

NEW ERA REMODELING & REPAIRS, LLC

www.NewEraRemodeling.com

WA. DEPT. OF L&I LICENSE: NEWERER8180P

“General Terms & Conditions (GT&C)”

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

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

Definitions:

- **GT&C:** is an abbreviation for General Terms & Conditions
- **NERR:** is an abbreviation for New Era Remodeling & Repairs, LLC
- **LLC:** stands for Limited Liability Company
- **Parties: You, your, yours, Customer(s), Homeowner(s), Property Manager(s), and/or Client(s),** refers to you, as a “Customer” of the service. A “Customer” is anyone who has, in any ways, retained New Era Remodeling & Repairs, LLC to provide them with real estate property improvement services or home improvement services. **We, us, my, mine, I, ours, NERR, NERR’s representative(s), NERR’s business owner(s), NERR’s employees, NERR’s workers, NERR’s sub-contractors,** and/or our refer to “NERR” and its subsidiaries.
- **Website(s):** is the NERR’s internet Website(s) (www.NewEraRemodeling.com)

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

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

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

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

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

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

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



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

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

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

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

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

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

112 **Estimates Range:**

113 To get an estimate range for the total costs, we can only give you an educated guess for what
114 the costs will be. You will be provided a low and a high number that may range within 25% of

115 each other. The advantage is that you pay the actual cost and there is no extra mark up to
116 cover contingencies and you will not be charged more than the highest price. The
117 disadvantage is that you do not know your exact cost in advance. However, if you are
118 comfortable with the estimate range, then you can be satisfied with the final total cost.

119 **Bid or Fixed Quote:**

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

126 **Price Not to Exceed:**

127 This is like T&M but provides you with a price the project will not exceed. This is good when
128 you have a long to-do list of small tasks but a limited budget. Then, we will try to complete
129 as many tasks as we can and as fast as we can. The advantage is that you will not run over
130 your budget; and the disadvantage is that all tasks may not get done this time and you may
131 have to deal with the remaining undone items on another occasion. For “Not to Exceed”
132 projects, we require that you pay for the entire maximum cost of your project ahead of time
133 before the 1st day of the project when you sign the Contract! We will refund to you if the
134 total cost come to less than what you initially paid us. We will be the sole authority to decide
135 on the refund amount. No bargaining will be allowed by either party!!!
136

137 **Hidden Damages or Hidden Problems:**

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

143 **WE ARE ASSUMING THAT ALL YOUR PLUMBING PIPES AND DRAINS ARE MADE OF,**
144 **COPPER, PEX, ABS, OR PVC. PLEASE NOTE THAT IF WE DISCOVER ANY CAST-IRON**

145 **PIPES & CAST-IRON DRAINS DURING THE PROJECT, SIGNIFICANT ADDITIONAL**
146 **LABOR FEES AND PART COSTS WILL BE REQUIRED TO DEAL WITH THEM!!!**

147 **Price Increase Due to Inflation:**

148 We normally give a potential Customer 15 calendar days to decide if they want to hire us for
149 their project after we submit a bid or a Contract to them. If the cost of living goes up due to
150 inflation, we have the right to increase the total cost of the project accordingly after the above
151 mentioned 15 calendar days.

152 **Customer Changing the Scope of Work or Misbehaving after the Contract(s) are**
153 **signed:** We strongly urge the Customer not to be wishy washy about the scope of work and
154 try to change them often or in any shape or form after the Contract (s) is/are signed. We have
155 the rights to refuse accepting changes to the scope of work once the Contract(s) is/are signed
156 without assuming any liabilities whatsoever! We also have the rights to cancel any Contract(s)
157 we have signed with a customer before we start the project(s) if we do not agree with the
158 changes the customer wants to make without assuming any liabilities whatsoever! We do not
159 tolerate bossy Customers (BACKSEAT DRIVERS) who try to tell us how to do our work or
160 give us orders on how to perform the various tasks of the project or try to micro-manage our
161 daily activities in any shape or forms. If we experience such Customer behaviors as stated
162 above, we have the right **to quit working** and end the project to avoid further problems or
163 complications. In that case, no refunds will be given to the Customer; and the Customer is
164 fully liable for paying us the remaining balances of their Contracts. No cancellation of any
165 parts of the contract by the customer is allowed after the contract(s) is/are signed. No refunds
166 will be given to the customer for cancellation or modifications of the scope of work. Deposit
167 (s) and/or other payments will not be refunded under any circumstances for any reasons
168 whatsoever!!! **We have the rights to request the balance payment at any time during the**
169 **project for any reasons whatsoever before we continue our work or before starting a project.**

170 We also have the right to charge a Customer \$100 for revising each Contract each time if we
171 agree to revise, modify, update, change the Contracts, or issue Change Order Contracts or
172 modify a Change Order Contract in any shape or form whatsoever. This cost will cover the
173 time we must spent in changing the details of the Contract and printing costs. **Customers may**
174 **lose their discounts or volume discounts if they cancel any parts of the Contract.**

175 In some rare cases, we may agree to continue the work despite the difficulties the Customer
176 has been giving us if they promise not to be bossy anymore, not to micro-manage our activities

177 anymore, not to make changes to the scope of work or to the contract, and not to be “picky”
178 about the quality of our work. In this case, **we will demand that the Customer pay us the**
179 **remaining balances of their Contracts in full before we continue our work.** In this case,
180 no more changes to the scope of work will be allowed and no additional work related to the
181 project will be accepted by us. We will do our best to bring the project to a completion. If the
182 Customer break his or her promise, we have the right to quit working and end the project to
183 avoid further problems or complications. Again, In this case, no refunds will be given to the
184 Customer in any shape or form or by any reasons or means whatsoever!

185 **Scheduling:** The time frame we indicate in the E&C, invoices, Change Orders, Additional
186 Work, ...etc. to complete a project is approximate time frame which may also include
187 additional days in case hidden problems are discovered and/or additional work is requested
188 by the Customer. The time frame has nothing to do with the money we charge a Customer.
189 The money we charge a Customer is for the tasks and the material costs of the project. We
190 often finish the project sooner than the time frame we indicate in a contract if no additional
191 work is requested by the Customer or if no hidden problems are discovered. A project “start
192 date” and “completion date” are tentative dates. We will keep the waiting customers informed
193 as we get closer to completing the on-going projects. Customers are not allowed to change
194 the “Start Date” of the project without our written agreement. If the Customer violate this rule,
195 we have the right to cancel the project and refuse to serve the Customer without assuming
196 any liabilities whatsoever! Deposits will not be refunded. The Customer will be liable to pay
197 for the full amount of the Contract immediately!

198

199 **Service Call Fee:**

200 We sometimes charge a flat fee of only \$100 to come out to each jobsite to give you an
201 estimate. This fee will cover the driving time to your place as well as the cost of operating our
202 truck. **This amount must be paid during the 1st visit if we ask for it.** You will be credited for
203 this amount in your invoice if you hire us to do your project.

204 For after hours, emergencies, or urgent service calls, the fee will be a minimum of \$150 in
205 most cases if we drive less than 15 minutes to get to your site. For longer drives, we normally
206 add \$50 for every additional 15 min. of driving. However, we will not charge more than \$250
207 in total for driving time. These fees cover only the driving time. Additionally, you will be

208 charged our special labor fee (much higher than our regular labor fee) + material & part costs
209 for whatever you will be asking us to do.

210 **Labor Fees:**

211 Currently, we normally charge a labor rate of \$50 - \$200 per hour depending on our operating
212 costs, the complexity, danger, and risks associated with each job/project. Labor rates are
213 charged in increments of 30 minutes (1 to 30 min. = ½ hr. and 31 to 60 min. = 1 hr.) On the
214 average, normally, our labor fees are about \$50-\$75 per hour. Under certain special
215 circumstances, we may lower or increase our labor rates to meet our business financial
216 needs. For example, we may lower our rates when the business is slow to attract more
217 Customers, or we may increase our labor rate if the cost of operating our business increases
218 due to inflation. We sometimes, at our own sole discretion, in exchange for a successfully
219 posted online Google review (good or bad – see our coupon at our NERR website), we give
220 discount to 1st-time Customers, to schoolteachers (1st grade to 12th grade), to senior citizens
221 (75 and older,) to the handicapped, to disabled veterans, and to on-active-duty uniformed
222 U.S. soldiers. These discounts normally apply if we ask them to write a review (GOOD or
223 BAD) online on the last day of the project (one discount per Customer per month.) All
224 discounts and promotions are for labor fees only.

