

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! WE ALSO SUGGEST THAT YOU CONSULT WITH AN ATTORNEY TO MAKE SURE THAT YOU UNDERSTAND THIS GT&C DOCUMENT FULLY. FINALLY, DO NOT SIGN ANY CONTRACT WITH US IF YOU DO NOT FULLY AGREE TO THIS GT&C AND/OR OUR “CONTRACTS” AS DEFINED BELOW UNDER DEFINITIONS!

Definitions:

- **GT&C:** is an abbreviation for General Terms & Conditions
- **NERR:** is an abbreviation for New Era Remodeling & Repairs and NERR’s representative.
- **LLC:** stands for Limited Liability Company
- **Parties: You, your, yours, Customer, Homeowner,** and/or **Client,** refers to you, as a “**Customer**” of the Service. A “**Customer**” is anyone who has, in any ways, 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,** and/or **our** refer to “**NERR**” and its subsidiaries.
- **Website:** is the NERR’s internet Website (www.NewEraRemodeling.com)
- **Jobsite:** is the location(s) at a specific address where we provide service to our Customers.
- **Contract or Estimate:** is the Estimate & Contract (**E&C**), Change Order Contract, Estimate, or Invoice we sign with a Customer. Each of these documents are considered independent Contracts and independent projects. A Contract is a legal agreement between NERR and the Customer.

- 32 - **Dispose of it:** means it is trash – get rid of it as trash by putting it in the Customer’s
33 trashcan (onsite) or take it to the county disposal facility or other disposal places
34 (offsite) as trash.
- 35 - **Words of Authority:** “**May**” means “has discretion to,” “has a right to,” or “is permitted
36 to.” and “**Must**” means “is required to.”
- 37 - **Binding Contract:** The Contract is only binding if it has been signed by the Customer
38 & NERR’s representative and the deposit has already been received by NERR.
- 39 - **Guarantee and Warranty:** Warranty is for products and parts and guarantee is for
40 workmanship. We never give Warranty to any Customers because we do not
41 manufacture the products or the parts we purchase for a project.
- 42 - **Limited Workmanship Guarantee and Comprehensive Workmanship Guarantee:**
43 In a Limited Workmanship Guarantee, we will do only 1-repair in 1-trip if requested. In
44 a Comprehensive Workmanship Guarantee, we will do multiple repairs in multiple trips
45 if requested. Please see details of our “Workmanship Guarantee” on the following
46 pages.
47

48 **Contradictory Statements:** If any contradictions discovered due to errors or for any reasons
49 whatsoever between this GT&C and the Contracts we sign with a Customer, then the most
50 stringent case to NERR’ advantage shall prevail. Similarly, if any contradictions discovered
51 due to errors or for any reasons whatsoever in various parts of this GT&C document or in the
52 Contracts, then the most stringent case/interpretation to NERR’s advantage shall prevail.

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

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

63 We clean up the work area after ourselves each day or at the end of every small job. We
64 understand health and safety well and are trained in how to handle any potentially
65 hazardous materials and use the proper techniques for all repairs and remodeling projects.
66 We sometimes use services of certain licensed sub-contractors or professional sub-
67 contractor if your project is too big for us to handle by ourselves or if we don't have the
68 expertise or the license to do the work or part of the work by ourselves.



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70 Types of Quotes:

71 Time & Materials (T&M) Basis Estimate:

72 We always price each project / job on a "Time & Materials (T&M) Basis" which is also called
73 **Contract** or **Estimate** for short. This ensures that you will only pay for the work we complete
74 and any materials we purchase for your project. You will also have the option of buying some
75 of the needed materials or parts yourself should you decide to save money by not paying us
76 for shopping time or markup on the materials you want. In that case, we may suggest, upon
77 your request, what materials and quantities of /materials/parts, to buy and help you make a
78 shopping list. However, you will be fully responsible for getting the right materials and the right
79 quantities with appropriate dimensions regardless of our suggestions.

80 In this case, contingencies are not considered in the estimates and the prices given are
81 **minimum costs** to you. You will be informed if hidden or unanticipated problems or issues
82 are discovered or if additional work is required during the project. In that case, you will be

83 given an estimate for the additional work required. Please note that estimates are **not fixed**
84 **quotes!**

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

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

91 **Estimates Range:**

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

98 **Bid or Fixed Quote:**

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

105 **Price Not to Exceed:**

106 This is like T&M but provides you with a price the project will not exceed. This is good when
107 you have a long to-do list of small tasks but a limited budget. Then, we will try to complete
108 as many tasks as we can and as fast as we can. The advantage is that you will not run over
109 your budget; and the disadvantage is that all tasks may not get done this time and you may
110 have to deal with the remaining undone items at another occasion. **For “Not to Exceed”**

111 projects, we require that you pay for the entire cost of your project ahead of time before the
112 1st day of the project when you sign the Contract!
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114 **Hidden Damage or Hidden Problems:**

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

119 **Service Call Fee:**

120 We sometimes charge a flat fee of only \$95 to come out to each jobsite to give you an
121 estimate. This fee will cover the driving time to your place as well as the cost of operating our
122 truck. You will be credited for this amount in your invoice if you hire us to do your project.

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

129 **Labor Fees:**

130 Currently, we normally charge \$45 - \$150 per hour depending on our operating costs, the
131 complexity, danger, and risks associated with each job/project. On the average, our labor
132 fees are about \$45-\$75 per hour. We sometimes, in exchange for an online review (good or
133 bad – see our coupon at our website), we give discount to 1st-time Customers, to school
134 teachers (1st grade to 12th grade), to senior citizens (75 and older,) to the handicapped, to
135 disabled veterans, and to on-active duty uniformed U.S. soldiers. These discounts normally
136 apply if we ask them to write a review online on the last day of the project and before making
137 their final remaining balance payment (one discount per Customer per month.) All discounts
138 and promotions are for labor fees only.

139 If the E&C, the Change Orders, and/or the Invoices don't specifically show the amount of
140 sales taxes, then all labor fees & part costs on these documents already include sales taxes!

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

146 **Setup & Clean up and Trip Charge Fees:**

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

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

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



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3. As work progresses, we will keep you updated. If we discover any hidden problems or 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 feedbacks on the project and our performance on daily bases and once the job is complete. You can do that by email, letters, online reviews, text messaging, or other written means you wish.

174 **Other issues:**

175 **Customer's Initial on Every Page:** If this **GT&C** is provided to the Customer electronically
176 (by email, text messaging, on a computer disk, or other electronic means), then Customer's
177 initial on every page is not required to confirm that they have received it and have agreed to
178 it. If the Customer does not agree to any parts of this **GT&C**, then the Customer must inform
179 us in writing and not sign any Contracts with us. If NERR provides this **GT&C** to the Customer
180 in paper form (not electronically,) then we will require the Customer to initial each and every
181 page of it before signing a Contract with us. In other words, lack of Customer's initial on every

182 page does not mean that the Customer is not bound by the terms and conditions of this
183 **electronic form of GT&C.**

184 **Estimate & Contracts, Invoices, Change Orders (collectively called Contracts):** Before
185 signing any Contracts, the Customer must read the Contracts details and this GT&C in full
186 details and ask for clarifications if they don't understand any parts of them, and in writing,
187 request changes to be made if they don't agree to any issues. If we agree to the requested
188 changes, then we will make the changes before asking the Customer to sign the Contract.
189 This GT&C is a part of every Contract we sign with a Customer. The Customer must also
190 read the scope of work listed on the Contracts and ask us for corrections if they find errors or
191 omissions before signing the Contracts. If errors or omissions are detected after the Contracts
192 are signed, then the most stringent case that is to NERR's advantage shall prevail! If we
193 mutually agree that the contract needs to be rewritten and signed again, then we will make
194 the corrections and price the project correctly as well if necessary. A Contract number is the
195 date when the Contract was issued. For example, 2020-0307-JDO, indicates that the
196 Contract was issued on March 07, 2020 and the "JDO" is extracted from the Customer's
197 names "John Doe."

198 **Facility Types & Additions:** Due to our general liability insurance restrictions, we may not
199 be allowed to provide our services to owners, residents, operators, or managers of
200 townhomes, duplexes, apartments, facilities with more than 3-stories, or other multifamily
201 homes. Also, for the same reason, we may not be allowed to do additions to a structure. It's
202 the Customer's responsibility to inform us if they live or their project site is in such properties
203 ahead of time so we can more closely look into our options without violating our insurance
204 requirements and/or violating privacy or rights of the other residents living there.

205 **Utilities:** We expect the Customer to provide us with water, electricity, gas, or other utilities
206 free of charge during the project regardless of what times of the day or night we work. In
207 other words, all estimates, quotes, Contracts, ...etc. are given with the assumption that we
208 do not have to pay anyone for utilities used or we don't have to bring or produce our own
209 utilities to or at the jobsite. The Customer agrees to allow us to use their toilets and their
210 trashcans on daily bases during the project.

211 **Environmental:** We try to be a "GREEN" company and avoid using hazardous materials as
212 much as possible such as oil-based paint, paint thinners, pesticides, herbicides, asbestos
213 containing materials, ... etc. We also try as much as possible to avoid advertising on papers,

214 magazines, newspapers, ... etc. We do our best to separate and classify the trash we
215 produce at the Jobsites so we can take the recyclable items to recycling centers or to put
216 them in the Customer's recycling container for proper disposal by the city or county
217 authorities. We also expect the Customer to allow us to use their onsite trashcans on daily
218 bases for the trash we produce on daily bases. Otherwise, we have the right to add additional
219 daily fees (\$5 to \$10 per day) to our invoice(s) for hauling all the trash to an offsite facility on
220 daily bases. We always take the bulky heavy trash items offsite for disposal anyways. **Please**
221 **Consider the Environment before Printing this document – Save a Tree – Be Green!**

222 **License & Insurance:** As a company, we are a registered and licensed General Contractor
223 (WA L&I Registration #: NEWERER818OP,) we are bonded, and have liability insurance as
224 required by the State of Washington. Most of the services we provide to Customers are done
225 by either our well-trained handymen, or by the business owner (David), or by hired qualified
226 sub-contractor who will work under our supervision. If you require that certain licensed
227 servicemen or licensed sub-contractor to do your entire or part of your project, please inform
228 us **in writing** ahead of time so we can properly and adequately budget your project before
229 signing any Contract with us. It is the Customer's responsibility to request certain licensed
230 servicemen such as plumbers, electricians, sewer specialists, roofers, framers, heating & air
231 conditioning specialists, ... etc. for their projects ahead of time.

