

HBA Builder Application

Home Builders Assoc. serving Portage & Summit Counties

799 White Pond Dr.

Akron, Ohio 44320

330/869-6800 Fax: 330/869-5506

info@akronhba.com

www.akronhba.com www.lotfinder.org

\$485.00 Yearly dues + \$45 Processing fee = \$530

COMPANY NAME

REPRESENTATIVE, TITLE

REPRESENTATIVE, TITLE

STREET

CITY, STATE, ZIP

PHONE FAX PAGER

YEAR FOUND - LOCATED WHERE

NUMBER OF EMPLOYEES _____

E Mail _____

Web Site _____

Workers Compensation: If you want to see if you qualify to receive a group rating discount, please provide your BWC Policy Number: _____

PRIMARY BUSINESS:

Single Family Builder _____

Custom _____

Spec _____

Multifamily Builder _____

Commercial Builder _____

Land Developer _____

Home / Building Mfg. _____

Number of units built during last full year _____

Average price range of units _____

Primary location of homes built _____

REFERENCES

TWO CUSTOMERS WITHIN THE PAST 12 MONTHS:

1. _____ Address _____
Phone _____

2. _____ Address _____
Phone _____

LENDER: 1. _____ Contact _____
Phone _____

SUB CONTRACTOR AND/OR SUPPLIER:

1. _____ Contact _____
Phone _____ Fax _____

2. _____ Contact _____
Phone _____

3. _____ Contact _____
Phone _____ Fax _____

Have you been a previous member of HBA? _____
Was your membership revoked? _____ Do you presently have any claims against you? _____

\$485.00 Yearly dues + 45 one time fee = \$530.00 When joining the Professional Remodelers Council, only fill out references on one of the applications)

Date Approved: _____ Check# _____ Dated: _____

VISA or Mastercard accepted: Name of Card holder _____

Signature _____

Card # _____ Exp. Date: _____

Cvr# _____ Billing Zip Code: _____

HomeBuilders Association serving Portage & Summit Counties

BUILDER MEMBER APPLICANT POLICY: Builder Membership shall be open to any individual, proprietorship, partnership, or corporation engaged in the business of building or restoring single family housing, multi family apartment units, school buildings, commercial buildings, industrial buildings, or other structures normally related and appurtenant to a community or in the business of land development within the territorial jurisdiction of the Association.

The Builder member applicant must satisfy the requirements for membership as set forth in the Association Constitution, ByLaws and Policy documents, and as amended from time to time. Furthermore, said applicant will ascribe to the Association's principle goal to deliver quality products to the marketplace, as an approved HBA Builder Member.

- 1.** The Builder member applicant must first and foremost agree to subscribe to the Association Code of Ethics and Standards.
- 2.** The Builder member applicant must agree to offer his customers and clients a written contract and a written warranty at least as comprehensive as the one developed by the Association and as modified by the Association from time to time. The contract must include a dispute resolution clause, which explains the procedure for mediation and arbitration of any dispute, which the parties of the contract are not able to resolve between themselves. The recommended, although not mandatory, dispute resolution service is the HBA of Portage & Summit County/BBB DR Policy. The recommended HBA/BBB DR policy, a signed BBB pre commitment to arbitrate agreement, or an equivalent DR clause must be contained in the Builder's contract and a copy of the builder's contract is required with the application for membership.
- 3.** A Builder member applicant shall have at least one principal whose primary occupation is his or her building company and, or must at all times have a full time person whose responsibility is to be in charge of the building operations with sufficient knowledge and experience to do so. The responsibilities of the builder applicant or his employee in charge shall be the following: file applications, deal with clients, explain construction, supervise and instruct subs, scheduling, review and approve work, review bills and authorize payment.
- 4.** A Builder member applicant must have operated his or her building company full time for a minimum of one continuous year prior to making application for membership as a Builder member. If the Builder member applicant has less than one (1) year of full time general contracting experience and/or has operated for less than one (1) year with the company as named on the HBA application, he or she may be approved as a Tradesman member, and have all privileges and entitlements available to builder members, excluding participation in the Parade of Homes, Best Home Competitions, Builder of the Year and Condominium Shows. After this experience has been achieved, Builder membership will be issued upon confirmation by the Board of Trustees that all Builder member requirements have been met. An additional upgrade payment to Builder membership shall be paid.
- 5.** A Builder member applicant must provide a) one lender reference b) a minimum of two (2) supplier or sub trade references c) customer names, addresses and phone numbers of the two most recently new or restored homes, or commercial buildings contracted. None of the customers names may be the applicants relatives or employees, (current or former). One significant project may be considered in lieu of the two (2) aforementioned projects. At the Board's discretion HBA representatives may view an applicant's project(s) for evaluation. The findings will be reported to the Board.
- 6.** A Builder member applicant may be required to obtain Builder member education credits as determined by the Board of Trustees from time to time.
- 7.** The Builder member applicant must furnish to the HBA proof that all employees are covered by the State Workers Compensation program. The applicant must also provide proof of liability insurance in the minimum amount of \$500,000.
- 8.** Builder members agree to be bound by the HBA's Dispute Resolution Policy. This encompasses consumer and member complaints.

