

NARI Milwaukee Disagreement Resolution Overview and Procedure

Introduction

The core purpose of the National Association of the Remodeling Industry (NARI) Milwaukee Chapter is to advance and promote the remodeling industry's professionalism, product and vital public purpose. As a core value for over 60 years, NARI is committed to being professional: ethical, honest and committed to high standards. NARI Milwaukee is governed by its Bylaws which represent an agreement between the organization and its members. In addition, NARI has a Code of Ethics and Standards of Practice to which its members voluntarily subscribe. This disagreement procedure was established to assist NARI Milwaukee and its members to uphold the integrity of its Bylaws, NARI Code of Ethics, Standards of Practice and the Quality Standards for Construction and Remodeling Industry as written by industry partner the Metropolitan Builders Association.

The NARI Milwaukee Disagreement Procedure was developed by the NARI Milwaukee Bylaws & Ethics Committee with assistance from staff, arbitration professionals and legal counsel and approved by the NARI Milwaukee Board of Directors.

Why NARI Milwaukee Disagreement Procedure

While the vast majority of remodeling projects have successful outcomes, occasionally, disagreements develop between the homeowner and the contractor, and it is important to resolve them quickly and cost effectively. NARI Milwaukee recommends that parties continue to attempt direct negotiations to resolve their concerns, but if initial negotiations fail, the NARI Milwaukee Disagreement Process provides both parties with a fair and cost-effective mediation and arbitration of their dispute over construction outcomes. The procedure does not address collection or pricing disputes. Whether NARI Milwaukee mediation/arbitration is required in the contract, or the parties agree to mediate/arbitrate by signing NARI Milwaukee's Disagreement Resolution Agreements, mediation/arbitration should be considered as an option to disagreement resolution.

The NARI Milwaukee Disagreement Procedure shall be followed in cases of a disagreement involving a NARI Milwaukee member at the time of contract who is still a current member brought forth from either the member or consumer; or a NARI Milwaukee member at the time of contract who is no longer a member brought forth by the consumer to NARI Milwaukee following its rules, processes and procedures as outlined herein.

NARI's dispute resolution process is governed by Wisconsin Law, as modified by NARI Milwaukee's rules, processes and procedures. The process typically takes a few months and is intended to be timely and efficient while being less expensive than the traditional legal process.

What is Mediation

Mediation is a process in which parties submit their dispute over a construction outcome to a neutral third-party volunteer member of NARI Milwaukee (the mediator(s)) who works with the parties to reach a voluntary settlement of their dispute. Mediation is an extension of the negotiation process to settle factual points of disagreement over construction outcomes. Mediators do not have the authority to decide issues for the parties, consider putative or consequential factors, decide who is right or wrong or on matters of ethical conduct. They are knowledgeable

with industry standards of practice and simply assist the parties in reaching an acceptable settlement by uncovering the motivations and concerns of the parties in an effort to find a basis for resolving the parties' dispute. It is the mediator's neutrality and industry experience that frequently enables him or her to move beyond the posturing and emotional reaction of the parties so that their true concerns can be addressed.

Benefits of Mediation

The benefits of successful mediation resulting in a settlement vary depending on the needs and interests of the parties. The most common advantages are:

- Parties are directly involved in negotiating the settlement – it is not decided for them.
- The mediator(s), as a neutral third-party volunteer member of NARI Milwaukee, can view the dispute objectively and can assist the parties in exploring alternatives that they might not have considered on their own.
- Mediation is a confidential process with no public record of the proceedings.
- Because mediation can be scheduled early in the process, a settlement can be reached much more quickly than in litigation.
- Parties save money and time. Mediation reduces legal costs, especially costs associated with discovery and trial preparation.
- Creative solutions or accommodations can become a part of the settlement.
- Because the parties work together on a resolution, they enhance the possibility of continuing their business relationship with each other.

Who are NARI Milwaukee Mediators?