232 **Surety Bond:** Our surety bond currently covers up to \$12,000. The Customer agrees that,
233 under no circumstances, but within the applicable Federal & State laws and local rules &
234 regulations, and within the terms & conditions of the surety bond, whichever is more
235 appropriate, the Customer will not ask for more than a **total** of \$12,000 (including ALL
236 attorney's and other legal fees and costs FOR ALL INVOLVED PARTIES INCLUDING THE
237 SURETY BOND COMPANY, collection fees, court costs, paperwork, expert testimonies,
238 damages claimed, out of pocket expenses, ... etc.) if the size of their project is more than
239 \$12,000 and if they also find NERR at fault for any good reasons. In addition, and similarly,
240 the Customer agrees that the Customer will not ask for more than the **Total Cost** (labor +
241 parts provided by NERR only) of the project if the **Total Cost** of the project is less than
242 \$12,000. Our bond company will require a court judgement against NERR, LLC before they
243 pay any complaining Customer.

244 **Legal or Regulatory Paperwork:** By law, we may be required to give you, the Customer,
245 certain notices related to your project and get your signatures. These may include the
246 following. **If we forgot to give you these documents or if you believe that you have not**

247 received these documents from us, please remind us to do so ASAP in writing. It is also the
248 Customer's responsibility to make sure that they get these documents from us if required!
249 Examples of these notices / Forms are attached to the end of this document for your
250 information and review.

- 251 1. Disclosure Statement Notice to Customer
- 252 2. Construction Lien Notice to Owner
- 253 3. Lien Release Form
- 254 4. Notice to Be Posted by Prime Contractor
- 255 5. Safety Notice to Customer

256 The Lien Release Form will normally be given to the Customer after the Customer has paid
257 NERR and NERR's sub-contractors & suppliers (if any), in full. This Form will automatically
258 become voided and invalid if disputes, disagreement, or legal issues arise between NERR
259 and the Customer after the last day of the project for any reasons including due to guarantee
260 & warranty repair issues. The last day of the project is when we announce (verbally or in
261 writing) to the Customer that the project is completed. In other words, we will have the right
262 to put lien on the customer's property to recover all damages done to us by the customer
263 including **ALL** the legal costs including attorney's fees as described under "**Attorney's &**
264 **Legal Fees**" in this GT&C.

265 **Dust:** Home improvement projects are often very dusty, perhaps smelly, and noisy operations
266 as well. NERR will, at its own discretion, cover the floors with drop cloths and cover big &
267 heavy furniture, if any, with plastic in the main work areas only. All small items including items
268 hanging from the walls must be removed from the work areas by the Customer 1 day before
269 the 1st day of the project. Curtains and blinds must be removed by the Customer as well.
270 During the project, the dust will sit on all walls, doors, ceilings, furniture, decorations, floors,
271 countertops, ... etc. throughout the house. In the Contract, NERR never includes the cost of
272 cleaning the entire house or part of the house (other than the main work areas) due to dust
273 generated during the project. For example, the main work area is only the bathroom that we
274 are remodeling and not the adjacent areas around the bathroom. It will be the sole
275 responsibility of the Customer to clean up the dust everywhere at his/her own
276 expenses during the project and/or after the project is completed. Walls, ceilings, doors,
277 windows, beds, ceiling fans, curtains, shutters... etc. in the main work areas will not be dusted
278 and/or cleaned by us either!

279 **Slippery Floors and Our Tools & Equipment Laying Around:** Please note that we
280 normally cover the floor with drop cloths, paper, tarp, plastic, or other materials, collectively
281 called “floor coverings,” from the entrance point to the facility/house all the way to the project
282 location in the facility/house. These materials are slippery on smooth hard floors and steps
283 (i.e., hardwood, linoleum, laminate, tile, concrete, ... etc.) It is the responsibility of the
284 Customer to advise everyone in the house/facility of the potential danger of the slippery floors.
285 We will always have our tools, equipment, and supplies at the Jobsite at various locations (i.e.
286 in a room, in backyard, on patio, on porch, in garage, in hallways, front of the building on
287 lawns, ... etc.) Here, we also ask the Customer to be careful when they encounter these item
288 as they walk throughout the house/facility, so they don’t trip over them. If you (the Customer)
289 feel like anyone in the facility/house may slip and fall or trip over our items and get hurt in any
290 shape or form, please inform us **in writing** so we (Customer & NERR), mutually, can perhaps
291 find a better way to come up with safer solutions. Under no circumstances, NERR, its
292 employees, workers, or subcontractors will be responsible for slips, fall, and injuries to anyone
293 due to walking on our floor coverings or tripping over our tools, equipment, or supplies.

294 **Who Is the Boss?:** Please note that NERR’s relationship with the Customer is a Customer-
295 Contractor relationship. No one is the boss! You and we are not in an employer-employee
296 relationship. Some Customers mistakenly think that they are the boss and they are the
297 employer and we are their employee since they have hired us to work for them. They also
298 mistakenly think that since they are the boss, they can tell us how to do our work and be picky.
299 The fact is that the Customer & NERR have mutually agreed to work together to bring the
300 project to a successful and peaceful completion. We expect the Customer to be considerate,
301 polite, reasonable, and cooperative, and friendly to us as we will be to them. **We will not**
302 **tolerate rudeness, picky people, perfectionists, or people who try to tell us how to do**
303 **our work. These type of people are strongly advised to seek help for their projects**
304 **elsewhere!!!**

305 **Single Point of Contact (SPOC):** We (NERR) must have only one (1) designated single
306 point of contact from the Customer side so we can, on daily bases, communicate with this
307 individual regarding the project related issues. The SPOC must have full authority to make
308 project related decisions about any issue whatsoever when we communicate with him/her. It
309 is the responsibility of the Customer to inform us who this individual will be before the
310 Contracts are signed. **The SPOC from the Customer side must be the one who signs the**
311 **Contract.** This individual must also inform other people associated with the Customer not to
312 interfere with the project related issues in any shape or form when it comes to communicating

313 with us (NERR.) The SPOC from NERR side is always David Sabet, the business owner, or
314 anyone who signs the Contract on behalf of NERR.

315 **Scope of Work & Change Order/Invoice (Contract):** Anything that is not specifically listed
316 or described in the Contract as scope of work is not a part of the Contract. If any tasks which
317 are left out of the Contract by mistake or intentionally, then they are not part of the Contract
318 either. In most cases, in our Contracts, we charge our Customers on “Time & Material” bases
319 as described in this GT&C. It is the responsibility of the Customer to carefully read the details
320 of our Contracts and this GT&C and make sure that they understand them and fully agree to
321 them before engaging in any Contracts with NERR. If you are on “Time & Material” bases,
322 the prices shown on your Contracts **ARE THE MINIMUM COSTS** and are only good for the
323 items and tasks/scope of work listed. For additional work for hidden problems discovered
324 during the project, if any, unanticipated complications, if any, or additional work for additional
325 tasks requested by the Customer, if any, the Customer will be charged the same labor rate
326 as the labor rate the Customer was charged in the initial E&C + material costs. In this case,
327 a Change Order/Invoice or separate Contract may be issued by NERR. **No labor discounts**
328 **will be given in Change Orders/Invoices or new Contracts to the Customer. Change orders /**
329 **invoices and new Contracts are independent Contracts and must be pre-paid at the time of**
330 **signing them.**

331 **No Bargaining:** No bargaining by the Customer is allowed before, during, and/or after any
332 projects! NERR does not allow bargaining by the Customer during the project for additional
333 fees NERR asks for due to discoveries of hidden problems, unanticipated complications, due
334 to changes the Customer makes to the scope of work, due to additional tasks the Customer
335 request, or due to requests or demands the Customer may make for re-doing a task that is
336 already done. In a Change Order/Invoice or new Contract, the Customer will be charged the
337 same labor rate as the labor rate the Customer was charged in the initial E&C + material
338 costs. No labor discounts will be given in Change Orders/Invoices or new Contracts. **Change**
339 **orders / invoices and new Contracts are independent Contracts and must be pre-paid at the**
340 **time of signing them.**

341 **Reserved Money / Contingency Money:** For all projects, we strongly suggest that the
342 Customer allocate some additional money as reserve for the hidden problems we may
343 discover, the changes the Customer may bring up during the project, unanticipated
344 complications, and/or issues we (NERR & THE CUSTOMER) neglected by mistakes when
345 we wrote & signed the Contract. Please note that the larger the project is, the larger the

346 amount of your reserved money should be. We suggest the Customer to have in reserve, in
347 addition to the total cost of the project listed in the Contract, at least 10% to %15 of the total
348 cost indicated in the signed Contract.

349 **Parts by Customers:** The Customer must buy all the items which they have agreed to buy
350 for their project and have them ready at the jobsite before the 1st day of the project for our
351 inspection to avoid delays in completing their project on time. NERR is often fully booked a
352 few months ahead of time and projects are scheduled back to back in advance and we need
353 to start them on time and finish them on time too. We thank you for your cooperation in
354 advance. If the Customer is supposed to buy and install a shower door glass and/or a tub
355 door glass (collectively called shower enclosure,) this can be done after we finish building the
356 shower and/or the shower/tub combination. We will charge additional fees for making
357 additional trips (**minimum of \$95 per day or per trip + a fee of \$400 for remobilizing our
358 tools & equipment and supplies each time**) to a Customer's jobsite if we cannot finish a
359 project completely due to lack of parts the Customer was supposed to provide. The \$95 fees
360 must be paid by the Customer on daily bases. The \$400 fee must also be paid before we
361 come back. NERR has the right to inspect the parts the Customer has purchased for their
362 project before the 1st day of the project. If NERR finds that the parts the Customer has bought
363 for their project is inadequate, wrong, from oversea countries which we may not be familiar
364 with or may not be according to American standards, or unacceptable to NERR for any
365 reasons, NERR has the right to delay the start of the project, refuse to do the project, or
366 reschedule the Customer's project after NERR completes subsequent scheduled projects for
367 other Customers who are waiting "in-line" to be served by NERR. In these cases, NERR has
368 the right to charge the Customer extra fees to restart the project later. **The deposit(s) the
369 Customer has paid us will not be refunded under these or any circumstances!**

370 **Defective Products & Parts:** We sometimes find out that a product or part which we
371 purchased from stores and installed or used or the Customer purchased for a project turn out
372 to be defective and fail after a while. NERR is not liable in any shape or form for the damages
373 these defective product may cause to the Customer or the Customer's property. NERR never
374 give product warranty to a Customer under any circumstances because we do not make these
375 products. Manufacturers are liable for product warranties. We strongly suggest that
376 Customers keep their receipts or proof of purchases so they can deal with the sellers and the
377 manufacturers directly without getting us involved. If the defective parts or products purchased
378 by NERR, then we will deal with the manufacturer on liability issues ourselves.