9. A Builder member applicant agrees to abide by the HBA/AABOR Builder Realtor Listing Agreement, which is in lieu of a separate marketing or listing agreement when doing business with a Realtor.

10. A Builder member applicant, by signing an application, does specifically authorize the HBA at its discretion to obtain a credit report and contact the references made in compliance with this application.

11. All membership applications will be published in the Intercom for a 30 day comment period following Board consideration.

Membership in the Home Builders Association serving Portage & Summit Counties shall be limited to those persons and firms who shall subscribe to the Code of Ethics.

IMPORTANT CHECKLIST:

- Attach proof of business as Builder, as named in application, for at least one year.
 Attach proof of building two or more dwellings in one year. (Use Building Permits)
- Attach proof of workers compensation (if applicable)
- Proof of liability insurance (minimum of \$500,000)
- Copy of Dispute Resolution method or Signature on BBB DR Agreement

CONDITIONS FOR WAIVING THE ONE YEAR REQUIREMENT:

1. Legal name changes may be excluded from this requirement if the change is unrelated to any hostile or unethical purpose, and if the ownership is substantially continuous.

2. A Builder member applicant who satisfactorily maintained a Builder membership within five (5) years prior to the date of the new application, and who at all times performed as a Builder member in good standing within the industry, may have the one year requirement waived. The applicant must meet all other applicable criteria for Builder membership.

Upon acceptance of this application by the Home Builders Association serving Portage & Summit Counties Board of Trustees, the applicant agrees to abide by its objectives and Code of Ethics, and the Constitution and By-Laws of the Home Builders Association of Greater Akron. Annual dues paid to the HBA will also include membership in the National Association of Home Builders and the Ohio Home Builders Association.

I hereby certify that I have read the foregoing application and that all information and all statements contained herein are true and accurate to the best of my knowledge, information and belief.

I verify that our company settles disputes through arbitration and our contracts contain an arbitration clause. The arbitrators will be provided by the BBB or an equivalent source and process for arbitration.

APPLICANT SIGNATURE

SPONSOR

Code of Ethics and Standards for HBA Members

Sec. 1. Membership in the Home Builders Association serving Portage & Summit Counties shall be limited to those persons and firms who shall subscribe to the following Code of Ethics.

HBA members pledge allegiance to the following principles and standards:

1. We hold inviolate the free enterprise system, the American way of life and private property rights as prescribed in the United States Constitution. We pledge our support to fellow members, our national and state associations and all related industries that are concerned with the preservation of these legitimate rights and freedoms.
2. Home ownership can and should be within reach of every American.
3. All homes should be well designed, constructed and placed in communities accessible to all.
4. Our paramount responsibility is to our customer, community and country.
5. HONESTY is our guiding standard.
6. Members shall deal FAIRLY with other members and consumers.
7. ADEQUATE standards of health and safety shall be built into every home or project.
8. All member sales presentations will be done in a truthful manner.
9. Written contracts should be used by all members.
10. Members will fulfill their contractual obligations.
11. Work will be done to applicable codes and in a manner compatible with accepted industry standards and practices and the NAHB Residential Construction Performance Guidelines.
12. Members agree to settle any consumer or member to member disputes through the HBA Dispute Resolution Policy or an equivalent source and process for arbitration.
13. A member may use the HBA logo only as long as he or she is a member in good standing.

