

# NEW ERA REMODELING & REPAIRS, LLC

[www.NewEraRemodeling.com](http://www.NewEraRemodeling.com)

WA. DEPT. OF L&I LICENSE: NEWERER8180P

## “General Terms & Conditions (GT&C)”

Which also includes [General Information](#), [Privacy Policy](#), & [Legal Notice](#)

THIS DOCUMENT IS A PART OF YOUR ESTIMATE & CONTRACTS, CHANGE ORDERS, AND INVOICES. PLEASE READ IT CAREFULLY AND FULLY BEFORE YOU SIGN ANY DOCUMENTS WITH US OR BEFORE YOU HIRE US IN ANY SHAPE OR FORM WHATSOEVER! PLEASE DO NOT SIGN ANY CONTRACT WITH US AND DO NOT HIRE US IN ANY SHAPE OR FORM WHATSOEVER IF YOU DO NOT FULLY UNDERSTAND OR AGREE TO THIS GT&C AND OUR “CONTRACTS” AS DEFINED BELOW UNDER DEFINITIONS! FURTHERMORE, YOU, THE CUSTOMER, CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED ALL DETAILS OF THE CONTRACT(S), THE TERMS & CONDITIONS OF THIS GT&C, AND ANY CONTRACTS YOU HAVE SIGNED WITH US AT YOUR OWN FREE WILL AND THAT YOU HAVE NOT BEEN FORCED TO SIGN ANY CONTRACTS WITH NERR IN ANY SHAPE OR FORM WHATSOEVER!

### Definitions:

- **GT&C:** is an abbreviation for General Terms & Conditions
- **NERR:** is an abbreviation for New Era Remodeling & Repairs, LLC
- **LLC:** stands for Limited Liability Company
- **Parties:** You, your, yours, Customer(s), Homeowner(s), Property Manager(s), and/or Client(s), refer to you, as a “Customer” of the service. A “Customer” is anyone who has, in any way, retained New Era Remodeling & Repairs, LLC to provide them with real estate property improvement services or home improvement services. We, us, my, mine, I, ours, NERR, NERR’s representative(s), NERR’s business owner(s), NERR’s employees, NERR’s workers, NERR’s sub-contractors, and/or our refer to “NERR” and its subsidiaries.
- **Website(s):** is the NERR’s internet Website(s) ([www.NewEraRemodeling.com](http://www.NewEraRemodeling.com))

- 32 - **NERR's Internet Profiles:** are any profiles we have on the internet at sites such as  
33 Google, Yahoo, Bing, Yelp, BBB, AngelList, Facebook, Twitter, ... etc.  
34 - **Jobsite:** is a location at a specific address where we provide service to our Customers.  
35 - **Contract or Estimate:** is the Estimate & Contract (**E&C**), Change Order Contract,  
36 Estimate, or Invoice (collectively called Contracts) we sign with a Customer. Each of  
37 these documents is considered an independent Contract and independent project. A  
38 Contract is a legal agreement between NERR and the Customer.  
39 - **Dispose of it:** means it is trash – get rid of it by putting it in the Customer's trashcan  
40 (onsite) or take it to the county disposal facility or other disposal places (offsite) as  
41 trash.  
42 - **Words of Authority:** "**May**" means "has discretion to," "has a right to," or "is permitted  
43 to." and "**Must**" means "is required to."  
44 - **Binding Contract:** The Contract is only binding if it has been signed by the Customer  
45 & NERR's representative and the deposit or full payment if required in the Contract,  
46 has already been received by NERR.  
47 - **Guarantee and Warranty:** The warranty is for products and parts and the guarantee  
48 is for workmanship. We never give a warranty to any customers because we do not  
49 manufacture the products or the parts we purchase and use for or for a project.  
50 - **Limited Workmanship Guarantee and Comprehensive Workmanship Guarantee:**  
51 In a Limited Workmanship Guarantee, we will do only 1-repair in 1-trip if requested. In  
52 a Comprehensive Workmanship Guarantee, we will do multiple repairs in multiple trips  
53 if requested as stated in the Contract we have signed with a Customer. Please see  
54 details of our "Workmanship Guarantee" on the following pages.  
55 - **Standard toilet:** Is any normal average toilet found in most houses in the U.S.A.

56 **Who is the homeowner or the property owner?** You confirm that you are the Customer,  
57 property owner, or homeowner. You further confirm that your spouse (if any) & you are both  
58 responsible for the payments even if only one of you signs the Contract(s).

59 **Contradictory Statements:** If any contradictions are discovered due to errors or for any  
60 reasons whatsoever between this GT&C and the Contracts we sign with a Customer, then  
61 the most stringent case to NERR's advantage shall prevail. Similarly, if any contradictions are  
62 discovered due to errors or for any reasons whatsoever in various parts of this GT&C  
63 document or the Contract(s), then the most stringent case/interpretation to NERR's  
64 advantage shall prevail.

65 **Leniency:** NERR, at its sole discretion, may show some leniency in enforcing the terms &  
66 conditions of this GT&C and the terms & conditions of the Contract(s) against a Customer.  
67 This does not mean that we are violating the terms & conditions of this GT&C and/or the terms  
68 & conditions of the Contract(s) we have signed with a Customer!

69 **What We Can Do for You:**

70 There are hundreds of jobs or tasks that we can do for you to solve your problems or bring  
71 improvements to your house or place of business. We can fulfill your handyman needs. We  
72 can also repair a damaged window, fix a door, or completely remodel your bathroom or  
73 kitchen. We can repair wood trims, roof leaks, light fixtures, patch concrete, or paint your  
74 house - inside and out. We can make your garden and lawn more beautiful. Do you need a  
75 pet door installed, a showerhead replaced or just your caulk or grout repaired? We can repair  
76 or replace your floor or wall tiles or complete a drywall patch. Whether it is a big job of  
77 remodeling your entire house or just a small list of tasks, we can help. Please call us today  
78 and get all your repairs done in a timely and cost-effective manner.

79 We clean up the work area after ourselves each day or at the end of every small job. We  
80 understand health and safety well and are trained in how to manage any potentially  
81 hazardous materials and use the proper techniques for all repair and remodeling projects.  
82 We sometimes use the services of certain licensed sub-contractors or professional sub-  
83 contractors if your project is too big for us to manage by ourselves or if we do not have the  
84 expertise or the license to do the work or part of the work by ourselves.



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88 **Types of Quotes:** Please note that we must be pre-paid in full amount  
89 once you sign a contract with us if you do not live in the house/facility/structure you  
90 want us to remodel, repair, or work on! Pre-payment in full amount is also required for  
91 commercial, industrial, or other similar projects!!!

92 **Time & Materials (T&M) Basis Estimate:**

93 We always price each project/job on a "Time & Materials (T&M) Basis" in our **Contract,**  
94 **Estimate, or Estimate & Contract.** This ensures that you will only pay for the work we  
95 complete and any materials we purchase for your project. You can also buy some of the  
96 needed materials or parts if you decide to save money by not paying us for shopping time or  
97 markup on the materials you want. In that case, we may suggest, upon your request, what  
98 materials, and quantities of /materials/parts, to buy and help you make a shopping list.  
99 However, you will be fully responsible for getting the right materials and the right quantities  
100 with appropriate dimensions regardless of our suggestions.

101 In this case, contingencies are not considered in the estimates; and the prices given are  
102 **minimum costs** to you. You will be informed if hidden or unanticipated problems or issues  
103 are discovered or if additional work is required during the project. In that case, you will be  
104 given an estimate for the additional work required. Please note that estimates are **not fixed**  
105 **quotes!**

106 The advantage of this method is that it is the least costly and fastest way to get many small  
107 to medium-sized tasks done. The disadvantage is that you do not have a firm price upfront,  
108 but rather an approximate time frame for the completion of your overall project. You may not  
109 be asked for an advance deposit for small-sized jobs that do not contain specialty-ordered  
110 items. We may request a deposit and/or weekly payments for medium to big projects.

111 If you wish your project to be priced differently, below are other possibilities:

112 **Estimates Range:**

113 To get an estimate range for the total costs, we can only give you an educated guess for what  
114 the costs will be. You will be provided with a low and a high number that may range within

115 25% of each other. The advantage is that you pay the actual cost there is no extra markup to  
116 cover contingencies, and you will not be charged more than the highest price. The  
117 disadvantage is that you do not know your exact cost in advance. However, if you are  
118 comfortable with the estimate range, then you can be satisfied with the final total cost.

119 **Bid or Fixed Quote:**

120 This is a firm quote on labor and materials we buy for your project and will be the exact amount  
121 you pay. The advantage is that you know the exact cost upfront. The disadvantage is that we  
122 must plan for unforeseen problems and your cost will be higher than other methods because  
123 we must charge more to cover the risk of unexpected costs. **For Bids and Fixed Quotes, we**  
124 **require that you pay for the entire cost of your project ahead of time before the 1st day of the**  
125 **project or when you sign the Contract!**

126 **Price Not to Exceed:**

127 This is like T&M but provides you with a price the project will not exceed. This is good when  
128 you have a long to-do list of small tasks but a limited budget. Then, we will try to complete  
129 as many tasks as we can and as fast as we can. The advantage is that you will not run over  
130 your budget, and the disadvantage is that all tasks may not get done this time and you may  
131 have to deal with the remaining undone items on another occasion. **For “Not to Exceed”**  
132 **projects, we require that you pay for the entire maximum cost of your project ahead of time**  
133 **before the first day of the project when you sign the Contract! We will refund to you if the**  
134 **total cost comes to less than what you initially paid us. We will be the sole authority to**  
135 **decide on the refund amount. No bargaining will be allowed by either party!!!**  
136

137 **Hidden Damages or Hidden Problems:**

138 Damages or problems discovered that could not be seen before starting your project **are not**  
139 **included** in “Estimates” or “Price Not to Exceed.” Once discovered, we will notify you and  
140 discuss with you a change order or a new invoice or contract detailing all the additional costs  
141 for you to approve before continuing your project. **These additional costs must be pre-paid**  
142 **in advance before continuing your project!**

143 **WE ARE ASSUMING THAT ALL YOUR PLUMBING PIPES AND DRAINS ARE MADE OF,**  
144 **COPPER, PEX, ABS, OR PVC. PLEASE NOTE THAT IF WE DISCOVER ANY CAST-IRON**

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145 **PIPES & DRAINS, GALVANIZED STEEL PIPES & DRAINS DURING THE PROJECT,**  
146 **SIGNIFICANT ADDITIONAL LABOR FEES AND PART COSTS WILL BE REQUIRED TO**  
147 **DEAL WITH THEM!!!**

148 **Price Increase Due to Inflation:**

149 We normally give a potential Customer 7 to 30 calendar days to decide if they want to hire us  
150 for their project after we submit a bid or a Contract to them. If the cost of living goes up due  
151 to inflation, we have the right to increase the total cost of the project accordingly after the  
152 above-mentioned 15 calendar days.

153 **Customer Changing the Scope of Work or Misbehaving after the Contract(s) are**  
154 **signed:** We strongly urge the Customer not to be wishy-washy about the scope of work and  
155 try to change them often or in any shape or form after the Contract (s) is/are signed. We have  
156 the right to refuse to accept changes to the scope of work once the Contract(s) is/are signed  
157 without assuming any liabilities whatsoever! We also have the right to cancel any Contract(s)  
158 we have signed with a customer before we start the project(s) if we do not agree with the  
159 changes the customer wants to make without assuming any liabilities whatsoever! We do not  
160 tolerate bossy Customers (BACKSEAT DRIVERS) who try to tell us how to do our work or  
161 give us orders on how to perform certain tasks of the project or try to micro-manage our daily  
162 activities in any shape or form. If we experience such Customer behaviors as stated above,  
163 we have the right **to quit working** and end the project to avoid further problems or  
164 complications. In that case, no refunds will be given to the Customer; and the Customer is  
165 fully liable for paying us the remaining balances of their Contracts. No cancellation of any  
166 parts of the contract by the customer is allowed after the contract(s) is/are signed. No refunds  
167 will be given to the customer for cancellation or modifications of the scope of work. Deposit  
168 (s) and/or other payments will not be refunded under any circumstances for any reasons  
169 whatsoever!!! **We have the right to request the balance payment at any time during the project**  
170 **for any reason whatsoever before we continue our work or before starting a project.**

171 We also have the right to charge a Customer \$100 for revising each Contract each time if we  
172 agree to revise, modify, update, change the Contracts, issue Change Order Contracts, or  
173 modify a Change Order Contract in any shape or form whatsoever. This cost will cover the  
174 time we must spend in changing the details of the Contract and printing costs. **Customers**  
175 **may lose their discounts or volume discounts if they cancel any parts of the Contract.**

176 In some rare cases, we may agree to continue the work despite the difficulties the Customer  
177 has been giving us if they promise not to be bossy anymore, not to micro-manage our activities  
178 anymore, not to make changes to the scope of work or the contract, and not to be “picky”  
179 about the quality of our work. In this case, **we will demand that the Customer pay us the**  
180 **remaining balances of their Contracts in full before we continue our work.** In this case,  
181 no more changes to the scope of the work will be allowed and no additional work related to  
182 the project will be accepted by us. We will do our best to bring the project to completion. If the  
183 Customer breaks his or her promise, we have the right to quit working and end the project to  
184 avoid further problems or complications. Again, in this case, no refunds will be given to the  
185 Customer in any shape or form or by any reason or means whatsoever!

186 **Scheduling:** The time frame we indicate in the E&C, invoices, Change Orders, Additional  
187 Work Contracts, ...etc. to complete a project is an approximate time frame that may also  
188 include additional days in case hidden problems are discovered and/or additional work is  
189 requested by the Customer. The time frame has nothing to do with the money we charge a  
190 Customer. The money we charge a Customer is for the tasks and the material costs of the  
191 project. We often finish the project sooner than the time frame we indicate in a contract if no  
192 additional work is requested by the Customer or if no hidden problems are discovered. A  
193 project's “start date” and “completion date” are tentative dates. We will keep the waiting  
194 customers informed as we get closer to completing the ongoing projects. This means that we  
195 may start your project a few days sooner or later than the tentative date. **Please buy all the**  
196 **items/parts you must provide for your project as quickly as possible in case we decide to start**  
197 **your project sooner.** Customers are not allowed to postpone the “Start Date” or the “Tentative  
198 Date” of the project without our written agreement. If the Customer violates this rule, they  
199 must compensate us (minimum of \$400/per day, \$50/hour) for any days or hours we are not  
200 allowed to work after the Tentative Date, Start Date, or during the project. In this case, we  
201 also have the right to cancel the project and refuse to serve the Customer without assuming  
202 any liabilities whatsoever! **Deposits will not be refunded.** The Customer will be still liable to  
203 pay for the full amount of the Contract immediately!

204

### 205 **Service Call Fee:**

206 We sometimes charge a flat fee of only \$100 to come out to each job site to give you an  
207 estimate. This fee will cover the driving time to your place as well as the cost of operating our

208 truck. This amount must be paid during the first visit if we ask for it. You will be credited for  
209 this amount in your invoice if you hire us to do your project.

