

## Joshua Garfinkle and NHCRS

So, we needed some work done on the house, and we knew that re-hiring Capital Kitchen and Bath, even though we **loved** their work, would take a while. Prime kitchen demolition season was coming, and we knew because we purposely did our in the summer.

The repairs needed were kind of small things – ceiling crack repair in living room that might or might expand to a plumbing repair between the floors, patching some ceiling tape in the upstairs bathroom, filling some holes in the stairwell, and we thought we'd have him look at both showers since there have been instances of water leaking downstairs in the past.

Joshua came over one day in June to look at the work and give us an estimate. With respect to the ceiling crack, he immediately looked at it and said “So don't you want me to fix whatever plumbing problem caused the crack in the first place? I agreed that this would be best, and dragged him up to see both of our upstairs bathrooms.

One problem in our shower was that the lip was cut off of the shower pan in the original installation. It didn't go up behind the tile, creating a gap where water could seep into the walls to the room below. Joshua Garfinkle told me he could work a bit of cement mixture in behind the tile, which would harden., fixing the problem. With caulking on top of it, the leaking would stop. Sounded good. He proposed the same solution for the master bath.

He emailed me a contract, which was so big, I had to scroll from side to side to read it. It was lengthy, but the guts of the contract were as follows:

NHCRS SERVICES, LLC WILL PROVIDE THE FOLLOWING SERVICES, AND THOSE LISTED BELOW THIS LINE AT THE ADDRESS LISTED ABOVE. NHCRS SERVICES, LLC WILL PATCH QTY 2 HOLES IN HALLWAY STAIRWELL WALLS FROM PREVIOUS LIGHT FIXTURES, AND LIGHT FIXTURE AT TOP OF STAIRS. NHCRS SERVICES, LLC WILL PREP TO PAINT READY. CLIENT WILL PAINT AT THEIR REQUEST. NHCRS SERVICES, LLC WILL SUPPLY ALL MATERIALS AND DISPOSE OF ALL DEBRIS.

\$280

Kind of expensive for some ceiling patches, but whatever. . . .

NHCRS SERVICES, LLC WILL REMOVE SECTION OF KITCHEN CEILING, INVESTIGATE CAUSE OF WATER DAMAGE, IF WATER DAMAGE IS CAUSED BY TUB OR SHOWER DRAIN NHCRS SERVICES, LLC WILL REPAIR DRAINS FOR AN ADDITIONAL \$350.00 IF DAMAGE IS CAUSED BY TOILET SEAL NHCRS SERVICES, LLC WILL REPAIR SEAL FOR AN ADDITIONAL \$55.00. IF CAUSE IS OTHER A REPORT WILL BE GIVEN TO HOMEOWNER FOR THEIR APPROVAL TO MAKE NECESSARY REPAIRS. UPON COMPLETEING ANY REQUIRED REPAIRS, NHCRS SERVICES, LLC WILL INSTALL NEW WATER RESISTANT WALLBOARD, ON CEILING, AND MUD, TAPE, SAND AND TEXTURE TO BEST MATCH EXISTING CEILING. NHCRS SERVICES, LLC WILL PERFORM SERVICES TO PAINT READY. CLIENT WILL PAINT AT THEIR REQUEST. NHCRS SERVICES, LLC WILL SUPPLY ALL MATERIALS AND DISPOSE OF ALL DEBRIS.

\$480

Again, a little more than we wanted to pay, especially because the ceiling was textured, and mudding isn't that easy.

NHCRS SERVICES, LLC WILL PERFORM THE FOLLOWING SERVICES IN THE TUBS/SHOWERS OF TWO BATHROOMS. REMOVE STICK ON CAULK APPLIED BY CLIENT. NHCRS SERVICES, LLC WILL FILL CAVITY BETWEEN BASE/TUB AND TILE/SURROUND WITH MORTAR MIXTURE SUFFICIENT TO BACK NEW CAULK APPLICATION. NHCRS SERVICES, LLC WILL APPLY NEW CAULK BEAD. NHCRS SERVICES, LLC WILL SUPPLY ALL MATERIALS AND DISPOSE OF DEBRIS.

\$ 413.00

NHCRS SERVICES, LLC WILL REPAIR PEELING DRYWALL TAPE ON CEILING/WALL IN UPSTAIRS BATH.

