

# NEW ERA REMODELING & REPAIRS, LLC

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

WA. DEPT. OF L&I LICENSE: NEWERER8180P

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

Which also includes **General Information, Privacy Policy, & Legal Notice**

**THIS DOCUMENT IS A PART OF YOUR ESTIMATE & CONTRACTS, CHANGE ORDERS, AND INVOICES. PLEASE READ IT CAREFULLY AND FULLY BEFORE YOU SIGN ANY DOCUMENTS WITH US! PLEASE DO NOT SIGN ANY CONTRACT WITH US IF YOU DO NOT FULLY UNDERSTAND OR AGREE TO THIS GT&C AND 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, LLC
- **LLC:** stands for Limited Liability Company
- **Parties: You, your, yours, Customer(s), Homeowner(s), Property Manager(s), and/or Client(s),** 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, NERR’s representative(s), NERR’s business owner(s), NERR’s employees, NERR’s workers, NERR’s sub-contractors,** and/or **our** refer to “NERR” and its subsidiaries.
- **Website(s):** is the NERR’s internet Website(s) ([www.NewEraRemodeling.com](http://www.NewEraRemodeling.com))
- **NERR’s Internet Profiles:** is any profiles we have on the internet at sites such as Google, Yahoo, Bing, Yelp, BBB, Angieslist, Facebook, Tweeter, ... etc.
- **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 (collectively called Contracts) 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.

- 33 - **Dispose of it:** means it is trash – get rid of it as trash by putting it in the Customer’s  
34 trashcan (onsite) or take it to the county disposal facility or other disposal places  
35 (offsite) as trash.
- 36 - **Words of Authority:** “**May**” means “has discretion to,” “has a right to,” or “is permitted  
37 to.” and “**Must**” means “is required to.”
- 38 - **Binding Contract:** The Contract is only binding if it has been signed by the Customer  
39 & NERR’s representative and the deposit has already been received by NERR.
- 40 - **Guarantee and Warranty:** Warranty is for products and parts and guarantee is for  
41 workmanship. We never give Warranty to any Customers because we do not  
42 manufacture the products or the parts we purchase for a project.
- 43 - **Limited Workmanship Guarantee and Comprehensive Workmanship Guarantee:**  
44 In a Limited Workmanship Guarantee, we will do only 1-repair in 1-trip if requested. In  
45 a Comprehensive Workmanship Guarantee, we will do multiple repairs in multiple trips  
46 if requested. Please see details of our “Workmanship Guarantee” on the following  
47 pages.  
48

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

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

#### 58 **What We Can Do for You:**

59 There are hundreds of jobs or tasks that we can do for you to solve your problems or bring  
60 improvements to your house or place of business. We can fulfill your handyman needs. We  
61 can also repair a damaged window, fix a door, or completely remodel your bathroom or  
62 kitchen. We can repair wood trims, roof leaks, light fixtures, patch concrete, or paint your  
63 house - inside and out. We can make your garden and lawn more beautiful. Do you need a  
64 pet door installed, a showerhead replaced or just your caulk or grout repaired? We can repair

65 or replace your floor or wall tiles or complete a drywall patch. Whether it is a big job of  
66 remodeling your entire house or just a small list of tasks, we can help. Please call us today  
67 and get all your repairs done in a timely and a cost effectively manner.

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



74

## 75 Types of Quotes:

### 76 Time & Materials (T&M) Basis Estimate:

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

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

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

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

96 **Estimates Range:**

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

103 **Bid or Fixed Quote:**

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

110 **Price Not to Exceed:**

111 This is like T&M but provides you with a price the project will not exceed. This is good when  
112 you have a long to-do list of small tasks but a limited budget. Then, we will try to complete

113 as many tasks as we can and as fast as we can. The advantage is that you will not run over  
114 your budget; and the disadvantage is that all tasks may not get done this time and you may  
115 have to deal with the remaining undone items at another occasion. For “Not to Exceed”  
116 projects, we require that you pay for the entire cost of your project ahead of time before the  
117 1st day of the project when you sign the Contract!  
118

### 119 Hidden Damage or Hidden Problems:

120 Damages or problems discovered which could not be seen before starting your project are  
121 not included in “Estimates” or “Price Not to Exceed”. Once discovered, we will notify you and  
122 discuss with you a change order or a new invoice or contract detailing all the additional costs  
123 for you to approve before continuing your project. **This additional costs must be pre-paid**  
124 **in advance before continuing your project!**

125 **Customer Changing the Scope of Work or Misbehaving after the Contract(s) are**  
126 **signed:** We strongly urge the Customer not to be wishy washy about the scope of work and  
127 try to change them often or in any shape or form after the Contract (s) is/are signed. We do  
128 not tolerate bossy Customers who try to tell us how to do our work or give us orders on how  
129 to perform the various tasks of the project or try to micro-manage our daily activities in any  
130 shape or forms. If we experience such behaviors stated above by the Customer, we have the  
131 right **to quit working** and end the project to avoid further problems or complications. In that  
132 case, no refunds will be given to the Customer; and the Customer is fully liable for paying us  
133 the remaining balances of their Contracts. No cancellation of any parts of the contract by the  
134 customer is allowed after the contract(s) is/are signed. No refunds will be given to the  
135 customer for cancellation or modifications of the scope of work. Deposit (s) and/or other  
136 payments will not be refunded under any circumstances for any reasons whatsoever!!!

137 We also have the right to charge a Customer \$50 for revising each Contract each time if we  
138 agree to revise, modify, update, change the Contracts, or issue Change Order Contracts in  
139 any shape or form. This cost will cover the time we must spent in changing the details of the  
140 Contract and printing costs.

141 In some rare cases, we may agree to continue the work despite the difficulties the Customer  
142 has been giving us if they promise not to be bossy anymore, not to micro-manage our activities  
143 anymore, not to make changes to the scope of work or to the contract, and not to be “picky”

144 about the quality of our work. In this case, **we will demand that the Customer pay us the**  
145 **remaining balances of their Contracts in full before we continue our work.** In this case,  
146 no more changes to the scope of work will be allowed and no additional work related to the  
147 project will be accepted by us. We will do our best to bring the project to a completion. If the  
148 Customer break his or her promise, we have the right to quit working and end the project to  
149 avoid further problems or complications. Again, In this case, no refunds will be given to the  
150 Customer in any shape or form or by any reasons or means whatsoever!

151 **Scheduling:** The time frame we indicate in the E&C, invoices, Change Orders, ...etc. to  
152 complete a project is approximate time frame which also includes additional days in case  
153 hidden problems are discovered and/or additional work is requested by the Customer. The  
154 time frame has nothing to do with the money we charge a Customer. The money we charge  
155 a Customer is for tasks and the material costs of the project. We often finish the project  
156 sooner than the time frame we have indicated in the contract if no additional work is requested  
157 by the Customer or if no hidden problems are discovered.

#### 158 **Service Call Fee:**

159 We sometimes charge a flat fee of only \$95 to come out to each jobsite to give you an  
160 estimate. This fee will cover the driving time to your place as well as the cost of operating our  
161 truck. **This amount must be paid during the 1<sup>st</sup> visit if we ask for it.** You will be credited for  
162 this amount in your invoice if you hire us to do your project.

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

#### 169 **Labor Fees:**

170 Currently, we normally charge a labor rate of \$45 - \$150 per hour depending on our operating  
171 costs, the complexity, danger, and risks associated with each job/project. Labor rates are  
172 charged in increments of 30 minutes (1 to 30 min. = ½ hr. and 31 to 60 min. = 1 hr.) On the  
173 average, normally, our labor fees are about \$45-\$75 per hour. Under certain special

174 circumstances, we may lower or increase our labor rates to meet our business financial  
175 needs. For example, we may lower our rates when the business is slow to attract more  
176 Customers, or we may increase our labor rate if the cost of operating our business increases.  
177 We sometimes, at our own sole discretion, in exchange for an online Google review (good or  
178 bad – see our coupon at our NERR website), we give discount to 1st-time Customers, to  
179 school teachers (1<sup>st</sup> grade to 12<sup>th</sup> grade), to senior citizens (75 and older,) to the  
180 handicapped, to disabled veterans, and to on-active duty uniformed U.S. soldiers. These  
181 discounts normally apply if we ask them to write a review (GOOD or BAD) online on the last  
182 day of the project and before making their final remaining balance payment (one discount per  
183 Customer per month.) All discounts and promotions are for labor fees only.

184 The discounts become due and payable back to us on the last day of the project if the  
185 Customer fails to post his or her review(s) online on the last day of the project if he/she has  
186 agreed to write one. If the Customer does not post his/her review on the last day of the project,  
187 he/she will not receive the discount. We do not accept promises from our Customers who  
188 want to take the discount and write the review later!

189 If the E&C, the Change Orders, and/or the Invoices do not specifically show the amount of  
190 sales taxes, then all labor fees & part costs on these documents already include sales taxes!

### 191 **Setup & Clean up and Trip Charge Fees:**

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

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

- 200 1. Once you request a service, we will come by and review your project with you and give  
201 you an estimate of the time and cost to complete your project. We may also tell you  
202 when we can start the work.

203

- 204 2. We may contact you again a day or so before, if necessary, to remind you what time  
205 we will start to do the work.



- 206 3. As work progresses, we will keep you updated. If we discover any hidden problems or  
207 damages or any unanticipated circumstances that requires additional work, we will  
208 discuss them with you, price them, and together, we will schedule changes in a work  
209 order.  
210  
211 4. You are always welcomed to contact us by phone, via cell phone text messaging, or  
212 by email if you wish to communicate with us regarding the ongoing project or the  
213 projects we have completed for you in the past - we will get back with you as soon as  
214 we can.  
215  
216 5. We encourage you to give us feedbacks on the project and our performance on daily  
217 bases and once the job is complete. You can do that by email, letters, online  
218 reviews, text messaging, or other written means you wish.  
219

220 **Other issues:**

221 **Customer's Initial on Every Page:** If this **GT&C** is provided to the Customer electronically  
222 (by email, text messaging, on a computer disk, or other electronic means), then Customer's  
223 initial on every page is not required to confirm that they have received it and have agreed to  
224 it. If the Customer does not agree to any parts of this **GT&C**, then the Customer must inform  
225 us in writing and not sign any Contracts with us. If NERR provides this **GT&C** to the Customer



226 in paper form (not electronically,) then we will require the Customer to initial each and every  
227 page of it before signing a Contract with us. In other words, lack of Customer's initial on every  
228 electronic page does not mean that the Customer is not bound by the terms and conditions  
229 of this **electronic form of GT&C.**

230 **Estimate & Contracts, Invoices, Change Orders (collectively called Contracts):** Before  
231 signing any Contracts, the Customer must read the Contract's details and this GT&C in full  
232 details and ask for clarifications if they don't understand any parts of them, and **in writing**,  
233 request changes to be made if they don't agree to any issues. If we agree to the requested  
234 changes, then we will make the changes before asking the Customer to sign the Contract.  
235 This GT&C is a part of every Contract we sign with a Customer. The Customer must also read  
236 the scope of work listed on the Contracts and ask us for corrections if they find errors or  
237 omissions before signing the Contracts. If errors or omissions are detected after the Contracts  
238 are signed, then the most stringent case that is to NERR's advantage shall prevail! If we  
239 mutually agree that the Contract needs to be rewritten and signed again, then we will make  
240 the corrections and price the project correctly as well if necessary. A Contract number is the  
241 date when the Contract was issued. For example, 2020-0307-JDO, indicates that the Contract  
242 was issued on March 07, 2020 and the "JDO" is extracted from the Customer's names "John  
243 Doe." We always print 2 copies of the Contract and both the Customer and we sign them.  
244 Then, 1 copy is kept by the Customer and 1 copy is kept by us.