210 For after-hours, emergencies, or urgent service calls, the fee will be a minimum of \$150 in  
211 most cases if we drive less than 15 minutes to get to your site. For longer drives, we normally  
212 add \$50 for every additional 15 minutes of driving. However, we will not charge more than  
213 \$250 in total for driving time. These fees cover only the driving time. Additionally, you will be  
214 charged our special labor fee (much higher than our regular labor fee) plus material & part  
215 costs for whatever you will be asking us to do.

### 216 **Labor Fees:**

217 Currently, we normally charge a labor rate of \$50 - \$200 per hour depending on our operating  
218 costs, the complexity, danger, and risks associated with each task/job/project. Labor rates  
219 are charged in increments of 30 minutes (1 to 30 min. = ½ hr. and 31 to 60 min. = 1 hr.) On  
220 average, normally, our labor fees are about \$50-\$75 per hour. Under certain special  
221 circumstances, we may lower or increase our labor rates to meet our business's financial  
222 needs. For example, we may lower our rates when the business is slow to attract more  
223 Customers, or we may increase our labor rate if the cost of operating our business increases  
224 due to inflation. We sometimes, at our sole discretion, in exchange for a successfully posted  
225 online Google review (good or bad – [see our coupon at our NERR website](#)), we give discounts  
226 to 1st-time Customers, to schoolteachers (1<sup>st</sup> grade to 12<sup>th</sup> grade), to senior citizens (75 and  
227 older,) to the handicapped, to disabled veterans, and to on-active-duty uniformed U.S.  
228 soldiers. These discounts normally apply if we ask them to write a review (GOOD or BAD)  
229 online on the last day of the project (one discount per customer per month.) All discounts and  
230 promotions are for labor fees only.

### 231 **Sales Tax:**

232 If the E&C, the Change Orders, and/or the Invoices do not specifically show the amount of  
233 sales taxes, or if sales taxes are omitted by mistake, then you MUST assume that all labor  
234 fees & part costs on these documents already include local sales taxes!

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237 **Setup & Clean Up and Trip Charge Fees:**

238 We normally charge a minimum of \$100 trip charge + labor fee per hour + our material & part  
239 costs to go to a Customer's house to do a job or a project no matter how small the job or the  
240 project is. The setup & clean up normally include mobilizing our tools & equipment, shopping  
241 for parts, cost of covering the floors with drop-cloth, cost of covering furniture and other items  
242 with plastic, cleaning, sweeping, or vacuuming the floors at our discretion during the project,  
243 and after the repairs are done at the end of the project. It may also include managing the  
244 trash, if any.

245 **Here is our normal five-step process for communicating with you:**

- 246 1. Once you request a service, we will come by and review your project with you and give  
247 you an estimate of the time and cost to complete your project. We may also tell you  
248 when we can start the work.  
249  
250 2. We may contact you again a day or so before, if necessary, to remind you what time  
251 we will start to do the work.



- 252 3. As work progresses, we will keep you updated. If we discover any hidden problems or  
253 damage or any unanticipated circumstances that require additional work, we will  
254 discuss them with you, price them, and together, we will schedule changes in a work  
255 order.  
256  
257

- 258 4. You are always welcome to contact us by phone, via cell phone text messaging, or by  
259 email if you wish to communicate with us regarding the ongoing project or the projects  
260 we have completed for you in the past - we will get back to you as soon as we can.  
261
- 262 5. We encourage you to give us feedback on the project and our performance daily and  
263 once the job is complete. You can do that by email, letters, online reviews, text  
264 messaging, or other written means you wish.  
265

266

267 **Other issues:**

268 **Customer's Initial on Every Page:** If this **GT&C** is provided to the Customer electronically  
269 (by email, text messaging, on a computer disk, or other electronic means), then the  
270 Customer's initial on every page is not required to confirm that they have received it and have  
271 agreed to it. If the Customer does not agree to any parts of this **GT&C**, then the Customer  
272 must inform us in writing and not sign any Contracts with us. If NERR provides this **GT&C** to  
273 the Customer on a paper form (not electronically,) then we will require the Customer to initial  
274 every page of it before signing a Contract with us. In other words, the lack of the Customer's  
275 initial on every electronic page does not mean that the Customer is not bound by the terms  
276 and conditions of this **electronic form of GT&C**.

277 **Estimate & Contracts, Invoices, Change Orders (collectively called Contracts):** Before  
278 signing any Contracts, the Customer **must** read the Contract's details and this GT&C in full  
279 detail and ask for clarifications if they do not understand any parts of them, and **in writing**,  
280 request changes to be made if they do not agree to any issues. If we agree to the requested  
281 changes, then we will make the changes before asking the Customer to sign the Contract.  
282 This GT&C is a part of every Contract we sign with a Customer. The Customer must also read  
283 the scope of work listed on the Contracts and ask us for corrections if they find errors or  
284 omissions before signing the Contracts. If errors or omissions are detected after the Contracts  
285 are signed, then the most stringent case that is to NERR's advantage shall prevail! If we  
286 mutually agree that the Contract needs to be rewritten and signed again, then we will make  
287 the corrections and price the project correctly as well if necessary. A Contract number is  
288 normally the date when the Contract was issued/written. For example, 2020-0307-JDO,  
289 indicates that the Contract was issued on March 07, 2020, and the "JDO" is extracted from  
290 the Customer's name "John Doe."

291 **Facility Types & Additions:** Due to our general liability insurance restrictions, we may not  
292 be allowed to provide our services to owners, residents, operators, or managers of  
293 townhomes, duplexes, apartments (multi-family structures), facilities with more than 3-stories,  
294 or other multifamily homes. Also, for the same reason, we may not be allowed to make  
295 additions to a structure. It is the Customer's responsibility to inform us if they live or their  
296 project site is in such properties ahead of time so we can more closely look into our options  
297 without violating our insurance requirements and/or violating the privacy or rights of the other  
298 residents living there.

299 **Utilities:** We expect the Customer to provide us with water, electricity, gas, or other utilities,  
300 as needed, free of charge during the project regardless of what times of the day or night we  
301 work. In other words, all invoices, estimates, quotes, Contracts, ...etc. are given with the  
302 assumption that we do not have to pay anyone for utilities used or we do not have to bring or  
303 produce our utilities to or at the job site. The Customer agrees to allow us to use their toilets  
304 and their trashcans, recycle bins, ...etc. daily during the project.

305 **Environmental:** We try to be a "GREEN" company and avoid using hazardous materials as  
306 much as possible [ such as oil-based paint, paint thinners, pesticides, herbicides, asbestos-  
307 containing materials, ... etc. We also try as much as possible to avoid advertising in papers,  
308 magazines, newspapers, ... etc. We do our best to separate and classify the trash we produce  
309 at the Jobsites so we can take the recyclable items to recycling centers or put them in the  
310 Customer's recycling container for proper disposal by the city or county authorities. We also  
311 expect the Customer to allow us to use their onsite trashcans daily for the trash we produce  
312 daily. Otherwise, we have the right to add additional daily fees (\$5 to \$10 per day) to our  
313 invoice(s) for hauling all the trash to an offsite facility daily. We always take the bulky heavy  
314 trash items offsite for disposal at no additional costs to the Customer beyond what we have  
315 already charged the Customer in a Contract. **Please Consider the Environment Before**  
316 **Printing this document – Save a Tree – Be Green!**

317 **License & Insurance:** As a company, we are a registered and licensed General Contractor  
318 (WA L&I Registration #: NEWERER818OP,) we are bonded and have liability insurance as  
319 required by the State of Washington. Most of the services we provide to Customers are done  
320 by either our well-trained handymen, by the business owner (David), or by hired qualified sub-  
321 contractor who will work under our supervision. If you require certain licensed servicemen or  
322 licensed sub-contractors to do your entire project or a part of your project, YOU MUST inform  
323 us in writing ahead of time so we can properly and adequately budget your project before  
324 signing any Contract with us. It is the Customer's responsibility to request in writing certain

325 licensed servicemen such as plumbers, electricians, sewer specialists, roofers, framers,  
326 heating & air conditioning specialists, ... etc. for their projects ahead of time before signing a  
327 Contract with us.

328 **Surety Bond:** Our surety bond currently covers up to \$30,000. The Customer agrees that,  
329 under no circumstances, but within the applicable Federal & State laws and local rules &  
330 regulations, and the terms & conditions of the surety bond, whichever is more appropriate,  
331 the Customer will not ask for more than a **total** of \$30,000 including ALL attorney's and other  
332 legal fees and costs FOR ALL INVOLVED PARTIES INCLUDING THE SURETY BOND  
333 COMPANY, collection fees, court costs, paperwork, expert testimonies, damages claimed,  
334 out of pocket expenses, ... etc.) if the size of their project IN OUT CONTRACT is more than  
335 \$30,000 and if they also find NERR at fault for any good reasons. In addition, and similarly,  
336 the Customer agrees that the Customer will not ask for more than the **Total Cost** (labor +  
337 parts provided by NERR only minus the attorney's fees and other legal fees and costs as  
338 stated above) of the project if the **Total Cost** of the project is less than \$30,000). Our bond  
339 company will require a court judgment against NERR, LLC before they pay any complaining  
340 Customer.

341 **Legal or Regulatory Paperwork:** By law, we may be required to give you, the Customer,  
342 certain notices related to your project and get your signatures. These may include the  
343 following 5 items. If we forgot to give you these documents or if you believe that you have  
344 not received these documents from us, please remind us to do so ASAP in writing. It is also  
345 the Customer's responsibility to make sure that they get these documents from us if  
346 required! By signing a Contract with us, you also confirm that you have seen the following 5  
347 documents, and you fully agree to them as if you have signed them for us. Examples of  
348 these notices / Forms **are attached to the end of this document** for your information  
349 review and acceptance.

- 350 1. [Disclosure Statement Notice to Customer](#)
- 351 2. [Construction Lien Notice to Owner](#)
- 352 3. [Lien Release Form](#)
- 353 4. [Notice to Be Posted by Prime Contractor](#)
- 354 5. [Safety Notice to Customer](#)

355 The Lien Release Form will normally be given to the Customer after the Customer has paid  
356 NERR and NERR's sub-contractors & suppliers (if any), in full. This Form will automatically  
357 become voided and invalid if disputes, disagreements, or legal issues arise between NERR  
358 and the Customer after the last day of the project or during the project for any reasons

359 including due to guarantee & warranty repair issues, if any. The last day of the project is when  
360 we announce (verbally or in writing) to the Customer that the project is completed. In other  
361 words, we will have the right to put a lien on the customer's property to recover all damages  
362 done to us by the customer including **ALL** the legal costs including attorney's fees, if any, as  
363 described under "**Attorney's & Legal Fees**" in this GT&C.

364 **Dust:** Home improvement projects are often very dusty, sometimes smelly, and noisy  
365 operations as well. NERR will, at its discretion, cover the floors with drop cloths and cover big  
366 & heavy furniture, if any, with plastic in the main work areas only. All small items including  
367 items hanging from the walls must be removed from the work areas by the Customer 1 day  
368 before the first day of the project. Curtains and blinds must be removed by the Customer as  
369 well. During the project, the dust will MOST LIKELY sit on all walls, doors, windows, ceilings,  
370 furniture, decorations, floors, countertops, ... etc. throughout the house. In the Contract,  
371 NERR never includes the cost of cleaning the entire house, the entire main work area(s), or  
372 any other parts of the house (other than the main work areas in **a limited** way) due to dust  
373 generated during the project. For example, the main work area is only the bathroom that we  
374 are remodeling and not the adjacent areas around the bathroom. **It will be the sole**  
375 **responsibility of the Customer to clean up the dust everywhere including the main work**  
376 **area at his/her own expense during the project and/or after the project is completed.**  
377 Walls, ceilings, doors, windows, beds, ceiling fans, curtains, light fixtures, shutters... etc. in  
378 the main work areas will not be dusted and/or cleaned by us either! We will, however, lightly  
379 vacuum or sweep the floor at the end of the project.

380 **Slippery Floors and Our Tools & Equipment Laying Around:** Please note that we  
381 normally cover the floor with drop cloths, paper, tarp, plastic, or other materials, collectively  
382 called "floor coverings," from the entrance point to the facility/house to the project location in  
383 the facility/house at our sole discretion. These materials are slippery on smooth hard floors  
384 and steps (i.e., hardwood, linoleum, laminate, tile, concrete, stairways, ... etc.) It is the  
385 responsibility of the Customer to advise everyone in the house/facility of the potential danger  
386 of the slippery floors. We will always have our tools, equipment, and supplies at the site at  
387 various locations (i.e. in a room, in the backyard, on the patio, on the porch, in the garage, in  
388 hallways, in front of the building in lawns, ... etc.) Here, we also ask the Customer to be careful  
389 when they encounter these items as they walk throughout the house/facility, so they do not  
390 trip over them. If you (the Customer) feel like anyone in the facility/house may slip and fall or  
391 trip over our items and get hurt in any shape or form, please inform us **in writing** so we  
392 (Customer & NERR), mutually, can perhaps find a better way to come up with safer solutions.  
393 Under no circumstances, NERR, its employees, workers, or subcontractors will be

394 responsible for slips, falls, and injuries to anyone (including Customers' pets and/or guests)  
395 due to walking on our floor coverings or tripping over our tools, equipment, or supplies. We  
396 will not be liable for the safety of pets or children chewing on our live electrical wires either!!!

397 **Who Is the Boss?:** Please note that NERR's relationship with the Customer is a Customer-  
398 Contractor relationship. No one is the boss! You and I **are not** in an employer-employee  
399 relationship. Some Customers mistakenly think that they are the boss, they are the employer,  
400 and we are their employees since they have hired us to work for them. They also mistakenly  
401 may think that since they are the boss, they can tell us how to do our work and/or be picky or  
402 be a "backseat driver." The fact is that the Customer & NERR have mutually agreed to work  
403 together to bring the project to a successful and peaceful completion. We expect the  
404 Customer to be considerate, polite, reasonable, not bossy, cooperative, and friendly to us as  
405 we will be to them. **We will not tolerate rudeness, picky people, perfectionists, "backseat  
406 drivers" or people who try to tell us how to do our work. These types of people are  
407 strongly advised to seek help for their projects elsewhere!!!**

408 **Single Point of Contact (SPOC):** We (NERR) must have only one (1) designated single  
409 point of contact from the Customer side so we can, daily, communicate with this individual  
410 regarding project-related issues. The SPOC must have full authority to make project-related  
411 decisions about any issue whatsoever when we communicate with him/her. It is the  
412 responsibility of the Customer to inform us in writing who this individual will be before the  
413 Contracts are signed. **The SPOC from the Customer side must be the one who signs the  
414 Contract.** This individual must also inform other people associated with the Customer not to  
415 interfere with the project-related issues in any shape or form when it comes to communicating  
416 with us (NERR.) The SPOC from the NERR side is always David Sabet, the business owner,  
417 **or** anyone who signs the Contract on behalf of NERR.