\$ 23.00

Here is the rest of the contract, as sent to us electronically:

Until NHCRS Services, LLC receives and accepts a duly executed quote/proposal all pricing is subject to change. The undersigned agrees that they may not cancel this agreement without substantial cause. Such cancellation for substantial cause must be made in writing

and sent to the address listed above for NHCRS Services, LLC or the current address for NHCRS Services, LLC should NHCRS Services, LLC have moved its location. The undersigned further agrees that they may not offer employment part time or full time to any NHCRS Services, LLC Employee, sub-contractors or affiliates nor the same individuals within the parent company or any of its subsidiary companies for a period of 12 months following any work done, nor cause it to be done by others. Pricing contained in this quote/proposal is confidential and may not be shared with any competitors to NHCRS Services, LLC. Acceptance of this proposal will be deemed the equivalent of a purchase order which will authorize NHCRS Services, LLC to order labor, materials and services as quoted in the proposal. Any additions or changes to this proposal must be made in writing via an addened proposal or work change order. Should a work change order occur verbally or via email without an addened proposal or work change order, no pricing may be binding upon NHCRS Services, LLC. Signing this proposal, sending a letter authorizing the work, or sending an email authorizing the work will serve as authorizing all work contained in this proposal unless specified in the email or written communication, and will bind the approving party to all the terms and conditions contained herein. By agreeing to this proposal you agree that this agreement contains all promises made. No promises made but not contained herein are not binding. Please ensure all expectations are contained on this agreement before approving it.

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and sent to the address listed above for NHCRS Services, LLC or the current address for NHCRS Services, LLC should NHCRS Services, LLC have moved its location. The undersigned further agrees that they may not offer employment part time or full time to any NHCRS Services, LLC Employee, sub-contractors or affiliates nor the same individuals within the parent company or any of its subsidiary companies for a period of 12 months following any work done, nor cause it to be done by others. Pricing contained in this quote/proposal is confidential and may not be shared with any competitors to NHCRS Services, LLC. Acceptance of this proposal will be deemed the equivalent of a purchase order which will authorize NHCRS Services, LLC to order labor, materials and services as quoted in the proposal. Any additions or changes to this proposal must be made in writing via an addened proposal or work change order. Should a work change order occur verbally or via email without an addened proposal or work change order, no pricing may be binding upon NHCRS Services, LLC. Signing this proposal, sending a letter authorizing the work, or sending an email authorizing the work will serve as authorizing all work contained in this proposal unless specified in the email or written communication, and will bind the approving party to all the terms and conditions contained herein. By agreeing to this proposal you agree that this agreement contains all promises made. No promises made but not contained herein are not binding. Please ensure all expectations are contained on this agreement before approving it.

**Binding Arbitration Clause:**

Except as otherwise specified below, all actions, disputes, claims and controversies under common law, statutory law or in equity of any type or nature whatsoever, whether arising before or after the date of this Agreement, and whether directly or indirectly relating to: (a) this Agreement and/or any amendments and addenda hereto, or the breach, invalidity or termination hereof; (b) any previous or subsequent agreement between the parties; and/or (c) any other relationship, transaction or dealing between the parties (collectively the "Disputes"), will be subject to and resolved by binding arbitration. Such arbitration will be held at the offices of an attorney selected by NHCRS Services, LLC. Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction within the federal judicial district which includes the residence of the party against whom such award or order was entered. All costs incurred in the binding arbitration will be born by the client, undersigned, or approving party if the findings of the Binding Arbitration are in the least degree found in favor of NHCRS Services, LLC or its staff or owners. It is agreed that any breach of this agreement will award NHCRS Services, LLC penalties in the amount of 10% of the total agreement per instance.

