



Snake River Surface RepairSM

TERMS OF SERVICE & CONDITIONS OF USE

"Persons dealing with the government are charged with knowing government statutes and regulations [and, by extension, the rules of constitutional, statutory, and regulatory construction], and they assume the risk that government agents may exceed their authority and provide misinformation. See Federal Crop Insurance Corp. v. Merrill, 332 U.S. 380, 384-85, 68 S.Ct. 1, 3-4, 92 L.Ed. 10 (1947)." – Lavin v. Marsh, 644 F.2d 1378, 1383, (9th Cir. 1981). [Emphasis added].

July 8, 2021

*Effective (last updated) 10/31/2024

The following terms and conditions constitute a binding legal agreement (the "Agreement") between Snake River Surface RepairSM (hereinafter "Seller," "Provider," "we," "us," "our," "SRSR," or "Snake River Surface Repair"), and you (any man, woman, person, officer, agent, instrumentality, or other entity, public or private, natural or artificial, individually or collectively) (hereinafter "Buyer," "Recipient," "customer," "you," "your," or "user"), and governs your use of our private personal property (the "Services") and the <https://snakeriversurfacerepair.com> website (the "Online Services," "Website," or "site"):

1. STATUS

1.1. We are

- (a). An unincorporated, non-statutory, non-franchise, non-privileged, private business,
- (b). Engaged for livelihood, in the pursuit of happiness, selling our specialized and finite time, labor, travel, and/or materials as a private service to unrelated, willing, private buyers as a matter of inherent, natural, and unalienable right,
- (c). Within Idaho and/or any one or more of the fifty (50) several States of the American Union, and
- (d). Without the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and/or any territory, possession, place, or other property over which the exclusive, legislative jurisdiction of the United States extends, and
- (e). Under the common law Service Name "Snake River Surface RepairSM," using the common law Service Mark "SM".

1.2. We are NOT

- (a). A foreign person (a nonresident alien individual or a foreign corporation), or

- (b). Owned or controlled by any foreign person(s), or
- (c). A “U.S. person” or “U.S. payee” agent of any foreign person(s), or
- (d). A governmental franchise, unit, agency, or instrumentality, or
- (e). Engaged in, or effectively connected with the conduct of, the performance of the functions of any public office, or
- (f). An officer, employee, or elected official of the United States, a State, or any political subdivision thereof, or the District of Columbia, or any agency or instrumentality of any one or more of the foregoing, or
 - (i). An officer of a federal or foreign corporation, or
 - (ii). A person for whom any one or more of the foregoing performs or performed any service, of whatever nature, or
- (g). A person, U.S. or foreign, that has the control, receipt, custody, disposal, or payment of any item of income of any foreign person subject to withholding, or
- (h). Engaged in any form of privileged activity.

2. SERVICES

2.1. Without limitation, we offer to sell, expend, dispose, render, and/or perform our specialized, private, and finite time, labor, travel, and/or materials as a private service (hereinafter our “Services”), at the instance of you or your agent, to:

- (a). Travel to your location to inspect various household (and business) fixtures, appliances, and other similar items (the “Item”), made from various materials, including, without limitation, wood, vinyl, ceramic, porcelain, acrylic, polyester, fiberglass, composites, and other materials, to assess the extent of the damage and identify necessary repairs,
- (b). Provide repair quotes or estimates outlining recommended repair(s) and associated cost(s),
- (c). Perform the necessary repair(s) to the Item(s), or agreed upon portion thereof, to restore, as closely as possible, the Item’s original function and appearance,
- (d). Do any other lawful thing that we, at our sole discretion, from time to time knowingly and expressly agree to do,

in exchange for your payment of money, transferred to us in connection with and equal to the fair market value of our Services,

2.2. The above Services are collectively known as “Surface RepairSM” or “Surface Repair ServicesSM,” Service Marks of Snake River Surface RepairSM and its proprietor(s) or owner(s).

2.3. All of our Services constitute our sacred and inviolable private personal property.

2.4. All of our Services are sold, expended, disposed, rendered, and/or performed while:

- (a). Within any one or more of the fifty (50) several States, and
- (b). Without the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and/or any territory, possession, place, or other

property over which the exclusive, legislative jurisdiction of the United States extends, and

- (c). Not engaged in, or effectively connected with the conduct of, the performance of any functions of any public office.