NARI Milwaukee volunteer members will be assigned to the case as mediators. Pending the subject matter(s) involved in the disagreement, NARI Milwaukee may assign additional mediators. To serve as a NARI Milwaukee volunteer mediator they must agree to be fair, neutral and impartial. Mediators must disclose any relationship with the parties, their attorneys or others involved in the case, such as witnesses, or other contractors called in for opinions or estimates. The mediator must disclose any conflicts of interests and recuse themselves in the event of conflict. NARI Milwaukee can also decide to recuse a member at any time, if they believe a conflict is present. Failure to disclose a conflict jeopardizes the mediator's membership to NARI Milwaukee. This assures the parties that the mediator is neutral.

Mediators must disclose any actual or potential conflicts of interest known to the mediator(s) at the time the case is presented and at any time during the case as information is further disclosed. If during the case, a possible actual or potential conflict of interest arises, the mediator has the option to present the information to both parties who can waive such conflict and proceed. Otherwise, the mediator will be replaced.

Mediators have relevant industry business and/or professional credentials such as experience, certification or licenses. They have continuing education achievements, a positive reputation in the association and a commitment to serve the association and the public. NARI Milwaukee mediators are volunteers and receive no fee for their services. They are rewarded by upholding the professionalism and standards of NARI and the remodeling industry and knowing that their efforts have resulted in an amicable settlement that would have cost substantial time and money had it been litigated.

Should a mediator become unwilling or able to serve for any reason, the Bylaws & Ethics Committee shall appoint a new mediator.

Mediators are not legal representatives of NARI Milwaukee, the consumer or contractor.

What is Arbitration

Once mediation has been terminated, the process moves to arbitration to a panel of impartial persons for a final and binding decision. Unlike mediation where the parties are involved in creating the resolution, in arbitration the resolution is made for the parties. Like mediation it is designed to be informal, timely, practical and another less expensive option compared to litigation. An important feature of arbitration is that it is informal. The procedure is relatively simple: legal rules of evidence are not applicable; there is no motion practice or court conference; there is no requirement for transcripts of the proceedings or for written opinions of the arbitrators. Although there is no formal discovery process, the rules allow the arbitration team to review the original submitted disagreement and response. No evidence, material or verbal, from the mediation is submitted, reviewed or considered. Arbitration is designed to be private, having no public record of the dispute or of the facts presented in resolving the dispute. The final decision is based on the facts of the construction outcome as presented by the parties, can be monetary in nature and does not consider putative or consequential factors, decide who is right or wrong or on matters of ethical conduct.

Benefits of Arbitration

The benefits of arbitration resulting in a settlement vary depending on the needs and interests of the parties. The most common advantages are:

- Arbitration is a private confidential process with no public record of the proceedings.
- The process is timely with hearings scheduled as soon as mediation is terminated, and the neutral third-party presider is selected by the parties. In addition, there is no extensive discovery process. Hearings are set for two hours.
- An outside third-party expert neutral presides over the arbitration (arbitrator) along with minimum two NARI Milwaukee volunteer members who are industry subject matter experts (professionals).
- Because of the limited discovery and informal hearing procedures, as well as the expedited nature of the process, the parties save on legal fees and transactional costs.
- In most instances, litigation between professionals and their clients destroys the working relationship. Arbitration is less adversarial, and because of its informal nature, it is more likely that the parties will be able to continue their business relationship.

Who are NARI Milwaukee Arbitrators and Professionals?

The dispute shall be led and decided by one third-party mutually agreeable neutral party to preside over arbitration known as the arbitrator.

NARI Milwaukee will submit a selection of five (5) third-party neutrals to each party from which the parties shall have ten (10) business days to select a mutually acceptable presiding arbitrator. Each party will rank their selection first preferred choice to fifth preferred choice with the option to strike two. The combined highest ranking of the neutral professional shall preside. Rankings must be submitted to NARI Milwaukee who will then tally the scores. The arbitrator with the lowest score will be invited to serve as the presiding arbitrator.

