

## ELECTION OF CONSUMER

### Option #1:

#### ***Binding Arbitration***

*Pursuant to the provisions of Chapter 481I, Hawaii Revised Statutes, I, the undersigned consumer hereby agree to participate in and be bound by the operation and decision of the State Certified Arbitration Program ("SCAP"). It is my understanding that this agreement obligates all parties to the above-captioned arbitration to participate in and be bound by said operation and decision. It is my understanding that a trial de novo will not be available to either party, based upon my decision that the arbitration be binding in nature.*

*Dated: \_\_\_\_\_*

\_\_\_\_\_  
*Consumer (or designated representative)*

*Dated: \_\_\_\_\_*

\_\_\_\_\_  
*Manufacturer (or its designated agent)*

*Dated: \_\_\_\_\_*

\_\_\_\_\_  
*Arbitrator or SCAP Representative*

## ELECTION OF CONSUMER

### Option #2

#### ***Non-Binding Arbitration with Time Limitation***

*Pursuant to the provisions of Chapter 481I, Hawaii Revised Statutes, I, the undersigned consumer hereby agree to participate in but not be bound by the operation and decision of the State Certified Arbitration Program ("SCAP"). It is my understanding that this agreement obligates all parties to the above-captioned arbitration to participate in but not be bound to the decision of the arbitrator. Accordingly, a trial de novo may be demanded by either party following the arbitration decision, based upon my decision that the arbitration be non-binding in nature. It is also my understanding that if there is no trial de novo demanded within thirty (30) days following the service of the arbitrator's award, then the arbitrator's decision shall become final and binding upon all parties.*

*Dated:* \_\_\_\_\_

\_\_\_\_\_  
*Consumer (or designated representative)*

*Dated:* \_\_\_\_\_

\_\_\_\_\_  
*Manufacturer (or its designated agent)*

*Dated:* \_\_\_\_\_

\_\_\_\_\_  
*Arbitrator or SCAP Representative*