418 **Scope of Work & Change Order/Invoice (Contract):** Anything that is not specifically listed  
419 or described in the Contract as scope of work is not a part of the Contract. If any tasks which  
420 are left out of the Contract by mistake or intentionally, then they are not part of the Contract  
421 either. In most cases, in our Contracts, we charge our Customers on "Time & Material" basis  
422 as described in this GT&C. It is the responsibility of the Customer to carefully read the details  
423 of our Contracts and this GT&C and make sure that they understand them and fully agree to  
424 them before signing any Contracts with NERR. If you are on a "Time & Material" basis, the  
425 prices shown on your Contracts **ARE THE MINIMUM COSTS** and are only good for the items  
426 and tasks/scope of work listed. For additional work for hidden problems discovered during the  
427 project, if any, unanticipated complications, if any, or additional work for additional tasks

428 requested by the Customer, if any, the Customer will be charged the same labor rate as the  
429 labor rate the Customer was charged in the initial E&C + material costs. In this case, a Change  
430 Order/Invoice or separate Contract may be issued by NERR. **No labor discounts will be given**  
431 **in Change Orders/Invoices or new Contracts to the Customer. Change orders/invoices and**  
432 **new Contracts are independent Contracts and must be pre-paid at the time of signing them.**

433 **No Bargaining:** No bargaining by the Customer or we are allowed before, during, and/or after  
434 any projects! NERR does not allow bargaining by the Customer during the project for  
435 additional fees NERR asks for due to discoveries of hidden problems, unanticipated  
436 complications, due to changes the Customer makes to the scope of work, due to additional  
437 tasks the Customer requests, or due to requests or demands the Customer may make for re-  
438 doing a task that is already done. In a Change Order/Invoice or a new Contract, the Customer  
439 will be charged the same labor rate as the labor rate the Customer was charged in the initial  
440 E&C + material costs. No labor discounts will be given in Change Orders/Invoices or new  
441 Contracts. We do not bargain with the customer either to earn their business! **Change orders**  
442 **/ invoices and new Contracts are independent Contracts and must be pre-paid at the time of**  
443 **signing them.**

444 **Reserved Money / Contingency Money:** For all projects, we strongly suggest that the  
445 Customer allocate some additional money as a reserve for the hidden problems we may  
446 discover, the changes the Customer may bring up during the project, unanticipated  
447 complications, and/or issues we (NERR & THE CUSTOMER) neglected by mistakes when  
448 we wrote & signed the Contract. Please note that the larger the project is, the larger the  
449 amount of your reserved money should be. We suggest the Customer have in reserve, in  
450 addition to the total cost of the project listed in the Contract + the costs of the parts the  
451 Customer has agreed to provide for the project, at least 10% to %15 of the total initial costs  
452 of the project anticipated.

453 **Parts by Customers:** The Customer must buy **all the items** that they have agreed to buy for  
454 their project and have them ready at the job site **before the 1<sup>st</sup> day of the project** for our  
455 inspection to avoid delays in completing their project on time. NERR is often fully booked a  
456 few months ahead of time and projects are scheduled back-to-back in advance and we need  
457 to start them on time and finish them on time too. We thank you for your cooperation in  
458 advance. If the Customer is supposed to buy and install a shower door glass and/or a tub  
459 door glass (collectively called shower enclosure,) this can be done after we finish building the  
460 shower and/or the shower/tub combination. We will charge additional fees for making  
461 additional trips (**minimum of \$100 per daily trip + a minimum fee of \$400 for remobilizing**

462 **our tools & equipment and supplies each time**) to a Customer's job site if we cannot finish  
463 a project due to lack of parts the Customer was supposed to provide. **The \$100 fee must be**  
464 **paid by the Customer daily. The minimum \$400 fee must also be paid before we come back.**  
465 NERR has the right to inspect the parts the Customer has purchased for their project before  
466 the first day of the project. If NERR finds that the parts the Customer has bought for their  
467 project are inadequate, wrong, from overseas countries which we may not be familiar with or  
468 may not be according to American standards, or unacceptable to NERR for any reason,  
469 NERR has the right to delay the start of the project, refuse to do the project, or reschedule  
470 the Customer's project after NERR completes subsequent scheduled projects for other  
471 Customers who are waiting "in-line" to be served by NERR. In these cases, NERR has the  
472 right to charge the Customer extra fees to restart the project later. **The deposit(s) the**  
473 **Customer has paid us will not be refunded under these or any circumstances whatsoever! We**  
474 **also strongly suggest that you preferably buy the parts from the local stores so the returns &**  
475 **exchanges will be easy and speedy.**

476 **Supply & Demand Problems in Tough Times:** We would like to remind our customers that  
477 there may be delays in receiving their ordered parts due to supply and demand problems in  
478 the market. So, we advise everyone to try to get **all** the parts for their projects well in advance  
479 and before the 1<sup>st</sup> day of the project. We try to do the same for the parts we need for every  
480 project.

481 **Defective Products & Parts:** We sometimes find out that a product or part that we purchased  
482 from stores and installed or used or the Customer purchased for a project turns out to be  
483 defective and fails after a while. NERR is not liable in any shape or form for the damage these  
484 defective products may cause to the Customer and/or other occupants of the property or the  
485 Customer's property. NERR never gives a product warranty to a Customer under any  
486 circumstances because we do not manufacture or make these products. Manufacturers are  
487 liable for product warranties. We strongly suggest that Customers keep their receipts or proof  
488 of purchases so they can deal with the sellers and the manufacturers directly without getting  
489 us involved. If the defective parts or products are purchased by NERR, then we will deal with  
490 the manufacturer on liability issues ourselves without assuming any liabilities for the defective  
491 parts. There are a lot of poorly manufactured products on the market these days. **If we install**  
492 **a product that has been purchased by the customer and then find out that is defective, we**  
493 **have the right to charge the customer additional fees for removing the defective product and**  
494 **installing a new one once the customer gets a new replacement. We will not be liable for any**  
495 **damage to the occupants of the property or the property due to defective products or parts**  
496 **used in a project in any shape or form whatsoever regardless of who bought them!**



497 **Binding Contract:** Our signatures on the Contract indicate that all involved parties agree to  
498 all terms and conditions of the Contract and this GT&C. Once the Contract is signed, the  
499 previous versions of the Estimate & Contracts, if any, for that particular project is immediately  
500 voided. By signing the Contract, all parties also agree to this GT&C which is also available at  
501 our website at [www.neweraremodeling.com](http://www.neweraremodeling.com). Please note that NERR revises and updates the  
502 GT&C regularly. So, please download or print our GT&C immediately and save it when you  
503 sign a contract with us if we have not given you a printed copy or an electronic copy already.  
504 The tab link for this GT&C is at the top of the Home page of our website under “Terms &  
505 Conditions”. Please make sure to read it fully and carefully and let us know, **in writing**, if you  
506 have any questions, need clarifications, or need written modifications before you sign the  
507 Contract. **in writing**, please let us know if you have any difficulties finding this GT&C on our  
508 website or if you have difficulties printing it so we can help you get a printed copy. Please  
509 print and attach a copy of this GT&C to the E&C, Change Order(s), invoices, quotes, ...etc.  
510 you sign with us for future reference. The Contract is not valid if it is not signed and dated by  
511 **both** the Customer and NERR. In addition, **the Contract is not valid (not binding) either until**  
512 **the deposit or the full payment, if required, is received by NERR’s business owner even if the**  
513 **Contract is signed by both the Customer & NERR. We (NERR) have the right to cancel any**  
514 **signed contracts or verbal agreements if we experience any difficulties with the Customer**  
515 **before or during any projects without assuming any liabilities whatsoever!!!**

516 **Garage or Storage Space:** We normally need at least 100 sf of storage space in the  
517 Customer’s garage or somewhere in the house where our tools, equipment, and supplies will  
518 be protected from rain, snow, hail, strong wind, theft, ...etc. The Customer is obligated to  
519 provide us with such space if we request it. As we work in the garage, sometimes by cutting  
520 tiles, cement boards, wood, sheetrock, etc., heavy dust will be created. The dust will sit on  
521 everything in the garage. We will not be responsible for cleaning or dusting off things in the  
522 garage as no money has been allocated for this purpose! It is the homeowner’s responsibility  
523 to do the cleaning himself or herself.

524 **Safety of Our Equipment & Supplies:** We normally leave our tools, equipment, and supplies  
525 at the Customer’s house/facility for the entire duration of a project. We expect the Customer  
526 to protect them as they would protect their own belongings in the house/facility.

527 **Children & Pets:** Children and pets must be kept away from work areas for their safety. By  
528 no means, NERR or its owners, operators, workers, employees, or subcontractors will take  
529 responsibility of any kind to protect children and/or pets during the project. The Customer  
530 must keep the children and the pets under their own careful supervision while we work every

531 day and away from our work areas. Pets must not have access through the doors, gates,  
532 windows, or areas, ... etc. we use daily to go in and out of the work areas or in and out of the  
533 house/facility. The Customer will be responsible for compensating us for damage done to our  
534 tools, equipment, or supplies by their children, dogs, cats, or other pets. The Customer agrees  
535 that NERR will not be held responsible, in any shape or form whatsoever, if their pets or  
536 children get hurt by playing with, chewing, eating, or using our tools, equipment, or supplies.  
537 Similarly, NERR will not be responsible, in any shape or form whatsoever, if the Customer's  
538 pets or children cause any damage to the Customer's property by using, playing with, or  
539 touching, or tripping over our tools, equipment, or supplies.

540 **Health & Safety Plan:** We have a written health & safety plan for NERR, our workers,  
541 employees, subcontractors, Customers, and the people & pets associated with the Customer  
542 at every job site. Please let us know in writing if you wish to have an electronic copy or printed  
543 copy of it for your review so we can provide it to you before signing any contracts with us.  
544 This Health & Safety Plan is also available at the bottom of the Home Page of our website  
545 ([www.NewEraRemodeling.com](http://www.NewEraRemodeling.com)).

546 **Permits:** It is the responsibility of the Customer to find out if construction permits are  
547 required and obtain construction permits or any kind of permits required for their projects  
548 once we give them a written Contract that shows the scope of work. THE CUSTOMER  
549 MUST PROVIDE US WITH A COPY OF THE PERMIT IF THEY HAVE OBTAINED IT  
550 BEFORE WE FINALIZE THE CONTRACT. ADDITIONAL FEES WILL BE ADDED TO THE  
551 CONTRACT DUE TO INSPECTION DELAYS AND FOR IMPLEMENTING THE  
552 REQUIREMENTS OF THE PERMIT. ALL PERMITTING FEES AND INSPECTION FEES  
553 MUST BE PAID BY THE CUSTOMER TO THE PERMITTING OFFICE DIRECTLY. In some  
554 states, cities, or counties, the permitting fees are remarkably high, and the permitting  
555 processes are complicated and time-consuming and will cause delays in completing your  
556 projects. We must know ahead of time if the Customer needs to pull permits or has permits  
557 so we can plan and budget the project costs correctly ahead of time!

558 **Reporting to County Appraisal Office:** If reporting is legally required, it is the  
559 responsibility of the Customer to report the home/facility improvements to the County  
560 Appraisal Office or other appropriate government authorities after the project is completed.

561 **Suggestions or Referrals:** The Customer is ultimately and fully responsible for all the  
562 decisions they make about the parts, styles, methods, designs, quantities, qualities, prices,...  
563 etc. they agree to buy for their project. If asked by the Customer, we may make some  
564 suggestions to them or refer them to some contractors, vendors, or shops as to what they can  
565 buy before the start of a project, during a project, or even after the project is completed. We  
566 never force a Customer to accept our suggestions, referrals, or proposals for parts or  
567 otherwise under any circumstances! We will not be responsible, in any shapes or forms  
568 whatsoever, if the Customer buys something we have suggested and turns out to be not good,  
569 of poor quality, too difficult to install, inappropriate, not available, or defective!!! Similarly, we  
570 will not be responsible, in any shape or form whatsoever, if the Customer encounters  
571 unpleasant experiences with contractors or sellers we have suggested or referred to them!

572 **Tiles & Tile Sizes:** Due to uneven, crooked, wavy, skewed, unplumbed, non-90-degree  
573 angles between walls, non-90-degree angles between walls & ceiling, non-90-degree angles  
574 between walls and floor, non-flat walls, non-flat ceiling, crocket studs, unplumbed studs,...  
575 etc.; the grout lines between some of the tiles will not come out perfectly rectangular or as  
576 expected by the Customer. Similarly, for the same reasons, the edges of some tiles will not  
577 come evenly flush together. In these cases, it is almost impossible to avoid these cosmetic  
578 problems. Under no circumstances or conditions, do we guarantee or promise that we can do  
579 a perfect job to the Customer's satisfaction. **We advise picky or perfectionist Customers**  
580 **not to hire us and seek help elsewhere!** We cannot install tiles larger than 12"x24" for  
581 anyone as our tile cutter machine cannot handle larger tiles than this. If you insist on getting  
582 tiles larger than 12"x24", we must rent a tile-cutting machine which may cost a minimum of  
583 \$95 per day for your project. **NERR must be paid by the Customer this total rental fee ahead**  
584 **of time before we rent the tile cutter machine, or they can rent it themselves and provide the**  
585 **machine to us. In this case, we will not be responsible for breakage or damage to the tile**  
586 **cutter while we use it during the project either.**

587 **Grout Color:** We strongly suggest that the Customer choose or provide a grout that closely  
588 matches the color of the tiles we will be installing. This will help improve the overall look of  
589 the installed tiles as the grout will hide some of the flaws in the way the tiles may get installed  
590 due to imperfect walls, floor, and/or ceilings as described above. Non-matching grout color  
591 will or may magnify the flaws and therefore the tiles and the grout lines may look ugly! Please  
592 also note what we said about picky or perfectionist Customers!

593 **Texture Matching:** We will do our best to try to match the existing wall and/or ceiling texture  
594 as closely as we can when we repair walls or ceilings. By no means, shape, or form, we

595 promise that we can match the texture to your satisfaction. There will be additional fees if you  
596 want us to redo it if we agree to redo it for you; even then, we will not, by any means, shape,  
597 or form, promise that we can match the texture to your satisfaction.

598 **Paint Color & Paint Sheen:** Please understand that the paint stores and paint suppliers, in  
599 most cases, cannot perfectly match the color and sheen of a material sample we collect from  
600 your house/facility for color matching. If you wish not to see color and/or sheen variations in  
601 the repaired or altered areas, we suggest that you allow us to paint the entire area around the  
602 repaired or altered areas until we reach a point or line where the surface area changes  
603 direction. That way, the variation in color and sheen will most likely not be noticeable. Please  
604 note that this will add to the load of work we have to do and will require additional paint and  
605 additional painting supplies. For this, you agree to pay us for the additional work & materials.  
606 We will issue an invoice/change order for this before we do the work. **As always, additional**  
607 **fees for additional work must be pre-paid at the time of signing the Contract, invoice, or**  
608 **Change Order.**

609 **House/Facility Key & Security:** We normally do not accept taking a house/facility key from  
610 a Customer if the Customer cannot be at the job site during a project. We instead can take a  
611 garage door opener or accept a door lock code. We strongly suggest that the Customer  
612 change the code as soon as we finish the project. Under no circumstances we will take  
613 responsibility for the safety and security of the job site when the Customer cannot be there  
614 during the project. We will, however, make sure the doors we will be using are locked when  
615 we leave the job site at the end of each working day. If the Customer insists on giving us their  
616 house/facility key, then we strongly suggest that the Customer change the house/facility key  
617 immediately after we complete the project. In this case, NERR, NERR owners & employees,  
618 workers, and sub-contractors will not be held responsible by the Customer in any shape or  
619 form or for any reason whatsoever for theft, robberies, or any illegal acts committed against  
620 the house/facility, belongings of the Customer, or occupants of the house/facility.