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

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

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

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

282 **Surety Bond:** Our surety bond currently covers up to \$12,000. The Customer agrees that,  
283 under no circumstances, but within the applicable Federal & State laws and local rules &  
284 regulations, and within the terms & conditions of the surety bond, whichever is more  
285 appropriate, the Customer will not ask for more than a **total** of \$12,000 (including ALL  
286 attorney's and other legal fees and costs FOR ALL INVOLVED PARTIES INCLUDING THE  
287 SURETY BOND COMPANY, collection fees, court costs, paperwork, expert testimonies,  
288 damages claimed, out of pocket expenses, ... etc.) if the size of their project is more than  
289 \$12,000 and if they also find NERR at fault for any good reasons. In addition, and **similarly**,  
290 the Customer agrees that the Customer will not ask for more than the **Total Cost** (labor +  
291 parts provided by NERR only minus the attorney's fees and other legal fees and costs as

292 stated above) of the project if the **Total Cost** of the project is less than \$12,000. Our bond  
293 company will require a court judgement against NERR, LLC before they pay any complaining  
294 Customer.

295 **Legal or Regulatory Paperwork:** By law, we may be required to give you, the Customer,  
296 certain notices related to your project and get your signatures. These may include the  
297 following. *If we forgot to give you these documents or if you believe that you have not*  
298 *received these documents from us, please remind us to do so ASAP in writing.* It is also the  
299 *Customer's responsibility to make sure that they get these documents from us if required!*  
300 Examples of these notices / Forms are attached to the end of this document for your  
301 information and review.

- 302 1. [Disclosure Statement Notice to Customer](#)
- 303 2. [Construction Lien Notice to Owner](#)
- 304 3. [Lien Release Form](#)
- 305 4. [Notice to Be Posted by Prime Contractor](#)
- 306 5. [Safety Notice to Customer](#)

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

316 **Dust:** Home improvement projects are often very dusty, perhaps smelly, and noisy operations  
317 as well. NERR will, at its own discretion, cover the floors with drop cloths and cover big &  
318 heavy furniture, if any, with plastic in the main work areas only. All small items including items  
319 hanging from the walls must be removed from the work areas by the Customer 1 day before  
320 the 1<sup>st</sup> day of the project. Curtains and blinds must be removed by the Customer as well.  
321 During the project, the dust MOST LIKELY sit on all walls, doors, ceilings, furniture,  
322 decorations, floors, countertops, ... etc. throughout the house. In the Contract, NERR never  
323 includes the cost of cleaning the entire house or part of the house (other than the main work  
324 areas) due to dust generated during the project. For example, the main work area is only the

325 bathroom that we are remodeling and not the adjacent areas around the bathroom. **It will be**  
326 **the sole responsibility of the Customer to clean up the dust everywhere other than the**  
327 **main work area at his/her own expenses during the project and/or after the project is**  
328 **completed.** Walls, ceilings, doors, windows, beds, ceiling fans, curtains, light fixtures,  
329 shutters... etc. in the main work areas will not be dusted and/or cleaned by us either! We will  
330 however, lightly vacuum the floor at the end of the project.

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

346 **Who Is the Boss?:** Please note that NERR’s relationship with the Customer is a Customer-  
347 Contractor relationship. No one is the boss! You and we **are not** in an employer-employee  
348 relationship. Some Customers mistakenly think that they are the boss and they are the  
349 employer and we are their employee since they have hired us to work for them. They also  
350 mistakenly think that since they are the boss, they can tell us how to do our work and/or be  
351 picky. The fact is that the Customer & NERR have mutually agreed to work together to bring  
352 the project to a successful and peaceful completion. We expect the Customer to be  
353 considerate, polite, reasonable, not bossy, and cooperative, and friendly to us as we will be  
354 to them. **We will not tolerate rudeness, picky people, perfectionists, or people who try**  
355 **to tell us how to do our work. These type of people are strongly advised to seek help**  
356 **for their projects elsewhere!!!**

357 **Single Point of Contact (SPOC):** We (NERR) must have only one (1) designated single  
358 point of contact from the Customer side so we can, on daily bases, communicate with this  
359 individual regarding the project related issues. The SPOC must have full authority to make  
360 project related decisions about any issue whatsoever when we communicate with him/her. It  
361 is the responsibility of the Customer to inform us who this individual will be before the  
362 Contracts are signed. The SPOC from the Customer side must be the one who signs the  
363 Contract. This individual must also inform other people associated with the Customer not to  
364 interfere with the project related issues in any shape or form when it comes to communicating  
365 with us (NERR.) The SPOC from NERR side is always David Sabet, the business owner, or  
366 anyone who signs the Contract on behalf of NERR.

367 **Scope of Work & Change Order/Invoice (Contract):** Anything that is not specifically listed  
368 or described in the Contract as scope of work is not a part of the Contract. If any tasks which  
369 are left out of the Contract by mistake or intentionally, then they are not part of the Contract  
370 either. In most cases, in our Contracts, we charge our Customers on “Time & Material” bases  
371 as described in this GT&C. It is the responsibility of the Customer to carefully read the details  
372 of our Contracts and this GT&C and make sure that they understand them and fully agree to  
373 them before SIGNING in any Contracts with NERR. If you are on “Time & Material” bases,  
374 the prices shown on your Contracts **ARE THE MINIMUM COSTS** and are only good for the  
375 items and tasks/scope of work listed. For additional work for hidden problems discovered  
376 during the project, if any, unanticipated complications, if any, or additional work for additional  
377 tasks requested by the Customer, if any, the Customer will be charged the same labor rate  
378 as the labor rate the Customer was charged in the initial E&C + material costs. In this case,  
379 a Change Order/Invoice or separate Contract may be issued by NERR. **No labor discounts**  
380 **will be given in Change Orders/Invoices or new Contracts to the Customer. Change orders /**  
381 **invoices and new Contracts are independent Contracts and must be pre-paid at the time of**  
382 **signing them.**

383 **No Bargaining:** No bargaining by the Customer is allowed before, during, and/or after any  
384 projects! NERR does not allow bargaining by the Customer during the project for additional  
385 fees NERR asks for due to discoveries of hidden problems, unanticipated complications, due  
386 to changes the Customer makes to the scope of work, due to additional tasks the Customer  
387 request, or due to requests or demands the Customer may make for re-doing a task that is  
388 already done. In a Change Order/Invoice or in a new Contract, the Customer will be charged  
389 the same labor rate as the labor rate the Customer was charged in the initial E&C + material  
390 costs. No labor discounts will be given in Change Orders/Invoices or in new Contracts.

391 Change orders / invoices and new Contracts are independent Contracts and must be pre-  
392 paid at the time of signing them.

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

402 **Parts by Customers:** The Customer must buy all the items which they have agreed to buy  
403 for their project and have them ready at the jobsite before the 1<sup>st</sup> day of the project for our  
404 inspection to avoid delays in completing their project on time. NERR is often fully booked a  
405 few months ahead of time and projects are scheduled back to back in advance and we need  
406 to start them on time and finish them on time too. We thank you for your cooperation in  
407 advance. If the Customer is supposed to buy and install a shower door glass and/or a tub  
408 door glass (collectively called shower enclosure,) this can be done after we finish building the  
409 shower and/or the shower/tub combination. We will charge additional fees for making  
410 additional trips (**minimum of \$95 per daily trip + a minimum fee of \$400 for remobilizing**  
411 **our tools & equipment and supplies each time**) to a Customer's jobsite if we cannot finish  
412 a project completely due to lack of parts the Customer was supposed to provide. The \$95  
413 fees must be paid by the Customer on daily bases. The minimum \$400 fees must also be  
414 paid before we come back. NERR has the right to inspect the parts the Customer has  
415 purchased for their project before the 1<sup>st</sup> day of the project. If NERR finds that the parts the  
416 Customer has bought for their project is inadequate, wrong, from oversea countries which we  
417 may not be familiar with or may not be according to American standards, or unacceptable to  
418 NERR for any reasons, NERR has the right to delay the start of the project, refuse to do the  
419 project, or reschedule the Customer's project after NERR completes subsequent scheduled  
420 projects for other Customers who are waiting "in-line" to be served by NERR. In these cases,  
421 NERR has the right to charge the Customer extra fees to restart the project later. **The**  
422 **deposit(s) the Customer has paid us will not be refunded under these or any circumstances!**

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

433 **Binding Contract:** Our signatures on the Contract indicate that all involved parties agree to  
434 all terms and conditions of the Contract and this GT&C. Once the Contract is signed, the  
435 previous versions of the Estimate & Contracts, if any, for that particular project is immediately  
436 voided. By signing the Contract, all parties also agree to this GT&C which is also available at  
437 our Website at [www.neweraremodeling.com](http://www.neweraremodeling.com). Please note that NERR revises and updates the  
438 GT&C on regular bases. So, please download or print our GT&C immediately and save it  
439 when you sign a contract with us if we have not given you a printed copy or an electronic copy  
440 already. The tab link for this GT&C is at the top of the Home page of our Website under  
441 “Terms & Conditions”. Please make sure to read it fully and carefully and let us know, in  
442 writing, if you have any questions, need clarifications, or need written modifications before  
443 you sign the Contract. Please let us know if you have any difficulties finding this GT&C at our  
444 Website or if you have difficulties printing it so we can help you get a printed copy. Please  
445 print and attach a copy of this GT&C to the E&C, Change Order(s), invoices, quotes, ...etc.  
446 you sign with us for future reference. The Contract is not valid if it is not signed and dated by  
447 **both** the Customer and NERR. In addition, **the Contract is not valid (not binding) either until**  
448 **the deposit is received by NERR’s business owner even if the Contract is signed by the**  
449 **Customer & NERR.**

450 **Garage or Storage Space:** We normally need at least 100 sf of storage space in the  
451 Customer’s garage or somewhere in the house where our tools, equipment, and supplies will  
452 be protected from rain, snow, hail, strong wind, theft, ...etc. The Customer is obligated to  
453 provide us with such space if we request it. As we work in the garage, sometimes by cutting  
454 tiles, cement boards, wood, sheetrock, etc., heavy dust will be created. The dust will sit on  
455 everything in the garage. We will not be responsible for cleaning or dusting off things in the

456 garage as no money has been allocated for this purpose! It is the homeowner's responsibility  
457 to do the cleaning himself or herself.

