



# **Construction Arbitration Board Dispute Resolution Process**

*Approved April, 2026*

# METRO BUILDERS ASSOCIATION

## Construction Arbitration Board Dispute Resolution Process

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#### **Attachments:**

- EXHIBIT A – Mediation Submittal Form
- EXHIBIT B – Arbitration Submittal Form
- EXHIBIT C – Information About Wisconsin “Right to Cure” Law
- EXHIBIT D – Expert Consultation Agreement
- EXHIBIT E – MBA–CAB-Issues List
- EXHIBIT F – Agreement to Mediate/Arbitrate

## **Introduction**

As a service to building industry, the Metropolitan Builders Association offers dispute resolution services for mediation and arbitration of residential construction matters. The MBA's mediation and arbitration services have assisted hundreds of homeowners and MBA member builders to resolve their disputes privately, professionally, and cost-effectively. MBA dispute resolution services are available to resolve residential construction disputes between construction industry professionals where one or both parties are MBA members.

Approved MBA members, including law firms, and designated staff are here to help both parties navigate the MBA's dispute resolution process. Each MBA volunteer and staff member takes their responsibility seriously to assist in the fair resolution of disputes consistent with established construction industry standards of quality. All mediations and arbitrations are led by a legal professional with a company that is a member of the MBA. Additional mediators and arbitrators participating in the dispute resolution process are MBA members whose professional work includes significant residential construction experience.

Our MBA volunteers are not permitted to serve as a mediator or arbitrator if they have a conflict of interest. A conflict of interest means they have a prior or existing personal or business relationship with any of the parties, or there is any other reason that could affect the person's ability to fairly and impartially act as a mediator or arbitrator. Each MBA volunteer signs a disclosure form verifying their commitment to impartiality and fairness and confirming that they do not have a conflict of interest with any of the parties before they begin. The MBA carefully reviews the volunteer disclosures before assigning volunteers to a case as mediators or arbitrators.

No mediation or arbitration should be commenced if the parties are currently pursuing other resolution channels. Once a claim has been filed with the MBA and throughout the dispute resolution process, all parties agree to keep details of the case confidential and agree to not engage outside parties, media, social media accounts or other public outlets with details or opinions related to the dispute. At the conclusion of the process, all parties will have the opportunity to agree to a future confidentiality or disclosure agreement.

All communication, once a claim is received, will be in writing utilizing the MBA dispute resolution secure web portal "MBA web portal."

# **Case Submittal Process**

## **1) Claims**

To begin the dispute resolution process, the initiating party (“complainant”) must go to the MBA’s website (<https://www.mbabuilds.org/dispute-resolution>) and click on “click here to submit a complaint”. The complainant must fill out the “mediation arbitration submittal form” in full. Once submitted, MBA staff will reach out for additional information and provide access to the MBA secure dispute resolution website portal (“MBA portal”). The MBA will provide a claim form (“Issues List”) as Exhibit E to be used to identify each specific issue and email a link to a shared secure folder for the complainant to upload supporting documents relating to the claim. The “Issues List” must be completed in full with all issues that the complainant has with the project. Once Exhibit E is submitted to the MBA, no additional issues will be allowed to be added to the case.

The materials should include the following:

- a) A copy of any written contract between the parties, together with any amendments, modifications, change orders, plans, drawings, or other written agreements of the parties that are relevant to the dispute, indicating the builder or associate was, at the time the contract was executed, an MBA member in good standing.

The party that initiates the process must file a detailed list of complaints that briefly and clearly summarize each issue to be decided or pursued in the dispute resolution process, regardless of whether the case goes to mediation or arbitration. The MBA will provide the parties with an excel form to fill out. Once completed, it will need to be uploaded to the MBA portal. The parties may supplement their submittals as provided in these MBA Dispute Resolution procedures. A description of each separate issue, together with any relevant supporting written documentation related to the issue, must be included. This may include portions of the project specifications, plans, invoices, change orders, e-mails, expert reports, surveys, proposals, bids, photographs, repair invoices, project records, weather reports or other documents. If an issue involves a financial dispute, submit copies of all draw requests, payment records, change orders, closing statements, and other financial data pertinent to the issue. Financial documentation supporting any payment claim similarly must be submitted. The supporting documentation must also be submitted by uploading it to the MBA portal.