**Payment:** Payment terms require a deposit as stated above to be paid prior to the initiation of work. Said payment and signed agreement together represent an duly executed agreement. A signed proposal or deposit alone will not authorize work to start or materials to be ordered and will not hold pricing. Final payment for each item is due at the close of the day for which work is completed unless otherwise agreed upon in writing by both parties. The Undersigned agrees to not unnecessarily delay or withhold payment without substantial cause. The Undersigned understands that should a portion of the work completed not meet the terms of the proposal/quote that that remainder portion (price of line item minus the deposit for that line item) may be withheld until such work is completed, however all payments due on completed portions will be payable as stated above. NHCRS Services, LLC may at its discretion invoice periodically for the remainder portions of line items on the quote as they are completed, in the event that NHCRS Services, LLC invoices for portions of the proposal/quote as they are completed such invoices will be due within 72 business hours of receipt. Any changes or additions to the work quote/proposal will not extend any terms granted and each proposal is a stand alone agreement. The Undersigned recognizes that non payment, withholding of payment or any other breach of payment terms will cause financial harm to NHCRS Services, LLC and NHCRS Services, LLC may charge penalties or fees to the fullest extent allowed under the law. It is further understood that no permits or materials will be ordered, nor will work be scheduled and if so scheduled may be removed from the NHCRS Services, LLC Schedule should payment and signed agreement together not be received.

**Mutual Understanding:** Any work to be performed must be listed on the proposal/quote. Any lack of clarity, missing items, etc. should be discussed prior to signing the quote/proposal and the Undersigned should carefully read the quote/proposal to ensure it contains all items expected by the Undersigned. The Undersigned recognizes that NHCRS Services, LLC is only responsible for completing work as it is stated on this proposal and in accordance with any Local, State or Federal Laws and in accordance with standard practices and in compliance with any building codes. The Undersigned agrees not to request additional work be done to the Employees or Sub-contractors of NHCRS Services, LLC and that all work changes or additions must be done via a duly executed proposal/ quote or work change order. Any additional work requested of NHCRS Services, LLC Employees or Sub-contractors not approved by NHCRS Services, LLC will be charged at a rate of \$150 per hour plus materials per person per hour. If this clause is breached and work not on the agreement is performed, the undersigned understands that no rate has been agreed upon and authorizes NHCRS Services, LLC to charge a rate that is reasonable and customary to NHCRS Services, LLC, furthermore the undersigned understands that add on work not approved by NHCRS Services, LLC may cause delays to your project, and does not extend terms and may cause an acceleration of all terms.

**Non Disparagement:** For the purposes of this agreement the term disparagement or disparage will mean any negative statement whether written or oral about NHCERS Services, LLC their owners, employees, contractors, sub contractors, owners or parent companies, products, offerings, or agreements. The client listed above agrees as a term of this agreement to not disparage any of the parties listed above. If the client fails to maintain, causes it to be done, allows it to be done by others, or willfully violates or transgresses this clause they agree to pay damages in the amount of \$7500.00 or more per instance as well as pay any and all fees to get such disparaging comments removed. They also agree to cooperate fully in getting such disparaging statements removed. This non disparagement clause also is binding in regard as a non-disparagement clause in regards to their communications with outside parties to this agreement in reference to each other. Non Disparagement includes but is not limited to negative reviews, online statements of a negative nature, reports to the Better Business Bureau or other third party agencies, verbal statements of a negative nature, etc. All disputes must be handled per the terms of the Binding Arbitration clause contained above. Any negative statements either in writing or verbal to the staff, representatives, vendors, or inspectors regarding NHCERS Services, LLC is also considered a breach of this clause.

Materials and Equipment left on site must be duly cared for by the site owner. NHCERS Services, LLC will take all due precautions however it is the responsibility of the Property Owner to maintain minimal security of the premises. Any lost or stolen materials or equipment may at the discretion of NHCERS Services, LLC be charged to the undersigned should a basic level of care be found to be lacking on the part of the undersigned.

Any damage caused by the undersigned or their invitees onto the property where the project is occurring to work done by NHCERS Services, LLC will cause all costs incurred for the repair of such damage to be born by the undersigned.

**Collections and Payment Clause:** Should client not respond to reasonable and customary collections efforts in regards to making payments when due, periodic payments as billed, or final payments when due per the terms included in this agreement. NHCERS Services LLC may at its discretion initiate a charge against any credit card used to place a deposit or on file, or NHCERS Services, LLC may at its discretion initiate a ACH draft against any check used to place a deposit or on file. If client reverses charges or otherwise causes payment to be reversed client agrees to pay any and all penalties and expenses incurred by NHCERS Services, LLC as well as a penalty of 20% of the amount charged within 96 business hours.

