

NEW ERA REMODELING & REPAIRS, LLC

www.NewEraRemodeling.com

WA. DEPT. OF L&I LICENSE: NEWERER8180P

“General Terms & Conditions (GT&C)”

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

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

Definitions:

- **GT&C:** is an abbreviation for General Terms & Conditions
- **NERR:** is an abbreviation for New Era Remodeling & Repairs, LLC
- **LLC:** stands for Limited Liability Company
- **Parties: You, your, yours, Customer(s), Homeowner(s), Property Manager(s), and/or Client(s),** 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)

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

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

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

64 **Leniency:** NERR, at its own sole discretion, may show some leniency in enforcing the terms
65 & conditions of this GT&C and the terms & conditions of the Contracts against a Customer.

66 This does not mean that we are violating the terms & conditions of this GT&C and/or the
67 terms & conditions of the Contract(s) we have signed with a Customer!

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

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

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



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

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

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

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

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

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

111 **Estimates Range:**

112 To get an estimate range for the total costs, we can only give you an educated guess for what
113 the costs will be. You will be provided a low and a high number that may range within 25% of
114 each other. The advantage is that you pay the actual cost and there is no extra mark up to
115 cover contingencies and you will not be charged more than the highest price. The

116 disadvantage is that you do not know your exact cost in advance. However, if you are
117 comfortable with the estimate range, then you can be satisfied with the final total cost.

118 **Bid or Fixed Quote:**

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

125 **Price Not to Exceed:**

126 This is like T&M but provides you with a price the project will not exceed. This is good when
127 you have a long to-do list of small tasks but a limited budget. Then, we will try to complete
128 as many tasks as we can and as fast as we can. The advantage is that you will not run over
129 your budget; and the disadvantage is that all tasks may not get done this time and you may
130 have to deal with the remaining undone items on another occasion. **For “Not to Exceed”**
131 **projects, we require that you pay for the entire maximum cost of your project ahead of time**
132 **before the 1st day of the project when you sign the Contract! We will refund to you if the**
133 **total cost come to less than what you initially paid us. We will be the sole authority to decide**
134 **on the refund amount. No bargaining will be allowed by either party!!!**
135

136 **Hidden Damage or Hidden Problems:**

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

142 **Customer Changing the Scope of Work or Misbehaving after the Contract(s) are**
143 **signed:** We strongly urge the Customer not to be wishy washy about the scope of work and
144 try to change them often or in any shape or form after the Contract (s) is/are signed. We do
145 not tolerate bossy Customers (BACKSEAT DRIVERS) who try to tell us how to do our work

146 or give us orders on how to perform the various tasks of the project or try to micro-manage
147 our daily activities in any shape or forms. If we experience such behaviors stated above by
148 the Customer, we have the right **to quit working** and end the project to avoid further problems
149 or complications. In that case, no refunds will be given to the Customer; and the Customer is
150 fully liable for paying us the remaining balances of their Contracts. No cancellation of any
151 parts of the contract by the customer is allowed after the contract(s) is/are signed. No refunds
152 will be given to the customer for cancellation or modifications of the scope of work. Deposit
153 (s) and/or other payments will not be refunded under any circumstances for any reasons
154 whatsoever!!! **We have the rights to request the balance payment at any time during the**
155 **project for any reasons whatsoever before we continue our work.**

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

160 In some rare cases, we may agree to continue the work despite the difficulties the Customer
161 has been giving us if they promise not to be bossy anymore, not to micro-manage our activities
162 anymore, not to make changes to the scope of work or to the contract, and not to be “picky”
163 about the quality of our work. In this case, **we will demand that the Customer pay us the**
164 **remaining balances of their Contracts in full before we continue our work.** In this case,
165 no more changes to the scope of work will be allowed and no additional work related to the
166 project will be accepted by us. We will do our best to bring the project to a completion. If the
167 Customer break his or her promise, we have the right to quit working and end the project to
168 avoid further problems or complications. Again, In this case, no refunds will be given to the
169 Customer in any shape or form or by any reasons or means whatsoever!

170 **Scheduling:** The time frame we indicate in the E&C, invoices, Change Orders, Additional
171 Work, ...etc. to complete a project is approximate time frame which also includes additional
172 days in case hidden problems are discovered and/or additional work is requested by the
173 Customer. The time frame has nothing to do with the money we charge a Customer. The
174 money we charge a Customer is for the tasks and the material costs of the project. We often
175 finish the project sooner than the time frame we have indicated in the contract if no additional
176 work is requested by the Customer or if no hidden problems are discovered.

177

178 **Service Call Fee:**

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

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

189 **Labor Fees:**

190 Currently, we normally charge a labor rate of \$45 - \$150 per hour depending on our operating
191 costs, the complexity, danger, and risks associated with each job/project. Labor rates are
192 charged in increments of 30 minutes (1 to 30 min. = ½ hr. and 31 to 60 min. = 1 hr.) On the
193 average, normally, our labor fees are about \$45-\$75 per hour. Under certain special
194 circumstances, we may lower or increase our labor rates to meet our business financial
195 needs. For example, we may lower our rates when the business is slow to attract more
196 Customers, or we may increase our labor rate if the cost of operating our business increases.
197 We sometimes, at our own sole discretion, in exchange for an online Google review (good or
198 bad – see our coupon at our NERR website), we give discount to 1st-time Customers, to
199 schoolteachers (1st grade to 12th grade), to senior citizens (75 and older,) to the
200 handicapped, to disabled veterans, and to on-active-duty uniformed U.S. soldiers. These
201 discounts normally apply if we ask them to write a review (GOOD or BAD) online on the last
202 day of the project and before making their final remaining balance payment (one discount per
203 Customer per month.) All discounts and promotions are for labor fees only.

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

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

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

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

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

- 220 1. Once you request a service, we will come by and review your project with you and give
221 you an estimate of the time and cost to complete your project. We may also tell you
222 when we can start the work.
223
- 224 2. We may contact you again a day or so before, if necessary, to remind you what time
225 we will start to do the work.



- 226
- 227 3. As work progresses, we will keep you updated. If we discover any hidden problems or
228 damages or any unanticipated circumstances that requires additional work, we will

229 discuss them with you, price them, and together, we will schedule changes in a work
230 order.

231
232 4. You are always welcomed to contact us by phone, via cell phone text messaging, or
233 by email if you wish to communicate with us regarding the ongoing project or the
234 projects we have completed for you in the past - we will get back with you as soon as
235 we can.

236
237 5. We encourage you to give us feedbacks on the project and our performance on daily
238 bases and once the job is complete. You can do that by email, letters, online
239 reviews, text messaging, or other written means you wish.

240 **Other issues:**

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

250 **Estimate & Contracts, Invoices, Change Orders (collectively called Contracts):** Before
251 signing any Contracts, the Customer must read the Contract's details and this GT&C in full
252 details and ask for clarifications if they do not understand any parts of them, and **in writing**,
253 request changes to be made if they do not agree to any issues. If we agree to the requested
254 changes, then we will make the changes before asking the Customer to sign the Contract.
255 This GT&C is a part of every Contract we sign with a Customer. The Customer must also read
256 the scope of work listed on the Contracts and ask us for corrections if they find errors or
257 omissions before signing the Contracts. If errors or omissions are detected after the Contracts
258 are signed, then the most stringent case that is to NERR's advantage shall prevail! If we
259 mutually agree that the Contract needs to be rewritten and signed again, then we will make
260 the corrections and price the project correctly as well if necessary. A Contract number is the
261 date when the Contract was issued. For example, 2021-0307-JDO, indicates that the Contract

262 was issued on March 07, 2021 and the “JDO” is extracted from the Customer’s names “John
263 Doe.”

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

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

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

290 **License & Insurance:** As a company, we are a registered and licensed General Contractor
291 (WA L&I Registration #: NEWERER818OP,) we are bonded, and have liability insurance as
292 required by the State of Washington. Most of the services we provide to Customers are done
293 by either our well-trained handymen, or by the business owner (David), or by hired qualified
294 sub-contractor who will work under our supervision. If you require that certain licensed

295 servicemen or licensed sub-contractor to do your entire project or a part of your project, please
296 inform us **in writing** ahead of time so we can properly and adequately budget your project
297 before signing any Contract with us. It is the Customer's responsibility to request **in writing**
298 certain licensed servicemen such as plumbers, electricians, sewer specialists, roofers,
299 framers, heating & air conditioning specialists, ... etc. for their projects ahead of time before
300 signing a Contract with us..

301 **Surety Bond:** Our surety bond currently covers up to \$12,000. The Customer agrees that,
302 under no circumstances, but within the applicable Federal & State laws and local rules &
303 regulations, and within the terms & conditions of the surety bond, whichever is more
304 appropriate, the Customer will not ask for more than a **total** of \$12,000 (including ALL
305 attorney's and other legal fees and costs FOR ALL INVOLVED PARTIES INCLUDING THE
306 SURETY BOND COMPANY, collection fees, court costs, paperwork, expert testimonies,
307 damages claimed, out of pocket expenses, ... etc.) if the size of their project is more than
308 \$12,000 and if they also find NERR at fault for any good reasons. In addition, and similarly,
309 the Customer agrees that the Customer will not ask for more than the **Total Cost** (labor +
310 parts provided by NERR only minus the attorney's fees and other legal fees and costs as
311 stated above) of the project if the **Total Cost** of the project is less than \$12,000. Our bond
312 company will require a court judgement against NERR, LLC before they pay any complaining
313 Customer.

