

# 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), refer to you, as a “Customer” of the service. A “Customer” is anyone who has, in any way, retained New Era Remodeling & Repairs, LLC to provide them with real estate property improvement services or home improvement services. We, us, my, mine, I, ours, NERR, NERR’s representative(s), NERR’s business owner(s), NERR’s employees, NERR’s workers, NERR’s sub-contractors, and/or our refer to “NERR” and its subsidiaries.
- **Website(s):** is the NERR’s internet Website(s) ([www.NewEraRemodeling.com](http://www.NewEraRemodeling.com))
- **NERR’s Internet Profiles:** are any profiles we have on the internet at sites such as Google, Yahoo, Bing, Yelp, BBB, AngelList, Facebook, Twitter, ... etc.
- **Jobsite:** is a location at a specific address where we provide service to our Customers.

- **Contract or Estimate:** is the Estimate & Contract (**E&C**), Change Order Contract, Estimate, or Invoice (collectively called Contracts) we sign with a Customer. Each of these documents is considered an independent Contract and independent project. A Contract is a legal agreement between NERR and the Customer.
- **Dispose of it:** means it is trash – get rid of it by putting it in the Customer's trashcan (onsite) or take it to the county disposal facility or other disposal places (offsite) as trash.
- **Words of Authority:** “**May**” means “has discretion to,” “has a right to,” or “is permitted to.” and “**Must**” means “is required to.”
- **Binding Contract:** The Contract is only binding if it has been signed by the Customer & NERR's representative and the deposit or full payment if required in the Contract, has already been received by NERR.
- **Guarantee and Warranty:** The warranty is for products and parts and the guarantee is for workmanship. We never give a warranty to any customers because we do not manufacture the products or the parts we purchase and use for or for a project.
- **Limited Workmanship Guarantee and Comprehensive Workmanship Guarantee:** In a Limited Workmanship Guarantee, we will do only 1-repair in 1-trip if requested. In a Comprehensive Workmanship Guarantee, we will do multiple repairs in multiple trips if requested as stated in the Contract we have signed with a Customer. Please see details of our “Workmanship Guarantee” on the following pages.
- **Standard toilet:** Is any normal average toilet found in most houses in the U.S.A.

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

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

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

## What We Can Do for You:

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

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



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 can also buy some of the  
96 needed materials or parts if you decide to save money by not paying us for shopping time or  
97 markup on the materials you want. In that case, we may suggest, upon your request, what  
98 materials, and quantities of /materials/parts, to buy and help you make a shopping list.  
99 However, you will be fully responsible for getting the right materials and the right quantities  
100 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 get many small  
107 to medium-sized tasks done. The disadvantage is that you do not have a firm price upfront,  
108 but rather an approximate time frame for the completion of your overall project. You may not  
109 be asked for an advance deposit for small-sized jobs that do not contain specialty-ordered  
110 items. 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 there is no extra markup to  
116 cover contingencies, and you will not be charged more than the highest price. The

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

#### **Bid or Fixed Quote:**

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

#### **Price Not to Exceed:**

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

#### **Hidden Damages or Hidden Problems:**

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

**WE ARE ASSUMING THAT ALL YOUR PLUMBING PIPES AND DRAINS ARE MADE OF, COPPER, PEX, ABS, OR PVC. PLEASE NOTE THAT IF WE DISCOVER ANY CAST-IRON PIPES & DRAINS, GALVANIZED STEEL PIPES & DRAINS DURING THE PROJECT,**

**SIGNIFICANT ADDITIONAL LABOR FEES AND PART COSTS WILL BE REQUIRED TO DEAL WITH THEM!!!**

**Price Increase Due to Inflation:**

We normally give a potential Customer 7 to 30 calendar days to decide if they want to hire us for their project after we submit a bid or a Contract to them. If the cost of living goes up due to inflation, we have the right to increase the project's total cost accordingly after the above-mentioned 7 to 30 calendar days.

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

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

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



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

You will be charged for any day or number of hours you don't allow us to work for any reason during the project; or, when we are ready to start your project. The charge will be \$50 per hour or \$400 per day. A day's work is 8 hours.

**Scheduling:** The time frame we indicate in the E&C, invoices, Change Orders, Additional Work Contracts, ...etc. to complete a project is an approximate time frame that may also include additional days in case hidden problems are discovered and/or additional work is requested by the Customer. The time frame has nothing to do with the money we charge a Customer. The money we charge a Customer is for the tasks and the material costs of the project. We often finish the project sooner than the time frame we indicate in a contract if no additional work is requested by the Customer or if no hidden problems are discovered. A project's “start date” and “completion date” are tentative dates. We will keep the waiting customers informed as we get closer to completing the ongoing projects. This means that we may start your project a few days sooner or later than the tentative date. **Please buy all the items/parts you must provide for your project as quickly as possible in case we decide to start your project sooner.** Customers are not allowed to postpone the “Start Date” or the “Tentative Date” of the project without our written agreement. If the Customer violates this rule, they must compensate us (minimum of \$400/per day, \$50/hour) for any days or hours we are not allowed to work after the Tentative Date, Start Date, or during the project. In this case, we also have the right to cancel the project and refuse to serve the Customer without assuming any liabilities whatsoever! **Deposits will not be refunded.** The Customer will be still liable to pay for the full amount of the Contract immediately!

210 **Service Call Fee:**

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

215 For after-hours, emergencies, or urgent service calls, the fee will be a minimum of \$150 in  
216 most cases if we drive less than 15 minutes to get to your site. For longer drives, we normally  
217 add \$50 for every additional 15 minutes of driving. However, we will not charge more than  
218 \$250 in total for driving time. These fees cover only the driving time. Additionally, you will be  
219 charged our special labor fee (much higher than our regular labor fee) plus material & part  
220 costs for whatever you will be asking us to do.

221 **Labor Fees:**

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

236 **Sales Tax:**

237 If the E&C, the Change Orders, and/or the Invoices do not specifically show the amount of  
238 sales taxes, or if sales taxes are omitted by mistake, then you MUST assume that all labor  
239 fees & part costs on these documents already include local sales taxes!



## Setup & Clean Up and Trip Charge Fees:

We normally charge a minimum of \$100 trip charge + labor fee per hour + our material & part costs to go to a Customer's house to do a job or a project no matter how small the job or the project is. The setup & clean up normally include mobilizing our tools & equipment, shopping for parts, cost of covering the floors with drop-cloth, cost of covering furniture and other items with plastic, cleaning, sweeping, or vacuuming the floors at our discretion during the project, and after the repairs are done at the end of the project. It may also include managing the trash, if any.

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

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



3. As work progresses, we will keep you updated. If we discover any hidden problems or damage or any unanticipated circumstances that require additional work, we will discuss them with you, price them, and together, we will schedule changes in a work order.