**Survivability Clause:** If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

If the undersigned provides a credit card or check as payment they authorize NHCERS Services, LLC to charge any portion of the invoice that is due and not paid per the terms above. NHCERS Services, LLC is authorized to initiate a charge against a credit card provided or as a draft against a checking account using a check that has been provided. Should sufficient funds not be available at the time NHCERS Services, LLC initiates a draft or charge, NHCERS Services, LLC may at its discretion charge or draft a lesser amount. If the amount charged or drafted does not cover the amount due this authorization will remain in force and NHCERS Services, LLC may at its discretion initiate additional charges and or drafts against your accounts until such time as NHCERS Services, LLC is made financially whole. The undersigned agrees to not issue a reverse charge for any amounts due. If the undersigned reverses charges for amounts due all legal fees incurred by NHCERS Services, LLC will be born by the undersigned in addition to a penalty of 20% per month of the total value of the agreement until such time as the amount due is paid to NHCERS Services, LLC.

Please be sure that everything you expect to occur on your project, including any discussions that occurred, understandings etc. are contained in the proposal above. Only items placed in writing on this proposal, added via a written and signed addendum, or agreed to via a work change or add order are part of this agreement. Any misunderstanding that may arise will be governed by the signed proposal only.

**Reasonable Time For Objections:** Should the client or undersigned determine that work has not been done to industry standards, and to the level described in the proposal above, the client must inform NHCERS Services, LLC via an email to sales@nhcers.com within 96 business hours of the completion of the work or 24 hours of completion of the project as a whole. Failure to do so will cause additional work steps to occur, which may incur additional costs to NHCERS Services, LLC which may be submitted to the undersigned for payment. Furthermore delayed feedback on the work performed removes the client or undersigned's ability to use such as a cause for delayed payment, non payment or legal action at any future point. Frivolous complaints or complaints specifically utilized to delay payment and not reasonable in nature may not be used as a means to delay payment to NHCERS Services, LLC.

NHCERS Services, LLC will make every attempt to meet your project goals and deadlines, however the timeframe provided (if provided) is provided merely as a guesstimate of the completion date. Things outside of NHCERS Services, LLC may occur such as ordering issues, delivery issues, unforeseen project issues, permitting, weather, injuries, staffing issues, unknown issues with your structure, war, political unrest, legal issues, etc. The undersigned may not and is not entitled to any monetary compensation for a project which is delayed, nor may a client cancel work, or institute binding arbitration for a delay.

All work additions or changes or alterations in scope of project must be directed to NHCERS Services, LLC via email at sales@nhcers.com should the client or undersigned request additional work, changes in work or alterations to the scope of work from an employee onsite, such work will be billed at \$150 per hour plus any materials. Should such additional work result in permitting issues, violations, or other expenses incurred by NHCERS Services, LLC the client or undersigned agrees to pay any and all legal fees, actual costs, and agrees to present themselves as a witness to any legal proceeding that may occur should their presence and testimony be required.

NHCERS Services, LLC maintains normal business hours of 9:00 AM to 5:00 PM, Monday through Friday, Excluding Holidays, and During Inclement Weather or Weather Emergencies. While NHCERS Services, LLC will do its best to respond to your inquiries and calls outside of those hours, there is no guarantee or promise that we can or will answer any calls or questions outside of those times. Should an emergency occur (emergencies only) please email our emergency email box at urgent@nhcers.com. Matters of urgency are limited to safety issues for the undersigned or visitors to their property. The term emergency for the purpose of this agreement means any emergent issue that may cause loss of property due to any work performed by NHCERS Services, LLC. Please contact 911 should any issue arise that could cause bodily harm, loss of life, or loss of structure.

Unless specifically specified, many proposals provided by NHCERS Services, LLC are provided using products selected by NHCERS Services, LLC and the pricing included is based upon those products. Should you desire a specific brand, finish, or product selection please review the proposal to ensure that there is mention made of the specific product or selection, if there is not please contact your sales representative from NHCERS Services, LLC to ensure proper wording is added to the proposal. Changes to selections may result in increases in price of each line item or the proposal in total and may void any warranties. NHCERS Services, LLC may impose those additional charges at any time during the project. Deposits paid may not cover the addition of product selection changes, and additional deposits may be required. Additional charges may include but are not limited to additional cost of the materials, additional costs in obtaining the materials, additional labor required to install the materials.

