

NEW ERA REMODELING & REPAIRS, LLC

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)
- **NERR’s Internet Profiles:** are any profiles we have on the internet at sites such as Google, Yahoo, Bing, Yelp, BBB, Angellist, Facebook, Twitter, ... etc.
- **Jobsite:** is a location at a specific address where we provide service to our Customers.

This new website version shall instantly replace and void all previous website versions!

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

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

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

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

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

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

78 We clean up the work area after ourselves each day or at the end of every small job. We
79 understand health and safety well and are trained in how to manage any potentially
80 hazardous materials and use the proper techniques for all repair and remodeling projects.
81 We sometimes use the services of certain licensed sub-contractors or professional sub-
82 contractors if your project is too big for us to manage by ourselves or if we do not have the
83 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**
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 project's total cost accordingly after the above-
152 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 disagree with the changes
159 the customer wants to make without assuming any liabilities whatsoever! We do not tolerate
160 bossy Customers (BACKSEAT DRIVERS) who try to tell us how to do our work, give us orders
161 on how to perform certain project tasks, or try to micro-manage our daily activities in any
162 shape or form. If we experience such Customer behaviors as stated above, we have the right
163 **to quit working** and end the project to avoid further problems or complications. In that case,
164 no refunds will be given to the Customer; and the Customer is fully liable for paying us the
165 remaining balances of their Contracts. No cancellation of any parts of the contract by the
166 customer is allowed after the contract(s) is/are signed. No refunds will be given to the
167 customer for cancellation or modifications of the scope of work. Deposit (s) and/or other
168 payments will not be refunded under any circumstances for any reasons whatsoever!!! **We**
169 **have the right to request the balance payment at any time during the project for any reason**
170 **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 changing the details of the Contract and printing costs. **Customers may**
175 **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 You will be charged for any day or number of hours you don't allow us to work for any reason
187 during the project; or, when we are ready to start your project. The charge will be \$50 per
188 hour or \$400 per day. A day's work is 8 hours.

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

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210 **Service Call Fee:**

211 We sometimes charge a flat fee of only \$100 to come out to each job site to give you an
212 estimate. This fee will cover the driving time to your place as well as the cost of operating our
213 truck. **This amount must be paid during the first visit if we ask for it.** You will be credited for
214 this amount in your invoice if you hire us to do your project.

215 For after-hours, emergencies, or urgent service calls, the fee will be a minimum of \$150 in
216 most cases if we drive less than 15 minutes to get to your site. For longer drives, we normally
217 add \$50 for every additional 15 minutes of driving. However, we will not charge more than
218 \$250 in total for driving time. These fees cover only the driving time. Additionally, you will be
219 charged our special labor fee (much higher than our regular labor fee) plus material & part
220 costs for whatever you will be asking us to do.

221 **Labor Fees:**

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

236 **Sales Tax:**

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

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

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

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

- 249 1. Once you request a service, we will come by and review your project with you and give
250 you an estimate of the time and cost to complete your project. We may also tell you
251 when we can start the work.
252
- 253 2. We may contact you again a day or so before, if necessary, to remind you what time
254 we will start to do the work.



- 255 3. As work progresses, we will keep you updated. If we discover any hidden problems or
256 damage or any unanticipated circumstances that require additional work, we will
257 discuss them with you, price them, and together, we will schedule changes in a work
258 order.
259
260

- 261 4. You are always welcome to contact us by phone, via cell phone text messaging, or by
262 email if you wish to communicate with us regarding the ongoing project or the projects
263 we have completed for you in the past - we will get back to you as soon as we can.
264
- 265 5. We encourage you to give us feedback on the project and our performance daily and
266 once the job is complete. You can do that by email, letters, online reviews, text
267 messaging, or other written means you wish.
268

269 **Other issues:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



694

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

984

985 **Attorneys & Legal Fees:**

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

993 fees for serving the summons, complaint, damages done to NERR's public reputation and/or
994 NERR business owner's reputation, and other court papers, fees to pay a court reporter to
995 transcribe depositions (pretrial interviews of witnesses) and in-court testimony, private
996 investigator fees, expert testimonies fees, photocopy of court papers and exhibits, postal
997 fees, tools & equipment rentals, and if a jury is involved, to pay the daily stipend of jurors,
998 time spent on preparing and dealing with the lawsuit at a rate of \$50/hr., ... etc. The losing
999 party shall be held responsible for both parties' court costs and **ALL** other legal costs if not
1000 mentioned above.