621 **Property's Water Meter:** It is the responsibility of the Customer to show us which water meter  
622 belongs to their property as we often must shut the water to the property when our plumbers  
623 do plumbing work. Also, it is the Customer's responsibility to inform us if their water meter is  
624 connected to any other parts of the property that is under control or occupancy of a renter or  
625 someone else other than the Customer. The Customer must also inform all occupants of the  
626 properties which are connected to the same water meter we will be shutting off during the  
627 project.

628 **Measurements, Quantities, Dimensions, Materials, Parts, Prices, Scope of Work,**  
629 **Project Duration, etc.:** All these items are estimated in the Contracts and approximate. All  
630 costs are estimated and are the **minimum costs** for each project. Actual materials & parts  
631 and quantities to be used may be modified by NERR before or during the project after the  
632 Contracts are signed at NERR's sole discretion. During the project, we may find a better way  
633 of doing a task or use better or a different quality material to complete a task or the parts we  
634 anticipated to buy are not readily available. In other words, just because certain parts,  
635 materials, or supplies (collectively called parts) are listed in the Contract, it does not  
636 necessarily mean that we will be using all those parts, or we will be using the same parts  
637 listed in the Contract. The list of parts is solely potential for NERR to know what material and  
638 parts we might need for the project so we can plan ahead of time before we come to the job  
639 site.

640 **Additional Trips to Complete a Project:** There will be an additional minimum of \$95 daily  
641 trip charges + our usual labor fees and part costs each time we have to come back to the job  
642 site to finish a project due to the lack of parts the Customer fails to provide on time for us; or  
643 due to inability of a Contractor (i.e. countertop Contractor, electrician, plumber, shower glass  
644 Contractor, heating & air conditioning Contractor, ... etc.) hired by the Customer to complete  
645 their tasks on time before we finish our work. Also, there will be an additional fee of \$400 for  
646 re-mobilizing our tools & equipment to the job site each time. If the project is stopped by the  
647 Customer or by us for any reason and we must re-mobilize our tools & equipment to continue  
648 the project later, again, **there will be a minimum additional charge of \$400 each time + our**  
649 **usual labor fees and part costs + the \$100 trip charge per day. These fees & costs must be**  
650 **pre-paid for us to come back.**

651 **Customers' Trashcans / Daily Trash Disposal:** The Customer agrees to allow us (NERR)  
652 to use their trashcans daily for disposal of trash produced during the project. NERR at its sole  
653 discretion, will be considerate and reasonable and leave enough room in the trashcans for  
654 the Customer's private daily disposal of trash. Bulky heavy trash pieces will be hauled away  
655 by NERR during the project or at the end of the project for offsite disposal at no additional  
656 costs beyond what we have already charged the Customer in the Contract. NERR will have  
657 the right to charge the Customer an additional \$5 to \$10 per day for every day of the project  
658 if the Customer refuses to allow NERR to dispose of trash in their trashcans or in their recycle  
659 trashcans.

660 **Inspection by Customer:** The Customer must inspect our work daily at the end of the day  
661 after we are gone home for the day and report to us daily in writing by email, text message,

662 or on paper if they see deficiencies or problems with the quality of our work so we can correct  
663 them as quickly as possible if we find out that Customer's concern is reasonable. **Please do**  
664 **not be "picky," "perfectionist," or "a backseat driver"!!!** Otherwise, you may remain  
665 **disappointed when we cannot make it better or we cannot re-do them without charging you**  
666 **extra fees to do them your way!!!** Even if we agree to redo a task and charge you for re-doing  
667 it, there will be no guarantee that we can fulfill your fussy needs!!! In this case, we will issue  
668 an invoice or a change order for what you want us to do. The Customer must pre-pay us for  
669 this invoice or any change order.

670 **Thinset, Thinset Adhesive, or Glue:** NERR, at its professional discretion, may use either  
671 thin-set, adhesive thin-set, or other appropriate glues/adhesives to install tiles on walls,  
672 ceilings, and/or floors. To reduce the cost of a project, upon the Customer's request, we offer  
673 alternative less expensive ways of installing tiles directly over existing floor tiles or existing  
674 hard flooring to a Customer who has a limited budget for a project. These cost-reducing  
675 suggestions may not be according to any industry standards. The Customer is ultimately and  
676 eventually fully responsible for the choices they make regardless of what we may suggest!

677 **Shower Glass Guard:** A shower glass guard is a relatively inexpensive way of moderately  
678 preventing water from leaving the shower area and is only effective if a "rain shower head" is  
679 installed. In this case, water comes down vertically as compared to water coming out of the  
680 shower head at an angle other than down vertically. See the picture below. This is the correct  
681 way of having a shower glass guard with a rain shower head. For shower guards or any other  
682 kind of shower door, or shower enclosure, we always assume the customer wants CLEAR  
683 GLASS. It is the Customer's responsibility to make sure that the scope of work and description  
684 of materials & parts in the Contracts are correct, clear, and acceptable to the Customer. If the  
685 Customer wants to have any kind of glass other than clear glass, then the Customer must  
686 make sure that the Contracts clearly show what the Customer wants before they sign the  
687 Contracts! Also, please note that some water may still come out of the shower depending on  
688 how you take a shower. This is normal for this kind of shower glass guard. So, we suggest  
689 that you use a towel on the bathroom floor to catch the water that may come out of the shower.  
690 We also suggest that you use another towel to dry up the shower threshold each time after  
691 taking a shower.



692

693 **Purchasing Locations:** We strongly suggest that the Customer buy the parts they wish to  
694 provide to us for their project from a local store that has good return policies. That way, if an  
695 item is found to be defective or not appropriate for the job, it can be returned or exchanged  
696 without delay. We also suggest that if the Customer must buy something online, they buy it  
697 well ahead of time, examine it once they arrive, and have it on-site long before the 1<sup>st</sup> day of  
698 the project to make sure there will be no delays in completing the project as we normally are  
699 pre-booked for a few months ahead of time and other projects are scheduled back-to-back.  
700 Please do not buy products from overseas for the same reasons. Plus, the foreign products  
701 may not be up to American standards, or we may not be familiar with them, and we may not  
702 be able to install them. The Customer will be charged additional fees if we are not familiar  
703 with the parts they have bought or if the parts they have bought are not appropriate for  
704 installation and cause delays in completing the project. If we must come back and finish a  
705 project due to the Customer's failure to provide the appropriate needed parts, there will be a  
706 minimum of \$95 trip fee per trip + a minimum of \$400 additional fee each time for  
707 remobilizing our tools, equipment, and supplies back to the Jobsite to complete the project.  
708 Our availability to come back and finish a job depends on how many projects are scheduled  
709 with other Customers and how long it will take us to complete those projects before we can  
710 come back to finish your unfinished project. **The Customer must pay us the balance in full**  
711 **owed on the invoices or Contracts when we are done with other doable tasks of the project**  
712 **on the day we can no longer continue the project due to lack of parts. The Customer also**  
713 **agrees to pay us the minimum \$95 daily trip charges and the minimum \$400 remobilization**  
714 **fees + any additional labor fees & part costs for additional tasks to be performed by us ahead**  
715 **of time and in full for us to come back and continue the project.**

716 **Working Days & Hours:** Our normal working days are usually Monday to Friday, **between**  
717 **10 a.m. and 7 p.m.** excluding official holidays. Sometimes we go shopping for parts before  
718 we head toward the Customer's job site, or may arrive after 10 a.m. for personal reasons, or  
719 may go to the local disposal facility to get rid of the construction trash and may get to the job  
720 site after 10 a.m. During the wintertime, we may choose to leave the site sooner due to bad

721 weather, poor road conditions, narrow and dangerous roads around the Job site, darkness,  
722 personal reasons, ...etc. In other words, we may arrive at the job site any time between 10  
723 a.m. and noon and we may leave the job site any time before 7 p.m. at our sole discretion! If  
724 we decide to change these working hours, we will let the customer know ahead of time and  
725 get their confirmation.

726 **Mental Illness:** It is a well-known fact to some experts (Fortune Magazine, World Mental  
727 Health Day 2017: Illness in the Workplace Is More Common Than You Might Think, by  
728 Natasha Bach, October 10, 2017) that currently approximately 20% of the population are  
729 mentally challenged. That is, one (1) out of every five (5) Customers we serve could be  
730 potentially mentally challenged. Our hearts go to these people as most likely it is not their fault  
731 that they have mental disorders. It has been our unfortunate experience over the decades  
732 that misunderstandings and complications arise from dealing with these kinds of people  
733 during the project which cannot be peacefully resolved. We strongly suggest that if that is  
734 your case, please let another healthy member of your family (or organization) or a good  
735 healthy friend be our liaison without you interfering with his or her decisions on dealing &  
736 working with us so we can complete your project peacefully & successfully! Thank you for  
737 your consideration in advance.

738 We expect the Customer to be considerate, polite, reasonable, cooperative, and friendly to  
739 us as we will be to them. **We will not tolerate rudeness, picky people, perfectionists, or**  
740 **people who try to tell us how to do our work.** If any problems, disputes, disagreements,  
741 or dissatisfactions arise between the parties (NERR & the Customer) during the project,  
742 NERR has the right to quit working and end the project to avoid further complications and  
743 problems. In these cases, the Customer is still fully liable to pay the remainder of his/her  
744 balance in full for the entire project. If we quit working due to the above problems, non-  
745 payments, and if the Customer wishes us to come back and finish the project, and if we  
746 agree to do so, we will have the right to demand that the Customer pay us the remaining  
747 balance in full before we come back to complete the project. **In that case, all given**  
748 **discounts, if any, will be forfeited as well! Also, at least an additional \$400 will be added to**  
749 **the balance for re-mobilizing tools, equipment, and supplies back to the Job site plus a**  
750 **minimum of \$100 per trip per day to the job site. These fees must be pre-paid by the**  
751 **Customer.**

752 **Industry Standards:** Since we are not aware of any legal and official “industry standards” for  
753 remodeling, home improvement work, handyman work, or the kinds of work we do (cosmetic  
754 work,) here in this project, we declare that our work will **not be according to ANY so-called**



755 **“industry standards.”** At any rate, the Customer must give us **written** publicly published  
756 “industry standards” of their choice for us to follow **before** signing any Contracts with us. Once  
757 we examine this written standard, then we will adjust the scope of work and the prices (labor  
758 & parts) accordingly before asking the Customer to sign the Contract. We have the right to  
759 refuse to consider or follow any written or verbal standards after the Contract is signed.

760 Please also note that new products come to market all the time and almost every day, which  
761 may require a new method of installation or use. In addition, new and improved methods of  
762 installation or use are developed constantly which may work better or may work better with  
763 the use of newly developed products. The combination of these new products and new  
764 methods can instantly become a new industry standard for some contractors and not for some  
765 other contractors.

766 **Workmanship Guarantee: All given workmanship guarantees must be in writing.**  
767 **Verbal or other forms of non-written workmanship guarantees shall be invalid for all**  
768 **projects, Contracts, Change orders, Invoices, claims, ... etc.** All Limited Workmanship  
769 Guarantees, if any, start on the 1<sup>st</sup> day of the project and end either after the 1<sup>st</sup> repair is  
770 done during the guarantee period or it ends after the number of guaranteed days we have  
771 given you in the written limited workmanship guarantee. For example, if we have given you  
772 a 180-day Limited Workmanship Guarantee, the guarantee ends 180 days from the 1<sup>st</sup> day  
773 of the project if no guaranteed repair is requested by you. However, if you, for example,  
774 request a guaranteed repair 80 days after the 1<sup>st</sup> day of the project, then your guarantee  
775 period ends on the day we do the repair work. Similarly, if we have given you a 180-day  
776 Comprehensive Workmanship Guarantee, the guarantee ends 180 days from the 1<sup>st</sup> day of  
777 the project if no guaranteed repairs are requested by you. However, if you request multiple  
778 guarantee repairs, your guarantee ends when the last repair is done based on the specifics  
779 of your Comprehensive Workmanship Guarantee. **If you have not purchased a**  
780 **workmanship guarantee from us, all the work we perform in your projects is done**  
781 **without any workmanship guarantee, product warranty, satisfaction guarantee,**  
782 **minimum expected expectations, expected guarantee, or any specific industry**  
783 **standards. In other words, the work will be done on an “As Is” basis without**  
784 **assuming any liabilities or promises whatsoever!** In a Contract, or separately in writing,  
785 at our discretion, we may give the Customer a 180-day written workmanship guarantee for  
786 an additional fee or give the Customer a 180-day workmanship guarantee as an incentive to  
787 motivate the Customer to write an online review if they are fully satisfied with our work. If  
788 you wish to have a Limited Workmanship Guarantee or a Comprehensive Workmanship  
789 Guarantee, you must ask us in writing before you sign a contract with us. Then, we will add

790 a fee of 10% to 20%, on top of what we normally charge a Customer, to the total cost (of all  
791 Contracts and Invoices) of your project(s.)

792 **Our Limited Workmanship Guarantee** includes only 1-time repair in 1-trip only. During this  
793 type of guarantee period, if you encounter any non-cosmetic problems (technical problems)  
794 with our workmanship after the job is completed, we will come back (1-time only in 1-trip  
795 only for all tasks of Contracts, Change Orders, and invoices) and repair it/them for free (free  
796 labor + free materials & parts which we purchased for your project.) **This will be the only 1-**  
797 **time free repair you will ever get for all work done! No other repairs will be done even**  
798 **if this guaranteed repair fails later or if the repair work is not satisfactory to the**  
799 **customer for any reasons whatsoever! In other words, we will not do multiple repairs**  
800 **of the same issue, same defect, same problem, or any other problems; and the**  
801 **quality of workmanship guarantee repair is not guaranteed in any shape or form;**  
802 **satisfaction is not guarantee either, There will be no moneyback guarantee either**  
803 **under any circumstances whatsoever!!!**

804 Our **Comprehensive Workmanship Guarantee** will specify the length of the guarantee in  
805 days and the number of repairs or trips allowed. During this type of guarantee period, if you  
806 find any problems with our workmanship after the job is completed, we will come back and  
807 repair it/them for free (free labor + free materials & parts that we purchased for your project.)