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

461 **Children & Pets:** Children and pets must be kept away from the work areas for their safety.  
462 By no means, NERR or its owners, operators, workers, employees, or subcontractors will take  
463 responsibilities of any kind to protect children and/or pets during the project. The Customer  
464 must keep the children and the pets under their own careful supervision while we work every  
465 day and away from our work areas. Pets must not have access through the doors, gates,  
466 windows, or areas, ... etc. we use on daily bases to go in and out of the work areas or in and  
467 out of the house/facility. The Customer will be responsible to compensate us for damages  
468 done to our tools, equipment, or supplies by their children, dogs, cats, or other pets. The  
469 Customer agrees that NERR will not be held responsible, in any shape or form whatsoever,  
470 if their pets or children get hurt by playing with, chewing, eating, or using our tools, equipment,  
471 or supplies. Similarly, NERR will not be responsible, in any shape or form whatsoever, if the  
472 Customer's pets or children cause any damages to the Customer's property by using, plying  
473 with, or touching, or tripping over our tools, equipment, or supplies.

474 **Health & Safety Plan:** We have a written health & safety plan for NERR, our workers,  
475 employees, subcontractors, Customers, and the people & pets associated with the Customer  
476 at every Jobsite. Please let us know in writing if you wish to have an electronic copy or printed  
477 copy of it for your review so we can provide it to you before signing any contracts with us.  
478 This Health & Safety Plan will be available at our website ([www.NewEraRemodeling.com](http://www.NewEraRemodeling.com)) in  
479 the near future as well.

480 **Permits:** It is the responsibility of the Customer to find out if construction permits are  
481 required and obtain construction permits or any kind of permits required for their own  
482 projects once we give them a written Contract which shows the scope of work. THE  
483 CUSTOMER MUST PROVIDE US WITH A COPY OF THE PERMIT IF THEY HAVE  
484 OBTAINED IT BEFORE WE FINALIZE THE CONTRACT. ADDITIONAL FEES WILL BE  
485 ADDED TO THE CONTRACT DUE TO INSPECTION DELAYS AND FOR IMPLEMENTING  
486 THE REQUIREMENTS OF THE PERMIT. ALL PERMITTING FEES AND INSPECTION



487 FEES MUST BE PAID BY THE CUSTOMER TO THE PERMITTING OFFICE DIRECTLY. In  
488 some States, cities, or counties, the permitting fees are remarkably high, and the permitting  
489 processes are complicated and time consuming and will cause delays in completing your  
490 projects. We must know ahead of time if the Customer needs to pull permits or has permits  
491 so we can plan and budget the project costs correctly ahead of time!

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

495 **Suggestions or Referrals:** The Customer is ultimately and fully responsible for all the  
496 decisions they make about the parts, styles, methods, designs, quantities, qualities, prices,...  
497 etc. they agree to buy for their project. If asked by the Customer, we may make some  
498 suggestions to them or refer them to some contractors or vendors as to what they can buy  
499 before the start of a project, during a project, or even after the project is completed. We never  
500 force a Customer to accept our suggestions, referrals, or our proposals for parts or otherwise  
501 under any circumstances! We will not be responsible, in any shapes or forms, if the Customer  
502 buys something we have suggested and turns out to be no good, too difficult to install, or  
503 inappropriate, not available, or defective!!!

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

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

525 **Texture Matching:** We will do our best to try to match the existing wall and/or ceiling texture  
526 as closely as we can when we repair walls or ceilings. By no means, shape or form, we  
527 promise that we can match the texture to your satisfaction. There will be additional fees if you  
528 want us to redo it if we agree to redo it for you; even then, we will not, by any means, shape  
529 or form, promise that we can match the texture to your satisfaction.

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

541 **House/Facility Key & Security:** We normally do not accept to take a house/facility key from  
542 a Customer if the Customer cannot be at home during a project. We instead can take a  
543 garage door opener or accept door lock code. We strongly suggest that the Customer change  
544 the code as soon as we finish with the project. Under no circumstances, we will take  
545 responsibility for the safety and security of the house when the Customer cannot be home  
546 during the project. We will however make sure the doors we will be using are locked when  
547 we leave the house at the end of each working day. If the Customer insists on giving us their  
548 house/facility key, then we strongly suggest that the Customer change the house/facility key  
549 immediately after we complete the project. In this case, NERR, NERR owners & employees,  
550 workers, sub-contractors will not be held responsible by the Customer in any shapes or forms

551 or for any reasons whatsoever for theft, robberies, or any illegal acts committed against the  
552 house/facility, belongings of the Customer, or occupants of the house/facility.

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

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

572 **Additional Trips to Complete a Project:** There will be an additional minimum of \$95 daily  
573 trip charges + our usual labor fees and part costs each time we have to come back to the  
574 Jobsite to finish a project due to lack of parts the Customer fails to provide on time for us; or  
575 due to inability of a Contractor (i.e. countertop Contractor, electrician, plumber, shower glass  
576 Contractor, heating & air conditioning Contractor, ... etc.) hired by the Customer to complete  
577 their tasks on time before we finish our work. Also, there will be an additional fee of \$400 for  
578 re-mobilizing our tools & equipment to the jobsite each time. If the project is stopped by the  
579 Customer or by us for any reasons and we must re-mobilize our tools & equipment to continue  
580 the project at a later date, **there will be a minimum of additional charge of \$400 each time +**  
581 **our usual labor fees and part costs + the \$95 trip charge per day. This fees & costs must be**  
582 **pre-paid for us to come back.**

583 **Customers' Trashcans / Daily Trash Disposal:** The Customer agrees to allow us (NERR)  
584 to use their trashcans on daily bases for disposal of trash produced during the project. NERR  
585 at its sole discretion, will be considerate and reasonable and leave enough room in the  
586 trashcans for the Customer's private daily disposal of trash. Bulky heavy trash pieces will be  
587 hauled away by NERR during the project or at the end of the project for offsite disposal at no  
588 additional costs beyond what we have already charged the Customer in the Contract. NERR  
589 will have the right to charge the Customer additional \$5 to \$10 per day for every day of the  
590 project if the Customer refuses to allow NERR to dispose of trash in their trashcans or in their  
591 recycle trashcans.

592 **Inspection by Customer:** The Customer must inspect our work on daily bases at the end of  
593 the day after we are gone home for the day and report to us on daily bases in writing by email,  
594 text message, or on paper if they see deficiencies or problems with the quality of our work so  
595 we can correct them as quickly as possible if we find out that Customer's concern is  
596 reasonable. **Please do not be "picky" or "perfectionist"!!! Otherwise, you may remain**  
597 **disappointed when we cannot make it better or we cannot re-do them without charging you**  
598 **extra fees to do them your way!!! Even if we agree to redo a task and charge you for re-doing**  
599 **it, there will be absolutely no guarantee that we can fulfill your picky needs!!! In this case, we**  
600 **will issue an invoice or a change order for what you want us to do. The Customer must pre-**  
601 **pay us for this invoice or change order.**

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

610 **Shower Glass Guard:** Shower glass guard is a relatively inexpensive way of preventing  
611 water from leaving the shower area and is only effective if a "rain shower head" is bought by  
612 the customer and installed. In this case, water comes down vertically as compared to water  
613 coming out of the shower head at an angle other than down vertically. See the picture below.  
614 This is the correct way of having a shower glass guard with a rain shower head. For shower  
615 guard or any other kind of shower door, shower enclosure, we always assume the customer

616 wants CLEAR GLASS. It is the Customer’s responsibility to make sure that the scope of work  
617 and description of materials & parts in the Contracts are correct, clear, and acceptable by the  
618 Customer. If the Customer wants to have any kind of glass other than clear glass, then the  
619 Customer must make sure that the Contracts clearly show what the Customer wants before  
620 they sign the Contracts! Also, please note that some water may still come out of the shower  
621 depending on how you take shower. This is normal for this kind of shower glass guard. So,  
622 we suggest that you use a towel on the bathroom floor to catch the water that may come out  
623 of the shower. We also suggest that you use another towel to dry up the shower threshold  
624 each time after taking a shower.



625

626 **Purchasing Locations:** We strongly suggest that the Customer buy the parts they wish to  
627 provide to us for their project from a local store which has good return policies. That way, if  
628 an item is found to be defective or not appropriate for the job, it can be returned or exchanged  
629 without delays. We also suggest that if the Customer must buy something online, they buy  
630 them well ahead of time, examine them once they arrive, and have them onsite long before  
631 the 1<sup>st</sup> day of the project to make sure there will be no delays in completing the project as we  
632 normally are pre-booked for a few months ahead of time and other projects are scheduled  
633 back to back. Please do not buy product from overseas for the same above reasons. Plus,  
634 the foreign products may not be up to American standards or we may not be familiar with  
635 them and we may not be able to install them. The Customer will be charged additional fees  
636 if we are not familiar with the parts they have bought or if the parts they have bought are not  
637 appropriate for installation and cause delays in completing the project. If we have to come  
638 back and finish a project due to Customer’s failure to provide the appropriate needed parts,  
639 there will be a minimum of \$95 trip fee per trip + minimum of \$400 additional fee each time  
640 for remobilizing our tools, equipment, and supplies back to the Jobsite to complete the project.  
641 Our availability to come back and finish a job depends on how many projects are scheduled  
642 with other Customers and how long it will take us to complete those projects before we can  
643 come back to finish your unfinished project. **The Customer must pay us the balance in full**

644 owed on the invoices or Contracts when we are done with other doable tasks of the project  
645 on the day we can no longer continue the project due to lack of parts. The Customer also  
646 agrees to pay us the minimum \$95 daily trip charges and the minimum \$400 remobilization  
647 fees + any additional labor fees & part costs for additional tasks to be performed by us **ahead**  
648 **of time and in full** for us to come back and continue the project.

649 **Working Days & Hours:** Our normal working days are usually Monday to Friday, **between**  
650 10 a.m. and 7 p.m. excluding official holiday. Sometimes we go shopping for parts before we  
651 head toward the Customer's Jobsite, or may arrive after 10 a.m. for personal reasons, or may  
652 go to the local disposal facility to get rid of the construction trash and may get to the Jobsite  
653 after 10 a.m. During the wintertime, we may choose to leave the Jobsite sooner due to bad  
654 weather, poor road conditions, narrow and dangerous roads around the Jobsite, darkness,  
655 personal reasons, ...etc.

656 **Mental Illness:** It is a well-known fact to some experts ([Fortune Magazine, World Mental](#)  
657 [Health Day 2017: Illness in the Workplace Is More Common Than You Might Think, by](#)  
658 [Natasha Bach, October 10, 2017](#)) that currently approximately 20% of the population are  
659 mentally challenged. That is, one (1) out of every five (5) Customer we serve could be  
660 potentially mentally challenged. Our hearts go to these people as most likely it is not their fault  
661 that they have mental disorders. It has been our unfortunate experience over the decades  
662 that often misunderstanding, and complications arise from dealing with these kinds of people  
663 during the project which cannot be peacefully resolved. We strongly suggest that if that is  
664 your case, please let another healthy member of your family or a good healthy friend to be  
665 our liaison without you interfering with his or her decisions on dealing & working with us so  
666 we can complete your project peacefully & successfully! Thank you for your considerations in  
667 advance.