We accept these standards freely and solemnly, mindful that they are part of our obligations as members of the Home Builders Association serving Portage & Summit Counties.

Prospective Member's Signature _____
Date _____

REASON FOR JOINING:

FAX BACK TO 330-869-5506



PORTAGE & SUMMIT COUNTIES

Dear Builder Member or Prospective Builder Member,

The HBA offers you a unique service which is also a requirement of membership. It is what sets you apart from your non member competition.

It's a THIRD PARTY BINDING ARBITRATION AND MEDIATION. Never again will a customer threaten you with a frivolous lawsuit. This is particularly important today with courts setting precedence that home builder's fall under the Ohio Consumer Sales Practices Act, and that damages can now be collected for emotional distress!

Arbitration/Mediation says you stand behind your product and you give your customer the ability to have an issue resolved.

As an HBA member, if you DO NOT offer the HBA/BBB arbitration, you are required in your contract to offer an equivalent such as the 20-10 Home Buyers Warranty or your own through the AAA or some similar group.

Remember, anyone can tell a customer to sue them. Only a professional believes enough in his product and his customers to say, "We'll arbitrate this rather than go to court."

Sincerely,

Carmine J. Torio,
Executive Vice President

P.S. Important Reminder – If you ever do need to arbitrate, remember you have the option of requesting a panel of arbitrators.

1. Agreement to Mediate/Arbitrate. If a complaint is not otherwise resolved, and the customer is agreeable to the process, the participant agrees to mediate/arbitrate disputes involving customer products and/or services as follows:

a. The following remedies may be sought in mediation/arbitration: (1) full or partial refund of the cost of the product and/or service involved in the transaction, including sales tax and other direct incidental costs associated with the sale of a product or service; (2) completion of promised work or fulfillment of contractual obligations; (3) repairs, or reimbursement for the cost of repairs, to fix a defective product; and/or (4) the amount of any actual out of pocket loss or property damage, not to exceed \$2,500, caused by the provision of the service.

b. The participant is not obligated to mediate/arbitrate claims for criminal violation, product liability, loss of wages, mental anguish, punitive damages, legal fees, or personal injuries.

c. The participant is not obligated to mediate/arbitrate: (1) claims where no deficiency or problem is alleged in the product or services involved in the transaction; (2) claims that have been resolved by a previous court action, arbitration, or written agreement between the parties; or (3) claims from other than a customer of participant.

d. The transaction that is the basis of the complaint must occur during the term of this agreement. The BBB will process

complaints from members of the Home Builders' Association of Portage and Summit Counties (HBA) involving disputes between members and a homeowner which have occurred and are covered during the builder's stated warranty period. Any disputes pertaining to latent structural defects will be heard in accordance with the Ohio Statute of Limitations.

e. The participant may, at his/her discretion, agree to mediate and/or arbitrate additional claims.

f. The mediation/arbitration will be conducted in accordance with the Better Business Bureau Rules of Mediation (binding) and the

Better Business Rules of Arbitration (binding). The standards to be used by the mediator/arbitrator are the National Association

of Home Builders Residential Construction Performance Guidelines.

g. The participant agrees to be bound by the mediated agreement or the arbitration decision.

2. Designated Contact. The participant's designated contact for the purposes of handling customer disputes and arbitration is:

NAME

TITLE

PHONE

The designated contact shall be available during all normal working hours.

3. Term of Agreement. The term of this agreement shall begin upon acceptance by the BBB and shall continue until terminated in writing by either party upon 30 days written notice.