- 261 4. You are always welcome to contact us by phone, via cell phone text messaging, or by  
262 email if you wish to communicate with us regarding the ongoing project or the projects  
263 we have completed for you in the past - we will get back to you as soon as we can.  
264
- 265 5. We encourage you to give us feedback on the project and our performance daily and  
266 once the job is complete. You can do that by email, letters, online reviews, text  
267 messaging, or other written means you wish.  
268

### 269 Other issues:

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

279 **Estimate & Contracts, Invoices, Change Orders (collectively called Contracts):** Before  
280 signing any Contracts, the Customer **must** read the Contract's details and this GT&C in full  
281 detail and ask for clarifications if they do not understand any parts of them, and **in writing**,  
282 request changes to be made if they do not agree to any issues. If we agree to the requested  
283 changes, then we will make the changes before asking the Customer to sign the Contract.  
284 This GT&C is a part of every Contract we sign with a Customer. The Customer must also read  
285 the scope of work listed on the Contracts and ask us for corrections if they find errors or  
286 omissions before signing the Contracts. If errors or omissions are detected after the Contracts  
287 are signed, then the most stringent case that is to NERR's advantage shall prevail! If we  
288 mutually agree that the Contract needs to be rewritten and signed again, then we will make  
289 the corrections and price the project correctly as well if necessary. A Contract number is  
290 normally the date when the Contract was issued/written. For example, 2025-0307-JDO,  
291 indicates that the Contract was issued on March 07, 2025, and the "JDO" is extracted from  
292 the Customer's name "John Doe."

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

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

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

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

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

330 **Surety Bond:** Our surety bond currently covers up to \$30,000. The Customer agrees that,  
331 under no circumstances, but within the applicable Federal & State laws and local rules &  
332 regulations, and the terms & conditions of the surety bond, whichever is more appropriate,  
333 the Customer will not ask for more than a **total** of \$30,000 including ALL attorney's and other  
334 legal fees and costs FOR ALL INVOLVED PARTIES INCLUDING THE SURETY BOND  
335 COMPANY, collection fees, court costs, paperwork, expert testimonies, damages claimed,  
336 out of pocket expenses, ... etc.) if the size of their project IN OUT CONTRACT is more than  
337 \$30,000 and if they also find NERR at fault for any good reasons. In addition, and similarly,  
338 the Customer agrees that the Customer will not ask for more than the **Total Cost** (labor +  
339 parts provided by NERR only minus the attorney's fees and other legal fees and costs as  
340 stated above) of the project if the **Total Cost** of the project is less than \$30,000). Our bond  
341 company will require a court judgment against NERR, LLC before they pay any complaining  
342 Customer.

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

- 352 1. [Disclosure Statement Notice to Customer](#)
- 353 2. [Construction Lien Notice to Owner](#)
- 354 3. [Lien Release Form](#)
- 355 4. [Notice to Be Posted by Prime Contractor](#)
- 356 5. [Safety Notice to Customer](#)

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

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

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

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



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

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

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

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

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

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

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

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

additional trips (**minimum of \$100 per daily trip + a minimum fee of \$400 for remobilizing our tools & equipment and supplies each time**) to a Customer's job site if we cannot finish a project due to lack of parts the Customer was supposed to provide. **The \$100 fee must be paid by the Customer daily. The minimum \$400 fee must also be paid before we come back.** NERR has the right to inspect the parts the Customer has purchased for their project before the first day of the project. If NERR finds that the parts the Customer has bought for their project are inadequate, wrong, from overseas countries which we may not be familiar with or may not be according to American standards, or unacceptable to NERR for any reason, NERR has the right to delay the start of the project, refuse to do the project, or reschedule the Customer's project after NERR completes subsequent scheduled projects for other Customers who are waiting "in-line" to be served by NERR. In these cases, NERR has the right to charge the Customer extra fees to restart the project later. **The deposit(s) the Customer has paid us will not be refunded under these or any circumstances whatsoever! We also strongly suggest that you preferably buy the parts from the local stores so the returns & exchanges will be easy and speedy.**

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

**Defective Products & Parts:** We sometimes find out that a product or part that we purchased from stores and installed or used or the Customer purchased for a project turns out to be defective and fails after a while. NERR is not liable in any shape or form for the damage these defective products may cause to the Customer and/or other occupants of the property or the Customer's property. NERR never gives a product warranty to a Customer under any circumstances because we do not manufacture or make these products. Manufacturers are liable for product warranties. We strongly suggest that Customers keep their receipts or proof of purchases so they can deal with the sellers and the manufacturers directly without getting us involved. If the defective parts or products are purchased by NERR, then we will deal with the manufacturer on liability issues ourselves without assuming any liabilities for the defective parts. There are a lot of poorly manufactured products on the market these days. **If we install a product that has been purchased by the customer and then find out that is defective, we have the right to charge the customer additional fees for removing the defective product and installing a new one once the customer gets a new replacement. We will not be liable for any**

498 damage to the occupants of the property or the property due to defective products or parts  
499 used in a project in any shape or form whatsoever regardless of who bought them!

500 **Binding Contract:** Our signatures on the Contract indicate that all involved parties agree to  
501 all terms and conditions of the Contract and this GT&C. Once the Contract is signed, the  
502 previous versions of the Estimate & Contracts, if any, for that particular project is immediately  
503 voided. By signing the Contract, all parties also agree to this GT&C which is also available at  
504 our website at [www.neweraremodeling.com](http://www.neweraremodeling.com). Please note that NERR revises and updates the  
505 GT&C regularly. So, please download or print our GT&C immediately and save it when you  
506 sign a contract with us if we have not given you a printed copy or an electronic copy already.  
507 The tab link for this GT&C is at the top of the Home page of our website under “Terms &  
508 Conditions”. Please make sure to read it fully and carefully and let us know, in writing, if you  
509 have any questions, need clarifications, or need written modifications before you sign the  
510 Contract. In writing, please let us know if you have any difficulties finding this GT&C on our  
511 website or if you have difficulties printing it so we can help you get a printed copy. Please  
512 print and attach a copy of this GT&C to the E&C, Change Order(s), invoices, quotes, ...etc.  
513 you sign with us for future reference. The Contract is not valid if it is not signed and dated by  
514 both the Customer and NERR. In addition, the Contract is not valid (not binding) either until  
515 the deposit or the full payment, if required, is received by NERR's business owner even if the  
516 Contract is signed by both the Customer & NERR. We (NERR) have the right to cancel any  
517 signed contracts or verbal agreements if we experience any difficulties with the Customer  
518 before or during any projects without assuming any liabilities whatsoever!!!

