

# NEW ERA REMODELING & REPAIRS, LLC

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

WA. DEPT. OF L&I LICENSE: NEWERER8180P

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

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

**THIS DOCUMENT IS A PART OF YOUR ESTIMATE & CONTRACTS, CHANGE ORDERS, AND INVOICES. PLEASE READ IT CAREFULLY AND FULLY BEFORE YOU SIGN ANY DOCUMENTS WITH US 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](http://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  
57 and the property owner or the homeowner. You further confirm that your spouse (if any) &  
58 you are 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.

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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 may also include  
172 additional days in case hidden problems are discovered and/or additional work is requested  
173 by the Customer. The time frame has nothing to do with the money we charge a Customer.  
174 The money we charge a Customer is for the tasks and the material costs of the project. We  
175 often finish the project sooner than the time frame we indicate in a 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 1<sup>st</sup> 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 \$50 - \$200 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 \$50-\$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 a successfully posted online  
198 Google review (good or bad – see our coupon at our NERR website), we give discount to 1st-  
199 time Customers, to schoolteachers (1<sup>st</sup> grade to 12<sup>th</sup> grade), to senior citizens (75 and  
200 older,) to the handicapped, to disabled veterans, and to on-active-duty uniformed U.S.  
201 soldiers. These discounts normally apply if we ask them to write a review (GOOD or BAD)  
202 online on the last day of the project (one discount per Customer per month.) All discounts  
203 and promotions are for labor fees only.

204 **Sales Tax:**

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

207

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

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

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

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



- 223 3. As work progresses, we will keep you updated. If we discover any hidden problems or  
224 damages or any unanticipated circumstances that requires additional work, we will  
225 discuss them with you, price them, and together, we will schedule changes in a work  
226 order.  
227  
228



- 229 4. You are always welcomed to contact us by phone, via cell phone text messaging, or  
230 by email if you wish to communicate with us regarding the ongoing project or the  
231 projects we have completed for you in the past - we will get back with you as soon as  
232 we can.  
233
- 234 5. We encourage you to give us feedbacks on the project and our performance on daily  
235 bases and once the job is complete. You can do that by email, letters, online  
236 reviews, text messaging, or other written means you wish.

237 **Other issues:**

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

247 **Estimate & Contracts, Invoices, Change Orders (collectively called Contracts):** Before  
248 signing any Contracts, the Customer must read the Contract's details and this GT&C in full  
249 details and ask for clarifications if they do not understand any parts of them, and **in writing**,  
250 request changes to be made if they do not agree to any issues. If we agree to the requested  
251 changes, then we will make the changes before asking the Customer to sign the Contract.  
252 This GT&C is a part of every Contract we sign with a Customer. The Customer must also read  
253 the scope of work listed on the Contracts and ask us for corrections if they find errors or  
254 omissions before signing the Contracts. If errors or omissions are detected after the Contracts  
255 are signed, then the most stringent case that is to NERR's advantage shall prevail! If we  
256 mutually agree that the Contract needs to be rewritten and signed again, then we will make  
257 the corrections and price the project correctly as well if necessary. A Contract number is the  
258 date when the Contract was issued. For example, 2022-0307-JDO, indicates that the Contract  
259 was issued on March 07, 2022 and the "JDO" is extracted from the Customer's names "John  
260 Doe."

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

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

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

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

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

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

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

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

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

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

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

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

364 fall, and injuries to anyone (including Customers' pets and/or guests) due to walking on our  
365 floor coverings or tripping over our tools, equipment, or supplies. We will not be liable for  
366 safety of pets or children chewing on our live electrical wires either!!!

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

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

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

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

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

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

424 **Parts by Customers:** The Customer must buy **all the items** which they have agreed to buy  
425 for their project and have them ready at the jobsite **before the 1<sup>st</sup> day of the project** for our  
426 inspection to avoid delays in completing their project on time. NERR is often fully booked a  
427 few months ahead of time and projects are scheduled back-to-back in advance and we need  
428 to start them on time and finish them on time too. We thank you for your cooperation in  
429 advance. If the Customer is supposed to buy and install a shower door glass and/or a tub  
430 door glass (collectively called shower enclosure,) this can be done after we finish building the  
431 shower and/or the shower/tub combination. We will charge additional fees for making

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

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

455 **Binding Contract:** Our signatures on the Contract indicate that all involved parties agree to  
456 all terms and conditions of the Contract and this GT&C. Once the Contract is signed, the  
457 previous versions of the Estimate & Contracts, if any, for that particular project is immediately  
458 voided. By signing the Contract, all parties also agree to this GT&C which is also available at  
459 our Website at [www.neweraremodeling.com](http://www.neweraremodeling.com). Please note that NERR revises and updates the  
460 GT&C on regular bases. So, please download or print our GT&C immediately and save it  
461 when you sign a contract with us if we have not given you a printed copy or an electronic copy  
462 already. The tab link for this GT&C is at the top of the Home page of our Website under  
463 "Terms & Conditions". Please make sure to read it fully and carefully and let us know, in  
464 writing, if you have any questions, need clarifications, or need written modifications before  
465 you sign the Contract. Please let us know if you have any difficulties finding this GT&C at our  
466 Website or if you have difficulties printing it so we can help you get a printed copy. Please

467 print and attach a copy of this GT&C to the E&C, Change Order(s), invoices, quotes, ...etc.  
468 you sign with us for future reference. The Contract is not valid if it is not signed and dated by  
469 **both** the Customer and NERR. In addition, **the Contract is not valid (not binding) either until**  
470 **the deposit or the full payment ,if required, is received by NERR's business owner even if the**  
471 **Contract is signed by both the Customer & NERR. We (NERR) have the right to cancel any**  
472 **signed contracts or verbal agreements if we experience any difficulties with the Customer**  
473 **before or during any projects without assuming any liabilities whatsoever!!!**

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

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

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

498 **Health & Safety Plan:** We have a written health & safety plan for NERR, our workers,  
499 employees, subcontractors, Customers, and the people & pets associated with the Customer



500 at every Jobsite. Please let us know in writing if you wish to have an electronic copy or printed  
501 copy of it for your review so we can provide it to you before signing any contracts with us.  
502 This Health & Safety Plan is also available at the bottom of the Home Page at our website  
503 ([www.NewEraRemodeling.com](http://www.NewEraRemodeling.com)).

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

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

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

528 **Tiles & Tile Sizes:** Due to uneven, crooked, wavy, skewed, unplumbed, non-90-degree  
529 angles between walls, non-90-degree angles between walls & ceiling, non-90-degree angles  
530 between walls and floor, non-flat walls, non-flat ceiling, crocket studs, unplumbed studs,...

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

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

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

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

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

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

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

596 **Additional Trips to Complete a Project:** There will be an additional minimum of \$95 daily  
597 trip charges + our usual labor fees and part costs each time we have to come back to the  
598 Jobsite to finish a project due to lack of parts the Customer fails to provide on time for us; or

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

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

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

626 **Thinset, Thinset Adhesive, or Glue:** NERR, at its own professional discretion, may use  
627 either thinset, adhesive thinset, or other appropriate glues/adhesives to install tiles on walls,  
628 ceilings, and/or floors. For the purpose of reducing the cost of a project, upon Customer's  
629 request, we offer alternative less expensive ways of installing tiles directly over existing floor  
630 tiles or over existing linoleum flooring to a Customer who has limited budget for a project.  
631 These cost reducing suggestions may not be according to any industry standards. The

632 Customer is ultimately and eventually fully responsible for the choices they make regardless  
633 of what we may suggest!