1001 **Payments:**

1002 For big projects, at least 50% of the total amount is required on the day both parties sign a
1003 Contract, and the remaining balance is due on the last day of the project. If the Contract
1004 includes special orders, NERR will require the Customer to pre-pay for the special orders in
1005 addition to the 50% deposit. For all projects, small or large, the last day of the project is when
1006 we submit to you the invoice for the remaining balance or when we verbally or in writing
1007 announce to you that the project is completed. If the Customer fails to pay his or her invoices
1008 or the balances of his or her Contracts **in full** as we request, the Customer instantly loses all
1009 discounts, incentives given, workmanship guarantees & warranties, if any. A 15% APR
1010 (compounded daily) late fee will be added to each late payment plus additional legal fees (see
1011 **Attorneys' & Legal Fees** above) for collecting the unpaid balances. Payments are
1012 considered late after the due time & date. If you (the Customer) have agreed to write an online
1013 review (good or bad) according to the E&C, the Customer's review must be posted on the last
1014 day of the project and before the Customer makes his/her final balance payment (even if the
1015 balance payment is paid partially by the Customer.) In this case, the online review is
1016 equivalent to the labor discount and volume discount or any other discounts you have
1017 received for the project. If you fail to write & post the online review before making your final
1018 balance payment or change your mind about writing & posting the online review, you will
1019 lose the labor discount and the other discounts you had received in the E&C you signed. We
1020 do not accept promises from our Customers who want to take the discount and write & post
1021 the review later!

1022 **Dealing with Sub-Contractors:** By no means, directly or indirectly, our Customers or
1023 Clients are allowed to do business with our sub-contractors, in any shape or forms during
1024 any length of time shorter than two (2) years after the last day of any projects and during
1025 any ongoing project, without a written consent from NERR. Likewise, NERR's sub-
1026 contractors are not allowed, directly or indirectly, or by any means to do business with

1027 NERR's Customers & Clients, in any shape or forms during any length of time shorter than
1028 two (2) years after the last day of any projects and during any ongoing project, without a
1029 written consent from NERR. In case these rules are violated by our Customer and/or by our
1030 sub-contractor, **each** violating party is fully and equally liable to pay NERR the full amount
1031 (labor & parts) of any unauthorized business conducted including all legal fees (see
1032 **Attorneys' & Legal Fees** section above.) The total cost of an unauthorized business
1033 conducted will be determined solely by the rates and standards of NERR regardless of the
1034 total value of the deal between the violating parties!

1035 Customers **are not allowed** to hire other contractors to come and do work at the location
1036 (address) where we are working without prior **written** authorization from us. If the Customer
1037 violates this rule, then the Customer is liable to compensate NERR if we find out that some
1038 of our tools, equipment, or supplies are missing. Also, the Customer is liable to compensate
1039 (labor, parts, and other losses) NERR if the act of the hired contractor delays the completion
1040 of our project or if their act slows down the progress of our project in any shape or form. The
1041 labor rate of compensation will be the same rate we have been charging the Customer in
1042 the ongoing Contract. The compensation amount must be paid by the Customer as soon as
1043 we request payment of the compensation. If the Customer refuses to compensate us for our
1044 losses, we have the right to quit and leave the job site. In that case, the Customer is still
1045 liable to pay us the remainder of his/her balance in addition to our losses as indicated
1046 above.

