



## Snake River Surface Repair

### TERMS OF SERVICE & CONDITIONS OF USE

July 8, 2021

\*Last updated 02/11/2024

The following terms and conditions constitute a binding legal agreement between Snake River Surface Repair (“Provider,” “we,” “us,” “our,” or “Snake River Surface Repair”) and you (any man, woman, person, officer, agent, instrumentality, or other entity, public or private, natural or ENS LEGIS, individually or collectively) (hereinafter “you,” “customer,” “buyer,” “user,” or “Recipient”), and governs your use of our Surface Repair<sup>SM</sup> Services (the “Services”), the <https://snakeriversurfacerepair.com> website (the “Online Services,” or “Website”) and the materials available therein to which you may have licensed or other authorized access (“Materials”):

#### 1. SURFACE REPAIR<sup>SM</sup> SERVICES

1.1 Our Surface Repair<sup>SM</sup> Services include, without limitation, at the instance of you or your agent and based on information provided by you, traveling to any service address (house, building, or other public or private structure) and inspecting, consulting, performing labor, and/or furnishing our time and/or materials on or regarding one (1) or more cosmetic repair(s) to improve the appearance of any damage on any surface material(s), including, without limitation, bathtubs, countertops, floors, doors, wood, tile, fiberglass, porcelain, vinyl, windows, brick, stone, or other materials.

#### 2. PAYMENT TERMS

2.1 Coins or Currency: We wish to receive payment tendered in lawful money, gold or silver coin<sup>1</sup>, equal to, and without gain or excess of, the fair market value of our time, labor, and materials, in every instance. Despite our wishes, under duress, we will accept Federal Reserve Notes (“FRN” or “USD”), obligations (debts) 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 through the Federal reserve agents and for no other purpose<sup>2</sup>, if tendered as (a form of) payment, and discharge your obligation(s) to us “dollar” for dollar<sup>3</sup>. However, no law requires people or corporations to use FRNs as a medium of exchange for private labor, goods, or services if the parties agree to an alternative medium of exchange or

<sup>1</sup> 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.

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

<sup>3</sup> 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).

form of legal tender. Although dollars and eagles<sup>4</sup> were taken from circulation, we enthusiastically accept and offer a discount\*\* for payment of our time, labor, and materials (“Surface Repair<sup>SM</sup> Services”) in legal tender United States “Liberty” “One Dollar” “1 Oz. Fine Silver” coins<sup>5</sup> (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 "fair" silver "spot" market exchange rate, premiums, availability, demand, activity, and delivery costs). Please don't hesitate to contact us if you have any questions or wish to learn more.

2.2 Invoicing: Upon performance of our Surface Repair<sup>SM</sup> Services, an invoice will be sent to either the e-mail address (you can update the e-mail address kept on file, 24/7, by sending us a Change of E-mail Notice to [billing@snakeriversurfacerepair.com](mailto:billing@snakeriversurfacerepair.com)), or physical address, provided by you, or both. 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 physical address, we will assume you received it.

2.3 Payments: Payments are due according to the payment terms expressed on the invoice; usually payable at any time within thirty (30) days of the invoice date unless otherwise expressed. Any amounts expressed on any invoice, including, without limitation, unit price(s) and total 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 time, labor, and/or materials (“Surface Repair<sup>SM</sup> Services”).

(a) If payment is made in United States “Liberty” “One Dollar” silver coins (aka “American Silver Eagles”), the customer shall:

(1) 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 Repair, 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

(2) Perfect the sale of the coins by identifying with suitable documentation and physically delivering them to yourself before delivering them as payment to Snake River Surface Repair.

2.4. Late Payments: If we do not receive invoice payment within thirty (30) days of the invoice date, a Past Due Notice will be sent to the customer, assuming an oversight and extending an additional seven (7) day grace period. If we do not receive the payment within the seven (7) day grace period, a late payment fee of 35.00 FRN (\$) will be added to any unpaid balance of the total due and will be due and owing immediately. The purpose of the late payment fee is to defray the costs associated with collecting late payments. 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.