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

- 323 1. Disclosure Statement Notice to Customer
- 324 2. Construction Lien Notice to Owner
- 325 3. Lien Release Form
- 326 4. Notice to Be Posted by Prime Contractor
- 327 5. Safety Notice to Customer

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

337 **Dust:** Home improvement projects are often very dusty, perhaps smelly, and noisy operations
338 as well. NERR will, at its own discretion, cover the floors with drop cloths and cover big &
339 heavy furniture, if any, with plastic in the main work areas only. All small items including items
340 hanging from the walls must be removed from the work areas by the Customer 1 day before
341 the 1st day of the project. Curtains and blinds must be removed by the Customer as well.
342 During the project, the dust MOST LIKELY will sit on all walls, doors, ceilings, furniture,
343 decorations, floors, countertops, ... etc. throughout the house. In the Contract, NERR never
344 includes the cost of cleaning the entire house, the entire main work area(s), or any other parts
345 of the house (other than the main work areas in **a limited** way) due to dust generated during
346 the project. For example, the main work area is only the bathroom that we are remodeling
347 and not the adjacent areas around the bathroom. **It will be the sole responsibility of the**
348 **Customer to clean up the dust everywhere including the main work area at his/her own**
349 **expenses during the project and/or after the project is completed.** Walls, ceilings, doors,
350 windows, beds, ceiling fans, curtains, light fixtures, shutters... etc. in the main work areas will
351 not be dusted and/or cleaned by us either! We will however, lightly vacuum the floor at the
352 end of the project.

353 **Slippery Floors and Our Tools & Equipment Laying Around:** Please note that we
354 normally cover the floor with drop cloths, paper, tarp, plastic, or other materials, collectively
355 called "floor coverings," from the entrance point to the facility/house all the way to the project
356 location in the facility/house at our sole discretion. These materials are slippery on smooth
357 hard floors and steps (i.e., hardwood, linoleum, laminate, tile, concrete, stairways, ... etc.) It
358 is the responsibility of the Customer to advise everyone in the house/facility of the potential
359 danger of the slippery floors. We will always have our tools, equipment, and supplies at the
360 Jobsite at various locations (i.e. in a room, in backyard, on patio, on porch, in garage, in
361 hallways, front of the building on lawns, ... etc.) Here, we also ask the Customer to be careful
362 when they encounter these item as they walk throughout the house/facility, so they do not trip

363 over them. If you (the Customer) feel like anyone in the facility/house may slip and fall or trip
364 over our items and get hurt in any shape or form, please inform us **in writing** so we (Customer
365 & NERR), mutually, can perhaps find a better way to come up with safer solutions. Under no
366 circumstances, NERR, its employees, workers, or subcontractors will be responsible for slips,
367 fall, and injuries to anyone (including Customers' pets and/or guests) due to walking on our
368 floor coverings or tripping over our tools, equipment, or supplies. We will not be liable for
369 safety of pets or children chewing on our live electrical wires either!!!

370 **Who Is the Boss?:** Please note that NERR's relationship with the Customer is a Customer-
371 Contractor relationship. No one is the boss! You and we **are not** in an employer-employee
372 relationship. Some Customers mistakenly think that they are the boss and they are the
373 employer and we are their employee since they have hired us to work for them. They also
374 mistakenly think that since they are the boss, they can tell us how to do our work and/or be
375 picky or a "backseat driver." The fact is that the Customer & NERR have mutually agreed to
376 work together to bring the project to a successful and peaceful completion. We expect the
377 Customer to be considerate, polite, reasonable, not bossy, cooperative, and friendly to us as
378 we will be to them. **We will not tolerate rudeness, picky people, perfectionists, "backseat
379 drivers" or people who try to tell us how to do our work. These type of people are
380 strongly advised to seek help for their projects elsewhere!!!**

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

391 **Scope of Work & Change Order/Invoice (Contract):** Anything that is not specifically listed
392 or described in the Contract as scope of work is not a part of the Contract. If any tasks which
393 are left out of the Contract by mistake or intentionally, then they are not part of the Contract
394 either. In most cases, in our Contracts, we charge our Customers on "Time & Material" bases
395 as described in this GT&C. It is the responsibility of the Customer to carefully read the details
396 of our Contracts and this GT&C and make sure that they understand them and fully agree to

397 them before SIGNING in any Contracts with NERR. If you are on “Time & Material” bases,
398 the prices shown on your Contracts **ARE THE MINIMUM COSTS** and are only good for the
399 items and tasks/scope of work listed. For additional work for hidden problems discovered
400 during the project, if any, unanticipated complications, if any, or additional work for additional
401 tasks requested by the Customer, if any, the Customer will be charged the same labor rate
402 as the labor rate the Customer was charged in the initial E&C + material costs. In this case,
403 a Change Order/Invoice or separate Contract may be issued by NERR. **No labor discounts**
404 **will be given in Change Orders/Invoices or new Contracts to the Customer. Change orders /**
405 **invoices and new Contracts are independent Contracts and must be pre-paid at the time of**
406 **signing them.**

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

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

427 **Parts by Customers:** The Customer must buy **all the items** which they have agreed to buy
428 for their project and have them ready at the jobsite **before the 1st day of the project** for our
429 inspection to avoid delays in completing their project on time. NERR is often fully booked a
430 few months ahead of time and projects are scheduled back-to-back in advance and we need

431 to start them on time and finish them on time too. We thank you for your cooperation in
432 advance. If the Customer is supposed to buy and install a shower door glass and/or a tub
433 door glass (collectively called shower enclosure,) this can be done after we finish building the
434 shower and/or the shower/tub combination. We will charge additional fees for making
435 additional trips (**minimum of \$95 per daily trip + a minimum fee of \$400 for remobilizing**
436 **our tools & equipment and supplies each time**) to a Customer's jobsite if we cannot finish
437 a project completely due to lack of parts the Customer was supposed to provide. The \$95
438 fees must be paid by the Customer on daily bases. The minimum \$400 fees must also be
439 paid before we come back. NERR has the right to inspect the parts the Customer has
440 purchased for their project before the 1st day of the project. If NERR finds that the parts the
441 Customer has bought for their project is inadequate, wrong, from oversea countries which we
442 may not be familiar with or may not be according to American standards, or unacceptable to
443 NERR for any reasons, NERR has the right to delay the start of the project, refuse to do the
444 project, or reschedule the Customer's project after NERR completes subsequent scheduled
445 projects for other Customers who are waiting "in-line" to be served by NERR. In these cases,
446 NERR has the right to charge the Customer extra fees to restart the project later. **The**
447 **deposit(s) the Customer has paid us will not be refunded under these or any circumstances!**

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

458 **Binding Contract:** Our signatures on the Contract indicate that all involved parties agree to
459 all terms and conditions of the Contract and this GT&C. Once the Contract is signed, the
460 previous versions of the Estimate & Contracts, if any, for that particular project is immediately
461 voided. By signing the Contract, all parties also agree to this GT&C which is also available at
462 our Website at www.neweraremodeling.com. Please note that NERR revises and updates the
463 GT&C on regular bases. So, please download or print our GT&C immediately and save it
464 when you sign a contract with us if we have not given you a printed copy or an electronic copy
465 already. The tab link for this GT&C is at the top of the Home page of our Website under

466 “Terms & Conditions”. Please make sure to read it fully and carefully and let us know, in
467 writing, if you have any questions, need clarifications, or need written modifications before
468 you sign the Contract. Please let us know if you have any difficulties finding this GT&C at our
469 Website or if you have difficulties printing it so we can help you get a printed copy. Please
470 print and attach a copy of this GT&C to the E&C, Change Order(s), invoices, quotes, ...etc.
471 you sign with us for future reference. The Contract is not valid if it is not signed and dated by
472 **both** the Customer and NERR. In addition, **the Contract is not valid (not binding) either until**
473 **the deposit or the full payment ,if required, is received by NERR’s business owner even if the**
474 **Contract is signed by both the Customer & NERR. We (NERR) have the right to cancel any**
475 **signed contracts or verbal agreements if we experience any difficulties with the Customer**
476 **before or during any projects without assuming any liabilities whatsoever!!!**

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

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

488 **Children & Pets:** Children and pets must be kept away from the work areas for their safety.
489 By no means, NERR or its owners, operators, workers, employees, or subcontractors will take
490 responsibilities of any kind to protect children and/or pets during the project. The Customer
491 must keep the children and the pets under their own careful supervision while we work every
492 day and away from our work areas. Pets must not have access through the doors, gates,
493 windows, or areas, ... etc. we use on daily bases to go in and out of the work areas or in and
494 out of the house/facility. The Customer will be responsible to compensate us for damages
495 done to our tools, equipment, or supplies by their children, dogs, cats, or other pets. The
496 Customer agrees that NERR will not be held responsible, in any shape or form whatsoever,
497 if their pets or children get hurt by playing with, chewing, eating, or using our tools, equipment,
498 or supplies. Similarly, NERR will not be responsible, in any shape or form whatsoever, if the

499 Customer's pets or children cause any damages to the Customer's property by using, plying
500 with, or touching, or tripping over our tools, equipment, or supplies.