- b) Identification of the name, address, e-mail address and telephone number of each person who will participate in the dispute resolution process on behalf of the party. This may, but is not required to, include attorneys, fact witnesses or persons providing expert analysis of issues.
- c) Proof that the parties:
  - i) Have agreed in their written construction contract to resolve their dispute using MBA Mediation and/or Arbitration, OR
  - ii) Have agreed in a separate written agreement (Exhibit F) to resolve their dispute using MBA Mediation and/or Arbitration, OR
  - iii) Have a Court Order from a Wisconsin Circuit Court or other Court having jurisdiction, referring their case to MBA Mediation or Arbitration.
- d) If the dispute involves a homeowner and builder, proof of compliance with the notice and inspection requirements of Wisconsin’s Right to Repair Law, sec. 895.07(2)(a), Wis. Stats. (if applicable to the claims) must be noted. (A summary of these statutes is attached at Exhibit C).
- e) Designate whether mediation or arbitration is being requested (or both, if applicable). [Note: For those cases to which the Wisconsin Right to Repair Law applies, if no agreement is reached by the parties for the voluntary resolution of the Claim issues during the inspection and cure period provided by the Right to Repair Law, the Claim may be better suited for arbitration.] Include the party’s mediation or arbitration fee, payable to Metropolitan Builders Association.

## 2) Eligibility and Fees

Mediation and arbitration services are only available if one or both of the parties were a member in good standing at the time of the contract signing. For fee purposes, if a party was a member when the contract was signed but is not a member in good standing when the claim is filed, that party must pay double the standard member fee. If a party has been a member in good standing for the three (3) consecutive years immediately before the claim is filed, they will pay the standard member fee, even if they were not a member when the contract was signed. If the three-year continuous membership requirement is not met, double fees apply. These increased fees do not apply to homeowners.

### a) **Mediation**

- i) Standard fee submitted at the time of the complaint
  - (1) **Initial 4-hour block of mediation:** \$750\* per party
- ii) Deposit check or credit card provided at the beginning of the mediation in the event that additional time is necessary. Will be returned to party if not needed.
  - (1) **Standard fee for additional time per 4-hour block of time:** \$750\* per party
- iii) The 4-hour block of time does not include a maximum of 1 additional hour of administrative time if needed
- iv) Fees will not be reduced or prorated for time less than the 4-hour block

*\*Fees doubled for expired members or members that don't meet the 3-year requirement as described above*

### b) **Arbitration**

- i) Standard fee submitted at the time of the complaint
  - (1) **For the arbitration:** \$2,650\* per party

3) *\*Fees doubled for expired members or members that don't meet the 3-year requirement as described above*

### a) **Refunds**

- i) There will be no refunds once a mediation or arbitration fee is submitted.
- ii) After the submittal, if the mediation or arbitration does not take place, a partial refund can be requested in writing and may be approved on a case-by-case basis.

## 4) Claim Response / Counterclaim

Response to the Claim by the opposing party or parties (respondent) is due within twenty-one (21) days after the Claim is delivered (confirmed by proof of actual physical delivery of the claim form or certified mail, return receipt confirmation). The MBA will provide a claim form (issues list) as Exhibit E to be used to reply to each specific issue. The responses should be written only in the column marked "Response". Once complete, the Response to the "Issues List" must be returned to the MBA via email, unless there are any counterclaims (see below).

The respondent's mediation or arbitration fee, payable to Metropolitan Builders Association must be submitted to the MBA office before the claim response deadline. See Section 2: Eligibility and Fees, for the appropriate fee number.

Any supporting materials for the claim response must be uploaded directly into the MBA portal.

Notify the MBA of the name, address, e-mail address and telephone number of each person who will participate in the dispute resolution process on behalf of the party, including all witnesses who will either appear in person or will submit a letter or report.

### **COUNTERCLAIM:**

If the respondent has any counterclaims, they will be added to the Exhibit E in the "Response" column in the next unused numerical row(s) available. Each counterclaim should be listed separately. Once complete the "Issues List" containing the claim responses and counterclaims must be returned to the MBA via email. Once Exhibit E is submitted to the MBA, no additional counterclaim issues will be allowed to be added to the case.

Any supporting materials for the counterclaim(s) must be uploaded directly into the MBA portal.

