsoring Home Depot Community Captain

**Sponsoring Associate** Robert "Trip"  
**Name:** Wellman

**Sponsoring Associate** ASM  
**Position:**

**Sponsoring Associate** 440-684-1343  
**Phone #:**

**Sponsoring Associate** robert\_c\_wellman@homedepo  
**Email:** t.com

### Facility Contact Information

**Facility Captain:** Robert "Trip"  
Wellman

**Facility Captain Email:** robert\_c\_wellman@homedepot  
.com

**Facility Manager:** James  
Drinkwater

**Facility Manager Email:** james\_drinkwater@homedepot  
.com

**District Captain:** Kris Smith

**District Captain Email** kristopher\_n\_smith@homedep  
**Address:** ot.com

**Facility City:** Highland Heights

**Facility State:** OH

**District Manager or** Eric Vornheder  
**Director:**

**District Manager or** eric\_p\_vornheder@homedepot.  
**Director Email:** com



## Application

### Project Details

#### Project Info

**Project Street Address**

3700 Northfield Road Police Department

**Please list the city(ies) directly impacted by this project**

Highland Hills

**Project State**

OH

**Project Zip**

44122

**If your event or project is in a Metropolitan Area, please select it below**

Cleveland, OH

**Project Date**

07/22/2024

**Project Start Time**

8:00 AM

**Project End Time**

4:00 PM

**Please select the project activity that most closely matches the work you will be completing**

Renovating/Remodeling



FOUNDATION

## Application

**Please select the primary population your project will serve**

Other (not listed)

## Facility Info

### Facility Type

Community Building

### Facility Type - Sub

Police/Fire Station

**How many housing units/homes are expected to be constructed/rehabbed/refurbished?**

0

## Measures/Metrics

**How many individuals will be impacted? Please include veterans and non-veterans**

30

**How many veterans will be impacted?**

8

### Veterans Population Served

None of the Above

**Number of Wheelchair Ramps Built**

0

## Grant Terms





## Application

**Do you agree to these I Agree  
terms?:**

**Gift Card Payment Email Address**

cgolston@vhhohio.org

PR

Grant PR

**How do you plan to publicize the grant and acknowledge receipt of grant support from the Foundation?**

- Utilize Facebook. Create engaging post with visuals, such as photos and videos, thanking the Foundation.
- Community Newsletter.
- Encourage the Foundation to place signage outside the facility.

**Would the homeowner or any veteran at the facility be available for media interviews, photographs or to share their story?**

Yes

**Are there any special invited guests?**

Not at this time.

Nonprofit PR Contact

**Is the PR contact the Yes  
same as the Primary  
Contact for this grant?:**



# FOUNDATION

## Application

**Primary Media Contact Name**

Charles Golston

**Primary Media Contact Email**

cgolston@vhhohio.org

**Primary Media Contact Position**

Chief

**Primary Media Contact Phone**

216-283-3007

**Local Media Contact****Local Media Outlets**

## Org Leadership

**Organization Information**

Highland Hills Police Department  
3700 Northfield Rd  
Highland Hills, OH, 44122  
Phone: 216-283-3007

**Organization Mission Statement**

The Village of Highland Hills Police Department has well over thirty sworn officers, and growing. The concept and team logo is "One Team One Family". Integrity, loyalty, professionalism, honor and pride are a few of the human qualities that motivate and inspire the men and women of the Highland Hills Police Department to strive to become "Better, Stronger, Faster"! The village is made up of roughly 90% senior citizens. Having said this, the police department established intense hourly foot patrols in the community and in the buildings where the residents reside.



## Application

### Organization Background, History, etc.

The Village of Highland Hills Police Department has well over thirty sworn officers, and growing. The concept and team logo is "One Team One Family". Integrity, loyalty, professionalism, honor and pride are a few of the human qualities that motivate and inspire the men and women of the Highland Hills Police Department to strive to become "Better, Stronger, Faster"! The village is made up of roughly 90% senior citizens. Having said this, the police department established intense hourly foot patrols in the community and in the buildings where the residents reside.

### Primary Contact

Charles Golston  
3700 Northfield Rd  
Highland Hills  
Phone: 216-283-3007 x  
Email: cgolston@vhhohio.org

## Attachments

### Store Quote

Team\_Depot\_Highland\_Hills.JPG  
140.9 KB - 07/02/2024 12:09 PM

Total Files: 1

### Certificate of Liability Insurance

2024-25\_Renewal\_COIs.pdf  
783.3 KB - 06/21/2024 5:54 AM

Total Files: 1



## Application

### IRS Determination Letter

20240624131548.pdf

112.6 KB - 06/24/2024 1:07 PM

Total Files: 1

### Additional Documentation

## The Home Depot Special Services Will Call/Direct Ship/Delivery

**Returns:** Except where prohibited by law, all returned Special Order Merchandise is subject to a fifteen percent (15%) restocking fee. Custom made goods are not returnable.

**Will Call:** The Home Depot Store will call the number provided on the invoice when your order is available. A Will Call held at the store for over thirty (30) days shall be subject to the abandoned property laws in your state.

**Direct Ship:** Direct Ship merchandise will be sent by the vendor and/or manufacturer to the address on the invoice.

**Delivery:** The Home Depot shall arrange for its delivery agent to deliver the merchandise to the address identified on the invoice pursuant to the following terms and conditions:

**Roads Notice:** The delivery address must be accessible by vehicle over roads and bridges rated to handle up to and including (40) forty ton loads. If any portion of delivery agent's route must traverse a section of road that is not rated to handle a forty ton load or heavier, Customer will be responsible for seeking a waiver, at Customer's expense, from the appropriate governmental authority. If Customer is unable to obtain a waiver, delivery service will not be available to the delivery address.