379 **Binding Contract:** Our signatures on the Contract indicate that all involved parties agree to
380 all terms and conditions of the Contract and this GT&C. Once the Contract is signed, the
381 previous versions of the Estimate & Contracts, if any, for that particular project is immediately
382 voided. By signing the Contract, all parties also agree to this GT&C which is also available
383 at our Website at www.neweraremodeling.com. Please note that NERR revises and updates
384 the GT&C on regular bases. So, please download or print our GT&C immediately when you
385 sign a contract with us if we haven't given you a printed copy or an electronic copy already.
386 The tab link for this GT&C is at the top of the Home page of our Website under "Terms &
387 Conditions". Please make sure to read it fully and carefully and let us know, in writing, if you
388 have any questions, need clarifications, or need written modifications before you sign the
389 Contract. Please let us know if you have any difficulties finding this GT&C at our Website or
390 if you have difficulties printing it so we can help you get a printed copy. Please print and
391 attach a copy of this GT&C to the E&C, Change Order(s), invoices, quotes, ...etc. you sign
392 with us for future reference. The Contract is not valid if it is not signed and dated by **both** the
393 Customer and NERR. In addition, **the Contract is not valid (not binding) either until the deposit**
394 **is received by NERR's business owner even if the Contract is signed by the Customer &**
395 **NERR.**

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

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

407 **Children & Pets:** Children and pets must be kept away from the work areas for their safety.
408 By no means, NERR or its owners, operators, workers, employees, or subcontractors will take
409 responsibilities of any kind to protect children and/or pets during the project. The Customer
410 must keep the children and the pets under their own careful supervision while we work every
411 day and away from our work areas. Pets must not have access through the doors, gates,

412 windows, ... etc. we use on daily bases to go in and out of the work area or in and out of the
413 house/facility.

414 **Health & Safety Plan:** We have a written health & safety plan for NERR, our subcontractors,
415 the Customer, and the people & pets associated with the Customer at the Jobsite. Please let
416 us know in writing if you wish to have an electronic copy or printed copy of it for your review
417 so we can provide it to you before signing any contracts with us. This Health & safety plan will
418 be available at our website in near future as well.

419 **Permits:** It is the responsibility of the Customer to find out if construction permits are
420 required and obtain construction permits or any kind of permits required for their own
421 projects once we give them a written Contract which shows the scope of work. THE
422 CUSTOMER MUST PROVIDE US WITH A COPY OF THE PERMIT IF THEY HAVE
423 OBTAINED IT BEFORE WE FINALIZE THE CONTRACT. ADDITIONAL FEES WILL BE
424 ADDED TO THE CONTRACT DUE TO INSPECTION DELAYS AND FOR IMPLEMENTING
425 THE REQUIREMENTS OF THE PERMIT. ALL PERMITTING FEES AND INSPECTION
426 FEES MUST BE PAID BY THE CUSTOMER TO THE PERMITTING OFFICE DIRECTLY.
427 In some States, cities, or counties, the permitting fees are very high, and the permitting
428 processes are complicated and time consuming and will cause delays in completing your
429 projects. We must know ahead of time if the Customer needs to pull permits or has permits
430 so we can plan and budget the project costs correctly ahead of time!

431 **Reporting to County Appraisal Office:** If reporting is legally required, it is the
432 responsibility of the Customer to report the home/facility improvements to the County
433 Appraisal Office after the project is completed.

434 **Suggestions or Referrals:** The Customer is ultimately and fully responsible for all the
435 decisions they make about the parts, styles, methods, designs, quantities, qualities, prices,...
436 etc. they agree to buy for their project. If asked by the Customer, we may make some
437 suggestions to them or refer them to some contractors or vendors as to what they can buy
438 before the start of a project, during a project, or even after the project is completed. We never
439 force a Customer to accept our suggestions, referrals, or our proposals for parts or otherwise
440 under any circumstances! We will not be responsible, in any shapes or forms, if the Customer

441 buys something we have suggested and turns out to be no good, too difficult to install, or
442 inappropriate, not available, or defective!!!

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

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

464 **Paint Color & Paint Sheen:** Please understand that the paint stores and paint suppliers, in
465 most cases, cannot perfectly match the color and sheen of a material sample we collect from
466 your house/facility for color matching. If you wish not to see color and/or sheen variations in
467 the repaired or altered areas, we suggest that you allow us to paint the entire area around the
468 repaired or altered areas until we reach a point or line where the surface area changes
469 direction. That way, the variation in color and sheen will most likely not be noticeable. Please
470 note that this will add to the load of work we have to do and will require additional paint and
471 additional painting supplies. For this, you agree to pay us for the additional work & materials.
472 We will issue an invoice/change order for this before we do the work. **As always, additional**

473 fees for additional work must be pre-paid at the time of signing the Contract, invoice or
474 Change Order.

475 **House Key / House Security:** We normally do not accept to take a house key from a
476 Customer if the Customer cannot be at home during a project. We instead can take a garage
477 door opener or accept door lock code. We strongly suggest that the Customer change the
478 code as soon as we finish with the project. Under no circumstances, we will take responsibility
479 for the safety and security of the house when the Customer cannot be home during the
480 project. We will however make sure the doors we will be using are locked when we leave the
481 house at the end of each working day. If the Customer insists on giving us their house key,
482 then we strongly suggest that the Customer change the house key immediately after we
483 complete the project. In this case, NERR, NERR owners & employees, workers, sub-
484 contractors will not be held responsible by the Customer in any shapes or forms or for any
485 reasons whatsoever for theft, robberies, or any illegal acts committed against the
486 house/facility, belongings of the Customer, or occupants of the house/facility.

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

494 **Measurements, Quantities, Dimensions, Materials, Parts, Prices, Scope of Work,**
495 **Project Duration, etc.:** All these items are estimated in the Contracts and are approximates.
496 All costs are estimated and are the **minimum costs** for each project. Actual materials & parts
497 and quantities to be used may be modified by NERR before or during the project after the
498 Contracts are signed at NERR's sole discretion. During the project, we may find a better way
499 of doing a task or use a better or a different quality material to complete a task or the parts
500 we anticipated to buy is not readily available. In other words, just because certain parts,
501 materials, or supplies (collectively called parts) are listed in the Contract, it does not
502 necessarily mean that we will be using all those parts, or we will be using the same exact
503 parts listed on the Contract. In fact, the list of parts, is solely a potential list for NERR to know
504 what material and parts we might need for the project so we can plan ahead of time before
505 we come to the Jobsite.

506 **Additional Trips to Complete a Project:** There will be an additional minimum of \$95 trip
507 charge each time we have to come back to the Jobsite to finish a project due to lack of parts
508 the Customer fails to provide on time for us; or due to inability of a Contractor (i.e. countertop
509 Contractor, electrician, plumber, shower glass Contractor, heating & air conditioning
510 Contractor, ... etc.) hired by the Customer to complete their tasks on time before we finish
511 our work. If the project is stopped by the Customer or by us for any reasons and we must re-
512 mobilize our tools & equipment to continue the project at a later date, there will be a minimum
513 of additional charge of \$400 each time. This fee must be pre-paid for us to come back.

514 **Customers' Trashcans / Daily Trash Disposal:** The Customer agrees to allow us (NERR)
515 to use their trashcans on daily bases for disposal of trash produced during the project. NERR
516 at its sole discretion, will be considerate and reasonable and leave enough room in the
517 trashcans for the Customer's private daily disposal of trash. Bulky heavy trash pieces will be
518 hauled away by NERR during the project or at the end of the project for offsite disposal.
519 NERR will have the right to charge the Customer additional \$5 to \$10 per day for every day
520 of the project if the Customer refuses to allow NERR to dispose of trash in their trashcans or
521 in their recycle trashcans.

522 **Inspection by Customer:** The Customer must inspect our work on daily bases and report
523 to us on daily bases in writing by email, text message, or on paper if they see deficiencies or
524 problems with the quality of our work so we can correct them as quickly as possible if we find
525 out that Customer's concern is reasonable. Please don't be "picky" or "perfectionist"!!!
526 Otherwise, you may remain disappointed when we cannot make it better or we cannot re-do
527 them without charging you extra fees to do them your way!!! Even if we agree to redo a task
528 and charge you for re-doing it, there will be absolutely no guarantee that we can fulfill your
529 picky needs!!! In this case, we will issue an invoice or a change order for what you want us
530 to do. The Customer must pre-pay us for this invoice or change order.

531 **Thinset, Thinset Adhesive, or Glue:** NERR, at its own professional discretion, may use
532 either thinset, adhesive thinset, or other appropriate glues/adhesives to install tiles on walls,
533 ceilings, and/or floors. For the purpose of reducing the cost of a project, upon Customer's
534 request, we offer alternative less expensive ways of installing tiles over existing floor tiles or
535 over existing linoleum flooring to a Customer who has limited budget for a project. These cost
536 reducing suggestions may not be according to the industry standards. The Customer is
537 ultimately and eventually fully responsible for the choices they make regardless of what we
538 may suggest!

539 **Shower Glass Guard:** Shower glass guard is a relatively inexpensive way of preventing
540 water from leaving the shower area and is only effective if a “rain shower head” is bought by
541 the customer and installed. In this case, water comes down vertically as compared to water
542 coming out of the shower head at an angle other than down vertically. See the picture below.
543 This is the correct way of having a shower glass guard with a rain shower head. For shower
544 guard or any other kind of shower door, shower enclosure, we always assume the customer
545 wants CLEAR GLASS. It’s the Customer’s responsibility to make sure that the scope of work
546 and description of materials & parts in the Contracts are correct and acceptable by the
547 Customer. If the Customer wants to have any kind of glass other than clear glass, then the
548 Customer must make sure that the Contracts clearly show what the Customer wants before
549 they sign the Contracts!