## 5) Counterclaim Response

Response to the Counterclaim(s), if any, is due within fourteen (14) days after the Counterclaim is delivered. The MBA will provide a claim form (issues list) as Exhibit E to be used to reply to each specific counterclaim issue. The responses should be written only in the column marked "Counterclaim Response". No additional issues will be

allowed to be added to the case. Once complete, the Counterclaim Response to the “Issues List” must be returned to the MBA via email.

If a party will not be furnishing a response or documents to a Counterclaim, they should instead send a letter to the MBA via email advising of this.

## **6) Supplemental Submittals**

For cases that begin in mediation but where all issues are not fully resolved through the mediation process, and (a) the parties' contract requires that they resolve the remainder of their dispute via MBA Arbitration OR (b) they agree in writing at the end of the mediation to submit their dispute to MBA Arbitration using the Agreement to Arbitrate form attached as Exhibit B, the case will proceed to Arbitration.

- a) The parties may supplement their Claim, Claim Response, Counterclaim and/or Counterclaim Response, including clarifying or withdrawing issues and furnishing additional documentation about them, using the original numbering of their original submittals. A copy shall be uploaded to the MBA portal of the complete Supplemental submittal that will be involved in the arbitration within fourteen (14) days after the Agreement to Arbitrate is received by the MBA.
- b) Each party will pay their respective arbitration fee, see Section 2: Eligibility and Fees, to Metropolitan Builders Association before the Arbitrator(s) will be assigned.

## **7) Additional Submittal Procedures**

- a) Upon the request of any party, the MBA may shorten or lengthen a party's applicable time period for conveying a Claim, Claim Response, Counterclaim, Counterclaim Response, or additional Supplemental submittals upon good cause shown. A written request should be submitted to the MBA portal before the applicable submittal deadline, explaining the need for an extension and the proposed extension period. The MBA will balance the need for a full and complete assembly of relevant information with the need for reasonable promptness in completing the dispute resolution process in making its decision, which will be conveyed in writing to and binding on all parties through the MBA portal.
- b) The MBA will send a written inquiry to a party who does not respond to a request to mediate, or to respond to a claim or counterclaim, informing the party of their default and the possible consequences. In the case of mediation, the defaulting party may be required to reimburse and pay the non-defaulting party's mediation fee. In the case of arbitration, the defaulting party will be given one last opportunity to comply with the process or face the possibility of a default Arbitration Award and an award of the arbitration fee to the non-defaulting party. MBA members who fail to cooperate with the dispute resolution process may be subject to MBA ethics proceedings. An MBA Member who fails to respond or does not comply with an Arbitration Decision or Supplemental Decision, may be subject to disciplinary action per the policies of the MBA. The MBA may recommend to the non-defaulting party that they pursue a Motion to Compel Compliance in Circuit Court.

## **8) Multiple Case Filings and Abusive Claims**

All parties must submit all of their claims and issues in their initial or amended case submittals claims or counterclaims. The parties are required to include all of their claims or counterclaims in one case to prevent abuse of the MBA dispute resolution process and to prevent unfair or repetitive claims from being asserted against an opposing party.

Another goal of this procedure is to prevent excessive or inefficient use of the arbitration process, the arbitrators, and designated MBA staff. An exception may be made by the MBA for legitimate, unforeseen, or latent conditions that were truly not known – undiscovered – and not reasonably discoverable.

Claims or issues that are known, or reasonably should have been known, must be made part of the initial or amended submittals for a case or they will be deemed waived or unenforceable. Once all submittals are made for claims, claim-responses and counterclaims, no further supporting materials or documents can be submitted. Exceptions may be made by the MBA for extenuating circumstances and good cause shown.

# **Case Processing**

## **1) Mediation and Arbitration Intake Review**

### **a) Case Review**

Once all Claims, Claim Responses, Counterclaims, Counterclaim Responses (and Supplements, if applicable) are fully submitted for a case, they are reviewed for completeness. The MBA will initially review the case to confirm compliance with the requirements of this process. When submittals are complete, the MBA will proceed with case assignment.

### **b) Case Assignment**

An attorney member will be assigned as the lead to each mediation or arbitration case. A volunteer member may be assigned to assist in a supporting role in mediations and will be assigned as the additional arbitrators to the case based on the nature of the issues.

i) For cases initially requesting mediation, a lead MBA Mediator will be assigned.

ii) For cases requesting arbitration or proceeding to arbitration after mediation, appointments will be made as follows:

- (1) The MBA reserves the authority, within its sole discretion, to refer cases that are within the Wisconsin Small Claims Court jurisdictional dollar amounts to the Wisconsin Circuit Court – Small Claims Division.
- (2) For arbitration cases in dispute, the case will be assigned to three MBA Arbitrators appointed by the MBA which shall designate one as the Lead Arbitrator for the case.

