

# NEW ERA REMODELING & REPAIRS, LLC

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

WA. DEPT. OF L&I LICENSE: NEWERER8180P

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

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

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

### Definitions:

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

- 32 - **NERR's Internet Profiles:** is any profiles we have on the internet at sites such as  
33 Google, Yahoo, Bing, Yelp, BBB, Angieslist, Facebook, Tweeter, ... etc.  
34 - **Jobsite:** is the location(s) at a specific address where we provide service to our  
35 Customers.  
36 - **Contract or Estimate:** is the Estimate & Contract (**E&C**), Change Order Contract,  
37 Estimate, or Invoice (collectively called Contracts) we sign with a Customer. Each of  
38 these documents are considered independent Contracts and independent projects. A  
39 Contract is a legal agreement between NERR and the Customer.  
40 - **Dispose of it:** means it is trash – get rid of it as trash by putting it in the Customer's  
41 trashcan (onsite) or take it to the county disposal facility or other disposal places  
42 (offsite) as trash.  
43 - **Words of Authority:** "**May**" means "has discretion to," "has a right to," or "is permitted  
44 to." and "**Must**" means "is required to."  
45 - **Binding Contract:** The Contract is only binding if it has been signed by the Customer  
46 & NERR's representative and the deposit or full payment, if required in the Contract,  
47 has already been received by NERR.  
48 - **Guarantee and Warranty:** Warranty is for products and parts and guarantee is for  
49 workmanship. We never give Warranty to any Customers because we do not  
50 manufacture the products or the parts we purchase and use for or in 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 we have signed with a Customer. Please see  
55 details of our "Workmanship 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 Contract(s), 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 Contract(s) 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 cost-effective 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 manage any potentially  
81 hazardous materials and use the proper techniques for all repair and remodeling projects.  
82 We sometimes use the services of certain licensed sub-contractors or professional sub-  
83 contractor if your project is too big for us to manage 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" in our **Contract,**  
94 **Estimate, or Estimate & Contract.** This ensures that you will only pay for the work we  
95 complete and any materials we purchase for your project. You will also have the option of  
96 buying some of the needed materials or parts yourself should you decide to save money by  
97 not paying us for shopping time or markup on the materials you want. In that case, we may  
98 suggest, upon your request, what materials, and quantities of /materials/parts, to buy and help  
99 you make a shopping list. However, you will be fully responsible for getting the right materials  
100 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 items.  
110 We may request a 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 with a low and a high number that may range within

115 25% of each other. The advantage is that you pay the actual cost and there is no extra mark  
116 up to 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 first day of the project when you sign the Contract! We will refund to you if the**  
134 **total cost comes to less than what you initially paid us. We will be the sole authority to**  
135 **decide 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**

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

148 **Price Increase Due to Inflation:**

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

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

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

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

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

199

#### 200 **Service Call Fee:**

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

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

208 in total for driving time. These fees cover only the driving time. Additionally, you will be  
209 charged our special labor fee (much higher than our regular labor fee) + material & part costs  
210 for whatever you will be asking us to do.

### 211 **Labor Fees:**

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

### 226 **Sales Tax:**

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

230

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

232 We normally charge a minimum of \$100 trip charge + labor fee per hour + our material & part  
233 costs to go to a Customer's house to do a job or a project no matter how small the job or the  
234 project is. The setup & clean up normally include mobilizing our tools & equipment, shopping  
235 for parts, cost of covering the floors with drop-cloth, cost of covering furniture and other items  
236 with plastic, cleaning, sweeping, or vacuuming the floors at our discretion during the project



237 and after the repairs are done at the end of the project. It may also include managing the  
238 trash, if any.

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

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



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

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

272 **Estimate & Contracts, Invoices, Change Orders (collectively called Contracts):** Before  
273 signing any Contracts, the Customer **must** read the Contract's details and this GT&C in full  
274 details and ask for clarifications if they do not understand any parts of them, and **in writing**,  
275 request changes to be made if they do not agree to any issues. If we agree to the requested  
276 changes, then we will make the changes before asking the Customer to sign the Contract.  
277 This GT&C is a part of every Contract we sign with a Customer. The Customer must also read  
278 the scope of work listed on the Contracts and ask us for corrections if they find errors or  
279 omissions before signing the Contracts. If errors or omissions are detected after the Contracts  
280 are signed, then the most stringent case that is to NERR's advantage shall prevail! If we  
281 mutually agree that the Contract needs to be rewritten and signed again, then we will make  
282 the corrections and price the project correctly as well if necessary. A Contract number is  
283 normally the date when the Contract was issued/written. For example, 2020-0307-JDO,  
284 indicates that the Contract was issued on March 07, 2020, and the "JDO" is extracted from  
285 the Customer's names "John Doe."

286 **Facility Types & Additions:** Due to our general liability insurance restrictions, we may not  
287 be allowed to provide our services to owners, residents, operators, or managers of  
288 townhomes, duplexes, apartments (multi-family structures), facilities with more than 3-stories,  
289 or other multifamily homes. Also, for the same reason, we may not be allowed to do additions  
290 to a structure. It is the Customer's responsibility to inform us if they live or their project site is

291 in such properties ahead of time so we can more closely look into our options without violating  
292 our insurance requirements and/or violating privacy or rights of the other residents living there.

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

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

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

322 **Surety Bond:** Our surety bond currently covers up to \$12,000. The Customer agrees that,  
323 under no circumstances, but within the applicable Federal & State laws and local rules &

324 regulations, and within the terms & conditions of the surety bond, whichever is more  
325 appropriate, the Customer will not ask for more than a **total** of \$12,000 (including ALL  
326 attorney's and other legal fees and costs FOR ALL INVOLVED PARTIES INCLUDING THE  
327 SURETY BOND COMPANY, collection fees, court costs, paperwork, expert testimonies,  
328 damages claimed, out of pocket expenses, ... etc.) if the size of their project is more than  
329 \$12,000 and if they also find NERR at fault for any good reasons. In addition, and similarly,  
330 the Customer agrees that the Customer will not ask for more than the **Total Cost** (labor +  
331 parts provided by NERR only minus the attorney's fees and other legal fees and costs as  
332 stated above) of the project if the **Total Cost** of the project is less than \$12,000. Our bond  
333 company will require a court judgement against NERR, LLC before they pay any complaining  
334 Customer.

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

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

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

358 **Dust:** Home improvement projects are often very dusty, sometimes smelly, and noisy  
359 operations as well. NERR will, at its own discretion, cover the floors with drop cloths and cover  
360 big & heavy furniture, if any, with plastic in the main work areas only. All small items including  
361 items hanging from the walls must be removed from the work areas by the Customer 1 day  
362 before the first day of the project. Curtains and blinds must be removed by the Customer as  
363 well. During the project, the dust will MOST LIKELY sit on all walls, doors, windows, ceilings,  
364 furniture, decorations, floors, countertops, ... etc. throughout the house. In the Contract,  
365 NERR never includes the cost of cleaning the entire house, the entire main work area(s), or  
366 any other parts of the house (other than the main work areas in **a limited** way) due to dust  
367 generated during the project. For example, the main work area is only the bathroom that we  
368 are remodeling and not the adjacent areas around the bathroom. It will be the sole  
369 responsibility of the Customer to clean up the dust everywhere including the main work  
370 area at his/her own expense during the project and/or after the project is completed.  
371 Walls, ceilings, doors, windows, beds, ceiling fans, curtains, light fixtures, shutters... etc. in  
372 the main work areas will not be dusted and/or cleaned by us either! We will however, lightly  
373 vacuum or sweep the floor at the end of the project.

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

391 **Who Is the Boss?:** Please note that NERR's relationship with the Customer is a Customer-  
392 Contractor relationship. No one is the boss! You and we are not in an employer-employee

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393 relationship. Some Customers mistakenly think that they are the boss and they are the  
394 employer and we are their employee since they have hired us to work for them. They also  
395 mistakenly may think that since they are the boss, they can tell us how to do our work and/or  
396 be picky or be a “backseat driver.” The fact is that the Customer & NERR have mutually  
397 agreed to work together to bring the project to a successful and peaceful completion. We  
398 expect the Customer to be considerate, polite, reasonable, not bossy, cooperative, and  
399 friendly to us as we will be to them. **We will not tolerate rudeness, picky people,  
400 perfectionists, “backseat drivers” or people who try to tell us how to do our work.  
401 These type of people are strongly advised to seek help for their projects elsewhere!!!**

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

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

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

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

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

463 be familiar with or may not be according to American standards, or unacceptable to NERR for  
464 any reasons, NERR has the right to delay the start of the project, refuse to do the project, or  
465 reschedule the Customer's project after NERR completes subsequent scheduled projects for  
466 other Customers who are waiting "in-line" to be served by NERR. In these cases, NERR has  
467 the right to charge the Customer extra fees to restart the project later. **The deposit(s) the**  
468 **Customer has paid us will not be refunded under these or any circumstances whatsoever!**

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

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

490 **Binding Contract:** Our signatures on the Contract indicate that all involved parties agree to  
491 all terms and conditions of the Contract and this GT&C. Once the Contract is signed, the  
492 previous versions of the Estimate & Contracts, if any, for that particular project is immediately  
493 voided. By signing the Contract, all parties also agree to this GT&C which is also available at  
494 our Website at [www.neweraremodeling.com](http://www.neweraremodeling.com). Please note that NERR revises and updates the  
495 GT&C on a regular basis. So, please download or print our GT&C immediately and save it  
496 when you sign a contract with us if we have not given you a printed copy or an electronic copy