Any party not returning the presiding arbitrator selection form by the stated deadline agrees all neutral third-party arbitrator options are equal and they are forfeiting their selection. They approve of the of the lowest ranked presiding arbitrator by the other party. Should neither party return the form, both parties agree all neutral third-party arbitrator options are equal and they are forfeiting their selection to NARI Milwaukee who shall randomly select the presiding arbitrator from the list submitted to the parties.

If for any reason the selected arbitrator should be unable to perform the duties of the office, NARI Milwaukee will move to the second lowest score from the neutrals previously ranked on the list submitted by the parties. In the case of no selection, NARI Milwaukee will randomly select an arbitrator from the list.

In addition, minimum two (2) NARI Milwaukee volunteer members will be assigned to the case as part of an arbitration panel known as professionals. Professionals have relevant industry business and/or professional credentials such as certification or licenses. They have continuing education achievements, a positive reputation in the association and a commitment to serve the association and the public. NARI Milwaukee professionals are volunteers and receive no fee for their services. They are rewarded by upholding the professionalism and standards of NARI and the remodeling industry and knowing that their efforts have resulted in a settlement that would have cost substantial time and money had it been litigated. If for any reason an appointed professional should be unable to perform the duties of the office, the professional shall be replaced by NARI Milwaukee. NARI Milwaukee can also decide to recuse a professional at any time, if they believe a conflict is present. Failure to disclose any potential conflict jeopardizes the professional's membership to NARI Milwaukee. This assures the parties that the professionals are neutral.

To serve as a NARI Milwaukee arbitrator or professional the arbitrator and professional must agree to be fair, neutral and impartial. Arbitrators and professionals must disclose any relationship with the parties, their attorneys or others involved in the case, such as witnesses or other contractors called in for opinions or estimates. The arbitrator and professional must disclose any conflicts of interests and recuse themselves in the event of conflict.

Arbitrators and professionals are not legal representatives of NARI Milwaukee, the consumer or member. NARI Milwaukee reserves the right to have its staff, members of the Bylaws & Ethics committee or Board of Directors observe the arbitration proceedings.

Mediation and Arbitration Fees

There is a \$600.00 non-refundable mediation service fee for both the consumer and contractor. The service fee covers, but not limited to, consultation on the disagreement process, receipt and acknowledgement of disagreement and response, preparation of disagreement for the Bylaws & Ethics Committee and mediator(s), management and facilitation of the process, correspondence, meeting scheduling, onsite project review and informal resolution consultation, execution of mediated settlement or engagement in the arbitration process.

There is a \$1,350.00 arbitration service fee for both the consumer and contractor. The service fee covers, but not limited to, consultation on the disagreement process, receipt and acknowledgement of terminated mediation, preparation of disagreement for the NARI Milwaukee assigned professionals and outside neutral third-party arbitration presider, management and facilitation of the process, correspondence, meeting scheduling, execution of arbitration decision.

The total fee of \$1,950.00, must be submitted with the disagreement resolution packet and/or disagreement response. Checks are to be payable to NARI Milwaukee.

The arbitration fee of \$1,350.00 for the consumer and contractor, shall be returned to each party if the matter is settled prior to the onsite consultation, at the onsite consultation or during formal mediation through a signed settlement agreement by both parties.

Once mediation is terminated by NARI Milwaukee Mediator(s) for failure of the parties to reach a mutual settlement, the arbitration fee is non-refundable and not awarded back to either party in the final decision.

NARI Milwaukee at its sole discretion has the right to charge both parties accordingly for excess travel fees at prevailing mileage rates to project location. See Arbitration Rules for any potential additional fees associated with the process.

Each party is responsible for their respective expenses associated with the disagreement resolution process including but not limited to time off work, travel, attorney fees, etc. Once the process starts it does not conclude until there is a settlement agreement either by the parties or as deemed by the arbitrator.

Moving from Mediation to Arbitration

Once onsite consultation and if applicable mediation at the NARI office have been terminated because the parties were unable to reach a resolution, the parties agree the process automatically moves to arbitration to a panel of impartial persons for a final and binding decision on the disagreement. The mediation shall be terminated by:

- The execution of a settlement agreement by the parties to which the matter is closed.
- A written or verbal declaration by the mediator(s) to the effect that further efforts at mediation would not contribute to a resolution of the parties' dispute.
- A written declaration of all parties to the effect that the mediation proceedings are terminated and the matter is moving to arbitration.

