

# NORTHERN ILLINOIS HOME BUILDERS ASSOCIATION

## ARBITRATION RULES

SECTION ONE: AGREEMENT OF THE PARTIES AND ELIGIBILITY TO ARBITRATE: The parties shall be deemed to have made these Rules a part of their arbitration agreement whenever they have provided for arbitration under the Northern Illinois Home Builders Association, Inc. (herein called NIHBA) Arbitration Rules. These Rules and any amendment thereof shall apply in the form obtained at the time the arbitration is initiated. *In order for a matter to be eligible for arbitration by NIHBA; 1) the builder must have been a member of NIHBA in good standing at the time the contract was signed, and 2) the contract between the parties must specifically provide that “each party to this contract shall be entitled to all remedies available at law and/or in equity, as determined by the Arbitration Tribunal”.*

SECTION TWO: NAME OF TRIBUNAL. Any Tribunal constituted by the parties for the settlement of their dispute under these Rules shall be called the NIHBA Arbitration Tribunal, hereinafter called the Tribunal.

SECTION THREE: ADMINISTRATOR. When parties agree to arbitrate under these Rules, and an arbitration is initiated hereunder, they thereby constitute NIHBA the administrator of the arbitration. The authority and duties of the administrator are prescribed in these Rules.

SECTION FOUR: DELEGATION OF DUTIES. The duties of the NIHBA under these Rules may be carried out through Tribunal Administrators, or such other officers or committees as the NIHBA may direct.

SECTION FIVE: PANEL OF ARBITRATORS. The NIHBA shall establish and maintain a Panel of Construction Arbitrators, hereinafter called the Panel, and shall appoint an arbitrator or arbitrators therefrom as hereinafter provided. A neutral arbitrator selected by mutual choice of both parties or their appointees or appointed by the NIHBA, is hereinafter called the arbitrator, whereas an arbitrator selected unilaterally by one party is hereinafter called the party-appointed arbitrator. The term arbitrator may hereinafter be used to refer to one arbitrator or to a Tribunal of multiple arbitrators.

SECTION SIX: OFFICE OF TRIBUNAL. The general office of a Tribunal is the headquarters of the NIHBA, which may, however assign the administration of an arbitration to any other convenient location.

SECTION SEVEN: INITIATION UNDER AN ARBITRATION PROVISION IN A CONTRACT. Arbitration under an arbitration provision in a contract shall be initiated in the following manner:

The initiating party shall, within the time specified by the contract, if any, file with the other party a notice of an intention to arbitrate (Demand), which notice shall contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedy sought; and shall file two (2) copies of said notice together with two (2) copies of the arbitration provisions of the contract and the appropriate filing fee as provided in Section Forty-seven (47) hereunder at the Office of the NIHBA at 3695 S. Darlene Ct., Suite 102, Aurora, Illinois 60405, or such other address as may, from time to time, obtain.

The NIHBA shall give notice of such filing to the other party. A party upon whom the demand for arbitration is made may file an answering statement in duplicate with the NIHBA within seven (7) days after notice of the NIHBA, simultaneously sending a copy to the other party. If a monetary claim is made in the answer, the appropriate administrative fee provided in the Fee Schedule shall be forwarded to the NIHBA with the answer. If no answer is filed within the stated time, it will be treated as a denial of the claim. Failure to file an answer shall not operate to delay the arbitration.

SECTION EIGHT: CHANGE OF CLAIM OR COUNTERCLAIM. After filing of the claim or counterclaim, if either party desires to make any new or different claim or counterclaim, same shall be made in writing and filed with the NIHBA, and a copy thereof shall be mailed to the other party who shall have a period of seven (7) days from the date of such mailing within which to file an answer with the NIHBA. However, after the arbitrator is appointed no new or different claim or counterclaim may be submitted without the arbitrator's consent.

SECTION NINE: INITIATION UNDER A SUBMISSION. Parties to any existing dispute may commence an arbitration under these Rules by filing at the NIHBA General Office two (2) copies of a written agreement to arbitrate under these Rules (Submission), signed by the parties. It shall contain a statement of the matter in dispute, the amount of money involved, if any, and the remedy sought, together with the appropriate filing fee as provided in the Fee Schedule.