225 **Sales Tax:**

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

228

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

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

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

- 238 1. Once you request a service, we will come by and review your project with you and give
239 you an estimate of the time and cost to complete your project. We may also tell you
240 when we can start the work.
241
- 242 2. We may contact you again a day or so before, if necessary, to remind you what time
243 we will start to do the work.



- 244
- 245 3. As work progresses, we will keep you updated. If we discover any hidden problems or
246 damages or any unanticipated circumstances that requires additional work, we will
247 discuss them with you, price them, and together, we will schedule changes in a work
248 order.
249
- 250 4. You are always welcomed to contact us by phone, via cell phone text messaging, or
251 by email if you wish to communicate with us regarding the ongoing project or the
252 projects we have completed for you in the past - we will get back with you as soon as
253 we can.
254
- 255 5. We encourage you to give us feedbacks on the project and our performance on daily
256 bases and once the job is complete. You can do that by email, letters, online
257 reviews, text messaging, or other written means you wish.

258 **Other issues:**

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

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

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

289 **Utilities:** We expect the Customer to provide us with water, electricity, gas, or other utilities,
290 as needed, free of charge during the project regardless of what times of the day or night we
291 work. In other words, all invoices, estimates, quotes, Contracts, ...etc. are given with the
292 assumption that we do not have to pay anyone for utilities used or we do not have to bring or

293 produce our own utilities to or at the jobsite. The Customer agrees to allow us to use their
294 toilets and their trashcans, recycle bins, ...etc. on daily bases during the project.

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

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

319 **Surety Bond:** Our surety bond currently covers up to \$12,000. The Customer agrees that,
320 under no circumstances, but within the applicable Federal & State laws and local rules &
321 regulations, and within the terms & conditions of the surety bond, whichever is more
322 appropriate, the Customer will not ask for more than a **total** of \$12,000 (including ALL
323 attorney's and other legal fees and costs FOR ALL INVOLVED PARTIES INCLUDING THE
324 SURETY BOND COMPANY, collection fees, court costs, paperwork, expert testimonies,
325 damages claimed, out of pocket expenses, ... etc.) if the size of their project is more than
326 \$12,000 and if they also find NERR at fault for any good reasons. In addition, and similarly,

327 the Customer agrees that the Customer will not ask for more than the **Total Cost** (labor +
328 parts provided by NERR only minus the attorney's fees and other legal fees and costs as
329 stated above) of the project if the **Total Cost** of the project is less than \$12,000. Our bond
330 company will require a court judgement against NERR, LLC before they pay any complaining
331 Customer.

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

- 341 1. Disclosure Statement Notice to Customer
- 342 2. Construction Lien Notice to Owner
- 343 3. Lien Release Form
- 344 4. Notice to Be Posted by Prime Contractor
- 345 5. Safety Notice to Customer

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

355 **Dust:** Home improvement projects are often very dusty, sometimes smelly, and noisy
356 operations as well. NERR will, at its own discretion, covers the floors with drop cloths and
357 covers big & heavy furniture, if any, with plastic in the main work areas only. All small items
358 including items hanging from the walls must be removed from the work areas by the Customer
359 1 day before the 1st day of the project. Curtains and blinds must be removed by the Customer
360 as well. During the project, the dust will MOST LIKELY sit on all walls, doors, windows,

361 ceilings, furniture, decorations, floors, countertops, ... etc. throughout the house. In the
362 Contract, NERR never includes the cost of cleaning the entire house, the entire main work
363 area(s), or any other parts of the house (other than the main work areas in **a limited** way) due
364 to dust generated during the project. For example, the main work area is **only** the bathroom
365 that we are remodeling and not the adjacent areas around the bathroom. **It will be the sole**
366 **responsibility of the Customer to clean up the dust everywhere including the main work**
367 **area at his/her own expenses during the project and/or after the project is completed.**
368 Walls, ceilings, doors, windows, beds, ceiling fans, curtains, light fixtures, shutters... etc. in
369 the main work areas will **not be** dusted and/or cleaned by us either! We will however, lightly
370 vacuum the floor at the end of the project.

371 **Slippery Floors and Our Tools & Equipment Laying Around:** Please note that we
372 normally cover the floor with drop cloths, paper, tarp, plastic, or other materials, collectively
373 called "floor coverings," from the entrance point to the facility/house all the way to the project
374 location in the facility/house at our sole discretion. These materials are slippery on smooth
375 hard floors and steps (i.e., hardwood, linoleum, laminate, tile, concrete, stairways, ... etc.) It
376 is the responsibility of the Customer to advise everyone in the house/facility of the potential
377 danger of the slippery floors. We will always have our tools, equipment, and supplies at the
378 Jobsite at various locations (i.e. in a room, in backyard, on patio, on porch, in garage, in
379 hallways, front of the building on lawns, ... etc.) Here, we also ask the Customer to be careful
380 when they encounter these item as they walk throughout the house/facility, so they do not trip
381 over them. If you (the Customer) feel like anyone in the facility/house may slip and fall or trip
382 over our items and get hurt in any shape or form, please inform us **in writing** so we (Customer
383 & NERR), mutually, can perhaps find a better way to come up with safer solutions. Under no
384 circumstances, NERR, its employees, workers, or subcontractors will be responsible for slips,
385 fall, and injuries to anyone (including Customers' pets and/or guests) due to walking on our
386 floor coverings or tripping over our tools, equipment, or supplies. We will not be liable for
387 safety of pets or children chewing on our live electrical wires either!!!

388 **Who Is the Boss?:** Please note that NERR's relationship with the Customer is a Customer-
389 Contractor relationship. No one is the boss! You and we **are not** in an employer-employee
390 relationship. Some Customers mistakenly think that they are the boss and they are the
391 employer and we are their employee since they have hired us to work for them. They also
392 mistakenly think that since they are the boss, they can tell us how to do our work and/or be
393 picky or a **"backseat driver."** The fact is that the Customer & NERR have mutually agreed to
394 work together to bring the project to a successful and peaceful completion. We expect the
395 Customer to be considerate, polite, reasonable, not bossy, cooperative, and friendly to us as

396 we will be to them. **We will not tolerate rudeness, picky people, perfectionists, “backseat**
397 **drivers” or people who try to tell us how to do our work. These type of people are**
398 **strongly advised to seek help for their projects elsewhere!!!**

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

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

425 **No Bargaining:** No bargaining by the Customer or we are allowed before, during, and/or after
426 any projects! NERR does not allow bargaining by the Customer during the project for
427 additional fees NERR asks for due to discoveries of hidden problems, unanticipated
428 complications, due to changes the Customer makes to the scope of work, due to additional
429 tasks the Customer request, or due to requests or demands the Customer may make for re-

430 doing a task that is already done. In a Change Order/Invoice or in a new Contract, the
431 Customer will be charged the same labor rate as the labor rate the Customer was charged in
432 the initial E&C + material costs. No labor discounts will be given in Change Orders/Invoices
433 or in new Contracts. We do not bargain with the customer either to earn their business!
434 **Change orders / invoices and new Contracts are independent Contracts and must be pre-**
435 **paid at the time of signing them.**

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

445 **Parts by Customers:** The Customer must buy **all the items** which they have agreed to buy
446 for their project and have them ready at the jobsite **before the 1st day of the project** for our
447 inspection to avoid delays in completing their project on time. NERR is often fully booked a
448 few months ahead of time and projects are scheduled back-to-back in advance and we need
449 to start them on time and finish them on time too. We thank you for your cooperation in
450 advance. If the Customer is supposed to buy and install a shower door glass and/or a tub
451 door glass (collectively called shower enclosure,) this can be done after we finish building the
452 shower and/or the shower/tub combination. We will charge additional fees for making
453 additional trips (**minimum of \$100 per daily trip + a minimum fee of \$400 for remobilizing**
454 **our tools & equipment and supplies each time**) to a Customer's jobsite if we cannot finish
455 a project completely due to lack of parts the Customer was supposed to provide. **The \$100**
456 **fees must be paid by the Customer on daily bases. The minimum \$400 fees must also be**
457 **paid before we come back.** NERR has the right to inspect the parts the Customer has
458 purchased for their project before the 1st day of the project. If NERR finds that the parts the
459 Customer has bought for their project is inadequate, wrong, from oversea countries which we
460 may not be familiar with or may not be according to American standards, or unacceptable to
461 NERR for any reasons, NERR has the right to delay the start of the project, refuse to do the
462 project, or reschedule the Customer's project after NERR completes subsequent scheduled
463 projects for other Customers who are waiting "in-line" to be served by NERR. In these cases,
464 NERR has the right to charge the Customer extra fees to restart the project later. **The**

465 deposit(s) the Customer has paid us will not be refunded under these or any circumstances
466 whatsoever!