Unless specifically stated on an agreement, work order, or other company supplied form, NHCERS Services, LLC reserves the right to complete the project as proposed in any order they deem fit. Furthermore NHCERS Services, LLC may staff the project with the number of staff they deem necessary to accomplish the task. NHCERS Services, LLC may utilize employees, sub-contractors or other qualified individuals to complete the project. Qualifications of said staff will be determined by NHCERS Services, LLC. NHCERS Services, LLC is an equal opportunity employer. Should a personality issue occur between the Client and the NHCERS Services, LLC staff member or sub contractor, NHCERS Services, LLC will make every possible attempt to change the staff member/sub contractor if possible but does not guarantee staffing changes. Any staff sent onsite are there to perform their duties, while we encourage basic client interaction any reduction in work, delays, or stoppages caused by interference or excessive interaction by the client may result in work stoppages, delays or penalties. please note each hour NHCERS Services, LLC representatives are onsite they are an actual cost to NHCERS Services, LLC please allow them to do their work.

NHCERS Services, LLC will do its best to protect your items from damage or theft, however it is required within reason that the undersigned and other residents or visitors of the job site take appropriate and or reasonable measures to secure all valuables. If our staff is requested to move an item for the client and they agree to such, the undersigned agrees that such a request is beyond the normal scope of our duties and the undersigned agrees to release NHCERS Services, LLC and its representatives from any liability for damaged caused.

The undersigned understands a construction or renovation site (even a painting site) is a dangerous place. It is recommended that the undersigned avoids entering or utilizing such spaces until all work is completed and all equipment and materials are removed. Should the undersigned be desirous of entering such a space they should ensure that they employ all safety measures required. Any injury or damages caused by entrance into such sight cannot be utilized by the undersigned, their visitors, or residents to bring litigation or seek damages or penalties against NHCERS Services, LLC. The undersigned waives all rights to seek damages for breach of this portion of the agreement or any damages or injuries incurred for such

breach.

Any delays caused by the client and or their property, tenants, or issues caused by the tenant may result in charges being levied against the tenant as follows. \$150.00 per hour per contractor on site for a minimum of 8 hours per day for each day of delay using the following formula. 8 (Hours) minus (Hours Worked) Multiplied by Quantity of Staff Onsite during work stoppage Multiplied By \$150.00. NHCRS Services, LLC will do everything within reason to assign your crew to another project at which time any costs charged will stop. Re-assignment of staff to your project will occur as soon as possible. Client is also responsible for any equipment rental charges, dumpster fees, sub contractor fees, and other fees not listed incurred due to delays.

Paint change, flooring change or any changes to the project after work has begun on those specific items being changed by the client will be charged to the client for time and materials. Should any cancellation of work occur NHCRS Services, LLC is not responsible for accepting back materials ordered, on order, delivered, etc. for the project and will charge all fees actual, plus ordering fees billed at \$80.00 per hour for time used rounded to the nearest hour for our staff.

NHCRS Services, LLC cannot be held responsible for any loss of revenue, loss of business, loss of use, or loss of rent, loss of sale offer, pending offer, or failed inspection due to the work performed under the contract, or any delays caused.

Should the client cancel a project within 72 hours of its initiation or after it has begun (regardless of the level of work completed) any deposits applied will be forfeited by the client, and NHCRS Services, LLC may at its discretion pursue any and all legal remedies for loss of business, financial loss, etc. under the contract.

Any legal action taken in this matter will governed by the laws of the State of New Hampshire

**NEW HAMPSHIRE LAW, RSA 359-G, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, REMODELED, OR REPAIRED YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.**

By signing below I agree to the terms and covenants contained herein.

Typed Name:

Customer Signature (Please Also Sign Below Acknowledging Receipt of The FAQ's Below)

Date:

Clients Printed Name:

Clients Billing Address (Street, City, State, Zip)

Clients Mobile Phone:

Clients Email Address:

Other Authorized Contacts Who May Discuss The Project Or Make Changes (Name, Ph

one Number, and Address):

THANK YOU FOR ALLOWING US TO PROVIDE YOU WITH THIS PROPOSAL

Can you read that? Neither could I.