SECTION TEN: PRE-HEARING CONFERENCE. At the request of the parties or either party or the discretion of the NIHBA, a pre-hearing conference with the administrator and the parties or their counsel will be scheduled in appropriate cases to arrange for an exchange of information and the stipulation of uncontested facts so as to expedite the arbitration proceedings.

SECTION ELEVEN: JURISDICTIONAL HEARING. Any party to the Arbitration may, by written petition, seek a hearing before a Jurisdiction Panel for a determination of whether the matter filed with the NIHBA is a matter subject to arbitration by the NIHBA under the terms of the agreement of the parties. Any petition shall contain all of the reasons related thereto and shall be delivered to the other party and the NIHBA within 30 days following the date a Demand for arbitration has been filed with the other party. In the event no petition for a hearing before the Jurisdiction Panel is made within the 30 days allowed herein, then it shall be conclusively determined all parties have waived any challenge to whether the matter filed with the NIHBA is a matter subject to arbitration by the NIHBA. Any other party shall have 20 days following the date of its receipt of the petition, within which to deliver to the petitioner and the NIHBA a written response which shall contain all of the reasons relating to its position. Upon the expiration of the time frame for the response to be filed, the Jurisdictional Panel shall consider the petition and responses, if any have been timely filed and render its decision on the matter of jurisdiction by written notice to the parties. The determination of the Jurisdiction Panel shall be final and binding on the parties to the full extent permitted by law. The Jurisdiction Panel shall be a panel of the members of the NIHBA as appointed from time to time by the board of directors of the NIHBA and in the absence of any appointment, the panel shall be comprised of the Executive Committee of NIHBA.

SECTION TWELVE FIXING OF LOCALE. The parties may mutually agree on the locale where the arbitration is to be held. If any party requests that the hearing be held in a specific locale and

the other party files no objection thereto within seven (7) days after notice of the request is mailed to such party, the locale shall be the one requested. If a party objects to the locales requested by the other party, the NIHBA shall have power to determine the locale and its decision shall be final and binding.

SECTION THIRTEEN: QUALIFICATIONS OF ARBITRATOR. Any arbitrator appointed pursuant to Section Thirteen or Section Fifteen shall be neutral, subject to disqualification for the reasons specified in Section 18. If the parties directly appoint the arbitrator, as provided in Section Fourteen, or if the parties specifically agree in writing, such arbitrator shall not be subject to disqualification for said reasons.

SECTION FOURTEEN: APPOINTMENT FROM PANEL. In the event the parties do not appoint an arbitrator as provided in Section Fourteen then immediately after the filing of the Demand or Submission, the NIHBA shall submit simultaneously to each party to the dispute an identical list of names of persons chosen from the Panel. Each party to the dispute shall have seven (7) days from the mailing date in which to cross off any names to which it objects, number the remaining names indicating the order of preference, and return the list to the NIHBA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the NIHBA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the NIHBA shall have the power to make the appointment from other members of the Panel without the submission of any additional lists.

SECTION FIFTEEN: DIRECT APPOINTMENT BY PARTIES. If the agreement of the parties names an arbitrator or specifies a method of appointing an arbitrator, that designation or method shall be followed. The notice of appointment, with name and address of such arbitrator, shall be filed with the NIHBA by the appointing party. Upon the request of any such appointing party, the NIHBA shall submit a list of members from the Panel from which the party may make the appointment.

If the agreement specifies a period of time within which an arbitrator shall be appointed, any party fails to make such appointment within that period, the NIHBA shall make the appointment.

If no period of time is specified in the agreement, the NIHBA shall notify the parties to make the appointment and if within seven (7) days after mailing of such notice such arbitrator has not been so appointed, the NIHBA shall make the appointment.

SECTION SIXTEEN: APPOINTMENT OF ARBITRATOR BY PARTY-APPROVED ARBITRATORS. If the parties have appointed their party-appointed arbitrators or if either or both of them have been appointed as provided in Section Fourteen, and have authorized such arbitrator to appoint an arbitrator within a specified time and no appointment is made within such time or any agreed extension thereof, the NIHBA shall appoint an arbitrator who shall act as Chairperson.

If no period of time is specified for appointment of the third arbitrator and the party-appointed arbitrators do not make the appointment within seven (7) days from the date of the appointment of the last party-appointed arbitrator, the NIHBA shall appoint the arbitrator who shall act as Chairperson.