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



649

650 **Purchasing Locations:** We strongly suggest that the Customer buy the parts they wish to  
651 provide to us for their project from a local store which has good return policies. That way, if  
652 an item is found to be defective or not appropriate for the job, it can be returned or exchanged  
653 without delays. We also suggest that if the Customer must buy something online, they buy  
654 them well ahead of time, examine them once they arrive, and have them onsite long before  
655 the 1<sup>st</sup> day of the project to make sure there will be no delays in completing the project as we  
656 normally are pre-booked for a few months ahead of time and other projects are scheduled  
657 back-to-back. Please do not buy product from overseas for the same above reasons. Plus,  
658 the foreign products may not be up to American standards or we may not be familiar with  
659 them and we may not be able to install them. The Customer will be charged additional fees

660 if we are not familiar with the parts they have bought or if the parts they have bought are not  
661 appropriate for installation and cause delays in completing the project. If we have to come  
662 back and finish a project due to Customer's failure to provide the appropriate needed parts,  
663 there will be a minimum of \$95 trip fee **per trip** + minimum of \$400 additional fee **each time**  
664 for remobilizing our tools, equipment, and supplies back to the Jobsite to complete the project.  
665 Our availability to come back and finish a job depends on how many projects are scheduled  
666 with other Customers and how long it will take us to complete those projects before we can  
667 come back to finish your unfinished project. **The Customer must pay us the balance in full**  
668 **owed on the invoices or Contracts when we are done with other doable tasks of the project**  
669 **on the day we can no longer continue the project due to lack of parts. The Customer also**  
670 **agrees to pay us the minimum \$95 daily trip charges and the minimum \$400 remobilization**  
671 **fees + any additional labor fees & part costs for additional tasks to be performed by us** **ahead**  
672 **of time and in full** for us to come back and continue the project.

673 **Working Days & Hours:** Our normal working days are usually Monday to Friday, **between**  
674 10 a.m. and 7 p.m. excluding official holiday. Sometimes we go shopping for parts before we  
675 head toward the Customer's Jobsite, or may arrive after 10 a.m. for personal reasons, or may  
676 go to the local disposal facility to get rid of the construction trash and may get to the Jobsite  
677 after 10 a.m. During the wintertime, we may choose to leave the Jobsite sooner due to bad  
678 weather, poor road conditions, narrow and dangerous roads around the Jobsite, darkness,  
679 personal reasons, ...etc. **In other words, we may arrive at the jobsite any time between 10**  
680 **a.m. and 7 p.m. and we may leave the jobsite anytime between 10 a.m. and 7 p.m. at our sole**  
681 **discretion!** If we decide to change these working hours, we will let the customer know ahead  
682 of time and get their confirmation.

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

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

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

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

723 **Workmanship Guarantee: All given workmanship guarantees must be in writing.**  
724 **Verbal or other form of non-written workmanship guarantees shall be invalid for all**  
725 **projects, Contracts, Change orders, Invoices, claims, ... etc.** All Limited Workmanship  
726 Guarantees, if any, start on the 1<sup>st</sup> day of the project and end either after the 1<sup>st</sup> repair is  
727 done during the guarantee period or ends after the number of guaranteed days we have  
728 given you in the written limited workmanship guarantee. For example, if we have given you

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

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

761 Our **Comprehensive Workmanship Guarantee** will specify the length of the guarantee in  
762 days and the number of repairs or trips allowed. During this type of guarantee period, if you  
763 find any problems with our workmanship after the job is completed, we will come back and

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764 repair it/them for free (free labor + free materials & parts which we purchased for your  
765 project.)

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

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

788 If your E&C does not show any guarantee, you must specifically ask for a written guarantee  
789 if you wish, so we can include that additional cost in the Contract. We do not give guarantee  
790 for any landscaping work we do as many environmental factors (such as improper watering,  
791 lack of sunshine, improper fertilization, disease, improper use, or treatment, ... etc.) Which  
792 are out of our control can adversely affect the quality of work done after we complete the  
793 project. **Quality of our workmanship or Customer satisfaction for quality of work is not**  
794 **guaranteed under any circumstances or by any means for any projects or any**  
795 **workmanship guarantee repairs. NERR assumes that the Customer has done his/her**  
796 **homework in finding us as a contractor with a good online reputation for their project.**  
797 **We will do the work based on our preferences and expertise. If the Customer wishes**

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798 us to follow certain protocol or standard, or do the work in certain way, then the  
799 Customer must provide us with that written protocol or standard before they sign any  
800 Contract with us so we can price it accordingly. People who are picky, unreasonable,  
801 or perfectionists are advised to seek help for their projects elsewhere!!! Also, our  
802 guarantees, if any, are not a "money back guarantee" or "satisfaction guarantee" under  
803 any circumstances or by any means whatsoever!"

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

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

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

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

828 All guarantees and warranties are voided if the Customer fails to pay for his or her  
829 project in full on the last day of the project or when we request a payment. We also

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830 have the right to refuse to continue to serve a Customer, if any work is left to be done,  
831 if the customer fails to pay his or her bills when we ask for payments.

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

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

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

840 We charge a minimum fee of \$95 for making a house call for a “False Alarm.” A False Alarm  
841 is when a Customer who has a written workmanship guarantee from us, calls us to do a  
842 guaranteed repair and we find out that the problem is not associated with the work we have  
843 done or is a “cosmetic” issue which is not covered under our workmanship guarantee. Again,  
844 we do not cover “cosmetic” issues in our workmanship guarantee at all! Anything that is not  
845 functioning correctly or has lost its integrity (technical problems) and is due to how wrongly  
846 installed or wrongly repaired, is covered. For example, plumbing leaks, loose tiles, toilet  
847 leaks, faucet leaks, shower or tub leaks, roof leaks, window leaks, loose grout, electrical  
848 problems, mechanical problems, doors or windows not functioning correctly, ... etc. are  
849 considered technical problems and are covered under our workmanship guarantee if you  
850 have a written workmanship guarantee from us. If any of the above problems are caused by  
851 foundation settlings, floods, storms, earthquakes, acts of wars, acts of nature, other  
852 contributing problems in the house/facility, terrorism, alterations/modifications done by the  
853 Customer, act of another contractor hired by the Customer, defective products, or anything  
854 that has caused damage to the project NERR has completed, then these problems **are not**  
855 **covered** under our workmanship guarantee. All other non-technical issues fall under  
856 “cosmetic” issues and problems and **are not covered** by our guarantees. **We will be the sole**  
857 **judge of what is a cosmetic issue or what is a technical problem.** In addition to the  
858 minimum \$95 house call fee, if we decide to do the requested repairs, we will charge our  
859 regular labor rate + material costs if the (former) Customer still want us to remedy the problem  
860 they have, or they think they have. Crack or fracture repairs (cracks or fractures in walls,  
861 ceilings, floors, ground, decks, ... etc.) are not guaranteed in any shape or forms because the  
862 cracks are normally due to settling problems or severe storms and we have no control over

863 them. We normally advise the Customer to remedy the conditions which contribute to settling  
864 problems before we repair the cracks or before fixing a door or a window which is not  
865 functioning correctly. Remedies suggested by us often include installation and **regular &**  
866 **proper use** of sprinkler systems, soaker hose systems, and/or foundation repairs. We  
867 strongly suggest that the Customers consistently and regularly (especially during the hot  
868 season, May through October for example) keep the property's ground areas adequately  
869 moist. In some cases, this will most likely eliminate or minimize settling problems!!!