668 We expect the Customer to be considerate, polite, reasonable, and cooperative, and  
669 friendly to us as we will be to them. **We will not tolerate rudeness, picky people,**  
670 **perfectionists, or people who try to tell us how to do our work.** If any problems,  
671 disputes, disagreements, or dissatisfactions arise between the parties (NERR & the  
672 Customer) during the project, NERR has the right to quit working and end the project to  
673 avoid further complications and problems. In these cases, the Customer is still fully liable to  
674 pay the remaining of his/her balance in full for the entire project. If we quit working due to  
675 the above problems, and if the Customer wishes us to come back and finish the project, and  
676 if we agree to do so, we will have the right to demand that the Customer pay us the

677 remaining balance in full before we come back to complete the project. In that case, all  
678 given discounts, if any, will be forfeited as well! Also, at least an additional \$400 will be  
679 added to the balance for re-mobilizing tools, equipment, and supplies back to the Jobsite +  
680 a minimum of \$95 per trip per day to the Jobsite. These fees must be pre-paid by the  
681 Customer.

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

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

696 **Workmanship Guarantee: All given workmanship guarantees must be in writing.**  
697 **Verbal or other form of non-written workmanship guarantees shall be invalid for all**  
698 **projects, Contracts, Change orders, Invoices, claims, ... etc.** All Limited Workmanship  
699 Guarantees, if any, start on the 1<sup>st</sup> day of the project and end either after the 1<sup>st</sup> repair is  
700 done during the guarantee period or ends after the number of guarantee days we have  
701 given you in the written limited workmanship guarantee. For example, if we have given you  
702 a 90-day Limited Workmanship Guarantee, the guarantee ends 90 days from the 1<sup>st</sup> day of  
703 the project if no guarantee repair is requested by you. However, if you request a guarantee  
704 repair 45 days after the 1<sup>st</sup> day of the project, then your guarantee period ends on the day  
705 we do the repair. Similarly, if we have given you a 90-day Comprehensive Workmanship  
706 Guarantee, the guarantee ends 90 days from the 1<sup>st</sup> day of the project if no guarantee  
707 repairs are requested by you. However, if you request multiple guarantee repairs, your  
708 guarantee ends when the last repair is done based on the specifics of your Comprehensive  
709 Workmanship Guarantee. **If you have not purchased a workmanship guarantee from**

710 us, all the work we perform in your projects, are done without any workmanship  
711 guarantee, product warranty, satisfaction guarantee, minimum expected  
712 expectations, expected guarantee, or any specific industry standards. In other  
713 words, the work will be done on “As Is” bases without assuming any liabilities or  
714 promises whatsoever! In a Contract, or separately in writing, at our discretion, we may  
715 give the Customer a 30-days written workmanship guarantee for an additional fee or give  
716 the Customer a 30-day workmanship guarantee as an incentive to motivate the Customer to  
717 write an online review if they are fully satisfied with our work. If you wish to have a Limited  
718 Workmanship Guarantee or a Comprehensive Workmanship Guarantee, you must ask us  
719 in writing before you sign a contract with us. Then, we will add an additional fee of 10% to  
720 20%, on the top of what we normally charge a Customer, to the total cost (of all Contracts  
721 and Invoices) of your project(s.)

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

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

739 The maximum number of repairs or trips will be limited to what is specified in the  
740 written guarantee. No additional repairs will be done even if the previous guarantee  
741 repairs fail later or if the repairs are not satisfactory to the customer for any reasons  
742 whatsoever! In other words, we will not do unlimited repairs of the same issue, same



743 defect, same problem, or any other problems beyond the maximum number of repairs  
744 or trips specified; and, the quality of workmanship guarantee repair is not guaranteed  
745 in any shape or form; satisfaction is not guarantee either, There will be no  
746 moneyback guarantee either under any circumstances whatsoever!!!

747 Customers are not allowed to tell us how to do our work during the project even if they  
748 have given us written protocol or any written industry standard prior to signing a contract  
749 with us. Also, Customers are not allowed to tell us how to do our guarantee repair work or  
750 any repair work either. The customer must pay us for labor, parts, and other costs in  
751 advance, whatever we determine the costs will be, if we ever agree to do any work or the  
752 repair work the particular way the customer demands us to do. The material & parts which  
753 you bought for your project or installed by you after we finished the project or during the  
754 project are not covered under this guarantee and you need to supply us with them again for  
755 us to do the repairs. If an area needs to be repaired by us and you have installed something  
756 on it, you must remove it at your own costs and risks so we can do the repair work. Then,  
757 you also must re-install the removed item yourself, if you wish, but at your own costs and  
758 risks. If the removed item is not re-installable for any reasons whatsoever after we have  
759 done the repairs, or after we removed it, the Customer must buy them or buy something  
760 else that fits again at his/her own costs.

761 If your E&C does not show any guarantee, you must specifically ask for a written guarantee  
762 if you wish, so we can include that additional cost in the Contract. We do not give guarantee  
763 for any landscaping work we do as many environmental factors (such as improper watering,  
764 lack of sunshine, improper fertilization, disease, improper use, or treatment, ... etc.) Which  
765 are out of our control can adversely affect the quality of work done after we complete the  
766 project. Quality of our workmanship or Customer satisfaction for quality of work is not  
767 guaranteed under any circumstances or by any means for any projects or any  
768 workmanship guarantee repairs. NERR assumes that the Customer has done his/her  
769 homework in finding us as a contractor with a good [online](#) reputation for their project.  
770 We will do the work based on our preferences and expertise. If the Customer wishes  
771 us to follow certain protocol or standard, or do the work in certain way, then the  
772 Customer must provide us with that written protocol or standard before they sign any  
773 Contract with us so we can price it accordingly. People who are picky, unreasonable,  
774 or perfectionists are advised to seek help for their projects elsewhere!!! Also, our  
775 guarantees, if any, are not a "money back guarantee" or "satisfaction guarantee" under  
776 any circumstances or by any means whatsoever!"

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

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

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

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

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

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

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

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

813 We charge a minimum fee of \$95 for making a house call for a “False Alarm.” A False Alarm  
814 is when a Customer who has a written workmanship guarantee from us, calls us to do a  
815 guarantee repair and we find out that the problem is not associated with the work we have  
816 done or is a “cosmetic” issue which is not covered under our workmanship guarantee. Again,  
817 we do not cover “cosmetic” issues in our workmanship guarantee at all! Anything that is not  
818 functioning correctly or has lost its integrity (technical problems) and is due to how wrongly  
819 installed or wrongly repaired, is covered. For example, plumbing leaks, loose tiles, toilet  
820 leaks, faucet leaks, shower or tub leaks, roof leaks, window leaks, loose grout, electrical  
821 problems, mechanical problems, doors or windows not functioning correctly, ... etc. are  
822 considered technical problems and are covered under our workmanship guarantee if you  
823 have a written workmanship guarantee from us. If any of the above problems are caused by  
824 foundation settlings, floods, storms, earthquakes, acts of wars, acts of nature, other  
825 contributing problems in the house/facility, terrorism, alterations/modifications done by the  
826 Customer, act of another contractor hired by the Customer, defective products, or anything  
827 that has caused damage to the project NERR has completed, then these problems **are not**  
828 **covered** under our workmanship guarantee. All other non-technical issues fall under  
829 “cosmetic” issues and problems and **are not covered** by our guarantees. **We will be the sole**  
830 **judge of what is a cosmetic issue or what is a technical problem.** In addition to the  
831 minimum \$95 house call fee, if we decide to do the requested repairs, we will charge our  
832 regular labor rate + material costs if the (former) Customer still want us to remedy the problem  
833 they have, or they think they have. Crack or fracture repairs (cracks or fractures in walls,  
834 ceilings, floors, ground, decks, ... etc.) are not guaranteed in any shape or forms because the  
835 cracks are normally due to settling problems or severe storms and we have no control over  
836 them. We normally advise the Customer to remedy the conditions which contribute to settling  
837 problems before we repair the cracks or before fixing a door or a window which is not  
838 functioning correctly. Remedies suggested by us often include installation and **regular &**  
839 **proper use** of sprinkler systems, soaker hose systems, and/or foundation repairs. We  
840 strongly suggest that the Customers consistently and regularly (especially during the hot

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

843 **Disputes, Disagreements, Legal Actions, Late Fees, Etc...:** The Customer agrees that no  
844 lawsuit or legal actions or claims will be filed by the Customer against us later than 3 months  
845 after we claim that the project was completed. Furthermore, the Customer agrees that no  
846 lawsuit, legal actions, or claims will be filed against us or against our liability insurance or  
847 against our bond by the Customer later than 3 months after we quit and leave the jobsite due  
848 to disputes, disagreements, or rudeness by the Customer.

849 All involved parties (NERR, our sub-contractors, the Customer) **must first try extremely**  
850 **hard** to resolve their disagreements between themselves without filing lawsuit against each  
851 other. If this process fails, all involved parties **must** utilize services of a professional  
852 mediator to try to come to a settlement. If the Customer believes that he/she is entitled to  
853 some monetary compensation from NERR, then the Customer must file his/her claim with  
854 our liability insurance provider or our bond provider if the above efforts fail. If this process  
855 also fails, then all parties must inform the opposite parties, in writing, of their intension of  
856 filing a lawsuit and clearly, with supporting documents, indicate in details (including  
857 monetary values of claims if applicable) the reasons for the lawsuit. If the total monetary  
858 claims are within the limits of the county's small claim court, this lawsuit **must** be filled and  
859 processed through the county's small claim court where our business is located at the time  
860 of filling even if the work was done in a different county or State.

861 A 15% (APR, compounded daily) late fee will be added, by NERR, to each late payment  
862 plus additional legal fees, attorney's fees, mediator fees, and other out of pocket fees and  
863 costs (see **Attorney's & Legal Fees** below for more details) for collecting the unpaid  
864 balances, settling disputes and disagreements, forfeited discounts, late payment fees and  
865 penalties, labor & volume discounts, and all other financial damages done to NERR  
866 (including to NERR's employees, workers, and sub-contractors.) Payments are considered  
867 late if not paid in full on the due date and due time as we indicate to you. In case of  
868 nonpayment(s), short payment(s), charge back(s), and or disputes over payment(s) or  
869 disputes over the scope of work, quality of work, method of work,...claims of defective work,  
870 etc. which would results in utilization of services of collection agencies / attorneys,  
871 arbitrators, mediators, or use of the legal system by either parties, all discounts, incentives  
872 the Customer may have received from us, guarantees and warranties (if any) and the labor  
873 & volume discounts (if any) are automatically, permanently, and immediately voided for the

874 entire project regardless of who is at fault! In this case, all, if any, given discounts,  
875 incentives, guarantees & warranties, labor & volume discounts, will be forfeited and  
876 payable immediately by the Customer.