2.5. By contacting us and providing information which initiates the rendering or performance of any amount or portion of our Services, you represent, acknowledge, accept, and agree that:

- (a). You are not a state or federal governmental franchise, unit, agency, or instrumentality; and
- (b). You are not engaged in, or effectively connected with the conduct of, the performance of any functions of any state or federal public office, instrumentality, or political subdivision; and
- (c). You are an unrelated willing buyer of our Services, and
- (d). You are under no compulsion to buy our Services, and
- (e). You have reasonable knowledge of all relevant facts, and
- (f). Upon being invoiced in connection with the performance of any amount or portion of our Services, you will transfer as payment to us, either Coin or currency according to the payment terms expressed herein and the specific terms expressed on any written quote and/or invoice.

3. PAYMENT TERMS

3.1. Payment for Services

- (a). By contacting us, scheduling, or otherwise engaging our Services, you acknowledge and agree that payment for our Services is for our attempt to repair the Item, not for a guaranteed result. We will make every reasonable effort to repair the Item as requested; however, due to the nature of repair work, we cannot guarantee that the Item will be restored to its original condition or functionality. Payment is due upon completion of our Services, regardless of the outcome of the repair attempt.

3.2. Payments Made to Us

- (a). Are NOT effectively connected with the conduct or the actual performance of any function(s) of any public office by any person; and
- (b). Are NOT to a “U.S. person” or “U.S. payee” agent of any foreign person(s); and
- (c). Do NOT constitute payments any item(s) of income of any foreign person(s); therefore
 - (i). Do NOT constitute “withholdable payment(s)” or “reportable payment(s)” under the IRC; therefore
 - (A). Are NOT subject to withholding or “backup withholding,” and
 - (B). Are NOT subject to the Form 1099 reporting provisions, or any other information return reporting; therefore
 - (i). We do NOT furnish Form W-9 withholding certificates, or substitutes, or any other certificate that under the Internal Revenue Code, or Treasury Regulations thereunder prescribed pursuant to Treasury Decisions of the Secretary,

certifies or establishes the chapter 3, 4, or 24 status of a statutory “payee”, “beneficial owner,” or “employee” except by undue influence, threat, duress, intimidation, or coercion, under protest, without prejudice, and non-assumpsit, to receive due and owing payment(s) for Services rendered in full.

- (d). Are equal to the fair market value of our time, labor, travel and/or materials sold, expended, disposed, rendered, and/or performed, without gain or excess.

3.3. Coins or Currency: We offer to perform our Services for you in exchange for your transfer of payment to us, in lawful money (gold or silver Coin)¹ equal to and without gain or excess of the fair market value of our Services.

- (a). Under protest, without prejudice, and non assumpsit, we will accept Federal Reserve Notes (FRNs) (obligations of the United States, issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal Reserve banks and for no other purpose)² if tendered as (a form of) “payment” and discharge your obligation(s) to us “dollar” (FRN) for dollar (a coin containing 371.25 gr (0.7734375 oz t) of pure silver)³.

- (i). Demand is then made in perpetuity on every depository account at every depository institution thereafter involved with respect to discharging your obligation(s) using Federal Reserve Notes to redeem said Federal Reserve Notes upon deposit in lawful money.

- (b). No law requires private parties to use FRNs as a medium of exchange if the parties agree to any alternative medium of exchange or form of legal tender.

3.4. Discount Offered: Although the money of account of the United States⁴ was taken from circulation, we enthusiastically accept and offer a discount** for payment transferred to us in connection with the performance of our Services in legal tender United States “Liberty” “One Dollar” “1 Oz. Fine Silver” coins⁵ (aka “American Silver Eagles”) that “weigh[s] 31.103 grams” and “contain[s] .999 fine silver”, pursuant to Title II, Section 202(e) of the Act of 9 July 1985, Public Law 99-61, 99 Statutes at Large 113, 115-116, now codified in Title 31, United States Code, Section 5112(e). (**Discount varies based on your cost to purchase, acquire, and deliver the United States silver coins to us for payment, which depends on the silver “spot” market exchange rate, premiums, availability, demand, activity, and delivery costs).

- (a). Please don’t hesitate to contact us if you have any questions or wish to learn more.

3.5. No Guarantee of Results

¹ U.S. Const., ART I, § 10; and the Act of 23 December 1913, ch. 6, § 16, 38 Stat. 251, 265-266, now codified in 12 USC § 411.

² Act of 23 December 1913 (“Federal Reserve Act”), ch. 6, § 16, 38 Stat. 251, 265, now codified in 12 USC § 411.

³ Section 4(c) of the Act of 28 October 1977, Public Law 95-147, 91 Statutes at Large 1227, 1229, now codified in 31 USC § 5118(d)(2).