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

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

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

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

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



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

**Suggestions or Referrals:** The Customer is ultimately and fully responsible for all the decisions they make about the parts, styles, methods, designs, quantities, qualities, prices,... etc. they agree to buy for their project. If asked by the Customer, we may make some suggestions to them or refer them to some contractors, vendors, or shops as to what they can buy before the start of a project, during a project, or even after the project is completed. We never force a Customer to accept our suggestions, referrals, or proposals for parts or otherwise under any circumstances! We will not be responsible, in any shapes or forms whatsoever, if the Customer buys something we have suggested and turns out to be not good, of poor quality, too difficult to install, inappropriate, not available, or defective!!! Similarly, we will not be responsible, in any shape or form whatsoever, if the Customer encounters unpleasant experiences with contractors or sellers we have suggested or referred to them!

**Tiles & Tile Sizes:** Due to uneven, crooked, wavy, skewed, unplumbed, non-90-degree angles between walls, non-90-degree angles between walls & ceiling, non-90-degree angles between walls and floor, non-flat walls, non-flat ceiling, crocket studs, unplumbed studs,... etc.; the grout lines between some of the tiles will not come out perfectly rectangular or as expected by the Customer. Similarly, for the same reasons, the edges of some tiles will not come evenly flush together. In these cases, it is almost impossible to avoid these cosmetic problems. Under no circumstances or conditions, do we guarantee or promise that we can do a perfect job to the Customer's satisfaction. **We advise picky people with obsessive compulsive disorder (OCD) or perfectionist customers not to hire us and seek help elsewhere!**

We cannot install tiles larger than 12"x24" for anyone as our tile cutter machine cannot handle larger tiles than this. If you insist on getting tiles larger than 12"x24", we must rent a tile-cutting machine which may cost a minimum of \$95 per day for your project. **NERR must be paid by the Customer this total rental fee ahead of time before we rent the tile cutter machine, or they can rent it themselves and provide the machine to us. In this case, we will not be responsible for breakage or damage to the tile cutter while we use it during the project either.**

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

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

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

613 **House/Facility Key & Security:** We normally do not accept taking a house/facility key from  
614 a Customer if the Customer cannot be at the job site during a project. We instead can take a  
615 garage door opener or accept a door lock code. We strongly suggest that the Customer  
616 change the code as soon as we finish the project. Under no circumstances we will take  
617 responsibility for the safety and security of the job site when the Customer cannot be there  
618 during the project. We will, however, make sure the doors we will be using are locked when  
619 we leave the job site at the end of each working day. If the Customer insists on giving us their  
620 house/facility key, then we strongly suggest that the Customer change the house/facility key  
621 immediately after we complete the project. In this case, NERR, NERR owners & employees,  
622 workers, and sub-contractors will not be held responsible by the Customer in any shape or  
623 form or for any reason whatsoever for theft, robberies, or any illegal acts committed against  
624 the house/facility, belongings of the Customer, or occupants of the house/facility.

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

**Measurements, Quantities, Dimensions, Materials, Parts, Prices, Scope of Work, Project Duration, etc.:** All these items are estimated in the Contracts and approximate. All costs are estimated and are the minimum costs for each project. Actual materials & parts and quantities to be used may be modified by NERR before or during the project after the Contracts are signed at NERR's sole discretion. During the project, we may find a better way of doing a task or use better or a different quality material to complete a task or the parts we anticipated to buy are not readily available. In other words, just because certain parts, materials, or supplies (collectively called parts) are listed in the Contract, it does not necessarily mean that we will be using all those parts, or we will be using the same parts listed in the Contract. The list of parts is solely a potential estimated list for NERR to know what material and parts we might potentially need to prepare ourselves for the project.

**Additional Trips to Complete a Project:** There will be an additional minimum of \$95 daily trip charges + our usual labor fees and part costs each time we have to come back to the job site to finish a project due to the lack of parts the Customer fails to provide on time for us; or due to inability of a Contractor (i.e. countertop Contractor, electrician, plumber, shower glass Contractor, heating & air conditioning Contractor, ... etc.) hired by the Customer to complete their tasks on time before we finish our work. Also, there will be an additional fee of \$400 for re-mobilizing our tools & equipment to the job site each time. If the project is stopped by the Customer or by us for any reason and we must re-mobilize our tools & equipment to continue the project later, again, there will be a minimum additional charge of \$400 each time + our usual labor fees and part costs + the \$100 trip charge per day. These fees & costs must be pre-paid for us to come back.

**Customers' Trashcans / Daily Trash Disposal:** The Customer agrees to allow us (NERR) to use their trashcans daily for disposal of trash produced during the project. NERR at its sole discretion, will be considerate and reasonable and leave enough room in the trashcans for the Customer's private daily disposal of trash. Bulky heavy trash pieces will be hauled away by NERR during the project or at the end of the project for offsite disposal at no additional

costs beyond what we have already charged the Customer in the Contract. NERR will have the right to charge the Customer an additional \$5 to \$10 per day for every day of the project if the Customer refuses to allow NERR to dispose of trash in their trashcans or in their recycle trashcans.

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

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

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

693 We also suggest that you use another towel to dry up the shower threshold each time after  
694 taking a shower.



695

696 **Purchasing Locations:** We strongly suggest that the Customer buy the parts they wish to  
697 provide to us for their project from a local store that has good return policies. That way, if an  
698 item is found to be defective or not appropriate for the job, it can be returned or exchanged  
699 without delay. We also suggest that if the Customer must buy something online, they buy it  
700 well ahead of time, examine it once they arrive, and have it on-site long before the 1<sup>st</sup> day of  
701 the project to make sure there will be no delays in completing the project as we normally are  
702 pre-booked for a few months ahead of time and other projects are scheduled back-to-back.  
703 Please do not buy products from overseas for the same reasons. Plus, the foreign products  
704 may not be up to American standards, or we may not be familiar with them, and we may not  
705 be able to install them. The Customer will be charged additional fees if we are not familiar  
706 with the parts they have bought or if the parts they have bought are not appropriate for  
707 installation and cause delays in completing the project. If we must come back and finish a  
708 project due to the Customer's failure to provide the appropriate needed parts, there will be a  
709 minimum of \$95 trip fee per trip + a minimum of \$400 additional fee each time for  
710 remobilizing our tools, equipment, and supplies back to the Jobsite to complete the project.  
711 Our availability to come back and finish a job depends on how many projects are scheduled  
712 with other Customers and how long it will take us to complete those projects before we can  
713 come back to finish your unfinished project. **The Customer must pay us the balance in full**  
714 **owed on the invoices or Contracts when we are done with other doable tasks of the project**  
715 **on the day we can no longer continue the project due to lack of parts. The Customer also**  
716 **agrees to pay us the minimum \$95 daily trip charges and the minimum \$400 remobilization**  
717 **fees + any additional labor fees & part costs for additional tasks to be performed by us ahead**  
718 **of time and in full for us to come back and continue the project.**

719 **Working Days & Hours:** Our normal working days are usually Monday to Friday, **between**  
720 **10 a.m. and 7:30 p.m. excluding official holidays. Sometimes we go shopping for parts before**

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we head toward the Customer's job site, or may arrive after 10 a.m. for personal reasons, or may go to the local disposal facility to get rid of the construction trash and may get to the job site sometimes between 10 a.m. and noon. During the wintertime, we may choose to leave the site sooner due to bad weather, poor road conditions, narrow and dangerous roads around the Job site, darkness, personal reasons, ...etc. In other words, we may arrive at the job site any time between 10 a.m. and noon and we may leave the job site any time before 7:30 p.m. at our sole discretion! If we decide to change these working hours, we will let the customer know ahead of time and get their confirmation.