467 **Supply & Demand Problems in Tough Times:** We would like to remind our customers that
468 there may be delays in receiving their ordered parts due to supply and demand problems in
469 the market. So, we advise everyone to try to get the parts for their projects well in advance
470 and before the 1st day of the project. We try to do the same for the parts we need for every
471 project.

472 **Defective Products & Parts:** We sometimes find out that a product or part which we
473 purchased from stores and installed or used or the Customer purchased for a project turn out
474 to be defective and fail after a while. NERR is not liable in any shape or form for the damages
475 these defective product may cause to the Customer or the Customer's property. NERR never
476 give product warranty to a Customer under any circumstances because we do not
477 manufacture or make these products. Manufacturers are liable for product warranties. We
478 strongly suggest that Customers keep their receipts or proof of purchases so they can deal
479 with the sellers and the manufacturers directly without getting us involved. If the defective
480 parts or products purchased by NERR, then we will deal with the manufacturer on liability
481 issues ourselves without assuming any liabilities for the defective parts. There are a lot of
482 poorly manufactured products in the market these days. If we install a product which has been
483 purchased by the customer and then find out that is defective, we have the right to charge the
484 customer additional fee for removing the defective product and install a new one once the
485 customer gets a new replacement.

486 **Binding Contract:** Our signatures on the Contract indicate that all involved parties agree to
487 all terms and conditions of the Contract and this GT&C. Once the Contract is signed, the
488 previous versions of the Estimate & Contracts, if any, for that particular project is immediately
489 voided. By signing the Contract, all parties also agree to this GT&C which is also available at
490 our Website at www.neweraremodeling.com. Please note that NERR revises and updates the
491 GT&C on regular bases. So, please download or print our GT&C immediately and save it
492 when you sign a contract with us if we have not given you a printed copy or an electronic copy
493 already. The tab link for this GT&C is at the top of the Home page of our Website under
494 "Terms & Conditions". Please make sure to read it fully and carefully and let us know, in
495 writing, if you have any questions, need clarifications, or need written modifications before
496 you sign the Contract. Please let us know if you have any difficulties finding this GT&C at our
497 Website or if you have difficulties printing it so we can help you get a printed copy. Please
498 print and attach a copy of this GT&C to the E&C, Change Order(s), invoices, quotes, ...etc.

499 you sign with us for future reference. The Contract is not valid if it is not signed and dated by
500 **both** the Customer and NERR. In addition, the Contract is not valid (not binding) either until
501 the deposit or the full payment ,if required, is received by NERR's business owner even if the
502 Contract is signed by both the Customer & NERR. We (NERR) have the right to cancel any
503 signed contracts or verbal agreements if we experience any difficulties with the Customer
504 before or during any projects without assuming any liabilities whatsoever!!!

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

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

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

529 **Health & Safety Plan:** We have a written health & safety plan for NERR, our workers,
530 employees, subcontractors, Customers, and the people & pets associated with the Customer
531 at every Jobsite. Please let us know in writing if you wish to have an electronic copy or printed

532 copy of it for your review so we can provide it to you before signing any contracts with us.
533 This Health & Safety Plan is also available at the bottom of the Home Page at our website
534 (www.NewEraRemodeling.com).

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

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

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

559 **Tiles & Tile Sizes:** Due to uneven, crooked, wavy, skewed, unplumbed, non-90-degree
560 angles between walls, non-90-degree angles between walls & ceiling, non-90-degree angles
561 between walls and floor, non-flat walls, non-flat ceiling, crocket studs, unplumbed studs,...
562 etc.; the grout lines between some of the tiles will not come out perfectly rectangular or as

563 expected by the Customer. Similarly, for the same reasons, the edges of some tiles will not
564 come evenly flush together. In these cases, it is almost impossible to avoid these cosmetic
565 problems. Under no circumstances or conditions, we guarantee or promise that we can do a
566 perfect job to the Customer's satisfaction. **We advise picky or perfectionist Customers not**
567 **to hire us and seek help elsewhere!** We cannot install tiles larger than 12"x24" for anyone
568 as our tile cutter machine cannot handle larger tiles than this. If you insist on getting tiles
569 larger than 12"x24", we must rent a tile cutting machine which may cost a minimum of \$95
570 per day for your project. **NERR must be paid by the Customer this total rental fee ahead of**
571 **time before we rent the tile cutter machine; or they can rent it themselves and provide the**
572 **machine to us. In this case, we will not be responsible for breakage or damage to the tile**
573 **cutter while we use it during the project either.**

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

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

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

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

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

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

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

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

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

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

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

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

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



680

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

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

704 **Working Days & Hours:** Our normal working days are usually Monday to Friday, **between**
705 10 a.m. and 7 p.m. excluding official holiday. Sometimes we go shopping for parts before we
706 head toward the Customer's Jobsite, or may arrive after 10 a.m. for personal reasons, or may
707 go to the local disposal facility to get rid of the construction trash and may get to the Jobsite
708 after 10 a.m. During the wintertime, we may choose to leave the Jobsite sooner due to bad
709 weather, poor road conditions, narrow and dangerous roads around the Jobsite, darkness,
710 personal reasons, ...etc. **In other words, we may arrive at the jobsite any time between 10**
711 **a.m. and 7 p.m. and we may leave the jobsite anytime between 10 a.m. and 7 p.m. at our sole**
712 **discretion!** If we decide to change these working hours, we will let the customer know ahead
713 of time and get their confirmation.

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

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

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

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

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

760 a 90-day Limited Workmanship Guarantee, the guarantee ends 90 days from the 1st day of
761 the project if no guaranteed repair is requested by you. However, if you request a
762 guaranteed repair 45 days after the 1st day of the project, then your guarantee period ends
763 on the day we do the repair. Similarly, if we have given you a 90-day Comprehensive
764 Workmanship Guarantee, the guarantee ends 90 days from the 1st day of the project if no
765 guaranteed repairs are requested by you. However, if you request multiple guarantee
766 repairs, your guarantee ends when the last repair is done based on the specifics of your
767 Comprehensive Workmanship Guarantee. If you have not purchased a workmanship
768 guarantee from us, all the work we perform in your projects, are done without any
769 workmanship guarantee, product warranty, satisfaction guarantee, minimum
770 expected expectations, expected guarantee, or any specific industry standards. In
771 other words, the work will be done on “As Is” bases without assuming any liabilities
772 or promises whatsoever! In a Contract, or separately in writing, at our discretion, we may
773 give the Customer a 30-days written workmanship guarantee for an additional fee or give
774 the Customer a 30-day workmanship guarantee as an incentive to motivate the Customer to
775 write an online review if they are fully satisfied with our work. If you wish to have a Limited
776 Workmanship Guarantee or a Comprehensive Workmanship Guarantee, you must ask us
777 in writing before you sign a contract with us. Then, we will add an additional fee of 10% to
778 20%, on the top of what we normally charge a Customer, to the total cost (of all Contracts
779 and Invoices) of your project(s.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

871 We charge a minimum fee of \$100 for making a house call for a “False Alarm.” A False Alarm
872 is when a Customer who has a written workmanship guarantee from us, calls us to do a
873 guaranteed repair and we find out that the problem is not associated with the work we have
874 done or is a “cosmetic” issue which is not covered under our workmanship guarantee. Again,
875 we do not cover “cosmetic” issues in our workmanship guarantee at all! Anything that is not
876 functioning correctly or has lost its integrity (technical problems) and is due to how wrongly
877 installed or wrongly repaired, is covered. For example, plumbing leaks, loose tiles, toilet
878 leaks, faucet leaks, shower or tub leaks, roof leaks, window leaks, loose grout, electrical
879 problems, mechanical problems, doors or windows not functioning correctly, ... etc. are
880 considered technical problems and are covered under our workmanship guarantee if you
881 have a written workmanship guarantee from us. If any of the above problems are caused by
882 foundation settlings, floods, storms, earthquakes, acts of wars, acts of nature, other
883 contributing problems in the house/facility, terrorism, alterations/modifications done by the
884 Customer, act of another contractor hired by the Customer, defective products, or anything
885 that has caused damage to the project NERR has completed, then these problems **are not**
886 **covered** under our workmanship guarantee. All other non-technical issues fall under
887 “cosmetic” issues and problems and **are not covered** by our guarantees. **We will be the sole**
888 **judge of what is a cosmetic issue or what is a technical problem.** In addition to the
889 minimum \$95 house call fee, if we decide to do the requested repairs, we will charge our
890 regular labor rate + material costs if the (former) Customer still want us to remedy the problem
891 they have, or they think they have. Crack or fracture repairs (cracks or fractures in walls,
892 ceilings, floors, ground, decks, ... etc.) are not guaranteed in any shape or forms because the
893 cracks are normally due to settling problems or severe storms and we have no control over