Arbitration provides a final and binding resolution of the parties' conflicts regarding construction outcomes. Court intervention and review are limited by applicable Wisconsin state or federal arbitration laws; award enforcement is facilitated by those same laws.

Disagreement Resolution Process and Procedures

The NARI Milwaukee Disagreement Process can be performed under two scenarios. If the contractor was a NARI Milwaukee member at the time of contract and is still a current NARI Milwaukee member, then the process can be initiated by either party. Only one party can submit to start the process and the other party will be given the opportunity to respond. If the contractor was a NARI Milwaukee member at the time of contract and no longer a NARI Milwaukee member the process can only be initiated by the consumer and the contractor will be given the opportunity to respond. NARI Milwaukee will not hear cases if the contractor was not a member at the time of contract as solely determined by NARI Milwaukee. Consumers are encouraged to confirm membership status at the time of contract and currently with the NARI Milwaukee office prior to

submission. Should the contractor's membership terminate during the disagreement process, NARI Milwaukee retains sole discretion in how or if the case will proceed.

Before entering into NARI Milwaukee's Disagreement Resolution Process, consumers are required to attempt to resolve contractor construction outcomes through good faith negotiations and the Wisconsin Right to Cure law. The Right to Cure law requires that a consumer notify their contractor of any alleged construction defects and provide the contractor with an opportunity to repair the defects or pay a monetary settlement. NARI Milwaukee will only provide resolution services after the parties have attempted to resolve their disputes under the Right to Cure law and have failed. Proof required. The disagreement resolution process does not address collection or pricing issues.

Regardless if the contract between both parties has NARI Milwaukee disagreement process listed in the dispute resolution clause, has no dispute resolution clause or the parties have agreed to use the NARI Milwaukee Disagreement Resolution Process instead of the originally agreed upon dispute resolution clause, a NARI Milwaukee Disagreement Resolution Agreement must be signed by both parties to proceed.

Preparation/Submission of Disagreement

NARI Milwaukee will provide to the submitting party a Disagreement Resolution Packet as follows:

- Wisconsin's Right to Cure Law brochure – proof of completion required*
- Disagreement Resolution Overview and Procedure – process explanation (this document)
- Remodeling/Service Project Information form*
- Request for a specific list of factual construction outcomes and reasonable proposed resolutions*
- Arbitration Rules
- Disagreement Resolution Agreement*
- Escrow Agreement*

All items noted with an "*" must be completed in full, signed accordingly and *seven (7) physical copies submitted along with an electronic copy via email or thumb drive*. In addition, please submit seven (7) physical copies and electronic copies of:

- Any and all project documents including, but not limited to, contract(s) and/or agreements(s), terms and conditions, scope of work, drawings, specifications, change orders, etc.
- Any additional key correspondence related to the project disagreement. Correspondence must reveal both sides of the conversation not just one side. This should be specific and very brief. Please be respectful of volunteers' time to read all these materials.

A completed submission and/or response includes noted forms and must include the following:

- The disagreement resolution fee in the amount of \$1,950.00. Please make the check payable to NARI Milwaukee. The fee is applicable to both parties involved.
- If the consumer is withholding funds from the contractor, that amount must also be submitted upon signing and returning the completed packet. This check should be made out to von Briesen & Roper, s.c. Client Trust Account – NARI. Funds will be held in escrow until resolution.

The disagreement and/or response including all applicable funds should be forwarded to:

NARI Milwaukee
Attention: Disagreement Resolution
11815 West Dearbourn Avenue
Wauwatosa, WI 53226

Once the disagreement is submitted, the packet is reviewed for completeness. If not complete the packet will be returned to the submitting or responding party as applicable to be completed before proceeding. Additional copies of the disagreement may be requested at the submitting parties or responding parties' expense as applicable. Once the completed disagreement is submitted, additional disagreement points and/or construction outcome concerns cannot be added, however concerns may be withdrawn at any time.