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

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

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

763 Please also note that new products come to market all the time and almost every day, which  
764 may require a new method of installation or use. In addition, new and improved methods of  
765 installation or use are developed constantly which may work better or may work better with  
766 the use of newly developed products. The combination of these new products and new  
767 methods can instantly become a new industry standard for some contractors and not for some  
768 other contractors.

769 **Workmanship Guarantee: All given workmanship guarantees must be in writing.**  
770 **Verbal or other forms of non-written workmanship guarantees shall be invalid for all**  
771 **projects, Contracts, Change orders, Invoices, claims, ... etc.** All Limited Workmanship  
772 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  
773 done during the guarantee period or it ends after the number of guaranteed days we have  
774 given you in the written limited workmanship guarantee. For example, if we have given you  
775 a 180-day Limited Workmanship Guarantee, the guarantee ends 180 days from the 1<sup>st</sup> day  
776 of the project if no guaranteed repair is requested by you. However, if you, for example,  
777 request a guaranteed repair 80 days after the 1<sup>st</sup> day of the project, then your guarantee  
778 period ends on the day we do the repair work. Similarly, if we have given you a 180-day  
779 Comprehensive Workmanship Guarantee, the guarantee ends 180 days from the 1<sup>st</sup> day of  
780 the project if no guaranteed repairs are requested by you. However, if you request multiple  
781 guarantee repairs, your guarantee ends when the last repair is done based on the specifics  
782 of your Comprehensive Workmanship Guarantee. **If you have not purchased a**  
783 **workmanship guarantee from us, all the work we perform in your projects is done**  
784 **without any workmanship guarantee, product warranty, satisfaction guarantee,**  
785 **minimum expected expectations, expected guarantee, or any specific industry**  
786 **standards. In other words, the work will be done on an “As Is” basis without**  
787 **assuming any liabilities, workmanship guarantee, or promises whatsoever!** In a  
788 Contract, or separately in writing, at our discretion, we may give a customer a 180-day  
789 written workmanship guarantee for an additional fee or give the Customer a 180-day

workmanship guarantee as an incentive to motivate the Customer to write an online review if they are fully satisfied with our work. If you wish to have a Limited Workmanship Guarantee or a Comprehensive Workmanship Guarantee, you must ask us in writing before you sign a contract with us. Then, we will add a fee of 10% to 20%, on top of what we normally charge a Customer, to the total cost (of all Contracts and Invoices) of your project(s.)

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

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

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

Customers **are not allowed** to tell us how to do our work during the project even if they have given us written protocol or any written industry standard before signing a contract with us. Also, Customers are not allowed to tell us how to do our guaranteed repair work or any

823 repair work either. The customer must pay us for labor, parts, and other costs in advance,  
824 whatever we determine the costs will be if we ever agree to do any work or the repair work  
825 the way the customer demands us to do. The material & parts that you bought for your  
826 project or installed by you after we finished the project or during the project are not covered  
827 under this guarantee and you need to supply us with them again for us to do the repairs. If  
828 an area needs to be repaired by us and you have installed something on it, you must  
829 remove it at your cost and risk so we can do the repair work. Then, you also must re-install  
830 the removed item yourself, if you wish, but at your cost and risk. If the removed item is not  
831 re-installable for any reason whatsoever after we have done the repairs, or after we have  
832 removed it, the Customer must buy them or buy something else that fits again at his/her  
833 costs.

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

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

853 Cosmetic issues discovered after we have completed the job/project are not a part of our  
854 workmanship guarantee. The Customer must inspect our work daily and report to us  
855 immediately of their concerns in writing so we can fix the problems before we continue doing  
856 other remaining tasks of the project. The Customer must inspect our work on the last day of

857 the project **also** when we say we are done with the job/project point to us any **new** problems  
858 they have discovered since their previous day's inspection so we can fix them before they  
859 pay us the remaining balance due of their invoice(s.) This final balance due payment,  
860 regardless of whether being paid in full or part, is an indication that the Customer agrees that  
861 the job/project is 100% complete to their satisfaction!

862 If you have a written workmanship guarantee from us, we will do our best to repair what we  
863 originally did, which is now broken or malfunctioning due to our workmanship during the  
864 guarantee period. All guarantees, if any, are voided if items we installed, repaired, or  
865 planted are abused, misused, altered, drilled through, modified, worked on, added on,  
866 damaged, moved from the fixed position, replanted, or neglected by the Customer or by any  
867 contractor or anyone else hired or utilized by the Customer to do additional work on the work  
868 we have performed. For example, all workmanship guarantees, if any, are voided if the  
869 Customer hires a contractor to install a shower enclosure on the shower we have built.  
870 Similarly, all guarantees, if any, are voided if the Customer installs grab-bar(s), soap dishes,  
871 or other items on the shower walls, shower floor, shower threshold, ... etc. we have built.