⁴ Act 2 of April 1792 (“Mint and Coinage Act of 1792”), ch. 16, §9, 1 Stat. at 248.

⁵ Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 980; Pub. L. 97-452, § 1(19), Jan. 12, 1983, 96 Stat. 2477, now codified in 31 USC § 5103.

- (a). While we strive for high-quality Services and customer satisfaction, we expressly state that we do not guarantee the success of any repair. Factors beyond our control, including, without limitation, the condition of the Item and the complexity of the issue, may affect the repair process and result. By proceeding with the repair, you accept this limitation and agree that payment for our Services is non-refundable.
- 3.6. Invoicing: Upon rendering or performing our Services, or agreed upon portion thereof, an invoice will be sent to the e-mail, mailing, or physical address provided by you, or any or all of the foregoing. (You can update the e-mail address kept on file 24/7 by emailing a Change of E-mail Notice to billing@snakeriversurfacerepair.com or mailing to the mailing address below). If our invoicing e-mail bounces, we will attempt to contact you by other means. If the e-mail does not bounce, or if we send it to a mailing or physical address, we will assume you received it.
 - (a). Because of the fact that most people pass off U.S. debt to obtain real goods and services, and because of the fact that we rarely receive payment of our invoices in preferred lawful money, without prejudice and for your convenience, our invoices are priced and denominated in Federal Reserve Notes using the “\$” symbol. This convenience feature in no way waives our rights, preferences, or demands for payment in lawful money.
 - (b). Any amounts expressed on any invoice, including, without limitation, quantity(s), unit price(s) and total(s) due, represent mere conversion(s) of forms of capital or property equal to, and without gain or excess of, the fair market value of our Services as referenced in the service description(s).
- 3.7. Payment of Invoices and in General: Payment is the transfer of your property (coins or currency) to us in connection with the performance of our Services equal to and without gain or excess of the fair market value of our Services.
 - (a). Payment of invoices are due according to the payment terms expressed herein generally, and as specifically expressed on any invoice. In case of any conflict, the express terms on the invoice control.
 - (b). If payment is transferred to us in preferred lawful money, United States “Liberty” “One Dollar” silver coins (aka “American Silver Eagles”), the customer shall:
 - (i). Be sure that all checks, money orders, wire transfers, or other instruments for the purchase of the coins are made payable to the individual or business entity supplying the coins, not to Snake River Surface RepairSM, and that if you use cash as the medium of payment for the coins, you deliver the cash directly to the individual or business entity supplying the coins; and
 - (ii). Perfect the sale of the coins by identifying them with suitable documentation and physically delivering them to yourself before delivering them as payment to us.
- 3.8. Late Payments: If we do not receive payment of any invoice by the due date, a Past-Due Notice will be sent to the customer, assuming a simple oversight and extending an additional seven (7) day grace period past the due date.
 - (a). If we do not receive the payment within the seven (7) day grace period, a late payment charge of 35.00 FRN (\$) will be added to any unpaid balance of the total due and shall be due and owing immediately.

- (i). A late payment charge of 35.00 FRN (\$) will be added to any unpaid balance of the total due every thirty (30) days thereafter until payment is made in full.
 - (ii). The purpose of the late payment fee is to defray the cost(s) associated with pursuing late payments and to maintain healthy cash flow. In most cases, new projects will not be scheduled until past-due amounts are paid in full or a payment arrangement has been agreed to in writing.
- 3.9. Repeated Late Payments: Upon the occurrence of a second (2nd) late payment within any twelve (12) month period, Payment in Advance (PIA) or Collect on Delivery (COD) terms for scheduling all Services may, at our sole discretion, be required and continue indefinitely.
- 3.10. Non-Payment: We will make every effort to collect all outstanding debts. If an invoice remains unpaid sixty (60) days past the due date, we will take measures to protect and enforce our rights and legal options.
 - (a). At our sole discretion, we may also assign the debt to a debt collection agency. All costs incurred in association with collecting debts, including, without limitation, attorneys' fees and court costs, will be paid by the customer. All rights are reserved.
- 4. EXCLUSION OF WARRANTIES.
 - 4.1. EXCEPT AS EXPRESSLY SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN YOU AND US OR AT OUR SOLE DISCRETION, ALL SERVICES ARE PERFORMED "AS IS". WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY EXCLUDE AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- 5. TRADE SECRETS
 - 5.1. Trade secrets include, without limitation, any and all proprietary formula(s), pattern(s), compilation(s), compound(s), method(s), technique(s), combination(s), application(s), process(s), procedure(s), test result(s), and/or use(s), alternative or otherwise, of any chemical(s), product(s) and/or material(s) used by us in the conduct of our business including, without limitation, the make(s), brand(s), type(s) and/or composition(s) of the product(s) and/or material(s), and any proprietary data or information, tool or mechanism, relating to our business, which are secret and proprietary to us, and which give us a competitive advantage, and which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from disclosure or use, which is or has been developed, used and/or owned by us, where release of that trade secret could be reasonably expected to cause harm to us.
 - (a). As our customer, you agree that you will not disclose, divulge, reveal, report, or use, for any purpose, any trade secrets that you have obtained except as expressly authorized in writing by us.
 - (i). The obligations of confidentiality apply and survive indefinitely upon termination of any agreement.
- 6. OWNERSHIP OF INTELLECTUAL PROPERTY
 - 6.1. All intellectual property and related material developed or produced under these Terms & Conditions will be the property of Snake River Surface RepairSM. The customer is granted a

