FILING AN ARBITRATION REQUEST BY A MEMBER

In response to your request, enclosed is a *Request and Agreement to Arbitrate* Form. Please note that this form is to be signed only by REALTOR® principals. The NATIONAL ASSOCIATION OF REALTORS® *Code of Ethics and Arbitration Manual* states:

"A REALTOR® other than a principal shall have the right to invoke the arbitration facilities of the Board in a business dispute with a REALTOR® in another firm, whether in the same or a different Board, provided the REALTOR® principal with whom he is associated joins in the arbitration request, and requests the arbitration with the REALTOR® principal of the other firm. Arbitration in such cases shall be between the REALTOR® principals. REALTOR® non-principals who invoke arbitration in this manner, or who are affiliated with a respondent and have a vested financial interest in the outcome, have the right to be present throughout the proceedings and to participate, but are not considered to be parties."

The non-principal REALTOR's® name that is invoking the arbitration with their Broker should be inserted on line #8 of the *Request and Agreement to Arbitrate* Form. Likewise the non-principal REALTOR's® name that is affiliated with the Respondent REALTOR® Principal should be inserted on line #5 of the *Request and Agreement to Arbitrate* Form.

When naming the Respondent you may name either a REALTOR® principal as the sole respondent; could name multiple REALTOR® principals; could name a firm as the respondent; or could name both individual REALTOR® principals and their firm as respondents. In this way, the likelihood of the arbitration process being thwarted because a named respondent is no longer subject to an association's jurisdiction before, during or after the arbitration process, or an award being uncollectible, is greatly reduced.

Enclosed is a list of documents that could prove helpful to the Grievance Committee. It would be appreciated if you would send copies of any of these that you have. After completing the form return it with a statement of why it is felt the amount is owed from the Respondents and include any evidence that supports your request. By signing the form you will have agreed to several things, including agreeing to arbitrate and be bound by the Hearing Panel's decision. Please read the form carefully before signing as it contains several disclosures of your rights and obligations. The filing fee of $250 should also be included when returning the form. This is refundable should (a) the Grievance Committee dismiss the case (b) the matter is successfully mediated, or (c) you are the prevailing party in a professional standards hearing. You have 180 days from close of escrow or from when you first knew about the problem to file your request.

Should you have any questions please feel free to contact me.

Sincerely,

Jackie Whittaker
Professional Standards Administrator

/Enclosures

REQUEST AND AGREEMENT TO ARBITRATE

1. The undersigned, by becoming and remaining a member of the SouthEast Valley Regional Association of REALTORS® (or Participant in its MLS), has previously consented to arbitration through the Association under its rules and regulations.

2. I am informed that each person named below is a member in good standing of the Association (or participant in its MLS), or was a member of said Association of REALTORS® at the time the dispute arose.

3. A dispute arising out of the real estate business as defined by Article 17 of the Code of Ethics, exists between me and (list all persons you wish to name as respondents to this arbitration):

   (Name) _____ REALTOR® Principal _____
   Address

   (Name) _____ REALTOR® Principal _____
   Address

   (NOTE: Arbitration is generally conducted between REALTOR® (principals) or between firms comprised of REALTOR® principals.)

4. There is due, unpaid and owing to me (or I retain) from the above named persons the sum of $ _____. My claim is predicated upon the statement attached, marked Exhibit 1 and incorporated by reference into this application.

5. The following REALTOR® non-principal affiliated with the above named Respondent REALTOR® principal's firm was involved in the transaction in dispute. _____

6. I request and consent to arbitration through the Association in accordance with its *Code of Ethics and Arbitration Manual* and I agree to abide by the arbitration award and to comply with it promptly.
   In the event I do not comply with the arbitration award and it is necessary for any party to this arbitration to obtain judicial conformation and enforcement of the arbitration award against me, I agree to pay the party obtaining such confirmation the costs and reasonable attorney's fees incurred in obtaining such confirmation and enforcement.

7. I enclose my check in the sum of $250 for the arbitration filing fee.

8. I understand that I may be represented by legal counsel, and that I should give written notice no less than fifteen (15) days before the hearing of the name, address, and phone number of my attorney to all parties and to the Association. Failure to provide this notice may result in a continuance of the hearing, if the Hearing Panel determines that the rights of the other party(ies) require representation.

Each party must provide a list of the names of witnesses he intends to call at the hearing to the Association and to all other parties not less than fifteen (15) days prior to the hearing. Each party shall arrange for his witness to be present at the time and place designated for the hearing. The following REALTOR® non-principal affiliated with my firm has a financial interest in the outcome of the proceeding and has the right to be present throughout the hearing: _____

9. Under the penalties of perjury, I declare that this application and the allegations contained herein are true and correct to the best of my knowledge and belief and this request for arbitration is filed within one hundred eighty (180) days after the closing of the transaction, if any, or within one hundred eighty (180) days after the facts constituting the arbitrable matter could have been known in the exercise of reasonable diligence, whichever is later.

10. If either party to any arbitration request believes that the Grievance Committee has incorrectly classified the issue presented in the request (i.e., mandatory or voluntary), the party has twenty (20) days from the date of receipt of the Grievance Committee's decision to file a written appeal of the decision. Only those materials that the Grievance Committee had at the time of its determination may be considered with the appeal by the Board of Directors.

11. Are the circumstances giving rise to this arbitration request the subject of civil litigation? _____Yes _____ No

12. Important note related to arbitration conducted pursuant to Standard of Practice 17-4 (1) or (2): Where arbitration is conducted between two (or more) cooperating brokers pursuant to Standard of Practice 17-4 (1) or (2), the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the Respondent by the listing broker, seller, or landlord and any amount credited or paid to a party to the transaction at the direction of the Respondent.

13. Please attach documentation that demonstrates the transaction involved in the dispute has closed escrow or a lease has been executed. Documentation is attached ( ) Yes ( ) No
14. Address of the property in the transaction giving rise to this arbitration request: _____
_____

15. The sale/lease closed on: _____

Page Three - Request and Agreement to Arbitrate Form

Complainant(s)

Name (*Type/Print)*	Signature of REALTOR® principal	Date
Address		Telephone
Name (*Type/Print)*	Signature of REALTOR® principal	Date
Address		Telephone
Name of Firm*	Address	

**In cases where arbitration is requested in the name of a firm comprised of REALTORS® (principals), the request must be signed by at least one of the REALTOR® principals of the firm as a complainant.*