If the parties have agreed that their party-appointed arbitrators shall appoint the arbitrator from the Panel, the NIHBA shall furnish to the party-appointed arbitrators, in the manner prescribed in Section Thirteen, a list selected from the Panel, and the appointment of the arbitrator shall be made as prescribed in such Section.

SECTION SEVENTEEN: NUMBER OF ARBITRATORS. If the arbitration agreement does not specify or the parties are unable to agree as to the number of arbitrators, the dispute shall be heard and determined by three (3) arbitrators.

SECTION EIGHTEEN: NOTICE TO ARBITRATOR OF APPOINTMENT. Notice of the appointment of the arbitrator, whether mutually appointed by the parties or by the NIHBA shall be mailed to the arbitrator by the NIHBA, together with a copy of these Rules, and the signed acceptance of the arbitrator shall be filed prior to the opening of the first hearing.

SECTION NINETEEN: DISCLOSURE AND CHALLENGE PROCEDURE. A person appointed as neutral arbitrator shall disclose to the NIHBA any circumstances likely to affect his or her impartiality, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their counsel. Upon receipt of such information from such arbitrator or other source, the NIHBA shall communicate such information to the parties, and, if it deems it appropriate to do so, to the arbitrator and others. Thereafter, the NIHBA shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

SECTION TWENTY: VACANCIES. If any arbitrator should resign, die, withdraw, refuse, to be disqualified or be unable to perform the duties of office, the NIHBA shall, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these Rules and the matter shall be reheard unless the parties shall agree otherwise.

SECTION TWENTY-ONE: TIME AND PLACE. The arbitrator shall fix the time and place for each hearing. The NIHBA shall mail to each party notice thereof at least five (5) days in advance, unless the parties by mutual agreement waive such notice or modify the terms thereof.

SECTION TWENTY-TWO: REPRESENTATION OF COUNSEL. Any party may be represented by counsel. A party intending to be so represented shall notify the other party and the NIHBA of the name and address of counsel at least three (3) days prior to the date set for the hearing at which counsel is first to appear. When an arbitration is initiated by counsel, or where any attorney replies for the other party, such notice is deemed to have been given.

SECTION TWENTY-THREE: STENOGRAPHIC RECORD. The NIHBA shall make the necessary arrangements for the taking of a stenographic record whenever such record is requested by a party. The requesting party or parties shall pay the cost of such record as provided in Section Forty-Nine.

SECTION TWENTY-FOUR: INTERPRETER. The NIHBA shall make the necessary arrangements for the services of an interpreter upon the request of one or both parties, who shall assume the cost of such services.

SECTION TWENTY-FIVE: ATTENDANCE AT HEARINGS. Persons having a direct interest in the arbitration are entitled to attend hearings. The arbitrator shall otherwise have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any other persons.

SECTION TWENTY-SIX: ADJOURNMENTS. The arbitrator may adjourn the hearing, and must make such adjournment when all parties agree hereto.

SECTION TWENTY-SEVEN: OATHS. Before proceeding with the first hearing or with the examination of the file, each arbitrator may take an oath of office, and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person or, if required by law or demanded by either party, shall do so.

SECTION TWENTY-EIGHT: MAJORITY DECISION. Whenever there is more than one arbitrator, all decisions of the arbitrators must be by at least a majority. The award must also be made by at least a majority unless the concurrence of all is expressly required by the arbitration agreement or by law.

SECTION TWENTY-NINE: ORDER OF PROCEEDINGS. A hearing shall be opened by the filing of the oath of the arbitrator, where required, and by the recording of the place, time and date of the hearing, the presence of the arbitrator and parties, and counsel, if any, and by the receipt by the arbitrator of the statement of the claim and answer, if any.

The arbitrator may, at the beginning of the hearing, ask for statements clarifying the issues involved.

The complaining party shall then present its claims, proofs and witnesses, who shall submit to questions or other examination. The defending party shall then present its defenses, proofs and witnesses, who shall submit to questions or other examination. The arbitrator may vary this procedure but shall afford full and equal opportunity to the parties for the presentation of any material or relevant proofs.

Exhibits, when offered by either party, may be received in evidence by the arbitrator.

