

NEW ERA REMODELING & REPAIRS

www.NewEraRemodeling.com

General Information – General Terms & Conditions / Privacy Policy / Legal Notice

What We Can Do for You:

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

We clean up after ourselves each day or at the end of every small job. We understand health and safety well and are trained in how to handle any potentially hazardous materials and use the proper techniques for all repairs and remodeling projects.



Types of Quotes:

Time & Materials (T&M) Basis Estimate:

We always price each project / job on a "Time & Materials (T&M) Basis" which is also called **Estimate** for short. This ensures that you will only pay for the work we complete and any materials we purchase for your project. You will also have the option of buying the needed materials or parts yourself should you decide to save money by not paying us for shopping time or warranty markup on the materials you want. In that case, we will advise you on materials to buy and help you make a shopping list.

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

The advantage of this method is that it is the least costly and fastest way to have many small to medium sized tasks done. The disadvantage is that you do not have a firm price up front, but rather an approximate time frame for completion of your overall project.

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

Estimates Range:

To get an estimate range for the total costs, we can only give you an educated guess for what the costs will be. You will be provided a low and a high number that normally range within 25% of each other. The advantage is that you pay the actual cost and there is no extra mark up to cover contingencies and you will not be charged more than the highest price. The disadvantage is that you do not know your exact cost in advance. However, if you are comfortable with the estimate range, then you can be satisfied with the final total cost.

Bid or Fixed Quote:

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

Price Not to Exceed:

This is like T&M but provides you with a price the project will not exceed. This is good when you have a long to-do list of small tasks but a limited budget. Then, we will try to complete as many tasks as we can and as fast as we can. The advantage is that you will not run over your budget; and the disadvantage is that all tasks may not get done this time and you may have to deal with the remaining undone items at another occasion. For “Not to Exceed” projects, we require that you pay for the entire cost of your project ahead of time before the 1st day of the project when you sign the contract!

This method is also good for big jobs when we can finish your project according to our well-discussed issues and pre-agreed quality of work to not to exceed your budget for the entire project.

Hidden Damage or Hidden Problems:

Damages or problems discovered which could not be seen before starting your project are not included in “Estimates” or “Price Not to Exceed”. Once discovered, we will notify you and discuss with you a change order detailing all the additional costs for you to approve before continuing your project.

Service Call Fee:

We sometimes charge a flat fee of only \$79 to come out to each job site to give you an estimate. This fee will cover the driving time to your place as well as the cost of operating our truck. You will be credited for this amount in your invoice if you hire us to do your project.

For after hours, emergencies, or urgent service calls, the fee will be a minimum of \$100 in most cases if we drive less than 15 minutes to get to your site. For longer drives, we normally add \$50 for every additional 15 min. of driving. However, we will not charge more than \$250 in total for driving time. These fees cover only the driving time. Additionally, you will be charged our regular labor fee + material & part costs for whatever you will be asking us to do.

Labor Fees:

Currently, we normally charge \$45 - \$150 per hour depending on our operating costs, the complexity, danger, and risks associated with each job/project. On the average, our labor fees are about \$45-\$75 per hour. We sometimes, in exchange for an online review, give 3% to 5% discount to 1st-time customers, 3% to 5% discount to school teachers (1st grade to 12th grade), 5% to 10% discount to senior citizens (75 and older,) 5% to 10% discount to the handicapped, 5% to 10% discount to disabled veterans, 5% to 10% discount to on active duty uniformed U.S. soldiers. These discounts apply only if we ask them to write a review online on the last day of the project

and before making the final remaining balance payment (one discount per customer per month.) All discounts and promotions are for labor fees only.

The discounts become due and payable to us on the last day of the project if the customer fails to post his or her review(s) online on the last day of the project. If the customer doesn't post his/her review on the last day of the project, he/she will not receive the discount. We do not accept promises from our customers who want to take the discount and write the review later!

Setup & Clean up or Trip Charge Fees:

We normally charge a minimum of \$95 + labor fee per hour + material & part costs to go to a customer's house to do a job or a project no matter how small the job or the project is. The setup & clean up normally include mobilizing our tools & equipment, shopping for parts, cost of covering the floors with drop cloth, cost of covering furniture with plastic, cleaning, swiping, or vacuuming the floors at our discretion during the project and after the repairs are done at the end of the project. It also includes managing the trash.