877 No cancellations, rescheduling, or omission of the project, or omission of any tasks of the  
878 project are allowed by the Customer without written permission from NERR once the E&C is  
879 signed and is binding by both parties (NERR & the Customer.) If the Customer wishes to  
880 cancel after he or she has signed the E&C, the Customer is fully obligated to pay for the  
881 labor cost of the entire projects + the costs of all parts including the costs of any special  
882 orders, if any. **Project deposits are non-refundable under any circumstances once the**  
883 **Contract is signed and is binding by both parties except** if NERR does not start the  
884 project within one (1) week (7 days) after the definite starting date indicated in the Contract  
885 without a written consent from the Customer. In this case, NERR will fully refund the  
886 deposit back to the Customer if the Customer still wishes to cancel. Any changes to the  
887 scope of work by the Customer will be addressed in a change order Contract or invoice with  
888 labor costs, part costs, and other usual fees, only if NERR agree and allow the changes.  
889 The labor rates for the change orders will be the same as the labor rates of the main/initial  
890 E&C. Similarly, if hidden problems are discovered or unanticipated complications are  
891 encountered during the project, change orders or invoices with remedial costs will be issued  
892 after consulting with the Customer. **Change order Contracts must be pre-paid in full and in**  
893 **advance at the time of signing the Contract, invoice, or Change Order Contract.**

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

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

912 **Attorneys' & Legal Fees:**

913 In case of disputes, disagreements, lawsuits, arbitration, mediation, legal actions, ...etc. by  
914 either or involved parties, the prevailing party shall have the right to collect from the losing  
915 party all its reasonable legal costs within the **laws of the State of Washington and other**  
916 **States if applicable** and necessary disbursements and attorneys' fees, mediator's fees,  
917 arbitrator's fees (“Costs”) incurred in enforcing this GT&C, the E&Cs, Invoices, Change  
918 Orders, and other matters. These Costs shall also include, but not limited to, discoveries of  
919 given discounts, late fees, late payment penalties, interest on unpaid balances, filing fees,  
920 fees for serving the summons, complaint, damages done to NERR's public reputation and/or  
921 to NERR business owner's reputation, and other court papers, fees to pay a court reporter  
922 to transcribe depositions (pretrial interviews of witnesses) and in-court testimony, private  
923 investigator fees, expert testimonies fees, photocopy of court papers and exhibits, postal  
924 fees, tools & equipment rentals, and if a jury is involved, to pay the daily stipend of jurors,  
925 time spent on preparing and dealing with the lawsuit at a rate of \$50/hr., ... etc. The losing  
926 party shall be held responsible for **ALL** of both parties' court costs and **ALL** other legal  
927 costs if not mentioned above.

928 **Payments:**

929 For big projects, at least 50% of the total amount is required on the day both parties sign a  
930 Contract and the remaining balance is due on the last day of the project. If the Contract  
931 includes special orders, NERR will require the Customer to pre-pay for the special orders in  
932 addition to the 50% deposit. For all projects, small or large, the last day of the project is when  
933 we submit to you the invoice for the remaining balance or when we verbally or in writing  
934 announce to you that the project is completed. If the Customer fails to pay his or her invoices  
935 or the balances of his or her Contracts **in full** as we request, the Customer instantly loses all  
936 discounts, incentives given, workmanship guarantees & warranties, if any. A 15% APR  
937 (compounded daily) late fee will be added to each late payment plus additional legal fees (see  
938 **Attorneys' & Legal Fees** above) for collecting the unpaid balances. Payments are

939 considered late after the due time & date. If you (the Customer) have agreed to write an  
940 online review (good or bad) according to the E&C, the Customer's review must be posted on  
941 the last day of the project and before the Customer make his/her final balance payment (even  
942 if balance payment is paid partially by the Customer.) In this case, the online review is  
943 equivalent to the labor discount and volume discount or any other discounts you have  
944 received for the project. If you fail to write & post the online review before making your final  
945 balance payment, or change your mind about writing & posting the online review, you will  
946 lose the labor discount and the other discounts you had received in the E&C you signed. We  
947 do not accept promises from our Customers who want to take the discount and write & post  
948 the review later!

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

962 Customers are not allowed to hire other contractors to come and do work at locations where  
963 we are working without prior **written** authorization from us. If the Customer violate this rule,  
964 then the Customer is liable to compensate NERR if we find out that some of our tools,  
965 equipment, or supplies are missing. Also, the Customer is liable to compensate (labor,  
966 parts, and other losses) NERR if the act of the hired contractor delays the completion of our  
967 project or if their act slowdown the progress of our project in any shape or form. The labor  
968 rate of compensation will be the same rate we have been charging the Customer in the  
969 ongoing Contract. The compensation amount must be paid by the Customer as soon as  
970 we request for payment of the compensation.

971

972 **Other legal Issues:**

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

978 **Liability Issues:**

979 Our maximum liability due to accidental damages to a Customer's property is limited to the  
980 total amount of labor fee we have charged a Customer for the task we were performing  
981 when the accident happened! For other liability issues, please read the details of our  
982 general liability insurance policy and the details of our bond which are available at our NERR  
983 Website, on the Home Page, under “License & Insurance” tab before signing any Contract  
984 with us. Also, do not sign any Contract with us if you feel like our liability insurance and our  
985 bond do not meet your particular needs or concerns. We also strongly suggest that you  
986 consult with an insurance lawyer to make sure you understand the details of our general  
987 liability insurance policy and our bond and their limitations and exclusions. We will not be  
988 liable to pay anything to a Customer, anyone associated with the Customer, any  
989 subcontractor, or supplier, in any shape or forms beyond the limits of our bond or what our  
990 liability insurance decides to pay, if any!

991 **Contraction of Infectious Diseases:** We try to be careful, clean, and conscientious about  
992 health and safety of ourselves and all whom we interact with, deal with, and work with. By  
993 no means, in any shape or form, or under any circumstances whatsoever, NERR, its  
994 subcontractors, employees, contract workers, or suppliers assume liabilities of any kind, if a  
995 Customer, Customers’ family members and/or pets, and/or other occupants or associates of  
996 the Customer get infected by viruses and/or bacteria of any kind by coming into contact with  
997 us before, during, and/or after any project or business transactions.

998 Similarly, NERR assumes no liabilities of any kind if our employees, contract workers,  
999 subcontractors, and/or our suppliers get infected by viruses and/or bacteria of any kind by  
1000 coming into contact with us or coming into contact with the Customer for any reasons  
1001 whatsoever.



1002 **Any person or entity that wishes to work with us that may get infected by coming into**  
1003 **contact with us in any shape or form whatsoever does so at his or her own risk!**  
1004

1005 **Blogs & Posts:** Please consult with your attorney, interior designer, medical doctor,  
1006 healthcare provider, financial consultant/planner, accountant, other contractors, architect,  
1007 State or local licensing government offices/agencies, and/or other professional advisor,  
1008 etc. ... for advice concerning your particular circumstances. The information contained in  
1009 our blogs and posts are for general informational and educational purposes only and  
1010 should not be construed as professional, financial, or legal advice or an expert opinion on  
1011 specific facts, issues, or circumstances. The information or opinions contained within our  
1012 blogs & posts should not be construed by any consumer and/or prospective  
1013 Customer/client as an offer to sell or the solicitation of an offer to buy any particular  
1014 product or service. NERR does not guarantee the accuracy of this information or any  
1015 results and further assume no liability in connection with these publications, including but  
1016 not limited to any suggestions contained herein. **Any person or entity that, in any shape**  
1017 **or form whatsoever, relies on the information contained in our blogs & posts does so**  
1018 **at his or her own risk!**  
1019

1020 **Availability:**

1021 It all depends on the work load we have on hand when you contact us. Generally, we can  
1022 meet you for an initial consultation a few days after you contact us, if not immediately. How  
1023 readily we can respond to emergencies depends on our availability, but we can normally  
1024 accommodate you immediately or quickly.

1025 For guarantee repairs during the guarantee period, our availability depends on the work load  
1026 we have on hand. You must be patient until we find an adequate time frame to come and do  
1027 the repair work. Please note that most of our projects take 3 to 4 weeks to complete and we  
1028 are often fully booked for a few months ahead of time. For small guarantee repairs, we  
1029 normally can fit your repair needs within our ongoing projects. We do most of the guarantee  
1030 repairs during the weekends when we are not working on other projects during the weekends.

1031 **References:**

1032 A list of up to three (3) references will be provided to a potential Customer upon a written

1033 request before signing a Contract with NERR. Please also read the reviews our formers  
1034 Customers have posted on Google.com, YP.com, AngiesList.com, Yelp, Better Business  
1035 Bureau (BBB.org), and other places on the internet. We will only provide references to  
1036 potential Customers who have studied our E&C and this GT&C and fully agree to them and  
1037 are potentially ready to sign them.

1038 **Contact Information:**

1039 David Sabet  
1040 Business Owner  
1041 Mailing Address:  
1042 2305 Kildane Way, SE  
1043 Olympia, WA 98501

1044  
1045 Office Tel: 360-706-9097  
1046 Mobile Tel: 360-706-9097

1047  
1048 Normal Business Hours: **Between** 10:00 am and 7:00 pm, Mon-Fri.

1049  
1050 We are normally open 5 days a week to work on projects and occasionally serve potential  
1051 new Customers on weekends as well at our sole discretion.

1052 **24 Hour Emergency: Call 360-706-9097**

1053 Email: [ServiceNow@NewEraRemodeling.com](mailto:ServiceNow@NewEraRemodeling.com)

1054 Website: [www.NewEraRemodeling.com](http://www.NewEraRemodeling.com)

1055 **Additional Fees Before, During, and/or After the Project:**

1056 Some Typical **Minimum Labor** Charges/Fees - Some of these tasks will be done by our  
1057 licensed expert sub-contractors (Sales Taxes are not included):

- 1058
- 1059 • Sampling a wall for paint color matching: \$75
  - 1059 • Building or installing a niche in a shower: \$450
  - 1060 • Building or installing and tiling a niche in a shower: \$675

- 1061 • Replacing 1 vanity faucet: \$120
- 1062 • General Handyman work: \$90 for the 1<sup>st</sup> hour, \$45 per hour thereafter in 30 min.
- 1063 increments
- 1064 • Installing seamless shower glass guard with correcting the wall and the floor, up to 30”
- 1065 wide: \$450
- 1066 • Replacing 1 wall light fixture above a vanity: \$90
- 1067 • Replacing an ordinary toilet with a new ordinary one: \$120
- 1068 • Replacing an ordinary toilet with a new skirted one: \$200
- 1069 • Replacing a skirted toilet with a new skirted one: \$200
- 1070 • Assembling a toilet: \$60
- 1071 • Picking up 1 item from a local store on behalf of a Customer: \$75
- 1072 • Separating the ceiling color from the wall color for 1 average size room: \$80 to \$120
- 1073 • Separating 2 colors on walls in 1 average size room: \$160
- 1074 • Replacing a door lock with a new same/similar lock: \$75
- 1075 • Adjusting a door’s latch/catch: \$65
- 1076 • Replacing a weather stripping on a door: \$75
- 1077 • Building a small triangular bench at a corner of a shower and tiling it: \$650
- 1078 • Replacing a typical average size flat mirror with 1 framed mirror in a bathroom: \$125
- 1079 • Replacing a typical average size flat mirror located above a double sink vanity with 2
- 1080 framed mirrors in a bathroom: \$225 (wall repairs and/or painting not included!)
- 1081 • Replacing an exhaust fan with a new same size in a bathroom: \$400
- 1082 • Installing an exhaust fan with 1 switch on the wall in a bathroom: \$800
- 1083 • Installing 1 recessed ceiling light in a bathroom and connecting it to an existing wall
- 1084 switch: \$450
- 1085 • Installing 1 recessed ceiling light in a bathroom and connecting it to an independent
- 1086 new wall switch: \$650
- 1087 • Wiring & installing an electric outlet on wall without cutting the sheetrock for passing
- 1088 wires: \$175 to \$350
- 1089 • Wiring & installing an electric outlet or a wall switch by cutting the sheetrock for passing
- 1090 wires + patching the sheetrock, texturing, and painting the repaired areas only: \$400-
- 1091 \$650
- 1092 • Installing bullnose tiles or metal tile trims or PVC tile trims in shower or shower/tub
- 1093 \$240 to \$360
- 1094 • Revising a contract due to changes made by the Customer: \$50