**Unattended Drop:** **If Customer will not be present to accept the delivery, and the delivery can be left unattended, please initial below:**

\_\_\_\_\_ By initialing here, I authorize The Home Depot and its delivery agent to leave the merchandise unattended following delivery, and I accept full responsibility for any resulting loss of, or damage to, the merchandise.

**Outside Deliveries Only:** If you are purchasing merchandise designated by The Home Depot for **outside delivery** only, your purchase **does not** include delivery of the merchandise beyond curbside; however, additional services may be available to deliver the merchandise to a location that you designate. In that event, you will be presented with the following waiver at the time of delivery, which you must sign as a condition of receiving any additional delivery services:

In consideration of the delivery of the merchandise that I purchased from The Home Depot ("Merchandise") to a location designated by me at my request, I, \_\_\_\_\_, on behalf of myself and my agents, successors, and assigns, hereby **RELEASE AND FOREVER DISCHARGE, WITHOUT CONDITIONS**, Home Depot U.S.A., Inc. and its affiliates, employees, officers, directors, managers, agents, contractors and any other person working through or under it (hereinafter collectively "The Home Depot"), from any and all claims, causes of action, demands, liabilities, damages, costs and expenses, of every kind and nature, whether known or unknown, suspected or unsuspected, which exist now or in the future (hereinafter "Claims"), relating and/or arising out of the delivery of the Merchandise. **I FURTHER EXPRESSLY, FULLY, AND UNCONDITIONALLY ASSUME ANY AND ALL RISKS AND FULL LIABILITY FOR ANY RESULTING PERSONAL INJURY, DAMAGE TO PROPERTY OR DAMAGE TO MERCHANDISE WHICH MAY GIVE RISE TO CLAIMS AGAINST ME AND/OR THE HOME DEPOT. I HAVE FULLY INFORMED MYSELF OF THE NATURE OF THE RISKS INHERENT IN THE DELIVERY OF THE MERCHANDISE AND VOLUNTARILY AGREE TO ALLOW DELIVERY OF THE MERCHANDISE ONTO MY PREMISES. I HAVE CAREFULLY READ AND COMPLETELY UNDERSTAND THIS RELEASE AND ASSUMPTION OF RISK FORM BEFORE SIGNING IT.** This agreement shall become effective upon my signature and shall be governed by the laws of the State of Georgia.

If you choose not to utilize additional delivery services beyond curbside delivery, you will not be required to sign the above waiver.

Accepted by: \_\_\_\_\_

X  
Customer's Signature

07/29/2024

Date



# Customer Receipt

6/19/2024, 1:25 PM EDT

Store # 3842

Sales Person RCW409

Store Phone # (440) 684-1343

Location 6199 WILSON MILLS RD, HIGHLAND HEIGHTS, OH 44143



Order # H3842-281518

Receipt # 3842 00097 85544

PO / Job Name Team Depot Highland Hills

Police Department

## Customer Information

CHARLES GOLSTON

(216) 622-5335

CGOLSTON@VHHOHIO.ORG

3700 Northfield rd 1

Highland Hills, OH 44211

## Delivery

**Delivery Address**  
3700 Northfield Rd  
Beachwood, OH 44122

**Delivery Options**  
Outside Delivery

**Estimated Arrival**

| Item Description   | Model #    | SKU #      | Unit Price                                 | Qty | Subtotal   |
|--|------------|------------|--|-----|------------|
| 01 BEHR ULTRA 5 gal. Ultra Pure White Extra Durable Flat Interior Paint & Primer   | 172005     | 1004663288 | \$167.00 / each                            | 3   | \$501.00   |
| 02 ROBERTS 30 fl. oz. (0.9375 qt.) Wall and Cove Base Adhesive in Cartridge Tube<br>🔧 Install service - Installed as part of Install 1 - D23 FLOORING  | 7200-30C   | 569102     | \$10.27 / each                             | 9   | \$92.43    |
| 03 ROPPE Vinyl Wallbase Dark Gray 0.080 in. T x 4 in. W x 48 in. L Dryback<br>🔧 Install service - Installed as part of Install 1 - D23 FLOORING  | H140C5P150 | 1009428881 | \$35.45 / case                             | 8   | \$283.60   |
| 04 FloorMuffler 100 sq. ft. 4 ft. x 25 ft. x 0.04 in. Premium Underlayment for Vinyl Plank Flooring<br>🔧 Install service - Installed as part of Install 1 - D23 FLOORING                         | 0265265    | 1009234673 | \$79.00 / roll                             | 21  | \$1,659.00 |
| 05 Lifeproof Sterling Oak 22 MIL x 8.7 in. W x 48 in. L Click Lock Waterproof Luxury Vinyl Plank Flooring (20.1 sqft /case)<br>🔧 Install service - Installed as part of Install 1 - D23 FLOORING | 1966106LP  | 1006712135 | \$65.99 / case                             | 113 | \$7,082.84 |
| 06 Outside Delivery<br>🔧 DISCOUNT \$79.00 OFF EACH   | N/A        | 515663     | <del>\$79.00 / each</del><br>\$0.00 / each | 1   | \$0.00     |



# Customer Receipt

6/19/2024, 1:25 PM EDT

Store # 3842

Sales Person RCW409

Store Phone # (440) 684-1343

Location 6199 WILSON MILLS RD, HIGHLAND HEIGHTS, OH 44143

H3842-281518



**Install 1 - D23 FLOORING**  
**SKU # 1004592741**

**Install Address**  
3700 Northfield Rd  
Beachwood, OH 44122

**Service Provider**

**Estimated Install Date**  
07-29-2024 to 10-27-2024

## D23 FLOORING Install Service

### Install Subtotal

| SKU # | Unit Price | Qty | Subtotal |
|-------|------------|-----|----------|
|-------|------------|-----|----------|