Response to Disagreement

To ensure due process, a copy of the disagreement will be forwarded to the other party. The responding party will be required to respond to the complaint in writing within twelve (12) business days of the date the disagreement was sent by NARI Milwaukee. The response must clearly address the construction outcome allegations in detail and provide appropriate supporting documentation when necessary. The response must be complete, signed, include all applicable fees and submitted to NARI Milwaukee as stated above. If the responding party does not respond in writing by the date noted, the Bylaws & Ethics Committee may enter a default judgment against you. The Bylaws & Ethics Committee decision is final and binding on both parties.

Bylaws & Ethics Committee Review

If the matter is resolved by both parties at any time, both parties will receive a letter of acknowledgement by NARI Milwaukee and a record of the disagreement will be archived.

The disagreement and the response will be forwarded to the Bylaws & Ethics Committee. At its next regularly scheduled monthly meeting (subject to change or postponement), the Bylaws & Ethics Committee will review the disagreement and the response. The committee may recommend a course of action for the parties involved, may dismiss the case and/or may request either party to seek further action by additional outside third-party (e.g., state licensing/registration body, Consumer Affairs Bureau, Better Business Bureau, civil court, etc.). If the committee decides to accept the case, it will move to onsite consultation and/or mediation and applicable mediator(s) shall be assigned. The final recommendation of the Bylaws & Ethics Committee will be conveyed to both parties in writing.

Because both parties have voluntarily and mutually agreed to engage in a third-party disagreement resolution, NARI Milwaukee respectfully asks both parties to refrain from any public online, social media, print or broadcast reviews, ratings, comments or any other public commentary about either party, the situation/disagreement, NARI Milwaukee or NARI Milwaukee's released parties (see Exclusion of Liability) until the entire process is complete with a binding resolution. The purpose of third-party engagement is to resolve the situation and not create further concerns, issues and tensions between all parties.

Mediation Process

The mediation team will review the submitted disagreement and response. They will contact both parties to discuss the disagreement and develop an understanding of the parties' concerns and desired outcome. Again, mediation is an extension of the negotiation process to settle factual construction outcomes. Mediators do not decide issues for the parties, consider putative or consequential factors, decide who is right or wrong or on matters of ethical conduct.

If deemed applicable, the mediators will set a date and time to view the project site of the contracted work to understand the construction outcome concerns and overall project in disagreement. Mediators have the right based on the list of concerns to hold mediation at the NARI Milwaukee office versus at the project site. Regardless of location, both parties must make accommodations to be present during the entire onsite consultation and office mediation and have the appropriate representatives having authority to consummate a settlement present. Onsite, the mediator(s) will then informally consult with the parties talking through the stated concerns for both parties to obtain a voluntary, mutually acceptable decision. All parties must be prepared for engaging in professional, factual, meaningful and productive conversations, willingness to explore a variety of possible solutions and offer reasonable proposals in the interest of resolution. Again, we ask for respect of volunteers' time and that each party please be prepared.

Because the process is informal and consultative in nature, designed for the two parties to work out their differences through facilitation, legal counsel of either party is discouraged at the onsite consultation or office mediation. Any person that is not legally bound by the agreement requested to attend the onsite/office mediation must be submitted in writing to NARI Milwaukee at least seven (7) business days in advance of the meeting. It shall be at the sole discretion of the mediator(s) to determine attendance of any other person at the meeting and has the right to dismiss any person during the meeting not having direct interest. Discussions and decisions are only between those legally bound by the agreement and/or those named and signed on the contract between consumer and contractor (party with direct interest).