550

551 **Purchasing Locations:** We strongly suggest that the Customer buy the parts they wish to
552 provide to us for their project from a local store which has good return policies. That way, if
553 an item is found to be defective or not appropriate for the job, it can be returned or exchanged
554 without delays. We also suggest that if the Customer must buy something online, they buy
555 them well ahead of time and have them onsite long before the 1st day of the project to make
556 sure there will be no delays in completing the project as we normally are pre-booked for a few
557 months ahead of time and other projects are scheduled back to back. Please do not buy
558 product from overseas for the same above reasons. Plus, the foreign products may not be
559 up to American standards or we may not be familiar with them and we may not be able to
560 install them. The Customer will be charged additional fees if we are not familiar with the parts
561 they have bought or if the parts they have bought are not appropriate for installation and cause
562 delays in completing the project. If we have to come back and finish a project due to
563 Customer’s failure to provide the appropriate needed parts, there will be a \$95 trip fee **per**
564 **trip** + minimum of \$400 additional fee **each time** for remobilizing our tools, equipment, and
565 supplies back to the Jobsite to complete the project. Our availability to come back and finish
566 a job depends on how many projects are scheduled with other Customers and how long it will

567 take us to complete those projects before we can come back to finish your unfinished project.
568 The Customer must pay us the balance in full owed on the invoices or Contracts when we are
569 done with other doable tasks of the project on the day we can no longer continue the project
570 due to lack of parts. The Customer also agrees to pay us **ahead of time and in full** for us to
571 come back and complete the unfinished project.

572 **Working Days & Hours:** Our normal working days are usually Monday to Friday, between
573 10 a.m. and 7 p.m. excluding official holiday. Sometimes we go shopping for parts before we
574 head toward the Customer's Jobsite or may go to the local disposal facility to get rid of the
575 construction trash and may get to the Jobsite after 10 a.m. During the wintertime, we may
576 choose to leave the Jobsite sooner due to bad weather, poor road conditions, narrow and
577 dangerous roads around the Jobsite, darkness, ...etc.

578 **Mental Illness:** It's a well-known fact that currently approximately 20% of the population are
579 mentally challenged. That is, one (1) out of every five (5) Customer we serve could be
580 potentially mentally challenged. Our hearts go to these people as most likely it's not their fault
581 that they have mental disorders. It has been our unfortunate experience over the decades
582 that often misunderstanding, and complications arise from dealing with these kinds of people
583 during the project which cannot be peacefully resolved. We strongly suggest that if that is
584 your case, please let another healthy member of your family or a good healthy friend to be
585 our liaison without you interfering with his or her decisions on dealing & working with us so
586 we can complete your project peacefully & successfully! Thank you for your considerations in
587 advance.

588 We expect the Customer to be considerate, polite, reasonable, and cooperative, and
589 friendly to us as we will be to them. **We will not tolerate rudeness, picky people,**
590 **perfectionists, or people who try to tell us how to do our work.** If any problems,
591 disputes, disagreements, or dissatisfactions arise between the parties (NERR & the
592 Customer) during the project, NERR has the right to quit working and end the project to
593 avoid further complications and problems. We will most likely ask the Customer to pay us
594 the remaining of their balance ahead of time before we continue working. In these cases,
595 the Customer is still fully liable to pay the remaining of his/her balance in full for the entire
596 project. If we quit working due to the above problems, and if the Customer wishes us to
597 come back and finish the project, and if we agree to do so, we will have the right to demand
598 that the Customer pay us the remaining balance in full before we come back to complete
599 the project. **In that case, all given discounts, if any, will be forfeited as well! Also, at least**

600 an additional \$400 will be added to the balance for re-mobilizing tools, equipment, and
601 supplies back to the Jobsite + a minimum of \$95 per trip per day to the Jobsite. These fees
602 must be pre-paid by the Customer.

603 We all (NERR & the Customer) agree, if legally appropriate, that all legal actions by the
604 involved parties be filed and pursued in the county where NERR's business address is located
605 when the lawsuit is filed. Also, please pay close attention to “Disputes, Disagreements, Legal
606 Actions, Late Fees, ...Etc.” and “Attorneys’ & Legal Fees” sections in the following pages.

607 **Industry Standards:** Since we are not aware of any legal and official “industry standards” for
608 remodeling, home improvement work, handyman work, or the kinds of work we do (cosmetic
609 work,) here in this project, we declare that our work will **not be according to ANY so called**
610 **“industry standards.”** At any rates, the Customer must give us a written publicly published
611 “industry standards” of their choice for us to follow **before** signing any Contracts with us.
612 Once we examine this written standard, then we will adjust the scope of work and the prices
613 (labor & parts) accordingly before asking the Customer to sign the Contract. We have the right
614 to refuse to consider or follow any written or verbal standards after the Contract is signed.

615 Please also note that new products come to market all the time and almost every day, which
616 may require a new method of installation or use. In addition, new and improved methods of
617 installation or use are developed constantly which may work better or may work better with
618 the use of newly developed products. Combination of these new products and new methods
619 can instantly become new industry standard to some contractors and not to some other
620 contractors.

621 **Workmanship Guarantee: All workmanship guarantees must be in writing. Verbal or**
622 **other form of non-written workmanship guarantees shall be invalid for all projects,**
623 **Contracts, Change orders, Invoices, ... etc.** All Limited Workmanship Guarantees, if any,
624 start on the 1st day of the project and end either after the 1st repair is done during the
625 guarantee period or end after the number of guarantee days we have given you in the
626 written workmanship guarantee. For example, if we have given you a 90-day Limited
627 Workmanship Guarantee, the guarantee ends 90 days from the 1st day of the project if no
628 guarantee repair is requested by you. However, if you request a guarantee repair 45 days
629 after the 1st day of the project, then your guarantee period ends on the day we do the
630 repairs. Similarly, if we have given you a 90-day Comprehensive Workmanship Guarantee,
631 the guarantee ends 90 days from the 1st day of the project if no guarantee repairs are

632 requested by you. However, if you request multiple guarantee repairs, your guarantee ends
633 when the last repair is done based on the specifics of your Comprehensive Workmanship
634 Guarantee. If you have not purchased a workmanship guarantee from us, all the work
635 we perform in your projects, are done without any workmanship guarantee, product
636 warranty, or any industry standards. In other words, the work will be done on “As Is”
637 bases without assuming any liabilities or promises whatsoever! In a Contract, or
638 separately in writing, at our discretion, we may give the Customer a 30-days written
639 workmanship guarantee for an additional fee or give the Customer a 30-day workmanship
640 guarantee as an incentive to motivate the Customer to write an online review. If you wish to
641 have a Limited Workmanship Guarantee, a Comprehensive Workmanship Guarantee, ,
642 please ask us in writing before you sign a contract with us. Then, we will add an additional
643 fee of 10% to 20%, on the top of what we normally charge a Customer, to the total cost (of
644 all Contracts and Invoices) of your project.

645 Our Limited Workmanship Guarantee includes only 1-time repair in 1-trip only. During this
646 type of guarantee period, if you find any problems with our workmanship after the job is
647 completed, we will come back (1-time only in 1-trip only for all tasks of Contracts, Change
648 Orders, and invoices) and repair it/them for free (free labor + free materials & parts which
649 we purchased for your project.) This will be the only 1-time free repair you will ever get
650 for all work done! No other repairs will be done even if this guarantee repair fails
651 later or if the repair work is not satisfactory to the customer for any reasons
652 whatsoever! In other words, we will not do multiple repairs of the same issue, same
653 defect, same problem, or any other problems; and the quality of workmanship
654 guarantee repair is not guaranteed in any shape or form; satisfaction is not guarantee
655 either, There will be no moneyback guarantee either under any circumstances
656 whatsoever!!!

657 Our Comprehensive Workmanship Guarantee only includes the number of repairs or trips
658 specified. During this type of guarantee period, if you find any problems with our
659 workmanship after the job is completed, we will come back and repair it/them for free (free
660 labor + free materials & parts which we purchased for your project.) The maximum number
661 of repairs or trips will be limited to what is specified in the written guarantee. No
662 additional repairs will be done even if the previous guarantee repairs fail later or if the
663 repairs are not satisfactory to the customer for any reasons whatsoever! In other
664 words, we will not do unlimited repairs of the same issue, same defect, same
665 problem, or any other problems beyond the maximum number of repairs or trips

666 **specified; and, the quality of workmanship guarantee repair is not guaranteed in any**
667 **shape or form; satisfaction is not guarantee either, There will be no moneyback**
668 **guarantee either under any circumstances whatsoever!!!**

669

670 Customers **are not allowed** to tell us how to do our work during the project even if they
671 have given us written protocol or any industry standard prior to signing a contract with us.
672 Also, Customers are not allowed to tell us how to do our guarantee repair work or any repair
673 work either. The customer must pay us in advance, whatever we determine the costs will
674 be, if we ever agree to do any work or the repair work the particular way the customer
675 demands us to do. The material & parts which you bought for your project or installed by
676 you after we finished the project or during the project are not covered under this guarantee
677 and you need to supply us with them again for us to do the repairs. If an area needs to be
678 repaired by us and you have installed something on it, you must remove it at your own costs
679 and risks so we can do the repair work. Then, you also must re-install the removed item
680 yourself, if you wish, at your own costs and risks. If the removed item is not re-installable for
681 any reasons whatsoever after we have done the repairs, the Customer must buy them or
682 buy something else that fits again at his/her own costs.