2.5. Repeated Late Payments: Upon the occurrence of a second (2nd) late payment within any twelve (12) month period, pre-payment for scheduling all Surface Repair<sup>SM</sup> Services will be required and continue for a six (6) month period.

2.6. Non-Payment: We will make every effort to collect 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.

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

<sup>5</sup> 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.

We may also assign the debt to a debt collection agency at our sole discretion. 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.

### 3. GOVERNMENTAL FRANCHISES, UNITS, AGENCIES, INSTRUMENTALITIES, AND THE PERFORMANCE OF THE FUNCTIONS OF PUBLIC OFFICES OR POLITICAL SUBDIVISIONS.

3.1 Snake River Surface Repair and its agents (Exchanger(s), Fiduciary(s), Trustee(s), Board of Trustees, Beneficiary(s), Manager(s), or Member(s)) are not any kind of governmental franchise, unit, agency, or instrumentality thereof (*IRC § 6050H(c)(1)*), and we do not engage in the performance of any functions of any federal or state public office or political subdivision (*IRC § 7701(a)(26)*), nor do we perform any service for, or receive any "reportable payments" (*IRC § 3406(b)*) in excess of the fair market value of our time, labor, and/or materials from any person or "service-recipient" (*IRC §§ 6041(a) & 6041A(a)(1)*) who engages in the performance of any functions of any federal or state public office.

3.2 By initiating contact with us and providing us with information to schedule and deliver or perform our Surface Repair<sup>SM</sup> Services, you agree you are a willing buyer of the time, labor, and/or materials we are selling and any payment(s) you make for the performance thereof is for its fair market value and not in excess thereof, and that you are not a state or federal governmental franchise, unit, agency, or instrumentality thereof, and that you do not engage in the performance of any functions of any state or federal public office or political subdivision.

3.3 If any person, service-recipient, customer, agent, instrumentality, officer, or other entity requesting the delivery or the performance of our Surface Repair<sup>SM</sup> Services fails or refuses to disclose to us that they are engaged in the performance of the functions of any public office when providing us information for scheduling the delivery or performance of our Surface Repair<sup>SM</sup> Services, and then demands that we furnish a name, address, and identification number to receive a due and owing payment of an invoice for services rendered or performed and/or to avoid "backup withholding" to which we are not subject, under duress we will furnish information, correct or not, without prejudice, and non assumpsit, solely as a means to receive due and owing payment of our invoice (s) for the time, labor, and/or materials rendered or performed.

### 4. EXCLUSION OF WARRANTIES.

4.1 EXCEPT AS EXPRESSLY SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN YOU AND US, 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 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. 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. 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 Repair. 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 the Snake River Surface Repair.

## 7. LICENSE; RESTRICTIONS ON USE

7.1. You are granted a nonexclusive, nontransferable, limited license to access and use the Online Services and Materials for research purposes from time to time made available to you. This license includes:

(a) The right to electronically display Materials retrieved from the Online Services to no more than one person at a time, subject to the Supplemental Terms for Specific Materials;

(b) The right to obtain a printout of Materials via printing commands of the Online Services and to create a single printout of Materials downloaded via downloading commands of the Online Services (collectively, “Authorized Printouts”);

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations, or executive branch materials from the United States, its territories or any of the several States (collectively, “Authorized Legal Materials”), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person’s exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;

(d) With respect to Materials that are United States patents (“Authorized Patent Materials”), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person’s exclusive use, a single copy of not more than 200 patents at any one time; and

(e) With respect to all Materials other than Authorized Legal Materials and Authorized Patent Materials, the right to retrieve via downloading commands of the Online Services and store in machine readable form for no more than 90 days, primarily for one person’s exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials.

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7.3. Except as specifically provided in Sections 1.1 and 1.2, you are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services.

