

Request for Arbitration
Instructions for completing your request

I. **Has there been a successful transaction?** A successful transaction is defined as a sale that closes or a lease that is executed. If yes, proceed with completing the request. If no, wait for the successful transaction.

II. **Complete the Request for Arbitration.** Read each item before signing. The following directions will assist you to complete the blanks on this form and help avoid unnecessary delays in processing. Read all paragraphs before signing the request and agreement to arbitrate form.

Paragraph (3) Fill in the name of the **REALTOR® principal** of the office with whom you have the dispute. This will be the **Office Manager or the Broker of Record or both** for that office or firm. It is important that you name all REALTOR® Principals that you believe should be held responsible for the disputed amount. It is up to the person making the request to name all necessary parties. Read the document [Appropriate Parties](#) to help you decide which individuals should be named. If you have questions on the identity of the broker or office manager you may contact [Paula Tansey](#) (610-560-4800.)

Paragraph (4) Fill in the amount of money in dispute. Additionally, state where the disputed amount is now; is it held by a Realtor office (identify that office) is it held by an escrow agent (identify that agent)?

Paragraph (7b) Insert the name of the agent in your office who has a financial interest in the outcome of the hearing. This person has the right to be present for the entire hearing and must be named here. Note: This individual must be a Realtor member of the Association. Non-members may only appear as witnesses.

Paragraph (10) Check the appropriate answer.

Paragraph (12) Enter the address of the property involved in this dispute

Paragraph (13) Enter the date of closing. Provide supporting documentation if available.

Signatures: Arbitration is between brokers as only brokers are authorized to pay commissions or fees. Just as the individual(s) identified in paragraph 3 are REALTOR principals, the signatory on the request will also be the REALTOR principal(s) of the firm requesting arbitration. The agent involved in the transaction is identified in paragraph 7b.

III. Mediation: Read the explanation of Mediation and, if acceptable to you, sign the 'Agreement to Mediate' form. Mediation is voluntary; both parties must agree. Should mediation be successful there will be no Arbitration. Should mediation be unsuccessful, you may still go to Arbitration.

IV. Pertinent Documents. Attach to the request form a narrative of events leading you to file the request. Be sure that all documents that you wish the Grievance Committee to consider are included.

Complete and include the **Arbitration Checklist** to ensure appropriate review by the Grievance Committee.

V. Filing Deposit Include a check payable to SWRA for \$ 350.00. The prevailing party in an arbitration hearing usually has their fee returned. The deposit of the non-prevailing party in an arbitration hearing is retained to cover the costs of arbitration. If a hearing does not take place (i.e. if you and the other party settle on your own or through mediation) both parties' deposits will be returned.

VI. Permission to use email form: Read the instructions for using email to communicate in a request for arbitration. There are specific allowances and prohibitions outlined on the form. Additionally, there is a responsibility on your part to acknowledge receipt of all communications by return email within 24 hours of each receipt. Read the instructions carefully and sign in the appropriate spot.

Request and Agreement to Arbitrate

1. The undersigned, by becoming and remaining a member of Suburban West REALTORS® Association (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 Suburban West REALTORS® Association (or Participant in its MLS), or was a member of said Association (or Participant in its MLS) 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 (or my firm) and (list all persons and/or firms you wish to name as Respondents to this arbitration):

_____, REALTOR® principal** _____
(Broker/Principal name) (Office)

_____, REALTOR® principal** _____
(Broker/Principal Name) (Office)

Office Address

(**Note: A REALTOR® principal is a licensed or certified individual(s) who are sole proprietors, partners in a partnership, officers or majority shareholders of a corporation, or office managers (including branch office managers) acting on behalf of the principals of a real estate firm.)

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 and incorporated by reference into this application. The disputed funds are currently held by _____.

5. I request and consent to arbitration through the Association in accordance with the National Association of REALTORS® Code and Arbitration Manual and the professional standards procedures set forth in the bylaws of the Association, 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 confirmation 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.

6. I enclose my check in the sum of \$ **350.00** for the arbitration-filing deposit.

7a. I understand that counsel may represent me, and that I should give written notice no less than 15 days before the hearing of the name, address and telephone number of my attorney to all parties and 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 require representation.

7b. 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 15 days before the hearing. Each party shall arrange for his witnesses 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:

_____.

8. 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 180 days after the closing of the transaction, if any, or within 180 days after the facts constituting the arbitrable matter could have been known in the exercise of reasonable diligence, whichever is later.

9. If either party to an arbitration request believes that the Grievance Committee has incorrectly classified the issue presented in the request (i.e., mandatory or voluntary), the party has 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.

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

11. 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.

12. Address of the property in the transaction giving rise to this arbitration request:

13. The sale/lease closed on: _____

14. Agreements to arbitrate are irrevocable except as otherwise provided by state law.

Complainant(s): _____
Signature of REALTOR® Principal

Name of REALTOR® Principal (Type or Print)

Firm Name

Street Address, City, State, Zip

Phone: (_____) _____

MEDIATION

Mediation is a process where both parties present their dispute to an objective third party, the mediator. The mediator is a trained facilitator. The mediator's goal is to identify and diffuse the emotions to clear the way for the parties to reach an amicable resolution. The desired result of a mediation conference is a decision mutually agreed upon by the parties as to how to disburse the disputed funds. Should the parties be unable to reach a mutually acceptable resolution, the matter will be brought before an Arbitration Hearing Panel.