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

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

888 A 15% (APR, compounded daily) late fee will be added, by NERR, to each late payment  
889 plus additional legal fees, attorney's fees, mediator fees, and other out of pocket fees and  
890 costs (see **Attorney's & Legal Fees** below for more details) for collecting the unpaid  
891 balances, settling disputes and disagreements, forfeited discounts, late payment fees and  
892 penalties, labor & volume discounts, and all other financial damages done to NERR  
893 (including to NERR's employees, workers, and sub-contractors.) Payments are considered  
894 late if not paid in full on the due date and due time as we indicate to you. In case of  
895 nonpayment(s), short payment(s), charge back(s), and or disputes over payment(s) or  
896 disputes over the scope of work, quality of work, method of work,...claims of defective work,

897 etc. which would results in utilization of services of collection agencies / attorneys,  
898 arbitrators, mediators, or use of the legal system by either parties, all discounts, incentives  
899 the Customer may have received from us, guarantees and warranties (if any) and the labor  
900 & volume discounts (if any) are automatically, permanently, and immediately voided for the  
901 entire project regardless of who is at fault! In this case, all, if any, given discounts,  
902 incentives, guarantees & warranties, labor & volume discounts, will be forfeited and  
903 payable immediately by the Customer.

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

921 We expect the Customer to be considerate, polite, reasonable, and cooperative, and  
922 friendly to us as we will be to them. We will not tolerate rudeness, picky people,  
923 perfectionists, or people who try to tell us how to do our work. If any problems, disputes,  
924 disagreements, or dissatisfactions arise between the parties (NERR & the Customer) during  
925 the project, NERR has the right to quit working and end the project to avoid further  
926 complications and problems. In this case, the Customer is still fully liable to pay the  
927 remaining of his/her balance in full for the project. If we quit working due to the above  
928 problems, and if the Customer wishes us to come back and finish the project, and if we  
929 agree to do so, we will have the right to demand that the Customer pay us the remaining  
930 balance in full before we come back to complete the project. In that case, all given  
931 discounts, and incentives, if any, will be forfeited as well! Also, at least an additional \$400

932 will be added to the balance for re-mobilizing tools, equipment, and supplies back to the  
933 Jobsite. **These amounts must be prepaid by the Customer.**

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

939

#### 940 **Attorneys' & Legal Fees:**

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

#### 956 **Payments:**

957 For big projects, at least 50% of the total amount is required on the day both parties sign a  
958 Contract and the remaining balance is due on the last day of the project. If the Contract  
959 includes special orders, NERR will require the Customer to pre-pay for the special orders in  
960 addition to the 50% deposit. For all projects, small or large, the last day of the project is when  
961 we submit to you the invoice for the remaining balance or when we verbally or in writing  
962 announce to you that the project is completed. If the Customer fails to pay his or her invoices  
963 or the balances of his or her Contracts **in full** as we request, the Customer instantly loses all

964 discounts, incentives given, workmanship guarantees & warranties, if any. A 15% APR  
965 (compounded daily) late fee will be added to each late payment plus additional legal fees (see  
966 **Attorneys' & Legal Fees** above) for collecting the unpaid balances. Payments are  
967 considered late after the due time & date. If you (the Customer) have agreed to write an  
968 online review (good or bad) according to the E&C, the Customer's review must be posted on  
969 the last day of the project and before the Customer make his/her final balance payment (even  
970 if balance payment is paid partially by the Customer.) In this case, the online review is  
971 equivalent to the labor discount and volume discount or any other discounts you have  
972 received for the project. If you fail to write & post the online review before making your final  
973 balance payment, or change your mind about writing & posting the online review, you will  
974 lose the labor discount and the other discounts you had received in the E&C you signed. We  
975 do not accept promises from our Customers who want to take the discount and write & post  
976 the review later!

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

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

999

1000 **Other legal Issues:**

1001 If there are any issues or elements in this GT&C or in the Contracts we sign with a  
1002 Customer which are mistakenly addressed out of not knowing the laws, rules, and  
1003 regulations and not according to the laws, rules, and regulations of the land (country, state,  
1004 county, city, or district,) then what is legally correct shall prevail and be applied equally for  
1005 all involved parties.

1006 **Liability Issues:**

1007 Our maximum liability due to accidental damages to a Customer's property is limited to the  
1008 total amount of labor fee we have charged a Customer for the task we were performing  
1009 when the accident happened! For other liability issues, please read the details of our  
1010 general liability insurance policy and the details of our bond which are available at our NERR  
1011 Website, on the Home Page, under "License & Insurance" tab before signing any Contract  
1012 with us. Also, do not sign any Contract with us if you feel like our liability insurance and our  
1013 bond do not meet your particular needs or concerns. We also strongly suggest that you  
1014 consult with an insurance lawyer to make sure you understand the details of our general  
1015 liability insurance policy and our bond and their limitations and exclusions. We will not be  
1016 liable to pay anything to a Customer, anyone associated with the Customer, any  
1017 subcontractor, or supplier, in any shape or forms beyond the limits of our bond or what our  
1018 liability insurance decides to pay, if any!

1019 **Contraction of Infectious Diseases:** We try to be careful, clean, and conscientious about  
1020 health and safety of ourselves and all whom we interact with, deal with, and work with. By  
1021 no means, in any shape or form, or under any circumstances whatsoever, NERR, its  
1022 subcontractors, employees, contract workers, or suppliers assume liabilities of any kind, if a  
1023 Customer, Customers' family members and/or pets, and/or other occupants or associates of  
1024 the Customer get infected by viruses and/or bacteria of any kind by coming into contact with  
1025 us before, during, and/or after any project or business transactions.

1026 Similarly, NERR assumes no liabilities of any kind if our employees, contract workers,  
1027 subcontractors, and/or our suppliers get infected by viruses and/or bacteria of any kind by



1028 coming into contact with us or coming into contact with the Customer for any reasons  
1029 whatsoever.

1030 **Any person or entity that wishes to work with us that may get infected by coming into**  
1031 **contact with us in any shape or form whatsoever does so at his or her own risk!**  
1032

1033 **Blogs & Posts:** Please consult with your attorney, interior designer, medical doctor,  
1034 healthcare provider, financial consultant/planner, accountant, other contractors, architect,  
1035 State or local licensing government offices/agencies, and/or other professional advisor,  
1036 etc. ... for advice concerning your particular circumstances. The information contained in  
1037 our blogs and posts are for general informational and educational purposes only and  
1038 should not be construed as professional, financial, or legal advice or an expert opinion on  
1039 specific facts, issues, or circumstances. The information or opinions contained within our  
1040 blogs & posts should not be construed by any consumer and/or prospective  
1041 Customer/client as an offer to sell or the solicitation of an offer to buy any particular  
1042 product or service. NERR does not guarantee the accuracy of this information or any  
1043 results and further assume no liability in connection with these publications, including but  
1044 not limited to any suggestions contained herein. **Any person or entity that, in any shape**  
1045 **or form whatsoever, relies on the information contained in our blogs & posts does so**  
1046 **at his or her own risk!**  
1047

1048 **Availability:**

1049 It all depends on the work load we have on hand when you contact us. Generally, we can  
1050 meet you for an initial consultation a few days after you contact us, if not immediately. How  
1051 readily we can respond to emergencies depends on our availability, but we can normally  
1052 accommodate you immediately or quickly.

1053 For guaranteed repairs during the guarantee period, our availability depends on the work load  
1054 we have on hand. You must be patient until we find an adequate time frame to come and do  
1055 the repair work. Please note that most of our projects take 3 to 4 weeks to complete and we  
1056 are often fully booked for a few months ahead of time. For small guaranteed repairs, we  
1057 normally can fit your repair needs within our ongoing projects. We do most of the guaranteed  
1058 repairs during the weekends when we are not working on other projects during the weekends.