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

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

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

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

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

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

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

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

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

970

971 **Attorneys' & Legal Fees:**

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

987 **Payments:**

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

995 discounts, incentives given, workmanship guarantees & warranties, if any. A 15% APR
996 (compounded daily) late fee will be added to each late payment plus additional legal fees (see
997 **Attorneys' & Legal Fees** above) for collecting the unpaid balances. Payments are
998 considered late after the due time & date. If you (the Customer) have agreed to write an
999 online review (good or bad) according to the E&C, the Customer's review must be posted on
1000 the last day of the project and before the Customer make his/her final balance payment (even
1001 if balance payment is paid partially by the Customer.) In this case, the online review is
1002 equivalent to the labor discount and volume discount or any other discounts you have
1003 received for the project. If you fail to write & post the online review before making your final
1004 balance payment, or change your mind about writing & posting the online review, you will
1005 lose the labor discount and the other discounts you had received in the E&C you signed. We
1006 do not accept promises from our Customers who want to take the discount and write & post
1007 the review later!

1008 **Dealing with Sub-Contractors:** By no means, directly or indirectly, our Customers or
1009 Clients are allowed to do business with our sub-contractors, in any shape or forms during
1010 any length of time shorter than two (2) years after the last day of any projects and during
1011 any ongoing project, without a written consent from NERR. Likewise, NERR's sub-
1012 contractors are not allowed, directly or indirectly, or by any means to do business with
1013 NERR's Customers & Clients, in any shape or forms during any length of time shorter than
1014 two (2) years after the last day of any projects and during any ongoing project, without a
1015 written consent from NERR. In case these rules are violated by our Customer and/or by our
1016 sub-contractor, each violating party is fully and equally liable to pay NERR the full amount
1017 (labor & parts) of any unauthorized business conducted including all legal fees (see
1018 **Attorneys' & Legal Fees** section above.) The total cost of an unauthorized business
1019 conducted will be determined solely by the rates and standards of NERR regardless of the
1020 total value of the deal between the violating parties!

1021 Customers are not allowed to hire other contractors to come and do work at location
1022 (address) where we are working without prior written authorization from us. If the Customer
1023 violate this rule, then the Customer is liable to compensate NERR if we find out that some of
1024 our tools, equipment, or supplies are missing. Also, the Customer is liable to compensate
1025 (labor, parts, and other losses) NERR if the act of the hired contractor delays the completion
1026 of our project or if their act slowdown the progress of our project in any shape or form. The
1027 labor rate of compensation will be the same rate we have been charging the Customer in
1028 the ongoing Contract. The compensation amount must be paid by the Customer as soon
1029 as we request for payment of the compensation. If the Customer refuses compensate us for

1030 our losses, we have the right to quit and leave the jobsite. In that case, the Customer is still
1031 liable to pay us the remaining of his/her balance in addition to our losses as indicated
1032 above.

1033 **Homeowner Wishes to do Some of the Work:** Customers and their associates **are not**
1034 **allowed** to do any parts of the project while we are working. If the customer wishes to do
1035 any project related work, he/she must do all they want to do before they sign a Contract with
1036 us. Also, Customer must not alters the project location/site after they have signed a Contract
1037 with us. We have the right to refuse serving the Customer and cancel the Contract without
1038 assuming any liabilities. In that case, the Customer is liable to pay us the full costs of the
1039 project. Customer's deposits, if any, will not be refunded either. If we agree to do the
1040 project, we will cancel the old Contract and write a new Contract based on the new
1041 condition of the project location/site. An additional \$100 will be added to the new Contract
1042 for re-writing this new Contract.

1043 **Other legal Issues:**

1044 If there are any issues or elements in this GT&C or in the Contracts we sign with a
1045 Customer which are mistakenly addressed out of not knowing the laws, rules, and
1046 regulations and not according to the laws, rules, and regulations of the land (country, state,
1047 county, city, or district,) then what is legally correct shall prevail and be applied equally for
1048 all involved parties.

1049 **Liability Issues:**

1050 Our maximum liability due to accidental damages to a Customer's property is limited to the
1051 total amount of labor fee we have charged a Customer for the task we were performing
1052 when the accident happened! For other liability issues, please read the details of our
1053 general liability insurance policy and the details of or bond which are available at our NERR
1054 Website, on the Home Page, under "License & Insurance" tab before signing any Contract
1055 with us. Also, do not sign any Contract with us if you feel like our liability insurance and our
1056 bond do not meet your particular needs or concerns. We also strongly suggest that you
1057 consult with an insurance lawyer to make sure you understand the details of our general
1058 liability insurance policy and our bond and their limitations and exclusions. We will not be
1059 liable to pay anything to a Customer, anyone associated with the Customer, any

1060 subcontractor, or supplier, in any shape or forms beyond the limits of our bond or what our
1061 liability insurance decides to pay, if any!

1062 **Contraction of Infectious Diseases:** We try to be careful, clean, and conscientious about
1063 health and safety of ourselves and all whom we interact with, deal with, and work with. By
1064 no means, in any shape or form, or under any circumstances whatsoever, NERR, its
1065 subcontractors, employees, contract workers, or suppliers assume liabilities of any kind, if a
1066 Customer, Customers' family members and/or pets, and/or other occupants or associates of
1067 the Customer get infected by viruses and/or bacteria of any kind by coming into contact with
1068 us before, during, and/or after any project or business transactions.

1069 Similarly, NERR assumes no liabilities of any kind if our employees, contract workers,
1070 subcontractors, and/or our suppliers get infected by viruses and/or bacteria of any kind by
1071 coming into contact with us or coming into contact with the Customer for any reasons
1072 whatsoever.

1073 **Any person or entity that wishes to work with us that may get infected by coming into**
1074 **contact with us in any shape or form whatsoever does so at his or her own risk!**
1075

1076 **Blogs & Posts:** Please consult with your attorney, interior designer, medical doctor,
1077 healthcare provider, financial consultant/planner, accountant, other contractors, architect,
1078 State or local licensing government offices/agencies, and/or other professional advisor,
1079 etc. ... for advice concerning your particular circumstances. The information contained in
1080 our blogs and posts are for general informational and educational purposes only and
1081 should not be construed as professional, financial, or legal advice or an expert opinion on
1082 specific facts, issues, or circumstances. The information or opinions contained within our
1083 blogs & posts should not be construed by any consumer and/or prospective
1084 Customer/client as an offer to sell or the solicitation of an offer to buy any particular
1085 product or service. NERR does not guarantee the accuracy of this information or any
1086 results and further assume no liability in connection with these publications, including but
1087 not limited to any suggestions contained herein. **Any person or entity that, in any shape**
1088 **or form whatsoever, relies on the information contained in our blogs & posts does so**
1089 **at his or her own risk!**
1090

1091 **Availability:**

1092 It all depends on the work load we have on hand when you contact us. Generally, we can
1093 meet you for an initial consultation a few days after you contact us, if not immediately. How
1094 readily we can respond to emergencies depends on our availability, but we can normally
1095 accommodate you immediately or quickly.

1096 For guaranteed repairs during the guarantee period, our availability depends on the work load
1097 we have on hand. You must be patient until we find an adequate time frame to come and do
1098 the repair work. Please note that most of our projects take 3 to 4 weeks to complete and we
1099 are often fully booked for a few months ahead of time. For small guaranteed repairs, we
1100 normally can fit your repair needs within our ongoing projects. We do most of the guaranteed
1101 repairs during the weekends when we are not working on other projects during the weekends.