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

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

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

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

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

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

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

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

557 **Paint Color & Paint Sheen:** Please understand that the paint stores and paint suppliers, in
558 most cases, cannot perfectly match the color and sheen of a material sample we collect from
559 your house/facility for color matching. If you wish not to see color and/or sheen variations in
560 the repaired or altered areas, we suggest that you allow us to paint the entire area around the
561 repaired or altered areas until we reach a point or line where the surface area changes

562 direction. That way, the variation in color and sheen will most likely not be noticeable. Please
563 note that this will add to the load of work we have to do and will require additional paint and
564 additional painting supplies. For this, you agree to pay us for the additional work & materials.
565 We will issue an invoice/change order for this before we do the work. **As always, additional**
566 **fees for additional work must be pre-paid at the time of signing the Contract, invoice, or**
567 **Change Order.**

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

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

587 **Measurements, Quantities, Dimensions, Materials, Parts, Prices, Scope of Work,**
588 **Project Duration, etc.:** All these items are estimated in the Contracts and are approximates.
589 All costs are estimated and are the **minimum costs** for each project. Actual materials & parts
590 and quantities to be used may be modified by NERR before or during the project after the
591 Contracts are signed at NERR's sole discretion. During the project, we may find a better way
592 of doing a task or use a better or a different quality material to complete a task or the parts
593 we anticipated to buy are not readily available. In other words, just because certain parts,
594 materials, or supplies (collectively called parts) are listed in the Contract, it does not
595 necessarily mean that we will be using all those parts, or we will be using the same exact

596 parts listed on the Contract. In fact, the list of parts is solely a potential list for NERR to know
597 what material and parts we might need for the project so we can plan ahead of time before
598 we come to the Jobsite.

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

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

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

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

637 **Shower Glass Guard:** Shower glass guard is a relatively inexpensive way of moderately
638 preventing water from leaving the shower area and is only effective if a "rain shower head" is
639 installed. In this case, water comes down vertically as compared to water coming out of the
640 shower head at an angle other than down vertically. See the picture below. This is the correct
641 way of having a shower glass guard with a rain shower head. For shower guard or any other
642 kind of shower door, shower enclosure, we always assume the customer wants CLEAR
643 GLASS. It is the Customer's responsibility to make sure that the scope of work and
644 description of materials & parts in the Contracts are correct, clear, and acceptable by the
645 Customer. If the Customer wants to have any kind of glass other than clear glass, then the
646 Customer must make sure that the Contracts clearly show what the Customer wants before
647 they sign the Contracts! Also, please note that some water may still come out of the shower
648 depending on how you take shower. This is normal for this kind of shower glass guard. So,
649 we suggest that you use a towel on the bathroom floor to catch the water that may come out
650 of the shower. We also suggest that you use another towel to dry up the shower threshold
651 each time after taking a shower.



652

653 **Purchasing Locations:** We strongly suggest that the Customer buy the parts they wish to
654 provide to us for their project from a local store which has good return policies. That way, if
655 an item is found to be defective or not appropriate for the job, it can be returned or exchanged
656 without delays. We also suggest that if the Customer must buy something online, they buy

657 them well ahead of time, examine them once they arrive, and have them onsite long before
658 the 1st day of the project to make sure there will be no delays in completing the project as we
659 normally are pre-booked for a few months ahead of time and other projects are scheduled
660 back-to-back. Please do not buy product from overseas for the same above reasons. Plus,
661 the foreign products may not be up to American standards or we may not be familiar with
662 them and we may not be able to install them. The Customer will be charged additional fees
663 if we are not familiar with the parts they have bought or if the parts they have bought are not
664 appropriate for installation and cause delays in completing the project. If we have to come
665 back and finish a project due to Customer's failure to provide the appropriate needed parts,
666 there will be a minimum of \$95 trip fee **per trip** + minimum of \$400 additional fee **each time**
667 for remobilizing our tools, equipment, and supplies back to the Jobsite to complete the project.
668 Our availability to come back and finish a job depends on how many projects are scheduled
669 with other Customers and how long it will take us to complete those projects before we can
670 come back to finish your unfinished project. **The Customer must pay us the balance in full**
671 **owed on the invoices or Contracts when we are done with other doable tasks of the project**
672 **on the day we can no longer continue the project due to lack of parts. The Customer also**
673 **agrees to pay us the minimum \$95 daily trip charges and the minimum \$400 remobilization**
674 **fees + any additional labor fees & part costs for additional tasks to be performed by us ahead**
675 **of time and in full for us to come back and continue the project.**

676 **Working Days & Hours:** Our normal working days are usually Monday to Friday, **between**
677 **10 a.m. and 7 p.m. excluding official holiday.** Sometimes we go shopping for parts before we
678 head toward the Customer's Jobsite, or may arrive after 10 a.m. for personal reasons, or may
679 go to the local disposal facility to get rid of the construction trash and may get to the Jobsite
680 after 10 a.m. During the wintertime, we may choose to leave the Jobsite sooner due to bad
681 weather, poor road conditions, narrow and dangerous roads around the Jobsite, darkness,
682 personal reasons, ...etc. **In other words, we may arrive at the jobsite any time between 10**
683 **a.m. and 7 p.m. and we may leave the jobsite anytime between 10 a.m. and 7 p.m. at our sole**
684 **discretion!** If we decide to change these working hours, we will let the customer know ahead
685 of time and get their confirmation.

686 **Mental Illness:** It is a well-known fact to some experts ([Fortune Magazine, World Mental](#)
687 [Health Day 2017: Illness in the Workplace Is More Common Than You Might Think, by](#)
688 [Natasha Bach, October 10, 2017](#)) that currently approximately 20% of the population are
689 mentally challenged. That is, one (1) out of every five (5) Customer we serve could be
690 potentially mentally challenged. Our hearts go to these people as most likely it is not their fault
691 that they have mental disorders. It has been our unfortunate experience over the decades

692 that often misunderstanding, and complications arise from dealing with these kinds of people
693 during the project which cannot be peacefully resolved. We strongly suggest that if that is
694 your case, please let another healthy member of your family or a good healthy friend to be
695 our liaison without you interfering with his or her decisions on dealing & working with us so
696 we can complete your project peacefully & successfully! Thank you for your considerations in
697 advance.

698 We expect the Customer to be considerate, polite, reasonable, and cooperative, and
699 friendly to us as we will be to them. **We will not tolerate rudeness, picky people,**
700 **perfectionists, or people who try to tell us how to do our work.** If any problems,
701 disputes, disagreements, or dissatisfactions arise between the parties (NERR & the
702 Customer) during the project, NERR has the right to quit working and end the project to
703 avoid further complications and problems. In these cases, the Customer is still fully liable to
704 pay the remaining of his/her balance in full for the entire project. If we quit working due to
705 the above problems, and if the Customer wishes us to come back and finish the project, and
706 if we agree to do so, we will have the right to demand that the Customer pay us the
707 remaining balance in full before we come back to complete the project. **In that case, all**
708 **given discounts, if any, will be forfeited as well! Also, at least an additional \$400 will be**
709 **added to the balance for re-mobilizing tools, equipment, and supplies back to the Jobsite +**
710 **a minimum of \$95 per trip per day to the Jobsite. These fees must be pre-paid by the**
711 **Customer.**

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

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

726 **Workmanship Guarantee: All given workmanship guarantees must be in writing.**
727 **Verbal or other form of non-written workmanship guarantees shall be invalid for all**
728 **projects, Contracts, Change orders, Invoices, claims, ... etc.** All Limited Workmanship
729 Guarantees, if any, start on the 1st day of the project and end either after the 1st repair is
730 done during the guarantee period or ends after the number of guaranteed days we have
731 given you in the written limited workmanship guarantee. For example, if we have given you
732 a 90-day Limited Workmanship Guarantee, the guarantee ends 90 days from the 1st day of
733 the project if no guaranteed repair is requested by you. However, if you request a
734 guaranteed repair 45 days after the 1st day of the project, then your guarantee period ends
735 on the day we do the repair. Similarly, if we have given you a 90-day Comprehensive
736 Workmanship Guarantee, the guarantee ends 90 days from the 1st day of the project if no
737 guaranteed repairs are requested by you. However, if you request multiple guarantee
738 repairs, your guarantee ends when the last repair is done based on the specifics of your
739 Comprehensive Workmanship Guarantee. If you have not purchased a workmanship
740 guarantee from us, all the work we perform in your projects, are done without any
741 workmanship guarantee, product warranty, satisfaction guarantee, minimum
742 expected expectations, expected guarantee, or any specific industry standards. In
743 other words, the work will be done on “As Is” bases without assuming any liabilities
744 or promises whatsoever! In a Contract, or separately in writing, at our discretion, we may
745 give the Customer a 30-days written workmanship guarantee for an additional fee or give
746 the Customer a 30-day workmanship guarantee as an incentive to motivate the Customer to
747 write an online review if they are fully satisfied with our work. If you wish to have a Limited
748 Workmanship Guarantee or a Comprehensive Workmanship Guarantee, you must ask us
749 in writing before you sign a contract with us. Then, we will add an additional fee of 10% to
750 20%, on the top of what we normally charge a Customer, to the total cost (of all Contracts
751 and Invoices) of your project(s.)