The length of the onsite consultation will vary based upon scope of project, list of concerns and the ability of the parties to work through a voluntary settlement. Mediators do not decide issues for the parties, consider putative or consequential factors, decide who is right or wrong or on matters of ethical conduct. The more prepared the parties are to negotiate the faster the process. The mediators have sole discretion to terminate the consultation at any time. All parties must be prepared to be present the entire time. If a resolution is reached at the consultation, a settlement agreement will be immediately drafted at the time and signed by both parties that will be binding on the parties. Any financial transactions shall be sent to the NARI Milwaukee office who shall provide it to the appropriate party. If a resolution is not reached, all discussions are discontinued, any proposed resolutions are discarded, and the process moves to formal mediation at the NARI office. Any questions or further communication by either party regarding the process must be directed to the NARI Milwaukee office.

Formal Mediation will be held at the NARI Milwaukee office on a date and time determined by the mediator(s) who at NARI Milwaukee's discretion may not be the same individuals who attended the onsite consultation. Mediation will be scheduled for one hour and both parties must make accommodations to be present during the entire meeting and have the appropriate representatives having authority to consummate a settlement present. The mediator(s) will then help the parties independently talk through the specific submitted concerns for both parties to obtain a voluntary, mutually acceptable decision. Mediators can make oral or written recommendations for settlement to assist in a resolution. Mediators do not decide issues for the parties, consider putative or consequential factors, decide who is right or wrong or on matters of ethical conduct.

All parties must be prepared for engaging in professional, factual, meaningful and productive conversations, willingness to explore a variety of possible solutions and offer reasonable proposals in the interest of resolution. Please be prepared to settle the matter keeping in mind arbitration will incur both parties' additional expense. Because the process is informal, designed for the two parties to work out their differences through facilitation, legal counsel of either party is discouraged at the mediation. Any person that is not legally bound by the agreement requested to attend the mediation must be submitted in writing to NARI Milwaukee at least seven (7) business days in advance of the mediation. It shall be at the sole discretion of the mediator(s) to determine attendance of any other person at the mediation and has the right to dismiss any person during the mediation not having direct interest. Discussions and decisions are only between those legally bound by the agreement and/or those named and signed on the contract between consumer and contractor (party with direct interest).

The sole intent of mediation is to formulate a voluntary mutually agreed resolution. If a resolution is reached, a settlement agreement will be immediately drafted at the time and signed by both parties that will be binding on the parties. Any financial transactions shall be sent to the NARI Milwaukee office and shall be provided to the appropriate party. If a negotiated resolution is not achieved and/or by written or verbal notice at the discretion mediator(s) or written declaration of all parties that further efforts at mediation will not achieve a resolution, mediation will be terminated, and the next stage of disagreement resolution is automatically commenced (arbitration).

The onsite consultation and office mediation process are private to the authorized parties only. Documents and communication are confidential to all parties. There will be no formal minutes or recordings of any kind allowed. No documentation from the mediations or mention of mediation conversations or opinions can be forwarded or shared during arbitration. Any documents or mention of mediation shall not be considered during arbitration and stricken from the hearing and any decision. Once mediation has ended, whether by resolution or termination, the mediators are no longer involved in the matter. Any questions or further communication regarding the process or decision must be directed to the NARI Milwaukee office.

Arbitration Process

If a resolution is not reached in mediation, all discussions are discontinued, any proposed resolutions are discarded, and the process moves to arbitration. An arbitration date and time shall be scheduled by NARI Milwaukee and both parties must make accommodations to be present during the entire arbitration and have the appropriate representatives having authority to consummate a settlement present. Arbitration makes a decision about the construction outcomes and does not consider putative or consequential factors, decide who is right or wrong or on matters of ethical conduct. See Arbitration Rules.

Further Action Sought by Bylaws & Ethics Committee

In the event that the Bylaws & Ethics Committee seeks further action by appropriate outside third-party, the complaint will remain open for further consideration until such time that the third-party takes action or makes a recommendation and is conveyed by reliable means. However, notwithstanding the foregoing, the Bylaws & Ethics Committee may at any time determine that action by NARI Milwaukee is warranted, including but not limited to, suspension or revocation of membership and/or submitting a case to NARI for consideration of their Certification and Accreditation Board for removal of a designation or accreditation. In the event the member does not respond to the complaint in the time allowed or follow any the rules, policies and procedures outlined herein, the Bylaws & Ethics Committee may proceed with member discipline procedures

as per the NARI Milwaukee bylaws and/or designation/accreditation removal without additional notice.