\$4,182.85

|                     |            |               |   |        |
|---------------------|------------|---------------|---|--------|
| SFI PRO HARDSURFACE | 1004592741 | \$0.00 / each | 1 | \$0.00 |
|---------------------|------------|---------------|---|--------|

|                |  |                |   |         |
|----------------|--|----------------|---|---------|
| Measure Credit |  | -\$0.00 / each | 1 | -\$0.00 |
|----------------|--|----------------|---|---------|

### Basic Installation Labor:

|  |  |          |   |        |
|--|--|----------|---|--------|
|  |  | \$0.00 / | 1 | \$0.00 |
|--|--|----------|---|--------|

### Custom Labor:

|                     |  |                 |   |            |
|---------------------|--|-----------------|---|------------|
| SFI PRO HARDSURFACE |  | \$4,182.85 / EA | 1 | \$4,182.85 |
|---------------------|--|-----------------|---|------------|



# Customer Receipt

6/19/2024, 1:25 PM EDT

Store # 3842

Sales Person RCW409

Store Phone # (440) 684-1343

Location 6199 WILSON MILLS RD, HIGHLAND HEIGHTS, OH 44143

## Install Details

Please read carefully



H3842-281518

## ✂ Install 1 - D23 FLOORING

SKU # 1004592741

**90 DAY RETURN POLICY.** The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

For your Annual ProXtra Member Statement: [https://www.homedepot.com/c/Pro\\_Xtra](https://www.homedepot.com/c/Pro_Xtra)

**Subtotal** \$14,175.75

**Discounts** -\$374.03

**Sales Tax** \$1,104.14

**Order Total** \$14,905.86

**Balance Due** \$0.00

## Payment Method



Gift Card

**Charged \$14,905.86**





## Home Improvement Agreement: Page 1

### Home Depot License Number(s):

Home Depot license numbers are listed on page 3, and at [www.homedepot.com/LicenseNumbers](http://www.homedepot.com/LicenseNumbers).

JOSEPH ZINGALE

Salesperson Name

Registration # (Req. in CA,CT,ME,MD,MI,NJ,DC)

Home Depot U.S.A., Inc. ("Home Depot") or Service Provider named below will furnish, install and/or service the equipment listed below at the price, terms and conditions as outlined on this form.

### Service Provider Contact Information

Authorized Representative Name

Service Provider Company Name

Phone #

Service Provider Email Address

Service Provider License #(s)

### Customer Information

Golston

Customer Last Name

Charles

Customer First Name

3842

Store # / Branch Name

H3842-281518

Customer Lead/ PO#

3700 Northfield Rd

Customer Address

Beachwood

City

OH

State

44122

Zip

Home Phone#

Work Phone#

Cell Phone#

riackson@cfi-installation.com

Customer Email Address

### NOTICE OF RIGHT TO CANCEL

**YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY CONTACTING THE SERVICE PROVIDER OR STORE DIRECTLY; EMAILING SERVICE PROVIDER AT:**

Contact Store Directly

**OR DELIVERING WRITTEN NOTICE TO HOME DEPOT AT:**

2455 Paces Ferry Rd SE

Address

Atlanta

City

GA

State

30339

Zip

**BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING, UNLESS THE STATE SUPPLEMENT PROVIDES A DIFFERENT CANCELLATION PERIOD. THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE. YOUR PAYMENT(S) WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS AFTER HOME DEPOT'S RECEIPT OF YOUR NOTICE. YOU MUST MAKE AVAILABLE FOR PICKUP BY HOME DEPOT OR SERVICE PROVIDER, AT YOUR SERVICE ADDRESS, AND IN SUBSTANTIALLY THE SAME CONDITION AS WHEN DELIVERED, ANY MERCHANDISE OR MATERIALS DELIVERED TO YOU. OR YOU MAY CONTACT HOME DEPOT FOR INSTRUCTIONS REGARDING RETURN SHIPMENT AT HOME DEPOT'S EXPENSE.**

**THE LAW REQUIRES THAT THE HOME DEPOT GIVE YOU A NOTICE EXPLAINING YOUR RIGHT TO CANCEL. PLEASE SIGN BELOW TO ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN ORAL AND WRITTEN NOTICE OF YOUR RIGHT TO CANCEL.**

Acknowledged by:

*[Signature]*

Customer's Signature

07/29/2024

Date

### Description of Work to be Performed

A detailed description of the work to be performed is included in the paragraph entitled Scope of Work or Specification which is included in this Agreement.

### Anticipated Delivery Date / Installation Schedule

Approximate Start Date:  Approximate Finish Date:  All dates are approximate and subject to change based on unforeseen events including inclement weather, permitting delays, and delays in confirming insurance coverage of Your claim for any repair, if applicable.

### Electronic Records Authorization

You are entitled to a paper copy of this Agreement if you choose. If you consent to an e-mailed copy, your consent applies to this Agreement and all subsequent documents and written communications related to this Agreement. By contacting your Service Provider, you may update your email address, withdraw your consent, or obtain a paper copy of the Agreement or related documents at no charge. By providing your consent and verifying your email address above, you confirm that you have access to a computer that can receive and open emails and PDF documents.

### Contract Price and Payment Schedule

Payment of the Contract Price is due upon signing unless a different payment schedule is required by law, specified below or in a payment addendum.