752 **Our Limited Workmanship Guarantee** includes only 1-time repair in 1-trip only. During this
753 type of guarantee period, if you encounter any non-cosmetic problems (technical problems)
754 with our workmanship after the job is completed, we will come back (1-time only in 1-trip
755 only for all tasks of Contracts, Change Orders, and invoices) and repair it/them for free (free
756 labor + free materials & parts which we purchased for your project.) This will be the only 1-
757 time free repair you will ever get for all work done! No other repairs will be done even
758 if this guarantee repair fails later or if the repair work is not satisfactory to the
759 customer for any reasons whatsoever! In other words, we will not do multiple repairs
760 of the same issue, same defect, same problem, or any other problems; and the
761 quality of workmanship guarantee repair is not guaranteed in any shape or form;

762 **satisfaction is not guarantee either, There will be no moneyback guarantee either**
763 **under any circumstances whatsoever!!!**

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

769 **The maximum number of repairs or trips will be limited to what is specified in the**
770 **written guarantee. No additional repairs will be done even if the previous guaranteed**
771 **repairs fail later or if the repairs are not satisfactory to the customer for any reasons**
772 **whatsoever! In other words, we will not do unlimited repairs of the same issue, same**
773 **defect, same problem, or any other problems beyond the maximum number of repairs**
774 **or trips specified; and, the quality of workmanship guarantee repair is not guaranteed**
775 **in any shape or form; satisfaction is not guarantee either, There will be no**
776 **moneyback guarantee either under any circumstances whatsoever!!!**

777 Customers **are not allowed** to tell us how to do our work during the project even if they
778 have given us written protocol or any written industry standard prior to signing a contract
779 with us. Also, Customers are not allowed to tell us how to do our guaranteed repair work or
780 any repair work either. The customer must pay us for labor, parts, and other costs in
781 advance, whatever we determine the costs will be, if we ever agree to do any work or the
782 repair work the particular way the customer demands us to do. The material & parts which
783 you bought for your project or installed by you after we finished the project or during the
784 project are not covered under this guarantee and you need to supply us with them again for
785 us to do the repairs. If an area needs to be repaired by us and you have installed something
786 on it, you must remove it at your own costs and risks so we can do the repair work. Then,
787 you also must re-install the removed item yourself, if you wish, but at your own costs and
788 risks. If the removed item is not re-installable for any reasons whatsoever after we have
789 done the repairs, or after we removed it, the Customer must buy them or buy something
790 else that fits again at his/her own costs.

791 If your E&C does not show any guarantee, you must specifically ask for a written guarantee
792 if you wish, so we can include that additional cost in the Contract. We do not give guarantee
793 for any landscaping work we do as many environmental factors (such as improper watering,
794 lack of sunshine, improper fertilization, disease, improper use, or treatment, ... etc.) Which

795 are out of our control can adversely affect the quality of work done after we complete the
796 project. Quality of our workmanship or Customer satisfaction for quality of work is not
797 guaranteed under any circumstances or by any means for any projects or any
798 workmanship guarantee repairs. NERR assumes that the Customer has done his/her
799 homework in finding us as a contractor with a good online reputation for their project.
800 We will do the work based on our preferences and expertise. If the Customer wishes
801 us to follow certain protocol or standard, or do the work in certain way, then the
802 Customer must provide us with that written protocol or standard before they sign any
803 Contract with us so we can price it accordingly. People who are picky, unreasonable,
804 or perfectionists are advised to seek help for their projects elsewhere!!! Also, our
805 guarantees, if any, are not a "money back guarantee" or "satisfaction guarantee" under
806 any circumstances or by any means whatsoever!"

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

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

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

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

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

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

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

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

843 We charge a minimum fee of \$95 for making a house call for a “False Alarm.” A False Alarm
844 is when a Customer who has a written workmanship guarantee from us, calls us to do a
845 guaranteed repair and we find out that the problem is not associated with the work we have
846 done or is a “cosmetic” issue which is not covered under our workmanship guarantee. Again,
847 we do not cover “cosmetic” issues in our workmanship guarantee at all! Anything that is not
848 functioning correctly or has lost its integrity (technical problems) and is due to how wrongly
849 installed or wrongly repaired, is covered. For example, plumbing leaks, loose tiles, toilet
850 leaks, faucet leaks, shower or tub leaks, roof leaks, window leaks, loose grout, electrical
851 problems, mechanical problems, doors or windows not functioning correctly, ... etc. are
852 considered technical problems and are covered under our workmanship guarantee if you
853 have a written workmanship guarantee from us. If any of the above problems are caused by
854 foundation settlings, floods, storms, earthquakes, acts of wars, acts of nature, other
855 contributing problems in the house/facility, terrorism, alterations/modifications done by the
856 Customer, act of another contractor hired by the Customer, defective products, or anything
857 that has caused damage to the project NERR has completed, then these problems **are not**
858 **covered** under our workmanship guarantee. All other non-technical issues fall under
859 “cosmetic” issues and problems and **are not covered** by our guarantees. **We will be the sole**

860 **judge of what is a cosmetic issue or what is a technical problem.** In addition to the
861 minimum \$95 house call fee, if we decide to do the requested repairs, we will charge our
862 regular labor rate + material costs if the (former) Customer still want us to remedy the problem
863 they have, or they think they have. Crack or fracture repairs (cracks or fractures in walls,
864 ceilings, floors, ground, decks, ... etc.) are not guaranteed in any shape or forms because the
865 cracks are normally due to settling problems or severe storms and we have no control over
866 them. We normally advise the Customer to remedy the conditions which contribute to settling
867 problems before we repair the cracks or before fixing a door or a window which is not
868 functioning correctly. Remedies suggested by us often include installation and **regular &**
869 **proper use** of sprinkler systems, soaker hose systems, and/or foundation repairs. We
870 strongly suggest that the Customers consistently and regularly (especially during the hot
871 season, May through October for example) keep the property's ground areas adequately
872 moist. In some cases, this will most likely eliminate or minimize settling problems!!!

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

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

891 A 15% (APR, compounded daily) late fee will be added, by NERR, to each late payment
892 plus additional legal fees, attorney's fees, mediator fees, and other out of pocket fees and
893 costs (see **Attorney's & Legal Fees** below for more details) for collecting the unpaid

894 balances, settling disputes and disagreements, forfeited discounts, late payment fees and
895 penalties, labor & volume discounts, and all other financial damages done to NERR
896 (including to NERR's employees, workers, and sub-contractors.) Payments are considered
897 late if not paid in full on the due date and due time as we indicate to you. In case of
898 nonpayment(s), short payment(s), charge back(s), and or disputes over payment(s) or
899 disputes over the scope of work, quality of work, method of work,...claims of defective work,
900 etc. which would results in utilization of services of collection agencies / attorneys,
901 arbitrators, mediators, or use of the legal system by either parties, all discounts, incentives
902 the Customer may have received from us, guarantees and warranties (if any) and the labor
903 & volume discounts (if any) are automatically, permanently, and immediately voided for the
904 entire project regardless of who is at fault! In this case, all, if any, given discounts,
905 incentives, guarantees & warranties, labor & volume discounts, will be forfeited and
906 payable immediately by the Customer.

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

924 We expect the Customer to be considerate, polite, reasonable, and cooperative, and
925 friendly to us as we will be to them. We will not tolerate rudeness, picky people,
926 perfectionists, or people who try to tell us how to do our work. If any problems, disputes,
927 disagreements, or dissatisfactions arise between the parties (NERR & the Customer) during
928 the project, NERR has the right to quit working and end the project to avoid further

929 complications and problems. In this case, the Customer is still fully liable to pay the
930 remaining of his/her balance in full for the project. If we quit working due to the above
931 problems, and if the Customer wishes us to come back and finish the project, and if we
932 agree to do so, we will have the right to demand that the Customer pay us the remaining
933 balance in full before we come back to complete the project. In that case, all given
934 discounts, and incentives, if any, will be forfeited as well! Also, at least an additional \$400
935 will be added to the balance for re-mobilizing tools, equipment, and supplies back to the
936 Jobsite. **These amounts must be prepaid by the Customer.**

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

942

943 **Attorneys' & Legal Fees:**

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

959 **Payments:**

960 For big projects, at least 50% of the total amount is required on the day both parties sign a
961 Contract and the remaining balance is due on the last day of the project. If the Contract
962 includes special orders, NERR will require the Customer to pre-pay for the special orders in
963 addition to the 50% deposit. For all projects, small or large, the last day of the project is when
964 we submit to you the invoice for the remaining balance or when we verbally or in writing
965 announce to you that the project is completed. If the Customer fails to pay his or her invoices
966 or the balances of his or her Contracts **in full** as we request, the Customer instantly loses all
967 discounts, incentives given, workmanship guarantees & warranties, if any. A 15% APR
968 (compounded daily) late fee will be added to each late payment plus additional legal fees (see
969 **Attorneys' & Legal Fees** above) for collecting the unpaid balances. Payments are
970 considered late after the due time & date. If you (the Customer) have agreed to write an
971 online review (good or bad) according to the E&C, the Customer's review must be posted on
972 the last day of the project and before the Customer make his/her final balance payment (even
973 if balance payment is paid partially by the Customer.) In this case, the online review is
974 equivalent to the labor discount and volume discount or any other discounts you have
975 received for the project. If you fail to write & post the online review before making your final
976 balance payment, or change your mind about writing & posting the online review, you will
977 lose the labor discount and the other discounts you had received in the E&C you signed. We
978 do not accept promises from our Customers who want to take the discount and write & post
979 the review later!

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

993 Customers are not allowed to hire other contractors to come and do work at locations where
994 we are working without prior **written** authorization from us. If the Customer violate this rule,

995 then the Customer is liable to compensate NERR if we find out that some of our tools,
996 equipment, or supplies are missing. Also, the Customer is liable to compensate (labor,
997 parts, and other losses) NERR if the act of the hired contractor delays the completion of our
998 project or if their act slowdown the progress of our project in any shape or form. The labor
999 rate of compensation will be the same rate we have been charging the Customer in the
1000 ongoing Contract. The compensation amount must be paid by the Customer as soon as
1001 we request for payment of the compensation.