The names and addresses of all witnesses and exhibits in order received shall be made a part of the record.

SECTION THIRTY: ARBITRATION IN THE ABSENCE OF A PARTY. Unless the law provides to the contrary, the arbitration may proceed in the absence of any party, who, after due notice fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a party. The arbitrator shall require the party who is present to submit such evidence as deemed necessary for the making of an award.

SECTION THIRTY-ONE: EVIDENCE. The parties may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. An arbitrator authorized by law to subpoena witnesses or documents may

do so upon the request of any party or independently. The arbitrator shall be the judge of the admissibility of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where any of the parties is absent in default or has waived his or her right to be present.

SECTION THIRTY-TWO: EVIDENCE BY AFFIDAVIT AND FILING OF DOCUMENTS.

The arbitrator may receive and consider the evidence of witnesses by affidavit, giving it such weight as seems appropriate after consideration of any objections made to its admission.

All documents not filed with the arbitrator at the hearing, but arranged for at the hearing or subsequently by agreement of the parties, shall be filed with the NIHBA for transmission to the arbitrator. All parties shall be afforded opportunity to examine such documents.

SECTION THIRTY-THREE: INSPECTION OR INVESTIGATION. An arbitrator finding it necessary to make an inspection or investigation in connection with the arbitration, shall direct the NIHBA to so advise the parties. The arbitrator shall set the time and the NIHBA shall notify the parties thereof. Any party who so desires may be present at such inspection or investigation. In the event that one or both parties are not present at the inspection or investigation, the arbitrator shall make a verbal or written report to the parties and afford them an opportunity to comment.

SECTION THIRTY-FOUR: CONSERVATION OF PROPERTY. The arbitrator may issue such orders as may be deemed necessary to safeguard the property which is the subject matter of the arbitration without prejudice to the rights of the parties or to the final determination of the dispute.

SECTION THIRTY-FIVE: CLOSING OF HEARINGS. The arbitrator shall specifically inquire of the parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare the hearings closed and a minute thereof shall be recorded. If briefs are to be filed, the hearings shall be declared closed as of the final date set by the arbitrator for the receipt of briefs. If documents are to be filed as provided for in Section Thirty-One and the date set for their receipt is later than that set for the receipt of the briefs, the later date shall be the date of closing the hearing. The time limit within which the arbitrator is required to make an award shall commence to run in the absence of other agreements by the parties, upon the closing of the hearings.

SECTION THIRTY-SIX: REOPENING OF HEARINGS. The hearings may be reopened by the arbitrator at will, or upon the application of a party at any time before the award is made. If the reopening of the hearing would prevent the making of the award within the specific time agreed upon by the parties in the contract out of which the controversy has arisen, the matter may not be reopened, unless the parties agree upon the extension of such time limit. When no specific date is fixed in the contract, the arbitrator may reopen the hearings, and the arbitrator shall have thirty (30) days from the closing of the reopened hearings within which to make an award.

SECTION THIRTY-SEVEN: WAIVER OF ORAL HEARINGS. The parties may provide, by written agreement, for the waiver of oral hearings. If the parties are unable to agree as to the procedure, the NIHBA shall specify a fair and equitable procedure.

SECTION THIRTY-EIGHT: WAIVER OF RULES. Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state an objection thereto in writing, shall be deemed to have waived the right to object.

SECTION THIRTY-NINE: EXTENSION OF TIME. The parties may modify any period of time by mutual agreement. The NIHBA for good cause may extend any period of time established by these Rules, except the time for making the award. The NIHBA shall notify the parties of any such extension of time and its reason thereof.

SECTION FORTY: COMMUNICATION WITH ARBITRATOR AND SERVING OF NOTICES. There shall be no communication between the parties and an arbitrator other than at oral hearings. Any other oral or written communications from the parties to the arbitrator shall be directed to the NIHBA for the transmittal to the arbitrator.

Each party to an agreement which provides for arbitration under these Rules shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgment on any award made thereunder may be served upon such party by mail addressed to such party or its attorney at the last known address or by personal service, within or without the state wherein the arbitration is to be held (whether such party be within or without the United States of America)), provided that reasonable opportunity to be heard with regard thereto has been granted such party.

SECTION FORTY-ONE: TIME OF AWARD. The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties, or specified by law, not later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, from the date of transmitting the final statements and proofs to the arbitrator.