1059 **References:**

1060 A list of up to three (3) references will be provided to a potential Customer upon a written  
1061 request before signing a Contract with NERR. Please also read the reviews our formers  
1062 Customers have posted on Google.com, YP.com, AngiesList.com, Yelp, Better Business  
1063 Bureau (BBB.org), and other places on the internet. We will only provide references to  
1064 potential Customers who have studied our E&C and this GT&C and fully agree to them and  
1065 are potentially ready to sign them.

1066 **Contact Information:**

1067 David Sabet

1068 Business Owner

1069 Mailing Address:

1070 2305 Kildane Way, SE

1071 Olympia, WA 98501

1072

1073 Office Tel: 360-706-9097

1074 Mobile Tel: 360-706-9097

1075

1076 Normal Business Hours: **Between** 10:00 am and 7:00 pm, Mon-Fri.

1077

1078 We are normally open 5 days a week to work on projects and occasionally serve potential  
1079 new Customers on weekends as well at our sole discretion.

1080 **24 Hour Emergency: Call 360-706-9097**

1081 Email: [ServiceNow@NewEraRemodeling.com](mailto:ServiceNow@NewEraRemodeling.com)

1082 Website: [www.NewEraRemodeling.com](http://www.NewEraRemodeling.com)

1083 **Additional Fees Before, During, and/or After the Project:**

1084 Some Typical **Minimum Labor** Charges/Fees - Some of these tasks will be done by our  
1085 licensed expert sub-contractors (Sales Taxes are not included):

- 1086
- Sampling a wall for paint color matching: \$75
  - Building or installing a niche in a shower: \$450
- 1087

- 1088 • Building or installing and tiling a niche in a shower: \$675
- 1089 • Replacing 1 vanity faucet: \$120
- 1090 • General Handyman work: \$90 for the 1<sup>st</sup> hour, \$45 per hour thereafter in 30 min.
- 1091 increments
- 1092 • Installing seamless shower glass guard (up to 30" wide) with correcting the wall and
- 1093 the floor,: \$450
- 1094 • Replacing a rusted toilet flange: \$160
- 1095 • Replacing 1 wall light fixture above a vanity: \$90
- 1096 • Replacing an ordinary toilet with a new ordinary one: \$120
- 1097 • Replacing an ordinary toilet with a new skirted toilet: \$200
- 1098 • Replacing a skirted toilet with a new skirted one: \$225
- 1099 • Assembling a toilet before installation: \$60
- 1100 • Picking up 1 item from a local store on behalf of a Customer: \$75
- 1101 • Separating the ceiling color from the wall color for 1 average size room: \$80 to \$120
- 1102 • Separating 2 colors on walls in 1 average size room: \$160
- 1103 • Replacing a door lock with a new same/similar lock: \$75
- 1104 • Adjusting a door's latch/catch: \$65
- 1105 • Replacing a weather stripping on a door: \$75
- 1106 • Building a small triangular bench at a corner of a shower and tiling it: \$675
- 1107 • Replacing a typical average size flat mirror with 1 framed mirror in a bathroom: \$125
- 1108 • Replacing a typical average size flat mirror located above a double sink vanity with 2
- 1109 framed mirrors in a bathroom: \$225 (wall repairs and/or painting not included!)
- 1110 • Replacing an exhaust fan with a new same size in a bathroom: \$400
- 1111 • Installing an exhaust fan with 1 switch on the wall in a bathroom: \$800
- 1112 • Installing 1 recessed ceiling light in a bathroom and connecting it to an existing wall
- 1113 switch: \$450
- 1114 • Installing 1 recessed ceiling light in a bathroom and connecting it to an independent
- 1115 new wall switch: \$650
- 1116 • Wiring & installing an electric outlet on wall without cutting the sheetrock for passing
- 1117 wires: \$175 to \$350
- 1118 • Wiring & installing an electric outlet or a wall switch by cutting the sheetrock for passing
- 1119 wires + patching the sheetrock, texturing, and painting the repaired areas only: \$400-
- 1120 \$650
- 1121 • Installing bullnose tiles or metal tile trims or PVC tile trims in shower or shower/tub
- 1122 \$240 to \$360

- 1123 • Revising a contract due to changes made by the Customer: \$50
- 1124 • Moving an outlet a few inches to a new location: \$120
- 1125 • Moving a double gang electric switch box a few inches to a new location: \$320
- 1126 • Installing a grab bar on tiles in a shower: \$75 each
- 1127 • Replacing towel bars, towel hooks, toilet paper holder, etc.: \$40 each
- 1128 • Installing 1 row of accent tile in a shower: \$240
- 1129 • Moving location of a wall light fixture located above a vanity: \$280
- 1130 • Fixing, texturing, and painting a wall where a mirror was removed: \$180
- 1131 • Staining an average size vanity cabinet without changing the color: \$380
- 1132 • Staining an average size vanity cabinet and changing the color: \$680
- 1133 • Painting an average size vanity cabinet without changing the color: \$175
- 1134 • Painting an average size vanity cabinet and changing the color: \$680
- 1135 • Installing a Prehung door, caulking and painting it: \$675
- 1136 • Tiling an average bathroom floor (about 40 Sf) with 12"x24" tiles: \$685
- 1137 • Replacing, caulking, and painting base boards in an average bathroom (about 40 sf in size): \$165
- 1138
- 1139 • Installing a standard size recessed medicine cabinet: \$360
- 1140 • Installing a spa shower fixture instead of a regular simple fixture: \$250
- 1141 • Fixing, texturing, painting a wall section behind a big mirror after the big mirror was removed in preparation to install 2 framed mirrors: \$225
- 1142
- 1143 • Painting walls & ceiling of an average size guest bathroom (1 color): \$300
- 1144 • Painting walls & ceiling of an average size master bathroom (1 color): \$600
- 1145 • Painting walls & ceiling of a small size closet (1 color): \$240
- 1146 • Painting walls & ceiling of an average size master closet (1 color): \$600 to \$900
- 1147 • Painting walls, ceiling, and shelves of an average size pantry (1 semi-gloss color): \$500 to \$800
- 1148
- 1149 • Drywall repairs, less than 2 sf, texture & paint: \$275
- 1150 • Replacing a bathroom door with a same size pre-hung door + caulking & painting the door on both sides: \$650
- 1151
- 1152 • Replacing an exterior entry door, including caulking & painting the jamb and the casings: 700
- 1153
- 1154 • Texturing & painting an average guest bathroom (1 color for ceiling & walls): \$675
- 1155 • Texturing & painting an average master bathroom (1 color for ceiling & walls): \$1,200
- 1156 • Install a ½ glass wall / splash guard for a shower (parts & labor): \$1,200
- 1157 • Barn Door: Installation of a pre-finished, pre-painted, or pre-stained barn door: \$475

- 1158 • 1 Glass Shower Guard (up to 30" wide) installation without correcting the wall and the  
1159 floor: \$300
- 1160 • Clearing a bathroom sink's drainpipes: \$225
- 1161 • Clearing a kitchen sink's drainpipes: \$325
- 1162 • Replacing a bathroom water fixture without replacing the water valves or the water  
1163 supply hoses: \$120
- 1164 • Replacing a bathroom water fixture and replacing the water valves and the water  
1165 supply hoses: \$160
- 1166 • Plumbing for replacing a simple shower water fixture with 1 handle and 1 shower head:  
1167 \$400. This price does not include breaking the wall and fixing the wall after the  
1168 plumbing work is done.
- 1169 • Plumbing for replacing a simple shower water fixture with a spa shower fixture with1  
1170 handle and 1 shower head: \$600 or more depending on the complexity of the  
1171 installation. This price does not include breaking the wall and fixing the wall after the  
1172 plumbing work is done.
- 1173 • Adjusting the location of a drain in a shower after demolition: \$320
- 1174 • Adjusting the location of a drain in a shower including initial demolition: \$480
- 1175

## 1176 Privacy Policy

1177 You are welcomed to use our NERR internet Website(s). NERR wants you to know what  
1178 information we learn about you when you visit our Website(s), what we do with that  
1179 information and any other information you voluntarily provide us through our Website(s) or by  
1180 other means and how you can view or change the information we have. This privacy policy  
1181 describes our information collection and use practices on our Website(s). It does not apply to  
1182 information you might provide on one of our possible partners or affiliates, nor does it apply  
1183 to information you may provide to us through other forums, including offline or through  
1184 electronic mail.