non-exclusive, limited-use license of this intellectual property. Title, copyright, intellectual property rights, and distribution rights of the intellectual property remain exclusively with Snake River Surface RepairSM.

7. LIMITATIONS OF LIABILITY

- 7.1. To the maximum extent permitted by law, Snake River Surface RepairSM and its proprietor(s), owner(s), trustee(s), beneficiary(s), manager(s), affiliate(s), employee(s), agent(s), or subcontractor(s) (collectively, "SRSR") shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, data, or use, whether in contract, tort (including negligence), or otherwise, even if advised of the possibility of such damages, arising from or related to
- (a). On-Site Repairs – Any damage to property, including but not limited to fixtures, appliances, or personal items, caused by our Services, except for damages directly resulting from our negligence or willful misconduct.
 - (b). Delay or Failure to Perform – Any delay in performing the Services or failure to complete the Services, except to the extent that such delay or failure results from our gross negligence or intentional misconduct.
 - (c). Accuracy of Information – Any inaccuracies in the information, estimates, or quotes provided prior to or during the Services, including but not limited to cost estimates or timeframes.
 - (d). Third-Party Interactions – Any issues arising from or related to interactions with third parties or services that are not directly under our control, including but not limited to utility providers or other contractors.
- 7.2. Maximum Liability: In no event shall SRSR's total liability to you for all claims arising from or related to these terms exceed the amount paid by you for the specific Services that gave rise to the claim, or \$500, whichever is greater.
- 7.3. No Warranty: SRSR makes no warranties, express or implied, regarding the Services, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Services are provided "as is" and "as available."
- 7.4. Force Majeure: SRSR shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including, but not limited to, natural disasters, acts of terrorism, labor disputes, or other events of force majeure.
- 7.5. Customer Responsibility: You acknowledge that it is your responsibility to:
- (a). Provide Accurate Information:
 - (i). Ensure that all information provided to us is accurate and complete.
 - (b). Prepare the Work Area Prior to our Arrival:
 - (i). Ensure that our access to the area is unobstructed.
 - (ii). Clean and dry the material surrounding the area to be repaired.
 - (c). Secure Personal Items:
 - (i). Remove or protect any personal items and valuable objects around the work area.

- 7.6. Indemnification: You agree to indemnify, defend, and hold harmless SRSR from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to your negligence or willful misconduct, or your failure to fulfill the responsibilities outlined in Section 7.5.

8. GOVERNING LAW, JURISDICTION, AND VENUE

- 8.1. Choice of Law: This Agreement will be governed by and construed in accordance with the substantive laws of Idaho without giving effect to any principles or conflicts of law.
- 8.2. Jurisdiction: For purposes of litigating any dispute or claim arising under, out of, or relating to this Agreement, all parties submit to and consent to the jurisdiction of Idaho.
- 8.3. Venue: Any dispute or claim arising under, out of, or relating to this Agreement shall be brought and resolved solely and exclusively in the courts of Bingham County, Idaho, and no other courts, where this Agreement is made and/or to be performed.
- (a). You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- (b). Should any legal action be commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover, in addition to court costs, such amount as the court may adjudge as reasonable attorneys' fees.
- 8.4. If any provision of this Agreement shall be found to be unlawful, void, or of no force and effect for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- 8.5. It is accepted and understood through the use of this Website and/or Online Services by any user that the Provider of the Online Services allows users to post comments which the user affirms to be true and correct and for which the Provider disclaims responsibility under the Communications Decency Act, 47 U.S.C. Sec. 230, which states, "No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider."

