



**INSTALLATION SERVICES CUSTOMER CONTRACT - FLOOR - CARPET**

LOWE'S OF ELIZABETH CITY, NC, STORE # 1713
1605 WEST EHRINGHAUS STREET
ELIZABETH CITY, NC 27909-4551

STORE PHONE: (252) 331-6160
SALESPERSON: NICHOLE MARCHAND
SALESPERSON ID: 3067317
Document Print Date : 11/17/2021

This is only a Quote for the merchandise and services printed below. This becomes an agreement upon payment and issuance of a Lowe's receipt, upon which the entire agreement, including the specifically completed pages of this document, the Terms and Conditions included with this document, the applicable portion(s) of Lowe's receipt, and any other addenda or attachments hereto, shall be referred to herein as this "Contract."  
**PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE "TERMS AND CONDITIONS," BEFORE SIGNING.**

**Lowe's Registration or Contractor License Number / Lowe's Contractor Name**

<b>S O L D T O</b>	Customer Name			Home Phone
	<b>linda aston</b>			<b>757-572-0611</b>
	Customer Address			Other Phone
	<b>1279 MILLPOND RD</b>			
	City	State / Province	Zip / Postal Code	
	<b>ELIZABETH CITY</b>	<b>NC</b>	<b>27909</b>	
	Installation Address			
	<b>1279 MILLPOND RD</b>			
	Installation City	Installation State/Province	Installation Zip/Postal Code	
	<b>ELIZABETH CITY</b>	<b>NC</b>	<b>27909</b>	

**MERCHANDISE AND INSTALLATION SUMMARY**

<b>MERCHANDISE SUMMARY</b>		
1367194 : 7L76400500 : SOS : BLUE DIAMOND I 12 : Blue Diamonds I 12' - Concrete : SHAW INDUSTRIES, INC - QTY 840		
	<b>Materials Price</b>	<b>\$ 1999.20</b>

<b>INSTALLATION DESCRIPTION</b>	
Labor Category : Carpet	Job Type : Replacement
Number of Areas to Update : 4	Timeframe Built : After 1986
Eligible for Express Install : No	Carpet Install Type : Power Stretch on Tack Strip

Carpet Size : 12-ft Wide Independent Contractor Supplied Pad : Yes Pad Linear Footage : 140 Customer Preferred Carpet item/model # : 1367194 71764 00500 concrete Pattern Size : None Subfloor Composition : Wood Subfloor Leveling/Damage Comments : Potentially Transitions LFT : Not Applicable New Moulding LFT : None Understand Scope - Carpet : Yes Additional Miles : 0 Additional Work : None Eligible for Install Offer : Yes Comments : Customer prefers SILVER (or grey) contractor supplied transitions. Please bring on truck.	Carpet Square Footage : 840 Pad Type : STAINMASTER Memory Foam - 872586 Remove/Haul Away : No Customer Preferred Carpet Pad : elite Stairs : No Subfloor Wood Type : Plywood Transitions - Contractor Supplied : Yes Moulding Removal Charge : No Rooms with Furniture to Move : None Permit : No Permit Required Access Fee Amount : None Carpet Install Offers : SOS Carpet Installation Offer Detail Fee Barcode : Barcode				
	<table border="1"> <tr> <td><b>Labor Charges</b></td> <td><b>\$ 950.60</b></td> </tr> <tr> <td><b>Detail Deduction</b></td> <td><b>-\$ 0.01</b></td> </tr> </table>	<b>Labor Charges</b>	<b>\$ 950.60</b>	<b>Detail Deduction</b>	<b>-\$ 0.01</b>
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**Additional Specifications:**

Notation: Lowe's will not make structural modifications, remove cabinetry to accommodate new appliance, or upgrade electrical service.

**Additional Specifications:**  
**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 to be performed in Your dwelling unit or facility. A copy of the pamphlet is also available at the following website: <https://www.epa.gov/sites/production/files/documents/renovaterightbrochure.pdf>. For more information see: <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>.

**PHOTO RELEASE:** Customer grants to Lowe's and Lowe's employees and independent contractors the right to take photographs of the Premises where Installation Services will be performed and all work performed at the Premises related to this Contract, and irrevocably grants to Lowe's all right, title, interest in and to the photographs for use in all markets and media, worldwide, in perpetuity. Customer authorizes Lowe's to copyright, use and publish the photographs in print and/or electronically, and agrees that Lowe's may use such photographs for any lawful purpose, including, but not limited to, marketing, advertising, publicity, illustration, training and Web content. By initialing here, Customer agrees to the foregoing. \_\_\_\_\_ [Customer to initial to the left].