1185  
1186 We do not share or resell any information you provide to us. We are dedicated to ensuring  
1187 your privacy and the confidentiality of any personal information.  
1188

### 1189 Information Collected at NERR's Website(s):

1190 There are two types of information that we can learn about you as you browse and use  
1191 NERR's Website(s.) Each type of information can be used in a different way.

1192 1. Internet-related Information - generic statistical and demographic information that we may  
1193 gather passively from visitors to the Website(s).

1194 2. Personal Information that you provide when registering, ordering online, entering a  
1195 promotion, or contacting us.

### 1196 **Internet-Related Information Gathered Passively:**

1197 We may collect Internet-related Information from visitors to our Website(s), including the  
1198 referring URL, your IP address, which browser you used to come to the Website(s), the  
1199 country, state or province, the pages of our Website(s) that you viewed during your visit and  
1200 any search terms entered on our Website(s), etc. for the purposes of system administration,  
1201 to gather broad demographic information, and to monitor the level of activity on our  
1202 Website(s). We may track Customers' traffic patterns throughout their online sessions,  
1203 including which pages or specific URLs a Customer views while using the Website(s). We  
1204 may use your Internet-related Information to diagnose problems with our servers and software  
1205 and to administer our Website(s). We may share aggregated statistics about pages viewed  
1206 on our Website(s), demographic information and sales and other shopping information with  
1207 third parties to enrich your visitor experience.

### 1208 **Actively Collected Personal Information You Provide:**

1209 If you provide information about yourself by registering at our Website(s), ordering a product,  
1210 requesting services, filling out a survey, entering a promotion (including contests,  
1211 sweepstakes, offers and rebates) or otherwise voluntarily telling us about yourself or your  
1212 activities, we will collect and use that Personal Information to respond to your request, and  
1213 for other internal business purposes, including identifying consumer preferences and  
1214 improving our products and services and the content of our Website(s). This information may  
1215 be disclosed to our staff and to third parties involved in the completion of your transaction, the  
1216 delivery of your order, requested services, or the analysis and support of your use of the  
1217 Website(s). Please note that if you provide an email address and chose to access our  
1218 Website(s) through links we send to that email account, NERR and to third-parties NERR has  
1219 Contracted with may collect personally identifiable information about your behavior, including  
1220 purchasing behavior, time spent on the Websites, and any downloaded materials. This

1221 information will only be used for re-marketing purposes by NERR and will not be sold to any  
1222 third party. We may also contact you by email, regular mail, fax, text message, or telephone  
1223 from time to time with information about our new products and services, special offers,  
1224 upcoming events, and changes to our Website(s.) If you do not wish to be contacted by all or  
1225 any of these methods, you may let us know by sending an email message to us at  
1226 [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com). Please be sure to give us your exact name and  
1227 address, and your detailed request so we can respond appropriately.

#### 1228 **How to Access or Modify Your Personal Information:**

1229 You have the right to access and modify your Personal Information if we store them at our  
1230 Website(s). If you have registered with our Website(s), you can access or modify your stored  
1231 Personal Information by accessing the "My Account" areas of the Websites, or you can access  
1232 and change your Personal Information by contacting us at  
1233 [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com). Your information will be updated within 10 business  
1234 days.

#### 1235 **Sharing Information:**

1236 If you provide us with your consent, we may share your Personal Information with our affiliates  
1237 and business partners with whom we have joint marketing arrangements. We may also give  
1238 you the opportunity, at the time that you provide us with your contact information, to have your  
1239 information shared with other third parties or posted on our Website(s) for reasons we will  
1240 describe at the time we make the request. If you do not want us to share your Personal  
1241 Information with our marketing affiliates and business partners, then please let us know by  
1242 contacting us at [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com) or via mail at NERR, Website  
1243 Privacy, 2305 Kildane Way, SE, Olympia, WA 98501, or via telephone at 360-706-9097.

1244 We employ other companies to perform certain functions on our behalf, such as fulfilling  
1245 orders, delivering packages, re-marketing services and services related to the design,  
1246 maintenance and improvement of our Website(s) and our database and related systems.  
1247 These companies have access to your information. We may arrange with a payment  
1248 processing company to process your credit card related purchases. They use SSL encryption  
1249 of your credit card information. Please let us know if you wish to access this company's  
1250 Website(s) and privacy policy to read more about the security measures they employ. We  
1251 have arranged with third party providers to help us with marketing services and information  
1252 gathering. They may collect anonymous information about your visits to our Website(s), and

1253 your interaction with our products and services. They may also use information about your  
1254 visits to this and other Web Websites to target information for goods and services. This  
1255 anonymous information is collected using a pixel tag, which is industry standard technology  
1256 used by most major web Websites. No personally identifiable information is collected or used  
1257 in this process. They do not know the name, phone number, address, email address, or any  
1258 personally identifying information about the user.

1259 Regardless of whether you have provided us with consent, we will share your information with  
1260 those companies that perform certain functions on our behalf under Contract to us, and as  
1261 may be necessary to comply with applicable laws, police investigations, or in legal  
1262 proceedings where disclosure of such information is relevant and permitted by law. NERR will  
1263 also assign, sell, license, or otherwise transfer to a third party your name, address, e-mail  
1264 address, member name and any other Personal Information in connection with an  
1265 assignment, sale, joint venture, or other transfer or disposition of a portion or all of the NERR  
1266 service, or the assets, business or stock of (if any) NERR.

#### 1267 **Links to Other Websites:**

1268 On our Website(s), we may provide as a convenience to you links to other Websites, including  
1269 Websites operated by us, our partners, associates, or independent third parties. These links  
1270 are provided as a convenience to you. Each Website has its own privacy practices, as  
1271 described in that Website's privacy policy. Those practices may be different than the practices  
1272 described herein, and we urge you to read each Website's privacy policy carefully before you  
1273 use or submit information to that Website. Additionally, to the extent that you follow a link to  
1274 a Website operated by an independent third party, please be aware that we exercise no  
1275 authority or control over that third party, and cannot and are not responsible for any  
1276 information that you may submit at that Website.

#### 1277 **Where We Store and How We Secure Your Personal Information:**

1278 Your Personal Information may be kept in a database held on servers kept in a physically and  
1279 technologically secure environments located outside our local business location accessed  
1280 only by authorized personnel or Contractors who are required to keep your information  
1281 confidential. All transmissions of your credit card information are encrypted. We also have in  
1282 place internal procedures to confirm general company compliance with this Policy.



1283 Your information may be transferred to NERR, located in Olympia, the State of Washington,  
1284 United States of America, which location may be outside of your own state and/or country,  
1285 and by providing us with your information, you are consenting to such transfer. Although we  
1286 will use all reasonable efforts to safeguard the confidentiality of any Personal Information  
1287 collected, we will not be liable for disclosure of Personal Information obtained due to errors in  
1288 transmission or the unauthorized acts of third parties.