497 already. The tab link for this GT&C is at the top of the Home page of our Website under  
498 “Terms & Conditions”. Please make sure to read it fully and carefully and let us know, in  
499 writing, if you have any questions, need clarifications, or need written modifications before  
500 you sign the Contract. In writing, please let us know if you have any difficulties finding this  
501 GT&C at our Website or if you have difficulties printing it so we can help you get a printed  
502 copy. Please print and attach a copy of this GT&C to the E&C, Change Order(s), invoices,  
503 quotes, ...etc. you sign with us for future reference. The Contract is not valid if it is not signed  
504 and dated by **both** the Customer and NERR. In addition, **the Contract is not valid (not binding)**  
505 **either until the deposit or the full payment ,if required, is received by NERR's business owner**  
506 **even if the Contract is signed by both the Customer & NERR. We (NERR) have the right to**  
507 **cancel any signed contracts or verbal agreements if we experience any difficulties with the**  
508 **Customer before or during any projects without assuming any liabilities whatsoever!!!**

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

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

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

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

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

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

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

554 **Suggestions or Referrals:** The Customer is ultimately and fully responsible for all the  
555 decisions they make about the parts, styles, methods, designs, quantities, qualities, prices,...  
556 etc. they agree to buy for their project. If asked by the Customer, we may make some  
557 suggestions to them or refer them to some contractors, vendors, or shops as to what they can  
558 buy before the start of a project, during a project, or even after the project is completed. We  
559 never force a Customer to accept our suggestions, referrals, or our proposals for parts or  
560 otherwise under any circumstances! We will not be responsible, in any shapes or forms  
561 whatsoever, if the Customer buys something we have suggested and turns out to be not good,

562 of poor quality, too difficult to install, or inappropriate, not available, or defective!!! Similarly,  
563 we will not be responsible, in any shapes or forms whatsoever, if the Customer encounters  
564 unpleasant experiences with contractors or sellers we have suggested or referred to them!

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

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

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

591 **Paint Color & Paint Sheen:** Please understand that the paint stores and paint suppliers, in  
592 most cases, cannot perfectly match the color and sheen of a material sample we collect from  
593 your house/facility for color matching. If you wish not to see color and/or sheen variations in  
594 the repaired or altered areas, we suggest that you allow us to paint the entire area around the

595 repaired or altered areas until we reach a point or line where the surface area changes  
596 direction. That way, the variation in color and sheen will most likely not be noticeable. Please  
597 note that this will add to the load of work we have to do and will require additional paint and  
598 additional painting supplies. For this, you agree to pay us for the additional work & materials.  
599 We will issue an invoice/change order for this before we do the work. **As always, additional**  
600 **fees for additional work must be pre-paid at the time of signing the Contract, invoice, or**  
601 **Change Order.**

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

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

621 **Measurements, Quantities, Dimensions, Materials, Parts, Prices, Scope of Work,**  
622 **Project Duration, etc.:** All these items are estimated in the Contracts and are approximates.  
623 All costs are estimated and are the **minimum costs** for each project. Actual materials & parts  
624 and quantities to be used may be modified by NERR before or during the project after the  
625 Contracts are signed at NERR's sole discretion. During the project, we may find a better way  
626 of doing a task or use better or a different quality material to complete a task or the parts we  
627 anticipated to buy are not readily available. In other words, just because certain parts,  
628 materials, or supplies (collectively called parts) are listed in the Contract, it does not

629 necessarily mean that we will be using all those parts, or we will be using the same exact  
630 parts listed on the Contract. In fact, the list of parts is solely a potential list for NERR to know  
631 what material and parts we might need for the project so we can plan ahead of time before  
632 we come to the Jobsite.

633 **Additional Trips to Complete a Project:** There will be an additional minimum of \$100 daily  
634 trip charges + our usual labor fees and part costs each time we have to come back to the  
635 Jobsite to finish a project due to lack of parts the Customer fails to provide on time for us; or  
636 due to inability of a Contractor (i.e. countertop Contractor, electrician, plumber, shower glass  
637 Contractor, heating & air conditioning Contractor, ... etc.) hired by the Customer to complete  
638 their tasks on time before we finish our work. Also, there will be an additional fee of \$400 for  
639 re-mobilizing our tools & equipment to the jobsite each time. If the project is stopped by the  
640 Customer or by us for any reasons and we must re-mobilize our tools & equipment to continue  
641 the project at a later date, again, there will be a minimum of additional charge of \$400 each  
642 time + our usual labor fees and part costs + the \$100 trip charge per day. This fees & costs  
643 must be pre-paid for us to come back.

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

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

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

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



686  
687 **Purchasing Locations:** We strongly suggest that the Customer buy the parts they wish to  
688 provide to us for their project from a local store which has good return policies. That way, if  
689 an item is found to be defective or not appropriate for the job, it can be returned or exchanged  
690 without delay. We also suggest that if the Customer must buy something online, they buy

691 them well ahead of time, examine them once they arrive, and have them onsite long before  
692 the 1<sup>st</sup> day of the project to make sure there will be no delays in completing the project as we  
693 normally are pre-booked for a few months ahead of time and other projects are scheduled  
694 back-to-back. Please do not buy products from overseas for the same above reasons. Plus,  
695 the foreign products may not be up to American standards or we may not be familiar with  
696 them and we may not be able to install them. The Customer will be charged additional fees if  
697 we are not familiar with the parts they have bought or if the parts they have bought are not  
698 appropriate for installation and cause delays in completing the project. If we have to come  
699 back and finish a project due to Customer's failure to provide the appropriate needed parts,  
700 there will be a minimum of \$95 trip fee **per trip** + minimum of \$400 additional fee **each time**  
701 for remobilizing our tools, equipment, and supplies back to the Jobsite to complete the project.  
702 Our availability to come back and finish a job depends on how many projects are scheduled  
703 with other Customers and how long it will take us to complete those projects before we can  
704 come back to finish your unfinished project. **The Customer must pay us the balance in full**  
705 **owed on the invoices or Contracts when we are done with other doable tasks of the project**  
706 **on the day we can no longer continue the project due to lack of parts. The Customer also**  
707 **agrees to pay us the minimum \$95 daily trip charges and the minimum \$400 remobilization**  
708 **fees + any additional labor fees & part costs for additional tasks to be performed by us ahead**  
709 **of time and in full for us to come back and continue the project.**

710 **Working Days & Hours:** Our normal working days are usually Monday to Friday, **between**  
711 10 a.m. and 7:30 p.m. excluding official holidays. Sometimes we go shopping for parts before  
712 we head toward the Customer's Jobsite, or may arrive after 10 a.m. for personal reasons, or  
713 may go to the local disposal facility to get rid of the construction trash and may get to the  
714 Jobsite after 10 a.m. During the wintertime, we may choose to leave the Jobsite sooner due  
715 to bad weather, poor road conditions, narrow and dangerous roads around the Jobsite,  
716 darkness, personal reasons, ...etc. **In other words, we may arrive at the jobsite any time**  
717 **between 10 a.m. and noon and we may leave the jobsite any time before 7:30 p.m. at our**  
718 **sole discretion!** If we decide to change these working hours, we will let the customer know  
719 ahead of time and get their confirmation.

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

726 that misunderstandings, and complications arise from dealing with these kinds of people  
727 during the project which cannot be peacefully resolved. We strongly suggest that if that is  
728 your case, please let another healthy member of your family (or organization) or a good  
729 healthy friend to be our liaison without you interfering with his or her decisions on dealing &  
730 working with us so we can complete your project peacefully & successfully! Thank you for  
731 your consideration in advance.

732 We expect the Customer to be considerate, polite, reasonable, and cooperative, and  
733 friendly to us as we will be to them. **We will not tolerate rudeness, picky people,**  
734 **perfectionists, or people who try to tell us how to do our work.** If any problems,  
735 disputes, disagreements, or dissatisfactions arise between the parties (NERR & the  
736 Customer) during the project, NERR has the right to quit working and end the project to  
737 avoid further complications and problems. In these cases, the Customer is still fully liable to  
738 pay the remainder of his/her balance in full for the entire project. If we quit working due to  
739 the above problems, and if the Customer wishes us to come back and finish the project, and  
740 if we agree to do so, we will have the right to demand that the Customer pay us the  
741 remaining balance in full before we come back to complete the project. **In that case, all**  
742 **given discounts, if any, will be forfeited as well! Also, at least an additional \$400 will be**  
743 **added to the balance for re-mobilizing tools, equipment, and supplies back to the Jobsite +**  
744 **a minimum of \$100 per trip per day to the Jobsite. These fees must be pre-paid by the**  
745 **Customer.**

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

754 Please also note that new products come to market all the time and almost every day, which  
755 may require a new method of installation or use. In addition, new and improved methods of  
756 installation or use are developed constantly which may work better or may work better with  
757 the use of newly developed products. The combination of these new products and new  
758 methods can instantly become a new industry standard to some contractors and not to some  
759 other contractors.