683 If your E&C doesn't show any guarantee, you must specifically ask for a written guarantee if
684 you wish, so we can include that additional cost in the Contract. We do not give guarantee
685 for any landscaping work we do as many environmental factors (such as improper watering,
686 lack of sunshine, improper fertilization, disease, improper use or treatment, ... etc.) Which
687 are out of our control can adversely affect the quality of work done after we complete the
688 project. **Quality of our workmanship or Customer satisfaction for quality of work is not**
689 **guaranteed under any circumstances or by any means for any projects or any**
690 **workmanship guarantee repairs. NERR assumes that the Customer has done his/her**
691 **homework in finding us as a contractor with a good reputation for their project. We will**
692 **do the work based on our preferences and expertise. If the Customer wishes us to**
693 **follow certain protocol or standard, or do the work in certain way, then the Customer**
694 **must provide us with that written protocol or standard before they sign the Contract**
695 **so we can price it accordingly. People who are picky, unreasonable, or perfectionists**
696 **are advised to seek help for their projects elsewhere!!! Also, our guarantee is not a**
697 **"money back guarantee" or "satisfaction guarantee" under any circumstances or by**
698 **any means!"**

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

708 If you have workmanship guarantee from us, we will do our best to repair what we originally
709 did which is now broken or is now malfunctioning due to our workmanship during the
710 guarantee period. **All guarantees, if any, are voided** if items we installed, repaired, or
711 planted are abused, misused, altered, drilled though, modified, worked on, added on,
712 damaged, moved from the fixed position, replanted, or neglected by the Customer or by any
713 contractor or anyone else hired or utilized by the Customer to do additional work on the work
714 we have performed. For example, all workmanship guarantees, if any, are voided if the
715 Customer hires a contractor to install a shower enclosure on the shower we have built.
716 Similarly, all guarantees, if any, are voided if the Customer install grab-bar(s), soap dishes,
717 or other items on the shower walls, shower floor, shower threshold, ... etc. we have built.

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

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

725 **All guarantees and warranties, if any, will automatically be voided if we move our**
726 **business location to a place which is at a larger distance of 100 miles from the**
727 **Customers place where the initial project took place.**

728 Similarly, if a Customer receives discounts or incentives, in exchange for writing a (good or
729 bad) review and doesn't write and post it online on the last day of the project, the Customer
730 instantly loses his or her discounts or his or her incentives, if any, for the entire project as well.

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

733 We charge a minimum fee of \$95 for making a house call for a “False Alarm.” A False Alarm
734 is when a Customer who has a written workmanship guarantee from us, calls us to do a
735 guarantee repair and we find out that the problem is not associated with the work we have
736 done or is a “cosmetic” issue which is not covered under our workmanship guarantee. Again,
737 we do not cover “cosmetic” issues in our workmanship guarantee at all! Anything that is not
738 functioning correctly or has lost its integrity (technical problems) and is due to how wrongly
739 installed or wrongly repaired, is covered. For example, plumbing leaks, loose tiles, toilet
740 leaks, faucet leaks, shower or tub leaks, roof leaks, window leaks, loose grout, electrical
741 problems, mechanical problems, doors or windows not functioning correctly, ... etc. are
742 considered technical problems and are covered under our workmanship guarantee if you
743 have a written workmanship guarantee from us. If any of the above problems are caused by
744 foundation settlings, floods, storms, earthquakes, acts of wars, acts of nature, other
745 contributing problems in the house/facility, terrorism, alterations/modifications done by the
746 Customer, act of another contractor hired by the Customer, defective products, or anything
747 that has caused damage to the project NERR has completed, then these problems **are not**
748 **covered** under our workmanship guarantee. All other non-technical issues fall under
749 “cosmetic” issues and problems and **are not covered** by our guarantees. **We will be the sole**
750 **judge of what is a cosmetic issue or what is a technical problem.** In addition to the
751 minimum \$95 house call fee, if we decide to do the requested repairs, we will charge our
752 regular labor rate + material costs if the (former) Customer still want us to remedy the problem
753 they have, or they think they have. Crack or fracture repairs (cracks or fractures in walls,
754 ceilings, floors, ground, decks, ... etc.) are not guaranteed in any shape or forms because the
755 cracks are normally due to settling problems or severe storms and we have no control over
756 them. We normally advise the Customer to remedy the conditions which contribute to settling
757 problems before we repair the cracks or before fixing a door or a window which is not
758 functioning correctly. Remedies suggested by us often include installation and **regular &**
759 **proper use** of sprinkler systems, soaker hose systems, and/or foundation repairs. We
760 strongly suggest that the Customers consistently and regularly (especially during the hot

761 season, May through October for example) keep the property's ground areas adequately
762 moist. In some cases, this will most likely eliminate or minimize settling problems!!!

763 **Disputes, Disagreements, Legal Actions, Late Fees, Etc...:** The Customer agrees that no
764 lawsuit or legal actions will be filed by the Customer against us later than 3 months after we
765 claim that the project was completed. Furthermore, the Customer agrees that no lawsuit will
766 be filed against us by the Customer later than 3 months after we quit and leave the jobsite
767 due to disputes, disagreements, or rudeness by the Customer.

768 All involved parties (NERR & Customer) **must** try to resolve their disagreements between
769 themselves before filing lawsuit against each other. If this process fails, all involved parties
770 **must** utilize services of a professional mediator to try to come to a settlement. If this
771 process also fails, then all parties must inform the opposite parties, in writing, of their
772 intension of filing a lawsuit and clearly, with supporting documents, indicate in details
773 (including monetary values of claims if applicable) the reasons for the lawsuit. If the total
774 monetary claims are within the limits of the county's small claim court, this lawsuit **must** be
775 filled and processed through the county's small claim court where our business is located at
776 the time of filling.

777 A 15% (APR, compounded daily) late fee will be added, by NERR, to each late payment
778 plus additional legal fees, attorney's fees, and other out of pocket fees and costs (see
779 **Attorney's & Legal Fees** below for more details) for collecting the unpaid balances, settling
780 disputes and disagreements, forfeited discounts, late payment fees and penalties, labor &
781 volume discounts, and all other financial damages done to NERR (including to NERR's
782 employees, workers, and sub-contractors.) Payments are considered late if not paid in full
783 on the due date and due time as we indicate to you. In case of nonpayment(s), short
784 payment(s), charge back(s), and or disputes over payment(s) or disputes over the scope of
785 work, quality of work, method of work,... etc. which would results in utilization of services of
786 collection agencies / attorneys, arbitrators, mediators, or use of the legal system by either
787 parties, all discounts, incentives the Customer may have received from us, guarantees and
788 warranties (if any) and the labor & volume discounts (if any) are automatically, permanently,
789 and immediately voided for the entire project regardless of who is at fault! In this case, all
790 given discounts will be forfeited and payable immediately by the Customer.

791 No cancellations, rescheduling, or omission of the project, or omission of any tasks of the
792 project are allowed by the Customer without written permission from NERR once the E&C is

793 signed and is binding by both parties (NERR & the Customer.) If the Customer wishes to
794 cancel after he or she has signed the E&C, the Customer is fully obligated to pay for the
795 labor cost of the entire projects + the costs of any special orders, if any. **Project deposits**
796 **are non-refundable under any circumstances once the Contract is signed and is**
797 **binding by both parties except** if NERR doesn't start the project within one (1) week (7
798 days) after the definite starting date indicated in the Contract without a written consent from
799 the Customer. In this case, NERR will fully refund the deposit back to the Customer if the
800 Customer still wishes to cancel. Any changes to the scope of work by the Customer will be
801 addressed in a change order Contract or invoice with labor costs, part costs, and other
802 usual fees. The labor rates for the change orders will be the same as the labor rates of the
803 main/initial E&C. Similarly, if hidden problems are discovered or unanticipated
804 complications are encountered during the project, change orders or invoices with remedial
805 costs will be issued after consulting with the Customer. **Change order Contracts must be**
806 **pre-paid in full and in advance at the time of signing the Contract, invoice, or Change Order**
807 **Contract.**

808 We expect the Customer to be considerate, polite, reasonable, and cooperative, and
809 friendly to us as we will be to them. We will not tolerate rudeness, picky people,
810 perfectionists, or people who try to tell us how to do our work. If any problems, disputes,
811 disagreements, or dissatisfactions arise between the parties (NERR & the Customer) during
812 the project, NERR has the right to quit working and end the project to avoid further
813 complications and problems. In this case, the Customer is still fully liable to pay the
814 remaining of his/her balance in full for the project. If we quit working due to the above
815 problems, and if the Customer wishes us to come back and finish the project, and if we
816 agree to do so, we will have the right to demand that the Customer pay us the remaining
817 balance in full before we come back to complete the project. In that case, all given
818 discounts and incentives, if any, will be forfeited as well! Also, at least an additional \$400
819 will be added to the balance for re-mobilizing tools, equipment, and supplies back to the
820 Jobsite. **These amounts must be prepaid by the Customer.**

821 If legally appropriate, we all (NERR & the Customer) agree that all legal actions by the
822 involved parties be filed and pursued in the county where NERR's business address is
823 located when the lawsuit is filed.

824 **Attorneys' & Legal Fees:**

825 In case of disputes, disagreements, lawsuits, arbitration, mediation, legal actions, ...etc. by
826 either or involved parties, the prevailing party shall have the right to collect from the losing
827 party all its reasonable legal costs within the **laws of the State of Washington and other**
828 **States if applicable** and necessary disbursements and attorneys' fees ("Costs") incurred in
829 enforcing this GT&C, the E&Cs, Invoices, Change Orders, and other matters. These Costs
830 shall also include, but not limited to, discoveries of given discounts, late fees, late payment
831 penalties, interest on unpaid balances, filing fees, fees for serving the summons, complaint,
832 damages done to NERR's public reputation and/or to NERR business owner's reputation,
833 and other court papers, fees to pay a court reporter to transcribe depositions (pretrial
834 interviews of witnesses) and in-court testimony, private investigator fees, expert testimonies
835 fees, photocopy of court papers and exhibits, postal fees, tools & equipment rentals, and if a
836 jury is involved, to pay the daily stipend of jurors, time spent on preparing and dealing with
837 the lawsuit, ... etc. The losing party shall be held responsible for **ALL** of both parties' court
838 costs and **ALL** other legal costs if not mentioned above.

839 **Payments:**

840 For big projects, at least 50% of the total amount is due on the day we sign a Contract and
841 the remaining balance is due on the last day of the project. If the Contract includes special
842 orders, NERR will require the Customer to pre-pay for the special orders. For all projects,
843 small or large, the last day of the project is when we submit to you the invoice for the remaining
844 balance or when we verbally or in writing announce to you that the project is completed. If
845 the Customer fails to pay his or her invoices or the balances of his or her Contracts in full as
846 we requested, the Customer instantly loses all discounts, incentives given, workmanship
847 guarantees & warranties, if any. A 15% APR (compounded daily) late fee will be added to
848 each late payment plus additional legal fees (see **Attorneys' & Legal Fees** above) for
849 collecting the unpaid balances. Payments are considered late after the due time & date. If
850 you (the Customer) have agreed to write an online review (good or bad) according to the E&C,
851 your review must be posted on the last day of the project and before you make your final
852 balance payment (even if your balance payment is partial.) In this case, the online review is
853 equivalent to the labor discount and volume discount or any other discounts you have
854 received for the project. If you fail to write & post the online review before making your final
855 balance payment, or change your mind about writing & posting the online review, you will
856 lose the labor discount and the other discounts you had received in the E&C you signed. We
857 do not accept promises from our Customers who want to take the discount and write & post
858 the review later!