1047 **Homeowner Wishes to Do Some of the Work:** Customers and their associates **are not**
1048 **allowed** to do any parts of the project while we are working. If the customer wishes to do
1049 any project-related work, he/she must do all they want to do before they sign a Contract with
1050 us. Also, Customers must not alter the project location/site after they have signed a Contract
1051 with us. We have the right to refuse to serve the Customer and cancel the Contract without
1052 assuming any liabilities. In that case, the Customer is liable to pay us the full costs of the
1053 project. Customer's deposits, if any, will not be refunded either. If we agree to do the project,
1054 we will cancel the old Contract and write a new Contract based on the new condition of the
1055 project location/site. An additional \$100 will be added to the new Contract for re-writing this
1056 new Contract.

1057 **Other legal Issues:**

1058 If there are any issues or elements in this GT&C or in the Contracts we sign with a
1059 Customer that are mistakenly addressed out of not knowing the laws, rules, and regulations

1060 and not according to the laws, rules, and regulations of the land (country, state, county, city,
1061 or district,) then what is legally correct shall prevail and be applied equally for all involved
1062 parties.

1063 **Liability Issues:**

1064 Our maximum liability due to accidental damages to a Customer's property is limited to the
1065 total amount of labor fee we have charged a Customer for the single task we were
1066 performing when the accident happened! For other liability issues, please read the details of
1067 our general liability insurance policy and the details of our bond which are available at our
1068 NERR Website, on the Home Page, under the "License & Insurance" tab before signing any
1069 Contract with us. Also, do not sign any Contract with us if you feel like our liability insurance
1070 and our bond do not meet your needs or concerns. We also strongly suggest that you
1071 consult with an insurance lawyer to make sure you understand the details of our general
1072 liability insurance policy and our bond and their limitations and exclusions. We will not be
1073 liable to pay anything to a Customer, anyone associated with the Customer, any
1074 subcontractor, or supplier, in any shape or form beyond the limits of our bond or what our
1075 liability insurance decides to pay, if any!

1076 Customers are liable for causing any damages to our properties or our **public reputation**
1077 (**Tortious interference**) in any shape or form.

1078 **Contraction of Infectious Diseases:** We try to be careful, clean, and conscientious about
1079 the health and safety of ourselves and all whom we interact with, deal with, and work with.
1080 By no means, in any shape or form, or under any circumstances whatsoever, NERR, its
1081 subcontractors, employees, contract workers, or suppliers assume liabilities of any kind, if a
1082 Customer, Customers' family members and/or pets, and/or other occupants or associates of
1083 the Customer get infected by viruses and/or bacteria of any kind by meeting us before,
1084 during, and/or after any project or business transactions.

1085 Similarly, NERR assumes no liabilities of any kind if our employees, contract workers,
1086 subcontractors, and/or suppliers get infected by viruses and/or bacteria of any kind by
1087 meeting us or meeting the Customer for any reason whatsoever.

1088 **Any person or entity that wishes to work with us that may get infected by meeting us**
1089 **in any shape or form whatsoever does so at his or her own risk!**
1090

1091 **Blogs & Posts:** Please consult with your attorney, interior designer, medical doctor,
1092 healthcare provider, financial consultant/planner, accountant, other contractors, architect,
1093 State or local licensing government offices/agencies, and/or other professional advisors,
1094 etc. ... for advice concerning your circumstances. The information contained in our blogs
1095 and posts is for general informational and educational purposes only and should not be
1096 construed as professional, financial, or legal advice or an expert opinion on specific facts,
1097 issues, or circumstances. The information or opinions contained within our blogs & posts
1098 should not be construed by any consumer and/or prospective Customer/client as an offer
1099 to sell or the solicitation of an offer to buy any product or service. NERR does not
1100 guarantee the accuracy of this information or any results and further assumes no liability in
1101 connection with these publications, including but not limited to any suggestions contained
1102 herein. **Any person or entity that, in any shape or form whatsoever, relies on the**
1103 **information contained in our blogs & posts does so at his or her own risk!**
1104

1105 **Availability:**

1106 It all depends on the workload we have on hand when you contact us. Generally, we can meet
1107 you for an initial consultation a few days after you contact us, if not immediately. How readily
1108 we can respond to emergencies depends on our availability, but we can normally
1109 accommodate you immediately or quickly.