760 **Workmanship Guarantee:** All given workmanship guarantees must be in writing.  
761 **Verbal or other form of non-written workmanship guarantees shall be invalid for all**  
762 **projects, Contracts, Change orders, Invoices, claims, ... etc.** All Limited Workmanship  
763 Guarantees, if any, start on the 1<sup>st</sup> day of the project and end either after the 1<sup>st</sup> repair is  
764 done during the guarantee period or ends after the number of guaranteed days we have  
765 given you in the written limited workmanship guarantee. For example, if we have given you  
766 a 180-day Limited Workmanship Guarantee, the guarantee ends 180 days from the 1<sup>st</sup> day  
767 of the project if no guaranteed repair is requested by you. However, if you, for example,  
768 request a guaranteed repair 80 days after the 1<sup>st</sup> day of the project, then your guarantee  
769 period ends on the day we do the repair. Similarly, if we have given you a 180-day  
770 Comprehensive Workmanship Guarantee, the guarantee ends 180 days from the 1<sup>st</sup> day of  
771 the project if no guaranteed repairs are requested by you. However, if you request multiple  
772 guarantee repairs, your guarantee ends when the last repair is done based on the specifics  
773 of your Comprehensive Workmanship Guarantee. If the Customer have not purchased a  
774 workmanship guarantee from us, or if we have not given the Customer any written  
775 workmanship guarantee in any shape or form, all the work we perform in your  
776 projects, are done without any workmanship guarantee, without product warranty,  
777 without satisfaction guarantee, without minimum expected expectations, without any  
778 expected guarantee, or without any specific industry standards. In other words, the  
779 work will be done on “As Is” bases without us assuming any liabilities or promises  
780 whatsoever! In a Contract, or separately in writing, at our discretion, we may give the  
781 Customer a 180-days written workmanship guarantee for an additional fee or give the  
782 Customer a 180-day workmanship guarantee as an incentive to motivate the Customer to  
783 write an online review if they are fully satisfied with our work. If you wish to have a Limited  
784 Workmanship Guarantee or a Comprehensive Workmanship Guarantee, you must ask us  
785 in writing before you sign a contract with us. Then, we will add an additional fee of 10% to  
786 20%, on top of what we normally charge a Customer, to the total cost (of all Contracts and  
787 Invoices) of your project(s.) Once the workmanship guarantee period ends, we no longer  
788 assume any responsibilities or liabilities whatsoever if anything goes wrong with the work we  
789 have done for the Customer or if the Customer’s property is damaged in any shape or form  
790 due to the work we have done for the Customer. In other words, once the workmanship  
791 guarantee period is over, the work done by us will fall on “As Is” bases without us assuming  
792 any liabilities whatsoever!

793 **Our Limited Workmanship Guarantee** includes only 1-time repair in 1-trip only. During this  
794 type of guarantee period, if you encounter any non-cosmetic problems (technical problems)  
795 with our workmanship after the job is completed, we will come back (1-time only in 1-trip)

796 only for all tasks of Contracts, Change Orders, and invoices) and repair it/them for free (free  
797 labor + free materials & parts which we purchased for your project.) **This will be the only 1-**  
798 **time free repair you will ever get for all work done! No other repairs will be done even**  
799 **if this guaranteed repair fails later or if the repair work is not satisfactory to the**  
800 **customer for any reasons whatsoever! In other words, we will not do multiple repairs**  
801 **of the same issue, same defect, same problem, or any other problems; and the**  
802 **quality of workmanship guarantee repair is not guaranteed in any shape or form;**  
803 **satisfaction is not guarantee either. There will be no moneyback guarantee either**  
804 **under any circumstances whatsoever!!!**

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

810 **The maximum number of repairs or trips will be limited to what is specified in the**  
811 **written guarantee. No additional repairs will be done even if the previously**  
812 **guaranteed repairs fail later or if the repairs are not satisfactory to the customer for**  
813 **any reasons whatsoever! In other words, we will not do unlimited repairs of the same**  
814 **issue, same defect, same problem, or any other problems beyond the maximum**  
815 **number of repairs or trips specified; and the quality of workmanship guarantee repair**  
816 **is not guaranteed in any shape or form; satisfaction is not guarantee either. There**  
817 **will be no moneyback guarantee either under any circumstances whatsoever!!!**

818 Customers **are not allowed** to tell us how to do our work during the project even if they  
819 have given us written protocol or any written industry standard prior to signing a contract  
820 with us. Also, Customers are not allowed to tell us how to do our guaranteed repair work or  
821 any repair work either. The customer must pay us for labor, parts, and other costs in  
822 advance, whatever we determine the costs will be, if we ever agree to do any work or the  
823 repair work the particular way the customer demands us to do. The material & parts which  
824 you bought for your project or installed by you after we finished the project or during the  
825 project are not covered under this guarantee and you need to supply us with them again for  
826 us to do the repairs. If an area needs to be repaired by us and you have installed something  
827 on it, you must remove it at your own costs and risk so we can do the repair work. Then, you  
828 also must re-install the removed item yourself, if you wish, but at your own costs and risks. If  
829 the removed item is not re-installable for any reason whatsoever after we have done the

830 repairs, or after we removed it, the Customer must buy them or buy something else that fits  
831 again at his/her own costs.

832 If your E&C does not show any guarantee, you must specifically ask for a written guarantee  
833 if you wish, so we can include that additional cost in the Contract. We do not give guarantee  
834 for any landscaping work we do as many environmental factors (such as improper watering,  
835 lack of sunshine, improper fertilization, disease, improper use, or treatment, ... etc.) Which  
836 are out of our control can adversely affect the quality of work done after we complete the  
837 project. Quality of our workmanship or Customer satisfaction for quality of work is not  
838 guaranteed under any circumstances or by any means for any projects or any  
839 workmanship guarantee repairs. NERR assumes that the Customer has done his/her  
840 homework in finding us as a contractor with a good online reputation for their project.  
841 We will do the work based on our preferences and expertise. If the Customer wishes  
842 us to follow certain protocol or standard, or do the work in certain way, then the  
843 Customer must provide us with that written protocol or standard before they sign any  
844 Contract with us so we can price it accordingly. People who are picky, unreasonable,  
845 or perfectionists are advised to seek help for their projects elsewhere!!! Also, our  
846 guarantees, if any, are not a "money back guarantee" or "satisfaction guarantee" under  
847 any circumstances or by any means whatsoever!"

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

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

859 If you have a written workmanship guarantee from us, we will do our best to repair what we  
860 originally did, which is now broken or is now malfunctioning due to our workmanship during  
861 the guarantee period. All guarantees, if any, are voided if items we installed, repaired, or  
862 planted are abused, misused, altered, drilled though, modified, worked on, added on,

863 damaged, moved from the fixed position, replanted, or neglected by the Customer or by any  
864 contractor or anyone else hired or utilized by the Customer to do additional work on the work  
865 we have performed. For example, all workmanship guarantees, if any, are voided if the  
866 Customer hires a contractor to install a shower enclosure on the shower we have built.  
867 Similarly, all guarantees, if any, are voided if the Customer install grab-bar(s), soap dishes,  
868 or other items on the shower walls, shower floor, shower threshold, ... etc. we have built.

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

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

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

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

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

884 We charge a minimum fee of \$100 for making a house call for a “False Alarm.” A False Alarm  
885 is when a Customer who has a written workmanship guarantee from us, calls us to do a  
886 guaranteed repair and we find out that the problem is not associated with the work we have  
887 done or is a “cosmetic” issue which is not covered under our workmanship guarantee. Again,  
888 we do not cover “cosmetic” issues in our workmanship guarantee at all! Anything that is not  
889 functioning correctly or has lost its integrity (technical problems) and is due to how wrongly  
890 installed or wrongly repaired, is covered. For example, plumbing leaks, loose tiles, toilet leaks,  
891 faucet leaks, shower or tub leaks, roof leaks, window leaks, loose grout, electrical problems,  
892 mechanical problems, doors or windows not functioning correctly, ... etc. are considered  
893 technical problems and are covered under our workmanship guarantee if you have a written

894 workmanship guarantee from us. If any of the above problems are caused by foundation  
895 settlements, floods, storms, earthquakes, acts of wars, acts of nature, other contributing  
896 problems in the house/facility, terrorism, alterations/modifications done by the Customer, act  
897 of another contractor hired by the Customer, defective products, or anything that has caused  
898 damage to the project NERR has completed, then these problems **are not covered** under  
899 our workmanship guarantee. All other non-technical issues fall under “cosmetic” issues and  
900 problems and **are not covered** by our guarantees. **We will be the sole judge of what is a**  
901 **cosmetic issue or what is a technical problem.** In addition to the minimum \$95 house call  
902 fee, if we decide to do the requested repairs, we will charge our regular labor rate + material  
903 costs if the (former) Customer still wants us to remedy the problem they have, or they think  
904 they have. Crack or fracture repairs (cracks or fractures in walls, ceilings, floors, ground,  
905 decks, ... etc.) are not guaranteed in any shape or forms because the cracks are normally  
906 due to settling problems or severe storms and we have no control over them. We normally  
907 advise the Customer to remedy the conditions which contribute to settling problems before  
908 we repair the cracks or before fixing a door or a window which is not functioning correctly.  
909 Remedies suggested by us often include installation and **regular & proper use** of sprinkler  
910 systems, soaker hose systems, and/or foundation repairs. We strongly suggest that the  
911 Customers consistently and regularly (especially during the hot season, May through October  
912 for example) keep the property's ground areas adequately moist. In some cases, this will most  
913 likely eliminate or minimize settling problems!!!

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

920 All involved parties (NERR, our sub-contractors, the Customer) **must first try extremely**  
921 **hard** to resolve their disagreements between themselves without filing a lawsuit against  
922 each other. If this process fails, all involved parties **must** utilize the services of a  
923 professional mediator to try to come to a settlement. If the Customer believes that he/she is  
924 entitled to some monetary compensation from NERR, then the Customer must file his/her  
925 claim with our liability insurance provider or our bond provider if the above efforts fail. If this  
926 process also fails, then all parties must inform the opposite parties, in writing, of their  
927 intention of filing a lawsuit and clearly, with supporting documents, indicate in details  
928 (including monetary values of claims if applicable) the reasons for the lawsuit. If the total

929 monetary claims are within the limits of the county's small claim court, this lawsuit **must** be  
930 filled and processed through the county's small claim court where our business is located at  
931 the time of filling even if the work was done in a different county or State.

