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(s)** 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 not a Team Leader, unless that individual also happens to be the Broker of Record or Office Manager of the office. 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 (you) to name all necessary parties. If you have questions on the identity of the broker or office manager you may contact Paula Tansey ptansey@suburbanwestrealtors.com or (610-560-4800.)

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

Paragraph (8) 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 in order to exercise that right. Note: This individual must be a REALTOR® member of the Association. Non-member salespersons may only appear as witnesses.

Paragraph (11) Check the appropriate answer.

Paragraph (13) Enter the address of the property involved in this dispute

Paragraph (14) Enter the date of closing.

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. This will be the **Office Manager or the Broker of Record or both** for your office or firm. It is **not** a Team Leader, unless that individual also happens to be the Broker of Record or Office Manager of the office. The agent involved in the transaction is identified in paragraph 8. The agent does not sign the request for arbitration.

III. Mediation: Read the explanation of Mediation. **Office Manager or the Broker of Record or both** for the office or firm signs 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 the events** leading you to file the request. Include supporting documents.

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.

Request and Agreement to Arbitrate Checklist

The following items should accompany your Request for Arbitration so the Grievance Committee may make a proper decision as to the arbitrability of this matter. Please include this completed checklist with the appropriate documents.

☐ Request and Agreement to Arbitrate

☐ A narrative of events leading you to request arbitration and supporting documents

☐ Proof that settlement has occurred.

☐ Proof that an offer of compensation exists. An offer through the MLS or other written compensation agreement between the Listing Broke and Cooperating Broker.

- If supplying proof of offer through the MLS, are all parties members of the MLS where the offer was made?

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

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, if I am not the prevailing party, to, within ten (10) days following transmittal of the award, either (1) pay the award to the party(ies) named in the award or (2) deposit the funds with the Association to be held in an escrow or trust account for this purpose. Failure to satisfy the award or to deposit the funds in the escrow or trust account within this time period may be considered a violation of a membership duty and may subject the member to disciplinary action at the discretion of the Board of Directors.

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.

7. 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.

8. 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 (agent) 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. 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.

10. 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.

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

_____

14. The sale/lease closed on: _____

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

Complainant(s):

_____
Name of REALTOR® Principal (Type or Print)

_____
Signature of REALTOR® Principal

_____
Firm Name

_____
Street Address, City, State, Zip

Phone: (_____) _____