1110 For guaranteed repairs during the guarantee period, our availability depends on the workload
1111 we have on hand. You must be patient until we find an adequate time frame to come and do
1112 the repair work. Please note that most of our projects take 3 to 4 weeks to complete and we
1113 are often fully booked for a few months ahead of time. For small, guaranteed repairs, we
1114 normally can fit your repair needs within our ongoing projects. We do most of the guaranteed
1115 repairs during the weekends when we are not working on other projects during the weekends.

1116 **References:**

1117 A list of up to three (3) references will be provided to a potential Customer upon a written
1118 request before signing a Contract with NERR. Please also read the reviews our former
1119 Customers have posted on Google.com, YP.com, AngiesList.com, Yelp, Better Business

1120 Bureau (BBB.org), and other places on the internet. We will only provide references to
1121 potential Customers who have studied our E&C and this GT&C fully agrees to them and are
1122 potentially ready to sign them.

1123 **Contact Information:**

1124 David Sabet
1125 Business Owner
1126 Mailing Address:
1127 2305 Kildane Way, SE
1128 Olympia, WA 98501

1129
1130 Office Tel: 360-706-9097
1131 Mobile Tel: 360-706-9097

1132
1133 Normal Business Hours: **Between** 10:00 am and 7:00 pm, Mon-Fri.

1134
1135 We are normally open 5 days a week to work on projects and occasionally serve potential
1136 new Customers on weekends as well at our sole discretion.

1137 **24 Hour Emergency: Call 360-706-9097**

1138 Email: ServiceNow@NewEraRemodeling.com

1139 Website: www.NewEraRemodeling.com

1140 **Additional Fees Before, During, and/or After the Project:**

1141 Some Typical **Minimum Labor** Charges/Fees - Some of these tasks will be done by our
1142 licensed expert sub-contractors (sales taxes for labor are not included. Part costs are not
1143 included either!):

- 1144 • Sampling a wall for paint color matching: \$75
- 1145 • Building or installing a niche in a shower without tiling: \$450
- 1146 • Building or installing and tiling a niche in a shower: \$875
- 1147 • Replacing 1 vanity faucet: \$150

- 1148 • General Handyman work: \$100 for the 1st hour, \$50 per hour thereafter in 30 min.
- 1149 increments
- 1150 • Installing seamless shower glass guard (up to 30" wide) \$650
- 1151 • Replacing a rusted toilet flange: \$350
- 1152 • Replacing 1 wall light fixture above a vanity: \$100
- 1153 • Replacing an ordinary/standard toilet with a new ordinary/standard one: \$150
- 1154 • Replacing an ordinary/standard toilet with a new skirted toilet: \$200
- 1155 • Replacing a skirted toilet with a new skirted one: \$250
- 1156 • Assembling a toilet before installation: \$75
- 1157 • Replacing a wall-mounted toilet \$600 if it fits
- 1158 • Installing a bidet on a standard toilet including installing a GFCI outlet on the wall: \$550
- 1159 • Picking up 1 item from a local store on behalf of a Customer: \$75
- 1160 • Separating the ceiling color from the wall color for 1 average size room: \$100 to \$200
- 1161 • Separating 2 colors on walls in 1 average size bedroom: \$200
- 1162 • Replacing a door lock with a new same/similar lock: \$100
- 1163 • Adjusting a door's latch/catch: \$75
- 1164 • Replacing a weather stripping on a door: \$75
- 1165 • Building a small triangular bench at a corner of a shower and tiling it: \$875
- 1166 • Replacing a typical average size flat mirror with 1 framed mirror in a bathroom: \$150
- 1167 • Replacing a typical average-size flat mirror located above a double sink vanity with 2
- 1168 framed mirrors in a bathroom: \$250 (wall repairs and/or painting not included!)
- 1169 • Replacing an exhaust fan with a new same size in a bathroom: \$450
- 1170 • Installing an exhaust fan with 1 switch on the wall in a bathroom: \$800
- 1171 • Installing 1 recessed ceiling light in a bathroom and connecting it to an existing wall
- 1172 switch: \$450
- 1173 • Installing 1 recessed ceiling light in a bathroom and connecting it to an independent
- 1174 new wall switch: \$650
- 1175 • Wiring & installing an electric outlet on the wall without cutting the sheetrock for passing
- 1176 wires: \$175 to \$350
- 1177 • Wiring & installing an electric outlet or a wall switch by cutting the sheetrock for passing
- 1178 wires + patching the sheetrock, texturing, and painting the repaired areas only: \$400-
- 1179 \$650
- 1180 • Installing bullnose tiles metal tile trims or PVC/METAL tile trims in the shower or
- 1181 shower/tub \$250 to \$400
- 1182 • Revising a contract due to changes made by the Customer: \$100