1002

1003 **Other legal Issues:**

1004 If there are any issues or elements in this GT&C or in the Contracts we sign with a
1005 Customer which are mistakenly addressed out of not knowing the laws, rules, and
1006 regulations and not according to the laws, rules, and regulations of the land (country, state,
1007 county, city, or district,) then what is legally correct shall prevail and be applied equally for
1008 all involved parties.

1009 **Liability Issues:**

1010 Our maximum liability due to accidental damages to a Customer's property is limited to the
1011 total amount of labor fee we have charged a Customer for the task we were performing
1012 when the accident happened! For other liability issues, please read the details of our
1013 general liability insurance policy and the details of or bond which are available at our NERR
1014 Website, on the Home Page, under "License & Insurance" tab before signing any Contract
1015 with us. Also, do not sign any Contract with us if you feel like our liability insurance and our
1016 bond do not meet your particular needs or concerns. We also strongly suggest that you
1017 consult with an insurance lawyer to make sure you understand the details of our general
1018 liability insurance policy and our bond and their limitations and exclusions. We will not be
1019 liable to pay anything to a Customer, anyone associated with the Customer, any
1020 subcontractor, or supplier, in any shape or forms beyond the limits of our bond or what our
1021 liability insurance decides to pay, if any!

1022 **Contraction of Infectious Diseases:** We try to be careful, clean, and conscientious about
1023 health and safety of ourselves and all whom we interact with, deal with, and work with. By
1024 no means, in any shape or form, or under any circumstances whatsoever, NERR, its

1025 subcontractors, employees, contract workers, or suppliers assume liabilities of any kind, if a
1026 Customer, Customers' family members and/or pets, and/or other occupants or associates of
1027 the Customer get infected by viruses and/or bacteria of any kind by coming into contact with
1028 us before, during, and/or after any project or business transactions.

1029 Similarly, NERR assumes no liabilities of any kind if our employees, contract workers,
1030 subcontractors, and/or our suppliers get infected by viruses and/or bacteria of any kind by
1031 coming into contact with us or coming into contact with the Customer for any reasons
1032 whatsoever.

1033 **Any person or entity that wishes to work with us that may get infected by coming into**
1034 **contact with us in any shape or form whatsoever does so at his or her own risk!**

1035

1036 **Blogs & Posts:** Please consult with your attorney, interior designer, medical doctor,
1037 healthcare provider, financial consultant/planner, accountant, other contractors, architect,
1038 State or local licensing government offices/agencies, and/or other professional advisor,
1039 etc. ... for advice concerning your particular circumstances. The information contained in
1040 our blogs and posts are for general informational and educational purposes only and
1041 should not be construed as professional, financial, or legal advice or an expert opinion on
1042 specific facts, issues, or circumstances. The information or opinions contained within our
1043 blogs & posts should not be construed by any consumer and/or prospective
1044 Customer/client as an offer to sell or the solicitation of an offer to buy any particular
1045 product or service. NERR does not guarantee the accuracy of this information or any
1046 results and further assume no liability in connection with these publications, including but
1047 not limited to any suggestions contained herein. **Any person or entity that, in any shape**
1048 **or form whatsoever, relies on the information contained in our blogs & posts does so**
1049 **at his or her own risk!**

1050

1051 **Availability:**

1052 It all depends on the work load we have on hand when you contact us. Generally, we can
1053 meet you for an initial consultation a few days after you contact us, if not immediately. How
1054 readily we can respond to emergencies depends on our availability, but we can normally
1055 accommodate you immediately or quickly.

1056 For guaranteed repairs during the guarantee period, our availability depends on the work load
1057 we have on hand. You must be patient until we find an adequate time frame to come and do
1058 the repair work. Please note that most of our projects take 3 to 4 weeks to complete and we
1059 are often fully booked for a few months ahead of time. For small guaranteed repairs, we
1060 normally can fit your repair needs within our ongoing projects. We do most of the guaranteed
1061 repairs during the weekends when we are not working on other projects during the weekends.

1062 **References:**

1063 A list of up to three (3) references will be provided to a potential Customer upon a written
1064 request before signing a Contract with NERR. Please also read the reviews our formers
1065 Customers have posted on Google.com, YP.com, AngiesList.com, Yelp, Better Business
1066 Bureau (BBB.org), and other places on the internet. We will only provide references to
1067 potential Customers who have studied our E&C and this GT&C and fully agree to them and
1068 are potentially ready to sign them.

1069 **Contact Information:**

1070 David Sabet
1071 Business Owner
1072 Mailing Address:
1073 2305 Kildane Way, SE
1074 Olympia, WA 98501

1075
1076 Office Tel: 360-706-9097
1077 Mobile Tel: 360-706-9097

1078
1079 Normal Business Hours: **Between** 10:00 am and 7:00 pm, Mon-Fri.

1080
1081 We are normally open 5 days a week to work on projects and occasionally serve potential
1082 new Customers on weekends as well at our sole discretion.

1083 **24 Hour Emergency: Call 360-706-9097**

1084 Email: ServiceNow@NewEraRemodeling.com

1085 Website: www.NewEraRemodeling.com

1086 **Additional Fees Before, During, and/or After the Project:**

1087 Some Typical **Minimum Labor** Charges/Fees - Some of these tasks will be done by our
1088 licensed expert sub-contractors (Sales Taxes are not included):

- 1089 • Sampling a wall for paint color matching: \$75
- 1090 • Building or installing a niche in a shower: \$450
- 1091 • Building or installing and tiling a niche in a shower: \$675
- 1092 • Replacing 1 vanity faucet: \$120
- 1093 • General Handyman work: \$90 for the 1st hour, \$45 per hour thereafter in 30 min.
1094 increments
- 1095 • Installing seamless shower glass guard (up to 30" wide) with correcting the wall and
1096 the floor,: \$450
- 1097 • Replacing a rusted toilet flange: \$160
- 1098 • Replacing 1 wall light fixture above a vanity: \$90
- 1099 • Replacing an ordinary toilet with a new ordinary one: \$120
- 1100 • Replacing an ordinary toilet with a new skirted toilet: \$200
- 1101 • Replacing a skirted toilet with a new skirted one: \$225
- 1102 • Assembling a toilet before installation: \$60
- 1103 • Picking up 1 item from a local store on behalf of a Customer: \$75
- 1104 • Separating the ceiling color from the wall color for 1 average size room: \$80 to \$120
- 1105 • Separating 2 colors on walls in 1 average size room: \$160
- 1106 • Replacing a door lock with a new same/similar lock: \$75
- 1107 • Adjusting a door's latch/catch: \$65
- 1108 • Replacing a weather stripping on a door: \$75
- 1109 • Building a small triangular bench at a corner of a shower and tiling it: \$675
- 1110 • Replacing a typical average size flat mirror with 1 framed mirror in a bathroom: \$125
- 1111 • Replacing a typical average size flat mirror located above a double sink vanity with 2
1112 framed mirrors in a bathroom: \$225 (wall repairs and/or painting not included!)
- 1113 • Replacing an exhaust fan with a new same size in a bathroom: \$400
- 1114 • Installing an exhaust fan with 1 switch on the wall in a bathroom: \$800
- 1115 • Installing 1 recessed ceiling light in a bathroom and connecting it to an existing wall
1116 switch: \$450
- 1117 • Installing 1 recessed ceiling light in a bathroom and connecting it to an independent
1118 new wall switch: \$650

- 1119 • Wiring & installing an electric outlet on wall without cutting the sheetrock for passing
1120 wires: \$175 to \$350
- 1121 • Wiring & installing an electric outlet or a wall switch by cutting the sheetrock for passing
1122 wires + patching the sheetrock, texturing, and painting the repaired areas only: \$400-
1123 \$650
- 1124 • Installing bullnose tiles or metal tile trims or PVC tile trims in shower or shower/tub
1125 \$240 to \$360
- 1126 • Revising a contract due to changes made by the Customer: \$50
- 1127 • Moving an outlet a few inches to a new location: \$120
- 1128 • Moving a double gang electric switch box a few inches to a new location: \$320
- 1129 • Installing a grab bar on tiles in a shower: \$75 each
- 1130 • Replacing towel bars, towel hooks, toilet paper holder, etc.: \$40 each
- 1131 • Installing 1 row of accent tile in a shower: \$240
- 1132 • Moving location of a wall light fixture located above a vanity: \$280
- 1133 • Fixing, texturing, and painting a wall where a mirror was removed: \$180
- 1134 • Staining an average size vanity cabinet without changing the color: \$380
- 1135 • Staining an average size vanity cabinet and changing the color: \$680
- 1136 • Painting an average size vanity cabinet without changing the color: \$175
- 1137 • Painting an average size vanity cabinet and changing the color: \$680
- 1138 • Installing a Prehung door, caulking and painting it: \$675
- 1139 • Tiling an average bathroom floor (about 40 Sf) with 12"x24" tiles: \$685
- 1140 • Replacing, caulking, and painting base boards in an average bathroom (about 40 sf in
1141 size): \$165
- 1142 • Installing a standard size recessed medicine cabinet: \$360
- 1143 • Installing a spa shower fixture instead of a regular simple fixture: \$250
- 1144 • Fixing, texturing, painting a wall section behind a big mirror after the big mirror was
1145 removed in preparation to install 2 framed mirrors: \$225
- 1146 • Painting walls & ceiling of an average size guest bathroom (1 color): \$300
- 1147 • Painting walls & ceiling of an average size master bathroom (1 color): \$600
- 1148 • Painting walls & ceiling of a small size closet (1 color): \$240
- 1149 • Painting walls & ceiling of an average size master closet (1 color): \$600 to \$900
- 1150 • Painting walls, ceiling, and shelves of an average size pantry (1 semi-gloss color):
1151 \$500 to \$800
- 1152 • Drywall repairs, less than 2 sf, texture & paint: \$275