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

948 No cancellations, rescheduling, or omission of the project, or omission of any tasks of the  
949 project are allowed by the Customer without written permission from NERR once the E&C is  
950 signed and is binding by both parties (NERR & the Customer.) If the Customer wishes to  
951 cancel after he or she has signed the E&C, the Customer is fully obligated to pay for the  
952 labor cost of the entire projects + the costs of all parts including the costs of any special  
953 orders, if any. **Project deposits are non-refundable under any circumstances once the**  
954 **Contract is signed and is binding by both parties except** if NERR does not start the  
955 project within one (1) week (7 days) after the definite starting date indicated in the Contract  
956 without a written consent from the Customer. In this case, NERR will fully refund the deposit  
957 back to the Customer if the Customer still wishes to cancel. Any changes to the scope of  
958 work by the Customer will be addressed in a change order Contract or invoice with labor  
959 costs, part costs, and other usual fees, only if NERR agree and allow the changes. The  
960 labor rates for the change orders will be the same as the labor rates of the main/initial E&C.  
961 Similarly, if hidden problems are discovered or unanticipated complications are encountered  
962 during the project, change orders or invoices with remedial costs will be issued after

963 consulting with the Customer. **Change order Contracts must be pre-paid in full and in**  
964 **advance at the time of signing the Contract, invoice, or Change Order Contract.**

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

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

983

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

985 In case of disputes, disagreements, lawsuits, arbitration, mediation, legal actions, ...etc. by  
986 either or involved parties, the prevailing party shall have the right to collect from the losing  
987 party all its reasonable legal costs within the **laws of the State of Washington and other**  
988 **States if applicable** and necessary disbursements and attorneys' fees, mediator's fees,  
989 arbitrator's fees ("Costs") incurred in enforcing this GT&C, the E&Cs, Invoices, Change  
990 Orders, and other matters. These Costs shall also include, but not limited to, discoveries of  
991 given discounts, late fees, late payment penalties, interest on unpaid balances, filing fees,  
992 fees for serving the summons, complaint, damages done to NERR's public reputation and/or  
993 to NERR business owner's reputation, and other court papers, fees to pay a court reporter  
994 to transcribe depositions (pretrial interviews of witnesses) and in-court testimony, private  
995 investigator fees, expert testimonies fees, photocopy of court papers and exhibits, postal

996 fees, tools & equipment rentals, and if a jury is involved, to pay the daily stipend of jurors,  
997 time spent on preparing and dealing with the lawsuit at a rate of \$50/hr., ... etc. The losing  
998 party shall be held responsible for **ALL** of both parties' court costs and **ALL** other legal  
999 costs if not mentioned above.

1000 **Payments:**

1001 For big projects, at least 50% of the total amount is required on the day both parties sign a  
1002 Contract and the remaining balance is due on the last day of the project. If the Contract  
1003 includes special orders, NERR will require the Customer to pre-pay for the special orders in  
1004 addition to the 50% deposit. For all projects, small or large, the last day of the project is when  
1005 we submit to you the invoice for the remaining balance or when we verbally or in writing  
1006 announce to you that the project is completed. If the Customer fails to pay his or her invoices  
1007 or the balances of his or her Contracts **in full** as we request, the Customer instantly loses all  
1008 discounts, incentives given, workmanship guarantees & warranties, if any. A 15% APR  
1009 (compounded daily) late fee will be added to each late payment plus additional legal fees (see  
1010 **Attorneys' & Legal Fees** above) for collecting the unpaid balances. Payments are  
1011 considered late after the due time & date. If you (the Customer) have agreed to write an online  
1012 review (good or bad) according to the E&C, the Customer's review must be posted on the last  
1013 day of the project and before the Customer make his/her final balance payment (even if  
1014 balance payment is paid partially by the Customer.) In this case, the online review is  
1015 equivalent to the labor discount and volume discount or any other discounts you have  
1016 received for the project. If you fail to write & post the online review before making your final  
1017 balance payment, or change your mind about writing & posting the online review, you will  
1018 lose the labor discount and the other discounts you had received in the E&C you signed. We  
1019 do not accept promises from our Customers who want to take the discount and write & post  
1020 the review later!

1021 **Dealing with Sub-Contractors:** By no means, directly or indirectly, our Customers or  
1022 Clients are allowed to do business with our sub-contractors, in any shape or forms during  
1023 any length of time shorter than two (2) years after the last day of any projects and during  
1024 any ongoing project, without a written consent from NERR. Likewise, NERR's sub-  
1025 contractors are not allowed, directly or indirectly, or by any means to do business with  
1026 NERR's Customers & Clients, in any shape or forms during any length of time shorter than  
1027 two (2) years after the last day of any projects and during any ongoing project, without a  
1028 written consent from NERR. In case these rules are violated by our Customer and/or by our  
1029 sub-contractor, **each** violating party is fully and equally liable to pay NERR the full amount



1030 (labor & parts) of any unauthorized business conducted including all legal fees (see  
1031 **Attorneys' & Legal Fees** section above.) The total cost of an unauthorized business  
1032 conducted will be determined solely by the rates and standards of NERR regardless of the  
1033 total value of the deal between the violating parties!

1034 Customers **are not allowed** to hire other contractors to come and do work at the location  
1035 (address) where we are working without prior **written** authorization from us. If the Customer  
1036 violates this rule, then the Customer is liable to compensate NERR if we find out that some  
1037 of our tools, equipment, or supplies are missing. Also, the Customer is liable to compensate  
1038 (labor, parts, and other losses) NERR if the act of the hired contractor delays the completion  
1039 of our project or if their act slows down the progress of our project in any shape or form. The  
1040 labor rate of compensation will be the same rate we have been charging the Customer in  
1041 the ongoing Contract. The compensation amount must be paid by the Customer as soon as  
1042 we request for payment of the compensation. If the Customer refuses compensate us for  
1043 our losses, we have the right to quit and leave the jobsite. In that case, the Customer is still  
1044 liable to pay us the remainder of his/her balance in addition to our losses as indicated  
1045 above.

1046 **Homeowner Wishes to do Some of the Work:** Customers and their associates **are not**  
1047 **allowed** to do any parts of the project while we are working. If the customer wishes to do  
1048 any project related work, he/she must do all they want to do before they sign a Contract with  
1049 us. Also, Customer must not alters the project location/site after they have signed a Contract  
1050 with us. We have the right to refuse serving the Customer and cancel the Contract without  
1051 assuming any liabilities. In that case, the Customer is liable to pay us the full costs of the  
1052 project. Customer's deposits, if any, will not be refunded either. If we agree to do the project,  
1053 we will cancel the old Contract and write a new Contract based on the new condition of the  
1054 project location/site. An additional \$100 will be added to the new Contract for re-writing this  
1055 new Contract.

1056 **Other legal Issues:**

1057 If there are any issues or elements in this GT&C or in the Contracts we sign with a  
1058 Customer which are mistakenly addressed out of not knowing the laws, rules, and  
1059 regulations and not according to the laws, rules, and regulations of the land (country, state,  
1060 county, city, or district,) then what is legally correct shall prevail and be applied equally for  
1061 all involved parties.

1062 **Liability Issues:**

1063 Our maximum liability due to accidental damages to a Customer's property is limited to the  
1064 total amount of labor fee we have charged a Customer for the task we were performing  
1065 when the accident happened! For other liability issues, please read the details of our  
1066 general liability insurance policy and the details of our bond which are available at our NERR  
1067 Website, on the Home Page, under "License & Insurance" tab before signing any Contract  
1068 with us. Also, do not sign any Contract with us if you feel like our liability insurance and our  
1069 bond do not meet your particular needs or concerns. We also strongly suggest that you  
1070 consult with an insurance lawyer to make sure you understand the details of our general  
1071 liability insurance policy and our bond and their limitations and exclusions. We will not be  
1072 liable to pay anything to a Customer, anyone associated with the Customer, any  
1073 subcontractor, or supplier, in any shape or form beyond the limits of our bond or what our  
1074 liability insurance decides to pay, if any!

1075 **Contraction of Infectious Diseases:** We try to be careful, clean, and conscientious about  
1076 the health and safety of ourselves and all whom we interact with, deal with, and work with.  
1077 By no means, in any shape or form, or under any circumstances whatsoever, NERR, its  
1078 subcontractors, employees, contract workers, or suppliers assume liabilities of any kind, if a  
1079 Customer, Customers' family members and/or pets, and/or other occupants or associates of  
1080 the Customer get infected by viruses and/or bacteria of any kind by coming into contact with  
1081 us before, during, and/or after any project or business transactions.

1082 Similarly, NERR assumes no liabilities of any kind if our employees, contract workers,  
1083 subcontractors, and/or our suppliers get infected by viruses and/or bacteria of any kind by  
1084 coming into contact with us or coming into contact with the Customer for any reasons  
1085 whatsoever.