1102 **References:**

1103 A list of up to three (3) references will be provided to a potential Customer upon a written
1104 request before signing a Contract with NERR. Please also read the reviews our formers
1105 Customers have posted on Google.com, YP.com, AngiesList.com, Yelp, Better Business
1106 Bureau (BBB.org), and other places on the internet. We will only provide references to
1107 potential Customers who have studied our E&C and this GT&C and fully agree to them and
1108 are potentially ready to sign them.

1109 **Contact Information:**

1110 David Sabet
1111 Business Owner
1112 Mailing Address:
1113 2305 Kildane Way, SE
1114 Olympia, WA 98501
1115

1116 Office Tel: 360-706-9097
1117 Mobile Tel: 360-706-9097
1118

1119 Normal Business Hours: **Between** 10:00 am and 7:00 pm, Mon-Fri.
1120

1121 We are normally open 5 days a week to work on projects and occasionally serve potential
1122 new Customers on weekends as well at our sole discretion.

1123 **24 Hour Emergency: Call 360-706-9097**

1124 Email: ServiceNow@NewEraRemodeling.com

1125 Website: www.NewEraRemodeling.com

1126 **Additional Fees Before, During, and/or After the Project:**

1127 Some Typical **Minimum Labor** Charges/Fees - Some of these tasks will be done by our
1128 licensed expert sub-contractors (Sales Taxes are included):

- 1129 • Sampling a wall for paint color matching: \$75
- 1130 • Building or installing a niche in a shower: \$450
- 1131 • Building or installing and tiling a niche in a shower: \$675
- 1132 • Replacing 1 vanity faucet: \$120
- 1133 • General Handyman work: \$100 for the 1st hour, \$50 per hour thereafter in 30 min.
1134 increments
- 1135 • Installing seamless shower glass guard (up to 30" wide) with correcting the wall and
1136 the threshold,: \$650
- 1137 • Replacing a rusted toilet flange: \$200
- 1138 • Replacing 1 wall light fixture above a vanity: \$100
- 1139 • Replacing an ordinary/standard toilet with a new ordinary/standard one: \$150
- 1140 • Replacing an ordinary/standard toilet with a new skirted toilet: \$200
- 1141 • Replacing a skirted toilet with a new skirted one: \$250
- 1142 • Assembling a toilet before installation: \$75
- 1143 • Replacing a wall-mounted toilet \$600 if it fits
- 1144 • Installing a bidet on a standard toilet including installing a GFCI outlet on the wall: \$550
- 1145 • Picking up 1 item from a local store on behalf of a Customer: \$75
- 1146 • Separating the ceiling color from the wall color for 1 average size room: \$100 to \$150
- 1147 • Separating 2 colors on walls in 1 average size room: \$200
- 1148 • Replacing a door lock with a new same/similar lock: \$90
- 1149 • Adjusting a door's latch/catch: \$75
- 1150 • Replacing a weather stripping on a door: \$75
- 1151 • Building a small triangular bench at a corner of a shower and tiling it: \$675
- 1152 • Replacing a typical average size flat mirror with 1 framed mirror in a bathroom: \$150
- 1153 • Replacing a typical average size flat mirror located above a double sink vanity with 2
1154 framed mirrors in a bathroom: \$250 (wall repairs and/or painting not included!)
- 1155 • Replacing an exhaust fan with a new same size in a bathroom: \$450

- 1156 • Installing an exhaust fan with 1 switch on the wall in a bathroom: \$800
- 1157 • Installing 1 recessed ceiling light in a bathroom and connecting it to an existing wall
- 1158 switch: \$450
- 1159 • Installing 1 recessed ceiling light in a bathroom and connecting it to an independent
- 1160 new wall switch: \$650
- 1161 • Wiring & installing an electric outlet on wall without cutting the sheetrock for passing
- 1162 wires: \$175 to \$350
- 1163 • Wiring & installing an electric outlet or a wall switch by cutting the sheetrock for passing
- 1164 wires + patching the sheetrock, texturing, and painting the repaired areas only: \$400-
- 1165 \$650
- 1166 • Installing bullnose tiles or metal tile trims or PVC tile trims in shower or shower/tub
- 1167 \$250 to \$400
- 1168 • Revising a contract due to changes made by the Customer: \$100
- 1169 • Moving an outlet a few inches to a new location: \$250 to \$350
- 1170 • Moving a double gang electric switch box a few inches to a new location: \$350 to \$450
- 1171 • Installing a grab bar on tiles in a shower: \$100 each
- 1172 • Replacing towel bars, towel hooks, toilet paper holder, etc.: \$75 each
- 1173 • Installing 1 row of accent tile in a shower: \$250
- 1174 • Moving location of a wall light fixture located above a vanity: \$250
- 1175 • Fixing, texturing, and painting a wall where a mirror was removed: \$200
- 1176 • Staining an average size vanity cabinet without changing the color: \$450
- 1177 • Staining an average size vanity cabinet and changing the color: \$700
- 1178 • Painting an average size vanity cabinet without changing the color: \$175
- 1179 • Painting an average size vanity cabinet and changing the color: \$700
- 1180 • Installing a Prehung door, caulking and painting it: \$750
- 1181 • Tiling an average bathroom floor (about 40 Sf) with 12"x24" tiles: \$750
- 1182 • Replacing, caulking, and painting base boards in an average bathroom (about 40 sf in
- 1183 size): \$200
- 1184 • Installing a standard size recessed medicine cabinet: \$400
- 1185 • Installing a spa shower fixture instead of a regular simple fixture: \$450
- 1186 • Fixing, texturing, painting a wall section behind a big mirror after the big mirror was
- 1187 removed in preparation to install 2 framed mirrors: \$300
- 1188 • Painting walls & ceiling of an average size guest bathroom (1 color): \$350
- 1189 • Painting walls & ceiling of an average size master bathroom (1 color): \$600
- 1190 • Painting walls & ceiling of a small size closet (1 color): \$250

- 1191 • Painting walls & ceiling of an average size master closet (1 color): \$600 to \$900
- 1192 • Painting walls, ceiling, and shelves of an average size pantry (1 semi-gloss color):
- 1193 \$500 to \$800
- 1194 • Drywall repairs, less than 2 sf, texture & paint: wall: \$275, ceiling: \$450
- 1195 • Replacing a bathroom door with a same size pre-hung door + caulking & painting the
- 1196 door on both sides: \$650
- 1197 • Replacing an exterior entry door, including caulking & painting the jamb and the
- 1198 casings: 750
- 1199 • Texturing & painting an average guest bathroom (1 color for ceiling & walls): \$675
- 1200 • Texturing & painting an average master bathroom (1 color for ceiling & walls): \$1,200
- 1201 • Install a ½ glass wall / splash guard for a shower (parts & labor): \$1,200
- 1202 • Barn Door: Installation of a pre-finished, pre-painted, or pre-stained barn door: \$550
- 1203 • 1 Glass Shower Guard (up to 30" wide) installation without correcting the wall and the
- 1204 floor: \$350
- 1205 • Clearing a bathroom sink's drainpipes: \$250
- 1206 • Clearing a kitchen sink's drainpipes: \$350
- 1207 • Replacing a bathroom water fixture without replacing the water valves or the water
- 1208 supply hoses: \$120
- 1209 • Replacing a bathroom water fixture and replacing the water valves and the water
- 1210 supply hoses: \$200
- 1211 • Plumbing for replacing a simple shower water fixture with 1 handle and 1 shower head:
- 1212 \$400. This price does not include breaking the wall and fixing the wall after the
- 1213 plumbing work is done.
- 1214 • Plumbing for replacing a simple shower water fixture with a spa shower fixture with1
- 1215 handle and 1 shower head: \$600 or more depending on the complexity of the
- 1216 installation. This price does not include breaking the wall and fixing the wall after the
- 1217 plumbing work is done.
- 1218 • Adjusting the location of a drain in a shower after demolition: \$400
- 1219 • Adjusting the location of a drain in a shower including initial demolition: \$500
- 1220

1221 Privacy Policy

1222 You are welcomed to use our NERR internet Website(s). NERR wants you to know what
1223 information we learn about you when you visit our Website(s), what we do with that

1224 information and any other information you voluntarily provide us through our Website(s) or by
1225 other means and how you can view or change the information we have. This privacy policy
1226 describes our information collection and use practices on our Website(s). It does not apply to
1227 information you might provide on one of our possible partners or affiliates, nor does it apply
1228 to information you may provide to us through other forums, including offline or through
1229 electronic mail.