Other issues:

We expect the property owners / managers to provide us with water, electricity, gas, or other utilities free of charge during the course of the project regardless of what times of the day or night we work. In other words, all estimates, quotes, etc. are given with the assumption that we do not have to pay anyone for utilities used or we don't have to bring or produce our own utilities to or at the jobsite.

We try to be a "GREEN" company and avoid using hazardous materials such as oil based paint, paint thinners, pesticides, herbicides, asbestos containing materials, etc. We also try as much as possible to avoid advertising on papers, magazines, newspapers, etc. We do our best to separate and classify the trash we produce at the jobsites so we can take the recyclable items to recycling centers. We also expect the property owners / managers to allow us to use their onsite trash cans on daily bases for the small amount of trash we produce. Otherwise, we have the right to add additional daily fees to our invoice(s) for hauling all the trash to an offsite facility. We always take the bulky and heavy trash items offsite for disposal anyways.

As a company, we are a licensed general contractor; we are bonded, and have liability insurance. Most of the services we provide to customers are done by our well trained handymen. If you require that certain licensed servicemen to do your entire or part of your project, please inform us ahead of time so we can properly and adequately budget your project before signing any contract with us. It is the home owner's / property manager's responsibility to request certain licensed servicemen for their projects.

It is the responsibility of the home owner / property manager to find out if construction permits are required and request construction permit for their own projects. We do not

include permitting costs with our estimates or quotes unless we are specifically asked to do so by the home owner / property manager ahead of time before we give them the project costs. In some States, cities, or counties, the permit fees are very high and the permitting processes are complicated and time consuming. We must know ahead of time if the home owner / property manager wants us to pull permits so we can plan and budget the project costs correctly!

Working Days: Our normal working days are Monday to Friday, 10 a.m. to 7 p.m. excluding official holiday.



Here is our six-step process for communicating with you:

1. Once you request a service, we will come by and review your project with you and give you an estimate of the time and cost to complete your project. We may also tell you when we can start the work.
2. We may contact you again a day or so before if necessary to remind you what time we will start to do the work.
3. As work progresses, we will keep you updated. If we discover any hidden damages or any unanticipated circumstances that requires additional work, we will discuss them with you, price them, and together, we will schedule changes in a work order.
4. You are always welcomed to contact us by phone, via cell phone text messaging, or by email if you wish to communicate with us regarding the ongoing project or the projects we have completed for you in the past - we will get back with you as soon as we can.

5. We encourage you to give us feedback on the project and our performance once the job is complete. You can do that by email, phone calls, letters, online reviews, text messaging, or by any other means you wish.
6. At our discretion, we may give you a 30-days workmanship guarantee free of additional fee. If you wish to have longer period of workmanship guarantee, we will add an additional fee of 10% to 15% to the total cost of the project. If you find any problems with our workmanship after the job is completed, we will come back (1 time only) and fix it for FREE (free labor + free materials & parts which we purchased for your project.) The material & parts which you bought for your project are not covered under this guarantee and you need to supply us with them again for us to do the repairs. Below are more details about our guarantee.

Workmanship Guarantee:

In some cases, for an extra fee, for every project, no matter how big or small, we may be able to include a written guarantee for workmanship (labor) on the Estimate & Contract we ask you to sign. If your Estimate & Contract doesn't show any guarantee, you must specifically ask for a written guarantee, if you wish, so we can include that additional cost in the contract. We do not give guarantee for any landscaping work we do as many environmental factors (such as improper watering, lack of sunshine, improper fertilization, disease, improper use or treatment, etc.) Which are out of our control can adversely affect the quality of work done after we complete the project. You may not be asked for an advance deposit for small sized jobs that do not contain specialty ordered items. We may request deposit and/or weekly payments for medium to big projects. **Quality of our workmanship is not guaranteed for people who are picky, unreasonable, or perfectionist and our guarantee is not a "money back guarantee" under any circumstances!** Cosmetic issues discovered after we have completed the job/project **are not a part of our guarantee.** You must inspect our work when we say we are done with the job/project and point to us any problems you see so we can fix them before you pay us the remaining balance due of your invoice. If problems detected, we will fix them before we ask for the remaining balance due of your invoice. This final balance due payment is an indication that you agree that the job/project is 100% complete to your satisfaction.