1086 **Any person or entity that wishes to work with us that may get infected by coming into**  
1087 **contact with us in any shape or form whatsoever does so at his or her own risk!**  
1088

1089 **Blogs & Posts:** Please consult with your attorney, interior designer, medical doctor,  
1090 healthcare provider, financial consultant/planner, accountant, other contractors, architect,  
1091 State or local licensing government offices/agencies, and/or other professional advisor,  
1092 etc. ... for advice concerning your particular circumstances. The information contained in  
1093 our blogs and posts is for general informational and educational purposes only and should

1094 not be construed as professional, financial, or legal advice or an expert opinion on specific  
1095 facts, issues, or circumstances. The information or opinions contained within our blogs &  
1096 posts should not be construed by any consumer and/or prospective Customer/client as an  
1097 offer to sell or the solicitation of an offer to buy any particular product or service. NERR  
1098 does not guarantee the accuracy of this information or any results and further assumes no  
1099 liability in connection with these publications, including but not limited to any suggestions  
1100 contained herein. **Any person or entity that, in any shape or form whatsoever, relies on**  
1101 **the information contained in our blogs & posts does so at his or her own risk!**  
1102

### 1103 **Availability:**

1104 It all depends on the workload we have on hand when you contact us. Generally, we can meet  
1105 you for an initial consultation a few days after you contact us, if not immediately. How readily  
1106 we can respond to emergencies depends on our availability, but we can normally  
1107 accommodate you immediately or quickly.

1108 For guaranteed repairs during the guarantee period, our availability depends on the workload  
1109 we have on hand. You must be patient until we find an adequate time frame to come and do  
1110 the repair work. Please note that most of our projects take 3 to 4 weeks to complete and we  
1111 are often fully booked for a few months ahead of time. For small guaranteed repairs, we  
1112 normally can fit your repair needs within our ongoing projects. We do most of the guaranteed  
1113 repairs during the weekends when we are not working on other projects during the weekends.

### 1114 **References:**

1115 A list of up to three (3) references will be provided to a potential Customer upon a written  
1116 request before signing a Contract with NERR. Please also read the reviews our formers  
1117 Customers have posted on Google.com, YP.com, AngiesList.com, Yelp, Better Business  
1118 Bureau (BBB.org), and other places on the internet. We will only provide references to  
1119 potential Customers who have studied our E&C and this GT&C and fully agree to them and  
1120 are potentially ready to sign them.

### 1121 **Contact Information:**

1122 David Sabet  
1123 Business Owner  
1124 Mailing Address:

1125 2305 Kildane Way, SE  
1126 Olympia, WA 98501

1127  
1128 Office Tel: 360-706-9097  
1129 Mobile Tel: 360-706-9097

1130  
1131 Normal Business Hours: **Between** 10:00 am and 7:00 pm, Mon-Fri.

1132  
1133 We are normally open 5 days a week to work on projects and occasionally serve potential  
1134 new Customers on weekends as well at our sole discretion.

1135 **24 Hour Emergency: Call 360-706-9097**

1136 Email: [ServiceNow@NewEraRemodeling.com](mailto:ServiceNow@NewEraRemodeling.com)

1137 Website: [www.NewEraRemodeling.com](http://www.NewEraRemodeling.com)

1138 **Additional Fees Before, During, and/or After the Project:**

1139 Some Typical **Minimum Labor** Charges/Fees - Some of these tasks will be done by our  
1140 licensed expert sub-contractors (Sales Taxes are included, part costs are not included!):

- 1141 • Sampling a wall for paint color matching: \$75
- 1142 • Building or installing a niche in a shower without tiling: \$450
- 1143 • Building or installing and tiling a niche in a shower: \$675
- 1144 • Replacing 1 vanity faucet: \$150
- 1145 • General Handyman work: \$100 for the 1<sup>st</sup> hour, \$50 per hour thereafter in 30 min.  
1146 increments
- 1147 • Installing seamless shower glass guard (up to 30" wide) with correcting the wall and  
1148 the threshold,: \$650
- 1149 • Replacing a rusted toilet flange: \$200
- 1150 • Replacing 1 wall light fixture above a vanity: \$100
- 1151 • Replacing an ordinary/standard toilet with a new ordinary/standard one: \$150
- 1152 • Replacing an ordinary/standard toilet with a new skirted toilet: \$200
- 1153 • Replacing a skirted toilet with a new skirted one: \$250
- 1154 • Assembling a toilet before installation: \$75

- 1155 • Replacing a wall-mounted toilet \$600 if it fits
- 1156 • Installing a bidet on a standard toilet including installing a GFCI outlet on the wall: \$550
- 1157 • Picking up 1 item from a local store on behalf of a Customer: \$75
- 1158 • Separating the ceiling color from the wall color for 1 average size room: \$100 to \$200
- 1159 • Separating 2 colors on walls in 1 average size bedroom: \$200
- 1160 • Replacing a door lock with a new same/similar lock: \$100
- 1161 • Adjusting a door's latch/catch: \$75
- 1162 • Replacing a weather stripping on a door: \$75
- 1163 • Building a small triangular bench at a corner of a shower and tiling it: \$675
- 1164 • Replacing a typical average size flat mirror with 1 framed mirror in a bathroom: \$150
- 1165 • Replacing a typical average size flat mirror located above a double sink vanity with 2
- 1166 framed mirrors in a bathroom: \$250 (wall repairs and/or painting not included!)
- 1167 • Replacing an exhaust fan with a new same size in a bathroom: \$450
- 1168 • Installing an exhaust fan with 1 switch on the wall in a bathroom: \$800
- 1169 • Installing 1 recessed ceiling light in a bathroom and connecting it to an existing wall
- 1170 switch: \$450
- 1171 • Installing 1 recessed ceiling light in a bathroom and connecting it to an independent
- 1172 new wall switch: \$650
- 1173 • Wiring & installing an electric outlet on wall without cutting the sheetrock for passing
- 1174 wires: \$175 to \$350
- 1175 • Wiring & installing an electric outlet or a wall switch by cutting the sheetrock for passing
- 1176 wires + patching the sheetrock, texturing, and painting the repaired areas only: \$400-
- 1177 \$650
- 1178 • Installing bullnose tiles or metal tile trims or PVC tile trims in shower or shower/tub
- 1179 \$250 to \$400
- 1180 • Revising a contract due to changes made by the Customer: \$100
- 1181 • Moving an outlet a few inches to a new location: \$250 to \$350
- 1182 • Moving a double gang electric switch box a few inches to a new location: \$350 to \$450
- 1183 • Installing a grab bar on tiles in a shower: \$100 each
- 1184 • Replacing towel bars, towel hooks, toilet paper holder, etc.: \$75 each
- 1185 • Installing 1 row of accent tile in a shower: \$250
- 1186 • Moving location of a wall light fixture located above a vanity: \$250
- 1187 • Fixing, texturing, and painting a wall where a mirror was removed: \$200
- 1188 • Staining an average size vanity cabinet without changing the color: \$450
- 1189 • Staining an average size vanity cabinet and changing the color: \$700

- 1190 • Painting an average size vanity cabinet without changing the color: \$175
- 1191 • Painting an average size vanity cabinet and changing the color: \$700
- 1192 • Installing a Prehung door, caulking and painting it: \$750
- 1193 • Tiling an average bathroom floor (about 40 Sf) with 12"x24" tiles: \$750
- 1194 • Replacing, caulking, and painting base boards in an average bathroom (about 40 sf in
- 1195 size): \$200
- 1196 • Installing a standard size recessed medicine cabinet: \$400
- 1197 • Installing a spa shower fixture instead of a regular simple fixture: \$450
- 1198 • Fixing, texturing, painting a wall section behind a big mirror after the big mirror was
- 1199 removed in preparation to install 2 framed mirrors: \$300
- 1200 • Painting walls & ceiling of an average size guest bathroom (1 color): \$350
- 1201 • Painting walls & ceiling of an average size master bathroom (1 color): \$600
- 1202 • Painting walls & ceiling of a small size closet (1 color): \$250
- 1203 • Painting walls & ceiling of an average size master closet (1 color): \$600 to \$900
- 1204 • Painting walls, ceiling, and shelves of an average size pantry (1 semi-gloss color):
- 1205 \$500 to \$800
- 1206 • Drywall repairs, less than 2 sf, texture & paint: wall: \$275, ceiling: \$450
- 1207 • Replacing a bathroom door with a same size pre-hung door + caulking & painting the
- 1208 door on both sides: \$650
- 1209 • Replacing an exterior entry door, including caulking & painting the jamb and the
- 1210 casings: 750
- 1211 • Texturing & painting an average guest bathroom (1 color for ceiling & walls): \$675
- 1212 • Texturing & painting an average master bathroom (1 color for ceiling & walls): \$1,200
- 1213 • Install a ½ glass wall / splash guard for a shower (parts & labor): \$1,200
- 1214 • Barn Door: Installation of a pre-finished, pre-painted, or pre-stained barn door: \$550
- 1215 • 1 Glass Shower Guard (up to 30" wide) installation without correcting the wall and the
- 1216 floor: \$350
- 1217 • Clearing a bathroom sink's drainpipes: \$250
- 1218 • Clearing a kitchen sink's drainpipes: \$350
- 1219 • Replacing a bathroom water fixture without replacing the water valves or the water
- 1220 supply hoses: \$120
- 1221 • Replacing a bathroom water fixture and replacing the water valves and the water
- 1222 supply hoses: \$200

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- Plumbing for replacing a simple shower water fixture with 1 handle and 1 shower head: \$400. This price does not include breaking the wall and fixing the wall after the plumbing work is done.
  - Plumbing for replacing a simple shower water fixture with a spa shower fixture with 1 handle and 1 shower head: \$600 or more depending on the complexity of the installation. This price does not include breaking the wall and fixing the wall after the plumbing work is done.
  - Adjusting the location of a drain in a shower after demolition: \$400
  - Adjusting the location of a drain in a shower including initial demolition: \$500

1233

## 1234 Privacy Policy

1235 You are welcomed to use our NERR internet Website(s). NERR wants you to know what  
1236 information we learn about you when you visit our Website(s), what we do with that  
1237 information and any other information you voluntarily provide us through our Website(s) or by  
1238 other means and how you can view or change the information we have. This privacy policy  
1239 describes our information collection and use practices on our Website(s). It does not apply to  
1240 information you might provide on one of our possible partners or affiliates, nor does it apply  
1241 to information you may provide to us through other forums, including offline or through  
1242 electronic mail.