808 **The maximum number of repairs or trips will be limited to what is specified in the**  
809 **written guarantee. No additional repairs will be done even if the previously**  
810 **guaranteed repairs fail later or if the repairs are not satisfactory to the customer for**  
811 **any reasons whatsoever! In other words, we will not do unlimited repairs of the same**  
812 **issue, same defect, same problem, or any other problems beyond the maximum**  
813 **number of repairs or trips specified; and the quality of workmanship guarantee repair**  
814 **is not guaranteed in any shape or form; satisfaction is not guarantee either, there will**  
815 **be no moneyback guarantee either under any circumstances whatsoever!!!**

816 Customers **are not allowed** to tell us how to do our work during the project even if they  
817 have given us written protocol or any written industry standard before signing a contract with  
818 us. Also, Customers are not allowed to tell us how to do our guaranteed repair work or any  
819 repair work either. The customer must pay us for labor, parts, and other costs in advance,  
820 whatever we determine the costs will be if we ever agree to do any work or the repair work  
821 the way the customer demands us to do. The material & parts that you bought for your  
822 project or installed by you after we finished the project or during the project are not covered

823 under this guarantee and you need to supply us with them again for us to do the repairs. If  
824 an area needs to be repaired by us and you have installed something on it, you must  
825 remove it at your cost and risk so we can do the repair work. Then, you also must re-install  
826 the removed item yourself, if you wish, but at your cost and risk. If the removed item is not  
827 re-installable for any reason whatsoever after we have done the repairs, or after we have  
828 removed it, the Customer must buy them or buy something else that fits again at his/her  
829 costs.

830 If your E&C does not show any guarantee, you must specifically ask for a written guarantee  
831 if you wish, so we can include that additional cost in the Contract. We do not give a guarantee  
832 for any landscaping work we do as many environmental factors (such as improper watering,  
833 lack of sunshine, improper fertilization, disease, improper use, or treatment, ... etc.) Which  
834 are out of our control and can adversely affect the quality of work done after we complete the  
835 project. Quality of our workmanship or Customer satisfaction for quality of work is not  
836 guaranteed under any circumstances or by any means for any projects or any  
837 workmanship guarantee repairs. NERR assumes that the Customer has done his/her  
838 homework in finding us as a contractor with a good online reputation for their project.  
839 We will do the work based on our preferences and expertise. If the Customer wishes  
840 us to follow certain protocol or standard, or do the work in a certain way, then the  
841 Customer must provide us with that written protocol or standard before they sign any  
842 Contract with us so we can price it accordingly. People who are picky, unreasonable,  
843 or perfectionists are advised to seek help for their projects elsewhere!!! Also, our  
844 guarantees, if any, are not a "money back guarantee" or "satisfaction guarantee" under  
845 any circumstances or by any means whatsoever!"

846 Potential Customers have the right to ask for references. We will provide up to three (3)  
847 references to a potential Customer upon a written request before signing a contract with us.

848 Cosmetic issues discovered after we have completed the job/project are not a part of our  
849 workmanship guarantee. The Customer must inspect our work daily and report to us  
850 immediately of their concerns in writing so we can fix the problems before we continue doing  
851 other remaining tasks of the project. The Customer must inspect our work on the last day of  
852 the project also when we say we are done with the job/project point to us any new problems  
853 they have discovered since their previous day's inspection so we can fix them before they  
854 pay us the remaining balance due of their invoice(s.) This final balance due payment,  
855 regardless of whether being paid in full or part, is an indication that the Customer agrees that  
856 the job/project is 100% complete to their satisfaction!

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857 If you have a written workmanship guarantee from us, we will do our best to repair what we  
858 originally did, which is now broken or malfunctioning due to our workmanship during the  
859 guarantee period. All guarantees, if any, are voided if items we installed, repaired, or  
860 planted are abused, misused, altered, drilled through, modified, worked on, added on,  
861 damaged, moved from the fixed position, replanted, or neglected by the Customer or by any  
862 contractor or anyone else hired or utilized by the Customer to do additional work on the work  
863 we have performed. For example, all workmanship guarantees, if any, are voided if the  
864 Customer hires a contractor to install a shower enclosure on the shower we have built.  
865 Similarly, all guarantees, if any, are voided if the Customer installs grab-bar(s), soap dishes,  
866 or other items on the shower walls, shower floor, shower threshold, ... etc. we have built.

867 Our workmanship guarantee does not include a product warranty for any products and parts  
868 which may fail after we complete a project or during the project regardless of whether we  
869 provided the products and the parts, or the Customer bought them or provided them.

870 All guarantees and warranties are voided if the Customer fails to pay for his or her  
871 project in full on the last day of the project or when we request payment. We also have  
872 the right to refuse to continue to serve a Customer, if any work is left to be done, if the  
873 customer fails to pay his or her bills when we ask for payments.

874 All guarantees and warranties, if any, will be automatically voided if we move our  
875 business location to a place that is at a larger distance of 100 miles from the Customers  
876 place where the initial project took place.

877 Similarly, if a Customer receives discounts or incentives, in exchange for writing a (good or  
878 bad) review and does not write and post it online on the last day of the project, the Customer  
879 instantly loses his or her discounts or his or her incentives, if any, for the entire project as well.

880 Our guarantee and warranty are not transferable to a new property owner if the property is  
881 sold during the guarantee or warranty period!

882 We charge a minimum fee of \$100 for making a house call for a “False Alarm.” A False Alarm  
883 is when a Customer who has a written workmanship guarantee from us, calls us to do a  
884 guaranteed repair and we find out that the problem is not associated with the work we have  
885 done or is a “cosmetic” issue which is not covered under our workmanship guarantee. Again,  
886 we do not cover “cosmetic” issues in our workmanship guarantee at all! Anything that is not  
887 functioning correctly or has lost its integrity (technical problems) and is due to how wrongly

888 installed or wrongly repaired, is covered. For example, plumbing leaks, loose tiles, toilet leaks,  
889 faucet leaks, shower or tub leaks, roof leaks, window leaks, loose grout, electrical problems,  
890 mechanical problems, doors or windows not functioning correctly, ... etc. are considered  
891 technical problems and are covered under our workmanship guarantee if you have a written  
892 workmanship guarantee from us. If any of the above problems are caused by foundation  
893 settling, floods, storms, earthquakes, acts of war, acts of nature, other contributing problems  
894 in the house/facility, terrorism, alterations/modifications done by the Customer, act of another  
895 contractor hired by the Customer, defective products, or anything that has caused damage to  
896 the project NERR has completed, then these problems **are not covered** under our  
897 workmanship guarantee. All other non-technical issues fall under “cosmetic” issues and  
898 problems and **are not covered** by our guarantees. **We will be the sole judge of what is a**  
899 **cosmetic issue or what is a technical problem.** In addition to the minimum \$95 house call  
900 fee, if we decide to do the requested repairs, we will charge our regular labor rate + material  
901 costs if the (former) Customer still wants us to remedy the problem they have, or they think  
902 they have. Crack or fracture repairs (cracks or fractures in walls, ceilings, floors, ground,  
903 decks, ... etc.) are not guaranteed in any shape or form because the cracks are normally due  
904 to settling problems or severe storms and we have no control over them. We normally advise  
905 the Customer to remedy the conditions that contribute to settling problems before we repair  
906 the cracks or before fixing a door or a window that is not functioning correctly. Remedies  
907 suggested by us often include installation and **regular & proper use** of sprinkler systems,  
908 soaker hose systems, and/or foundation repairs. We strongly suggest that the Customers  
909 consistently and regularly (especially during the hot season, May through October for  
910 example) keep the property's ground areas adequately moist. In some cases, this will most  
911 likely eliminate or minimize settling problems!!!

912 **Disputes, Disagreements, Legal Actions, Late Fees, etc...:** The Customer agrees that no  
913 lawsuit or legal actions or claims will be filed by the Customer against us later than 3 months  
914 after we claim that the project was completed. Furthermore, the Customer agrees that no  
915 lawsuit, legal actions, or claims will be filed against us or our liability insurance or against our  
916 bond by the Customer later than 3 months after we quit and leave the job site due to disputes,  
917 disagreements, or rudeness by the Customer.

918 All involved parties (NERR, our subcontractors, and the Customer) **must first try extremely**  
919 **hard** to resolve their disagreements between themselves without filing a lawsuit against  
920 each other. If this process fails, all involved parties **must** utilize the services of a  
921 professional mediator to try to come to a settlement. If the Customer believes that he/she is  
922 entitled to some monetary compensation from NERR, then the Customer must file his/her

923 claim with our liability insurance provider or our bond provider if the above efforts fail. If this  
924 process also fails, then all parties must inform the opposite parties, in writing, of their  
925 intention of filing a lawsuit and, with supporting documents, indicate in detail (including  
926 monetary values of claims if applicable) the reasons for the lawsuit. If the total monetary  
927 claims are within the limits of the county's small claim court, this lawsuit **must** be filed and  
928 processed through the county's small claim court where our business is located at the time  
929 of filing even if the work was done in a different county or State.

930 A 15% (APR, compounded daily) late fee will be added, by NERR, to each late payment  
931 plus additional legal fees, attorney's fees, mediator fees, and other pocket fees and costs  
932 (see **Attorney's & Legal Fees** below for more details) for collecting the unpaid balances,  
933 settling disputes and disagreements, forfeited discounts, late payment fees and penalties,  
934 labor & volume discounts, and all other financial damages done to NERR (including to  
935 NERR's employees, workers, and sub-contractors.) Payments are considered late if not  
936 paid in full on the due date and due time as we indicate to you. In case of nonpayment(s),  
937 short payment(s), chargeback (s), and or disputes over payment(s) or disputes over the  
938 scope of work, quality of work, method of work,...claims of defective work, etc. which would  
939 results in utilization of services of collection agencies/attorneys, arbitrators, mediators, or  
940 use of the legal system by either party, all discounts, incentives the Customer may have  
941 received from us, guarantees and warranties (if any) and the labor & volume discounts (if  
942 any) are automatically, permanently, and immediately voided for the entire project  
943 regardless of who is at fault! In this case, all, if any, discounts, incentives, guarantees &  
944 warranties, labor & volume discounts, will be forfeited and payable immediately by the  
945 Customer.

946 No cancellations, rescheduling, or omission of the project, or omission of any tasks of the  
947 project are allowed by the Customer without written permission from NERR once the E&C is  
948 signed and is binding by both parties (NERR & the Customer.) If the Customer wishes to  
949 cancel after he or she has signed the E&C, the Customer is fully obligated to pay for the  
950 labor cost of the entire project + the costs of all parts including the costs of any special  
951 orders, if any. **Project deposits are non-refundable under any circumstances once the**  
952 **Contract is signed and is binding by both parties except** if NERR does not start the  
953 project within one (1) week (7 days) after the definite starting date indicated in the Contract  
954 without written consent from the Customer. In this case, NERR will fully refund the deposit  
955 back to the Customer if the Customer still wishes to cancel. Any changes to the scope of  
956 work by the Customer will be addressed in a change order Contract or invoice with labor  
957 costs, part costs, and other usual fees, only if NERR agrees and allows the changes. The

958 labor rates for the change orders will be the same as the labor rates of the main/initial E&C.  
959 Similarly, if hidden problems are discovered or unanticipated complications are encountered  
960 during the project, change orders or invoices with remedial costs will be issued after  
961 consulting with the Customer. **Change order Contracts must be pre-paid in full and in**  
962 **advance at the time of signing the Contract, invoice, or Change Order Contract.**

963 We expect the Customer to be considerate, polite, reasonable, cooperative, and friendly to  
964 us as we will be to them. We will not tolerate rudeness, picky people, perfectionists, or  
965 people who try to tell us how to do our work or are not paying their bills on time. If any  
966 problems, disputes, disagreements, or dissatisfactions arise between the parties (NERR &  
967 the Customer) during the project, NERR has the right to quit working and end the project to  
968 avoid further complications and problems. In this case, the Customer is still fully liable to pay  
969 the remainder of his/her balance in full for the project. If we quit working due to the above  
970 problems, and if the Customer wishes us to come back and finish the project, and if we  
971 agree to do so, we will have the right to demand that the Customer pay us the remaining  
972 balance in full before we come back to complete the project. In that case, all given  
973 discounts, and incentives, if any, will be forfeited as well! Also, at least an additional \$400  
974 will be added to the balance for re-mobilizing tools, equipment, and supplies back to the job  
975 site **plus** \$400 per day from the date we left the job site. **These amounts must be prepaid by**  
976 **the Customer.**

977 If legally appropriate, we all (NERR & the Customer) agree that all legal actions by the  
978 involved parties be filed and pursued in the county where NERR's business address is  
979 located when the lawsuit is filed. **Also, please pay close attention to the "Disputes,**  
980 **Disagreements, Legal Actions, Late Fees, ...Etc."** and **"Attorneys' & Legal Fees"** sections on  
981 **the following pages.**

982

### 983 **Attorneys & Legal Fees:**

984 In case of disputes, disagreements, lawsuits, arbitration, mediation, legal actions, ...etc. by  
985 either or involved parties, the prevailing party shall have the right to collect from the losing  
986 party all its reasonable legal costs within the **laws of the State of Washington and other**  
987 **States if applicable** and necessary disbursements and attorneys' fees, mediator's fees,  
988 arbitrator's fees ("Costs") incurred in enforcing this GT&C, the E&Cs, Invoices, Change  
989 Orders, and other matters. These Costs shall also include, but not limited to, discoveries of  
990 given discounts, late fees, late payment penalties, interest on unpaid balances, filing fees,

991 fees for serving the summons, complaint, damages done to NERR's public reputation and/or  
992 NERR business owner's reputation, and other court papers, fees to pay a court reporter to  
993 transcribe depositions (pretrial interviews of witnesses) and in-court testimony, private  
994 investigator fees, expert testimonies fees, photocopy of court papers and exhibits, postal  
995 fees, tools & equipment rentals, and if a jury is involved, to pay the daily stipend of jurors,  
996 time spent on preparing and dealing with the lawsuit at a rate of \$50/hr., ... etc. The losing  
997 party shall be held responsible for both parties' court costs and **ALL** other legal costs if not  
998 mentioned above.

999 **Payments:**

1000 For big projects, at least 50% of the total amount is required on the day both parties sign a  
1001 Contract, and the remaining balance is due on the last day of the project. If the Contract  
1002 includes special orders, NERR will require the Customer to pre-pay for the special orders in  
1003 addition to the 50% deposit. For all projects, small or large, the last day of the project is when  
1004 we submit to you the invoice for the remaining balance or when we verbally or in writing  
1005 announce to you that the project is completed. If the Customer fails to pay his or her invoices  
1006 or the balances of his or her Contracts **in full** as we request, the Customer instantly loses all  
1007 discounts, incentives given, workmanship guarantees & warranties, if any. A 15% APR  
1008 (compounded daily) late fee will be added to each late payment plus additional legal fees (see  
1009 ***Attorneys' & Legal Fees*** above) for collecting the unpaid balances. Payments are  
1010 considered late after the due time & date. If you (the Customer) have agreed to write an online  
1011 review (good or bad) according to the E&C, the Customer's review must be posted on the last  
1012 day of the project and before the Customer makes his/her final balance payment (even if the  
1013 balance payment is paid partially by the Customer.) In this case, the online review is  
1014 equivalent to the labor discount and volume discount or any other discounts you have  
1015 received for the project. If you fail to write & post the online review before making your final  
1016 balance payment or change your mind about writing & posting the online review, you will  
1017 lose the labor discount and the other discounts you had received in the E&C you signed. We  
1018 do not accept promises from our Customers who want to take the discount and write & post  
1019 the review later!