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

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

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

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

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



We charge a minimum fee of \$100 for making a house call for a “False Alarm.” A False Alarm is when a Customer who has a written workmanship guarantee from us, calls us to do a guaranteed repair and we find out that the problem is not associated with the work we have done or is a “cosmetic” issue which is not covered under our workmanship guarantee. Again, we do not cover “cosmetic” issues in our workmanship guarantee at all! Anything that is not functioning correctly or has lost its integrity (technical problems) and is due to how wrongly installed or wrongly repaired, is covered. For example, plumbing leaks, loose tiles, toilet leaks, faucet leaks, shower or tub leaks, roof leaks, window leaks, loose grout, electrical problems, mechanical problems, doors or windows not functioning correctly, ... etc. are considered technical problems and are covered under our workmanship guarantee if you have a written workmanship guarantee from us. If any of the above problems are caused by foundation settlings, floods, storms, earthquakes, acts of war, acts of nature, other contributing problems in the house/facility, terrorism, alterations/modifications done by the Customer, act of another contractor hired by the Customer, defective products, or anything that has caused damage to the project NERR has completed, then these problems are not covered under our workmanship guarantee. All other non-technical issues fall under “cosmetic” issues and problems and are not covered by our guarantees. **We will be the sole judge of what is a cosmetic issue or what is a technical problem.** In addition to the minimum \$95 house call fee, if we decide to do the requested repairs, we will charge our regular labor rate + material costs if the (former) Customer still wants us to remedy the problem they have, or they think they have. Crack or fracture repairs (cracks or fractures in walls, ceilings, floors, ground, decks, ... etc.) are not guaranteed in any shape or form because the cracks are normally due to settling problems or severe storms and we have no control over them. We normally advise the Customer to remedy the conditions that contribute to settling problems before we repair the cracks or before fixing a door or a window that is not functioning correctly. Remedies suggested by us often include installation and **regular & proper use** of sprinkler systems, soaker hose systems, and/or foundation repairs. We strongly suggest that the Customers consistently and regularly (especially during the hot season, May through October for example) keep the property's ground areas adequately moist. In some cases, this will most likely eliminate or minimize settling problems!!!

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

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

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

No cancellations, rescheduling, or omission of the project, or omission of any tasks of the project are allowed by the Customer without written permission from NERR once the E&C is signed and is binding by both parties (NERR & the Customer.) If the Customer wishes to cancel after he or she has signed the E&C, the Customer is fully obligated to pay for the labor cost of the entire project + the costs of all parts including the costs of any special orders, if any. **Project deposits are non-refundable under any circumstances once the Contract is signed and is binding by both parties except** if NERR does not start the

project within one (1) week (7 days) after the definite starting date indicated in the Contract without written consent from the Customer. In this case, NERR will fully refund the deposit back to the Customer if the Customer still wishes to cancel. Any changes to the scope of work by the Customer will be addressed in a change order Contract or invoice with labor costs, part costs, and other usual fees, only if NERR agrees and allows the changes. The labor rates for the change orders will be the same as the labor rates of the main/initial E&C. Similarly, if hidden problems are discovered or unanticipated complications are encountered during the project, change orders or invoices with remedial costs will be issued after consulting with the Customer. **Change order Contracts must be pre-paid in full and in advance at the time of signing the Contract, invoice, or Change Order Contract.**

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

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

#### **Attorneys & Legal Fees:**

In case of disputes, disagreements, lawsuits, arbitration, mediation, legal actions, ...etc. by either or involved parties, the prevailing party shall have the right to collect from the losing

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

#### **Payments:**

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

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

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

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



1060 **Other legal Issues:**

1061 If there are any issues or elements in this GT&C or in the Contracts we sign with a  
1062 Customer that are mistakenly addressed out of not knowing the laws, rules, and regulations  
1063 and not according to the laws, rules, and regulations of the land (country, state, county, city,  
1064 or district,) then what is legally correct shall prevail and be applied equally for all involved  
1065 parties.

1066 **Liability Issues:**

1067 Our maximum liability due to accidental damages to a Customer's property is limited to the  
1068 total amount of labor fee we have charged a Customer for the single task we were  
1069 performing when the accident happened! For other liability issues, please read the details of  
1070 our general liability insurance policy and the details of our bond which are available at our  
1071 NERR Website, on the Home Page, under the "License & Insurance" tab before signing any  
1072 Contract with us. Also, do not sign any Contract with us if you feel like our liability insurance  
1073 and our bond do not meet your needs or concerns. We also strongly suggest that you  
1074 consult with an insurance lawyer to make sure you understand the details of our general  
1075 liability insurance policy and our bond and their limitations and exclusions. We will not be  
1076 liable to pay anything to a Customer, anyone associated with the Customer, any  
1077 subcontractor, or supplier, in any shape or form beyond the limits of our bond or what our  
1078 liability insurance decides to pay, if any!

1079 Customers are liable for causing any damages to our properties or our **public reputation**  
1080 **(Tortious interference)** in any shape or form.

1081 **Contraction of Infectious Diseases:** We try to be careful, clean, and conscientious about  
1082 the health and safety of ourselves and all whom we interact with, deal with, and work with.  
1083 By no means, in any shape or form, or under any circumstances whatsoever, NERR, its  
1084 subcontractors, employees, contract workers, or suppliers assume liabilities of any kind, if a  
1085 Customer, Customers' family members and/or pets, and/or other occupants or associates of  
1086 the Customer get infected by viruses and/or bacteria of any kind by meeting us before,  
1087 during, and/or after any project or business transactions.

1088 Similarly, NERR assumes no liabilities of any kind if our employees, contract workers,  
1089 subcontractors, and/or suppliers get infected by viruses and/or bacteria of any kind by  
1090 meeting us or meeting the Customer for any reason whatsoever.

1091 **Any person or entity that wishes to work with us that may get infected by meeting us**  
1092 **in any shape or form whatsoever does so at his or her own risk!**  
1093

1094 **Blogs & Posts:** Please consult with your attorney, interior designer, medical doctor,  
1095 healthcare provider, financial consultant/planner, accountant, other contractors, architect,  
1096 State or local licensing government offices/agencies, and/or other professional advisors,  
1097 etc. ... for advice concerning your circumstances. The information contained in our blogs  
1098 and posts is for general informational and educational purposes only and should not be  
1099 construed as professional, financial, or legal advice or an expert opinion on specific facts,  
1100 issues, or circumstances. The information or opinions contained within our blogs & posts  
1101 should not be construed by any consumer and/or prospective Customer/client as an offer  
1102 to sell or the solicitation of an offer to buy any product or service. NERR does not  
1103 guarantee the accuracy of this information or any results and further assumes no liability in  
1104 connection with these publications, including but not limited to any suggestions contained  
1105 herein. **Any person or entity that, in any shape or form whatsoever, relies on the**  
1106 **information contained in our blogs & posts does so at his or her own risk!**  
1107

1108 **Availability:**

1109 It all depends on the workload we have on hand when you contact us. Generally, we can meet  
1110 you for an initial consultation a few days after you contact us, if not immediately. How readily  
1111 we can respond to emergencies depends on our availability, but we can normally  
1112 accommodate you immediately or quickly.

1113 For guaranteed repairs during the guarantee period, our availability depends on the workload  
1114 we have on hand. You must be patient until we find an adequate time frame to come and do  
1115 the repair work. Please note that most of our projects take 3 to 4 weeks to complete and we  
1116 are often fully booked for a few months ahead of time. For small, guaranteed repairs, we  
1117 normally can fit your repair needs within our ongoing projects. We do most of the guaranteed  
1118 repairs during the weekends when we are not working on other projects during the weekends.