We will do our best to repair **ONLY ONCE (1 time)** what we originally repaired or installed which is now broken or is now malfunctioning due to our workmanship during the guarantee period. All guarantees are voided if items installed, repaired, or planted are abused, misused, altered, damaged, moved from the fixed position, replanted, or neglected by the home owner or the business owner/operator.

All guarantees and warranties are voided if the customer fails to pay for his or her project in full on the last day of the project. Similarly, If a customer receive discounts in exchange for writing a (good or bad) review and doesn't write and post it online on the last day of the project, the customer instantly loses his or her discounts, guaranties, and warranties, if any, for the entire project.

Our guarantee and warranty is not transferable to a new property owner if the property is sold during the guarantee & warranty period!

We charge a fee of \$79 for making a house call for a “False Alarm.” A False Alarm is when a customer who has a written workmanship guarantee from us, calls us to do a guarantee repair and we find out that the problem is not associated with the work we have done or is a “cosmetic” issue which is not covered under our workmanship guarantee. Anything that is not functioning correctly or has lost its integrity (technical problems) and is due to how wrongly installed or wrongly repaired, is covered. All other issues fall under “cosmetic” issues and problems and are not covered by our guarantees. We will be the sole judge of what is a cosmetic issue or problem. In addition to the \$79 house call fee, we will charge our regular labor rate + material costs if the former customer still want us to remedy the problem they have or they think they have.

Crack or fracture repairs (cracks or fractures in walls, ceilings, floors, ground, decks, etc.) are not guaranteed in any shape or forms because the cracks are normally due to settling problems and we have no control over them. We normally advise property owners and managers to remedy the conditions which contribute to settling problems before we repair the cracks. Remedies suggested by us often include installation and regular & proper use of sprinkler systems, soaker hose systems, and/or foundation repairs. We strongly suggest that property owners & managers to consistently and regularly (especially during the hot season, May through October for example) keep the property's ground areas adequately moist. In some cases, this will most likely eliminate or minimize settling problems!!!

Disputes, Disagreements, Legal Actions, Late Fees, Etc...:

A 10% late fee will be added to each late payment plus additional fees for collecting the unpaid balances. Payments are considered late if not paid on the due date and due time. In case of nonpayment(s), charge back(s), and or disputes over payment(s) or disputes over the scope of work which would results in utilization of services of collection agencies / attorneys, or use of the legal system by either parties, all discounts, guarantees and warranties (if any) and the labor & volume discounts (if any) are automatically, permanently, and immediately voided for the entire project. In this case, all given discounts will be forfeited and payable immediately by the property owner or by the property owner's representative.

No cancellations, rescheduling, or omission of the project, or omission of any tasks of the project are allowed by the property owner or the property owner's representative once the Estimate & Contract is signed by both parties (New Era Remodeling & Repairs and the property owner or property owner's representative.) If the home owner or the property owner's representative wish to cancel after he or she has signs the Estimate & Contract, he or she is fully obligated to pay for the cost of the entire projects. Project deposits are non-refundable under any circumstances once the contract is signed by both parties. However, if New Era Remodeling & Repairs doesn't start the project within

one (1) week (7 days) after the starting date indicated in the contract, New Era Remodeling & Repairs will fully refund the deposit back to the customer if the customer wishes to cancel. Any changes by the property owner or his/her representative to the scope of work will be addressed in a change order with labor costs, part costs, and other usual fees. The labor rates for the change orders will be same as the labor rates of the main Estimate & Contract. Similarly, if hidden problems are discovered or unanticipated complications are encountered during the project, change orders with remedial costs will be issued.

We expect the customer to be considerate, polite, reasonable, and cooperative, and friendly to us as we will be to them. We will not tolerate rudeness, picky people, or people who try to tell us how to do our work. If problems, disputes, disagreements, or dissatisfactions arise between the parties during the project, we (New Era Remodeling & Repairs) have the right to quit working and end the project to avoid further complications and problems. In this case, the home owner is still fully liable to pay the remaining of his/her balance in full for the project. If we quit working due to the above problems and if the customer wishes us to come back and finish the project, and if we agree to do so, we will have the right to demand that the customer pay us the remaining balance before we come back to complete the project.