### **c) Objection to Mediator or Arbitrator**

The parties each will have five (5) working days from the date notification of appointment of a Mediator or Arbitrator(s) is made to object in writing to the MBA, with a copy conveyed to the other parties involved in the case. The objection must specifically describe the conflict of interest or other grounds for disqualification. The MBA will review the objection and determine whether a conflict of interest or other reasonable grounds exist that preclude the individual from being appointed to serve and/or participate in the proceedings and will advise all the parties in writing as to the decision on appointment. Failure to timely object using this process shall be deemed acceptance by a party of the appointment(s).

## **MBA Mediation Procedures**

MBA dispute resolution proceedings are governed by the MBA's policies, rules and procedures, the MBA Construction Industry Quality Standards, and the applicable provisions of Wisconsin Law.

All supporting documents to the issues list (Exhibit E) must be uploaded to the MBA Portal no later than one (1) week prior to the mediation date.

In MBA Mediation, a Mediator will work to assist the parties to reach a mutually acceptable agreement to resolve their dispute by reviewing issues with the parties, examining possible bases for agreement, and explaining the consequences of failing to settle. The Mediator will encourage each party to listen to and accommodate the concerns and interests of the other parties. It is important that the parties remain as open-minded as possible as they participate in the Mediation process.

- 1) Once the appointment is confirmed by the MBA, a date, time and location will be set for Mediation, along with any special accommodations (if needed) and thereafter confirming these in writing to the parties.
- 2) Each Mediation is scheduled for a 4-hour session. If additional time is needed, all parties must agree on the time commitment and additional fees will be required (see section 2). A decision is expected at the close of the mediation hearing. The Mediator will assist the parties in documenting in writing the agreed upon resolution of all or any part of their dispute. The parties will then sign a binding Settlement Agreement regarding the items that are resolved.
- 3) If a mediation has not been resolved and needs to be suspended, and both parties choose to return at a later date to continue, both parties will be required to pay an addition fee for a 4-hour session (see Section 2). This date will be scheduled before the parties leave the mediation for the next available date. Both parties must sign a postponement document.
- 4) If the mediation does not come to resolution, both parties must sign a mediation termination statement.

# **MBA Arbitration Procedures**

## **1) Controlling Precedents**

- a) MBA dispute resolution proceedings are governed by the MBA's policies, rules and procedures, the MBA Construction Industry Quality Standards, and the applicable provisions of Wisconsin Law.

## **2) Inspection Process**

- a) Once the appointment is confirmed by the MBA, the Arbitrator(s) will review the Claim, Claim Response, and any Counterclaim and Counterclaim Response, as well as all related documentation furnished by the parties.
- b) The Lead Arbitrator will then schedule a date and time for inspection of the home by the Arbitrator(s) and the parties ("Inspection") unless all parties mutually agree the nature of their case does not require such an Inspection. The MBA will work with both parties to set a date and time for the arbitration hearing ("Hearing"). The parties will be cooperative in scheduling the earliest practicable dates and adhering to this established schedule but will promptly notify the MBA if there is any subsequent issue that precludes them, due to good cause, from participating as scheduled. The MBA and Lead Arbitrator will reschedule as needed. The parties are required to attend both the Inspection and Hearing.
- c) All supporting documents to the issues list (Exhibit E) must be uploaded to the MBA Portal no later than one (1) week prior to the inspection date.
- d) At the Inspection, the Arbitrator(s) will inspect, and provide an opportunity for each party to comment about, each of the issues listed in the Claim and in the Counterclaim, if any. Issues not listed in the Claim or Counterclaim will not be considered unless all parties agree to add them no later than two (2) business days following the inspection.
- e) If further exchange of project records or other documentary information would aid the Arbitrator(s) in understanding the issues in dispute, the Lead Arbitrator may direct the parties to furnish this information to the MBA web portal so that it is exchanged before the Hearing. The Arbitrators will establish due dates for such materials.