Contract Price: \$  Includes all applicable taxes. Excludes finance charges.\*  
Sales Tax: \$  (If applicable, total amount of taxes included in Contract Price)

*\*Maximum deposit ONLY applicable in MD, MA, ME (33%), NJ, WI (99%)*

Deposit %  Deposit Amount \$  Remaining Balance \$

### Finance Charges

Any interest payments or other finance charges will be determined by Customer's separate cardholder or loan agreement, to which Home Depot is NOT a party, and will be in addition to Customer's payment under this Agreement. Customer is subject to the terms and conditions of the cardholder or loan agreement, as applicable. No funds should be made payable to Service Provider; however, Service Provider may collect Customer's payments made payable to Home Depot.

### Acceptance and Authorization

By signing below, you authorize Home Depot to: (a) arrange for Service Provider to perform any Services or (b) order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. Do not sign if blank or incomplete. (Service Provider's or permitting information may need to be provided to You later.) By signing, you acknowledge that: (i) You have read, understand, and accept this Agreement in its entirety, including the General Conditions and State Supplement, if any; (ii) You are receiving a complete copy of this Agreement; (iii) all rights and interests under this Agreement are solely vested in the person listed as "Customer" above; and (iv) Electronic signatures will be deemed originals for all purposes.

X    
Customer's Signature Date  
X    
The Home Depot Digital Signature Date

**Call The Home Depot at 1-800-466-3337 for help.**



### Home Improvement Agreement: Page 3

|                    |                     |                       |                    |
|--------------------|---------------------|-----------------------|--------------------|
| Golston            | Charles             | 3842                  | H3842-281518       |
| Customer Last Name | Customer First Name | Store # / Branch Name | Customer Lead/ PO# |

**License numbers held by or on behalf of HOME DEPOT, U.S.A., INC .:**

**AL:** 05972, 06238, 51289, 1924, 16036, EMP-5701; **AK:** CONE25084; **AZ:** ROC092581, ROC252435; **AR:** 228160519, MP6616; **CA:** 602331; **CO:** ME-30122, EC-7930, PC.0003126, MP.00190074; **CT:** HIC.533772, ELC.0203352-E1, HTG.0406972-D1, PLM.0288547-P1; **DE:** HM-0000772, PL-0002473; **DC:** 410517000372, DRM300281, PL-0002473; **FL:** EC0001440, EC13007199, CGC1514813, CGC1522717, CGC061641, CRC046858, CAC1813767, CAC1818831, CFC1426021, CCC1331113, CCC1331130, CCC058300; **GA:** GCCO005540, RBCO005730, EN216765, GAREGCN208589; **GU:** CLB-08-0124, R-0514-0062; **HI:** CT-22120; **ID:** 005190, RCE-19683, 022877, 024086, 024087, 022876; **IL:** 104017473; **IN:** PL11700034; **IA:** C091302, 24602, 24602; **KS:** 16-009627; **KY:** CE65260, ME65140, HM05813, M7838; **LA:** 883162, 43690, 43690, 557308, 43960, 883162, LMP 6987, LMNGF9285; **ME:** See link above; **MD:** 13793, 85434 42144, 76141, 404011589; **MA:** 9875, 112785, CS-107774; **MI:** 2102119069, 2101089942; **MN:** BC147263, EA731567, MB732457, PC147263, PM-093715, PM-093716; **MS:** 22222-MC; **MO:** See link above; **MT:** 37730, ELE-EM-LIC-31718, PLU-PM-LIC-13784; **NE:** 26085, 33118; **NV:** 38686, 84011, 84052, 82439, 82440, 82441, 82442; **NH:** 4324, GFE0802907, MBE1801069; **NJ:** 13VH09277500, 34EB0158400, 34EI0158400; **NM:** C86302; **NY:** See link above; **NC:** 31521, U.30834, 34277, 33747; **ND:** 29073, M-3759, 1634, 1636, 1638; **OH:** 46992, 46992; **OK:** 106339, 0135514, 80003095; **OR:** 95843; **PA:** PA142212; **PR:** SJ-14328-CN; **RI:** 9480, 8422; **SC:** GLG110120, CLG.110120, M104779; **SD:** EC3363, Wal-MD-R1104-16-1963-C, FLM-TX-R1108-16-1965C; **TN:** 47781, 47781, 47781, 3899, 3877; **TX:** TECL24447, TICL113, TACLA1574C, TACLB14980C, M16451; **REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, P. O. BOX 12157, AUSTIN, TEXAS 78711, 1-800-803-9202, 512-463-6599; WEBSITE: WWW.TDLR.TEXAS.GOV; RESPONSIBLE MASTER PLUMBER RICHARD W. MOORE, JR., LICENSE M16451 STATE BOARD OF PLUMBING EXAMINERS 919 EAST 41ST STREET P.O. BOX 4200 AUSTIN, TEXAS 78745 1-800-845-6584; WT4195; DALL. BU120698; VI:** See link above; **UT:** 286936-5501, 286936-5501; **VT:** PM04663; **VA:** 2705068841; **WA:** HOMED088RH, MOOREJR934LN, HOMEDDU825KQ, WASHICR849P6; **WV:** WV036104, WV036104, WV036104; **WI:** 1046796, 1375416, DC-030700030; **WY:** C-40136

**Services may not be available in all areas. The Home Depot reserves the right to correct pricing errors on printed materials. Offer(s) may not be combined with any other offer. All home services performed through The Home Depot, including plumbing services, are performed by independent contractors, including independent licensed plumbing contractors, as applicable. Services provided by The Home Depot authorized independent installation professionals. Home Depot U.S.A., Inc. 2455 Paces Ferry Rd. Atlanta GA 30339**



## OHIO SUPPLEMENT

Golston

Customer Last Name

Charles

Customer First Name

3842

Store # / Branch Name

H3842-281518

Lead/Customer Order #

The Home Depot

Salesperson's Name (if any)

The terms and conditions of this Supplement apply to all Home Depot Home Improvement Agreements in Ohio and are expressly made a part of all such agreements. In the event of any conflict, inconsistency or discrepancy between the terms of your Home Improvement Agreement and this Ohio Supplement, the terms of this Supplement will control.