- 1095 • Moving an outlet a few inches to a new location: \$120
- 1096 • Moving a double gang electric switch box a few inches to a new location: \$320
- 1097 • Installing a grab bar in a shower on tiles: \$75 each
- 1098 • Replacing towel bars, towel hooks, toilet paper holder, etc.: \$40 each
- 1099 • Installing 1 row of accent tile in a shower: \$240
- 1100 • Moving location of a wall light fixture located above a vanity: \$280
- 1101 • Fixing, texturing, and painting a wall where a mirror was removed: \$180
- 1102 • Staining an average size vanity cabinet without changing the color: \$380
- 1103 • Staining an average size vanity cabinet and changing the color: \$680
- 1104 • Painting an average size vanity cabinet without changing the color: \$175
- 1105 • Painting an average size vanity cabinet and changing the color: \$680
- 1106 • Installing a Prehung door, caulking and painting it: \$675
- 1107 • Tiling an average bathroom floor (about 40 Sf) with 12"x24" tiles: \$685
- 1108 • Replacing, caulking, and painting base boards in an average bathroom (about 40 sf in size): \$165
- 1109 • Installing a standard size recessed medicine cabinet: \$360
- 1110 • Installing a spa shower fixture instead of a regular simple fixture: \$250
- 1111 • Fixing, texturing, painting a wall section behind a big mirror after the big mirror was removed in preparation to install 2 framed mirrors: \$225
- 1112 • Painting walls & ceiling of an average size guest bathroom (1 color): \$300
- 1113 • Painting walls & ceiling of an average size master bathroom (1 color): \$600
- 1114 • Painting walls & ceiling of a small size closet (1 color): \$240
- 1115 • Painting walls & ceiling of an average size master closet (1 color): \$600 to \$900
- 1116 • Painting walls, ceiling, and shelves of an average size pantry (1 semi-gloss color): \$500 to \$800
- 1117 • Drywall repairs, less than 2 sf, texture & paint: \$275
- 1118 • Replacing a bathroom door with a same size pre-hung door + caulking & painting the door on both sides: \$650
- 1119 • Replacing an exterior entry door, including caulking & painting the jamb and the casings: 700
- 1120 • Texturing & painting an average guest bathroom (1 color for ceiling & walls): \$675
- 1121 • Texturing & painting an average master bathroom (1 color for ceiling & walls): \$1,200
- 1122 • Install a ½ glass wall / splash guard for a shower (parts & labor): \$1,200
- 1123 • Barn Door: Installation of a pre-finished, pre-painted, or pre-stained barn door: \$475

- 1129 • 1 Glass Shower Guard (up to 30" wide) installation without correcting the wall and the  
1130 floor: \$300
- 1131 • Replacing a bathroom water fixture without replacing the water valves or the water  
1132 supply hoses: \$120
- 1133 • Replacing a bathroom water fixture and replacing the water valves and the water  
1134 supply hoses: \$160
- 1135 • Plumbing for replacing a simple shower water fixture with 1 handle and 1 shower head:  
1136 \$400. This price does not include breaking the wall and fixing the wall after the  
1137 plumbing work is done.
- 1138 • Plumbing for replacing a simple shower water fixture with a spa shower fixture with 1  
1139 handle and 1 shower head: \$600 or more depending on the complexity of the  
1140 installation. This price does not include breaking the wall and fixing the wall after the  
1141 plumbing work is done.
- 1142 • Adjusting the location of a drain in a shower after demolition: \$320
- 1143 • Adjusting the location of a drain in a shower including initial demolition: \$480
- 1144

## 1145 Privacy Policy

1146 You are welcomed to use our NERR internet Website(s). NERR wants you to know what  
1147 information we learn about you when you visit our Website(s), what we do with that  
1148 information and any other information you voluntarily provide us through our Website(s) or by  
1149 other means and how you can view or change the information we have. This privacy policy  
1150 describes our information collection and use practices on our Website(s). It does not apply to  
1151 information you might provide on one of our possible partners or affiliates, nor does it apply  
1152 to information you may provide to us through other forums, including offline or through  
1153 electronic mail.

1154  
1155 We do not share or resell any information you provide to us. We are dedicated to ensuring  
1156 your privacy and the confidentiality of any personal information.

1157  
1158  
1159

1160 **Information Collected at NERR’s Website(s):**

1161 There are two types of information that we can learn about you as you browse and use  
1162 NERR’s Website(s.) Each type of information can be used in a different way.

1163 1. Internet-related Information - generic statistical and demographic information that we may  
1164 gather passively from visitors to the Website(s).

1165 2. Personal Information that you provide when registering, ordering online, entering a  
1166 promotion, or contacting us.

1167 **Internet-Related Information Gathered Passively:**

1168 We may collect Internet-related Information from visitors to our Website(s), including the  
1169 referring URL, your IP address, which browser you used to come to the Website(s), the  
1170 country, state or province, the pages of our Website(s) that you viewed during your visit and  
1171 any search terms entered on our Website(s), etc. for the purposes of system administration,  
1172 to gather broad demographic information, and to monitor the level of activity on our  
1173 Website(s). We may track Customers' traffic patterns throughout their online sessions,  
1174 including which pages or specific URLs a Customer views while using the Website(s). We  
1175 may use your Internet-related Information to diagnose problems with our servers and software  
1176 and to administer our Website(s). We may share aggregated statistics about pages viewed  
1177 on our Website(s), demographic information and sales and other shopping information with  
1178 third parties to enrich your visitor experience.

1179 **Actively Collected Personal Information You Provide:**

1180 If you provide information about yourself by registering at our Website(s), ordering a product,  
1181 requesting services, filling out a survey, entering a promotion (including contests,  
1182 sweepstakes, offers and rebates) or otherwise voluntarily telling us about yourself or your  
1183 activities, we will collect and use that Personal Information to respond to your request, and  
1184 for other internal business purposes, including identifying consumer preferences and  
1185 improving our products and services and the content of our Website(s). This information may  
1186 be disclosed to our staff and to third parties involved in the completion of your transaction, the  
1187 delivery of your order, requested services, or the analysis and support of your use of the  
1188 Website(s). Please note that if you provide an email address and chose to access our

1189 Website(s) through links we send to that email account, NERR and to third-parties NERR has  
1190 Contracted with may collect personally identifiable information about your behavior, including  
1191 purchasing behavior, time spent on the Websites, and any downloaded materials. This  
1192 information will only be used for re-marketing purposes by NERR and will not be sold to any  
1193 third party. We may also contact you by email, regular mail, fax, text message, or telephone  
1194 from time to time with information about our new products and services, special offers,  
1195 upcoming events, and changes to our Website(s.) If you do not wish to be contacted by all or  
1196 any of these methods, you may let us know by sending an email message to us at  
1197 [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com). Please be sure to give us your exact name and  
1198 address, and your detailed request so we can respond appropriately.

#### 1199 **How to Access or Modify Your Personal Information:**

1200 You have the right to access and modify your Personal Information if we store them at our  
1201 Website(s). If you have registered with our Website(s), you can access or modify your stored  
1202 Personal Information by accessing the "My Account" areas of the Websites, or you can access  
1203 and change your Personal Information by contacting us at  
1204 [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com). Your information will be updated within 10 business  
1205 days.

#### 1206 **Sharing Information:**

1207 If you provide us with your consent, we may share your Personal Information with our affiliates  
1208 and business partners with whom we have joint marketing arrangements. We may also give  
1209 you the opportunity, at the time that you provide us with your contact information, to have your  
1210 information shared with other third parties or posted on our Website(s) for reasons we will  
1211 describe at the time we make the request. If you do not want us to share your Personal  
1212 Information with our marketing affiliates and business partners, then please let us know by  
1213 contacting us at [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com) or via mail at NERR, Website  
1214 Privacy, 2305 Kildane Way, SE, Olympia, WA 98501, or via telephone at 360-706-9097.

1215 We employ other companies to perform certain functions on our behalf, such as fulfilling  
1216 orders, delivering packages, re-marketing services and services related to the design,  
1217 maintenance and improvement of our Website(s) and our database and related systems.  
1218 These companies have access to your information. We may arrange with a payment  
1219 processing company to process your credit card related purchases. They use SSL encryption

1220 of your credit card information. Please let us know if you wish to access this company's  
1221 Website(s) and privacy policy to read more about the security measures they employ. We  
1222 have arranged with third party providers to help us with marketing services and information  
1223 gathering. They may collect anonymous information about your visits to our Website(s), and  
1224 your interaction with our products and services. They may also use information about your  
1225 visits to this and other Web Websites to target information for goods and services. This  
1226 anonymous information is collected using a pixel tag, which is industry standard technology  
1227 used by most major web Websites. No personally identifiable information is collected or used  
1228 in this process. They do not know the name, phone number, address, email address, or any  
1229 personally identifying information about the user.

1230 Regardless of whether you have provided us with consent, we will share your information with  
1231 those companies that perform certain functions on our behalf under Contract to us, and as  
1232 may be necessary to comply with applicable laws, police investigations, or in legal  
1233 proceedings where disclosure of such information is relevant and permitted by law. NERR will  
1234 also assign, sell, license, or otherwise transfer to a third party your name, address, e-mail  
1235 address, member name and any other Personal Information in connection with an  
1236 assignment, sale, joint venture, or other transfer or disposition of a portion or all of the NERR  
1237 service, or the assets, business or stock of (if any) NERR.

#### 1238 **Links to Other Websites:**

1239 On our Website(s), we may provide as a convenience to you links to other Websites, including  
1240 Websites operated by us, our partners, associates, or independent third parties. These links  
1241 are provided as a convenience to you. Each Website has its own privacy practices, as  
1242 described in that Website's privacy policy. Those practices may be different than the practices  
1243 described herein, and we urge you to read each Website's privacy policy carefully before you  
1244 use or submit information to that Website. Additionally, to the extent that you follow a link to  
1245 a Website operated by an independent third party, please be aware that we exercise no  
1246 authority or control over that third party, and cannot and are not responsible for any  
1247 information that you may submit at that Website.

#### 1248 **Where We Store and How We Secure Your Personal Information:**

1249 Your Personal Information may be kept in a database held on servers kept in a physically and  
1250 technologically secure environments located outside our local business location accessed



1251 only by authorized personnel or Contractors who are required to keep your information  
1252 confidential. All transmissions of your credit card information are encrypted. We also have in  
1253 place internal procedures to confirm general company compliance with this Policy.