- 1153 • Replacing a bathroom door with a same size pre-hung door + caulking & painting the
- 1154 door on both sides: \$650
- 1155 • Replacing an exterior entry door, including caulking & painting the jamb and the
- 1156 casings: 700
- 1157 • Texturing & painting an average guest bathroom (1 color for ceiling & walls): \$675
- 1158 • Texturing & painting an average master bathroom (1 color for ceiling & walls): \$1,200
- 1159 • Install a ½ glass wall / splash guard for a shower (parts & labor): \$1,200
- 1160 • Barn Door: Installation of a pre-finished, pre-painted, or pre-stained barn door: \$475
- 1161 • 1 Glass Shower Guard (up to 30" wide) installation without correcting the wall and the
- 1162 floor: \$300
- 1163 • Clearing a bathroom sink's drainpipes: \$225
- 1164 • Clearing a kitchen sink's drainpipes: \$325
- 1165 • Replacing a bathroom water fixture without replacing the water valves or the water
- 1166 supply hoses: \$120
- 1167 • Replacing a bathroom water fixture and replacing the water valves and the water
- 1168 supply hoses: \$160
- 1169 • Plumbing for replacing a simple shower water fixture with 1 handle and 1 shower head:
- 1170 \$400. This price does not include breaking the wall and fixing the wall after the
- 1171 plumbing work is done.
- 1172 • Plumbing for replacing a simple shower water fixture with a spa shower fixture with1
- 1173 handle and 1 shower head: \$600 or more depending on the complexity of the
- 1174 installation. This price does not include breaking the wall and fixing the wall after the
- 1175 plumbing work is done.
- 1176 • Adjusting the location of a drain in a shower after demolition: \$320
- 1177 • Adjusting the location of a drain in a shower including initial demolition: \$480
- 1178

1179 Privacy Policy

1180 You are welcomed to use our NERR internet Website(s). NERR wants you to know what
1181 information we learn about you when you visit our Website(s), what we do with that
1182 information and any other information you voluntarily provide us through our Website(s) or by
1183 other means and how you can view or change the information we have. This privacy policy
1184 describes our information collection and use practices on our Website(s). It does not apply to
1185 information you might provide on one of our possible partners or affiliates, nor does it apply

1186 to information you may provide to us through other forums, including offline or through
1187 electronic mail.

1188
1189 We do not share or resell any information you provide to us. We are dedicated to ensuring
1190 your privacy and the confidentiality of any personal information.

1191

1192 **Information Collected at NERR's Website(s):**

1193 There are two types of information that we can learn about you as you browse and use
1194 NERR's Website(s.) Each type of information can be used in a different way.

1195 1. Internet-related Information - generic statistical and demographic information that we may
1196 gather passively from visitors to the Website(s).

1197 2. Personal Information that you provide when registering, ordering online, entering a
1198 promotion, or contacting us.

1199 **Internet-Related Information Gathered Passively:**

1200 We may collect Internet-related Information from visitors to our Website(s), including the
1201 referring URL, your IP address, which browser you used to come to the Website(s), the
1202 country, state or province, the pages of our Website(s) that you viewed during your visit and
1203 any search terms entered on our Website(s), etc. for the purposes of system administration,
1204 to gather broad demographic information, and to monitor the level of activity on our
1205 Website(s). We may track Customers' traffic patterns throughout their online sessions,
1206 including which pages or specific URLs a Customer views while using the Website(s). We
1207 may use your Internet-related Information to diagnose problems with our servers and software
1208 and to administer our Website(s). We may share aggregated statistics about pages viewed
1209 on our Website(s), demographic information and sales and other shopping information with
1210 third parties to enrich your visitor experience.

1211 **Actively Collected Personal Information You Provide:**

1212 If you provide information about yourself by registering at our Website(s), ordering a product,
1213 requesting services, filling out a survey, entering a promotion (including contests,
1214 sweepstakes, offers and rebates) or otherwise voluntarily telling us about yourself or your

1215 activities, we will collect and use that Personal Information to respond to your request, and
1216 for other internal business purposes, including identifying consumer preferences and
1217 improving our products and services and the content of our Website(s). This information may
1218 be disclosed to our staff and to third parties involved in the completion of your transaction, the
1219 delivery of your order, requested services, or the analysis and support of your use of the
1220 Website(s). Please note that if you provide an email address and chose to access our
1221 Website(s) through links we send to that email account, NERR and to third-parties NERR has
1222 Contracted with may collect personally identifiable information about your behavior, including
1223 purchasing behavior, time spent on the Websites, and any downloaded materials. This
1224 information will only be used for re-marketing purposes by NERR and will not be sold to any
1225 third party. We may also contact you by email, regular mail, fax, text message, or telephone
1226 from time to time with information about our new products and services, special offers,
1227 upcoming events, and changes to our Website(s.) If you do not wish to be contacted by all or
1228 any of these methods, you may let us know by sending an email message to us at
1229 UpdateNow@NewEraRemodeling.com. Please be sure to give us your exact name and
1230 address, and your detailed request so we can respond appropriately.

1231 **How to Access or Modify Your Personal Information:**

1232 You have the right to access and modify your Personal Information if we store them at our
1233 Website(s). If you have registered with our Website(s), you can access or modify your stored
1234 Personal Information by accessing the "My Account" areas of the Websites, or you can access
1235 and change your Personal Information by contacting us at
1236 UpdateNow@NewEraRemodeling.com. Your information will be updated within 10 business
1237 days.

1238 **Sharing Information:**

1239 If you provide us with your consent, we may share your Personal Information with our affiliates
1240 and business partners with whom we have joint marketing arrangements. We may also give
1241 you the opportunity, at the time that you provide us with your contact information, to have your
1242 information shared with other third parties or posted on our Website(s) for reasons we will
1243 describe at the time we make the request. If you do not want us to share your Personal
1244 Information with our marketing affiliates and business partners, then please let us know by
1245 contacting us at UpdateNow@NewEraRemodeling.com or via mail at NERR, Website
1246 Privacy, 2305 Kildane Way, SE, Olympia, WA 98501, or via telephone at 360-706-9097.

1247 We employ other companies to perform certain functions on our behalf, such as fulfilling
1248 orders, delivering packages, re-marketing services and services related to the design,
1249 maintenance and improvement of our Website(s) and our database and related systems.
1250 These companies have access to your information. We may arrange with a payment
1251 processing company to process your credit card related purchases. They use SSL encryption
1252 of your credit card information. Please let us know if you wish to access this company's
1253 Website(s) and privacy policy to read more about the security measures they employ. We
1254 have arranged with third party providers to help us with marketing services and information
1255 gathering. They may collect anonymous information about your visits to our Website(s), and
1256 your interaction with our products and services. They may also use information about your
1257 visits to this and other Web Websites to target information for goods and services. This
1258 anonymous information is collected using a pixel tag, which is industry standard technology
1259 used by most major web Websites. No personally identifiable information is collected or used
1260 in this process. They do not know the name, phone number, address, email address, or any
1261 personally identifying information about the user.

1262 Regardless of whether you have provided us with consent, we will share your information with
1263 those companies that perform certain functions on our behalf under Contract to us, and as
1264 may be necessary to comply with applicable laws, police investigations, or in legal
1265 proceedings where disclosure of such information is relevant and permitted by law. NERR will
1266 also assign, sell, license, or otherwise transfer to a third party your name, address, e-mail
1267 address, member name and any other Personal Information in connection with an
1268 assignment, sale, joint venture, or other transfer or disposition of a portion or all of the NERR
1269 service, or the assets, business or stock of (if any) NERR.

1270 **Links to Other Websites:**

1271 On our Website(s), we may provide as a convenience to you links to other Websites, including
1272 Websites operated by us, our partners, associates, or independent third parties. These links
1273 are provided as a convenience to you. Each Website has its own privacy practices, as
1274 described in that Website's privacy policy. Those practices may be different than the practices
1275 described herein, and we urge you to read each Website's privacy policy carefully before you
1276 use or submit information to that Website. Additionally, to the extent that you follow a link to
1277 a Website operated by an independent third party, please be aware that we exercise no
1278 authority or control over that third party, and cannot and are not responsible for any
1279 information that you may submit at that Website.

1280 **Where We Store and How We Secure Your Personal Information:**

1281 Your Personal Information may be kept in a database held on servers kept in a physically and
1282 technologically secure environments located outside our local business location accessed
1283 only by authorized personnel or Contractors who are required to keep your information
1284 confidential. All transmissions of your credit card information are encrypted. We also have in
1285 place internal procedures to confirm general company compliance with this Policy.

1286 Your information may be transferred to NERR, located in [Olympia, the State of Washington,](#)
1287 [United States of America](#), which location may be outside of your own state and/or country,
1288 and by providing us with your information, you are consenting to such transfer. Although we
1289 will use all reasonable efforts to safeguard the confidentiality of any Personal Information
1290 collected, we will not be liable for disclosure of Personal Information obtained due to errors in
1291 transmission or the unauthorized acts of third parties.