**EXCESS COSTS** IF AT ANY TIME A HOME CONSTRUCTION SERVICE REQUIRES EXTRA COSTS ABOVE THE COST SPECIFIED OR ESTIMATED IN THE CONTRACT THAT WERE REASONABLY UNFORESEEN, BUT NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS OVER THE COURSE OF THE ENTIRE HOME CONSTRUCTION CONTRACT, YOU HAVE A RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE THE HOME CONSTRUCTION SERVICE SUPPLIER BEGINS WORK RELATED TO THOSE COSTS.

**DOWN PAYMENT** WHEN APPLICABLE, THE DOWN PAYMENT REQUIRED FROM CUSTOMER PRIOR TO THE BEGINNING OF THE INSTALLATION WILL BE EQUAL TO AND SHALL NOT EXCEED AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE TOTAL CONTRACT AMOUNT IN THIS AGREEMENT. CUSTOMER AGREES THAT THE COSTS OF MATERIALS TO BE INSTALLED SHALL BE DUE AND PAYABLE UPON DELIVERY OF THE MATERIALS TO THE SITE AND COMMENCEMENT OF THE INSTALLATION. WHERE THE AGREEMENT INVOLVES THE INSTALLATION OF SPECIAL ORDER ITEMS, CUSTOMER AGREES THAT THE DOWN PAYMENT PRIOR TO THE BEGINNING OF THE INSTALLATION MAY BE AN AMOUNT UP TO OR EQUAL TO SEVENTY-FIVE PERCENT OF THE TOTAL CONTRACT AMOUNT.

**INSURANCE** The Home Depot carries liability insurance applicable to this project. The name and contact information for The Home Depot's liability insurance carrier is: Steadfast Insurance Company, 1400 American Lane, Schaumburg, Illinois 60196-1056, 1-800-382-2150.



## NOTICE OF CANCELLATION

Date of Transaction: \* 07/29/2024

Lead/Customer Order # H3842-281518

\*The date of transaction is the later of the date printed above or 3 business days after You sign the Agreement

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the date of transaction.

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 canceled.

If You cancel, You must make available to the seller at Your residence, in substantially as good condition as when received, any goods delivered to You under this contract or sale, or You may, if You wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If You do make the goods available to the seller and the seller does not pick them up within TWENTY (20) CALENDAR DAYS of the date of Your Notice of Cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the seller, or if You agree to return the goods to the seller and fail to do so, then You remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, deliver, or email a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram, to:

Contact Store Directly

Contact Store Directly

(Email Address/ Fax # of seller or seller's authorized representative)

The Home Depot

(Print/type name of seller or seller's authorized representative)

2455 Paces Ferry Rd SE

(Address)

Atlanta

(City)

GA

(State)

30339

(Zip)

**NOT LATER THAN MIDNIGHT OF:**

08/01/2024

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

**I HEREBY CANCEL THIS TRANSACTION.**

(Date)

(Buyer's Signature)

Charles Golston

(Buyer's printed name)



## The Home Depot General Terms & Conditions

1. **DEFINITIONS:** "Agreement" means (I) the Home Improvement Agreement between You and Home Depot, (II) the following listed documents, and (III) any documents referenced in or attached to any of the following listed documents: (a) any Change Orders; (b) the State Supplement, if any; (c) these General Terms and Conditions ("General Conditions"); (d) extended installation warranty documents, if any; and (e) the Scope of Work. "Defect" means any Services that are found to be non-compliant with manufacturer's installation instructions. "Home" means the real property, fixtures and any physical improvements where the Services are performed. "Services" means (i) the delivery and furnishing of goods, equipment, materials, and hardware; and (ii) any related labor and services, including without limitation, construction, consultation, fabrication, erection, installation, inspection, maintenance, repair, and testing. "Scope of Work" means a detailed description of work or Services to be performed, including, but not limited to, any quotes, schedules, invoices, specification sheets, proposals, confirmation emails or otherwise. "Service Provider" means an independent contractor, authorized by Home Depot, and its employees, agents, and subcontractors. "Work Area" means any property, buildings, or structures necessary for the staging, temporary storing and performance of the Services. "You"/"Your" means the customer identified in the Agreement.
2. **HOME DEPOT'S RESPONSIBILITIES:** Home Depot or Service Provider will complete the Services in a workmanlike manner and in accordance with applicable law without causing damage to Your Home, *provided, however,* that Home Depot or Service Provider will not start or continue with any Services upon discovery of any condition at Your Home that Home Depot or Service Provider deems in its sole discretion to be hazardous or unsafe. Unless specifically contracted to do so, neither Home Depot nor Service Provider is obligated to repair such pre-existing hazardous or unsafe conditions.
3. **ASSIGNMENT/SUBCONTRACTING:** Home Depot and Service Provider may assign this Agreement, or any right herein, or any monies due or to become due hereunder, and may delegate or subcontract any obligations or Services hereunder without Your consent. This Agreement shall not be assigned by You without first receiving Home Depot's written consent, which may be denied in Home Depot's sole discretion.
4. **YOUR RESPONSIBILITIES:** (a) **Payment:** You agree to pay Home Depot in full for the Services pursuant to the terms of this Agreement. (b) **Safe Access:** You agree to provide Home Depot and Service Provider Safe Access to Your Home. "Safe Access" means safe and complete access to the Work Area, including, without limitation: (1) obtaining in advance of the Services consent, permission, or relief from any covenants, easements, restrictions, or other legal encumbrances affecting the Work Area; (2) providing the location of utilities, whether underground, concealed, overhead or visible, to Home Depot or Service Provider; (3) removing from the Work Area physical impediments, hazards, and building code or zoning violations that affect directly or indirectly the Work Area; (4) removing unsafe working conditions and hazardous materials, including environmental hazards, from the Work Area; (5) providing sanitary facilities to Home Depot or Service Provider convenient to the Work Area (or, alternatively, paying for the rental costs of such facilities); (6) providing all utilities, including without limitation, power, water, ventilation and climate control, in and for the Work Area; (7) removing from and protecting against minors, pets, guests and visitors in the Work Area; (8) keeping permits, if required, visible at all times; (9) disengaging, suspending or terminating any security systems protecting the Work Area; (10) providing adequate temporary storage space as needed for Home Depot's or Service Provider's performance of the Services; and (11) not interfering, impeding, impacting or otherwise disrupting the Work Area at any time during Home Depot's or Service Provider's performance of the Services. (c) **No Performance:** Services are to be performed by Home Depot or Service Provider. If You attempt to perform or assist with the Services in any way, You assume all risk for property damage and for injury to Yourself and others.