1230
1231 We do not share or resell any information you provide to us. We are dedicated to ensuring
1232 your privacy and the confidentiality of any personal information.
1233

1234 **Information Collected at NERR's Website(s):**

1235 There are two types of information that we can learn about you as you browse and use
1236 NERR's Website(s.) Each type of information can be used in a different way.

1237 1. Internet-related Information - generic statistical and demographic information that we may
1238 gather passively from visitors to the Website(s).

1239 2. Personal Information that you provide when registering, ordering online, entering a
1240 promotion, or contacting us.

1241 **Internet-Related Information Gathered Passively:**

1242 We may collect Internet-related Information from visitors to our Website(s), including the
1243 referring URL, your IP address, which browser you used to come to the Website(s), the
1244 country, state or province, the pages of our Website(s) that you viewed during your visit and
1245 any search terms entered on our Website(s), etc. for the purposes of system administration,
1246 to gather broad demographic information, and to monitor the level of activity on our
1247 Website(s). We may track Customers' traffic patterns throughout their online sessions,
1248 including which pages or specific URLs a Customer views while using the Website(s). We
1249 may use your Internet-related Information to diagnose problems with our servers and software
1250 and to administer our Website(s). We may share aggregated statistics about pages viewed
1251 on our Website(s), demographic information and sales and other shopping information with
1252 third parties to enrich your visitor experience.

1253 **Actively Collected Personal Information You Provide:**

1254 If you provide information about yourself by registering at our Website(s), ordering a product,
1255 requesting services, filling out a survey, entering a promotion (including contests,
1256 sweepstakes, offers and rebates) or otherwise voluntarily telling us about yourself or your
1257 activities, we will collect and use that Personal Information to respond to your request, and
1258 for other internal business purposes, including identifying consumer preferences and
1259 improving our products and services and the content of our Website(s). This information may
1260 be disclosed to our staff and to third parties involved in the completion of your transaction, the
1261 delivery of your order, requested services, or the analysis and support of your use of the
1262 Website(s). Please note that if you provide an email address and chose to access our
1263 Website(s) through links we send to that email account, NERR and to third-parties NERR has
1264 Contracted with may collect personally identifiable information about your behavior, including
1265 purchasing behavior, time spent on the Websites, and any downloaded materials. This
1266 information will only be used for re-marketing purposes by NERR and will not be sold to any
1267 third party. We may also contact you by email, regular mail, fax, text message, or telephone
1268 from time to time with information about our new products and services, special offers,
1269 upcoming events, and changes to our Website(s.) If you do not wish to be contacted by all or
1270 any of these methods, you may let us know by sending an email message to us at
1271 UpdateNow@NewEraRemodeling.com. Please be sure to give us your exact name and
1272 address, and your detailed request so we can respond appropriately.

1273 **How to Access or Modify Your Personal Information:**

1274 You have the right to access and modify your Personal Information if we store them at our
1275 Website(s). If you have registered with our Website(s), you can access or modify your stored
1276 Personal Information by accessing the "My Account" areas of the Websites, or you can access
1277 and change your Personal Information by contacting us at
1278 UpdateNow@NewEraRemodeling.com. Your information will be updated within 10 business
1279 days.

1280 **Sharing Information:**

1281 If you provide us with your consent, we may share your Personal Information with our affiliates
1282 and business partners with whom we have joint marketing arrangements. We may also give
1283 you the opportunity, at the time that you provide us with your contact information, to have your
1284 information shared with other third parties or posted on our Website(s) for reasons we will
1285 describe at the time we make the request. If you do not want us to share your Personal
1286 Information with our marketing affiliates and business partners, then please let us know by

1287 contacting us at UpdateNow@NewEraRemodeling.com or via mail at NERR, Website
1288 Privacy, 2305 Kildane Way, SE, Olympia, WA 98501, or via telephone at 360-706-9097.

1289 We employ other companies to perform certain functions on our behalf, such as fulfilling
1290 orders, delivering packages, re-marketing services and services related to the design,
1291 maintenance and improvement of our Website(s) and our database and related systems.
1292 These companies have access to your information. We may arrange with a payment
1293 processing company to process your credit card related purchases. They use SSL encryption
1294 of your credit card information. Please let us know if you wish to access this company's
1295 Website(s) and privacy policy to read more about the security measures they employ. We
1296 have arranged with third party providers to help us with marketing services and information
1297 gathering. They may collect anonymous information about your visits to our Website(s), and
1298 your interaction with our products and services. They may also use information about your
1299 visits to this and other Web Websites to target information for goods and services. This
1300 anonymous information is collected using a pixel tag, which is industry standard technology
1301 used by most major web Websites. No personally identifiable information is collected or used
1302 in this process. They do not know the name, phone number, address, email address, or any
1303 personally identifying information about the user.

1304 Regardless of whether you have provided us with consent, we will share your information with
1305 those companies that perform certain functions on our behalf under Contract to us, and as
1306 may be necessary to comply with applicable laws, police investigations, or in legal
1307 proceedings where disclosure of such information is relevant and permitted by law. NERR will
1308 also assign, sell, license, or otherwise transfer to a third party your name, address, e-mail
1309 address, member name and any other Personal Information in connection with an
1310 assignment, sale, joint venture, or other transfer or disposition of a portion or all of the NERR
1311 service, or the assets, business or stock of (if any) NERR.

1312 **Links to Other Websites:**

1313 On our Website(s), we may provide as a convenience to you links to other Websites, including
1314 Websites operated by us, our partners, associates, or independent third parties. These links
1315 are provided as a convenience to you. Each Website has its own privacy practices, as
1316 described in that Website's privacy policy. Those practices may be different than the practices
1317 described herein, and we urge you to read each Website's privacy policy carefully before you
1318 use or submit information to that Website. Additionally, to the extent that you follow a link to
1319 a Website operated by an independent third party, please be aware that we exercise no

1320 authority or control over that third party, and cannot and are not responsible for any
1321 information that you may submit at that Website.

1322 **Where We Store and How We Secure Your Personal Information:**

1323 Your Personal Information may be kept in a database held on servers kept in a physically and
1324 technologically secure environments located outside our local business location accessed
1325 only by authorized personnel or Contractors who are required to keep your information
1326 confidential. All transmissions of your credit card information are encrypted. We also have in
1327 place internal procedures to confirm general company compliance with this Policy.

1328 Your information may be transferred to NERR, located in [Olympia, the State of Washington,](#)
1329 [United States of America](#), which location may be outside of your own state and/or country,
1330 and by providing us with your information, you are consenting to such transfer. Although we
1331 will use all reasonable efforts to safeguard the confidentiality of any Personal Information
1332 collected, we will not be liable for disclosure of Personal Information obtained due to errors in
1333 transmission or the unauthorized acts of third parties.

1334 **Important Note to Kids:**

1335 We do not wish to obtain personal information from children under 18 who are using our
1336 Website(s) unsupervised. Before providing us your name, address, e-mail address or any
1337 other personal information, be sure to ask your parents or guardian for permission. Parents
1338 and/or guardians are responsible for supervising the activities of their children while their
1339 children use our Website(s).

1340 **Username and Password:**

1341 You are responsible for maintaining the confidentiality of your username and password. You
1342 shall be responsible for all uses of your membership, whether or not authorized by you. You
1343 agree to immediately notify NERR of any unauthorized use of your username or password.

1344 **Cookies:**

1345 Like many other commercial Websites, we may utilize a standard technology called a "cookie"
1346 to collect information about how our Website(s) is/are used. A cookie is a small data text file,
1347 which a Website stores on your computer's hard drive (if your Web browser permits) that can

1348 later be retrieved to identify you to us. Cookies were designed to help a Website recognize a
1349 user's browser as a previous visitor and thus save and remember any preferences that may
1350 have been set while the user was browsing the Website. A cookie cannot be read by a
1351 Website other than the one that set the cookie. Cookies can track that you are authenticated
1352 to the Website, personalize home pages, identify which parts of a Website may have been
1353 visited or keep track of selections, such as those selected in a "shopping cart." Our cookies
1354 may collect your domain name and track your selections through our Website(s). A cookie
1355 cannot retrieve any other data from your hard drive, pass on a computer virus, or capture your
1356 e-mail address. The cookies make your use of the Websites easier, make the Websites run
1357 more smoothly and help us to maintain secure Website.