859 **Dealing with Sub-Contractors:** By no means, directly or indirectly, our Customers or
860 Clients are allowed to do business with our sub-contractors, in any shape or forms during
861 any length of time shorter than two (2) years after the last day of any projects and during
862 any ongoing project, without a written consent from NERR. Likewise, NERR's sub-
863 contractors are not allowed, directly or indirectly, or by any means to do business with
864 NERR's Customers & Clients, in any shape or forms during any length of time shorter than
865 two (2) years after the last day of any projects and during any ongoing project, without a
866 written consent from NERR. In case these rules are violated by our Customer and/or by our
867 sub-contractor, **each** violating party is fully and equally liable to pay NERR the full amount
868 (labor & parts) of any unauthorized business conducted including all legal fees (see
869 **Attorneys' & Legal Fees** section above.) The total cost of an unauthorized business
870 conducted will be determined solely by the rates and standards of NERR regardless of the
871 total value of the deal between the violating parties!

872 **Other legal Issues:**

873 If there are any issues or elements in this GT&C or in the Contracts we sign with a
874 Customer which are mistakenly addressed out of not knowing the laws, rules, and
875 regulations and not according to the laws, rules, and regulations of the land (country, state,
876 county, city, or district,) then what is legally correct shall prevail and be applied equally for
877 all involved parties.

878 **Liability:**

879 Our maximum liability due to accidental damages to a Customer's property is limited to the
880 total amount of labor fee we have charged a Customer for the task we were performing
881 when the accident happened! For other liability issues, please read the details of our
882 general liability insurance policy and the details of our bond which are available at our
883 Website, on the Home Page, under "License & Insurance" tab before signing any Contract
884 with us. Also, do not sign any Contract with us if you feel like our liability insurance and our
885 bond do not meet your particular needs or concerns. We also strongly suggest that you
886 consult with an insurance lawyer to make sure you understand the details of our general
887 liability insurance policy and our bond and their limitations and exclusions. We will not be
888 liable to pay anything to a Customer or anyone associated with the Customer in any shape
889 or forms beyond the limits of our bond or what our liability insurance decides to pay, if any!

890 **Availability:**

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

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

901 **References:**

902 A list of references will be provided upon request before signing a Contract with NERR.
903 Please also read the reviews our former Customers have posted on Google.com, YP.com,
904 AngiesList.com, Better Business Bureau (BBB.org), and other places on the internet. We will
905 only provide references to potential Customers who have studied our E&C and this GT&C
906 and are ready to sign them.

907 **Contact Information:**

908 David Sabet
909 Business Owner
910 Mailing Address:
911 2305 Kildane Way, SE
912 Olympia, WA 98501

913
914 Office Tel: 360-706-9097
915 Mobile Tel: 360-706-9097

916
917 Normal Business Hours: Between 10:00 am and 7:00 pm, Mon-Fri.

918
919 We are normally open 5 days a week to work on projects and occasionally serve potential
920 new Customers on weekends as well at our sole discretion.

921 24 Hour Emergency: Call 360-706-9097

922 Email: ServiceNow@NewEraRemodeling.com

923 Website: www.NewEraRemodeling.com

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

925 Some Typical **Minimum Labor** Charges/Fees - Some of these tasks will be done by our
926 licensed expert sub-contractors (Sales Taxes are not included):

- 927 • Sampling a wall for paint color matching: \$75
- 928 • Building or installing a niche in a shower: \$450
- 929 • Building or installing and tiling a niche in a shower: \$675
- 930 • Replacing 1 vanity faucet: \$120
- 931 • General Handyman work: \$90 for the 1st hour, \$45 per hour thereafter in 30 min.
932 increments
- 933 • Installing seamless shower glass guard, up to 30" wide: \$300
- 934 • Replacing 1 wall light fixture above a vanity: \$90
- 935 • Replacing an ordinary toilet with a new ordinary one: \$120
- 936 • Replacing an ordinary toilet with a new skirted one: \$200
- 937 • Replacing a skirted toilet with a new skirted one: \$200
- 938 • Assembling a toilet: \$60
- 939 • Picking up 1 item from a local store on behalf of a Customer: \$75
- 940 • Separating the ceiling color from the wall color for 1 average size room: \$80 to \$120
- 941 • Separating 2 colors on walls in 1 average size room: \$160
- 942 • Replacing a door lock with a new same/similar lock: \$75
- 943 • Adjusting a door's latch/catch: \$65
- 944 • Building a small triangular bench at a corner of a shower and tiling it: \$650
- 945 • Replacing a typical average size flat mirror with 1 framed mirror in a bathroom: \$125
- 946 • Replacing a typical average size flat mirror located above a double sink vanity with 2
947 framed mirrors in a bathroom: \$225 (wall repairs and/or painting not included!)
- 948 • Replacing an exhaust fan with a new same size in a bathroom: \$400
- 949 • Installing an exhaust fan with 1 switch on the wall in a bathroom: \$800

- 950 • Installing 1 recessed ceiling light in a bathroom and connecting it to an existing wall
- 951 switch: \$450
- 952 • Installing 1 recessed ceiling light in a bathroom and connecting it to an independent
- 953 new wall switch: \$650
- 954 • Installing bullnose tiles or metal tile trims or PVC tile trims in shower or shower/tub
- 955 \$240 to \$360
- 956 • Moving an outlet a few inches to a new location: \$120
- 957 • Moving a double gang electric switch box a few inches to a new location: \$320
- 958 • Installing a grab bar in a shower on tiles: \$75 each
- 959 • Replacing towel bars, towel hooks, toilet paper holder, etc.: \$40 each
- 960 • Installing 1 row of accent tile in a shower: \$240
- 961 • Moving location of a wall light fixture located above a vanity: \$280
- 962 • Fixing, texturing, and painting a wall where a mirror was removed: \$180
- 963 • Staining an average size vanity cabinet without changing the color: \$380
- 964 • Staining an average size vanity cabinet and changing the color: \$680
- 965 • Painting an average size vanity cabinet without changing the color: \$175
- 966 • Painting an average size vanity cabinet and changing the color: \$680
- 967 • Installing a Prehung door, caulking and painting it: \$675
- 968 • Tiling an average bathroom floor (about 40 Sf) with 12"x24" tiles: \$685
- 969 • Replacing, caulking, and painting base boards in an average bathroom (about 40 sf in
- 970 size): \$165
- 971 • Installing a standard size recessed medicine cabinet: \$360
- 972 • Installing a spa shower fixture instead of a regular simple fixture: \$250
- 973 • Fixing, texturing, painting a wall section behind a big mirror after the big mirror was
- 974 removed in preparation to install 2 framed mirrors: \$225
- 975 • Painting walls & ceiling of an average size guest bathroom (1 color): \$300
- 976 • Painting walls & ceiling of an average size master bathroom (1 color): \$600
- 977 • Painting walls & ceiling of a small size closet (1 color): \$240
- 978 • Painting walls & ceiling of an average size master closet (1 color): \$600 to \$900
- 979 • Painting walls, ceiling, and shelves of an average size pantry (1 semi-gloss color):
- 980 \$500 to \$800
- 981 • Drywall repairs, less than 2 sf, texture & paint: \$275
- 982 • Replacing a bathroom door with a same size pre-hung door + caulking & painting the
- 983 door on both sides: \$650

- 984 • Replacing an exterior entry door, including caulking & painting the jamb and the
- 985 casings: 700
- 986 • Texturing & painting an average guest bathroom (1 color for ceiling & walls): \$675
- 987 • Texturing & painting an average master bathroom (1 color for ceiling & walls): \$1,200
- 988 • Install a ½ glass wall / splash guard for a shower (parts & labor): \$1,200
- 989 • Barn Door: Installation of a pre-finished, pre-painted, or pre-stained barn door: \$450
- 990 • 1 Glass Shower Guard installation without correcting the wall and the floor: \$450

991 Privacy Policy

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

1000
1001 We do not share or resell any information you provide to us. We are dedicated to ensuring
1002 your privacy and the confidentiality of any personal information.

1003 Information Collected at This Website:

1004 There are two types of information that we can learn about you as you browse and use this
1005 Website. Each type of information can be used in a different way.

1006 1. Internet-related Information - generic statistical and demographic information that we may
1007 gather passively from visitors to the Website.

1008 2. Personal Information that you provide when registering, ordering online, entering a
1009 promotion or contacting us.

1010 Internet-Related Information Gathered Passively:

1011 We may collect Internet-related Information from visitors to our Website, including the
1012 referring URL, your IP address, which browser you used to come to the Website, the country,
1013 state or province, the pages of our Website that you viewed during your visit and any search
1014 terms entered on our Website, etc. for the purposes of system administration, to gather broad
1015 demographic information, and to monitor the level of activity on our Website. We may track
1016 Customers' traffic patterns throughout their online sessions, including which pages or specific
1017 URLs a Customer views while using the Website. We may use your Internet-related
1018 Information to diagnose problems with our servers and software and to administer our
1019 Website. We may share aggregated statistics about pages viewed on our Website,
1020 demographic information and sales and other shopping information with third parties to enrich
1021 your visitor experience.

1022 **Actively Collected Personal Information You Provide:**

1023 If you provide information about yourself by registering at our Website, ordering a product,
1024 requesting services, filling out a survey, entering a promotion (including contests,
1025 sweepstakes, offers and rebates) or otherwise voluntarily telling us about yourself or your
1026 activities, we will collect and use that Personal Information to respond to your request, and
1027 for other internal business purposes, including identifying consumer preferences and
1028 improving our products and services and the content of this Website. This information may
1029 be disclosed to our staff and to third parties involved in the completion of your transaction, the
1030 delivery of your order, requested services, or the analysis and support of your use of the
1031 Website. Please note that if you provide an email address and chose to access the Website
1032 through links we send to that email account, NERR and to third-parties NERR has Contracted
1033 with may collect personally identifiable information about your behavior, including purchasing
1034 behavior, time spent on the Website, and any downloaded materials. This information will only
1035 be used for re-marketing purposes by NERR and will not be sold to any third party. We may
1036 also contact you by email, regular mail, fax, text message, or telephone from time to time with
1037 information about our new products and services, special offers, upcoming events and
1038 changes to this Website. If you do not wish to be contacted by all or any of these methods,
1039 you may let us know by sending an email message to us at
1040 UpdateNow@NewEraRemodeling.com. Please be sure to give us your exact name and
1041 address, and your detailed request so we can respond appropriately.