## The Home Depot General Terms & Conditions

**MODIFICATIONS AND CHANGE ORDERS:** Without invalidating this Agreement, You may authorize Home Depot or Service Provider to perform Services beyond the scope of the Agreement ("**Change Order**"). A Change Order will be issued by Home Depot or Service Provider on behalf of Home Depot, which You may accept by signing. Upon Your signing of the Change Order, it will become part of this Agreement, subject to all of the terms of the Agreement. Change Order may also result from Home Depot or Service Provider encountering conditions at the Work Area that impact, impede or otherwise interfere with the performance of the Services, requiring an increase in cost, time, or both. Following the discovery of any conditions that impact, impede or otherwise cause the Work Area not to have Safe Access, Home Depot may immediately ask for a Change Order or discontinue the Services without further obligation to You. Home Depot may also ask for a change order in the event of errors or omissions in measurements or quantities used to determine the Contract Price. If You decline a Change Order request, You or Home Depot may terminate this Agreement.

6. **TITLE AND RISK OF LOSS:** The title to and risk of loss for any materials or goods provided to You that originate from Home Depot shall pass to You when paid in full by (1) You or (2) the Service Provider as part of the Services. Title to any other materials or goods provided by Service Provider shall pass to You upon completion of the Services.
7. **WARRANTY LIMITATION ON WARRANTIES AND DAMAGES:** (a) **Warranty:** Unless otherwise stated in the Agreement, Home Depot warrants for 1 year from the completion date (the "**Warranty Period**") that all Services will: (i) be performed with good workmanship and (ii) conform to the requirements of the Agreement. During the Warranty Period and within a reasonable time after receiving notice from You of a warranty claim, Home Depot may, at its sole discretion (I) correct or replace each Defect, (II) authorize the correction or replacement of each Defect; or (III) remove each Defect and refund all or a proportional amount of the Contract Price thereof to You; *provided, however*, that all warranties are voided if (1) anyone other than Home Depot or Service Provider performs work upon or otherwise modifies any materials or Services provided under this Agreement; or (2) You fail to pay Home Depot in full as provided in this Agreement. Any warrantable corrections, replacements or repairs made in accordance with this Agreement will not extend the Warranty Period. (b) **Limitation on Warranties:** THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE STRICTLY LIMITED TO THE FOREGOING EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH IN THE WARRANTY SECTION OF THE AGREEMENT, IF ANY. YOU ACKNOWLEDGE AND AGREE THAT NO OTHER WARRANTIES ARE MADE OR GIVEN BY HOME DEPOT OR SERVICE PROVIDER, INCLUDING ANY WARRANTY FOR FITNESS OF PURPOSE, WARRANTY OF MERCHANTABILITY, OR ANY OTHER ORAL, EXPRESS OR IMPLIED WARRANTIES. HOME DEPOT'S EXPRESS WARRANTIES ARE VOIDED FOR ANY DEFECT CAUSED BY ABUSE, MISUSE, NEGLIGENCE, ACTS OF GOD, LACK OF PRESCRIBED OR STANDARD MAINTENANCE, OR IMPROPER CARE/CLEANING. ANY MANUFACTURER'S WARRANTIES PROVIDED FOR GOODS, MATERIALS, OR EQUIPMENT WILL BE PASSED THROUGH BY HOME DEPOT TO YOU, AND YOU AGREE TO LOOK SOLELY TO SUCH MANUFACTURER FOR REMEDY OF ANY DEFECT IN SUCH GOODS, MATERIALS, AND EQUIPMENT. HOME DEPOT MAY ASSIST YOU WITH WARRANTY CLAIMS AGAINST MANUFACTURERS. (c) **Limitation on Damages.** Home Depot will not be liable to YOU for indirect, incidental, special, punitive or consequential damages RESULTING FROM PERFORMANCE OF THE SERVICES, including, BUT NOT LIMITED TO, damages for lost opportunities, OR lost profits.
8. **TERMINATION:** This Agreement may be terminated by Home Depot for its convenience, and by either party for cause if the other party fails to correct a material breach within ten (10) days after receiving notice from the non-breaching party identifying the breach. In the event Home Depot terminates this Agreement because You fail to provide Safe Access to perform the Services, or if either party terminates the Agreement because You decline a Change Order request resulting from unforeseen, hazardous, or unsafe conditions or conditions that materially changes the Scope of Work, then You will pay Home Depot for Services provided through the date of termination plus any costs or expenses incurred by Home Depot or Service Provider as a result of the termination.





