

(C) AGREEMENT FOR ARBITRATION.

A CLAIMANT SHALL COMPLY WITH A WRITTEN AGREEMENT TO SUBMIT A DISPUTE TO ARBITRATION BEFORE SEEKING RECOVERY FROM THE FUND.

(D) DENIAL OF CLAIM.

THE COMMISSION MAY DENY A CLAIM IF THE COMMISSION FINDS THAT THE CLAIMANT UNREASONABLY REJECTED GOOD FAITH EFFORTS BY THE CONTRACTOR TO RESOLVE THE CLAIM.

(E) LIMITATION ON RECOVERY.

THE COMMISSION MAY NOT AWARD FROM THE FUND:

(1) MORE THAN \$10,000 TO 1 CLAIMANT FOR ACTS OR OMISSIONS OF 1 CONTRACTOR;

(2) MORE THAN \$50,000 TO ALL CLAIMANTS FOR ACTS OR OMISSIONS OF 1 CONTRACTOR UNLESS, AFTER THE COMMISSION HAS PAID OUT \$50,000 ON ACCOUNT OF ACTS OR OMISSIONS OF THE CONTRACTOR, THE CONTRACTOR REIMBURSES \$50,000 TO THE FUND;

(3) AN AMOUNT FOR ATTORNEY FEES, CONSEQUENTIAL DAMAGES, COURT COSTS, INTEREST, PERSONAL INJURY DAMAGES, OR PUNITIVE DAMAGES; OR

(4) AN AMOUNT AS A RESULT OF A DEFAULT JUDGMENT IN COURT.

(F) EXCLUDED CLAIMANTS.

(1) A CLAIM AGAINST THE FUND BASED ON THE ACT OR OMISSION OF A PARTICULAR CONTRACTOR MAY NOT BE MADE BY:

(I) A SPOUSE OR OTHER IMMEDIATE RELATIVE OF THE CONTRACTOR;

(II) AN EMPLOYEE, OFFICER, OR PARTNER OF THE CONTRACTOR; OR

(III) AN IMMEDIATE RELATIVE OF AN EMPLOYEE, OFFICER, OR PARTNER OF THE CONTRACTOR.

(2) AN OWNER MAY MAKE A CLAIM AGAINST THE FUND ONLY IF THE OWNER:

(I) RESIDES IN THE HOME AS TO WHICH THE CLAIM IS MADE; OR

(II) DOES NOT OWN MORE THAN 3 DWELLING PLACES.

(G) LIMITATIONS PERIOD.