I printed it out, scribbled "I don't know what I am signing" on the contract, but I did stupidly sign it anyway. I wanted the work done, and he was quite pleasant.

I told Joshua Garfinkle, the owner of the company that my new living room furniture was being delivered the first week of July, and I hoped he could complete at least the living room ceiling before then. He told me his contractors would show up on June 28. A little close, but hey, Capital Kitchen and Bath did enormous amounts of work their first week here, and there were only two guys assigned to the job.

As I recall, he sent two guys the first day. The first went up stairs to do work on the bathtub and bathroom ceiling I presumed, while I sat in the living room, watching the guy cut a hole in my ceiling. The contractor purchased very thin drop cloth, perhaps the thickness of a food storage bag. I had one painting drop cloth laid down over the rug under the ceiling crack, but his drop cloth was laid

over that, and it extended past the rug onto the wood. When he cut into the ceiling, lathe and plaster fell down on both drop cloths – some of landing with a thud on my lovely living room floor. I felt that VERY thin drop cloth was just the right thing to protect my 176 year old antique floor nailed with square nails! Good job!

Anyway, we were both surprised that there was no obvious moisture up there, evidence of past water damage, but he took a picture to show the owner [Joshua Garfinkle] and left for the day.

The next day, no one showed up. My recollection was that the bathrooms were done – at least there appeared to be new caulking around both tubs. I think there was mud on the newly fixed holes in the stairwell, but someone needed to come back to sand, and the mud cracked, so it needed another coat and sanding after that. Not time consuming, unless you consider travel time. There was about a week or more where I was promised that someone would come the next day, and no one showed. Still, the work was completed by about July 12 – can't really say it was a material breach of contract, time wise.

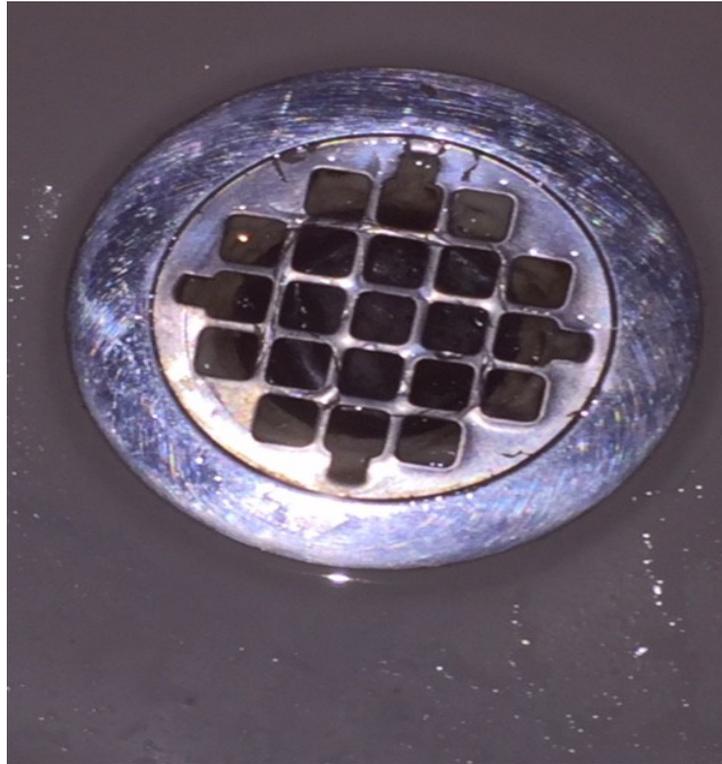
It is now August 14, 2016. My caulking in the shower had started to wash off – it was pretty clear that silicone caulk wasn't used. I took some pictures before starting the recaulking. First, the shower door. This is after I had done a pretty thorough cleaning of the shower – used a lot of water.



