

## Mediation/Binding Arbitration Agreement



### Mediation

Home Owner, \_\_\_\_\_, and Member, \_\_\_\_\_, are requesting the Arbitration Board of W.A.F.R.P. act as mediator in a dispute relating to contracted work performed at \_\_\_\_\_ in the (City)(Town)(Village) of \_\_\_\_\_, in the County of \_\_\_\_\_, State of Wisconsin.

The parties have agreed to mediation of their dispute.

Mediation is a non-binding process and no written decision will be rendered. The Arbitration Board of W.A.F.R.P. will assign a Mediator to assist the parties in resolving their dispute. Both parties commit to cooperating with the Mediator.

Neither the mediator nor W.A.F.R.P. guarantees a resolution of the dispute. Furthermore, any statements made by Mediator or any members of the Board are inadmissible in any future proceedings. The Mediator and the Board will keep all information, written documents, and professional opinions confidential, unless ordered to disclose them by a court of law. The Mediator will prepare a report of his findings for the W.A.F.R.P. Arbitration Board if mediation is unsuccessful.

In consideration of the request for mediation, Owner and Member agree to pay W.A.F.R.P. a non-refundable Mediation Fee in the amount of \$75.00 for each party. Payment must accompany the completed Agreement.

### Binding Arbitration

If all mediation efforts have been unsuccessful in resolving the dispute, Owner and Member request a Binding Arbitration Hearing from the Arbitration Board of the Wisconsin Association of Foundation Repair Professionals.

The undersigned Owner and Member agree to submit the dispute and all matters concerning the same to the Arbitration Board of the Wisconsin Association of Foundation Repair Professionals for hearing and Decision based on the By-Laws of W.A.F.R.P., the procedures adopted by the Board, and pertinent Wisconsin Law as modified by the Board's procedures. The Owner and Member agree to accept, abide by, and satisfy the terms of the Decision as rendered by the Board, which is made under, pursuant to, and by virtue of this submission.

Owner and Member further agree that the Decision of the Arbitration Board shall be final and binding, and shall be enforceable by any court as provided for by Wisconsin Law.

Owner agrees to place in escrow with W.A.F.R.P. the full balance due of the contract as set forth in the Escrow Agreement. This escrowed amount shall not be construed as an admission by Owner that any amount is due or owing to Member.

If the parties proceed to Binding Arbitration, Owner and Member agree to pay W.A.F.R.P. a non-refundable Arbitration Fee in the amount of \$300.00 for each party. The Fee is due and payable 7 days from the Mediator's Notice.

Payment should be made payable to:

W.A.F.R.P., c/o Julie Arnstein - 4590 S. Raven Rd. - New Berlin, WI 53151.

I have read and understand this Mediation/Binding Arbitration Agreement and I agree to abide by the terms and conditions set forth within.

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Member/Title \_\_\_\_\_ Date \_\_\_\_\_