1243

1244 We do not share or resell any information you provide to us. We are dedicated to ensuring  
1245 your privacy and the confidentiality of any personal information.

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### 1247 Information Collected at NERR's Website(s):

1248 There are two types of information that we can learn about you as you browse and use  
1249 NERR's Website(s.) Each type of information can be used in a different way.

1250 1. Internet-related Information - generic statistical and demographic information that we may  
1251 gather passively from visitors to the Website(s).

1252 2. Personal Information that you provide when registering, ordering online, entering a  
1253 promotion, or contacting us.

1254 **Internet-Related Information Gathered Passively:**

1255 We may collect Internet-related Information from visitors to our Website(s), including the  
1256 referring URL, your IP address, which browser you used to come to the Website(s), the  
1257 country, state or province, the pages of our Website(s) that you viewed during your visit and  
1258 any search terms entered on our Website(s), etc. for the purposes of system administration,  
1259 to gather broad demographic information, and to monitor the level of activity on our  
1260 Website(s). We may track Customers' traffic patterns throughout their online sessions,  
1261 including which pages or specific URLs a Customer views while using the Website(s). We  
1262 may use your Internet-related Information to diagnose problems with our servers and software  
1263 and to administer our Website(s). We may share aggregated statistics about pages viewed  
1264 on our Website(s), demographic information and sales and other shopping information with  
1265 third parties to enrich your visitor experience.

1266 **Actively Collected Personal Information You Provide:**

1267 If you provide information about yourself by registering at our Website(s), ordering a product,  
1268 requesting services, filling out a survey, entering a promotion (including contests,  
1269 sweepstakes, offers and rebates) or otherwise voluntarily telling us about yourself or your  
1270 activities, we will collect and use that Personal Information to respond to your request, and  
1271 for other internal business purposes, including identifying consumer preferences and  
1272 improving our products and services and the content of our Website(s). This information may  
1273 be disclosed to our staff and to third parties involved in the completion of your transaction, the  
1274 delivery of your order, requested services, or the analysis and support of your use of the  
1275 Website(s). Please note that if you provide an email address and chose to access our  
1276 Website(s) through links we send to that email account, NERR and to third-parties NERR has  
1277 Contracted with may collect personally identifiable information about your behavior, including  
1278 purchasing behavior, time spent on the Websites, and any downloaded materials. This  
1279 information will only be used for re-marketing purposes by NERR and will not be sold to any  
1280 third party. We may also contact you by email, regular mail, fax, text message, or telephone  
1281 from time to time with information about our new products and services, special offers,  
1282 upcoming events, and changes to our Website(s.) If you do not wish to be contacted by all or  
1283 any of these methods, you may let us know by sending an email message to us at



1284 [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com). Please be sure to give us your exact name and  
1285 address, and your detailed request so we can respond appropriately.

#### 1286 **How to Access or Modify Your Personal Information:**

1287 You have the right to access and modify your Personal Information if we store it at our  
1288 Website(s). If you have registered with our Website(s), you can access or modify your stored  
1289 Personal Information by accessing the "My Account" areas of the Websites, or you can access  
1290 and change your Personal Information by contacting us at  
1291 [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com). Your information will be updated within 10 business  
1292 days.

#### 1293 **Sharing Information:**

1294 If you provide us with your consent, we may share your Personal Information with our affiliates  
1295 and business partners with whom we have joint marketing arrangements. We may also give  
1296 you the opportunity, at the time that you provide us with your contact information, to have your  
1297 information shared with other third parties or posted on our Website(s) for reasons we will  
1298 describe at the time we make the request. If you do not want us to share your Personal  
1299 Information with our marketing affiliates and business partners, then please let us know by  
1300 contacting us at [UpdateNow@NewEraRemodeling.com](mailto:UpdateNow@NewEraRemodeling.com) or via mail at NERR, Website  
1301 Privacy, 2305 Kildane Way, SE, Olympia, WA 98501, or via telephone at 360-706-9097.

1302 We employ other companies to perform certain functions on our behalf, such as fulfilling  
1303 orders, delivering packages, re-marketing services and services related to the design,  
1304 maintenance and improvement of our Website(s) and our database and related systems.  
1305 These companies have access to your information. We may arrange with a payment  
1306 processing company to process your credit card related purchases. They use SSL encryption  
1307 of your credit card information. Please let us know if you wish to access this company's  
1308 Website(s) and privacy policy to read more about the security measures they employ. We  
1309 have arranged with third party providers to help us with marketing services and information  
1310 gathering. They may collect anonymous information about your visits to our Website(s), and  
1311 your interaction with our products and services. They may also use information about your  
1312 visits to this and other Web Websites to target information for goods and services. This  
1313 anonymous information is collected using a pixel tag, which is industry standard technology  
1314 used by most major web Websites. No personally identifiable information is collected or used

1315 in this process. They do not know the name, phone number, address, email address, or any  
1316 personally identifying information about the user.

1317 Regardless of whether you have provided us with consent, we will share your information with  
1318 those companies that perform certain functions on our behalf under Contract to us, and as  
1319 may be necessary to comply with applicable laws, police investigations, or in legal  
1320 proceedings where disclosure of such information is relevant and permitted by law. NERR will  
1321 also assign, sell, license, or otherwise transfer to a third party your name, address, e-mail  
1322 address, member name and any other Personal Information in connection with an  
1323 assignment, sale, joint venture, or other transfer or disposition of a portion or all of the NERR  
1324 service, or the assets, business or stock of (if any) NERR.

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1329 **Links to Other Websites:**

1330 On our Website(s), we may provide as a convenience to you links to other Websites, including  
1331 Websites operated by us, our partners, associates, or independent third parties. These links  
1332 are provided as a convenience to you. Each Website has its own privacy practices, as  
1333 described in that Website's privacy policy. Those practices may be different than the practices  
1334 described herein, and we urge you to read each Website's privacy policy carefully before you  
1335 use or submit information to that Website. Additionally, to the extent that you follow a link to  
1336 a Website operated by an independent third party, please be aware that we exercise no  
1337 authority or control over that third party, and cannot and are not responsible for any  
1338 information that you may submit at that Website.

1339 **Where We Store and How We Secure Your Personal Information:**

1340 Your Personal Information may be kept in a database held on servers kept in a physically and  
1341 technologically secure environments located outside our local business location accessed  
1342 only by authorized personnel or Contractors who are required to keep your information

1343 confidential. All transmissions of your credit card information are encrypted. We also have in  
1344 place internal procedures to confirm general company compliance with this Policy.

1345 Your information may be transferred to NERR, located in [Olympia, the State of Washington,](#)  
1346 [United States of America](#), which location may be outside of your own state and/or country,  
1347 and by providing us with your information, you are consenting to such transfer. Although we  
1348 will use all reasonable efforts to safeguard the confidentiality of any Personal Information  
1349 collected, we will not be liable for disclosure of Personal Information obtained due to errors in  
1350 transmission or the unauthorized acts of third parties.

### 1351 **Important Note to Kids:**

1352 We do not wish to obtain personal information from children under 18 who are using our  
1353 Website(s) unsupervised. Before providing us with your name, address, e-mail address or  
1354 any other personal information, be sure to ask your parents or guardian for permission.  
1355 Parents and/or guardians are responsible for supervising the activities of their children while  
1356 their children use our Website(s).

### 1357 **Username and Password:**

1358 You are responsible for maintaining the confidentiality of your username and password. You  
1359 shall be responsible for all uses of your membership, whether or not authorized by you. You  
1360 agree to immediately notify NERR of any unauthorized use of your username or password.

### 1361 **Cookies:**

1362 Like many other commercial Websites, we may utilize a standard technology called a "cookie"  
1363 to collect information about how our Website(s) is/are used. A cookie is a small data text file,  
1364 which a Website stores on your computer's hard drive (if your Web browser permits) that can  
1365 later be retrieved to identify you to us. Cookies were designed to help a Website recognize a  
1366 user's browser as a previous visitor and thus save and remember any preferences that may  
1367 have been set while the user was browsing the Website. A cookie cannot be read by a  
1368 Website other than the one that set the cookie. Cookies can track that you are authenticated  
1369 to the Website, personalize home pages, identify which parts of a Website may have been  
1370 visited or keep track of selections, such as those selected in a "shopping cart." Our cookies  
1371 may collect your domain name and track your selections through our Website(s). A cookie  
1372 cannot retrieve any other data from your hard drive, pass on a computer virus, or capture your

1373 e-mail address. The cookies make your use of the Websites easier, make the Websites run  
1374 more smoothly and help us to maintain secure Website.

1375 To make a purchase at the NERR Online Store (if there is one,) you need to have all cookies  
1376 enabled. Cookies are tiny text files stored on your computer when you visit certain web pages.  
1377 We use cookies to keep track of what you have in your basket and to remember you when  
1378 you return to our stores. Cookies cannot harm your computer and do not contain any personal  
1379 or private information. For information about how to disable cookies, please consult your web  
1380 browser's help menu or seek help elsewhere.

