



RESOLUTION SERVICES

SPECIALIZING IN MEDIATION & ARBITRATION & DISPUTE REVIEW BOARDS

4 Toro Lane,
Santa Fe, NM 87508

CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC

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HOME WARRANTY AGREEMENT TO ARBITRATE

REVISED 12/15/16

BINDING ARBITRATION

CLIENT INFORMATION

The parties to this agreement are the Claimant:

The Respondents are:

CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC (“CDRS”) shall serve as “Arbitrators(s)”. The Claimants and the Respondents hereinafter shall be referred to as “Parties”.

ENABLING AGREEMENT TO RESOLVE

The Parties have retained CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC, of Santa Fe, New Mexico to conduct arbitration for the purpose of settling the dispute(s) between the Parties.

The Parties recognize that if this agreement specifies non-binding arbitration, the Parties will have the option to accept the advisory opinion of the Arbitrator(s) or they will continue with a separate binding arbitration procedure or continue on with civil litigation involving a court proceeding whichever is specified in the construction contract or whichever procedure the Parties mutually accept or have agreed to for the final resolution of the dispute between the Parties.

The Parties recognize that if this agreement specifies binding arbitration, the Parties will have no choice but to accept the decision of the Arbitrator(s) as the final step in the resolution of this dispute between the Parties. The final award that is rendered by the Arbitrator(s) shall be binding on the Parties and is enforceable in a court of law. The arbitration Award may be appealed by any Party to the arbitration only according to the allowable reasons for appeal as specified in the local arbitration statutes in effect in the jurisdiction of the arbitration.

The Parties hereby authorize the Arbitrators and/or CDRS to schedule the arbitration to be conducted according to the appropriate “CDRS Arbitration Rules and Procedures” and the Federal Arbitration Act.

LEGAL AND PROFESSIONAL REPRESENTATION

The Parties acknowledge that they have been advised by CDRS and/or the arbitrator(s) that:

- i) They should each have separate legal representation and should consult privately with their respective attorneys for independent, legal advice. This advice may be necessary prior to signing this AGREEMENT TO ARBITRATE, NOTICE OF ARBITRATION or any other documents that may be completed and executed prior to the commencement of the arbitration process or at any time during or after the arbitration hearing.
- ii) Without review and advice by their own independent, legal counsel, they may be giving up legal rights to which they are entitled, or running risks of which they are not aware.
- iii) They should seek independent tax advice from their attorneys or other qualified tax advisors to assess any possible financial or tax consequences related to the issues involved in this arbitration proceeding.
- iv) Legal representation by an attorney is not required at the arbitration proceeding; however, it is advised that the Parties have an attorney present.

SCOPE AND AUTHORITY

The hearing will encompass all of the claims each of the Parties may have against the other, all such claims being reasonably known to the Parties at this time. The Parties will, at the conclusion of the hearing, after the Arbitrator(s) has rendered a final award, release each other totally from all claims pertaining to this dispute and each shall be stopped from asserting any other claims pertaining to this dispute in the future. If other disputes materialize during this arbitration process or after the final award is rendered upon the conclusion of this arbitration proceeding, the Parties may enter into a separate dispute resolution proceeding. They may not be added to this arbitration proceeding unless there is a total agreement between the Parties and the Arbitrator(s) to add those items to this arbitration.

The Arbitrator(s) authority shall be as stipulated in the Federal Arbitration Act and the CDRS Arbitration Rules and Procedures and as specified in other related CDRS arbitration documents as executed between the parties.

POSTPONEMENT AND CANCELLATION

Upon a request by a one or both of the Parties, the Arbitrator(s) shall determine if there is good cause or compelling circumstances that would merit a postponement or cancellation. Non-receipt of the properly executed required documents or of the initial filing fee or deposit by the due date may be considered cause for the CDRS to postpone or cancel the arbitration. Please refer to the CDRS website section "Fees and Costs" for standard cancellation and postponement terms. An arbitration that is postponed or cancelled less than seventy-two (72) hours prior to the scheduled arbitration is subject to an additional \$300.00 fee which is payable by the Party (or Parties) responsible for the postponement or cancellation.

COST OF ARBITRATION

As per the special discounted pricing provided for **Home Warranty Company** arbitrations, in addition to the **\$350.00 Filing Fee (\$600.00 in California and Maryland)**, CDRS will only charge a **fixed fee of \$600.00** for this arbitration process which should be all-inclusive and should cover the total costs of this single non-reasoned arbitration award. If the time spent by the arbitrator goes beyond the standard two hour time allotted for this Arbitration process, or if additional travel time is required of the arbitrator, additional fees may be charged. According to the terms and conditions of the **Home Warranty Company** Arbitration procedures, the homeowner may be responsible to first pay all costs for the arbitration including the filing fee and the direct fixed costs of the arbitration. The arbitrator, as part of the arbitration award, shall allocate the CDRS costs of the arbitration process including the filing fee as he/she feels to be appropriate between the claimants and respondent. The homeowner may receive a refund of all, part or none of the arbitration and filing fees. All direct expenses of the parties shall remain the responsibility of the parties such as: attorneys, inspectors, engineers, experts, etc.

This Agreement to Arbitrate, the required filing fee and arbitration deposit, payable to CDRS should be submitted to your Home Warranty Company. CDRS will commence the arbitration process upon receipt of the above and the case information packet from the Home Warranty Company.

The Parties will be given the opportunity to submit information for the Arbitrator to review prior to the arbitration hearing. A copy of that information must also be sent to the other party to this arbitration.

ACCEPTANCE

CLAIMENTS:

By: _____
Signature

Date: _____

By: _____
Signature

Date: _____

By: _____
Signature of Attorney for Claimant

Date: _____

RESPONDENTS:

By: _____
Signature

Date: _____

By: _____
Signature

Date: _____

By: _____
Signature of Attorney for Respondent

Date: _____