## **3) Outside Consultants**

- a) Following the Inspection on cases in excess of \$5,000, the Arbitrators may determine that it is necessary to hire outside consultant(s). Although this need for outside consultant(s) happens rarely, the Arbitrators may determine, in their discretion, that it is necessary to assist them in resolving the issues raised by the parties. In such an event, the Lead Arbitrator will inform the parties in writing of this decision and advise the parties of the estimated cost to retain the outside consultant(s)' services.
- b) If either party objects to the hiring of an outside consultant, that party may raise their objections in writing within ten (10) days of being advised of the decision to hire the consultant(s) and request that the Arbitrators reconsider their decision to do so. The Arbitrators and the MBA will then make a final decision on whether to hire the outside consultant(s).
- c) If the final decision is that outside consultant services are necessary, the parties shall be required to enter into an Expert Consultation Agreement in the form attached as Exhibit D and shall make a deposit to the Metropolitan Builders Association Account in an amount as determined by the Arbitrators within ten (10) days of receipt of notice of the decision sufficient to hire the consultant(s). The consultant(s) shall then be retained by the MBA to assist the Arbitrators in analyzing the Claims and Counterclaims.
- d) Following completion of the consultant(s) services and payment for them from the Metropolitan Builders Association Account, any unexpended funds shall be returned to the parties, divided in the same proportion as their originally submitted funds.
- e) The Arbitration Decision may include an award of outside consultant(s)' fees in favor of the party prevailing on the issue for which the consultant(s) are hired.

#### **4) Arbitration Hearing**

- a) The Hearing will be held at the MBA offices and led by the MBA's assigned Arbitrators.
- b) At the beginning of the Hearing, the parties will be asked to introduce themselves and any witnesses or representatives who are present. Each party will be given an opportunity to make an opening statement, which will typically be ten minutes in length and subject to the Lead Arbitrator's discretion as to the time limit permitted. The complainant will present first.
- c) The Arbitrator(s) will ask additional questions of the parties at this Hearing. Not all issues may be specifically discussed by the Arbitrator(s), particularly where the Arbitrator(s) feel that sufficient evidence was obtained at the Inspection or through the written submittals of the parties.
- d) The Arbitrator(s) may request further information or discussion at the Hearing and may adjourn and reconvene the Hearing as needed to permit the parties to provide this supplemental information or produce additional witnesses for requested discussion.
- e) At the end of the Hearing, each party will have an opportunity to summarize their respective positions in a closing argument. The closing argument will typically be limited to ten minutes in length and subject to the Lead Arbitrators' discretion as to the time limit permitted depending on the complexity of the case.
- f) During the arbitration, the MBA reserves the right to have additional MBA members present for the Hearing for educational purposes only (arbitration shadows). They will not be allowed to participate in any way. They will not be allowed to participate in the decision process. Both parties will be notified of the names of the arbitration shadows within 1-week of the arbitration.

#### **5) Arbitration Decision**

- a) The Arbitration Decision shall be in writing and signed by the Arbitrator(s). It will be provided to the parties simultaneously by the MBA via email and followed up with hard copies via the USPS. The MBA Arbitrators shall have the discretion, if they so decide, to award the prevailing party the reimbursement of its arbitration fee. A decision as to which party is the prevailing party will be decided by the MBA Arbitrators, in their sole discretion.
- b) The Arbitration Decision will typically be issued within one (1) week after the conclusion of the Hearing. The parties will be advised if there will be a delay in the issuance of the written Arbitration Decision.
- c) The Arbitration Decision may require one or more parties to deposit money with the MBA to ensure compliance with the Arbitration Decision. It will specify any terms and conditions for the allocation and/or disbursement of money that is deposited.
- d) The Arbitrator(s) may order a party to make repairs as part of their Decision. In such event, the parties agree to give the party ordered to make repairs reasonable access and opportunity to make repairs at the home as required by the Decision.
  - i) Access for a party ordered to make repairs must be allowed during normal working hours (Monday through Friday, 8:00 a.m. - 4:30 p.m.), unless the parties mutually agree to different day/time for access. If a party fails to provide access to a party ordered to make repairs, or their employees, subcontractors or representatives, the Arbitrator(s) may issue a Supplemental Decision, including requiring no further action by the party that was required to make repairs under the initial Arbitration Decision.
  - ii) A party who has been ordered to make repairs under an Arbitration Decision must make repairs pursuant to applicable building codes and MBA Construction Industry Quality Standards, as applicable. Neither the MBA nor the Arbitrators will prescribe the specific repair(s) or the means or methods for performing any repair(s).

