

VIA: Certified US Mail, Return Receipt Requested

DATE

Customer Name
Customer Address
City, State, Zip

RE: Builders Second Proposed Resolution

Dear [Customer Name]:

We are in receipt of your latest correspondence dated [DATE]. We are providing this letter as our official second written response as required through our mutual agreement to abide by Wisconsin's Right to Repair Law. Specifically, our response to each item is below:

Exterior - Missing Shingles *(example - parties agree)*

You have accepted our proposal to repair this item at our expense. Work has been scheduled for [DATE]. **This matter is resolved.**

Kitchen – Warped Cabinet Drawer *(example - resolved after inspection)*

We have enclosed with this letter a written agreement for you signature that formalizes the verbal agreement that was made between the parties at the inspection. Work will be scheduled for [DATE]. Upon receipt of the signed agreement, **this matter is resolved.**

Contractual Dispute – Built-In Garage Shelves *(example - further info)*

We did prepare the subsequent change order # _____, however, you never signed the change order. Our final accounting did incorrectly charge you for the shelves. We would propose to either refund the money for this item or we will complete the work for no additional charge. **This matter is still unresolved.** We will await your response on which resolution you would prefer.

Defective Weather Stripping on the Front Entry Door *(example - Door/Window Claim)*

The door manufacturer has indicated that they will repair this item. **This issue is resolved.**

Interior Wall – Wrong Drywall Texture *(example - reject monetary settlement)*

We believe that our initial settlement offer was a fair settlement. We stand by our initial offer and reject the \$10,000 settlement that you proposed as excessive. **This issue is still unresolved.**

The above proposal represents our best and final offer to resolve these issues. Our company believes that we have delivered a great product to you with outstanding customer service. We are hopeful that you will find our final proposal acceptable.

We further stress that we desire to resolve every issue that arises with every client. However, there are sometimes differences in opinions on what is an appropriate solution to a specific issue. This might be such an instance.

If our final proposed resolution on the two unresolved items above is not acceptable to you, it appears that we will not be able to reach an agreement without the assistance of an outside third party. Pursuant to our Construction Contract, we have agreed to mediate or arbitrate any unresolved dispute with the Metropolitan Builders Association of Greater Milwaukee, Inc. ("MBA"). We had hoped to resolve this issue without the involvement of the MBA.

Under the law, you must provide a written response to each of the unresolved issues discussed above within 15 working days from the date of this letter. This response should indicate the reasons why you have accepted or rejected our offers. If you do reject our final offer, we would suggest that you contact the MBA to explore their mediation and arbitration services.

We look forward to your response and the final resolution of these items.

If you have any questions, please feel free to contact us.

Very truly yours,

Name

Enclosures

CC: Metropolitan Builders Association of Greater Milwaukee, Inc.