- 1183 • Moving an outlet a few inches to a new location: \$250 to \$350
- 1184 • Moving a double gang electric switch box a few inches to a new location: \$350 to \$450
- 1185 • Installing a grab bar on tiles in a shower: \$100 each
- 1186 • Replacing towel bars, towel hooks, toilet paper holder, etc.: \$75 each
- 1187 • Installing 1 row of accent tile in a shower: \$250
- 1188 • Moving location of a wall light fixture located above a vanity: \$250
- 1189 • Fixing, texturing, and painting a wall where a mirror was removed: \$200
- 1190 • Staining an average size vanity cabinet without changing the color: \$450
- 1191 • Staining an average size vanity cabinet and changing the color: \$700
- 1192 • Painting an average size vanity cabinet without changing the color: \$175
- 1193 • Painting an average size vanity cabinet and changing the color: \$700
- 1194 • Installing a PREHUNG door, caulking, and painting it: \$750
- 1195 • Tiling an average bathroom floor (about 40 Sf) with 12"x24" tiles: \$750
- 1196 • Replacing, caulking, and painting baseboards in an average bathroom (about 40 sf in size): \$200
- 1197
- 1198 • Installing a standard-size recessed medicine cabinet: \$400
- 1199 • Installing a spa shower fixture instead of a regular simple fixture: \$450
- 1200 • 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
- 1201
- 1202 • Painting walls & ceiling of an average size guest bathroom (1 color): \$350
- 1203 • Painting walls & ceiling of an average size master bathroom (1 color): \$600
- 1204 • Painting walls & ceiling of a small size closet (1 color): \$250
- 1205 • Painting walls & ceiling of an average size master closet (1 color): \$600 to \$900
- 1206 • Painting walls, ceiling, and shelves of an average size pantry (1 semi-gloss color): \$500 to \$800
- 1207
- 1208 • Drywall repairs, less than 2 sf, texture & paint: wall: \$275, ceiling: \$450
- 1209 • Replacing a bathroom door with a same size pre-hung door + caulking & painting the door on both sides: \$650
- 1210
- 1211 • Replacing an exterior entry door, including caulking & painting the jamb and the casings: 750
- 1212
- 1213 • Texturing & painting an average guest bathroom (1 color for ceiling & walls): \$675
- 1214 • Texturing & painting an average master bathroom (1 color for ceiling & walls): \$1,200
- 1215 • Install a ½ glass wall/splash guard for a shower (parts & labor): \$1,200
- 1216 • Barn Door: Installation of a pre-finished, pre-painted, or pre-stained barn door: \$550

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

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

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

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1526 Business Name: New Era Remodeling & Repairs, LLC

1527
1528

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

1535 ***THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT***
1536 ***MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.***

1537

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

1542 ***FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR***
1543 ***CONTRACT.***

1544

1545 You may withhold a Contractually defined percentage of your construction Contract as
1546 retainage for a stated period of time to provide protection to you and help ensure that your
1547 project will be completed as required by your Contract.