1358 To make a purchase at the NERR Online Store (if there is one,) you need to have all cookies
1359 enabled. Cookies are tiny text files stored on your computer when you visit certain web pages.
1360 We use cookies to keep track of what you have in your basket and to remember you when
1361 you return to our stores. Cookies cannot harm your computer and do not contain any personal
1362 or private information. For information about how to disable cookies, please consult your web
1363 browser's help menu or seek help elsewhere.

1364 **We reserve the right to change or update this GT&C at any time we wish. We will send**
1365 **an e-mail message to previously registered visitors and inform them of the update. We**
1366 **also reserve the right to change or update our GT&C again before we sign a Contract**
1367 **with a Customer even if we have already given the Customer a copy of our older version**
1368 **of the GT&C. In this case, the updated version automatically voids the older versions!!!**

1369 **What to Do If You Have Questions or Concerns about Your Information, or If You**
1370 **Need to Contact Us:**

1371 If you are a registered user of our Website(s), and If you need information or have any
1372 questions or concerns about this Privacy Policy or our use of your Personal Information, or
1373 wish to review all of your Personal Information, you may contact our Director of E-
1374 Commerce Solutions & Data via e-mail at contactus@neweraremodeling.com.

1375 In order to facilitate the transfer of data between the United States Of America (USA) and
1376 European Union (EU) countries, the USA and the EU have entered into a "safe harbor
1377 program," under which data can be transferred from the EU to participating non-EU
1378 companies. The program has a set of seven principles, to which NERR complies with
1379 respect to the data collected and used as described in this Privacy Policy. As part of that

1380 program, while we strive to respond to your concerns, we recognize that we may not always
1381 answer all of your questions, and as such if you are an EU resident, we will participate with
1382 the Data Protection Authority in the country in which you reside. Thus, to the extent that you
1383 feel that your questions have not been answered, and you are a resident of an EU Member
1384 country, you should feel free to contact the Data Protection Authority of the country in which
1385 you reside.

1386 **Call Monitoring and Recording, Conversation Recording, Privacy Statement:**

1387 As part of our commitment to providing the best possible service, NERR may monitor and
1388 record phone calls answered by NERR or by its hired answering service company and
1389 made by NERR or by its hired answering service company. NERR may also archive
1390 recorded voice mail messages. NERR records calls for training purposes, to improve
1391 Customer service, and to ensure an accurate record of Client/Customer calls, which may be
1392 needed to support transactions that take place over the phone or by voice mail messages.
1393 This allows NERR to identify how NERR can better serve its Customers and/or clients.
1394 Within the law, NERR may also record conversations with current Customers, former
1395 Customers, subcontractors, suppliers, or potential Customers for future reference.

1396

1397 **Legal Notice**

1398 **Intellectual Property:** Unless otherwise noted, product or service names, designs, logos,
1399 titles, text, images, audio, and video within our Website(s) and within our internet profiles
1400 are the trademarks, service marks, trade names, copyrights, or other property of **NERR**
1401 ("**NERR's** Intellectual Property.") All other unregistered and registered trademarks are the
1402 property of their respective owners. Nothing contained on our Website(s) or our internet
1403 profiles should be construed as granting, by implication, stopple, or otherwise, any license
1404 or right to use any of **NERR's** Intellectual Property displayed on our Website(s) and internet
1405 profiles without the written permission of **NERR**.

1406 **Emails & Text Messages:** Although e-mail & text messages and all attachments, if any, are
1407 believed to be free of any virus or other defect that might affect any computer system into
1408 which it is received and opened, it is the responsibility of the recipient to ensure that it is

1409 virus-free before opening it and we bear no responsibility for any loss or damage arising in
1410 any way from its use.

1411 **Use of Our Website(s) and NERR's Internet Profiles:** NERR maintains our Website(s)
1412 and its internet profiles for your personal entertainment, information, education, use, and
1413 communication. Please feel free to browse our Website(s) and our internet profiles. You
1414 may download material displayed on our Website(s) or internet profiles for non-commercial
1415 or personal use only provided you also retain all copyright and other proprietary notices
1416 contained on the materials. You may not, however, distribute, modify, transmit, reuse, copy,
1417 re-post, or use the content of our Website(s) and internet profiles for public or commercial
1418 purposes, including the text, images, audio, and video without NERR's written permission.
1419 Changes periodically are made to the information contained in our Website(s) and internet
1420 profiles.

1421 While NERR makes every effort to post accurate and reliable information, it does not guarantee or
1422 warrant that the information on its websites or its internet profiles are complete, accurate, or up to
1423 date. Any person or entity that relies on any information obtained from these sites does so at his or
1424 her own sole risk.

1425
1426 NERR assumes no responsibility for the use or application of any blogs or posted materials. Our
1427 website and internet profiles are intended solely for the purpose of electronically providing the public
1428 with general business-related information and convenient access to information resources.

1429
1430 NERR assumes no responsibility for any error, omissions, inaccuracies, or other discrepancies
1431 between the electronic and printed versions of documents.

1432 *When reading and using information contained in ours Website(s) or contained in our internet*
1433 *profiles, please consult with your attorney, financial consultant/planner, accountant, other*
1434 *contractors, architect, State or local licensing government offices/agencies, tax advisor, and/or*
1435 *other professionals for advice concerning your particular circumstances. The information*
1436 *contained in our Website(s) and internet profiles are for general informational and casual*
1437 *educational purposes only and should not be construed as professional, tax, financial or legal*
1438 *advice or a legal or professional opinion on specific facts or circumstances. The information or*
1439 *opinions contained at the above-mentioned sites should not be construed by any consumer,*
1440 *potential Customer, Customer, and/or prospective client as an offer to sell or the solicitation of an*
1441 *offer to buy any particular product or service. NERR does not guarantee the accuracy of this*

1442 *information or any results and further assume no liability in connection with these publications &*
1443 *claims, including but not limited to any suggestions contained within them.*

1444

1445 **No Warranties; Limitation of Liability:** OUR WEBSITE(S) AND INTERNET PROFILES
1446 ARE PROVIDED "AS IS" WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND,
1447 EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED
1448 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR
1449 NON-INFRINGEMENT. **NERR** also assumes no responsibility, and shall not be liable for
1450 any such damages to or viruses that may infect, your computer equipment, software, data or
1451 other property on account of your access to, use of, or browsing in our Website(s), internet
1452 profiles, or your downloading of any materials, data, text, images, video or audio from our
1453 Website(s), internet profiles, or any linked Websites.

1454 In no event shall **NERR**, its employees, agents, officers, shareholders, or owners, or any
1455 other party, involved in creating, producing, maintaining or delivering our Website(s),
1456 internet profiles, or any of their affiliates, or the officers, directors, employees, shareholders,
1457 or agents of each of them, be liable for any damages of any kind, including without limitation
1458 any direct, special, incidental, indirect, exemplary, punitive or consequential damages,
1459 whether or not advised of the possibility of such damages, and on any theory of liability
1460 whatsoever, arising out of or in connection with the use or performance of, or your browsing
1461 in, or your links to other Websites from our Website(s) or internet profiles.

1462 **Unaffiliated Products and Websites:** Descriptions of, or references to, products, services,
1463 publications, or Websites not owned by **NERR** or its affiliates do not imply endorsement of
1464 those product, publication, service, or Websites. **NERR** has not reviewed all material linked
1465 to our Website(s) and internet profiles and is not responsible for the content of any such
1466 material. Your linking to any other Websites is at your own risk.

1467 **Communications with our Website(s):** You are prohibited from posting or transmitting any
1468 unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory,
1469 pornographic, or profane material or any material that could constitute or encourage
1470 conduct that would be considered a criminal offense, give rise to civil liability, or otherwise
1471 violate any law. **NERR** will fully cooperate with any law enforcement authorities or court
1472 order requesting or directing **NERR** to disclose the identity of or help identify or locate
1473 anyone posting any such information or materials.

1474 Any communication or material you transmit to our Website(s) or our internet profiles by e-
1475 mail or otherwise, including any data, questions, comments, reviews, suggestions, or the
1476 like is, and will be treated as, non-confidential and non-proprietary. **NERR** cannot prevent
1477 the "harvesting" of information from our Website(s) or internet profiles, and you may be
1478 contacted by **NERR** or unrelated third parties, by e-mail or otherwise, within or outside of
1479 our Website(s) or internet profiles. Anything you transmit may be edited by or may not be
1480 posted to our Website(s) or internet profiles at the sole discretion of **NERR**; and may be
1481 used by **NERR** or its affiliates for any purpose, including, but not limited to, reproduction,
1482 disclosure, transmission, publication, broadcast and posting. Furthermore, **NERR** is free to
1483 use any ideas, concepts, know-how, or techniques contained in any communication you
1484 send to our Website(s) or internet profiles for any purpose whatsoever including, but not
1485 limited to, developing, manufacturing, and marketing products or services using such
1486 information.