**NOTICE TO CUSTOMER-PRICE CALCULATIONS:** In order to properly perform the installation of certain Goods, the Contract Price may include more Goods than actually will be installed based on the measured square footage of the Project Area. As a result, the parties agree that the lump-sum Price stated in this Contract is calculated upon both the value of the estimated Goods required to fulfill the Contract (including waste), which may exceed the actual square footage of the Project Area, and the labor which may be estimated based on the amount of Goods required to fulfill the contract (including waste). By signing this Contract below, Customer acknowledges receipt of this notice and agrees and understands that the Price includes these costs which may not be refunded once the Installation Services are performed.

**NOTICE OF ARBITRATION AGREEMENT**  
 This Contract provides that all claims by Customer or Lowe's will be resolved by BINDING ARBITRATION. Customer 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). Lowe's and Customer's rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. Lowe's and Customer 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 section titled ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION ADJUDICATION found in the Terms and Conditions of this Contract.

<b>TOTAL CHARGES OF ALL MERCHANDISE AND SERVICES</b>	*where applicable	
	<b>SUB-TOTAL</b>	<b>\$ 2949.79</b>
	<b>*TAX</b>	<b>\$ 206.49</b>
	<b>DELIVERY</b>	<b>\$ 0.00</b>
	<b>ORDER TOTAL</b>	<b>\$ 3156.28</b>
	<b>BALANCE DUE</b>	

**WAIVER OF LIEN and ONE YEAR WARRANTY(TO BE SIGNED BY CONTRACTOR)**

I, the undersigned Installer/Independent Contractor, having been employed by the Customer who signed the Certificate of Completion below do hereby certify that the work for this project will be or has been completed in a workman like manner and to the Customer's satisfaction. In consideration of the receipt of one dollar and other good and valuable consideration, and to the extent permitted by applicable law, I hereby waive and relinquish all liens and all rights and claims of liens which I, the undersigned, now have or may hereafter have for labor or materials furnished, and Further certify that all work performed and materials furnished, if any, by any other party or parties upon the order of the undersigned, have been fully paid for. Further, I the undersigned, agree to cause the prompt release of any mechanic's lien(s) which may be filed against the Customer's premises by any subcontractor, laborer, mechanic or material supplier claiming the right to file such a lien through work related to Customer's Contract with Lowe's. In addition to any warranties provided by law or specified elsewhere, including the Customer's Contract with Lowe's, the undersigned further warrants that all work furnished for this project shall be free from defects either in material or workmanship. If any defects in material or workmanship shall be discovered in the work furnished or material used during the course of the work or within one year from the date of the Certificate of Completion, the undersigned agrees to replace or correct such defective work or material, free from all expense to Lowe's and the Customer in a manner satisfactory to the Customer.

I further represent that I have given Customer the option of retaining some or all of the surplus materials or having some or all of such surplus materials removed from the Customer's premises. If applicable to the performance of the work required for this project, I, the undersigned installer/Independent Contractor, do hereby certify that I have complied with all requirements of the Lead Renovation, Repair, and Painting Program Rule ("LRRPP RULE"), 40 C.F.R.sec 745.80et seq., or any applicable state laws or program regulating lead-based paint safe work practices, including compliance with all information distribution, notice requirements and work practice standards in performing the work required for this project. I certify that I have provided the Customer with all documentation required to be supplied under the LRRPP Rule or state program, shall retain all records required by law, and have attached to this document copies of all the records required to be retained by the LRRPP Rule or applicable state program.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(Seal)

SubContractor

Print Name

**CERTIFICATE OF COMPLETION**

- 1. I, the Customer, certify that the Installers/Independent Contractors or their sub-contractors, have furnished all Goods and/or services, that installation, repairs and alterations or improvements ("the installation services") have been completed as set forth in my/our contract with Lowe's, and that I have been offered the opportunity to request that Lowe's allow me to retain some or all of any unused, receipted surplus materials rather than have such surplus materials remain the property of Lowe's.
- 2. Buyer's initials (Buyer INITIAL ONE only)

- \_\_\_\_\_ There were no such surplus materials.
- \_\_\_\_\_ I accepted all surplus materials I wanted.
- \_\_\_\_\_ I declined to receive any surplus materials.

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

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Printed Name