SECTION FORTY-TWO: FORM OF AWARD. The award shall be in writing and shall be signed either by the sole arbitrator or by at least a majority if there be more than one. It shall be executed in the manner required by law.

SECTION FORTY-THREE: SCOPE OF AWARD. The arbitrator may grant any remedy or relief which is just and equitable and within the terms of the agreement of the parties. The arbitrator, in the award, shall assess arbitration fees and expenses as provided in Sections Forty-Seven and Forty-Nine equally or in favor of any party and, in the event any administrative fees or expenses are due the NIHBA, in favor of the NIHBA.

SECTION FORTY-FOUR: AWARD UPON SETTLEMENT. If the parties settle their dispute during the course of the arbitration, the arbitrator, upon their request may set forth the terms of the agreed settlement in an award.

SECTION FORTY-FIVE: DELIVERY OF AWARD TO PARTIES. Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the NIHBA, addressed to such party or its attorney at the last known address or by personal service, within or without the state within the arbitration is to be held (whether such party be within or without the United States of America), provided that reasonable opportunity to be heard with regard thereto has been granted such party.

SECTION FORTY-SIX: RELEASE OF DOCUMENTS FOR JUDICIAL PROCEEDINGS.

The NIHBA shall, upon the written request of a party, furnish to such party, at its expense, certified facsimiles of any papers in the NIHBA's possession that may be required in judicial proceedings relating to the arbitration.

SECTION FORTY-SEVEN: APPLICATIONS TO COURT. No judicial proceedings by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.

The NIHBA is not a necessary party in judicial proceedings relating to the arbitration.

Parties to the Rules shall be deemed to have consented that judgment upon the award rendered by the arbitrator(s) may be entered in any Federal or State Court having jurisdiction thereof.

SECTION FORTY-EIGHT: ADMINISTRATIVE FEES. As a non-profit organization, the NIHBA shall prescribe an administrative fee schedule and a refund schedule to compensate it for the cost of providing administrative services. The schedule in effect at the time of filing or the time of refund shall be applicable.

The administrative fees shall be advanced by the initiated party or parties in accordance with the administrative fee schedule, subject to final apportionment by the arbitrator in the award.

When a matter is withdrawn or settled, the refund shall be made in accordance with the refund schedule.

The NIHBA, in the event of extreme hardship on the part of any party, may defer or reduce the administrative fee.

SECTION FORTY-NINE: FEE WHEN ORAL HEARINGS ARE WAIVED. Where all oral hearings are waived under Section Thirty-Six (36) the Administrative Fee Schedule shall apply.

SECTION FIFTY: EXPENSES. The expenses of witnesses for either side shall be paid by the party producing such witnesses.

The cost of the stenographic record, if any, is made, and all transcripts thereof, shall be prorated equally between the parties ordering copies unless they shall otherwise agree and shall be paid for by the responsible parties directly to the reporting agency.

All other expenses of the arbitration, including required traveling and other expenses of the arbitrator and of NIHBA representatives, and the expenses of any witness or the cost of any proofs produced at the direct request of the arbitrator shall be borne equally by the parties, unless they agree otherwise, or unless the arbitrator in the award assesses such expenses or any part thereof against any specified party or parties.

SECTION FIFTY-ONE: ARBITRATOR'S FEES. Unless the parties agree to terms of compensation, members of the Panel will serve without compensation for the first two (2) days of service.

Thereafter, unless the parties agree to the terms of compensation of the arbitrators, compensation shall be based upon the amount of service involved and the number of hearings. An appropriate daily rate and other arrangements will be discussed by the administrator with the parties and the arbitrator(s). If the parties fail to agree to the terms of compensation, an appropriate rate shall be established by the NIHBA, and communicated in writing to the parties.

Any arrangement for the compensation of an arbitrator shall be made through the NIHBA and not directly by the arbitrator with the parties. The terms of compensation of neutral arbitrators on a Tribunal shall be identical.

SECTION FIFTY-TWO: DEPOSITS. The NIHBA may require the parties to deposit in advance such sums of money as it deems necessary to defray the expense of the arbitration, including the arbitrator's fee, if any, and shall render an accounting to the parties and return any unexpended balance.