1042 **How to Access or Modify Your Personal Information:**

1043 You have the right to access and modify your Personal Information if we store them at our
1044 Website. If you have registered with the Website, you can access or modify your stored
1045 Personal Information by accessing the "My Account" area of the Website, or you can access
1046 and change your Personal Information by contacting us at
1047 UpdateNow@NewEraRemodeling.com. Your information will be updated within 10 business
1048 days.

1049 **Sharing Information:**

1050 If you provide us with your consent, we may share your Personal Information with our affiliates
1051 and business partners with whom we have joint marketing arrangements. We may also give
1052 you the opportunity, at the time that you provide us with your contact information, to have your
1053 information shared with other third parties or posted on this Website for reasons we will
1054 describe at the time we make the request. If you do not want us to share your Personal
1055 Information with our marketing affiliates and business partners, then please let us know by
1056 contacting us at UpdateNow@NewEraRemodeling.com or via mail at NERR, Website
1057 Privacy, 2305 Kildane Way, SE, Olympia, WA 98501, or via telephone at 360-706-9097.

1058 We employ other companies to perform certain functions on our behalf, such as fulfilling
1059 orders, delivering packages, re-marketing services and services related to the design,
1060 maintenance and improvement of this Website and our database and related systems. These
1061 companies have access to your information. We may arrange with a payment processing
1062 company to process your credit card related purchases. They use SSL encryption of your
1063 credit card information. Please let us know if you wish to access this company's Website and
1064 privacy policy to read more about the security measures they employ. We have arranged with
1065 third party providers to help us with marketing services and information gathering. They may
1066 collect anonymous information about your visits to our Website, and your interaction with our
1067 products and services. They may also use information about your visits to this and other Web
1068 Websites to target information for goods and services. This anonymous information is
1069 collected using a pixel tag, which is industry standard technology used by most major web
1070 Websites. No personally identifiable information is collected or used in this process. They do
1071 not know the name, phone number, address, email address, or any personally identifying
1072 information about the user.

1073 Regardless of whether you have provided us with consent, we will share your information with
1074 those companies that perform certain functions on our behalf under Contract to us, and as

1075 may be necessary to comply with applicable laws, police investigations, or in legal
1076 proceedings where disclosure of such information is relevant and permitted by law. NERR will
1077 also assign, sell, license, or otherwise transfer to a third party your name, address, e-mail
1078 address, member name and any other Personal Information in connection with an
1079 assignment, sale, joint venture, or other transfer or disposition of a portion or all of the NERR
1080 service, or the assets, business or stock of (if any) NERR.

1081 **Links to Other Websites:**

1082 On this Website, we may provide as a convenience to you links to other Websites, including
1083 Websites operated by us, our partners, associates, or independent third parties. These links
1084 are provided as a convenience to you. Each Website has its own privacy practices, as
1085 described in that Website's privacy policy. Those practices may be different than the practices
1086 described herein, and we urge you to read each Website's privacy policy carefully before you
1087 use or submit information to that Website. Additionally, to the extent that you follow a link to
1088 a Website operated by an independent third party, please be aware that we exercise no
1089 authority or control over that third party, and cannot and are not responsible for any
1090 information that you may submit at that Website.

1091 **Where We Store and How We Secure Your Personal Information:**

1092 Your Personal Information may be kept in a database held on servers kept in a physically and
1093 technologically secure environments located outside our local business location accessed
1094 only by authorized personnel or Contractors who are required to keep your information
1095 confidential. All transmissions of your credit card information are encrypted. We also have in
1096 place internal procedures to confirm general company compliance with this Policy.

1097 Your information may be transferred to NERR, located in [Olympia, the State of Washington,](#)
1098 [United States of America](#), which location may be outside of your own state and/or country,
1099 and by providing us with your information, you are consenting to such transfer. Although we
1100 will use all reasonable efforts to safeguard the confidentiality of any Personal Information
1101 collected, we will not be liable for disclosure of Personal Information obtained due to errors in
1102 transmission or the unauthorized acts of third parties.

1103 **Important Note to Kids:**

1104 We do not wish to obtain personal information from children under 18 who are using our
1105 Website unsupervised. Before providing us your name, address, e-mail address or any other
1106 personal information, be sure to ask your parents or guardian for permission. Parents and/or
1107 guardians are responsible for supervising the activities of their children while their children
1108 use our Website(s).

1109

1110 **Username and Password:**

1111 You are responsible for maintaining the confidentiality of your username and password. You
1112 shall be responsible for all uses of your membership, whether or not authorized by you. You
1113 agree to immediately notify NERR of any unauthorized use of your username or password.

1114 **Cookies:**

1115 Like many other commercial Websites, we may utilize a standard technology called a "cookie"
1116 to collect information about how our Website is used. A cookie is a small data text file, which
1117 a Website stores on your computer's hard drive (if your Web browser permits) that can later
1118 be retrieved to identify you to us. Cookies were designed to help a Website recognize a user's
1119 browser as a previous visitor and thus save and remember any preferences that may have
1120 been set while the user was browsing the Website. A cookie cannot be read by a Website
1121 other than the one that set the cookie. Cookies can track that you are authenticated to the
1122 Website, personalize home pages, identify which parts of a Website may have been visited
1123 or keep track of selections, such as those selected in a "shopping cart." Our cookies may
1124 collect your domain name and track your selections through our Website. A cookie cannot
1125 retrieve any other data from your hard drive, pass on a computer virus, or capture your e-mail
1126 address. The cookies make your use of the Website easier, make the Website run more
1127 smoothly and help us to maintain a secure Website.

1128 To make a purchase at the NERR Online Store (if there is one,) you need to have all cookies
1129 enabled. Cookies are tiny text files stored on your computer when you visit certain web pages.
1130 We use cookies to keep track of what you have in your basket and to remember you when
1131 you return to our stores. Cookies cannot harm your computer and do not contain any personal
1132 or private information. For information about how to disable cookies, please consult your web
1133 browser's help menu or seek help elsewhere.

1134 **We reserve the right to change or update this GT&C at any time we wish. We will send**
1135 **an e-mail message to previously registered visitors and inform them of the update.**

1136 **What to Do If You Have Questions or Concerns about Your Information, or If You**
1137 **Need to Contact Us:**

1138 If you are a registered user of our Website, and If you need information or have any
1139 questions or concerns about this Privacy Policy or our use of your Personal Information, or
1140 wish to review all of your Personal Information, you may contact our Director of E-
1141 Commerce Solutions & Data via e-mail at contactus@neweraremodeling.com.

1142 In order to facilitate the transfer of data between the United States Of America (USA) and
1143 European Union (EU) countries, the USA and the EU have entered into a "safe harbor
1144 program," under which data can be transferred from the EU to participating non-EU
1145 companies. The program has a set of seven principles, to which NERR complies with
1146 respect to the data collected and used as described in this Privacy Policy. As part of that
1147 program, while we strive to respond to your concerns, we recognize that we may not always
1148 answer all of your questions, and as such if you are an EU resident, we will participate with
1149 the Data Protection Authority in the country in which you reside. Thus, to the extent that you
1150 feel that your questions have not been answered, and you are a resident of an EU Member
1151 country, you should feel free to contact the Data Protection Authority of the country in which
1152 you reside.

1153 **Call Monitoring and Recording Privacy Statement:**

1154 As part of our commitment to providing the best possible service, NERR may monitor and
1155 record phone calls answered by NERR or by its hired answering service company and
1156 made by NERR or by its hired answering service company. NERR may also archive
1157 recorded voice mail messages. NERR records calls for training purposes, to improve
1158 Customer service, and to ensure an accurate record of Client/Customer calls, which may be
1159 needed to support transactions that take place over the phone or by voice mail messages.
1160 This allows NERR to identify how NERR can better serve its Customers and/or clients.

1161 **Legal Notice**

1162 **Intellectual Property:** Unless otherwise noted, product or service names, designs, logos,
1163 titles, text, images, audio and video within this Website are the trademarks, service marks,
1164 trade names, copyrights or other property of **NERR** ("**NERR's** Intellectual Property.") All
1165 other unregistered and registered trademarks are the property of their respective owners.
1166 Nothing contained on the Website should be construed as granting, by implication, stopple,
1167 or otherwise, any license or right to use any of **NERR's** Intellectual Property displayed on
1168 the Website without the written permission of **NERR**.

1169 **Emails & Text Messages:** Although e-mail & text messages and all attachments, if any, are
1170 believed to be free of any virus or other defect that might affect any computer system into
1171 which it is received and opened, it is the responsibility of the recipient to ensure that it is
1172 virus-free before opening it and we bear no responsibility for any loss or damage arising in
1173 any way from its use.

1174 **Use of this Website:** **NERR** maintains this Website for your personal entertainment,
1175 information, education, use, and communication. Please feel free to browse the Website.
1176 You may download material displayed on the Website for non-commercial or personal use
1177 only provided you also retain all copyright and other proprietary notices contained on the
1178 materials. You may not, however, distribute, modify, transmit, reuse, copy, re-post, or use
1179 the content of the Website for public or commercial purposes, including the text, images,
1180 audio and video without **NERR's** written permission. Changes periodically are made to the
1181 information contained in this Website.

1182 **No Warranties; Limitation of Liability:** THIS WEBSITE IS PROVIDED "AS IS" WITHOUT
1183 WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESSED OR IMPLIED,
1184 INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF
1185 MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR NON-
1186 INFRINGEMENT. **NERR** also assumes no responsibility, and shall not be liable for any such
1187 damages to or viruses that may infect, your computer equipment, software, data or other
1188 property on account of your access to, use of, or browsing in the Website or your
1189 downloading of any materials, data, text, images, video or audio from the Website or any
1190 linked Websites.