1020 **Dealing with Sub-Contractors:** By no means, directly or indirectly, our Customers or  
1021 Clients are allowed to do business with our sub-contractors, in any shape or forms during  
1022 any length of time shorter than two (2) years after the last day of any projects and during  
1023 any ongoing project, without a written consent from NERR. Likewise, NERR's sub-  
1024 contractors are not allowed, directly or indirectly, or by any means to do business with



1025 NERR's Customers & Clients, in any shape or forms during any length of time shorter than  
1026 two (2) years after the last day of any projects and during any ongoing project, without a  
1027 written consent from NERR. In case these rules are violated by our Customer and/or by our  
1028 sub-contractor, **each** violating party is fully and equally liable to pay NERR the full amount  
1029 (labor & parts) of any unauthorized business conducted including all legal fees (see  
1030 **Attorneys' & Legal Fees** section above.) The total cost of an unauthorized business  
1031 conducted will be determined solely by the rates and standards of NERR regardless of the  
1032 total value of the deal between the violating parties!

1033 Customers **are not allowed** to hire other contractors to come and do work at the location  
1034 (address) where we are working without prior **written** authorization from us. If the Customer  
1035 violates this rule, then the Customer is liable to compensate NERR if we find out that some  
1036 of our tools, equipment, or supplies are missing. Also, the Customer is liable to compensate  
1037 (labor, parts, and other losses) NERR if the act of the hired contractor delays the completion  
1038 of our project or if their act slows down the progress of our project in any shape or form. The  
1039 labor rate of compensation will be the same rate we have been charging the Customer in  
1040 the ongoing Contract. The compensation amount must be paid by the Customer as soon as  
1041 we request payment of the compensation. If the Customer refuses to compensate us for our  
1042 losses, we have the right to quit and leave the job site. In that case, the Customer is still  
1043 liable to pay us the remainder of his/her balance in addition to our losses as indicated  
1044 above.

1045 **Homeowner Wishes to Do Some of the Work:** Customers and their associates **are not**  
1046 **allowed** to do any parts of the project while we are working. If the customer wishes to do  
1047 any project-related work, he/she must do all they want to do before they sign a Contract with  
1048 us. Also, Customers must not alter the project location/site after they have signed a Contract  
1049 with us. We have the right to refuse to serve the Customer and cancel the Contract without  
1050 assuming any liabilities. In that case, the Customer is liable to pay us the full costs of the  
1051 project. Customer's deposits, if any, will not be refunded either. If we agree to do the project,  
1052 we will cancel the old Contract and write a new Contract based on the new condition of the  
1053 project location/site. An additional \$100 will be added to the new Contract for re-writing this  
1054 new Contract.

1055 **Other legal Issues:**

1056 If there are any issues or elements in this GT&C or in the Contracts we sign with a  
1057 Customer that are mistakenly addressed out of not knowing the laws, rules, and regulations

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1058 and not according to the laws, rules, and regulations of the land (country, state, county, city,  
1059 or district,) then what is legally correct shall prevail and be applied equally for all involved  
1060 parties.

1061 **Liability Issues:**

1062 Our maximum liability due to accidental damages to a Customer's property is limited to the  
1063 total amount of labor fee we have charged a Customer for the single task we were  
1064 performing when the accident happened! For other liability issues, please read the details of  
1065 our general liability insurance policy and the details of our bond which are available at our  
1066 NERR Website, on the Home Page, under the "License & Insurance" tab before signing any  
1067 Contract with us. Also, do not sign any Contract with us if you feel like our liability insurance  
1068 and our bond do not meet your needs or concerns. We also strongly suggest that you  
1069 consult with an insurance lawyer to make sure you understand the details of our general  
1070 liability insurance policy and our bond and their limitations and exclusions. We will not be  
1071 liable to pay anything to a Customer, anyone associated with the Customer, any  
1072 subcontractor, or supplier, in any shape or form beyond the limits of our bond or what our  
1073 liability insurance decides to pay, if any!

1074 Customers are liable for causing any damages to our properties or our **public reputation**  
1075 (**Tortious interference**) in any shape or form.

1076 **Contraction of Infectious Diseases:** We try to be careful, clean, and conscientious about  
1077 the health and safety of ourselves and all whom we interact with, deal with, and work with.  
1078 By no means, in any shape or form, or under any circumstances whatsoever, NERR, its  
1079 subcontractors, employees, contract workers, or suppliers assume liabilities of any kind, if a  
1080 Customer, Customers' family members and/or pets, and/or other occupants or associates of  
1081 the Customer get infected by viruses and/or bacteria of any kind by meeting us before,  
1082 during, and/or after any project or business transactions.

1083 Similarly, NERR assumes no liabilities of any kind if our employees, contract workers,  
1084 subcontractors, and/or suppliers get infected by viruses and/or bacteria of any kind by  
1085 meeting us or meeting the Customer for any reason whatsoever.

1086 **Any person or entity that wishes to work with us that may get infected by meeting us**  
1087 **in any shape or form whatsoever does so at his or her own risk!**  
1088

1089 **Blogs & Posts:** Please consult with your attorney, interior designer, medical doctor,  
1090 healthcare provider, financial consultant/planner, accountant, other contractors, architect,  
1091 State or local licensing government offices/agencies, and/or other professional advisors,  
1092 etc. ... for advice concerning your circumstances. The information contained in our blogs  
1093 and posts is for general informational and educational purposes only and should not be  
1094 construed as professional, financial, or legal advice or an expert opinion on specific facts,  
1095 issues, or circumstances. The information or opinions contained within our blogs & posts  
1096 should not be construed by any consumer and/or prospective Customer/client as an offer  
1097 to sell or the solicitation of an offer to buy any product or service. NERR does not  
1098 guarantee the accuracy of this information or any results and further assumes no liability in  
1099 connection with these publications, including but not limited to any suggestions contained  
1100 herein. **Any person or entity that, in any shape or form whatsoever, relies on the**  
1101 **information contained in our blogs & posts does so at his or her own risk!**  
1102

1103 **Availability:**

1104 It all depends on the workload we have on hand when you contact us. Generally, we can meet  
1105 you for an initial consultation a few days after you contact us, if not immediately. How readily  
1106 we can respond to emergencies depends on our availability, but we can normally  
1107 accommodate you immediately or quickly.

1108 For guaranteed repairs during the guarantee period, our availability depends on the workload  
1109 we have on hand. You must be patient until we find an adequate time frame to come and do  
1110 the repair work. Please note that most of our projects take 3 to 4 weeks to complete and we  
1111 are often fully booked for a few months ahead of time. For small, guaranteed repairs, we  
1112 normally can fit your repair needs within our ongoing projects. We do most of the guaranteed  
1113 repairs during the weekends when we are not working on other projects during the weekends.

1114 **References:**

1115 A list of up to three (3) references will be provided to a potential Customer upon a written  
1116 request before signing a Contract with NERR. Please also read the reviews our former  
1117 Customers have posted on Google.com, YP.com, AngiesList.com, Yelp, Better Business

1118 Bureau (BBB.org), and other places on the internet. We will only provide references to  
1119 potential Customers who have studied our E&C and this GT&C fully agrees to them and are  
1120 potentially ready to sign them.

1121

1122 **Contact Information:**

1123 David Sabet

1124 Business Owner

1125 Mailing Address:

1126 2305 Kildane Way, SE

1127 Olympia, WA 98501

1128

1129 Office Tel: 360-706-9097

1130 Mobile Tel: 360-706-9097

1131

1132 Normal Business Hours: **Between** 10:00 am and 7:00 pm, Mon-Fri.

1133

1134 We are normally open 5 days a week to work on projects and occasionally serve potential  
1135 new Customers on weekends as well at our sole discretion.

1136 **24 Hour Emergency: Call 360-706-9097**

1137 Email: [ServiceNow@NewEraRemodeling.com](mailto:ServiceNow@NewEraRemodeling.com)

1138 Website: [www.NewEraRemodeling.com](http://www.NewEraRemodeling.com)

1139 **Additional Fees Before, During, and/or After the Project:**

1140 Some Typical **Minimum Labor** Charges/Fees - Some of these tasks will be done by our  
1141 licensed expert sub-contractors (sales taxes for labor are not included. Part costs are not  
1142 included either!):

- 1143 • Sampling a wall for paint color matching: \$75
- 1144 • Building or installing a niche in a shower without tiling: \$450
- 1145 • Building or installing and tiling a niche in a shower: \$875

- 1146 • Replacing 1 vanity faucet: \$150
- 1147 • General Handyman work: \$100 for the 1<sup>st</sup> hour, \$50 per hour thereafter in 30 min.
- 1148 increments
- 1149 • Installing seamless shower glass guard (up to 30" wide) \$650
- 1150 • Replacing a rusted toilet flange: \$350
- 1151 • Replacing 1 wall light fixture above a vanity: \$100
- 1152 • Replacing an ordinary/standard toilet with a new ordinary/standard one: \$150
- 1153 • Replacing an ordinary/standard toilet with a new skirted toilet: \$200
- 1154 • Replacing a skirted toilet with a new skirted one: \$250
- 1155 • Assembling a toilet before installation: \$75
- 1156 • Replacing a wall-mounted toilet \$600 if it fits
- 1157 • Installing a bidet on a standard toilet including installing a GFCI outlet on the wall: \$550
- 1158 • Picking up 1 item from a local store on behalf of a Customer: \$75
- 1159 • Separating the ceiling color from the wall color for 1 average size room: \$100 to \$200
- 1160 • Separating 2 colors on walls in 1 average size bedroom: \$200
- 1161 • Replacing a door lock with a new same/similar lock: \$100
- 1162 • Adjusting a door's latch/catch: \$75
- 1163 • Replacing a weather stripping on a door: \$75
- 1164 • Building a small triangular bench at a corner of a shower and tiling it: \$875
- 1165 • Replacing a typical average size flat mirror with 1 framed mirror in a bathroom: \$150
- 1166 • Replacing a typical average-size flat mirror located above a double sink vanity with 2
- 1167 framed mirrors in a bathroom: \$250 (wall repairs and/or painting not included!)
- 1168 • Replacing an exhaust fan with a new same size in a bathroom: \$450
- 1169 • Installing an exhaust fan with 1 switch on the wall in a bathroom: \$800
- 1170 • Installing 1 recessed ceiling light in a bathroom and connecting it to an existing wall
- 1171 switch: \$450
- 1172 • Installing 1 recessed ceiling light in a bathroom and connecting it to an independent
- 1173 new wall switch: \$650
- 1174 • Wiring & installing an electric outlet on the wall without cutting the sheetrock for passing
- 1175 wires: \$175 to \$350
- 1176 • Wiring & installing an electric outlet or a wall switch by cutting the sheetrock for passing
- 1177 wires + patching the sheetrock, texturing, and painting the repaired areas only: \$400-
- 1178 \$650
- 1179 • Installing bullnose tiles metal tile trims or PVC/METAL tile trims in the shower or
- 1180 shower/tub \$250 to \$400

- 1181 • Revising a contract due to changes made by the Customer: \$100
- 1182 • Moving an outlet a few inches to a new location: \$250 to \$350
- 1183 • Moving a double gang electric switch box a few inches to a new location: \$350 to \$450
- 1184 • Installing a grab bar on tiles in a shower: \$100 each
- 1185 • Replacing towel bars, towel hooks, toilet paper holder, etc.: \$75 each
- 1186 • Installing 1 row of accent tile in a shower: \$250
- 1187 • Moving location of a wall light fixture located above a vanity: \$250
- 1188 • Fixing, texturing, and painting a wall where a mirror was removed: \$200
- 1189 • Staining an average size vanity cabinet without changing the color: \$450
- 1190 • Staining an average size vanity cabinet and changing the color: \$700
- 1191 • Painting an average size vanity cabinet without changing the color: \$175
- 1192 • Painting an average size vanity cabinet and changing the color: \$700
- 1193 • Installing a PREHUNG door, caulking, and painting it: \$750
- 1194 • Tiling an average bathroom floor (about 40 Sf) with 12"x24" tiles: \$750
- 1195 • Replacing, caulking, and painting baseboards in an average bathroom (about 40 sf in size): \$200
- 1196 • Installing a standard-size recessed medicine cabinet: \$400
- 1197 • Installing a spa shower fixture instead of a regular simple fixture: \$450
- 1199 • Fixing, texturing, and painting a wall section behind a big mirror after the big mirror was removed in preparation to install 2 framed mirrors: \$300
- 1200 • Painting walls & ceiling of an average size guest bathroom (1 color): \$350
- 1201 • Painting walls & ceiling of an average size master bathroom (1 color): \$600
- 1202 • Painting walls & ceiling of a small size closet (1 color): \$250
- 1203 • Painting walls & ceiling of an average size master closet (1 color): \$600 to \$900
- 1204 • Painting walls, ceiling, and shelves of an average size pantry (1 semi-gloss color): \$500 to \$800
- 1205 • Drywall repairs, less than 2 sf, texture & paint: wall: \$275, ceiling: \$450
- 1206 • Replacing a bathroom door with a same size pre-hung door + caulking & painting the door on both sides: \$650
- 1207 • Replacing an exterior entry door, including caulking & painting the jamb and the casings: 750
- 1208 • Texturing & painting an average guest bathroom (1 color for ceiling & walls): \$675
- 1209 • Texturing & painting an average master bathroom (1 color for ceiling & walls): \$1,200
- 1210 • Install a ½ glass wall/splash guard for a shower (parts & labor): \$1,200
- 1211 • Barn Door: Installation of a pre-finished, pre-painted, or pre-stained barn door: \$550
- 1212
- 1213
- 1214
- 1215

- 1216 • 1 Glass Shower Guard (up to 30" wide) installation without correcting the wall and the  
1217 floor: \$350
- 1218 • Clearing a bathroom sink's drainpipes: \$250
- 1219 • Clearing a kitchen sink's drainpipes: \$350
- 1220 • Replacing a bathroom water fixture without replacing the water valves or the water  
1221 supply hoses: \$150
- 1222 • Replacing a bathroom water fixture and replacing the water valves and the water  
1223 supply hoses: \$200
- 1224 • Plumbing for replacing a simple shower water fixture with 1 handle and 1 shower head:  
1225 \$400. This price does not include breaking the wall and fixing the wall after the  
1226 plumbing work is done.
- 1227 • Plumbing for replacing a simple shower water fixture with a spa shower fixture with one  
1228 handle and 1 shower head: \$600 or more depending on the complexity of the  
1229 installation. This price does not include breaking the wall and fixing the wall after the  
1230 plumbing work is done.
- 1231 • Adjusting the location of a drain in a shower after demolition: \$400
- 1232 • Adjusting the location of a drain in a shower including initial demolition: \$500
- 1233

1234

## 1235 Privacy Policy

1236 You are welcome to use our NERR internet Website(s). NERR wants you to know what  
1237 information we learn about you when you visit our website(s), what we do with that information  
1238 and any other information you voluntarily provide us through our website(s) or by other means,  
1239 and how you can view or change the information we have. This privacy policy describes our  
1240 information collection and use practices on our website(s). It does not apply to information  
1241 you might provide on one of our possible partners or affiliates, nor does it apply to information  
1242 you may provide to us through other forums, including offline or through electronic mail.

