



PROPOSAL AND CONTRACT

Form 3000118 Rev. 7/80

CUSTOMER'S NAME	JOB SPECIFICATIONS	\$ AMOUNT
STREET ADDRESS: <u>378 Roberts</u> CITY, STATE & ZIP CODE: <u>Madison City, Tex</u> PHONE NUMBER: <u>735-6005</u>	<u>36 yds</u>	
TYPE OF INSTALLATION: <u>Carpet + pad installed</u>	<u>Carpet carpet</u>	
INSTALLATION ADDRESS: _____	<u>1/2" pad</u>	
CITY, STATE & ZIP CODE: _____	<u>installed @</u>	
<input type="checkbox"/> Payment: Customer agrees to pay to the Company the total balance due as follows: <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.	<u>26.49 yds</u>	
		<u>953.64</u>
	TOTAL MATERIALS	\$ _____
	INSTALLATION CHARGE	\$ _____
	TAX (ON MATERIAL ONLY EXCEPT IN STATES REQUIRING TAX ON LABOR)	\$ _____
	TOTAL	\$ _____
	LESS DEPOSIT	\$ _____
	BALANCE DUE	\$ _____

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.

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.

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.

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.

By signing within this box, I confirm that I have read the above terms and that I fully understand their meaning and import.

Customer Signature

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
	<u>12-3-85</u>
The Sherwin-Williams Company	STORE NUMBER
	<u>7750</u>
STREET ADDRESS	PHONE NUMBER
<u>5113 13022 10th</u>	<u>873-5116</u>
CITY, STATE & ZIP CODE	
<u>Madison Tex</u>	
EMPLOYEE'S NAME SIGNATURE	
<u>[Signature]</u>	