1292 **Important Note to Kids:**

1293 We do not wish to obtain personal information from children under 18 who are using our
1294 Website(s) unsupervised. Before providing us your name, address, e-mail address or any
1295 other personal information, be sure to ask your parents or guardian for permission. Parents
1296 and/or guardians are responsible for supervising the activities of their children while their
1297 children use our Website(s).

1298 **Username and Password:**

1299 You are responsible for maintaining the confidentiality of your username and password. You
1300 shall be responsible for all uses of your membership, whether or not authorized by you. You
1301 agree to immediately notify NERR of any unauthorized use of your username or password.

1302 **Cookies:**

1303 Like many other commercial Websites, we may utilize a standard technology called a "cookie"
1304 to collect information about how our Website(s) is/are used. A cookie is a small data text file,
1305 which a Website stores on your computer's hard drive (if your Web browser permits) that can
1306 later be retrieved to identify you to us. Cookies were designed to help a Website recognize a
1307 user's browser as a previous visitor and thus save and remember any preferences that may
1308 have been set while the user was browsing the Website. A cookie cannot be read by a

1309 Website other than the one that set the cookie. Cookies can track that you are authenticated
1310 to the Website, personalize home pages, identify which parts of a Website may have been
1311 visited or keep track of selections, such as those selected in a "shopping cart." Our cookies
1312 may collect your domain name and track your selections through our Website(s). A cookie
1313 cannot retrieve any other data from your hard drive, pass on a computer virus, or capture your
1314 e-mail address. The cookies make your use of the Websites easier, make the Websites run
1315 more smoothly and help us to maintain secure Website.

1316 To make a purchase at the NERR Online Store (if there is one,) you need to have all cookies
1317 enabled. Cookies are tiny text files stored on your computer when you visit certain web pages.
1318 We use cookies to keep track of what you have in your basket and to remember you when
1319 you return to our stores. Cookies cannot harm your computer and do not contain any personal
1320 or private information. For information about how to disable cookies, please consult your web
1321 browser's help menu or seek help elsewhere.

1322 **We reserve the right to change or update this GT&C at any time we wish. We will send**
1323 **an e-mail message to previously registered visitors and inform them of the update. We**
1324 **also reserve the right to change or update our GT&C again before we sign a Contract**
1325 **with a Customer even if we have already given the Customer a copy of our older version**
1326 **of the GT&C. In this case, the updated version automatically voids the older versions!!!**

1327 **What to Do If You Have Questions or Concerns about Your Information, or If You**
1328 **Need to Contact Us:**

1329 If you are a registered user of our Website(s), and If you need information or have any
1330 questions or concerns about this Privacy Policy or our use of your Personal Information, or
1331 wish to review all of your Personal Information, you may contact our Director of E-
1332 Commerce Solutions & Data via e-mail at contactus@neweraremodeling.com.

1333 In order to facilitate the transfer of data between the United States Of America (USA) and
1334 European Union (EU) countries, the USA and the EU have entered into a "safe harbor
1335 program," under which data can be transferred from the EU to participating non-EU
1336 companies. The program has a set of seven principles, to which NERR complies with
1337 respect to the data collected and used as described in this Privacy Policy. As part of that
1338 program, while we strive to respond to your concerns, we recognize that we may not always
1339 answer all of your questions, and as such if you are an EU resident, we will participate with
1340 the Data Protection Authority in the country in which you reside. Thus, to the extent that you

1341 feel that your questions have not been answered, and you are a resident of an EU Member
1342 country, you should feel free to contact the Data Protection Authority of the country in which
1343 you reside.

1344 **Call Monitoring and Recording, Conversation Recording, Privacy Statement:**

1345 As part of our commitment to providing the best possible service, NERR may monitor and
1346 record phone calls answered by NERR or by its hired answering service company and
1347 made by NERR or by its hired answering service company. NERR may also archive
1348 recorded voice mail messages. NERR records calls for training purposes, to improve
1349 Customer service, and to ensure an accurate record of Client/Customer calls, which may be
1350 needed to support transactions that take place over the phone or by voice mail messages.
1351 This allows NERR to identify how NERR can better serve its Customers and/or clients.
1352 Within the law, NERR may also record conversations with current Customers, former
1353 Customers, subcontractors, suppliers, or potential Customers for future reference.

1354

1355 **Legal Notice**

1356 **Intellectual Property:** Unless otherwise noted, product or service names, designs, logos,
1357 titles, text, images, audio, and video within our Website(s) and within our internet profiles
1358 are the trademarks, service marks, trade names, copyrights, or other property of **NERR**
1359 ("**NERR's** Intellectual Property.") All other unregistered and registered trademarks are the
1360 property of their respective owners. Nothing contained on our Website(s) or our internet
1361 profiles should be construed as granting, by implication, stopple, or otherwise, any license
1362 or right to use any of **NERR's** Intellectual Property displayed on our Website(s) and internet
1363 profiles without the written permission of **NERR**.

1364 **Emails & Text Messages:** Although e-mail & text messages and all attachments, if any, are
1365 believed to be free of any virus or other defect that might affect any computer system into
1366 which it is received and opened, it is the responsibility of the recipient to ensure that it is
1367 virus-free before opening it and we bear no responsibility for any loss or damage arising in
1368 any way from its use.

1369 **Use of Our Website(s) and NERR's Internet Profiles:** NERR maintains our Website(s)
1370 and its internet profiles for your personal entertainment, information, education, use, and
1371 communication. Please feel free to browse our Website(s) and our internet profiles. You
1372 may download material displayed on our Website(s) or internet profiles for non-commercial
1373 or personal use only provided you also retain all copyright and other proprietary notices
1374 contained on the materials. You may not, however, distribute, modify, transmit, reuse, copy,
1375 re-post, or use the content of our Website(s) and internet profiles for public or commercial
1376 purposes, including the text, images, audio, and video without NERR's written permission.
1377 Changes periodically are made to the information contained in our Website(s) and internet
1378 profiles.

1379 While NERR makes every effort to post accurate and reliable information, it does not guarantee or
1380 warrant that the information on its websites or its internet profiles are complete, accurate, or up to
1381 date. Any person or entity that relies on any information obtained from these sites does so at his or
1382 her own sole risk.

1383
1384 NERR assumes no responsibility for the use or application of any blogs or posted materials. Our
1385 website and internet profiles are intended solely for the purpose of electronically providing the public
1386 with general business-related information and convenient access to information resources.

1387
1388 NERR assumes no responsibility for any error, omissions, inaccuracies, or other discrepancies
1389 between the electronic and printed versions of documents.

1390 *When reading and using information contained in ours Website(s) or contained in our internet*
1391 *profiles, please consult with your attorney, financial consultant/planner, accountant, other*
1392 *contractors, architect, State or local licensing government offices/agencies, tax advisor, and/or*
1393 *other professionals for advice concerning your particular circumstances. The information*
1394 *contained in our Website(s) and internet profiles are for general informational and casual*
1395 *educational purposes only and should not be construed as professional, tax, financial or legal*
1396 *advice or a legal or professional opinion on specific facts or circumstances. The information or*
1397 *opinions contained at the above-mentioned sites should not be construed by any consumer,*
1398 *potential Customer, Customer, and/or prospective client as an offer to sell or the solicitation of an*
1399 *offer to buy any particular product or service. NERR does not guarantee the accuracy of this*
1400 *information or any results and further assume no liability in connection with these publications &*
1401 *claims, including but not limited to any suggestions contained within them.*

1402

1403 **No Warranties; Limitation of Liability:** OUR WEBSITE(S) AND INTERNET PROFILES
1404 ARE PROVIDED "AS IS" WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND,
1405 EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED
1406 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR
1407 NON-INFRINGEMENT. **NERR** also assumes no responsibility, and shall not be liable for
1408 any such damages to or viruses that may infect, your computer equipment, software, data or
1409 other property on account of your access to, use of, or browsing in our Website(s), internet
1410 profiles, or your downloading of any materials, data, text, images, video or audio from our
1411 Website(s), internet profiles, or any linked Websites.

1412 In no event shall **NERR**, its employees, agents, officers, shareholders, or owners, or any
1413 other party, involved in creating, producing, maintaining or delivering our Website(s),
1414 internet profiles, or any of their affiliates, or the officers, directors, employees, shareholders,
1415 or agents of each of them, be liable for any damages of any kind, including without limitation
1416 any direct, special, incidental, indirect, exemplary, punitive or consequential damages,
1417 whether or not advised of the possibility of such damages, and on any theory of liability
1418 whatsoever, arising out of or in connection with the use or performance of, or your browsing
1419 in, or your links to other Websites from our Website(s) or internet profiles.

1420 **Unaffiliated Products and Websites:** Descriptions of, or references to, products, services,
1421 publications, or Websites not owned by **NERR** or its affiliates do not imply endorsement of
1422 those product, publication, service, or Websites. **NERR** has not reviewed all material linked
1423 to our Website(s) and internet profiles and is not responsible for the content of any such
1424 material. Your linking to any other Websites is at your own risk.

1425 **Communications with our Website(s):** You are prohibited from posting or transmitting any
1426 unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory,
1427 pornographic, or profane material or any material that could constitute or encourage
1428 conduct that would be considered a criminal offense, give rise to civil liability, or otherwise
1429 violate any law. **NERR** will fully cooperate with any law enforcement authorities or court
1430 order requesting or directing **NERR** to disclose the identity of or help identify or locate
1431 anyone posting any such information or materials.