1254 Your information may be transferred to NERR, located in [Olympia, the State of Washington,](#)  
1255 [United States of America](#), which location may be outside of your own state and/or country,  
1256 and by providing us with your information, you are consenting to such transfer. Although we  
1257 will use all reasonable efforts to safeguard the confidentiality of any Personal Information  
1258 collected, we will not be liable for disclosure of Personal Information obtained due to errors in  
1259 transmission or the unauthorized acts of third parties.

#### 1260 **Important Note to Kids:**

1261 We do not wish to obtain personal information from children under 18 who are using our  
1262 Website(s) unsupervised. Before providing us your name, address, e-mail address or any  
1263 other personal information, be sure to ask your parents or guardian for permission. Parents  
1264 and/or guardians are responsible for supervising the activities of their children while their  
1265 children use our Website(s).

#### 1266 **Username and Password:**

1267 You are responsible for maintaining the confidentiality of your username and password. You  
1268 shall be responsible for all uses of your membership, whether or not authorized by you. You  
1269 agree to immediately notify NERR of any unauthorized use of your username or password.

#### 1270 **Cookies:**

1271 Like many other commercial Websites, we may utilize a standard technology called a "cookie"  
1272 to collect information about how our Website(s) is/are used. A cookie is a small data text file,  
1273 which a Website stores on your computer's hard drive (if your Web browser permits) that can  
1274 later be retrieved to identify you to us. Cookies were designed to help a Website recognize a  
1275 user's browser as a previous visitor and thus save and remember any preferences that may  
1276 have been set while the user was browsing the Website. A cookie cannot be read by a  
1277 Website other than the one that set the cookie. Cookies can track that you are authenticated  
1278 to the Website, personalize home pages, identify which parts of a Website may have been  
1279 visited or keep track of selections, such as those selected in a "shopping cart." Our cookies

1280 may collect your domain name and track your selections through our Website(s). A cookie  
1281 cannot retrieve any other data from your hard drive, pass on a computer virus, or capture your  
1282 e-mail address. The cookies make your use of the Websites easier, make the Websites run  
1283 more smoothly and help us to maintain secure Website.

1284 To make a purchase at the NERR Online Store (if there is one,) you need to have all cookies  
1285 enabled. Cookies are tiny text files stored on your computer when you visit certain web pages.  
1286 We use cookies to keep track of what you have in your basket and to remember you when  
1287 you return to our stores. Cookies cannot harm your computer and do not contain any personal  
1288 or private information. For information about how to disable cookies, please consult your web  
1289 browser's help menu or seek help elsewhere.

1290 **We reserve the right to change or update this GT&C at any time we wish. We will send**  
1291 **an e-mail message to previously registered visitors and inform them of the update. We**  
1292 **also reserve the right to change or update our GT&C again before we sign a Contract**  
1293 **with a Customer even if we have already given the Customer a copy of our older version**  
1294 **of the GT&C. In this case, the updated version automatically voids the older versions!!!**

1295 **What to Do If You Have Questions or Concerns about Your Information, or If You**  
1296 **Need to Contact Us:**

1297 If you are a registered user of our Website(s), and If you need information or have any  
1298 questions or concerns about this Privacy Policy or our use of your Personal Information, or  
1299 wish to review all of your Personal Information, you may contact our Director of E-  
1300 Commerce Solutions & Data via e-mail at [contactus@neweraremodeling.com](mailto:contactus@neweraremodeling.com).

1301 In order to facilitate the transfer of data between the United States Of America (USA) and  
1302 European Union (EU) countries, the USA and the EU have entered into a "safe harbor  
1303 program," under which data can be transferred from the EU to participating non-EU  
1304 companies. The program has a set of seven principles, to which NERR complies with  
1305 respect to the data collected and used as described in this Privacy Policy. As part of that  
1306 program, while we strive to respond to your concerns, we recognize that we may not always  
1307 answer all of your questions, and as such if you are an EU resident, we will participate with  
1308 the Data Protection Authority in the country in which you reside. Thus, to the extent that you  
1309 feel that your questions have not been answered, and you are a resident of an EU Member

1310 country, you should feel free to contact the Data Protection Authority of the country in which  
1311 you reside.

### 1312 **Call Monitoring and Recording, Conversation Recording, Privacy Statement:**

1313 As part of our commitment to providing the best possible service, NERR may monitor and  
1314 record phone calls answered by NERR or by its hired answering service company and  
1315 made by NERR or by its hired answering service company. NERR may also archive  
1316 recorded voice mail messages. NERR records calls for training purposes, to improve  
1317 Customer service, and to ensure an accurate record of Client/Customer calls, which may be  
1318 needed to support transactions that take place over the phone or by voice mail messages.  
1319 This allows NERR to identify how NERR can better serve its Customers and/or clients.  
1320 Within the law, NERR may also record conversations with current Customers, former  
1321 Customers, subcontractors, suppliers, or potential Customers for future reference.

## 1322 **Legal Notice**

1323 **Intellectual Property:** Unless otherwise noted, product or service names, designs, logos,  
1324 titles, text, images, audio, and video within our Website(s) and within our internet profiles  
1325 are the trademarks, service marks, trade names, copyrights, or other property of **NERR**  
1326 ("**NERR's** Intellectual Property.") All other unregistered and registered trademarks are the  
1327 property of their respective owners. Nothing contained on our Website(s) or our internet  
1328 profiles should be construed as granting, by implication, stopple, or otherwise, any license  
1329 or right to use any of **NERR's** Intellectual Property displayed on our Website(s) and internet  
1330 profiles without the written permission of **NERR**.

1331 **Emails & Text Messages:** Although e-mail & text messages and all attachments, if any, are  
1332 believed to be free of any virus or other defect that might affect any computer system into  
1333 which it is received and opened, it is the responsibility of the recipient to ensure that it is  
1334 virus-free before opening it and we bear no responsibility for any loss or damage arising in  
1335 any way from its use.

1336 **Use of Our Website(s) and NERR's Internet Profiles:** **NERR** maintains our Website(s)  
1337 and its internet profiles for your personal entertainment, information, education, use, and

1338 communication. Please feel free to browse our Website(s) and our internet profiles. You  
1339 may download material displayed on our Website(s) or internet profiles for non-commercial  
1340 or personal use only provided you also retain all copyright and other proprietary notices  
1341 contained on the materials. You may not, however, distribute, modify, transmit, reuse, copy,  
1342 re-post, or use the content of our Website(s) and internet profiles for public or commercial  
1343 purposes, including the text, images, audio, and video without NERR's written permission.  
1344 Changes periodically are made to the information contained in our Website(s) and internet  
1345 profiles.

1346 While NERR makes every effort to post accurate and reliable information, it does not guarantee or  
1347 warrant that the information on its websites or its internet profiles are complete, accurate, or up to  
1348 date. Any person or entity that relies on any information obtained from these sites does so at his or  
1349 her own sole risk.

1350  
1351 NERR assumes no responsibility for the use or application of any blogs or posted materials. Our  
1352 website and internet profiles are intended solely for the purpose of electronically providing the public  
1353 with general business-related information and convenient access to information resources.

1354  
1355 NERR assumes no responsibility for any error, omissions, inaccuracies, or other discrepancies  
1356 between the electronic and printed versions of documents.

1357 *When reading and using information contained in ours Website(s) or contained in our internet*  
1358 *profiles, please consult with your attorney, financial consultant/planner, accountant, other*  
1359 *contractors, architect, State or local licensing government offices/agencies, tax advisor, and/or*  
1360 *other professionals for advice concerning your particular circumstances. The information*  
1361 *contained in our Website(s) and internet profiles are for general informational and casual*  
1362 *educational purposes only and should not be construed as professional, tax, financial or legal*  
1363 *advice or a legal or professional opinion on specific facts or circumstances. The information or*  
1364 *opinions contained at the above-mentioned sites should not be construed by any consumer,*  
1365 *potential Customer, Customer, and/or prospective client as an offer to sell or the solicitation of an*  
1366 *offer to buy any particular product or service. NERR does not guarantee the accuracy of this*  
1367 *information or any results and further assume no liability in connection with these publications &*  
1368 *claims, including but not limited to any suggestions contained within them.*

1369

1370 **No Warranties; Limitation of Liability:** OUR WEBSITE(S) AND INTERNET PROFILES  
1371 ARE PROVIDED "AS IS" WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND,  
1372 EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED  
1373 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR  
1374 NON-INFRINGEMENT. **NERR** also assumes no responsibility, and shall not be liable for  
1375 any such damages to or viruses that may infect, your computer equipment, software, data or  
1376 other property on account of your access to, use of, or browsing in our Website(s), internet  
1377 profiles, or your downloading of any materials, data, text, images, video or audio from our  
1378 Website(s), internet profiles, or any linked Websites.

1379 In no event shall **NERR**, its employees, agents, officers, shareholders, or owners, or any  
1380 other party, involved in creating, producing, maintaining or delivering our Website(s),  
1381 internet profiles, or any of their affiliates, or the officers, directors, employees, shareholders,  
1382 or agents of each of them, be liable for any damages of any kind, including without limitation  
1383 any direct, special, incidental, indirect, exemplary, punitive or consequential damages,  
1384 whether or not advised of the possibility of such damages, and on any theory of liability  
1385 whatsoever, arising out of or in connection with the use or performance of, or your browsing  
1386 in, or your links to other Websites from our Website(s) or internet profiles.

1387 **Unaffiliated Products and Websites:** Descriptions of, or references to, products, services,  
1388 publications, or Websites not owned by **NERR** or its affiliates do not imply endorsement of  
1389 those product, publication, service, or Websites. **NERR** has not reviewed all material linked  
1390 to our Website(s) and internet profiles and is not responsible for the content of any such  
1391 material. Your linking to any other Websites is at your own risk.

1392 **Communications with our Website(s):** You are prohibited from posting or transmitting any  
1393 unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory,  
1394 pornographic, or profane material or any material that could constitute or encourage  
1395 conduct that would be considered a criminal offense, give rise to civil liability, or otherwise  
1396 violate any law. **NERR** will fully cooperate with any law enforcement authorities or court  
1397 order requesting or directing **NERR** to disclose the identity of or help identify or locate  
1398 anyone posting any such information or materials.

1399 Any communication or material you transmit to our Website(s) or our internet profiles by e-  
1400 mail or otherwise, including any data, questions, comments, reviews, suggestions, or the  
1401 like is, and will be treated as, non-confidential and non-proprietary. **NERR** cannot prevent

1402 the "harvesting" of information from our Website(s) or internet profiles, and you may be  
1403 contacted by **NERR** or unrelated third parties, by e-mail or otherwise, within or outside of  
1404 our Website(s) or internet profiles. Anything you transmit may be edited by or may not be  
1405 posted to our Website(s) or internet profiles at the sole discretion of **NERR**; and may be  
1406 used by **NERR** or its affiliates for any purpose, including, but not limited to, reproduction,  
1407 disclosure, transmission, publication, broadcast and posting. Furthermore, **NERR** is free to  
1408 use any ideas, concepts, know-how, or techniques contained in any communication you  
1409 send to our Website(s) or internet profiles for any purpose whatsoever including, but not  
1410 limited to, developing, manufacturing, and marketing products or services using such  
1411 information.