We all (New Era Remodeling & Repairs and the property owner or property owner's management representatives) agree that all legal actions by the involved parties be filed and pursued in the county where our business address is when the lawsuit is filed.

Liability:

Our maximum liability due to accidental damages to a customer's property is limited to the total amount of labor fee we have charged a customer for the task we were performing when the accident happened!

Availability:

It all depends on the work load we have on hand when you contact us. Generally, we are able to meet you for an initial consultation or start your project within a few days after you contact us, if not immediately. How readily we can respond to emergencies depends on our availability, but we can normally accommodate you immediately or quickly.

Payments:

For big projects, at least 50% of the total amount is due on the day we sign a contract and the remaining balance is due on the last day of the project. For all projects, small or large, the last day of the project is when we submit to you the invoice for the remaining balance or when we verbally or in writing announce to you that the project is completed. A 10% late fee will be added to each late payment plus additional legal fees for collecting the unpaid balances. Payments are considered late after the due time &

date. If you (the customer) have agreed to write an online review (good or bad) in the Estimate & Contract, your review must be posted on the last day of the project and before you make your final payment. In this case, the online review is equivalent to the labor discount and volume discount or any other discounts you have received for the project. If you fail to write the online review before making your final payment, or change your mind about writing the online review, you will lose the labor discount and the other discounts you had received in the Estimate & Contract you signed. We do not accept promises from our customers who want to take the discount and write the review later!

References:

A list of references will be provided upon request. Please also read the reviews our former customers have posted on Google.com, Better Business Bureau (BBB.org), and other places on the internet. We will only provide references to potential customers who have studied our Estimate & Contract and are ready to sign it.

Contact Information:

David Sabet
Business Owner
Mailing Address:
2305 Kildane Way, SE
Olympia, WA 98501

Office Tel: 360-706-9097
Mobile Tel: 360-706-9097

Business Hours: 10:00 am - 7:00 pm, Mon-Fri.

We are normally open 5 days a week to work on projects and occasionally serve potential customers on weekends as well.

24 Hour Emergency: Call 360-706-9097

Email: ServiceNow@NewEraRemodeling.com

Website: www.NewEraRemodeling.com

Privacy Policy

Welcome to the New Era Remodeling & Repairs ("NERR ") internet website (this "Site.") NERR wants you to know what information we learn about you when you visit this Site, what we do with that information and any other information you voluntarily provide us through this Site or by other means and how you can view or change the information we have. This privacy policy describes our information collection and use practices on this Site. It does not apply to information you might provide on another site possibly operated by us, or one of our possible partners or affiliates, nor does it apply to information you may provide to us through other forums, including offline or through electronic mail.

Information Collected At This Site:

There are two types of information that we can learn about you as you browse and use this site. Each type of information can be used in a different way.

1. Internet-related Information - generic statistical and demographic information that we may gather passively from visitors to the Site.
2. Personal Information that you provide when registering, ordering online, entering a promotion or making contact with us.

Internet-Related Information Gathered Passively:

We may collect Internet-related Information from visitors to our Site, including the referring URL, your IP address, which browser you used to come to the Site, the country, state or province, the pages of our Site that you viewed during your visit and any search terms entered on our Site, etc. for the purposes of system administration, to gather broad demographic information, and to monitor the level of activity on our Site. We may track customers' traffic patterns throughout their online sessions, including which pages or specific URLs a customer views while using the Site. We may use your Internet-related Information to diagnose problems with our servers and software and to administer our Site. We may share aggregated statistics about pages viewed on our Site, demographic information and sales and other shopping information with third parties to enrich your visitor experience.