9. CANCELLATION POLICY

- 9.1. Service can be canceled by notifying us at the addresses and/or locations contained herein or by any communication method used to schedule our Services. A cancellation can only be made prior to commencement of rendering any amount or portion of our Services.
- 9.2. In the event of a Service cancellation or change of scope by you, you acknowledge and agree that you will be billed for any portion of our Services that have already been rendered up to the point of cancellation or change. Charges will be calculated based on the work performed and resources used, regardless of any modifications or cancellations made thereafter.

10. DEFINITIONS

- 10.1. When used in this Agreement in any context, where not otherwise distinctly expressed –
- (a). Trade – The word "trade" means activity engaged in for livelihood in the pursuit of happiness and encompasses working in a vocational or technical industry or buying and selling private services under private agreement(s) as a matter of right within any one or more of the fifty (50) several States.
- (i). The word "trade" shall not be construed to include the performance of the functions of a public office.

- (b). Business – The word “business” means activity engaged in for livelihood in the pursuit of happiness and encompasses a sole proprietor or artificial entity (e.g. a trust, company, or corporation) within any one or more of the fifty (50) several States.
 - (i). The word “business” shall not be construed to include the performance of the functions of a public office.
- (c). Foreign Person – The phrase “foreign person” means a natural person who is NOT an American, a Citizen of one of the fifty (50) several States, a citizen or resident of the United States, or an artificial entity with its principal place of business outside the U.S. and/or 50% or more of its ownership held by a person or persons who is/are not a “U.S. person” as defined at 26 USC 7701(a)(30).
- (d). Employee – The word “employee” is synonymous with “worker” or “workman” and means an American or native of one of the fifty (50) several states; a natural person performing labor in the service of any private vocation for a living as a matter of right within any one or more of the fifty (50) several States of the American Union under any private contract of hire, express or implied, oral or written, where the private employer has the power or right to control and direct the employee in the material details of how the work is to be performed.
 - (i). The word “employee” shall not be construed to include an officer, employee, or elected official of the United States, a State, or any political subdivision thereof, or the District of Columbia, or any agency or instrumentality of any one or more of the foregoing, or an officer of a corporation.
- (e). Individual – The word “individual” means a single natural person, man or woman, who is not a resident alien, a nonresident alien, or a foreign person.
- (f). Contractor – The word “contractor” means any person who enters into a contract; or any person who, in the pursuit of any private vocation, willingly undertakes to sell his labor do a specific piece of work for a willing buyer, using his own means and methods without submitting himself to the buyer’s control in respect to all its details, and who renders private labor as a service in the course of an independent occupation representing the will of the buyer only as to the result of his work and not as to the means by which it is accomplished.
 - (i). The word “contractor” shall not be construed to include any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake, or submits a bid to, or does himself or by or through others, perform construction.
- (g). Construction – The word “construction” means the performance of building, altering, adding to, subtracting from, improving, reconstructing, moving, excavating, wrecking, or demolishing any building or other structure, project, development, or improvement to real property.
 - (i). The word “construction” shall not be construed to include repairing appliances, fixtures, or furnishings in or on any building or other structure, or on any real property, or to do any part thereof, including, without limitation, the erection of scaffolding or other structures or works in connection therewith.
- (h). Subcontractor – The word “subcontractor” means one who takes a portion of a contract from a principal contractor or another subcontractor; one who has entered

into a contract, express or implied, for the performance of an act with the person who has already contracted for its performance.

(i). The word “subcontractor” shall not be construed to include any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake, or submits a bid to, or does himself or by or through others, perform construction.

(i). Fair Market Value – The phrase “fair market value” means an amount reflecting the price at which property (such as labor and money) would change hands between a willing buyer and willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all relevant facts.

CHANGE NOTICE: As with any of our administrative and legal notice pages, the contents of this page can and will change over time. These changes are necessitated and carried out by Snake River Surface RepairSM to protect you and us. If this page is important to you, you should check back frequently as no other notice of changed content will be provided either before or after the change takes effect, and by using the Website, you, the user, specifically agree to this.

COPYRIGHT WARNING: The legal notices and administrative pages on this Website, including this one, without limitation, have been drafted by a lawyer. We at Snake River Surface RepairSM hereby claim a copyright to all works and contents of this Website, including, without limitation, all disclaimers and notices.

QUESTIONS/COMMENTS/CONCERNS: If you have any questions or wish to reach us for any reason, you may do so by contacting us at:

Snake River Surface RepairSM

c/o: 2184 Channing Way # 306

Idaho Falls, Idaho

[83404-9998]

208-557-3529

admin@snakeriversurfacerepair.com

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