1487 Although **NERR** may from time to time monitor or review discussion, chats, postings,
1488 transmissions, bulletin boards, and the like on our Website(s) or internet profiles, **NERR** is
1489 under no obligation to do so and assumes no responsibility or liability arising from the
1490 content of any such locations nor for any error, defamation, libel, slander, omission,
1491 falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any
1492 information within such locations on our Website(s) or internet profiles. **NERR** assumes no
1493 responsibility or liability for any actions or communications by you or any unrelated third
1494 party within or outside of our Website(s) or internet profiles.

1495 **United States Governing Law:** NERR LLC's Website(s) and internet profiles were
1496 developed in the United States of America in accordance with and shall be governed by,
1497 and your browsing in and use of our Website(s) and internet profiles shall be deemed
1498 acceptance of, the laws of the **State of Washington**, United States of America.
1499 Notwithstanding the foregoing, our Website(s) and internet profiles may be viewed in other
1500 parts of America or internationally and may contain references to products or services not
1501 available in all countries or regions. References to a particular product or service do not
1502 imply that **NERR** intends to make such products or services available in such countries or
1503 regions.

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1505

Department of Labor and Industries
Contractor Registration



Example of Disclosure Statement Notice to Customers

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1507

1508 Business Name: New Era Remodeling & Repairs, LLC

1509
1510

1511 This Contractor is registered with the state of Washington, registration no. NEWERER818OP
1512 has posted with the state a bond or deposit of \$ 12,000 for the purpose of
1513 satisfying claims against the Contractor for breach of Contract including negligent or improper
1514 work in the conduct of the Contractor's business. The expiration date of this Contractor's
1515 registration is 09/17/2021.

1516

1517 ***THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT***
1518 ***MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.***

1519

1520 This bond or deposit is not for your exclusive use because it covers all work performed by
1521 this Contractor. The bond or deposit is intended to pay valid claims up to \$ 12,000 that you
1522 and other Customers, suppliers, subcontractors, or taxing authorities may have.

1523

1524 ***FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR***
1525 ***CONTRACT.***

1526

1527 You may withhold a Contractually defined percentage of your construction Contract as
1528 retainage for a stated period of time to provide protection to you and help ensure that your
1529 project will be completed as required by your Contract.

1530

1531 ***YOUR PROPERTY MAY BE LIENED.***

1532

1533 If a supplier of materials used in your construction project or an employee or subcontractor
1534 of your Contractor or subcontractors is not paid, your property may be liened to payment
1535 and you could pay twice for the same work.

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Page 1 of 2

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

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

1547

I have received a copy of this disclosure statement.

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 X
Signature of Customer

 X
Date Signed

Print Full Names: X

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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.

1558

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

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

1579 **Example of**

1580 **CONSTRUCTION LIEN NOTICE TO OWNER**

1581 **IMPORTANT: READ BOTH PAGES OF THIS NOTICE CAREFULLY**
1582 **PROTECT YOURSELF FROM PAYING TWICE**

1583
1584 To: Customer's name Date: dd/mm/20yy

1585 Re: Customer's address

1586 (Description of property: street address or general location)

1587 From: New Era Remodeling & Repairs, LLC

1588 At the Request of: David Sabet, Business Owner

1589 Name of person ordering their professional services, materials, or equipment.

1590 **THIS IS NOT A LIEN:** This notice is sent to you to tell you who are providing professional services,
1591 materials, or equipment for the improvement of your property and to advise you of the rights of
1592 these persons and your responsibilities. Also take notice that laborers on your project may claim a
1593 lien without sending you a notice.

1594 **OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY**

1595 Under Washington law, those who furnish labor, professional services, materials, or equipment for
1596 the repair, remodel, or alteration of you owner-occupied principal residence and who are not paid,
1597 have a right to enforce their claim for payment against your property. This claim is known as a
1598 construction lien. The law limits the amount that a lien claimant can claim against your property.
1599 Claims may only be made against that portion of the Contract price you have not yet paid to your
1600 prime Contractor as of the time this notice was given to you or three days after this notice was
1601 mailed to you. Review page 2 of this notice for more information and ways to avoid lien claims.

1602 **COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY**

1603 We have or will be providing professional services, materials, or equipment for the improvement of
1604 your commercial or new residential project. In the event you or your Contractors fail to pay us, we
1605 may file a lien against your property. A lien may be claimed for all professional services, materials,
1606 or equipment furnished after a date that is sixty days before this notice was given to you or mailed
1607 to you, unless the improvement to you property is the construction of a new single-family residence,
1608 then ten days before this notice was given to you or mailed to you.

1609 Sender: _____

1610 Address: _____

1611 Telephone: _____

1612 Brief description of professional services, materials, or equipment provided or to be provided: _____

1613 _____

1614 **Important Information for your Protection**

1615 • This notice is sent to inform you that we have or will provide professional services,
1616 materials or equipment for the repair, remodel, or alteration of your property. We expect
1617 to be paid by the person who ordered our services, but if we are not paid, we have the
1618 right to enforce our claim by filing a construction lien against your property.

1619 • **LEARN** more about the lien laws and the meaning of this notice by discussing them
1620 with our Contractor, suppliers, Department of Labor and Industries, the firm sending
1621 you this notice, your lender, or your attorney.

1622 • **COMMON METHODS TO AVOID CONSTRUCTION LIENS:** There are several
1623 methods available to protect your property from construction liens. The following are
1624 two of the more commonly used methods.

1625 • **DUAL PAYCHECKS** (Joint Checks): When paying your Contractor for services or
1626 materials, you may make checks payable jointly to the Contractor and the firms
1627 furnishing you this notice.

1628 • **LIEN RELEASES:** You may require your Contractor to provide lien releases signed
1629 by all the suppliers and subcontractors from whom you have received this notice. If
1630 they cannot obtain lien releases because you have not paid them, you may use the
1631 dual payee check method to protect yourself.

1632 • **You should take appropriate steps to protect your property from liens.**

1633 • **Your prime Contractor and your construction lender are required by law to give**
1634 **you this written information about lien claims.**

1635 I have received a copy of this important information & this "Notice to Owner."

1636 Customer's Signature: X _____ Date: X _____

1637 Print Full Names: X _____

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1648 F625-054-000 / construction lien notice / page 2 of 2 / 11-05

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

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

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

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

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

1655

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

1656

1657

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

1658

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1661

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

1662

Customer's full address

1663

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

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

1669

1670

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

1671

1672

1673

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

1674

1675

1676

This is a Contractor, Subcontractor, Supplier

1677

Indicate all that apply with checkmark(s)

1678

1679

N/A \$
Company Name Authorized Signature Amount Received

1680

1681

1682

Print Name of Person Signing Release Title Date

1683

1684

This is a Contractor, Subcontractor, Supplier

1685

Indicate all that apply with checkmark(s)

1686

1687

I have received a copy of this Lien Release Form.

1688

(Signature of Customer) Date Signed

1689

1690

Full Customer's Names (Print)

1691

1692

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

1693

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

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NOTICE TO BE POSTED BY PRIME CONTRACTOR

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

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

Jobsite Information:

Single Family Home

Owner's/Customer's Name: _____

Address: _____

Tel: _____

Contractor's Information:

New Era Remodeling & Repairs, LLC

2305 Kildane Way, SE

Olympia, WA 98501

Tel: 360-706-9097

UBI #: 604502342; Contractor's License #: NEWERER8180P

Surety Bond:

Bond Type: Continuous Contractor's Bond

Agency: SuretyBonds.com

Bond Number: 64787115

State: Washington

Bond Amount: \$12,000.00

Term Dates: 9/6/2021 - 10/6/2025

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

Fax: (573)303-0131

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

Email: CustomerCare@SuretyBonds.com

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

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DATE: dd/mm/20yy

YOUR SAFETY IS VERY IMPORTANT TO US.

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

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

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

THANKS,
DAVID SABET
NEW ERA REMODELING & REPAIRS, LLC

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