1381 **We reserve the right to change or update this GT&C at any time we wish. We will send**  
1382 **an e-mail message to previously registered visitors and inform them of the update. We**  
1383 **also reserve the right to change or update our GT&C again before we sign a Contract**  
1384 **with a Customer even if we have already given the Customer a copy of our older version**  
1385 **of the GT&C. In this case, the updated version automatically voids the older versions!!!**

1386 **What to Do If You Have Questions or Concerns about Your Information, or If You**  
1387 **Need to Contact Us:**

1388 If you are a registered user of our Website(s), and If you need information or have any  
1389 questions or concerns about this Privacy Policy or our use of your Personal Information, or  
1390 wish to review all of your Personal Information, you may contact our Director of E-  
1391 Commerce Solutions & Data via e-mail at [contactus@neweraremodeling.com](mailto:contactus@neweraremodeling.com).

1392 In order to facilitate the transfer of data between the United States Of America (USA) and  
1393 European Union (EU) countries, the USA and the EU have entered into a "safe harbor  
1394 program," under which data can be transferred from the EU to participating non-EU  
1395 companies. The program has a set of seven principles, to which NERR complies with  
1396 respect to the data collected and used as described in this Privacy Policy. As part of that  
1397 program, while we strive to respond to your concerns, we recognize that we may not always  
1398 answer all of your questions, and as such if you are an EU resident, we will participate with  
1399 the Data Protection Authority in the country in which you reside. Thus, to the extent that you  
1400 feel that your questions have not been answered, and you are a resident of an EU Member  
1401 country, you should feel free to contact the Data Protection Authority of the country in which  
1402 you reside.

1403 **Call Monitoring and Recording, Conversation Recording, Privacy Statement:**

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1404 As part of our commitment to providing the best possible service, NERR may monitor and  
1405 record phone calls answered by NERR or by its hired answering service company and  
1406 made by NERR or by its hired answering service company. NERR may also archive  
1407 recorded voice mail messages. NERR records calls for training purposes, to improve  
1408 Customer service, and to ensure an accurate record of Client/Customer calls, which may be  
1409 needed to support transactions that take place over the phone or by voice mail messages.  
1410 This allows NERR to identify how NERR can better serve its Customers and/or clients.  
1411 Within the law, NERR may also record conversations with current Customers, former  
1412 Customers, subcontractors, suppliers, or potential Customers for future reference.

## 1413 Legal Notice

1414 **Intellectual Property:** Unless otherwise noted, product or service names, designs, logos,  
1415 titles, text, images, audio, and video within our Website(s) and within our internet profiles  
1416 are the trademarks, service marks, trade names, copyrights, or other property of **NERR**  
1417 ("**NERR's** Intellectual Property.") All other unregistered and registered trademarks are the  
1418 property of their respective owners. Nothing contained on our Website(s) or our internet  
1419 profiles should be construed as granting, by implication, stopple, or otherwise, any license  
1420 or right to use any of **NERR's** Intellectual Property displayed on our Website(s) and internet  
1421 profiles without the written permission of **NERR**.

1422 **Emails & Text Messages:** Although e-mail & text messages and all attachments, if any, are  
1423 believed to be free of any virus or other defect that might affect any computer system into  
1424 which it is received and opened, it is the responsibility of the recipient to ensure that it is  
1425 virus-free before opening it and we bear no responsibility for any loss or damage arising in  
1426 any way from its use.

1427 **Use of Our Website(s) and NERR's Internet Profiles:** **NERR** maintains our Website(s)  
1428 and its internet profiles for your personal entertainment, information, education, use, and  
1429 communication. Please feel free to browse our Website(s) and our internet profiles. You  
1430 may download material displayed on our Website(s) or internet profiles for non-commercial  
1431 or personal use only provided you also retain all copyright and other proprietary notices  
1432 contained on the materials. You may not, however, distribute, modify, transmit, reuse, copy,  
1433 re-post, or use the content of our Website(s) and internet profiles for public or commercial  
1434 purposes, including the text, images, audio, and video without NERR's written permission.

1435 Changes periodically are made to the information contained in our Website(s) and internet  
1436 profiles.

1437 While NERR makes every effort to post accurate and reliable information, it does not guarantee or  
1438 warrant that the information on its websites or its internet profiles are complete, accurate, or up to  
1439 date. Any person or entity that relies on any information obtained from these sites does so at his or  
1440 her own sole risk.

1441  
1442 NERR assumes no responsibility for the use or application of any blogs or posted materials. Our  
1443 website and internet profiles are intended solely for the purpose of electronically providing the public  
1444 with general business-related information and convenient access to information resources.

1445  
1446 NERR assumes no responsibility for any error, omissions, inaccuracies, or other discrepancies  
1447 between the electronic and printed versions of documents.

1448 *When reading and using information contained in ours Website(s) or contained in our internet*  
1449 *profiles, please consult with your attorney, financial consultant/planner, accountant, other*  
1450 *contractors, architect, State or local licensing government offices/agencies, tax advisor, and/or*  
1451 *other professionals for advice concerning your particular circumstances. The information*  
1452 *contained in our Website(s) and internet profiles are for general informational and casual*  
1453 *educational purposes only and should not be construed as professional, tax, financial or legal*  
1454 *advice or a legal or professional opinion on specific facts or circumstances. The information or*  
1455 *opinions contained at the above-mentioned sites should not be construed by any consumer,*  
1456 *potential Customer, Customer, and/or prospective client as an offer to sell or the solicitation of an*  
1457 *offer to buy any particular product or service. NERR does not guarantee the accuracy of this*  
1458 *information or any results and further assumes no liability in connection with these publications &*  
1459 *claims, including but not limited to any suggestions contained within them.*

1460  
  
1461 **No Warranties; Limitation of Liability:** OUR WEBSITE(S) AND INTERNET PROFILES  
1462 ARE PROVIDED "AS IS" WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND,  
1463 EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED  
1464 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR  
1465 NON-INFRINGEMENT. **NERR** also assumes no responsibility, and shall not be liable for  
1466 any such damages to or viruses that may infect, your computer equipment, software, data or  
1467 other property on account of your access to, use of, or browsing in our Website(s), internet

1468 profiles, or your downloading of any materials, data, text, images, video or audio from our  
1469 Website(s), internet profiles, or any linked Websites.

1470 In no event shall **NERR**, its employees, agents, officers, shareholders, or owners, or any  
1471 other party, involved in creating, producing, maintaining or delivering our Website(s),  
1472 internet profiles, or any of their affiliates, or the officers, directors, employees, shareholders,  
1473 or agents of each of them, be liable for any damages of any kind, including without limitation  
1474 any direct, special, incidental, indirect, exemplary, punitive or consequential damages,  
1475 whether or not advised of the possibility of such damages, and on any theory of liability  
1476 whatsoever, arising out of or in connection with the use or performance of, or your browsing  
1477 in, or your links to other Websites from our Website(s) or internet profiles.

1478 **Unaffiliated Products and Websites:** Descriptions of, or references to, products, services,  
1479 publications, or Websites not owned by **NERR** or its affiliates do not imply endorsement of  
1480 those product, publications, service, or Websites. **NERR** has not reviewed all material linked  
1481 to our Website(s) and internet profiles and is not responsible for the content of any such  
1482 material. Your linking to any other Websites is at your own risk.

1483 **Communications with our Website(s):** You are prohibited from posting or transmitting any  
1484 unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory,  
1485 pornographic, or profane material or any material that could constitute or encourage  
1486 conduct that would be considered a criminal offense, give rise to civil liability, or otherwise  
1487 violate any law. **NERR** will fully cooperate with any law enforcement authorities or court  
1488 order requesting or directing **NERR** to disclose the identity of or help identify or locate  
1489 anyone posting any such information or materials.

1490 Any communication or material you transmit to our Website(s) or our internet profiles by e-  
1491 mail or otherwise, including any data, questions, comments, reviews, suggestions, or the  
1492 like is, and will be treated as, non-confidential and non-proprietary. **NERR** cannot prevent  
1493 the "harvesting" of information from our Website(s) or internet profiles, and you may be  
1494 contacted by **NERR** or unrelated third parties, by e-mail or otherwise, within or outside of  
1495 our Website(s) or internet profiles. Anything you transmit may be edited by or may not be  
1496 posted to our Website(s) or internet profiles at the sole discretion of **NERR**; and may be  
1497 used by **NERR** or its affiliates for any purpose, including, but not limited to, reproduction,  
1498 disclosure, transmission, publication, broadcast and posting. Furthermore, **NERR** is free to  
1499 use any ideas, concepts, know-how, or techniques contained in any communication you  
1500 send to our Website(s) or internet profiles for any purpose whatsoever including, but not

1501 limited to, developing, manufacturing, and marketing products or services using such  
1502 information.

1503 Although **NERR** may from time to time monitor or review discussion, chats, postings,  
1504 transmissions, bulletin boards, and the like on our Website(s) or internet profiles, **NERR** is  
1505 under no obligation to do so and assumes no responsibility or liability arising from the  
1506 content of any such locations nor for any error, defamation, libel, slander, omission,  
1507 falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any  
1508 information within such locations on our Website(s) or internet profiles. **NERR** assumes no  
1509 responsibility or liability for any actions or communications by you or any unrelated third  
1510 party within or outside of our Website(s) or internet profiles.