SECTION FIFTY-THREE: INTERPRETATION AND APPLICATION OF RULES. The arbitrator shall interpret and apply these Rules insofar as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of any such Rules, it shall be decided by a majority vote. If that is unobtainable, either an arbitrator or a party may refer the question to the NIHBA for final decision. All other Rules shall be interpreted and applied by the NIHBA.

## **ADMINISTRATIVE FEE SCHEDULE**

A filing fee of Seven Hundred and Fifty and NO/100-Dollars \$750 will be paid at the time the case is initiated.

The balance of the administrative fee of the NIHBA is based upon the amount of each claim and counterclaim as disclosed when the claim and counterclaim are filed, and is due and payable prior to the notice of appointment of the neutral arbitrator.

AMOUNT OF CLAIM OR COUNTERCLAIM	FEE FOR CLAIM OR COUNTERCLAIM
Up to \$10,000	Minimum - \$750
\$10,000 to \$25,000	\$750 plus 4% of excess over \$10,000
\$25,000 to \$100,000	\$1,350 plus 3% of excess over \$25,000
\$100,000 to \$200,000	\$3,600 plus 2% of excess over \$100,000
Over \$200,000	\$5,600 plus 1% of excess over \$200,000

### **OTHER SERVICE CHARGES**

\$250 payable by a party causing an adjournment of any scheduled hearing;

\$500 payable by a party causing a second or additional adjournment of any scheduled hearing;

\$750 payable by each party for each second and subsequent hearing which is clerked by the NIHBA.

Any hearing or conference in excess of four hours, including the inspection, if any, will be billed at \$150 per hour. The fee shall be allocated between the parties by the panel at its sole discretion, and the panel's determination shall be final.

Builders who are party in an arbitration more than two times per calendar year must pay a fee of \$1,500 for each subsequent hearing in any calendar year. This fee applies regardless if Builder is Complainant or Respondent. This fee may be waived upon application to and approval by the NIHBA's Executive Committee.

### **REFUND SCHEDULE**

If the NIHBA is notified a case has been settled or withdrawn before it mails a notice of appointment to a neutral arbitrator, all of the fee in excess of \$750 will be refunded.

If the NIHBA is notified a case is settled or withdrawn thereafter but at least 48 hours before the date and time set for the first hearing, three-quarters of the fee in excess of \$750 will be refunded.

9/05

**Northern Illinois Home Builders Association Dispute Resolution Program  
Complaint and Demand for Arbitration**

**Party Initiating Complaint-Complainant**

Name _____		
Address _____		
City _____	State _____	Zip _____
Home Phone _____	Work Phone _____	
<b>If you are represented by legal counsel—your attorney's name &amp; firm:</b>		
Name _____		
Firm Name _____		
Firm's Address _____		
City _____	State _____	Zip _____
Telephone _____	Fax _____	

**Address/Location of Property that is Basis of Dispute (if different from above)**

Street (or Lot #) _____	Subdivision _____
Address _____	

**Builder or Buyer Against Whom Complaint is Made—Respondent**

Building Company _____	Builder's Name _____	
Buyer Name(s) _____		
City _____	State _____	Zip _____
Home Phone _____	Office Phone _____	Fax _____
Date Sale Closed or Construction Completed _____	Date of Initial Contact Regarding Complaint _____	
Person to Whom Complaint was Communicated _____		

Has any legal action been initiated?     Yes     No

In what county? \_\_\_\_\_ Date \_\_\_\_\_ Status \_\_\_\_\_

**Is there an Arbitration Clause in your contract authorizing NIHBA to administer an arbitration? Please include copy of contract with this Demand for Arbitration.**

Yes     No    Date of Contract \_\_\_\_\_

**Describe in detail the nature and chronology of the dispute. Attach copies of all contracts correspondence, punch lists, warranties, receipts, work estimates, etc., that will support your claims. You may describe the dispute in an accompanying letter or written statement if you wish.**

**Total Dollar Value of Your Claim(s) \$ \_\_\_\_\_**

**What do you seek as a remedy or relief? (a dollar amount or specific work by Respondent)**

**Signature \_\_\_\_\_**

**Northern Illinois Home Builders Association  
3695 Darlene Ct. • Suite 102  
Aurora, IL 60504  
Tel: (630) 978-9000 • Fax: (630) 978-9100**