1243

1244 We do not share or resell any information you provide to us. We are dedicated to ensuring  
1245 your privacy and the confidentiality of any personal information.

1246

1247 **Information Collected at NERR's Website(s):**

1248 There are two types of information that we can learn about you as you browse and use  
1249 NERR's Website(s.) Each type of information can be used differently.

1250 1. Internet-related Information - generic statistical and demographic information that we may  
1251 gather passively from visitors to the Website(s).

1252 2. Personal Information that you provide when registering, ordering online, entering a  
1253 promotion, or contacting us.

1254 **Internet-Related Information Gathered Passively:**

1255 We may collect Internet-related Information from visitors to our Website(s), including the  
1256 referring URL, your IP address, which browser you used to come to the Website(s), the  
1257 country, state, or province, the pages of our Website(s) that you viewed during your visit and  
1258 any search terms entered on our Website(s), etc. for system administration, to gather broad  
1259 demographic information, and to monitor the level of activity on our Website(s). We may track  
1260 Customers' traffic patterns throughout their online sessions, including which pages or specific  
1261 URLs a Customer views while using the Website(s). We may use your Internet-related  
1262 Information to diagnose problems with our servers and software and to administer our  
1263 website(s). We may share aggregated statistics about pages viewed on our website(s),  
1264 demographic information sales, and other shopping information with third parties to enrich  
1265 your visitor experience.

1266 **Actively Collected Personal Information You Provide:**

1267 If you provide information about yourself by registering at our Website(s), ordering a product,  
1268 requesting services, filling out a survey, entering a promotion (including contests,  
1269 sweepstakes, offers, and rebates), or otherwise voluntarily telling us about yourself or your  
1270 activities, we will collect and use that Personal Information to respond to your request, and  
1271 for other internal business purposes, including identifying consumer preferences and  
1272 improving our products and services and the content of our Website(s). This information may  
1273 be disclosed to our staff and third parties involved in the completion of your transaction, the  
1274 delivery of your order-requested services, or the analysis and support of your use of the  
1275 Website(s). Please note that if you provide an email address and choose to access our  
1276 website(s) through links we send to that email account, NERR and to third parties NERR has



1277 Contracted with may collect personally identifiable information about your behavior, including  
1278 purchasing behavior, time spent on the Websites, and any downloaded materials. This  
1279 information will only be used for re-marketing purposes by NERR and will not be sold to any  
1280 third party. We may also contact you by email, regular mail, fax, text message, or telephone  
1281 from time to time with information about our new products and services, special offers,  
1282 upcoming events, and changes to our Website(s.) If you do not wish to be contacted by all or  
1283 any of these methods, you may let us know by sending an email message to us at  
1284 [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com). Please be sure to give us your exact name and  
1285 address, and your detailed request so we can respond appropriately.

### 1286 **How to Access or Modify Your Personal Information:**

1287 You have the right to access and modify your Personal Information if we store it on our  
1288 website(s). If you have registered with our Website(s), you can access or modify your stored  
1289 Personal Information by accessing the "My Account" area of the Website, or you can access  
1290 and change your Personal Information by contacting us at  
1291 [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com). Your information will be updated within 10 business  
1292 days.

### 1293 **Sharing Information:**

1294 If you provide us with your consent, we may share your Personal Information with our affiliates  
1295 and business partners with whom we have joint marketing arrangements. We may also give  
1296 you the opportunity, at the time that you provide us with your contact information, to have your  
1297 information shared with other third parties or posted on our website(s) for reasons we will  
1298 describe at the time we make the request. If you do not want us to share your Personal  
1299 Information with our marketing affiliates and business partners, then please let us know by  
1300 contacting us at [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com) or via mail at NERR, Website  
1301 Privacy, 2305 Kildane Way, SE, Olympia, WA 98501, or via telephone at 360-706-9097.

1302 We employ other companies to perform certain functions on our behalf, such as fulfilling  
1303 orders, delivering packages, re-marketing services, and services related to the design,  
1304 maintenance, and improvement of our website(s) and our database and related systems.  
1305 These companies have access to your information. We may arrange with a payment  
1306 processing company to process your credit card-related purchases. They use SSL encryption  
1307 of your credit card information. Please let us know if you wish to access this company's  
1308 Website(s) and privacy policy to read more about the security measures they employ. We

1309 have arranged with third-party providers to help us with marketing services and information  
1310 gathering. They may collect anonymous information about your visits to our website(s), and  
1311 your interaction with our products and services. They may also use information about your  
1312 visits to this and other Web Websites to target information for goods and services. This  
1313 anonymous information is collected using a pixel tag, which is industry standard technology  
1314 used by most major web Websites. No personally identifiable information is collected or used  
1315 in this process. They do not know the name, phone number, address, email address, or any  
1316 personally identifying information about the user.

1317 Regardless of whether you have provided us with consent, we will share your information with  
1318 those companies that perform certain functions on our behalf under Contract to us, and as  
1319 may be necessary to comply with applicable laws, police investigations, or legal proceedings  
1320 where disclosure of such information is relevant and permitted by law. NERR will also assign,  
1321 sell, license, or otherwise transfer to a third party your name, address, e-mail address,  
1322 member name, and any other Personal Information in connection with an assignment, sale,  
1323 joint venture, or other transfer or disposition of a portion or all the NERR service, or the assets,  
1324 business or stock of (if any) NERR.

#### 1325 **Links to Other Websites:**

1326 On our website(s), we may provide as a convenience to you links to other Websites, including  
1327 Websites operated by us, our partners, associates, or independent third parties. These links  
1328 are provided as a convenience to you. Each Website has its privacy practices, as described  
1329 in that Website's privacy policy. Those practices may be different than the practices described  
1330 herein, and we urge you to read each Website's privacy policy carefully before you use or  
1331 submit information to that Website. Additionally, to the extent that you follow a link to a website  
1332 operated by an independent third party, please be aware that we exercise no authority or  
1333 control over that third party and cannot and are not responsible for any information that you  
1334 may submit at that Website.

#### 1335 **Where We Store and How We Secure Your Personal Information:**

1336 Your Personal Information may be kept in a database held on servers kept in a physically and  
1337 technologically secure environment located outside our local business location and accessed  
1338 only by authorized personnel or Contractors who are required to keep your information  
1339 confidential. All transmissions of your credit card information are encrypted. We also have in  
1340 place internal procedures to confirm general company compliance with this Policy.

1341 Your information may be transferred to NERR, located in [Olympia, the State of Washington,](#)  
1342 [United States of America](#), which location may be outside of your state and/or country, and by  
1343 providing us with your information, you are consenting to such transfer. Although we will use  
1344 all reasonable efforts to safeguard the confidentiality of any Personal Information collected,  
1345 we will not be liable for the disclosure of Personal Information obtained due to errors in  
1346 transmission or the unauthorized acts of third parties.

1347 **Important Note to Kids:**

1348 We do not wish to obtain personal information from children under 18 who are using our  
1349 website(s) unsupervised. Before providing us with your name, address, e-mail address or any  
1350 other personal information, be sure to ask your parents or guardian for permission. Parents  
1351 and/or guardians are responsible for supervising the activities of their children while their  
1352 children use our website(s).

1353 **Username and Password:**

1354 You are responsible for maintaining the confidentiality of your username and password. You  
1355 shall be responsible for all uses of your membership, whether authorized by you. You agree  
1356 to immediately notify NERR of any unauthorized use of your username or password.

1357 **Cookies:**

1358 Like many other commercial websites, we may utilize a standard technology called a "cookie"  
1359 to collect information about how our website(s) is/are used. A cookie is a small data text file,  
1360 which a website stores on your computer's hard drive (if your Web browser permits) that can  
1361 later be retrieved to identify you to us. Cookies were designed to help a website recognize a  
1362 user's browser as a previous visitor and thus save and remember any preferences that may  
1363 have been set while the user was browsing the Website. A cookie cannot be read by a website  
1364 other than the one that set the cookie. Cookies can track that you are authenticated to the  
1365 Website, personalize home pages, identify which parts of a website may have been visited or  
1366 keep track of selections, such as those selected in a "shopping cart." Our cookies may collect  
1367 your domain name and track your selections through our website(s). A cookie cannot retrieve  
1368 any other data from your hard drive, pass on a computer virus, or capture your e-mail address.  
1369 The cookies make your use of the Websites easier, make the Websites run more smoothly,  
1370 and help us to maintain a secure Website.

1371 To make a purchase at the NERR Online Store (if there is one,) you need to have all cookies  
1372 enabled. Cookies are tiny text files stored on your computer when you visit certain web pages.  
1373 We use cookies to keep track of what you have in your basket and to remember you when  
1374 you return to our stores. Cookies cannot harm your computer and do not contain any personal  
1375 or private information. For information about how to disable cookies, please consult your web  
1376 browser's help menu or seek help elsewhere.

1377 **We reserve the right to change or update this GT&C at any time we wish. We will send**  
1378 **an e-mail message to previously registered visitors and inform them of the update. We**  
1379 **also reserve the right to change or update our GT&C again before we sign a Contract**  
1380 **with a Customer even if we have already given the Customer a copy of our older version**  
1381 **of the GT&C. In this case, the updated version automatically avoids the older**  
1382 **versions!!!**

1383 **What to Do If You Have Questions or Concerns about Your Information, or If You**  
1384 **Need to Contact Us:**

1385 If you are a registered user of our Website) s), and If you need information or have any  
1386 questions or concerns about this Privacy Policy or our use of your Personal Information, or  
1387 wish to review all of your Personal Information, you may contact our Director of E-  
1388 Commerce Solutions & Data via e-mail at [contactus@neweraremodeling.com](mailto:contactus@neweraremodeling.com).

1389 To facilitate the transfer of data between the United States of America (USA) and European  
1390 Union (EU) countries, the USA and the EU have entered a "safe harbor program," under  
1391 which data can be transferred from the EU to participating non-EU companies. The program  
1392 has a set of seven principles, to which NERR complies concerning the data collected and  
1393 used as described in this Privacy Policy. As part of that program, while we strive to respond  
1394 to your concerns, we recognize that we may not always answer all your questions, and as  
1395 such if you are an EU resident, we will participate with the Data Protection Authority in the  
1396 country in which you reside. Thus, to the extent that you feel that your questions have not  
1397 been answered, and you are a resident of an EU Member country, you should feel free to  
1398 contact the Data Protection Authority of the country in which you reside.

1399 **Call Monitoring and Recording, Conversation Recording, Privacy Statement:**

1400 As part of our commitment to providing the best possible service, NERR may monitor, and  
1401 record phone calls answered by NERR or by its hired answering service company and

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1402 made by NERR or by its hired answering service company. NERR may also archive  
1403 recorded voicemail messages. NERR records call for training purposes, to improve  
1404 Customer service, and to ensure an accurate record of Client/Customer calls, which may be  
1405 needed to support transactions that take place over the phone or by voice mail messages.  
1406 This allows NERR to identify how it can better serve its Customers and/or clients. Within the  
1407 law, NERR may also record conversations with current Customers, former Customers,  
1408 subcontractors, suppliers, or potential Customers for future reference.

## 1409 Legal Notice

1410 **Intellectual Property:** Unless otherwise noted, product or service names, designs, logos,  
1411 titles, text, images, audio, and video within our website(s) and our internet profiles are the  
1412 trademarks, service marks, trade names, copyrights, or other property of **NERR** ("**NERR's**  
1413 Intellectual Property.") All other unregistered and registered trademarks are the property of  
1414 their respective owners. Nothing contained on our website(s) or our internet profiles should  
1415 be construed as granting, by implication, stopple, or otherwise, any license or right to use  
1416 any of **NERR's** Intellectual Property displayed on our Website(s) and internet profiles  
1417 without the written permission of **NERR**.

1418 **Emails & Text Messages:** Although e-mail & text messages and all attachments, if any, are  
1419 believed to be free of any virus or other defect that might affect any computer system into  
1420 which it is received and opened, it is the responsibility of the recipient to ensure that it is  
1421 virus-free before opening it and we bear no responsibility for any loss or damage arising in  
1422 any way from its use.

1423 **Use of Our Website(s) and NERR's Internet Profiles:** **NERR** maintains our website(s)  
1424 and its internet profiles for your personal entertainment, information, education, use, and  
1425 communication. Please feel free to browse our website(s) and our internet profiles. You may  
1426 download material displayed on our website(s) or internet profiles for non-commercial or  
1427 personal use only provided you also retain all copyright and other proprietary notices  
1428 contained on the materials. You may not, however, distribute, modify, transmit, reuse, copy,  
1429 re-post, or use the content of our website(s) and internet profiles for public or commercial  
1430 purposes, including text, images, audio, and video without NERR's written permission.  
1431 Changes periodically are made to the information contained on our website(s) and internet  
1432 profiles.

1433 While NERR makes every effort to post accurate and reliable information, it does not guarantee or  
1434 warrant that the information on its websites or its internet profiles is complete, accurate, or up to  
1435 date. Any person or entity that relies on any information obtained from these sites does so at his or  
1436 her own sole risk.

1437  
1438 NERR assumes no responsibility for the use or application of any blogs or posted materials. Our  
1439 website and internet profiles are intended solely to electronically provide the public with general  
1440 business-related information and convenient access to information resources.

1441  
1442 NERR assumes no responsibility for any error, omissions, inaccuracies, or other discrepancies  
1443 between the electronic and printed versions of documents.

1444 *When reading and using information contained in our website(s) or contained in our internet*  
1445 *profiles, please consult with your attorney, financial consultant/planner, accountant, other*  
1446 *contractors, architect, State or local licensing government offices/agencies, tax advisor, and/or*  
1447 *other professionals for advice concerning your circumstances. The information contained in our*  
1448 *website(s) and internet profiles are for general informational and casual educational purposes only*  
1449 *and should not be construed as professional, tax, financial, or legal advice or a legal or*  
1450 *professional opinion on specific facts or circumstances. The information or opinions contained at*  
1451 *the above-mentioned sites should not be construed by any consumer, potential Customer,*  
1452 *Customer, and/or prospective client as an offer to sell or the solicitation of an offer to buy any*  
1453 *product or service. NERR does not guarantee the accuracy of this information or any results and*  
1454 *further assumes no liability in connection with these publications & claims, including but not limited*  
1455 *to any suggestions contained within them.*

1456  
1457 **No Warranties; Limitation of Liability:** OUR WEBSITE(S) AND INTERNET PROFILES  
1458 ARE PROVIDED "AS IS" WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND,  
1459 EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED  
1460 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR  
1461 NON-INFRINGEMENT. **NERR** also assumes no responsibility and shall not be liable for any  
1462 such damages to or viruses that may infect, your computer equipment, software, data or  
1463 other property on account of your access to, use of, or browsing of our Website(s), internet  
1464 profiles, or your downloading of any materials, data, text, images, video or audio from our  
1465 Website(s), internet profiles, or any linked websites.