7.4. All right, title, and interest (including, without limitation, all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to the Provider or its third-party suppliers. You acquire no proprietary interest in the Online Services, Materials, or copies thereof.

7.5. Except as specifically provided herein, you may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes the copyrights or proprietary interests therein.

7.6. You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

7.7. You may not use information included in the Online Services or Materials retrieved from the Online Services to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

7.8. Other provisions that govern your use of Materials are set forth in your applicable price schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions.

## 8. ACCESS TO ONLINE SERVICES

8.1. Only individuals authorized by the subscribing organization may access and use the Online Services.

8.2. You may not use an identification number to access the Online Services from outside the country for which it was issued.

8.3. Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.

8.4. Materials and features may be added to or withdrawn from the Online Services, and the Online Services may be changed without notice.

## 9. ONLINE SERVICES LIMITED WARRANTY

9.1. The Provider of the Online Services represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to these General Terms and Conditions.

9.2. EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND THE PROVIDER OF THE ONLINE SERVICES AND EACH THIRD-PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 10. LIMITATIONS OF LIABILITY

10.1. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) your use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services), (d) your use of

any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

10.2. “Covered Party” means (a) the Provider of the Online Services, its affiliates, and any manager, officer, director, employee, subcontractor, agent, successor, or assign of the Provider of the Online Services or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any manager, officer, director, employee, subcontractor, agent, successor, or assign of any third-party supplier of Materials or any of their affiliates.

10.3. THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT YOU MAY HAVE AGAINST ANY COVERED PARTY.

10.4. THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

## 11. MISCELLANEOUS

11.1. These General Terms and Conditions, including, without limitation, the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by the Provider of the Online Services immediately upon notice. Your subscription for access to the Online Services may be terminated immediately upon notice to the Provider if any change is unacceptable. Continued use of the Online Services following any change constitutes acceptance.

11.2. The Provider of the Online Services or the subscribing organization may terminate the subscription for access to the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination unless a later date is specified in the notice. The Provider of the Online Services may suspend or discontinue providing the Online Services to you without notice and pursue any other legally available remedy if you fail to comply with any of your obligations hereunder.

11.3. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by the Provider thereof. Notices shall be deemed properly given on the date deposited in the U.S. mails, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to the Provider of the Online Services should be sent to your account representative.

11.4. The failure of the Provider of the Online Services or any third-party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

11.5. The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Online Services without the Provider's prior written consent.

11.6. These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the common law and/or the laws of Idaho.

11.7. Each third-party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third-party beneficiary.

11.8. Venue for any suits arising from the use of or information on this Website is in Bingham County, Idaho.

11.9. By using this site, the viewer agrees that all disputes arising through the use or contents of this Website shall be settled by binding arbitration in Blackfoot, Idaho, and submitted to the American Arbitration Association for final disposition.

11.10. It is accepted and understood through the use of this Website and/or Online Services by any viewer 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."

## 12. REFUND AND/OR CANCELLATION POLICY

12.1 Customers acknowledge that the provisions of our Surface Repair<sup>SM</sup> Services are complete upon the performance of a single repair attempt, regardless of success. Service can be canceled by notifying Snake River Surface Repair at the addresses and/or locations contained herein. A cancellation can only be made prior to the commencement of the performance of our Services.

12.2. Customers acknowledge that the provision of our Online Services, whether it be access to the data on the Website or a listing on the Website, is complete upon the listing appearing for the first time on the site. Service can be canceled by notifying the Website at the addresses and locations contained herein. A cancellation will only cancel any service renewal for the following year, and no pro-rate reimbursements or refunds for the remainder of the current listing or subscription year will be made.

**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 Repair 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.

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**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 Repair  
c/o: 2184 Channing Way # 306  
Idaho Falls, Idaho  
[83404-9998]  
208-254-0063  
admin@snakeriversurfacerepair.com

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