## The Home Depot General Terms & Conditions

9. **CHOICE OF LAW; SEVERABILITY:** This Agreement will be governed by and interpreted in accordance with the laws of the State where the Project is physically located. The parties intend for the terms and conditions in the Agreement to be complementary, consistent, and enforceable under applicable laws. In the event any term or condition in the Agreement violates applicable law, such term or condition will be severed from the Agreement, but only to the extent necessary to avoid such violation, without invalidating any other terms and conditions of the Agreement.
10. **ENTIRE AGREEMENT:** This Agreement is the final, integrated, and exclusive expression of the parties' understanding, which supersedes all prior offers, orders, understandings, representations, proposals, confirmations, and negotiations between the parties, whether oral or written. No course of dealing, usage of trade, course of performance, course of conduct, or any other evidence of additional or different terms will be admissible to contradict or vary any term in the Agreement.
11. **SECURITY INTERESTS; LIENS:** If You make all payments as required under this Agreement, no security interest will be placed against Your property by Home Depot. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested. After paying on any completed phase of the Services and before making any further payments, You should request from Home Depot or Service Provider a signed, unconditional release from, or waiver of, any right to place any claim against Your property applicable to the work then completed. You may ask an attorney about Your rights to discharge security interests.
12. **RETURNS:** Custom order merchandise (i.e., goods that are custom made, uniquely altered, color-matched, shaped, sized, or otherwise uniquely designed or fitted to the requirements of a particular space) is non-returnable, and its Contract Price cannot be refunded unless Home Depot or Service Provider (1) incorrectly ordered it or (2) damaged item beyond repair. Special or custom order merchandise may be returned, and a refund for all or part of the Contract Price provided, in the discretion of Home Depot. Please contact The Home Depot for additional details concerning returns.
13. **AGREEMENT/SERVICE ORDER COMMUNICATION PREFERENCES:** You can visit [www.homedepot.com](http://www.homedepot.com) > In-Store Special Orders at any time to access Your account for the following: (1) Update Your Agreement/Service Order Communication Preferences (email, text, Auto Call); (2) Contact Home Depot for order assistance; (3) View latest order status; or (4) Take action to schedule pickup for Your Service Orders. To stop any of the following communications You may visit [www.homedepot.com](http://www.homedepot.com) > In-Store Special Orders to access Your account to update Your Agreement/Service Order Communication Preferences, contact The Home Depot, and take action on orders. If You signed up to receive updates about Your Agreement/Service Order(s) via: (a) **Text Message Communications**, You may receive multiple messages per order (including current and future orders) via automated technology to the mobile phone number You provided. The total number of messages received depends on the number of orders placed and order activity. Standard message and data rates apply. Not all carriers covered. You can text STOP to 97710 to stop (You will be sent a confirmation message). Call 1-877-467-2581 or 1-800-466-3337 for help; (b) **Electronic voice communications (Auto Call)**, You may receive multiple pre-recorded phone calls per order (including current and future orders) via automated technology to the phone number You provided. The total number of calls received depends on the number of orders placed and order activity. You can press 9 during a call to opt out or call 800-HOME-DEPOT for help; or (c) **Email Communications**, You may receive multiple Emails per order (including current and future orders) via automated technology to the Email address You provided. The total number of Emails received depends on the number of orders placed and order activity.
14. **LEAD PAINT:** Homes built prior to 1978 may require additional testing to determine if lead paint is present, and additional precautions if lead paint is present. You will be informed by Your Service Provider of any additional costs resulting from lead paint requirements prior to performing the Work. For additional information, visit [www.epa.gov/lead/renovation-repair-and-painting-program](http://www.epa.gov/lead/renovation-repair-and-painting-program).





## HS-105: RECEIPT OF LEAD PAINT PAMPHLET

|                    |                     |                  |             |
|--------------------|---------------------|------------------|-------------|
| Golston            | Charles             | 3842             |             |
| Customer Last Name | Customer First Name | Store/Branch No. | Lead/PO No. |
| 3700 Northfield Rd | Beachwood           | OH               | 44122       |
| Address            | City                | State            | Zip         |

Before a contractor can perform work on a home built before 1978, we're required to give you an EPA pamphlet on the dangers of lead paint. This form confirms that you've received the pamphlet.

### OWNER / OCCUPANT CONFIRMATION:

I am the (check one): ☐ Owner ☐ Occupant ☒ Both of the property listed above.

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.

|                       |                    |            |
|-----------------------|--------------------|------------|
| Charles Golston       |                    | 07/29/2024 |
| Printed Customer Name | Customer Signature | Date       |

### IF TENANT IS UNAVAILABLE:

If the property is a **rental** and Home Depot is unable to get a signature from anyone living there, please check one of the boxes below and sign where indicated:

- ☐ **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)

|                                 |           |      |
|---------------------------------|-----------|------|
|                                 |           |      |
| Service Provider's Printed Name | Signature | Date |

**CUSTOMER NOTICE:** If you have any questions or concerns about the lead-safe work practices performed in your home, please contact us at [lead\\_paint@homedepot.com](mailto:lead_paint@homedepot.com).