- iii) The Arbitrator(s) will retain jurisdiction and may take any action they deem necessary in order to enforce their Arbitration Decision via Supplemental Decision until full compliance is achieved. If any party fails to complete item(s) required within the time required, the Arbitrator(s) may make a Supplemental Decision, relieving a party from all or a portion of their required performance as specified in the original Arbitration Decision. Alternatively, the Arbitrator(s) may assign dollar values for any items and order payment for them to be made within a specified time frame in lieu of repair, which may include an additional award of reasonable legal fees and collection costs, interest, and such other damages as the Arbitrator(s) deem appropriate given the severity of the failure to comply with the Arbitration Decision.
- e) The Arbitration Decision represents the final and binding determination of the issues of the case after the Arbitrator(s) thoroughly consider all information and documents presented by the parties and obtained during the Inspection and Hearing by the Arbitrator(s). It may be modified only by a Supplemental Decision consistent with the process required under these Arbitration Procedures. Requests of the MBA and arbitration board for reconsideration of a Decision must be made within thirty (30) days of the date of the Arbitration Decision. Requests for further action by the MBA and arbitration board, based upon a party's non-compliance or poor performance, must be made within six (6) months after the Arbitration Decision is issued.
- f) A monetary award in an Arbitration Decision or Supplemental Decision may not necessarily be identical to the dollar amount requested by a party for the item. Additionally, the Arbitrator(s) need not provide a detailed breakdown of their monetary award. The Arbitrator(s) are not required to fully explain their rationale or reasoning for a holding on any item or the Decision as a whole.
- g) The Arbitration Decision or Supplemental Decision will include a reasonable time for payment, performance, or other action, as the Arbitrator(s) determine is necessary and appropriate. A party seeking modification of the time set in the Arbitration Decision or Supplemental Decision may submit a written request to the Arbitrator(s) and the other party(ies) setting forth reasons explaining good cause for the request. The Arbitrator(s) will respond in writing and their decision as to the requested adjustment shall be final.
- h) There is no internal appeal of MBA Arbitration by any party to the MBA Arbitrator(s), the MBA, or the MBA Board of Directors, except as provided in these Mediation and Arbitration Procedures. ALL DECISIONS ARE BINDING UPON ISSUANCE unless a timely request for review or reconsideration is made as provided in these Mediation and Arbitration Procedures.
- i) Within one (1) year from the date of an Arbitration Decision or Supplemental Decision requiring the payment of money or other action, a party may seek to enforce the Decision as a judgment in a court of competent jurisdiction. Additionally, if an MBA Member does not comply with an Arbitration Decision or Supplemental Decision, that party will be subject to disciplinary action, including possible suspension and/or termination from the Association in accordance with the MBA Bylaws and Policies.
- j) In the event that any party to the Arbitration fails to comply with the requirements of the Arbitration Decision, then the party who successfully pursues judicial relief to enforce the Decision shall be entitled to the reimbursement of its reasonable attorney fees and costs as determined by the Court that the party incurs in enforcing the Arbitration Decision.

## **General Provisions**

### **1) Hold Harmless**

By participating in the MBA Mediation or Arbitration dispute resolution process, the parties agree to hold harmless and release the MBA, its officers, employees, representatives, Arbitrator(s), Mediator(s), attorneys, agents, consulting experts and other parties acting through or on behalf of the MBA (the "Released Parties"), from any and all liabilities, claims, damages, costs, expenses and reasonable 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 the MBA 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.

### **2) Confidentiality**

Statements made during, and documents submitted as part of, the Dispute 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 the subsequent proceedings. For these reasons, video, audio and written recording of the Inspection, Arbitration Hearing or other mediation and arbitration proceedings is NOT permitted. All MBA members, MBA employees, 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.

### **3) Procedural Questions**

Any party that has questions about these Mediation and Arbitration Procedures may submit a written request for further information or clarification to the Executive Officer of the MBA, which oversees both Mediation and Arbitration procedures. The MBA will provide an answer that will be shared with all the parties involved in the same case and further reserves the right to clarify and update its Mediation and Arbitration Procedures from time to time. These changes will become effective upon adoption by the MBA Board of Directors for all cases commenced after the date of adoption. If all parties to a then-pending Mediation or Arbitration agree, they will also be applied to their case.