1289 **Important Note to Kids:**

1290 We do not wish to obtain personal information from children under 18 who are using our  
1291 Website(s) unsupervised. Before providing us your name, address, e-mail address or any  
1292 other personal information, be sure to ask your parents or guardian for permission. Parents  
1293 and/or guardians are responsible for supervising the activities of their children while their  
1294 children use our Website(s).

1295 **Username and Password:**

1296 You are responsible for maintaining the confidentiality of your username and password. You  
1297 shall be responsible for all uses of your membership, whether or not authorized by you. You  
1298 agree to immediately notify NERR of any unauthorized use of your username or password.

1299 **Cookies:**

1300 Like many other commercial Websites, we may utilize a standard technology called a "cookie"  
1301 to collect information about how our Website(s) is/are used. A cookie is a small data text file,  
1302 which a Website stores on your computer's hard drive (if your Web browser permits) that can  
1303 later be retrieved to identify you to us. Cookies were designed to help a Website recognize a  
1304 user's browser as a previous visitor and thus save and remember any preferences that may  
1305 have been set while the user was browsing the Website. A cookie cannot be read by a  
1306 Website other than the one that set the cookie. Cookies can track that you are authenticated  
1307 to the Website, personalize home pages, identify which parts of a Website may have been  
1308 visited or keep track of selections, such as those selected in a "shopping cart." Our cookies  
1309 may collect your domain name and track your selections through our Website(s). A cookie  
1310 cannot retrieve any other data from your hard drive, pass on a computer virus, or capture your  
1311 e-mail address. The cookies make your use of the Websites easier, make the Websites run  
1312 more smoothly and help us to maintain secure Website.

1313 To make a purchase at the NERR Online Store (if there is one,) you need to have all cookies  
1314 enabled. Cookies are tiny text files stored on your computer when you visit certain web pages.  
1315 We use cookies to keep track of what you have in your basket and to remember you when  
1316 you return to our stores. Cookies cannot harm your computer and do not contain any personal  
1317 or private information. For information about how to disable cookies, please consult your web  
1318 browser's help menu or seek help elsewhere.

1319 **We reserve the right to change or update this GT&C at any time we wish. We will send**  
1320 **an e-mail message to previously registered visitors and inform them of the update. We**  
1321 **also reserve the right to change or update our GT&C again before we sign a Contract**  
1322 **with a Customer even if we have already given the Customer a copy of our older version**  
1323 **of the GT&C. In this case, the updated version automatically voids the older versions!!!**

1324 **What to Do If You Have Questions or Concerns about Your Information, or If You**  
1325 **Need to Contact Us:**

1326 If you are a registered user of our Website(s), and If you need information or have any  
1327 questions or concerns about this Privacy Policy or our use of your Personal Information, or  
1328 wish to review all of your Personal Information, you may contact our Director of E-  
1329 Commerce Solutions & Data via e-mail at [contactus@neweraremodeling.com](mailto:contactus@neweraremodeling.com).

1330 In order to facilitate the transfer of data between the United States Of America (USA) and  
1331 European Union (EU) countries, the USA and the EU have entered into a "safe harbor  
1332 program," under which data can be transferred from the EU to participating non-EU  
1333 companies. The program has a set of seven principles, to which NERR complies with  
1334 respect to the data collected and used as described in this Privacy Policy. As part of that  
1335 program, while we strive to respond to your concerns, we recognize that we may not always  
1336 answer all of your questions, and as such if you are an EU resident, we will participate with  
1337 the Data Protection Authority in the country in which you reside. Thus, to the extent that you  
1338 feel that your questions have not been answered, and you are a resident of an EU Member  
1339 country, you should feel free to contact the Data Protection Authority of the country in which  
1340 you reside.

1341 **Call Monitoring and Recording, Conversation Recording, Privacy Statement:**

1342 As part of our commitment to providing the best possible service, NERR may monitor and  
1343 record phone calls answered by NERR or by its hired answering service company and

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1344 made by NERR or by its hired answering service company. NERR may also archive  
1345 recorded voice mail messages. NERR records calls for training purposes, to improve  
1346 Customer service, and to ensure an accurate record of Client/Customer calls, which may be  
1347 needed to support transactions that take place over the phone or by voice mail messages.  
1348 This allows NERR to identify how NERR can better serve its Customers and/or clients.  
1349 Within the law, NERR may also record conversations with current Customers, former  
1350 Customers, subcontractors, suppliers, or potential Customers for future reference.

1351

## 1352 Legal Notice

1353 **Intellectual Property:** Unless otherwise noted, product or service names, designs, logos,  
1354 titles, text, images, audio, and video within our Website(s) and within our internet profiles  
1355 are the trademarks, service marks, trade names, copyrights, or other property of **NERR**  
1356 ("**NERR's** Intellectual Property.") All other unregistered and registered trademarks are the  
1357 property of their respective owners. Nothing contained on our Website(s) or our internet  
1358 profiles should be construed as granting, by implication, stopple, or otherwise, any license  
1359 or right to use any of **NERR's** Intellectual Property displayed on our Website(s) and internet  
1360 profiles without the written permission of **NERR**.

1361 **Emails & Text Messages:** Although e-mail & text messages and all attachments, if any, are  
1362 believed to be free of any virus or other defect that might affect any computer system into  
1363 which it is received and opened, it is the responsibility of the recipient to ensure that it is  
1364 virus-free before opening it and we bear no responsibility for any loss or damage arising in  
1365 any way from its use.

1366 **Use of Our Website(s) and NERR's Internet Profiles:** **NERR** maintains our Website(s)  
1367 and its internet profiles for your personal entertainment, information, education, use, and  
1368 communication. Please feel free to browse our Website(s) and our internet profiles. You  
1369 may download material displayed on our Website(s) or internet profiles for non-commercial  
1370 or personal use only provided you also retain all copyright and other proprietary notices  
1371 contained on the materials. You may not, however, distribute, modify, transmit, reuse, copy,  
1372 re-post, or use the content of our Website(s) and internet profiles for public or commercial  
1373 purposes, including the text, images, audio, and video without NERR's written permission.

1374 Changes periodically are made to the information contained in our Website(s) and internet  
1375 profiles.

1376 While NERR makes every effort to post accurate and reliable information, it does not guarantee or  
1377 warrant that the information on its websites or its internet profiles are complete, accurate, or up to  
1378 date. Any person or entity that relies on any information obtained from these sites does so at his or  
1379 her own sole risk.

1380  
1381 NERR assumes no responsibility for the use or application of any blogs or posted materials. Our  
1382 website and internet profiles are intended solely for the purpose of electronically providing the public  
1383 with general business-related information and convenient access to information resources.

1384  
1385 NERR assumes no responsibility for any error, omissions, inaccuracies, or other discrepancies  
1386 between the electronic and printed versions of documents.