1466 In no event shall **NERR**, its employees, agents, officers, shareholders, or owners, or any  
1467 other party, involved in creating, producing, maintaining, or delivering our Website(s),  
1468 internet profiles, or any of their affiliates, or the officers, directors, employees, shareholders,  
1469 or agents of each of them, be liable for any damages of any kind, including without limitation  
1470 any direct, special, incidental, indirect, exemplary, punitive or consequential damages,  
1471 whether or not advised of the possibility of such damages, and on any theory of liability  
1472 whatsoever, arising out of or in connection with the use or performance of, or your browsing  
1473 in, or your links to other Websites from our Website(s) or internet profiles.

1474 **Unaffiliated Products and Websites:** Descriptions of, or references to, products, services,  
1475 publications, or Websites not owned by **NERR**, or its affiliates do not imply endorsement of  
1476 those products, publications, services, or Websites. **NERR** has not reviewed all material  
1477 linked to our website(s) and internet profiles and is not responsible for the content of any  
1478 such material. Your linking to any other websites is at your own risk.

1479 **Communications with our Website(s):** You are prohibited from posting or transmitting any  
1480 unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory,  
1481 pornographic, or profane material or any material that could constitute or encourage  
1482 conduct that would be considered a criminal offense, give rise to civil liability, or otherwise  
1483 violate any law. **NERR** will fully cooperate with any law enforcement authorities or court  
1484 order requesting or directing **NERR** to disclose the identity of or help identify or locate  
1485 anyone posting any such information or materials.

1486 Any communication or material you transmit to our website(s) or our internet profiles by e-  
1487 mail or otherwise, including any data, questions, comments, reviews, suggestions, or the  
1488 like is, and will be treated as, non-confidential and non-proprietary. **NERR** cannot prevent  
1489 the "harvesting" of information from our website(s) or internet profiles, and you may be  
1490 contacted by **NERR** or unrelated third parties, by e-mail or otherwise, within or outside of  
1491 our website(s) or internet profiles. Anything you transmit may be edited by or may not be  
1492 posted to our website(s) or internet profiles at the sole discretion of **NERR**; and may be  
1493 used by **NERR** or its affiliates for any purpose, including, but not limited to, reproduction,  
1494 disclosure, transmission, publication, broadcast and posting. Furthermore, **NERR** is free to  
1495 use any ideas, concepts, know-how, or techniques contained in any communication you  
1496 send to our website(s) or internet profiles for any purpose whatsoever including, but not  
1497 limited to, developing, manufacturing, and marketing products or services using such  
1498 information.

1499 Although **NERR** may from time to time monitor or review discussions, chats, postings,  
1500 transmissions, bulletin boards, and the like on our Website(s) or internet profiles, **NERR** is  
1501 under no obligation to do so and assumes no responsibility or liability arising from the  
1502 content of any such locations nor for any error, defamation, libel, slander, omission,  
1503 falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any  
1504 information within such locations on our Website(s) or internet profiles. **NERR** assumes no  
1505 responsibility or liability for any actions or communications by you or any unrelated third  
1506 party within or outside of our website(s) or internet profiles.

1507 **United States Governing Law:** NERR LLC's Website(s) and internet profiles were  
1508 developed in the United States of America by and shall be governed by, and your browsing  
1509 in and use of our Website(s) and internet profiles shall be deemed acceptance of, the laws  
1510 of the **State of Washington**, United States of America. Notwithstanding the foregoing, our  
1511 website(s) and internet profiles may be viewed in other parts of America or internationally  
1512 and may contain references to products or services not available in all countries or regions.  
1513 References to a particular product or service do not imply that **NERR** intends to make such  
1514 products or services available in such countries or regions.

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Department of Labor and Industries  
Contractor Registration



## Example of Disclosure Statement Notice to Customers

1524  
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Business Name: New Era Remodeling & Repairs, LLC.

1529

This Contractor is registered with the state of Washington, registration no. NEWERER818OP

1530

has posted with the state a bond or deposit of \$ 12,000 for the purpose of

1531

satisfying claims against the Contractor for breach of Contract including negligent or improper

1532

work in the conduct of the Contractor's business. The expiration date of this Contractor's

1533

registration is 09/17/2021.

1534

***THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.***

1535

1536

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1538

This bond or deposit is not for your exclusive use because it covers all work performed by

1539

this Contractor. The bond or deposit is intended to pay valid claims up to \$ 12,000 that you

1540

and other Customers, suppliers, subcontractors, or taxing authorities may have.

1541

***FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.***

1542

1543

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You may withhold a Contractually defined percentage of your construction Contract as retainage for a stated period of time to provide protection to you and help ensure that your project will be completed as required by your Contract.

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***YOUR PROPERTY MAY BE LIENED.***

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If a supplier of materials used in your construction project or an employee or subcontractor of your Contractor or subcontractors is not paid, your property may be liened to payment and you could pay twice for the same work.

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**FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.**

The Contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

  X    
Signature of Customer

  X    
Date Signed

Print Full Names:   X  

*The Contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years and produce a signed or electronic signature copy of the disclosure statement to the department upon request.*

For more information, please refer to [RCW 18.27.114](#)

F625-030-000 Disclosure Statement Notice to Customer 12-2015

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**Example of**

**CONSTRUCTION LIEN NOTICE TO OWNER**

**IMPORTANT: READ BOTH PAGES OF THIS NOTICE CAREFULLY  
PROTECT YOURSELF FROM PAYING TWICE**

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To: Customer's name Date: dd/mm/20yy

Re: Customer's address

(Description of property: street address or general location)

From: New Era Remodeling & Repairs, LLC

At the Request of: David Sabet, Business Owner

Name of person ordering their professional services, materials, or equipment.

**THIS IS NOT A LIEN:** This notice is sent to you to tell you who is providing professional services, materials, or equipment for the improvement of your property and to advise you of the rights of these persons and your responsibilities. Also take notice that laborers on your project may claim a lien without sending you a notice.

**OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY**

Under Washington law, those who furnish labor, professional services, materials, or equipment for the repair, remodel, or alteration of you owner-occupied principal residence and who are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien. The law limits the amount that a lien claimant can claim against your property. Claims may only be made against that portion of the Contract price you have not yet paid to your prime Contractor as of the time this notice was given to you or three days after this notice was mailed to you. Review page 2 of this notice for more information and ways to avoid lien claims.

**COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY**

We have or will be providing professional services, materials, or equipment for the improvement of your commercial or new residential project. In the event you or your Contractors fail to pay us, we may file a lien against your property. A lien may be claimed for all professional services, materials, or equipment furnished after a date that is sixty days before this notice was given to you or mailed to you, unless the improvement to you property is the construction of a new single-family residence, then ten days before this notice was given to you or mailed to you.

Sender: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

1630 Brief description of professional services, materials, or equipment provided or to be provided: \_\_\_\_\_

1631 \_\_\_\_\_

1632 **Important Information for your Protection**

1633 • This notice is sent to inform you that we have or will provide professional services,  
1634 materials or equipment for the repair, remodel, or alteration of your property. We expect  
1635 to be paid by the person who ordered our services, but if we are not paid, we have the  
1636 right to enforce our claim by filing a construction lien against your property.

1637 • **LEARN** more about the lien laws and the meaning of this notice by discussing them  
1638 with our Contractor, suppliers, Department of Labor and Industries, the firm sending  
1639 you this notice, your lender, or your attorney.

1642 • **COMMON METHODS TO AVOID CONSTRUCTION LIENS:** There are several  
1643 methods available to protect your property from construction liens. The following are  
1644 two of the more commonly used methods.

1646 • **DUAL PAYCHECKS** (Joint Checks): When paying your Contractor for services or  
1647 materials, you may make checks payable jointly to the Contractor and the firms  
1648 furnishing you this notice.

1650 • **LIEN RELEASES:** You may require your Contractor to provide lien releases signed  
1651 by all the suppliers and subcontractors from whom you have received this notice. If  
1652 they cannot obtain lien releases because you have not paid them, you may use the  
1653 dual payee check method to protect yourself.

1655 • **You should take appropriate steps to protect your property from liens.**

1657 • **Your prime Contractor and your construction lender are required by law to give**  
1658 **you this written information about lien claims.**

1659 I have received a copy of this important information & this "Notice to Owner."

1661 Customer's Signature:   X   \_\_\_\_\_ Date:   X   \_\_\_\_\_

1663 Print Full Names:   X   \_\_\_\_\_

1664  
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1666 F625-054-000 / construction lien notice/page 2 of 2 / 11-05

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**Example of  
LIEN RELEASE FORM  
BY CONTRACTOR, SUBCONTRACTOR(S,) AND SUPPLIER**

1673

We, the undersigned, acknowledge receipt of the amounts stated below as full payment for all labor, professional services, materials, or equipment furnished for use on or about the property of

1674

1675

Customer's Full Name (owner) in Thurston County, Washington, through the dd day of mm (month), 20yy (year).

1677

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The property is described as follows (give legal description):

1680

Customer's full address

1681

Each person or entity signing this release form releases and waives any interest in the property described above and releases and waives any right to claim a lien on that property for any labor, professional services, materials, or equipment provided through the date listed above. Each person or entity signing this release form reserves the right to claim a lien for any labor, professional services, materials, or equipment provided after that date, to the extent allowed by law.

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The consideration received by each person or entity for this release is as follows:

1687

1688

New Era Remodeling & Repairs, LLC X \$ ??,???  
Company Name Authorized Signature Amount Received

1689

1690

1691

David Sabet Business Owner dd/mm/20yy  
Print Name of Person Signing Release Title Date

1693

1694

This is a  Contractor,  Subcontractor,  Supplier

1695

Indicate all that apply with a checkmark(s)

1696

1697

N/A \$  
Company Name Authorized Signature Amount Received

1699

1700

Print Name of Person Signing Release Title Date

1701

1702

This is a  Contractor,  Subcontractor,  Supplier

1703

Indicate all that apply with a checkmark(s)

1704

1705

I have received a copy of this Lien Release Form.

1706

(Signature of Customer) Date Signed

1708

1709

Full Customer's Names (Print)

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1711

*This Lien Release form is provided as required under RCW 60.04.250.*

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F625-029-000 Release of lien form 04-2012

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**NOTICE TO BE POSTED BY PRIME CONTRACTOR**

\*\*\* For any construction project costing more than five thousand dollars \*\*\*  
\*\*\* For any construction project which requires a building permit \*\*\*

**Jobsite Information:**

Single Family Home  
Owner's/Customer's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel: \_\_\_\_\_

**Contractor's Information:**

New Era Remodeling & Repairs, LLC  
2305 Kildane Way, SE  
Olympia, WA 98501  
Tel: 360-706-9097  
UBI #: 604502342; Contractor's License #: NEWERER818OP

**Surety Bond:**

**Bond Type:** Continuous Contractor's Bond  
**Agency:** SuretyBonds.com  
**Bond Number:** 64787115  
**State:** Washington  
**Bond Amount:** \$12,000.00  
**Term Dates:** 9/6/2021 - 10/6/2025  
Tel: 1 (800) 308-4358 • Mon-Fri 7am-7pm CST  
Fax: (573)303-0131  
3514 Interstate 70 Drive SE, Ste 102 • Columbia, MO 65201  
Email: [CustomerCare@SuretyBonds.com](mailto:CustomerCare@SuretyBonds.com)

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\*\*\* SAFETY NOTICE TO ALL CUSTOMER \*\*\*

1745  
1746  
1747 DATE:   dd/mm/20yy    
1748  
1749 YOUR SAFETY AND OUR SAFETY ARE VERY IMPORTANT TO US.  
1750  
1751 PLEASE BE CAREFUL AS YOU WALK THROUGH THE WORK AREAS AND THROUGH OTHER PLACES WHERE  
1752 THERE ARE DROP CLOTH/FLOOR COVERINGS, OUR TOOLS, SUPPLIES, EQUIPMENT, ... ETC. PLEASE NOTE THAT  
1753 DROP CLOTH ON HARD SURFACES ARE VERY SLIPPERY - WALK ON THEM WITH CAUTION!  
1754  
1755 **COVID-19 PANDEMIC OR OTHER DISEASES:** PLEASE KEEP A MINIMUM OF 6 FT. DISTANCE FROM US WHEN  
1756 YOU INTERACT WITH US DURING THE PROJECT. ALSO, FEEL FREE TO WEAR A FACE MASK AND GLOVES, IF  
1757 YOU WISH, FOR YOUR PROTECTION AND OUR PROTECTION WHEN YOU COME TO THE WORK AREAS WHERE  
1758 WE ARE WORKING REGARDLESS OF WHETHER OR NOT YOU ARE VACCINATED AGAINST COVID-19 OR OTHER  
1759 DISEASES. WE MAY NOT WEAR FACE MASKS OR GLOVES DURING THE ENTIRE LENGTH OF THIS PROJECT. WE  
1760 ARE FULLY VACCINATED AGAINST COVID-19 AND HAVE HAD OUR BOOSTER SHOT TOO!  
1761  
1762 **WE DO NOT ASSUME ANY LIABILITIES AND WILL NOT BE LIABLE FOR ANY REASONS OR BY ANY MEANS**  
1763 **WHATSOEVER IF YOU BELIEVE YOU AND/OR ANY OCCUPANTS OF YOUR HOUSE/FACILITY HAVE CONTRACTED**  
1764 **ANY DISEASE(S) FROM US FROM THE 1<sup>ST</sup> DAY WE MEET UNTIL AFTER THE PROJECT IS OVER.**  
1765  
1766 PLEASE LET US KNOW **IN WRITING** IF YOU FEEL LIKE ANYTHING POSES A HAZARD TO YOU AND/OR TO OTHER  
1767 OCCUPANTS OF THIS HOUSE/FACILITY SO WE CAN TRY TO MAKE IT SAFER FOR ALL OF YOU.  
1768  
1769 THANKS,  
1770 DAVID SABET, BUSINESS OWNER  
1771 NEW ERA REMODELING & REPAIRS, LLC  
1772  
1773 I, THE CUSTOMER, HAVE RECEIVED THIS NOTICE, HAVE READ IT, UNDERSTAND IT, AND FULLY AGREE TO IT AS  
1774 IT IS WITHOUT ANY RESERVATIONS.  
1775  
1776 X \_\_\_\_\_  
1777 Customer's Signature Date: \_\_\_\_\_  
1778  
1779  
1780

\*\*\* THE END! \*\*\*