



PROPOSAL AND CONTRACT

Form 3000118 Rev. 7/80

CUSTOMER'S NAME		JOB SPECIFICATIONS	\$ AMOUNT
Tommy Whitton			
STREET ADDRESS	PHONE NUMBER		
378 Roberts	735-6005		
CITY, STATE & ZIP CODE			
Madison City, Tenn		36 yds	
TYPE OF INSTALLATION		Camero carpet	
INSTALLATION ADDRESS		1/2" pad	
CITY, STATE & ZIP CODE		installed @	
Payment: Customer agrees to pay to the Company the total balance due as follows:		26.49 yds	
<input type="checkbox"/> Revolving Charge Account — per Retail Instalment Credit Agreement.			
<input type="checkbox"/>			
<input type="checkbox"/> Cash On Completion — Payment of full balance due upon delivery and/or installation of the specified materials at the installation address.			95.364
<p>A cash-on-completion sale is a conditional sale, and title to the specified materials shall remain with the Company and shall not pass to the Customer until the total balance due has been paid in full.</p> <p>Customer specifically and knowingly grants to the Company the right and authority, upon the Customer's failure to pay the total balance due in full at the time of completion of delivery and/or installation, to immediately remove and retake the specified materials included in this contract from the installation address, with or without legal process, but without breach of the peace.</p> <p>Company shall have the right to remove and retake the specified materials, whether or not the removing and retaking shall cause any damage or injury to the installation address or any part thereof, and Company shall not be liable for any such damage or injury.</p> <p>If removal and retaking of the specified materials is necessitated by the Customer's default in payment, any deposit or downpayment paid by Customer to the Company pursuant to this contract shall be forfeit by Customer, and shall be applied toward the cost of removal of the specified materials, and any other costs incident to this contract.</p> <p>By signing within this box, I confirm that I have read the above terms and that I fully understand their meaning and import.</p> <p>Customer Signature</p>		TOTAL MATERIALS	\$
		INSTALLATION CHARGE	\$
		TAX (ON MATERIAL ONLY EXCEPT IN STATES REQUIRING TAX ON LABOR)	\$
		TOTAL	\$
		LESS DEPOSIT	\$
BALANCE DUE	\$		

Enter Additional Specifications on reverse side.

The Company agrees to sell, deliver and, if specified, arrange for the installation of the materials listed above, on the reverse side, and/or on attached sketches and specification sheets.

Installation: If installation is specified, it is understood that the Company may authorize a contractor, licensed where required, to make installation of the materials and the Customer authorizes the Company:

(1) to issue to said contractor an installation work order with specifications set forth herein; (2) to inspect installation upon completion thereof; and (3) to pay the contractor his charge for such installation.

There shall be no liability for delays in or failure to complete delivery or installation of all or any of the above-mentioned merchandise or materials, if due to fire or other casualties, labor disputes, war, governmental regulations, or any cause beyond the control of the Company.

Any changes made by Customer in the above specifications necessitating additional materials or labor shall not be included or covered by this Contract, but shall be provided for under separate and additional orders from the Customer.

This Contract shall constitute the entire agreement between the parties. Verbal understandings and agreements shall not be binding unless set forth herein, and this Contract may not be cancelled or modified without the express written consent of the Company.

In the event Customer's Credit is not approved by the Company's Credit Department any payment made hereunder shall be refunded to the Customer, and this Contract shall be null, void and of no effect.

CUSTOMER'S SIGNATURE	DATE
	12-3-85
The Sherwin-Williams Company	STORE NUMBER
	7750
STREET ADDRESS	PHONE NUMBER
5113022 10th	873-5616
CITY, STATE & ZIP CODE	
Memphis, Tenn	
EMPLOYEE'S NAME SIGNATURE	
PT. HOPKINS	