**References:**

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

**Contact Information:**

David Sabet  
Business Owner  
Mailing Address:  
2305 Kildane Way, SE  
Olympia, WA 98501

Office Tel: 360-706-9097  
Mobile Tel: 360-706-9097

Normal Business Hours: **Between** 10:00 am and 7:30 pm, Mon-Fri.

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

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

Email: ServiceNow@NewEraRemodeling.com

Website: www.NewEraRemodeling.com

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

Some Typical **Minimum Labor** Charges/Fees - Some of these tasks will be done by our licensed expert sub-contractors (sales taxes for labor are not included. Part costs are not included either!):

- Sampling a wall for paint color matching: \$75

- 1148 • Building or installing a niche in a shower without tiling: \$450
- 1149 • Building or installing and tiling a niche in a shower: \$875
- 1150 • Replacing 1 vanity faucet: \$150
- 1151 • General Handyman work: \$100 for the 1<sup>st</sup> hour, \$50 per hour thereafter in 30 min.
- 1152 increments
- 1153 • Installing seamless shower glass guard (up to 30" wide) \$650
- 1154 • Replacing a rusted toilet flange: \$350
- 1155 • Replacing 1 wall light fixture above a vanity: \$100
- 1156 • Replacing an ordinary/standard toilet with a new ordinary/standard one: \$150
- 1157 • Replacing an ordinary/standard toilet with a new skirted toilet: \$200
- 1158 • Replacing a skirted toilet with a new skirted one: \$250
- 1159 • Assembling a toilet before installation: \$75
- 1160 • Replacing a wall-mounted toilet \$600 if it fits
- 1161 • Installing a bidet on a standard toilet including installing a GFCI outlet on the wall: \$550
- 1162 • Picking up 1 item from a local store on behalf of a Customer: \$75
- 1163 • Separating the ceiling color from the wall color for 1 average size room: \$100 to \$200
- 1164 • Separating 2 colors on walls in 1 average size bedroom: \$200
- 1165 • Replacing a door lock with a new same/similar lock: \$100
- 1166 • Adjusting a door's latch/catch: \$75
- 1167 • Replacing a weather stripping on a door: \$75
- 1168 • Building a small triangular bench at a corner of a shower and tiling it: \$875
- 1169 • Replacing a typical average size flat mirror with 1 framed mirror in a bathroom: \$150
- 1170 • Replacing a typical average-size flat mirror located above a double sink vanity with 2
- 1171 framed mirrors in a bathroom: \$250 (wall repairs and/or painting not included!)
- 1172 • Replacing an exhaust fan with a new same size in a bathroom: \$450
- 1173 • Installing an exhaust fan with 1 switch on the wall in a bathroom: \$800
- 1174 • Installing 1 recessed ceiling light in a bathroom and connecting it to an existing wall
- 1175 switch: \$450
- 1176 • Installing 1 recessed ceiling light in a bathroom and connecting it to an independent
- 1177 new wall switch: \$650
- 1178 • Wiring & installing an electric outlet on the wall without cutting the sheetrock for passing
- 1179 wires: \$175 to \$350
- 1180 • Wiring & installing an electric outlet or a wall switch by cutting the sheetrock for passing
- 1181 wires + patching the sheetrock, texturing, and painting the repaired areas only: \$400-
- 1182 \$650

- 1183 • Installing bullnose tiles metal tile trims or PVC/METAL tile trims in the shower or
- 1184 shower/tub \$250 to \$400
- 1185 • Revising a contract due to changes made by the Customer: \$100
- 1186 • Moving an outlet a few inches to a new location: \$250 to \$350
- 1187 • Moving a double gang electric switch box a few inches to a new location: \$350 to \$450
- 1188 • Installing a grab bar on tiles in a shower: \$100 each
- 1189 • Replacing towel bars, towel hooks, toilet paper holder, etc.: \$75 each
- 1190 • Installing 1 row of accent tile in a shower: \$250
- 1191 • Moving location of a wall light fixture located above a vanity: \$250
- 1192 • Fixing, texturing, and painting a wall where a mirror was removed: \$200
- 1193 • Staining an average size vanity cabinet without changing the color: \$450
- 1194 • Staining an average size vanity cabinet and changing the color: \$700
- 1195 • Painting an average size vanity cabinet without changing the color: \$175
- 1196 • Painting an average size vanity cabinet and changing the color: \$700
- 1197 • Installing a PREHUNG door, caulking, and painting it: \$750
- 1198 • Tiling an average bathroom floor (about 40 Sf) with 12"x24" tiles: \$750
- 1199 • Replacing, caulking, and painting baseboards in an average bathroom (about 40 sf in
- 1200 size): \$200
- 1201 • Installing a standard-size recessed medicine cabinet: \$400
- 1202 • Installing a spa shower fixture instead of a regular simple fixture: \$450
- 1203 • Fixing, texturing, and painting a wall section behind a big mirror after the big mirror was
- 1204 removed in preparation to install 2 framed mirrors: \$300
- 1205 • Painting walls & ceiling of an average size guest bathroom (1 color): \$350
- 1206 • Painting walls & ceiling of an average size master bathroom (1 color): \$600
- 1207 • Painting walls & ceiling of a small size closet (1 color): \$250
- 1208 • Painting walls & ceiling of an average size master closet (1 color): \$600 to \$900
- 1209 • Painting walls, ceiling, and shelves of an average size pantry (1 semi-gloss color):
- 1210 \$500 to \$800
- 1211 • Drywall repairs, less than 2 sf, texture & paint: wall: \$275, ceiling: \$450
- 1212 • Replacing a bathroom door with a same size pre-hung door + caulking & painting the
- 1213 door on both sides: \$650
- 1214 • Replacing an exterior entry door, including caulking & painting the jamb and the
- 1215 casings: 750
- 1216 • Texturing & painting an average guest bathroom (1 color for ceiling & walls): \$675
- 1217 • Texturing & painting an average master bathroom (1 color for ceiling & walls): \$1,200



- 1218 • Install a ½ glass wall/splash guard for a shower (parts & labor): \$1,200
- 1219 • Barn Door: Installation of a pre-finished, pre-painted, or pre-stained barn door: \$550
- 1220 • 1 Glass Shower Guard (up to 30" wide) installation without correcting the wall and the
- 1221 floor: \$350
- 1222 • Clearing a bathroom sink's drainpipes: \$250
- 1223 • Clearing a kitchen sink's drainpipes: \$350
- 1224 • Replacing a bathroom water fixture without replacing the water valves or the water
- 1225 supply hoses: \$150
- 1226 • Replacing a bathroom water fixture and replacing the water valves and the water
- 1227 supply hoses: \$200
- 1228 • Plumbing for replacing a simple shower water fixture with 1 handle and 1 shower head:
- 1229 \$400. This price does not include breaking the wall and fixing the wall after the
- 1230 plumbing work is done.
- 1231 • Plumbing for replacing a simple shower water fixture with a spa shower fixture with one
- 1232 handle and 1 shower head: \$600 or more depending on the complexity of the
- 1233 installation. This price does not include breaking the wall and fixing the wall after the
- 1234 plumbing work is done.
- 1235 • Adjusting the location of a drain in a shower after demolition: \$400
- 1236 • Adjusting the location of a drain in a shower including initial demolition: \$500
- 1237