# THE LEAD-SAFE CERTIFIED GUIDE TO RENOVATE RIGHT

**WARNING**  
LEAD WORK AREA  
POISON  
NO SMOKING  
OR EATING

UTION

CAUTION

CAUTION

CAUTION

CAUTION

C

C



1-800-424-LEAD (5323)  
[www.epa.gov/getleadSAFE](http://www.epa.gov/getleadSAFE)  
EPA-740-K-10-001

April 2010



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:**

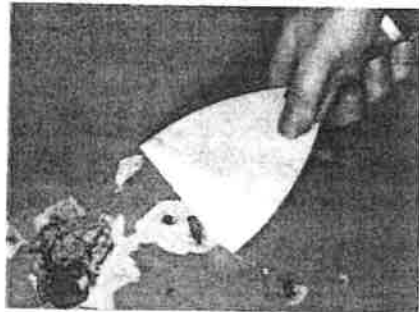
- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school should consider.
- How to prepare for the renovation or repair job.
- What to look for during the job and after the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

- 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.
- 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.

For more information about the health effects of exposure to lead, visit the EPA lead website at [www.epa.gov/lead/pubs/leadinfo.htm](http://www.epa.gov/lead/pubs/leadinfo.htm) 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 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.

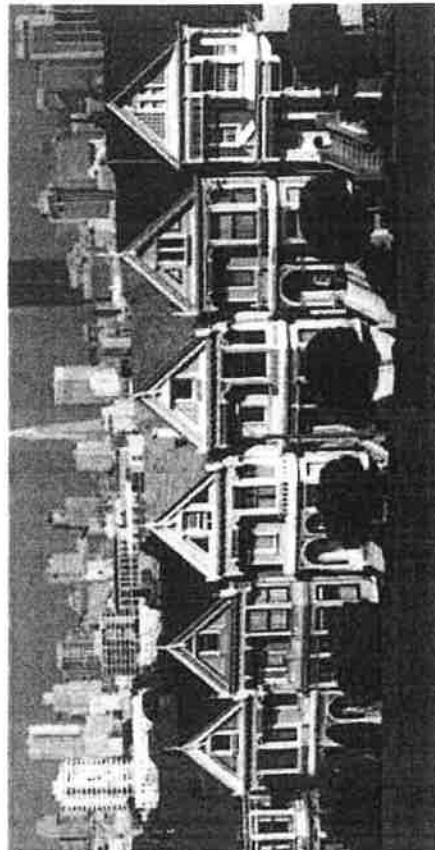
Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

### 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 using a lead test kit. 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](http://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.**

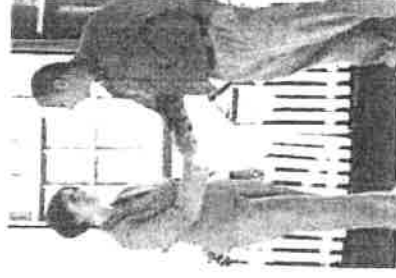
This means properly preparing for the renovation and staying out of the work area (see p. 8).

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.

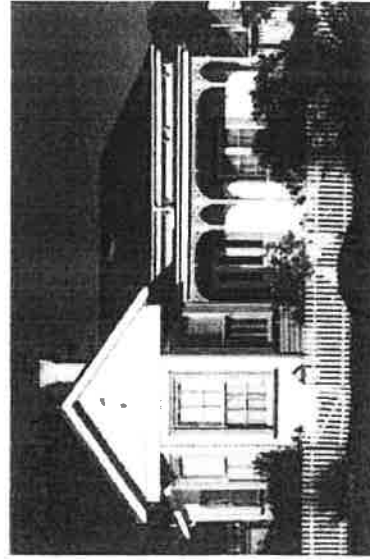
The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed.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

These 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 has been cleaned up properly. Here are some ways to check.

Ask about your contractor's final cleanup check. Remember, lead dust is often invisible to the naked eye. It may still be present even if you cannot see it. The contractor must use disposable cleaning cloths to wipe the floor of the work area and compare them to a cleaning verification card to determine if the work area was adequately cleaned.

To order a cleaning verification card and detailed instructions visit the EPA lead website at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at 1-800-424-LEAD (5323) or visit their website at [www.epa.gov/lead/nlic.htm](http://www.epa.gov/lead/nlic.htm).

You also may choose to have a lead-dust test. Lead-dust tests are wipe samples sent to a laboratory for analysis.

- You should specify in your contract that a lead-dust test will be done. In this case, make it clear who will do the testing.
- Testing should be done by a lead professional.

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 lab for analysis.

Contact the National Lead Information Center at 1-800-424-LEAD (5323) for lists of qualified professionals and EPA-recognized lead labs.

If your home, child care facility, or school fails the dust test, the area should be re-cleaned and tested again.

Where the project is done by contract, it is a good idea to specify in the contract that the contractor is responsible for re-cleaning if the home, child care facility, or school fails the test.



## 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 [www.epa.gov/lead/nlic.htm](http://www.epa.gov/lead/nlic.htm) can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

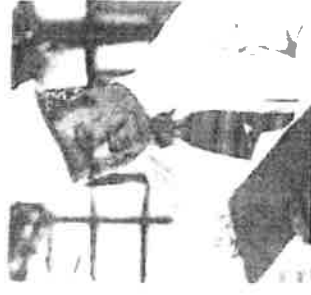
- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your state or local government has requirements more stringent than those described in this pamphlet, you 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 [www.epa.gov/lead/pubs/brochure.htm](http://www.epa.gov/lead/pubs/brochure.htm).

- 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](http://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 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 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 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) 665-6444

#### 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 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  
[www.cpsc.gov](http://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  
[www.cdc.gov/nceh/lead](http://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  
[www.hud.gov/offices/lead/](http://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.