1412 Although **NERR** may from time to time monitor or review discussion, chats, postings,  
1413 transmissions, bulletin boards, and the like on our Website(s) or internet profiles, **NERR** is  
1414 under no obligation to do so and assumes no responsibility or liability arising from the  
1415 content of any such locations nor for any error, defamation, libel, slander, omission,  
1416 falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any  
1417 information within such locations on our Website(s) or internet profiles. **NERR** assumes no  
1418 responsibility or liability for any actions or communications by you or any unrelated third  
1419 party within or outside of our Website(s) or internet profiles.

1420 **United States Governing Law:** NERR LLC's Website(s) and internet profiles were  
1421 developed in the United States of America in accordance with and shall be governed by,  
1422 and your browsing in and use of our Website(s) and internet profiles shall be deemed  
1423 acceptance of, the laws of the **State of Washington**, United States of America.  
1424 Notwithstanding the foregoing, our Website(s) and internet profiles may be viewed in other  
1425 parts of America or internationally and may contain references to products or services not  
1426 available in all countries or regions. References to a particular product or service do not  
1427 imply that **NERR** intends to make such products or services available in such countries or  
1428 regions.

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1431

Department of Labor and Industries  
Contractor Registration



Example of  
**Disclosure Statement  
Notice to Customers**

1432  
1433

1434 Business Name: New Era Remodeling & Repairs, LLC

1435  
1436

1437 This Contractor is registered with the state of Washington, registration no. NEWERER818OP  
1438 has posted with the state a bond or deposit of \$ 12,000 for the purpose of  
1439 satisfying claims against the Contractor for breach of Contract including negligent or improper  
1440 work in the conduct of the Contractor's business. The expiration date of this Contractor's  
1441 registration is 09/17/2021.

1442

1443 ***THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT***  
1444 ***MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.***

1445

1446 This bond or deposit is not for your exclusive use because it covers all work performed by  
1447 this Contractor. The bond or deposit is intended to pay valid claims up to \$ 12,000 that you  
1448 and other Customers, suppliers, subcontractors, or taxing authorities may have.

1449

1450 ***FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR***  
1451 ***CONTRACT.***

1452

1453 You may withhold a Contractually defined percentage of your construction Contract as  
1454 retainage for a stated period of time to provide protection to you and help ensure that your  
1455 project will be completed as required by your Contract.

1456

1457 ***YOUR PROPERTY MAY BE LIENED.***

1458

1459 If a supplier of materials used in your construction project or an employee or subcontractor  
1460 of your Contractor or subcontractors is not paid, your property may be liened to payment  
1461 and you could pay twice for the same work.

1462

1463 **FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO**  
1464 **PROVIDE YOU WITH ORIGINAL “LIEN RELEASE” DOCUMENTS FROM EACH**  
1465 **SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.**  
1466

1467 The Contractor is required to provide you with further information about lien release  
1468 documents if you request it. General information is also available from the state Department of  
1469 Labor and Industries.  
1470

1471

1472 I have received a copy of this disclosure statement.

1473

1474   X    
1475 Signature of Customer

  X    
Date Signed

1476

1477 Print Full Names:   X  

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1479

1480 *The Contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years*  
1481 *and produce a signed or electronic signature copy of the disclosure statement to the department upon request.*

1482 For more information, please refer to [RCW 18.27.114](#)

1483 F625-030-000 Disclosure Statement Notice to Customer 12-2015  
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1503 **Example of**

1504 **CONSTRUCTION LIEN NOTICE TO OWNER**

1505 **IMPORTANT: READ BOTH PAGES OF THIS NOTICE CAREFULLY**  
1506 **PROTECT YOURSELF FROM PAYING TWICE**

1507  
1508 To: \_\_\_\_\_ Customer's name \_\_\_\_\_ Date: dd/mm/20yy

1509 Re: \_\_\_\_\_ Customer's address \_\_\_\_\_

1510 (Description of property: street address or general location)

1511 From: \_\_\_\_\_ New Era Remodeling & Repairs, LLC

1512 At the Request of: \_\_\_\_\_ David Sabet, Business Owner

1513 Name of person ordering their professional services, materials, or equipment.

1514 **THIS IS NOT A LIEN:** This notice is sent to you to tell you who are providing professional services,  
1515 materials, or equipment for the improvement of your property and to advise you of the rights of  
1516 these persons and your responsibilities. Also take notice that laborers on your project may claim a  
1517 lien without sending you a notice.

1518 ***OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY***

1519 Under Washington law, those who furnish labor, professional services, materials, or equipment for  
1520 the repair, remodel, or alteration of you owner-occupied principal residence and who are not paid,  
1521 have a right to enforce their claim for payment against your property. This claim is known as a  
1522 construction lien. The law limits the amount that a lien claimant can claim against your property.  
1523 Claims may only be made against that portion of the Contract price you have not yet paid to your  
1524 prime Contractor as of the time this notice was given to you or three days after this notice was  
1525 mailed to you. Review page 2 of this notice for more information and ways to avoid lien claims.

1526 ***COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY***

1527 We have or will be providing professional services, materials, or equipment for the improvement of  
1528 your commercial or new residential project. In the event you or your Contractors fail to pay us, we  
1529 may file a lien against your property. A lien may be claimed for all professional services, materials,  
1530 or equipment furnished after a date that is sixty days before this notice was given to you or mailed  
1531 to you, unless the improvement to you property is the construction of a new single-family residence,  
1532 then ten days before this notice was given to you or mailed to you.

1533 Sender: \_\_\_\_\_

1534 Address: \_\_\_\_\_

1535 Telephone: \_\_\_\_\_

1536 Brief description of professional services, materials, or equipment provided or to be provided: \_\_\_\_\_

1537 \_\_\_\_\_

1538 **Important Information for your Protection**

1539 • This notice is sent to inform you that we have or will provide professional services,  
1540 materials or equipment for the repair, remodel, or alteration of your property. We expect  
1541 to be paid by the person who ordered our services, but if we are not paid, we have the  
1542 right to enforce our claim by filing a construction lien against your property.

1543 • **LEARN** more about the lien laws and the meaning of this notice by discussing them  
1544 with our Contractor, suppliers, Department of Labor and Industries, the firm sending  
1545 you this notice, your lender, or your attorney.

1546 • **COMMON METHODS TO AVOID CONSTRUCTION LIENS:** There are several  
1547 methods available to protect your property from construction liens. The following are  
1548 two of the more commonly used methods.

1549 • **DUAL PAYCHECKS** (Joint Checks): When paying your Contractor for services or  
1550 materials, you may make checks payable jointly to the Contractor and the firms  
1551 furnishing you this notice.

1552 • **LIEN RELEASES:** You may require your Contractor to provide lien releases signed  
1553 by all the suppliers and subcontractors from whom you have received this notice. If  
1554 they cannot obtain lien releases because you have not paid them, you may use the  
1555 dual payee check method to protect yourself.

1556 • **You should take appropriate steps to protect your property from liens.**

1557 • **Your prime Contractor and your construction lender are required by law to give**  
1558 **you this written information about lien claims.**  
1559 I have received a copy of this important information & this "Notice to Owner."

1560 Customer's Signature:   X   \_\_\_\_\_ Date:   X   \_\_\_\_\_

1561 Print Full Names:   X   \_\_\_\_\_

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

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

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

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

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

Customer's full address

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.

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

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

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

This is a  Contractor,  Subcontractor,  Supplier  
Indicate all that apply with checkmark(s)

<u>N/A</u>	<u>\$</u>
Company Name	Amount Received

<u>Print Name of Person Signing Release</u>	<u>Title</u>	<u>Date</u>
---	--------------	-------------

This is a  Contractor,  Subcontractor,  Supplier  
Indicate all that apply with checkmark(s)

I have received a copy of this Lien Release Form.

<u>(Signature of Customer)</u>	<u>Date Signed</u>
--------------------------------	--------------------

Full Customer's Names (Print)

*This Lien Release form is provided as required under RCW 60.04.250.  
F625-029-000 Release of lien form 04-2012*

1620 **NOTICE TO BE POSTED BY PRIME CONTRACTOR**

1621 \*\*\* For any construction project costing more than five thousand dollars \*\*\*

1622 \*\*\* For any construction project which requires a building permit \*\*\*

1623

1624 **Jobsite Information:**

1625 Single Family Home

1626 Owner's Name: \_\_\_\_\_

1627 Address: \_\_\_\_\_

1628 Tel: \_\_\_\_\_

1629

1630 **Contractor's Information:**

1631 New Era Remodeling & Repairs, LLC

1632 2305 Kildane Way, SE

1633 Olympia, WA 98501

1634 Tel: 360-706-9097

1635 UBI #: 604502342; Contractor's License #: NEWERER818OP

1636

1637 **Surety Bond:**

1638 **Bond Type:** Continuous Contractor's Bond

1639 **Agency:** SuretyBonds.com

1640 **Bond Number:** 64787115

1641 **State:** Washington

1642 **Bond Amount:** \$12,000.00

1643 **Term Dates:** 9/6/2019 - 10/6/2020

1644 Tel: 1 (800) 308-4358 • Mon-Fri 7am-7pm CST

1645 Fax: (573)303-0131

1646 3514 Interstate 70 Drive SE, Ste 102 • Columbia, MO 65201

1647 Email: [CustomerCare@SuretyBonds.com](mailto:CustomerCare@SuretyBonds.com)

1648

1649

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

1650  
1651  
1652 DATE: 05-31-2020  
1653  
1654 YOUR SAFETY IS VERY IMPORTANT TO US.  
1655  
1656 PLEASE BE CAREFUL AS YOU WALK THROUGH THIS WORK AREA AND THROUGH  
1657 OTHER PLACES WHERE THERE ARE DROP CLOTH/FLOOR COVERINGS, OUR TOOLS,  
1658 SUPPLIES, EQUIPMENT, ... ETC.  
1659  
1660 COVID-19 PANDEMIC: PLEASE KEEP A MINIMUM OF 6 FT. DISTANCE FROM US WHEN  
1661 YOU INTERACT WITH US DURING THE PROJECT. ALSO, FEEL FREE TO WEAR A FACE  
1662 MASK AND GLOVES, IF YOU WISH, FOR YOUR PROTECTION AND OUR PROTECTION  
1663 WHEN YOU COME TO THE WORK AREAS WHERE WE ARE WORKING. WE MAY NOT  
1664 WEAR FACE MASKS OR GLOVES DURING THE ENTIRE LENGTH OF THIS PROJECT. BUT,  
1665 WE WILL WEAR A SURGICAL MASK IF YOU DECIDE TO COME TO OUR WORK AREAS.  
1666  
1667 PLEASE LET US KNOW **IN WRITING** IF YOU FEEL LIKE ANYTHING POSES A HAZARD TO  
1668 YOU, YOUR HEALTH, AND TO OTHER OCCUPANTS OF THIS HOUSE/FACILITY SO WE  
1669 CAN TRY TO MAKE IT SAFER FOR ALL OF YOU.  
1670  
1671 THANKS,  
1672 DAVID SABET  
1673 NEW ERA REMODELING & REPAIRS, LLC  
1674  
1675  
1676 \*\*\* THE END! \*\*\*