## 1238 Privacy Policy

1239 You are welcome to use our internet website. We want you to know what information we learn about  
1240 you when you visit our website, what we do with that information and any other information you  
1241 voluntarily provide us through our website or by other means, and how you can view or change the  
1242 information we have. This privacy policy describes our information collection and use practices on our  
1243 website. It does not apply to information you might provide on one of our possible partners or affiliates,  
1244 nor does it apply to information you may provide to us through other forums, including offline or through  
1245 electronic mail.

1246  
1247 We do not share or resell any information you provide to us. We are dedicated to ensuring  
1248 your privacy and the confidentiality of any personal information.

1249  
1250

1251 **Information Collected at NERR's Website:**

1252 There are two types of information that we can learn about you as you browse and use our website.  
1253 Each type of information can be used differently.

1254 1. Internet-related Information - generic statistical and demographic information that we may gather  
1255 passively from visitors to the website.

1256 2. Personal Information that you provide when registering, ordering online, entering a promotion, or  
1257 contacting us.

1258 **Internet-Related Information Gathered Passively:**

1259 We may collect Internet-related Information from visitors to our website, including the referring URL,  
1260 your IP address, which browser you used to come to the website, the country, state, or province, the  
1261 pages of our website that you viewed during your visit and any search terms entered on our website,  
1262 etc. for system administration, to gather broad demographic information, and to monitor the level of  
1263 activity on our website. We may track Customers' traffic patterns throughout their online sessions,  
1264 including which pages or specific URLs a customer views while using the website. We may use your  
1265 Internet-related Information to diagnose problems with our servers and software and to administer our  
1266 website. We may share aggregated statistics about pages viewed on our website, demographic  
1267 information sales, and other shopping information with third parties to enrich your visitor experience.

1268 **Actively Collected Personal Information You Provide:**

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

1284 by sending an email message to us. Please be sure to give us your exact name and address, and  
1285 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 on our website. If you  
1288 have registered with our website, you can access or modify your stored Personal Information by  
1289 accessing the "My Account" area of the Website, or you can access and change your Personal  
1290 Information by contacting us. Your information will be updated within 10 business days.

1291 **Sharing Information:**

1292 If you provide us with your consent, we may share your personal Information with our affiliates and  
1293 business partners with whom we have joint marketing arrangements. We may also give you the  
1294 opportunity, at the time that you provide us with your contact information, to have your information  
1295 shared with other third parties or posted on our website for reasons we will describe at the time we  
1296 make the request. If you do not want us to share your personal Information with our marketing affiliates  
1297 and business partners, then please let us know by contacting us or via mail at New Era Remodeling  
1298 & Repairs, Website Privacy, 2305 Kildane Way, SE, Olympia, WA 98501.

1299 We employ other companies to perform certain functions on our behalf, such as fulfilling orders,  
1300 delivering packages, re-marketing services, and services related to the design, maintenance, and  
1301 improvement of our website and our database and related systems. These companies have access  
1302 to your information. We may arrange with a payment processing company to process your credit card-  
1303 related purchases. They use SSL encryption of your credit card information. Please let us know if you  
1304 wish to access this company's website and privacy policy to read more about the security measures  
1305 they employ. We have arranged with third-party providers to help us with marketing services and  
1306 information gathering. They may collect anonymous information about your visits to our website, and  
1307 your interaction with our products and services. They may also use information about your visits to  
1308 this and other websites to target information for goods and services. This anonymous information is  
1309 collected using a pixel tag, which is industry standard technology used by most major websites. No  
1310 personally identifiable information is collected or used in this process. They do not know the name,  
1311 phone number, address, email address, or any personally identifying information about the user.

1312 Regardless of whether you have provided us with consent, we will share your information with those  
1313 companies that perform certain functions on our behalf under contract to us, and as may be necessary  
1314 to comply with applicable laws, police investigations, or legal proceedings where disclosure of such  
1315 information is relevant and permitted by law. We will also assign, sell, license, or otherwise transfer to  
1316 a third party your name, address, e-mail address, member name, and any other personal Information

1317 in connection with an assignment, sale, joint venture, or other transfer or disposition of a portion or all  
1318 our service, or the assets, business or stock of (if any) New Era Remodeling & Repairs.

1319 **Links to Other Websites:**

1320 On our website, we may provide as a convenience to you links to other websites, including websites  
1321 operated by us, our partners, associates, or independent third parties. These links are provided as a  
1322 convenience to you. Each website has its privacy practices, as described in that website's privacy  
1323 policy. Those practices may be different than the practices described herein, and we urge you to read  
1324 each website's privacy policy carefully before you use or submit information to that website.  
1325 Additionally, to the extent that you follow a link to a website operated by an independent third party,  
1326 please be aware that we exercise no authority or control over that third party and cannot and are not  
1327 responsible for any information that you may submit at that website.

1328 **Where We Store and How We Secure Your Personal Information:**

1329 Your Personal Information may be kept in a database held on servers kept in a physically and  
1330 technologically secure environment located outside our local business location and accessed only by  
1331 authorized personnel or contractors who are required to keep your information confidential. All  
1332 transmissions of your credit card information are encrypted. We also have in place internal procedures  
1333 to confirm general company compliance with this policy.

1334 Your information may be transferred to New Era Remodeling & Repairs, located in [Olympia, the State](#)  
1335 [of Washington, United States of America](#), which location may be outside of your state and/or country,  
1336 and by providing us with your information, you are consenting to such transfer. Although we will use  
1337 all reasonable efforts to safeguard the confidentiality of any personal Information collected, we will not  
1338 be liable for the disclosure of personal Information obtained due to errors in transmission or the  
1339 unauthorized acts of third parties.

1340 **Important Note to Kids:**

1341 We do not wish to obtain personal information from children under 18 who are using our website  
1342 unsupervised. Before providing us with your name, address, e-mail address or any other personal  
1343 information, be sure to ask your parents or guardian for permission. Parents and/or guardians are  
1344 responsible for supervising the activities of their children while their children use our website.

1345

1346

1347 **Username and Password:**

1348 You are responsible for maintaining the confidentiality of your username and password. You shall be  
1349 responsible for all uses of your membership, whether authorized by you. You agree to immediately  
1350 notify us of any unauthorized use of your username or password.