Participation in mediation is voluntary. All parties will be offered the opportunity and encouraged to participate in the mediation process in good faith, and to abide by the determination. The parties to mediation should be aware that they may withdraw from the process at any point prior to reaching an agreement. Any offers of settlement that were not accepted or any suggested resolution proposed by the Mediation Officer that was not accepted will not be introduced as evidence nor considered in any manner should the matter require arbitration by the Association's Professional Standards Committee. However, if the parties agree to a settlement of the dispute, and the settlement has been reduced to writing and has been signed by all of the parties, the matter is deemed resolved and cannot be the subject of a subsequent arbitration hearing. In the event either of the parties later fails to abide by the terms of the settlement, the matter may not be arbitrated; instead, the other party should be encouraged to have the settlement agreement judicially enforced by a court of competent jurisdiction.

Mediation has been successful in over 90% of cases. Participants who resolve their dispute through mediation will receive a full refund of the arbitration fee paid by them.

Agreement to Mediate

The undersigned members of the Board agree that they are involved in a dispute arising out of their relationship as REALTORS[®].

As a party to the mediation process I understand and agree as follows:

Participation in mediation procedures is voluntary. Parties to mediation may withdraw from the process at any point prior to reaching an agreement. Parties to mediation that do not reach an agreement shall be free to pursue arbitration of the dispute in accordance with the guidelines set forth in the *Code of Ethics and Arbitration Manual* of the NATIONAL ASSOCIATION OF REALTORS[®]. The parties acknowledge that the mediator is not providing legal representation, legal advice, or legal services, and that the parties are advised of their right to be represented by counsel at the mediation and also of their right to obtain independent legal advice (if counsel are not at the mediation) before signing any final settlement agreement.

Any offers of settlement that were not accepted or any suggested resolution proposed by the Mediation Officer that was not accepted will not be introduced as evidence nor considered in any manner should the matter require arbitration by the Board's Professional Standards Committee. However, if the parties agree to a settlement of the dispute, and the settlement is reduced to writing and has been signed by all of the parties, the matter shall be considered resolved, and shall not be the subject of a subsequent arbitration hearing. In the event that either of the parties fails to abide by

the terms of the settlement, the matter may not be arbitrated; instead, the other party should be encouraged to have the settlement agreement judicially enforced by a court of competent jurisdiction.

No aspect of this mediation conference shall be relied upon or introduced as evidence in any arbitration, judicial, or other proceeding, including, but not limited to: views expressed or suggestions made by a party with respect to a possible settlement of the dispute; admissions made in the course of the mediation; proposals made or views expressed by the Mediator or the response of any party thereto. No privilege shall be affected by disclosures made in the course of mediation. Disclosure of any records, reports, or other documents received or prepared by the Board or Mediation Officer shall not be compelled. Neither the Board or the Mediation Officer shall be compelled to disclose or to testify in any proceeding as to information disclosed or representations made in the course of the mediation or communication to the Mediator in confidence. Neither the Mediation Officer, the Suburban West REALTORS® Association, the Pennsylvania Association of REALTORS® nor the NATIONAL ASSOCIATION OF REALTORS® any of its Member Boards shall be deemed "necessary parties" in any judicial proceedings relating to mediation under this Agreement. The parties acknowledge that the mediation proceedings will not be tape recorded and that weapons of any type are prohibited.

Any Agreement signed by the parties, pursuant to the mediation conference, shall be binding.

Please sign in the section which indicates your choice to mediate or not and return to the Association office.

By my signature below, I acknowledge my rights and **agree to the terms of the mediation procedures as stated above.** I hereby affirm that I have the authority to enter into and sign a binding written agreement to settle this dispute.

By my signature below, I acknowledge my rights and **decline mediation.**

Complainants:

Respondents:

Type/Print Name of Realtor
Principal

Type/Print Name Realtor
Principal

Signature

Date

Signature

Date

Use of Email

When possible, email is the preferred form of delivery for notices and documents for an Ethics Complaint or Request for Arbitration **except for the following**:

This policy specifically **prohibits** the use of email for the following:

- Submitting an ethics complaint and/or supporting documents
- Submitting a request for arbitration and/or supporting documents
- Filing a response
- Filing an appeal or request for procedural review

The privilege of using email for an ethics complaint or request for arbitration **requires** that the intended recipient acknowledge receipt of any and all email from the Association, pertaining to the ethics or arbitration matter, within 24 hours of receipt by return email. Should the intended recipient fail to acknowledge receipt within 24 hours, the Association at its sole discretion may refuse to deliver or receive future notices via email.

Should a party choose to use email to notify the other party and the association of the attendance of witnesses or counsel, that party is responsible for proving timely receipt.

Please print and sign your name below and provide your preferred email address for receiving notices and documents.

PRINT

SIGNATURE

DATE

EMAIL ADDRESS (PRINT CLEARLY)

-OR-

I have read and understand the email policy and **DECLINE** delivery via email for subsequent notices related to this complaint.

PRINT

SIGNATURE

DATE