1387 *When reading and using information contained in ours Website(s) or contained in our internet*  
1388 *profiles, please consult with your attorney, financial consultant/planner, accountant, other*  
1389 *contractors, architect, State or local licensing government offices/agencies, tax advisor, and/or*  
1390 *other professionals for advice concerning your particular circumstances. The information*  
1391 *contained in our Website(s) and internet profiles are for general informational and casual*  
1392 *educational purposes only and should not be construed as professional, tax, financial or legal*  
1393 *advice or a legal or professional opinion on specific facts or circumstances. The information or*  
1394 *opinions contained at the above-mentioned sites should not be construed by any consumer,*  
1395 *potential Customer, Customer, and/or prospective client as an offer to sell or the solicitation of an*  
1396 *offer to buy any particular product or service. NERR does not guarantee the accuracy of this*  
1397 *information or any results and further assume no liability in connection with these publications &*  
1398 *claims, including but not limited to any suggestions contained within them.*

1399

1400 **No Warranties; Limitation of Liability:** OUR WEBSITE(S) AND INTERNET PROFILES  
1401 ARE PROVIDED "AS IS" WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND,  
1402 EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED  
1403 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR  
1404 NON-INFRINGEMENT. **NERR** also assumes no responsibility, and shall not be liable for  
1405 any such damages to or viruses that may infect, your computer equipment, software, data or  
1406 other property on account of your access to, use of, or browsing in our Website(s), internet

1407 profiles, or your downloading of any materials, data, text, images, video or audio from our  
1408 Website(s), internet profiles, or any linked Websites.

1409 In no event shall **NERR**, its employees, agents, officers, shareholders, or owners, or any  
1410 other party, involved in creating, producing, maintaining or delivering our Website(s),  
1411 internet profiles, or any of their affiliates, or the officers, directors, employees, shareholders,  
1412 or agents of each of them, be liable for any damages of any kind, including without limitation  
1413 any direct, special, incidental, indirect, exemplary, punitive or consequential damages,  
1414 whether or not advised of the possibility of such damages, and on any theory of liability  
1415 whatsoever, arising out of or in connection with the use or performance of, or your browsing  
1416 in, or your links to other Websites from our Website(s) or internet profiles.

1417 **Unaffiliated Products and Websites:** Descriptions of, or references to, products, services,  
1418 publications, or Websites not owned by **NERR** or its affiliates do not imply endorsement of  
1419 those product, publication, service, or Websites. **NERR** has not reviewed all material linked  
1420 to our Website(s) and internet profiles and is not responsible for the content of any such  
1421 material. Your linking to any other Websites is at your own risk.

1422 **Communications with our Website(s):** You are prohibited from posting or transmitting any  
1423 unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory,  
1424 pornographic, or profane material or any material that could constitute or encourage  
1425 conduct that would be considered a criminal offense, give rise to civil liability, or otherwise  
1426 violate any law. **NERR** will fully cooperate with any law enforcement authorities or court  
1427 order requesting or directing **NERR** to disclose the identity of or help identify or locate  
1428 anyone posting any such information or materials.

1429 Any communication or material you transmit to our Website(s) or our internet profiles by e-  
1430 mail or otherwise, including any data, questions, comments, reviews, suggestions, or the  
1431 like is, and will be treated as, non-confidential and non-proprietary. **NERR** cannot prevent  
1432 the "harvesting" of information from our Website(s) or internet profiles, and you may be  
1433 contacted by **NERR** or unrelated third parties, by e-mail or otherwise, within or outside of  
1434 our Website(s) or internet profiles. Anything you transmit may be edited by or may not be  
1435 posted to our Website(s) or internet profiles at the sole discretion of **NERR**; and may be  
1436 used by **NERR** or its affiliates for any purpose, including, but not limited to, reproduction,  
1437 disclosure, transmission, publication, broadcast and posting. Furthermore, **NERR** is free to  
1438 use any ideas, concepts, know-how, or techniques contained in any communication you  
1439 send to our Website(s) or internet profiles for any purpose whatsoever including, but not

1440 limited to, developing, manufacturing, and marketing products or services using such  
1441 information.

1442 Although **NERR** may from time to time monitor or review discussion, chats, postings,  
1443 transmissions, bulletin boards, and the like on our Website(s) or internet profiles, **NERR** is  
1444 under no obligation to do so and assumes no responsibility or liability arising from the  
1445 content of any such locations nor for any error, defamation, libel, slander, omission,  
1446 falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any  
1447 information within such locations on our Website(s) or internet profiles. **NERR** assumes no  
1448 responsibility or liability for any actions or communications by you or any unrelated third  
1449 party within or outside of our Website(s) or internet profiles.

1450 **United States Governing Law:** NERR LLC's Website(s) and internet profiles were  
1451 developed in the United States of America in accordance with and shall be governed by,  
1452 and your browsing in and use of our Website(s) and internet profiles shall be deemed  
1453 acceptance of, the laws of the **State of Washington**, United States of America.  
1454 Notwithstanding the foregoing, our Website(s) and internet profiles may be viewed in other  
1455 parts of America or internationally and may contain references to products or services not  
1456 available in all countries or regions. References to a particular product or service do not  
1457 imply that **NERR** intends to make such products or services available in such countries or  
1458 regions.

1459

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1461

Department of Labor and Industries  
Contractor Registration



**Example of  
Disclosure Statement  
Notice to Customers**

1462

1463

1464 Business Name: New Era Remodeling & Repairs, LLC

1465

1466

1467 This Contractor is registered with the state of Washington, registration no. [NEWERER818OP](#)  
1468 has posted with the state a bond or deposit of [\\$ 12,000](#) for the purpose of  
1469 satisfying claims against the Contractor for breach of Contract including negligent or improper  
1470 work in the conduct of the Contractor's business. The expiration date of this Contractor's  
1471 registration is [09/17/2021](#).

1472  
1473 ***THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT***  
1474 ***MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.***  
1475

1476 This bond or deposit is not for your exclusive use because it covers all work performed by  
1477 this Contractor. The bond or deposit is intended to pay valid claims up to [\\$ 12,000](#) that you  
1478 and other Customers, suppliers, subcontractors, or taxing authorities may have.

1479  
1480 ***FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR***  
1481 ***CONTRACT.***  
1482

1483 You may withhold a Contractually defined percentage of your construction Contract as  
1484 retainage for a stated period of time to provide protection to you and help ensure that your  
1485 project will be completed as required by your Contract.  
1486

1487 ***YOUR PROPERTY MAY BE LIENED.***  
1488

1489 If a supplier of materials used in your construction project or an employee or subcontractor  
1490 of your Contractor or subcontractors is not paid, your property may be liened to payment  
1491 and you could pay twice for the same work.

1492  
1493 Page 1 of 2  
1494

1495 ***FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO***  
1496 ***PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH***  
1497 ***SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.***  
1498

1499 The Contractor is required to provide you with further information about lien release  
1500 documents if you request it. General information is also available from the state Department of  
1501 Labor and Industries.  
1502

1503

1504 I have received a copy of this disclosure statement.

1505

1506   X  \_\_\_\_\_

1507 Signature of Customer

1508

1509 Print Full Names:   X  \_\_\_\_\_

1510

1511

1512

*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.*

1513

1514 For more information, please refer to [RCW 18.27.114](#)

1515 F625-030-000 Disclosure Statement Notice to Customer 12-2015

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Page 2 of 2

1535

## **Example of**

1536

## **CONSTRUCTION LIEN NOTICE TO OWNER**

1537

**IMPORTANT: READ BOTH PAGES OF THIS NOTICE CAREFULLY**

1538

**PROTECT YOURSELF FROM PAYING TWICE**

1539

1540 To: \_\_\_\_\_ Customer's name \_\_\_\_\_ Date: dd/mm/20yy \_\_\_\_\_

1541

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

1542

(Description of property: street address or general location)

---



1543 From: New Era Remodeling & Repairs, LLC

1544 At the Request of: David Sabet, Business Owner

1545 Name of person ordering their professional services, materials, or equipment.

1546 **THIS IS NOT A LIEN:** This notice is sent to you to tell you who are providing professional services,  
1547 materials, or equipment for the improvement of your property and to advise you of the rights of  
1548 these persons and your responsibilities. Also take notice that laborers on your project may claim a  
1549 lien without sending you a notice.