Another spot on the shower door:



The drain before I started the re-caulking:



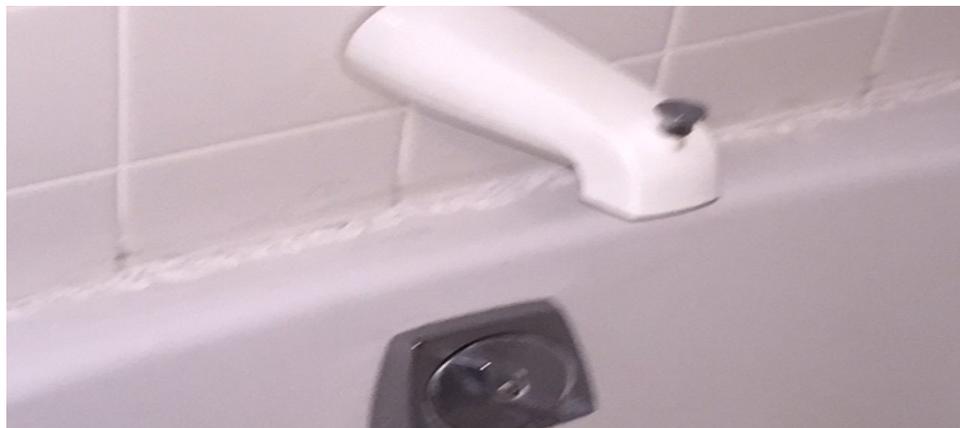
North Edge of Shower:



Not sure which side this is:



The June-caulked master bath:



Back side of master Bath caulk:



And finally, our texturized living room ceiling:



It is difficult to see the trowel edge marks, but they are there. The subcontractor told me before he left the evening before he did it, he was going to go home and find a tutorial on youtube on how to do it, as he had never done it before. I can watch youtube videos as well, and I will find one before I trowel over this job. Not really high on my list right now. The patch is huge, because the contractor had to cut further back to find some good wood to screw the drywall to.

So, I decided that since the upstairs bathroom gets used a lot, I would recaulk.

I bought a product that softens the caulk so it can be scraped away:

Some pictures while the job was being done:

Caulk part-way removed:



The contract reads: “NHCRS SERVICES, LLC WILL PERFORM THE FOLLOWING SERVICES IN THE TUBS/SHOWERS OF TWO BATHROOMS. REMOVE STICK ON CAULK APPLIED BY CLIENT. NHCRS SERVICES, LLC WILL FILL CAVITY BETWEEN BASE/TUB AND TILE/SURROUND WITH MORTAR MIXTURE SUFFICIENT TO BACK NEW CAULK APPLICATION. NHCRS SERVICES, LLC WILL APPLY NEW CAULK BEAD. NHCRS SERVICES, LLC WILL SUPPLY ALL MATERIALS AND DISPOSE OF DEBRIS.”

North Side of Shower in middle of new caulk job:



Another side of with putty knife inserted into the side:



Shower drain being cleaned of caulk:



I want to say at this point, WE ARE VERY HAPPY WITH THE WORK DONE BY NHCRS AND JOSHUA GARFINKLE'S SUBCONTRACTORS. It is clear they did the work as stated in the contract, and did it well. The caulk lasted almost six weeks before it had to be completely re-done. For math majors, that is \$68 / week of no leaks, or \$9 / day. What a bargain! I couldn't find any evidence that there was any mortar mixture behind the tile to apply caulk to, but if it was in the contract, I'm sure it's there somewhere!

Did you catch this clause in the contract?

**Non Disparagement:** For the purposes of this agreement the term disparagement or disparage will mean any negative statement whether written or oral about NHCRS Services, LLC their owners, employees, contractors, sub contractors, owners or parent companies, products,

**offerings, or agreements. The client listed above agrees as a term of this agreement to not disparage any of the parties listed above. If the client fails to maintain, causes it to be done, allows it to be done by others, or willfully violates or transgresses this clause they agree to pay damages in the amount of \$7500.00 or more per instance as well as pay any and all fees to get such disparaging comments removed. They also agree to cooperate fully in getting such disparaging statements removed. This non disparagement clause also is binding in regard as a non-disparagement clause in regards to their communications with outside parties to this agreement in reference to each other. Non Disparagement includes but is not limited to negative reviews, online statements of a negative nature, reports to the Better Business Bureau or other third party agencies, verbal statements of a negative nature, etc. All disputes must be handled per the terms of the Binding Arbitration clause contained above. Any negative statements either in writing or verbal to the staff, representaives, vendors, or inspectors regarding NHCRS Services, LLC is also considered a breach of this clause.”**