1432 Any communication or material you transmit to our Website(s) or our internet profiles by e-
1433 mail or otherwise, including any data, questions, comments, reviews, suggestions, or the
1434 like is, and will be treated as, non-confidential and non-proprietary. **NERR** cannot prevent
1435 the "harvesting" of information from our Website(s) or internet profiles, and you may be

1436 contacted by **NERR** or unrelated third parties, by e-mail or otherwise, within or outside of
1437 our Website(s) or internet profiles. Anything you transmit may be edited by or may not be
1438 posted to our Website(s) or internet profiles at the sole discretion of **NERR**; and may be
1439 used by **NERR** or its affiliates for any purpose, including, but not limited to, reproduction,
1440 disclosure, transmission, publication, broadcast and posting. Furthermore, **NERR** is free to
1441 use any ideas, concepts, know-how, or techniques contained in any communication you
1442 send to our Website(s) or internet profiles for any purpose whatsoever including, but not
1443 limited to, developing, manufacturing, and marketing products or services using such
1444 information.

1445 Although **NERR** may from time to time monitor or review discussion, chats, postings,
1446 transmissions, bulletin boards, and the like on our Website(s) or internet profiles, **NERR** is
1447 under no obligation to do so and assumes no responsibility or liability arising from the
1448 content of any such locations nor for any error, defamation, libel, slander, omission,
1449 falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any
1450 information within such locations on our Website(s) or internet profiles. **NERR** assumes no
1451 responsibility or liability for any actions or communications by you or any unrelated third
1452 party within or outside of our Website(s) or internet profiles.

1453 **United States Governing Law:** NERR LLC's Website(s) and internet profiles were
1454 developed in the United States of America in accordance with and shall be governed by,
1455 and your browsing in and use of our Website(s) and internet profiles shall be deemed
1456 acceptance of, the laws of the **State of Washington**, United States of America.
1457 Notwithstanding the foregoing, our Website(s) and internet profiles may be viewed in other
1458 parts of America or internationally and may contain references to products or services not
1459 available in all countries or regions. References to a particular product or service do not
1460 imply that **NERR** intends to make such products or services available in such countries or
1461 regions.

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Department of Labor and Industries
Contractor Registration



Example of Disclosure Statement Notice to Customers

1465
1466

1467 Business Name: New Era Remodeling & Repairs, LLC

1468
1469

1470 This Contractor is registered with the state of Washington, registration no. NEWERER818OP
1471 has posted with the state a bond or deposit of \$ 12,000 for the purpose of
1472 satisfying claims against the Contractor for breach of Contract including negligent or improper
1473 work in the conduct of the Contractor's business. The expiration date of this Contractor's
1474 registration is 09/17/2021.

1475

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

1477

1478 This bond or deposit is not for your exclusive use because it covers all work performed by
1479 this Contractor. The bond or deposit is intended to pay valid claims up to \$ 12,000 that you
1480 and other Customers, suppliers, subcontractors, or taxing authorities may have.
1481

1482

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

1483

1484 You may withhold a Contractually defined percentage of your construction Contract as
1485 retainage for a stated period of time to provide protection to you and help ensure that your
1486 project will be completed as required by your Contract.
1487

1488

YOUR PROPERTY MAY BE LIENED.

1489

1490 If a supplier of materials used in your construction project or an employee or subcontractor
1491 of your Contractor or subcontractors is not paid, your property may be liened to payment
1492 and you could pay twice for the same work.
1493

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Page 1 of 2

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

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

I have received a copy of this disclosure statement.

 X
Signature of Customer

 X
Date Signed

Print Full Names: X

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

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

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

1538 **Example of**

1539 **CONSTRUCTION LIEN NOTICE TO OWNER**

1540 **IMPORTANT: READ BOTH PAGES OF THIS NOTICE CAREFULLY**
1541 **PROTECT YOURSELF FROM PAYING TWICE**

1542
1543 To: Customer's name Date: dd/mm/20yy

1544 Re: Customer's address

1545 (Description of property: street address or general location)

1546 From: New Era Remodeling & Repairs, LLC

1547 At the Request of: David Sabet, Business Owner

1548 Name of person ordering their professional services, materials, or equipment.

1549 **THIS IS NOT A LIEN:** This notice is sent to you to tell you who are providing professional services,
1550 materials, or equipment for the improvement of your property and to advise you of the rights of
1551 these persons and your responsibilities. Also take notice that laborers on your project may claim a
1552 lien without sending you a notice.

1553 ***OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY***

1554 Under Washington law, those who furnish labor, professional services, materials, or equipment for
1555 the repair, remodel, or alteration of you owner-occupied principal residence and who are not paid,
1556 have a right to enforce their claim for payment against your property. This claim is known as a
1557 construction lien. The law limits the amount that a lien claimant can claim against your property.
1558 Claims may only be made against that portion of the Contract price you have not yet paid to your
1559 prime Contractor as of the time this notice was given to you or three days after this notice was
1560 mailed to you. Review page 2 of this notice for more information and ways to avoid lien claims.

1561 ***COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY***

1562 We have or will be providing professional services, materials, or equipment for the improvement of
1563 your commercial or new residential project. In the event you or your Contractors fail to pay us, we
1564 may file a lien against your property. A lien may be claimed for all professional services, materials,
1565 or equipment furnished after a date that is sixty days before this notice was given to you or mailed
1566 to you, unless the improvement to you property is the construction of a new single-family residence,
1567 then ten days before this notice was given to you or mailed to you.

1568 Sender: _____

1569 Address: _____

1570 Telephone: _____

1571 Brief description of professional services, materials, or equipment provided or to be provided: _____

1572 _____

1573 **Important Information for your Protection**

1574 • This notice is sent to inform you that we have or will provide professional services,
1575 materials or equipment for the repair, remodel, or alteration of your property. We expect
1576 to be paid by the person who ordered our services, but if we are not paid, we have the
1577 right to enforce our claim by filing a construction lien against your property.

1578 • **LEARN** more about the lien laws and the meaning of this notice by discussing them
1579 with our Contractor, suppliers, Department of Labor and Industries, the firm sending
1580 you this notice, your lender, or your attorney.

1581 • **COMMON METHODS TO AVOID CONSTRUCTION LIENS:** There are several
1582 methods available to protect your property from construction liens. The following are
1583 two of the more commonly used methods.

1584 • **DUAL PAYCHECKS** (Joint Checks): When paying your Contractor for services or
1585 materials, you may make checks payable jointly to the Contractor and the firms
1586 furnishing you this notice.

1587 • **LIEN RELEASES:** You may require your Contractor to provide lien releases signed
1588 by all the suppliers and subcontractors from whom you have received this notice. If
1589 they cannot obtain lien releases because you have not paid them, you may use the
1590 dual payee check method to protect yourself.

1591 • **You should take appropriate steps to protect your property from liens.**

1592 • **Your prime Contractor and your construction lender are required by law to give**
1593 **you this written information about lien claims.**

1594 I have received a copy of this important information & this "Notice to Owner."
1595

1596 Customer's Signature: X _____ Date: X _____
1597

1598 Print Full Names: X _____
1599

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1607 F625-054-000 / construction lien notice / page 2 of 2 / 11-05

1608

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

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

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

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

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

1614

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

1615

1616

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

1617

1618

1619

1620

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

1621

Customer's full address

1622

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.

1623

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

1628

1629

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

1630

1631

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

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This is a Contractor, Subcontractor, Supplier

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Indicate all that apply with checkmark(s)

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

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<u>Print Name of Person Signing Release</u>	<u>Title</u>	<u>Date</u>
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This is a Contractor, Subcontractor, Supplier

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Indicate all that apply with checkmark(s)

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I have received a copy of this Lien Release Form.

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<u>(Signature of Customer)</u>	<u>Date Signed</u>
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Full Customer's Names (Print)

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

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NOTICE TO BE POSTED BY PRIME CONTRACTOR

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

Jobsite Information:

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

Contractor's Information:

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

Surety Bond:

Bond Type: Continuous Contractor's Bond
Agency: SuretyBonds.com
Bond Number: 64787115
State: Washington
Bond Amount: \$12,000.00
Term Dates: 9/6/2021 - 10/6/2022
Tel: 1 (800) 308-4358 • Mon-Fri 7am-7pm CST
Fax: (573)303-0131
3514 Interstate 70 Drive SE, Ste 102 • Columbia, MO 65201
Email: CustomerCare@SuretyBonds.com

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

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DATE: dd/mm/20yy

YOUR SAFETY IS VERY IMPORTANT TO US.

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

COVID-19 PANDEMIC: PLEASE KEEP A MINIMUM OF 6 FT. DISTANCE FROM US WHEN YOU INTERACT WITH US DURING THE PROJECT. ALSO, FEEL FREE TO WEAR A FACE MASK AND GLOVES, IF YOU WISH, FOR YOUR PROTECTION AND OUR PROTECTION WHEN YOU COME TO THE WORK AREAS WHERE WE ARE WORKING. WE MAY NOT WEAR FACE MASKS OR GLOVES DURING THE ENTIRE LENGTH OF THIS PROJECT. BUT WE WILL WEAR A SURGICAL MASK, IF YOU WISH, IF YOU DECIDE TO COME TO OUR WORK AREAS.

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

THANKS,
DAVID SABET
NEW ERA REMODELING & REPAIRS, LLC

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