4. Failure to Mediate/Arbitrate or Non-Compliance with Award. If in any case the participant does not fulfill its obligations under this agreement, the participant agrees to reimburse the BBB for all expenses, including reasonable attorney's fees incurred in enforcing the participant's obligations under this agreement. Participant also agrees to reimburse the customer for reasonable attorney's fees.

5. Indemnification. Participant agrees to indemnify and hold the BBB harmless against any loss, damage, or expense, including reasonable attorney's fees, arising out of any violation of the terms and conditions of this Agreement. Participant also agrees to indemnify and hold the BBB harmless against any loss, damage, or expense, including reasonable attorney's fees, with respect to all third party claims of any kind, including product liability, arising in connection with its product(s) or service(s).

6. Limitation of Liability. Participant agrees it will not sue the BBB for monetary damages on any matter concerning this Agreement.

7. Relationship of Parties. Nothing in this Agreement shall confer any endorsement or approval of the participant's product or service and is only intended to provide dispute resolution services.

BBB BUSINESS PROFILE
...a Service to the Business Community



THE BETTER BUSINESS BUREAU
222 West Market Street, Akron, OH
44303-2111
"24/7 Line":
330-253-4590...24 Hours A Day!
Toll Free: 800-825-8887
FAX: 330-253-6249
<http://www.akronbbb.org>
info@akron.bbb.org

BUSINESS INFORMATION

Firm Name (Corporate or Legal Name)				
If any other Business Names are used, Please indicate (DBA)			Telephone No. ()	FAX No. ()
Physical Address	City	State	County	ZIP
Mailing Address (If Different)	City	State	County	ZIP
Parent Co., All Other Locations and Telephone Numbers, including Toll Free				

BUSINESS TYPE/CLASSIFICATION/PRODUCT or SERVICE

BUSINESS TYPE	Sole Proprietorship	Partnership	Corporation	Other	If Incorporated, Give Date & State	
NATURE OF BUSINESS	Manufacturing	Distributor	Professional	Retail	Commercial	Nonprofit/Other (Explain)
TO WHOM DO YOU SELL?	Retail	Wholesale	Distributor	Other	Is Your Operation Franchised?	
TYPE OF LOCAL FACILITY	Mfg. Plant	Distribution Warehouse	Sales Office	Retail Sales Location	Service/Repair Facility	Residence Other
Number of Employees _____ Full Time _____ Part Time		Date Business Established Month _____			Length of time at this Location	
Describe Products or Services offered (If product or service is being franchised, please attach a copy of the contract and a description of the marketing plan)						

WEB SITE ADDRESS (URL)

E-MAIL ADDRESS(ES)

http://	
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BUSINESS LICENSING OR REGISTRATION (IF

Name of Licensing Authority	License Number	Date Issued	Date Expires
Additional Information			

ADVERTISING OR MARKETING DETAILS

METHOD OF ADVERTISING	Local	Nat'l	Radio	TV	Newspaper	Direct Mail	Internet/World Wide Web	Yellow Pages	Other (Explain)

Company	
Street	
City	State
Name of Company Representative	
Signature	

Accepted by

The following language can be included in the participant's contract. This language must be separated from other contract language by a box, highlighting, or larger type face. Any variation of this must be approved by the BBB prior to publication.

Our company participates in the Better Business Bureau's dispute resolution program with the Home Builders Association of Greater Portage and Summit Counties. In the unlikely event that a dispute arises under this agreement and we are unable to resolve it, we agree to cooperate in good faith with efforts by the Better Business Bureau® ("BBB") of Akron to assist us in resolving the dispute. Upon your request, we will agree to Mediate and/or Arbitrate unresolved disputes under the *Better Business Bureau Rules of Mediation and/or Arbitration (Binding)*. There are limits as to the claims that can be arbitrated under these rules. The Better Business Bureau establishes participation fees. Further information about the BBB or BBB dispute resolution may be obtained by calling the BBB of Akron at (330) 253-4590.

Revised 10/04