During any case the member will be reviewed for any violation of the integrity of NARI Milwaukee Bylaws, NARI Code of Ethics and Standards of Practice. If the Bylaws & Ethics Committee believes there was a violation, disciplinary action will be taken up to possible termination of membership. Only the member will be notified in writing of the decision.

Right of Appeal

The review and decisions on the disagreement at the onsite consultation, office mediation or arbitration are final and binding and may not be appealed by either party to the mediators, arbitrators, Bylaws & Ethics Committee or the NARI Milwaukee Board of Directors. Any questions or further communication regarding the process or decision must be directed to the NARI Milwaukee office.

Scope of Disagreement Procedure

The Disagreement Procedure is intended to apply to disagreements involving NARI Milwaukee members at the time of contract and their customers (consumers). The disagreement procedure does not apply to disputes between NARI Milwaukee members or members and non-member contractors as per the NARI Milwaukee Bylaws. Nothing herein shall limit the separate powers of the Board of Directors to take disciplinary action against members for cause.

Discretion of NARI Milwaukee

NARI Milwaukee's Board of Directors has the right to interpret these procedures as they relate to the Bylaws & Ethics Committee and the mediator(s), professionals or arbitrators' duties and responsibilities. NARI Milwaukee's Board of Directors has the right to decline to consult, mediate or arbitrate a particular case at any point in the process depending on circumstances involved in the case, unless the Courts have referred the case for mediation and/or arbitration.

Representation

Each party is entitled to seek assistance from the lawyer of his/her choice and is responsible for its own legal fees associated with the Disagreement Resolution Process. Legal representation is discouraged to be present at the onsite consultation or formal mediation. Legal representation may attend the arbitration to consult their client only. If the client wants their legal representation to have any engagement with NARI Milwaukee regarding the disagreement or sit in on the arbitration, a copy of the retainer agreement must be provided to NARI Milwaukee prior too.

Exclusion of Liability

Neither NARI Milwaukee or any consultant, mediator, professional or arbitrator shall be liable to any party for any error, act or omission in connection with any consultation, mediation or arbitration conducted under these procedures. By participating in the NARI Milwaukee mediation or arbitration disagreement resolution process, the parties agree to hold harmless and release NARI Milwaukee, its officers, employees, staff, representatives, Bylaws & Ethics Committee and its chairperson, arbitrator(s), mediator(s), professionals, attorneys, agents, consulting experts and other parties acting through or on behalf of NARI Milwaukee (the "Released Parties"), from any and all liabilities, claims, damages, costs, expenses and attorney fees incurred as a result of the

arbitration decision, supplemental decisions and/or any claims, litigation or arbitration pursued by or on behalf of the parties against the released parties arising out of or relating to the mediation and arbitration process or any aspect of it except intentional misconduct of any of the released parties. Each party agrees to reimburse and indemnify NARI Milwaukee for all costs, expenses, damages and reasonable attorney fees incurred by the released parties, or any of them, resulting from the party's breach of this provision.

Evidence; Confidentiality

Statements made during, and documents submitted as part of, the disagreement resolution process are confidential. They may not be used as evidence in any subsequent proceedings absent the written agreement of all parties that specifically identifies those items that may later be used, or unless as ordered by a court having jurisdiction of any subsequent proceedings. For these reasons, tape, audio, video or stenographic recording of the inspection, mediation and arbitration hearing or other consultation, mediation and arbitration procedures proceedings is not permitted. All committee members, the chairperson, staff, consultants, mediators and arbitrators are obligated to maintain the confidentiality of the proceedings, any agreements reached by the parties in mediation, and/or any arbitration decisions rendered.

The NARI Milwaukee Disagreement Resolution Process is subject to change. The most current process policies and rules will be followed at all times. Please contact the NARI Milwaukee office at 414-771-4071 or at info@narimilwaukee.org for the most current process information.

June 2022