1550 ***OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY***

1551 Under Washington law, those who furnish labor, professional services, materials, or equipment for  
1552 the repair, remodel, or alteration of you owner-occupied principal residence and who are not paid,  
1553 have a right to enforce their claim for payment against your property. This claim is known as a  
1554 construction lien. The law limits the amount that a lien claimant can claim against your property.  
1555 Claims may only be made against that portion of the Contract price you have not yet paid to your  
1556 prime Contractor as of the time this notice was given to you or three days after this notice was  
1557 mailed to you. Review page 2 of this notice for more information and ways to avoid lien claims.

1558 ***COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY***

1559 We have or will be providing professional services, materials, or equipment for the improvement of  
1560 your commercial or new residential project. In the event you or your Contractors fail to pay us, we  
1561 may file a lien against your property. A lien may be claimed for all professional services, materials,  
1562 or equipment furnished after a date that is sixty days before this notice was given to you or mailed  
1563 to you, unless the improvement to you property is the construction of a new single-family residence,  
1564 then ten days before this notice was given to you or mailed to you.

1565 Sender: \_\_\_\_\_

1566 Address: \_\_\_\_\_

1567 Telephone: \_\_\_\_\_

1568 Brief description of professional services, materials, or equipment provided or to be provided: \_\_\_\_\_

1569 \_\_\_\_\_

1570 **Important Information for your Protection**

- 1571 • This notice is sent to inform you that we have or will provide professional services,  
1572 materials or equipment for the repair, remodel, or alteration of your property. We expect  
1573 to be paid by the person who ordered our services, but if we are not paid, we have the  
1574 right to enforce our claim by filing a construction lien against your property.

1575

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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- **LEARN** more about the lien laws and the meaning of this notice by discussing them with our Contractor, suppliers, Department of Labor and Industries, the firm sending you this notice, your lender, or your attorney.
- **COMMON METHODS TO AVOID CONSTRUCTION LIENS:** There are several methods available to protect your property from construction liens. The following are two of the more commonly used methods.
- **DUAL PAYCHECKS** (Joint Checks): When paying your Contractor for services or materials, you may make checks payable jointly to the Contractor and the firms furnishing you this notice.
- **LIEN RELEASES:** You may require your Contractor to provide lien releases signed by all the suppliers and subcontractors from whom you have received this notice. If they cannot obtain lien releases because you have not paid them, you may use the dual payee check method to protect yourself.
- **You should take appropriate steps to protect your property from liens.**
- **Your prime Contractor and your construction lender are required by law to give you this written information about lien claims.**  
I have received a copy of this important information & this "Notice to Owner."

Customer's Signature:   X   Date:   X  

Print Full Names:   X  

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

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

We, the undersigned, acknowledge receipt of the amounts stated below as full payment for all labor, professional services, materials, or equipment furnished for use on or about the property of

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

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

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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!

1617 The property is described as follows (give legal description):

1618 Customer's full address \_\_\_\_\_.

1619 Each person or entity signing this release form releases and waives any interest in the property described above and  
1620 releases and waives any right to claim a lien on that property for any labor, professional services, materials, or  
1621 equipment provided through the date listed above. Each person or entity signing this release form reserves the right to  
1622 claim a lien for any labor, professional services, materials, or equipment provided after that date, to the extent allowed  
1623 by law.

1624  
1625 The consideration received by each person or entity for this release is as follows:

1626  
1627 New Era Remodeling & Repairs, LLC X \$ ??,???  
1628 Company Name Authorized Signature Amount Received

1629  
1630 David Sabet Business Owner dd/mm/20yy  
1631 Print Name of Person Signing Release Title Date

1632  
1633 This is a (√) Contractor, ( ) Subcontractor, (√) Supplier  
1634 Indicate all that apply with checkmark(s)

1635  
1636 N/A \$  
1637 Company Name Authorized Signature Amount Received

1638  
1639 Print Name of Person Signing Release Title Date

1640  
1641 This is a ( ) Contractor, ( ) Subcontractor, ( ) Supplier  
1642 Indicate all that apply with checkmark(s)

1643  
1644 I have received a copy of this Lien Release Form.

1645  
1646 \_\_\_\_\_ Date Signed \_\_\_\_\_  
1647 (Signature of Customer)

1648  
1649 \_\_\_\_\_  
1650 Full Customer's Names (Print)

1651  
1652 *This Lien Release form is provided as required under RCW 60.04.250.*

1653  
1654 F625-029-000 Release of lien form 04-2012

**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 \*\*\*

1657 **Jobsite Information:**

1658 Single Family Home

1659 Owner's/Customer's Name: \_\_\_\_\_

1660 Address: \_\_\_\_\_

1661 Tel: \_\_\_\_\_

1662

1663 **Contractor's Information:**

1664 New Era Remodeling & Repairs, LLC

1665 2305 Kildane Way, SE

1666 Olympia, WA 98501

1667 Tel: 360-706-9097

1668 UBI #: 604502342; Contractor's License #: NEWERER818OP

1669

1670 **Surety Bond:**

1671 **Bond Type:** Continuous Contractor's Bond

1672 **Agency:** SuretyBonds.com

1673 **Bond Number:** 64787115

1674 **State:** Washington

1675 **Bond Amount:** \$12,000.00

1676 **Term Dates:** 9/6/2021 - 10/6/2022

1677 Tel: 1 (800) 308-4358 • Mon-Fri 7am-7pm CST

1678 Fax: (573)303-0131

1679 3514 Interstate 70 Drive SE, Ste 102 • Columbia, MO 65201

1680 Email: [CustomerCare@SuretyBonds.com](mailto:CustomerCare@SuretyBonds.com)

1681

1682

1683 \*\*\* SAFETY NOTICE TO ALL CUSTOMER \*\*\*

1684

1685 DATE:     dd/mm/20yy    

1686

1687 YOUR SAFETY IS VERY IMPORTANT TO US.

1688

1689 PLEASE BE CAREFUL AS YOU WALK THROUGH THIS WORK AREA AND THROUGH  
1690 OTHER PLACES WHERE THERE ARE DROP CLOTH/FLOOR COVERINGS, OUR TOOLS,  
1691 SUPPLIES, EQUIPMENT, ... ETC.

1692  
1693 **COVID-19 PANDEMIC:** PLEASE KEEP A MINIMUM OF 6 FT. DISTANCE FROM US WHEN  
1694 YOU INTERACT WITH US DURING THE PROJECT. ALSO, FEEL FREE TO WEAR A FACE  
1695 MASK AND GLOVES, IF YOU WISH, FOR YOUR PROTECTION AND OUR PROTECTION  
1696 WHEN YOU COME TO THE WORK AREAS WHERE WE ARE WORKING. WE MAY NOT  
1697 WEAR FACE MASKS OR GLOVES DURING THE ENTIRE LENGTH OF THIS PROJECT. BUT  
1698 WE WILL WEAR A SURGICAL MASK, IF YOU WISH, IF YOU DECIDE TO COME TO OUR  
1699 WORK AREAS.

1700  
1701 PLEASE LET US KNOW **IN WRITING** IF YOU FEEL LIKE ANYTHING POSES A HAZARD TO  
1702 YOU, YOUR HEALTH, AND TO OTHER OCCUPANTS OF THIS HOUSE/FACILITY SO WE  
1703 CAN TRY TO MAKE IT SAFER FOR ALL OF YOU.

1704  
1705 THANKS,  
1706 DAVID SABET  
1707 NEW ERA REMODELING & REPAIRS, LLC

1708

1709

1710

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