1351 **Cookies:**

1352 Like many other commercial websites, we may utilize a standard technology called a "cookie" to collect  
1353 information about how our website is/are used. A cookie is a small data text file, which a website stores  
1354 on your computer's hard drive (if your web browser permits) that can later be retrieved to identify you  
1355 to us. Cookies were designed to help a website recognize a user's browser as a previous visitor and  
1356 thus save and remember any preferences that may have been set while the user was browsing the  
1357 website. A cookie cannot be read by a website other than the one that set the cookie. Cookies can  
1358 track that you are authenticated to the website, personalize home pages, identify which parts of a  
1359 website may have been visited or keep track of selections, such as those selected in a "shopping cart."  
1360 Our cookies may collect your domain name and track your selections through our website. A cookie  
1361 cannot retrieve any other data from your hard drive, pass on a computer virus, or capture your e-mail  
1362 address. The cookies make your use of the Websites easier, make the websites run more smoothly,  
1363 and help us to maintain a secure website.

1364 To make a purchase at our Online Store (if there is one,) you need to have all cookies enabled.  
1365 Cookies are tiny text files stored on your computer when you visit certain web pages. We use cookies  
1366 to keep track of what you have in your basket and to remember you when you return to our stores.  
1367 Cookies cannot harm your computer and do not contain any personal or private information. For  
1368 information about how to disable cookies, please consult your web browser's help menu or seek help  
1369 elsewhere.

1370 **We reserve the right to change or update this privacy policy at any time we wish. We will send**  
1371 **an e-mail message to previously registered visitors and inform them of the update.**

1372 **What to Do If You Have Questions or Concerns about Your Information, or If You Need to**  
1373 **Contact Us:**

1374 If you are a registered user of our website, and if you need information or have any questions or  
1375 concerns about this Privacy Policy or our use of your personal Information, or wish to review all of  
1376 your personal Information, you may contact our Director of E-Commerce Solutions & Data via e-mail  
1377 at ServiceNow@NewEraRemodeling.com.



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

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

As part of our commitment to providing the best possible service, we may monitor, and record phone calls answered by us or by its hired answering service company and made by us or by its hired answering service company. We may also archive recorded voicemail messages. We records call for training purposes, to improve customer service, and to ensure an accurate record of client/customer calls, which may be needed to support transactions that take place over the phone or by voice mail messages. This allows us to identify how it can better serve its customers and/or clients. Within the law, we may also record conversations with current customers, former customers, subcontractors, suppliers, or potential customers for future reference

## **Legal Notice**

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

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

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

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

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

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

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

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

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

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

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

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

1477 contacted by **NERR** or unrelated third parties, by e-mail or otherwise, within or outside of  
1478 our website(s) or internet profiles. Anything you transmit may be edited by or may not be  
1479 posted to our website(s) or internet profiles at the sole discretion of **NERR**; and may be  
1480 used by **NERR** or its affiliates for any purpose, including, but not limited to, reproduction,  
1481 disclosure, transmission, publication, broadcast and posting. Furthermore, **NERR** is free to  
1482 use any ideas, concepts, know-how, or techniques contained in any communication you  
1483 send to our website(s) or internet profiles for any purpose whatsoever including, but not  
1484 limited to, developing, manufacturing, and marketing products or services using such  
1485 information.

1486 Although **NERR** may from time to time monitor or review discussions, chats, postings,  
1487 transmissions, bulletin boards, and the like on our Website(s) or internet profiles, **NERR** is  
1488 under no obligation to do so and assumes no responsibility or liability arising from the  
1489 content of any such locations nor for any error, defamation, libel, slander, omission,  
1490 falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any  
1491 information within such locations on our Website(s) or internet profiles. **NERR** assumes no  
1492 responsibility or liability for any actions or communications by you or any unrelated third  
1493 party within or outside of our website(s) or internet profiles.

1494 **United States Governing Law:** NERR LLC's Website(s) and internet profiles were  
1495 developed in the United States of America by and shall be governed by, and your browsing  
1496 in and use of our Website(s) and internet profiles shall be deemed acceptance of, the laws  
1497 of the **State of Washington**, United States of America. Notwithstanding the foregoing, our  
1498 website(s) and internet profiles may be viewed in other parts of America or internationally  
1499 and may contain references to products or services not available in all countries or regions.  
1500 References to a particular product or service do not imply that **NERR** intends to make such  
1501 products or services available in such countries or regions.

Department of Labor and Industries  
Contractor Registration



## Example of Disclosure Statement Notice to Customers

Business Name: New Era Remodeling & Repairs, LLC.

This Contractor is registered with the state of Washington, registration no. NEWERER818OP has posted with the state a bond or deposit of \$ 30,000 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 09/17/2026.

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

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 \$ 30,000 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.

Page 1 of 2



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

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

I have received a copy of this disclosure statement.

  X    
Signature of Customer

  X    
Date Signed

Print Full Names:   X  

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

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

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

**Example of**

**CONSTRUCTION LIEN NOTICE TO OWNER**

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

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.

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

**OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY**

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

**COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY**

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

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

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

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



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

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

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

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

Customer's full address

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

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

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

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

This is a ☒ Contractor, ☐ Subcontractor, ☒ Supplier

Indicate all that apply with a checkmark(s)

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

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

This is a ☐ Contractor, ☐ Subcontractor, ☐ Supplier

Indicate all that apply with a checkmark(s)

I have received a copy of this Lien Release Form.

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

Full Customer's Names (Print)

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

Example of

## NOTICE TO BE POSTED BY PRIME CONTRACTOR

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

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

### Jobsite Information:

Single Family Home

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

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

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

### Contractor's Information:

New Era Remodeling & Repairs, LLC

2305 Kildane Way, SE

Olympia, WA 98501

Tel: 360-706-9097

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

### Surety Bond Direct:

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

**Agency:** SuretyBondsDirect.com

**Bond Number:** 67134804

**State:** Washington

**Bond Amount:** \$30,000.00

**Term Dates Paid For:** 9/6/2021 - 10/6/2026

**Tel:** 1-800-608-9950

**Address:** 4900 O'Hear Ave STE 206, North Charleston, SC 29405

**Email:** [service@suretybondsdirect.com](mailto:service@suretybondsdirect.com)

|



Example of

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

DATE: \_\_dd/mm/20yy\_\_

YOUR SAFETY AND OUR SAFETY ARE VERY IMPORTANT TO US.

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

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

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

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

THANKS,  
DAVID SABET, BUSINESS OWNER  
NEW ERA REMODELING & REPAIRS, LLC

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

X \_\_\_\_\_  
Customer's Signature

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

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