

BUILDER ARBITRATION FORUM

ARBITRATION AGREEMENT

Builder Name: _____

Builder Registration Number: _____

The Builder and Tarion agree:

1. the issues to be arbitrated are as set out in the Request to Arbitrate.
2. to submit these issues to an Arbitrator appointed by Tarion from a list of three nominees selected by the Builder from the Builder Arbitration Forum Roster of Arbitrators;
3. that the Arbitrator shall have jurisdiction for this arbitration and for the issues listed in the Request to Arbitrate;
4. that the place of arbitration will be at Tarion's corporate office, unless the parties agree otherwise;
5. that the language of arbitration will be English;
6. to comply with and be bound by the BAF Rules;
7. to accept the Arbitrator's Decision as final and binding, and to waive all rights of appeal to any court on any matters of fact, law, or mixed fact and law;
8. that the arbitration is private and confidential;
9. that the Arbitrator will be non-compellable as a witness in any legal proceeding;
10. that the Arbitrator is immune for any act or omission in connection with the arbitration;
11. to pay the fees, disbursements, (and applicable HST) of the Arbitrator in accordance with the BAF Rules, the Tariff and the Arbitrator's Decision as set out in Rule 8;
12. that neither party will litigate any issues decided by the Arbitrator at any subsequent hearing before the Licence Appeal Tribunal or in a subsequent court proceeding;
13. the Builder hereby acknowledges that by signing this Arbitration Agreement it agrees to comply with each of the foregoing provisions and that failure to do so will be a breach of a term and condition of the Builder's registration under Regulation 894 Section 1.3 under the *Ontario New Home Warranties Plan Act*.
14. the hearing is estimated to require ___ day(s).
15. the Arbitrator's fees and disbursements, as permitted by the Tariff, plus HST are estimated to be \$_____;

16. the Builder has paid a deposit of \$_____ to Tarion Warranty Corporation for the Arbitrator's fees and disbursements, and

- is not required to pay an additional deposit;
- is required to pay an additional deposit of \$_____ to Tarion Warranty Corporation by certified cheque or money order before the commencement of the hearing.

This agreement is for the benefit of and is binding upon the parties and their respective successors and assigns.

BUILDER _____

Per: _____ Date: _____

Print Name:
Print Title:

I have the authority to bind the Corporation.

TARION WARRANTY CORPORATION

Per: _____ Date: _____

Print Name:
Print Title:

I have the authority to bind the Corporation.