Actively Collected Personal Information You Provide:

If you provide information about yourself by registering at our Site, ordering a product, requesting services, filling out a survey, entering a promotion (including contests, sweepstakes, offers and rebates) or otherwise voluntarily telling us about yourself or your activities, we will collect and use that Personal Information to respond to your request, and for other internal business purposes, including identifying consumer preferences and improving our products and services and the content of this Site. This information may be disclosed to our staff and to third parties involved in the completion of your transaction, the delivery of your order, requested services, or the analysis and support of your use of the Site. Please note that if you provide an email address and

chose to access the Site through links we send to that email account, NERR and to third-parties NERR has contracted with may collect personally identifiable information about your behavior, including purchasing behavior, time spent on the Site, and any downloaded materials. This information will only be used for re-marketing purposes by NERR and will not be sold to any third party. We may also contact you by email, regular mail, fax, text message, or telephone from time to time with information about our new products and services, special offers, upcoming events and changes to this Site. If you do not wish to be contacted by all or any of these methods, you may let us know by sending an email message to us at UpdateNow@NewEraRemodeling.com. Please be sure to give us your exact name and address, and your detailed request so we can respond appropriately.

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Sharing Information:

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

We employ other companies to perform certain functions on our behalf, such as fulfilling orders, delivering packages, re-marketing services and services related to the design, maintenance and improvement of this Site and our database and related systems. These companies have access to your information. We may arrange with a payment processing company to process your credit card related purchases. They use SSL encryption of your credit card information. Please let us know if you wish to access this company's website and privacy policy to read more about the security measures they employ. We have arranged with third party providers to help us with marketing services and information gathering. They may collect anonymous information about your visits to our Site, and your interaction with our products and services. They may also use information about your visits to this and other Web sites to target information for goods and services. This anonymous information is collected through the use of a pixel tag, which is industry standard technology used by most major web sites. No personally identifiable information is collected or used in this process. They do not know the name,

phone number, address, email address, or any personally identifying information about the user.

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

Links to Other Websites:

On this Site, we may provide as a convenience to you links to other websites, including sites operated by us, our partners, associates, or independent third parties. These links are provided as a convenience to you. Each website has its own privacy practices, as described in that site's privacy policy. Those practices may be different than the practices described herein, and we urge you to read each website's privacy policy carefully before you use or submit information to that site. Additionally, to the extent that you follow a link to a website operated by an independent third party, please be aware that we exercise no authority or control over that third party, and cannot and are not responsible for any information that you may submit at that site.

Where Do We Store And How Do We Secure Your Personal Information:

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

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

Important Note to Kids:

We do not wish to obtain personal information from children under 18 who are using our Site unsupervised. Before providing us your name, address, e-mail address or any other personal information, be sure to ask your parents or guardian for permission.

User Name and Password:

You are responsible for maintaining the confidentiality of your username and password. You shall be responsible for all uses of your membership, whether or not authorized by you. You agree to immediately notify NERR of any unauthorized use of your user name or password.

Cookies:

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

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We reserve the right to change or update this policy at any time by posting a notice that we are changing our privacy policy or by sending an e-mail message to previously registered visitors.

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

If you need information or have any questions or concerns about this Privacy Policy or our use of your Personal Information, or wish to review all of your Personal Information, you may contact our Director of E-Commerce Solutions & Data via e-mail

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

Call Monitoring and Recording Privacy Statement:

As part of our commitment to providing the best possible service NERR may monitor and record phone calls answered by NERR or by its hired answering service company and made by NERR or by its hired answering service company. NERR may also archive recorded voice mail messages. NERR records calls for training purposes, to improve customer service, and to ensure an accurate record of Client calls, which may be needed to support transactions that take place over the phone or by voice mail messages. This allows NERR to identify how NERR can better serve its customers.

Legal Notice

Dealing with Sub-contractors:

By no means, directly or indirectly, our customers & clients are allowed to do business with our sub-contractors, in any shape or forms during any length of time shorter than two (2) years after the last day of any projects and during any ongoing project, without a written consent from New Era Remodeling & Repairs. Likewise, New Era Remodeling & Repairs' sub-contractors are not allowed directly or indirectly by any means to do business with New Era Remodeling & Repairs' customers & clients, in any shape or forms during any length of time shorter than two (2) years after the last day of any projects and during any ongoing project, without a written consent from New Era Remodeling & Repairs. In case these rules are violated by our customer and/or by our sub-contractor, **each** violating party is fully and equally liable to pay the full amount (labor & parts) of any unauthorized business conducted to New Era Remodeling & Repairs. The total cost of an unauthorized business conducted will be determined solely by the rates and standards of New Era Remodeling & Repairs regardless of the total value of the deal between the violating parties!

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