1548

1549 ***YOUR PROPERTY MAY BE LIENED.***

1550

1551 If a supplier of materials used in your construction project or an employee or subcontractor
1552 of your Contractor or subcontractors is not paid, your property may be liened to payment
1553 and you could pay twice for the same work.

1554

1555

Page 1 of 2

This new website version shall instantly replace and void all previous website versions!

***** Please Consider the Environment Before Printing – Save a Tree – Be Green! *****

You can save this PDF document electronically on your computer or a flashcard.

If you don't have the means to save this document electronically or print it in color, please let us know in writing so we can print this document in full color on paper for you!

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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.

1565

I have received a copy of this disclosure statement.

1566
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 X
Signature of Customer

 X
Date Signed

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Print Full Names: X

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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.

1576

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

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

This new website version shall instantly replace and void all previous website versions!

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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: _____

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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

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).

1676

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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

1692

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

1698

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

1707

1708

Full Customer's Names (Print)

1709

1710

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

1711

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

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Example of

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 ***

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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 Direct:

Bond Type: Continuous Contractor's Bond

Agency: SuretyBondsDirect.com

Bond Number: 67134804

State: Washington

Bond Amount: \$30,000.00

Term Dates Paid For: 9/6/2021 - 10/6/2026

Tel: 1-800-608-9950

Address: 4900 O'Hear Ave STE 206, North Charleston, SC 29405

Email: service@suretybondsdirect.com

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Example of

*** SAFETY NOTICE TO ALL CUSTOMER ***

DATE: dd/mm/20yy

YOUR SAFETY AND OUR SAFETY ARE VERY IMPORTANT TO US.

PLEASE BE CAREFUL AS YOU WALK THROUGH THE WORK AREAS AND THROUGH OTHER PLACES WHERE THERE ARE DROP CLOTH/FLOOR COVERINGS, OUR TOOLS, SUPPLIES, EQUIPMENT, ... ETC. PLEASE NOTE THAT DROP CLOTH ON HARD SURFACES ARE VERY SLIPPERY - WALK ON THEM WITH CAUTION!

COVID-19 PANDEMIC OR OTHER DISEASES: PLEASE KEEP A MINIMUM OF 6 FT. DISTANCE FROM US WHEN YOU INTERACT WITH US DURING THE PROJECT. ALSO, FEEL FREE TO WEAR A FACE MASK AND GLOVES, IF YOU WISH, FOR YOUR PROTECTION AND OUR PROTECTION WHEN YOU COME TO THE WORK AREAS WHERE WE ARE WORKING REGARDLESS OF WHETHER OR NOT YOU ARE VACCINATED AGAINST COVID-19 OR OTHER DISEASES. WE MAY NOT WEAR FACE MASKS OR GLOVES DURING THE ENTIRE LENGTH OF THIS PROJECT. WE ARE FULLY VACCINATED AGAINST COVID-19 AND HAVE HAD OUR BOOSTER SHOT TOO!

WE DO NOT ASSUME ANY LIABILITIES AND WILL NOT BE LIABLE FOR ANY REASONS OR BY ANY MEANS WHATSOEVER IF YOU BELIEVE YOU AND/OR ANY OCCUPANTS OF YOUR HOUSE/FACILITY HAVE CONTRACTED ANY DISEASE(S) FROM US FROM THE 1ST DAY WE MEET UNTIL AFTER THE PROJECT IS OVER.

PLEASE LET US KNOW **IN WRITING** IF YOU FEEL LIKE ANYTHING POSES A HAZARD TO YOU AND/OR TO OTHER OCCUPANTS OF THIS HOUSE/FACILITY SO WE CAN TRY TO MAKE IT SAFER FOR ALL OF YOU.

THANKS,
DAVID SABET, BUSINESS OWNER
NEW ERA REMODELING & REPAIRS, LLC

I, THE CUSTOMER, HAVE RECEIVED THIS NOTICE, HAVE READ IT, UNDERSTAND IT, AND FULLY AGREE TO IT AS IT IS WITHOUT ANY RESERVATIONS.

X _____
Customer's Signature

Date: _____

*** THE END! ***