1191 In no event shall **NERR**, its employees, agents, officers, shareholders, or owners, or any
1192 other party, involved in creating, producing, maintaining or delivering the Website, or any of

1193 their affiliates, or the officers, directors, employees, shareholders, or agents of each of them,
1194 be liable for any damages of any kind, including without limitation any direct, special,
1195 incidental, indirect, exemplary, punitive or consequential damages, whether or not advised
1196 of the possibility of such damages, and on any theory of liability whatsoever, arising out of
1197 or in connection with the use or performance of, or your browsing in, or your links to other
1198 Websites from this Website.

1199 **Unaffiliated Products and Websites:** Descriptions of, or references to, products,
1200 publications or Websites not owned by **NERR** or its affiliates do not imply endorsement of
1201 that product, publication or Website. **NERR** has not reviewed all material linked to the
1202 Website and is not responsible for the content of any such material. Your linking to any
1203 other Websites is at your own risk.

1204 **Communications with this Website:** You are prohibited from posting or transmitting any
1205 unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory,
1206 pornographic, or profane material or any material that could constitute or encourage
1207 conduct that would be considered a criminal offense, give rise to civil liability, or otherwise
1208 violate any law. **NERR** will fully cooperate with any law enforcement authorities or court
1209 order requesting or directing **NERR** to disclose the identity of or help identify or locate
1210 anyone posting any such information or materials.

1211 Any communication or material you transmit to the Website by e-mail or otherwise, including
1212 any data, questions, comments, suggestions, or the like is, and will be treated as, non-
1213 confidential and non-proprietary. **NERR** cannot prevent the "harvesting" of information from
1214 this Website, and you may be contacted by **NERR** or unrelated third parties, by e-mail or
1215 otherwise, within or outside of this Website. Anything you transmit may be edited by or may
1216 not be posted to this Website at the sole discretion of **NERR**; and may be used by **NERR** or
1217 its affiliates for any purpose, including, but not limited to, reproduction, disclosure,
1218 transmission, publication, broadcast and posting. Furthermore, **NERR** is free to use any
1219 ideas, concepts, know-how, or techniques contained in any communication you send to the
1220 Website for any purpose whatsoever including, but not limited to, developing, manufacturing
1221 and marketing products or services using such information.

1222 Although **NERR** may from time to time monitor or review discussion, chats, postings,
1223 transmissions, bulletin boards, and the like on the Website, **NERR** is under no obligation to
1224 do so and assumes no responsibility or liability arising from the content of any such

1225 locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity,
1226 pornography, profanity, danger, or inaccuracy contained in any information within such
1227 locations on the Website. **NERR** assumes no responsibility or liability for any actions or
1228 communications by you or any unrelated third party within or outside of this Website.

1229 **United States Governing Law:** NERR LLC's Website was developed in the United States
1230 of America in accordance with and shall be governed by, and your browsing in and use of
1231 the Website shall be deemed acceptance of, the laws of the **State of Washington**, United
1232 States of America. Notwithstanding the foregoing, this Website may be viewed in other parts
1233 of America or internationally and may contain references to products or services not
1234 available in all countries or regions. References to a particular product or service do not
1235 imply that **NERR** intends to make such products or services available in such countries or
1236 regions.

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Department of Labor and Industries
Contractor Registration



**Example of
Disclosure Statement
Notice to Customers**

1251
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Business Name: New Era Remodeling & Repairs, LLC

1257
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This Contractor is registered with the state of Washington, registration no. NEWERER818OP has posted with the state a bond or deposit of \$ 12,000 for the purpose of satisfying claims against the Contractor for breach of Contract including negligent or improper work in the conduct of the Contractor's business. The expiration date of this Contractor's registration is 09/17/2021.

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

1266
1267
1268

This bond or deposit is not for your exclusive use because it covers all work performed by this Contractor. The bond or deposit is intended to pay valid claims up to \$ 12,000 that you and other Customers, suppliers, subcontractors, or taxing authorities may have.

1269
1270
1271

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

1272
1273
1274

You may withhold a Contractually defined percentage of your construction Contract as retainage for a stated period of time to provide protection to you and help ensure that your

1275 project will be completed as required by your Contract.

1276

1277 **YOUR PROPERTY MAY BE LIENED.**

1278

1279 If a supplier of materials used in your construction project or an employee or subcontractor
1280 of your Contractor or subcontractors is not paid, your property may be liened to payment
1281 and you could pay twice for the same work.

1282

1283 **FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO**
1284 **PROVIDE YOU WITH ORIGINAL “LIEN RELEASE” DOCUMENTS FROM EACH**
1285 **SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.**

1286

1287 The Contractor is required to provide you with further information about lien release
1288 documents if you request it. General information is also available from the state Department of
1289 Labor and Industries.

1290

1291

1292 I have received a copy of this disclosure statement.

1293

1294 X
1295 Signature of Customer

 X
Date Signed

1296

1297 Print Full Names: X

1298

1299

1300 *The Contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years*
1301 *and produce a signed or electronic signature copy of the disclosure statement to the department upon request.*

1302 For more information, please refer to [RCW 18.27.114](#)

1303 F625-030-000 Disclosure Statement Notice to Customer 12-2015

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Example of

CONSTRUCTION LIEN NOTICE TO OWNER

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

1324

1325

1326

1327

1328

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

1329

Re: Customer's address

1330

(Description of property: street address or general location)

1331

From: New Era Remodeling & Repairs, LLC

1332

At the Request of: David Sabet, Business Owner

1333

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

1334

THIS IS NOT A LIEN: This notice is sent to you to tell you who are 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.

1335

1336

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1338

OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY

1339

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.

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COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY

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We have or will be providing professional services, materials or equipment for the improvement of

1348 your commercial or new residential project. In the event you or your Contractors fail to pay us, we
1349 may file a lien against your property. A lien may be claimed for all professional services, materials,
1350 or equipment furnished after a date that is sixty days before this notice was given to you or mailed
1351 to you, unless the improvement to you property is the construction of a new single-family residence,
1352 then ten days before this notice was given to you or mailed to you.

1353 Sender: N/A, no other Contractors, sub-contractors, or suppliers are involved at this time!

1354 Address: _____

1355 Telephone: _____

1356 Brief description of professional services, materials, or equipment provided or to beprovided: _____

1357 _____

1358 **Important Information for your Protection**

1359 • This notice is sent to inform you that we have or will provide professional services,
1360 materials or equipment for the repair, remodel, or alteration of your property. We expect
1361 to be paid by the person who ordered our services, but if we are not paid, we have the
1362 right to enforce our claim by filing a construction lien against your property.

1363 • **LEARN** more about the lien laws and the meaning of this notice by discussing them
1364 with our Contractor, suppliers, Department of Labor and Industries, the firm sending
1365 you this notice, your lender, or your attorney.

1366 • **COMMON METHODS TO AVOID CONSTRUCTION LIENS:** There are several
1367 methods available to protect your property from construction liens. The following are
1368 two of the more commonly used methods.

1369 • **DUAL PAYCHECKS** (Joint Checks): When paying your Contractor for services or
1370 materials, you may make checks payable jointly to the Contractor and the firms
1371 furnishing you this notice.

1372 • **LIEN RELEASES:** You may require your Contractor to provide lien releases signed
1373 by all the suppliers and subcontractors from whom you have received this notice. If
1374 they cannot obtain lien releases because you have not paid them, you may use the
1375 dual payee check method to protect yourself.

1376 • **You should take appropriate steps to protect your property from liens.**

1377 • **Your prime Contractor and your construction lender are required by law to give**
1378 **you this written information about lien claims.**
1379
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1384

This new website-version shall instantly replace and void all previous website-versions!
*** Please Consider the Environment before Printing – Save a Tree – Be Green! ***

1385

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

1386
1387
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Customer's Signature: X Date: X

Print Full Names: X

1393

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**

1398
1399

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

1400
1401
1402
1403

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

1404
1405

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

Customer's full address

1406
1407
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1410

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.

1411
1412

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

1413
1414
1415
1416

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

1417
1418

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

1419
1420

This is a Contractor, Subcontractor, Supplier

1421
1422

Indicate all that apply with checkmark(s)

1423

 N/A \$

This new website-version shall instantly replace and void all previous website-versions!
*** Please Consider the Environment before Printing – Save a Tree – Be Green! ***

1424 Company Name Authorized Signature Amount Received
 1425 _____
 1426 Print Name of Person Signing Release Title Date
 1427 _____
 1428 This is a () Contractor, () Subcontractor, () Supplier
 1429 Indicate all that apply with checkmark(s)
 1430 _____
 1431 I have received a copy of this Lien Release Form.
 1432 _____
 1433 (Signature of Customer) Date Signed
 1434 _____
 1435 Full Customer's Names (Print)
 1436 _____
 1437 *This Lien Release form is provided as required under RCW 60.04.250.*
 1438 F625-029-000 Release of lien form 04-2012
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NOTICE TO BE POSTED BY PRIME CONTRACTOR

*** For any construction project costing more than five thousand dollars ***

*** For any construction project which requires a building permit ***

1486
1487
1488
1489
1490

Jobsite Information:

1491

Single Family Home

Owner's Name: _____

Address: _____

Tel: _____

1492

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

1493

Surety Bond: Accord Corporation, Preferred Contractors Insurance Company

(PCA5002-PCCM341040)

Effective Date: 01/03/2020 Expiration Date: 01/03/2021

1494

1510 Agency: Timothy K Shirley DBA TSK Insurance
1511 Address: 1710 W Main Street, Suite 113
1512 Battle Ground, WA 98604
1513 Tel: 360-719-7171
1514
1515

1516 ***** SAFETY NOTICE TO CUSTOMER *****
1517

1518 DATE: _____
1519

1520 YOUR SAFETY IS VERY IMPORTANT TO US.
1521

1522 PLEASE BE CAREFUL AS YOU WALK THROUGH THIS
1523 WORK AREA AND THROUGH OTHER PLACES WHERE
1524 THERE ARE DROP CLOTH/FLOOR COVERINGS, OUR
1525 TOOLS, SUPPLIES, EQUIPMENT, ... ETC.
1526

1527 PLEASE LET US KNOW IN WRITING IF YOU FEEL LIKE
1528 ANYTHING POSES A HAZARD TO YOU AND TO OTHER
1529 OCCUPANTS OF THIS HOUSE/FACILITY SO WE CAN TRY
1530 TO MAKE IT SAFER FOR ALL OF YOU.

1531

1532

THANKS,

1533

DAVID SABET

1534

NEW ERA REMODELING & REPAIRS, LLC

1535

*** THE END! ***