1511 **United States Governing Law:** NERR LLC's Website(s) and internet profiles were  
1512 developed in the United States of America in accordance with and shall be governed by,  
1513 and your browsing in and use of our Website(s) and internet profiles shall be deemed  
1514 acceptance of, the laws of the **State of Washington**, United States of America.  
1515 Notwithstanding the foregoing, our Website(s) and internet profiles may be viewed in other  
1516 parts of America or internationally and may contain references to products or services not  
1517 available in all countries or regions. References to a particular product or service do not  
1518 imply that **NERR** intends to make such products or services available in such countries or  
1519 regions.

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Department of Labor and Industries  
Contractor Registration



**Example of  
Disclosure Statement  
Notice to Customers**

1537

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Business Name: New Era Remodeling & Repairs, LLC

1542

1543

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1546

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

1547

1548

1549

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

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

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

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

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

**YOUR PROPERTY MAY BE LIENED.**

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

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

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

I have received a copy of this disclosure statement.

  X    
Signature of Customer

  X    
Date Signed

Print Full Names:   X

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1587 The Contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years  
1588 and produce a signed or electronic signature copy of the disclosure statement to the department upon request.

1589 For more information, please refer to [RCW 18.27.114](#)

1590 F625-030-000 Disclosure Statement Notice to Customer 12-2015

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### Example of

## CONSTRUCTION LIEN NOTICE TO OWNER

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

1610  
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To: \_\_\_\_\_ Customer's name \_\_\_\_\_ Date: dd/mm/20yy

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

(Description of property: street address or general location)

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

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

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

1621 **THIS IS NOT A LIEN:** This notice is sent to you to tell you who is providing professional services,  
1622 materials, or equipment for the improvement of your property and to advise you of the rights of  
1623 these persons and your responsibilities. Also take notice that laborers on your project may claim a  
1624 lien without sending you a notice.

1625 **OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY**

1626 Under Washington law, those who furnish labor, professional services, materials, or equipment for  
1627 the repair, remodel, or alteration of you owner-occupied principal residence and who are not paid,  
1628 have a right to enforce their claim for payment against your property. This claim is known as a  
1629 construction lien. The law limits the amount that a lien claimant can claim against your property.  
1630 Claims may only be made against that portion of the Contract price you have not yet paid to your  
1631 prime Contractor as of the time this notice was given to you or three days after this notice was  
1632 mailed to you. Review page 2 of this notice for more information and ways to avoid lien claims.

1633 **COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY**

1634 We have or will be providing professional services, materials, or equipment for the improvement of  
1635 your commercial or new residential project. In the event you or your Contractors fail to pay us, we  
1636 may file a lien against your property. A lien may be claimed for all professional services, materials,  
1637 or equipment furnished after a date that is sixty days before this notice was given to you or mailed  
1638 to you, unless the improvement to you property is the construction of a new single-family residence,  
1639 then ten days before this notice was given to you or mailed to you.

1640 Sender: \_\_\_\_\_

1641 Address: \_\_\_\_\_

1642 Telephone: \_\_\_\_\_

1643 Brief description of professional services, materials, or equipment provided or to be provided: \_\_\_\_\_

1644 \_\_\_\_\_

1645 **Important Information for your Protection**

1646 • This notice is sent to inform you that we have or will provide professional services,  
1647 materials or equipment for the repair, remodel, or alteration of your property. We expect  
1648 to be paid by the person who ordered our services, but if we are not paid, we have the  
1649 right to enforce our claim by filing a construction lien against your property.

1650 • **LEARN** more about the lien laws and the meaning of this notice by discussing them  
1651 with our Contractor, suppliers, Department of Labor and Industries, the firm sending  
1652 you this notice, your lender, or your attorney.

1653 • **COMMON METHODS TO AVOID CONSTRUCTION LIENS:** There are several  
1654 methods available to protect your property from construction liens. The following are  
1655 two of the more commonly used methods.

1656 • **DUAL PAYCHECKS** (Joint Checks): When paying your Contractor for services or  
1657 materials, you may make checks payable jointly to the Contractor and the firms  
1658  
1659  
1660

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1661 furnishing you this notice.

1662

1663

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

1666

1667

- You should take appropriate steps to protect your property from liens.

1668

1669

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

1671

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

1672

1673

Customer's Signature:   X   Date:   X  

1674

1675

Print Full Names:   X  

1676

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

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

1686

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

1687

1688

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

1689

1690

1691

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

1692

Customer's full address

1693

1694

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.

1695

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

1700

1701

New Era Remodeling & Repairs, LLC X \$ ??,???

1702

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1703 Company Name Authorized Signature Amount Received

1704

1705 David Sabet Business Owner dd/mm/20yy

1706 Print Name of Person Signing Release Title Date

1707

1708 This is a  Contractor,  Subcontractor,  Supplier

1709 Indicate all that apply with checkmark(s)

1710

1711 N/A \$

1712 Company Name Authorized Signature Amount Received

1713

1714 Print Name of Person Signing Release Title Date

1715

1716 This is a  Contractor,  Subcontractor,  Supplier

1717 Indicate all that apply with checkmark(s)

1718

1719 I have received a copy of this Lien Release Form.

1720

1721 (Signature of Customer) Date Signed

1722

1723 Full Customer's Names (Print)

1724

1725 This Lien Release form is provided as required under RCW 60.04.250.

1726

1727 F625-029-000 Release of lien form 04-2012

**NOTICE TO BE POSTED BY PRIME CONTRACTOR**

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

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

1731

**Jobsite Information:**

1732 Single Family Home

1733 Owner's/Customer's Name: \_\_\_\_\_

1734 Address: \_\_\_\_\_

1735 Tel: \_\_\_\_\_

1736

**Contractor's Information:**

1737 New Era Remodeling & Repairs, LLC

1738 2305 Kildane Way, SE

1739 Olympia, WA 98501

1740 Tel: 360-706-9097

1743 UBI #: 604502342; Contractor's License #: NEWERER818OP

1744

1745 **Surety Bond:**

1746 **Bond Type:** Continuous Contractor's Bond

1747 **Agency:** SuretyBonds.com

1748 **Bond Number:** 64787115

1749 **State:** Washington

1750 **Bond Amount:** \$12,000.00

1751 **Term Dates:** 9/6/2021 - 10/6/2025

1752 **Tel:** 1 (800) 308-4358 • Mon-Fri 7am-7pm CST

1753 **Fax:** (573)303-0131

1754 **3514 Interstate 70 Drive SE, Ste 102 • Columbia, MO 65201**

1755 **Email:** [CustomerCare@SuretyBonds.com](mailto:CustomerCare@SuretyBonds.com)

1756

1757

1758 **\*\*\* SAFETY NOTICE TO ALL CUSTOMER \*\*\***

1759

1760 **DATE:**     dd/mm/20yy    

1761

1762 **YOUR SAFETY AND OUR SAFETY ARE VERY IMPORTANT TO US.**

1763

1764 **PLEASE BE CAREFUL AS YOU WALK THROUGH THE WORK AREAS AND THROUGH OTHER PLACES WHERE**  
1765 **THERE ARE DROP CLOTH/FLOOR COVERINGS, OUR TOOLS, SUPPLIES, AND EQUIPMENT, ... ETC. PLEASE NOTE**  
1766 **THAT DROP CLOTH ON HARD SURFACES ARE VERY SLIPPERY - WALK ON THEM WITH CAUTION!**

1767

1768 **COVID-19 PANDEMIC OR OTHER DISEASES:** PLEASE KEEP A MINIMUM OF 6 FT. DISTANCE FROM US WHEN  
1769 **YOU INTERACT WITH US DURING THE PROJECT. ALSO, FEEL FREE TO WEAR A FACE MASK AND GLOVES, IF**  
1770 **YOU WISH, FOR YOUR PROTECTION AND OUR PROTECTION WHEN YOU COME TO THE WORK AREAS WHERE**  
1771 **WE ARE WORKING REGARDLESS OF WHETHER OR NOT YOU ARE VACCINATED AGAINST COVID-19 OR OTHER**  
1772 **DISEASES. WE MAY NOT WEAR FACE MASKS OR GLOVES DURING THE ENTIRE LENGTH OF THIS PROJECT. WE**  
1773 **ARE FULLY VACCINATED AGAINST COVID-19 AND HAVE HAD OUR BOOSTER SHOT TOO!**

1774

Revised and Updated – Effective as of 12:01 a.m. on June 01, 2020.

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1775 WE DO NOT ASSUME ANY LIABILITIES AND WILL NOT BE LIABLE FOR ANY REASONS OR BY ANY MEANS  
1776 WHATSOEVER IF YOU BELIEVE YOU AND/OR ANY OCCUPANTS OF YOUR HOUSE/FACILITY HAVE CONTRACTED  
1777 ANY DISEASE(S) FROM US FROM THE 1<sup>ST</sup> DAY WE MEET UNTIL AFTER THE PROJECT IS OVER.  
1778

1779 PLEASE LET US KNOW **IN WRITING** IF YOU FEEL LIKE ANYTHING POSES A HAZARD TO YOU AND/OR TO OTHER  
1780 OCCUPANTS OF THIS HOUSE/FACILITY SO WE CAN TRY TO MAKE IT SAFER FOR ALL OF YOU.  
1781

1782 THANKS,  
1783 DAVID SABET, BUSINESS OWNER  
1784 NEW ERA REMODELING & REPAIRS, LLC  
1785

1786 I, THE CUSTOMER, HAVE RECEIVED THIS NOTICE, HAVE READ IT, UNDERSTAND IT, AND FULLY AGREE TO IT AS  
1787 IT IS WITHOUT ANY RESERVATIONS.  
1788

1789 X \_\_\_\_\_  
1790 Customer's Signature

Date: \_\_\_\_\_

1791

1792

1793

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