



## **Arbitration Inquiry**

In response to your request for filing arbitration, enclosed is Form A-1. Arbitration is a means of resolving a monetary dispute arising out of a real estate transaction that the parties have been unable to resolve themselves. REALTORS®, who are principal brokers, can file for arbitration against another principal broker.

Complete Form A-1 and attach a written narrative explaining the circumstances of the transaction and include any evidence or documents that you think are pertinent to support your case. Please send us:

- Original, plus five (5) copies of Form A-1 and supporting documentation.

When your Request for Arbitration is returned to us, the Professional Standards Administration will ask you if you are willing to mediate the dispute with one of the Board's approved Mediators. If Mediation is declined or an agreement can't be reached by the parties involved, the case will be reviewed by the Grievance Committee at their next scheduled meeting. Our Grievance Committee determines whether or not sufficient evidence exists to arbitrate the matter and whether the request is filed within the 180-day time frame of when the facts could have reasonably been known, or when the transaction on the subject property closed, whichever is later.

Thank you for allowing the Englewood Area Board of REALTORS® to review your request. If you have any questions, please contact Dianne Clark, Chief Executive Officer at 941-208-5546, or by email at [dclark@eabor.net](mailto:dclark@eabor.net).

## Request and Agreement to Arbitrate

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

(Name)	(REALTOR® Principal Address)
(Name)	(Broker/Office Manager Address)
(Firm)	(Address)

(NOTE: Arbitration is generally conducted between REALTORS® (principals) or between firms comprised of REALTOR® principals. Naming a REALTOR® (principal) as a respondent enables the complainant to know who will participate in the hearing from the respondent's firm; naming a firm may increase the likelihood of collecting any resulting award).

4. There is due, unpaid, and owing to me (or I retain) from the above-name persons the sum of \$\_\_\_\_\_. My claim is predicated upon the statement attached, marked Exhibit I and incorporated by reference into this application. The disputed funds are currently held by\_\_\_\_\_.

Parties are strongly encouraged to provide any and all documents and evidence they intend to introduce during the hearing to the other party(ies) and to the Association prior to the day of the hearing. Providing documents and evidence in advance can expedite the hearing process and prevent costly, unnecessary continuances.

5. I request and consent to arbitration through the Association in accordance with its *Code of Ethics and Arbitration Manual* (alternatively, "in accordance with the professional standards procedures set forth in the Bylaws of the Association"). I agree to abide by the arbitration award and, if I am the non-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 Professional Standards Administrator to be held in an escrow or trust account maintained 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 consistent with Section 53, The Award, Code of Ethics and Arbitration Manual.

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 \$500.00 for the arbitration filing fee.
7. 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 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.

8. Each party must provide a list of the names of witnesses he/she 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/her 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 may be called as a witness and, has the right to be present throughout the hearing:\_\_\_\_\_.

All parties appearing at a hearing may be called as a witness without advanced notice.

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

Date(s) alleged dispute took place\_\_\_\_\_.

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 twenty (20) days from the date of transmittal 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 under state law.

### COMPLAINANT(s)

Name (Type/Print)	Signature of REALTOR® Principal	Date
-------------------	---------------------------------	------

Address		
---------	--	--

Telephone	Email
-----------	-------

Name (Type/Print)	Signature of REALTOR® Principal	Date
-------------------	---------------------------------	------

Address		
---------	--	--

Name of Firm	Address
--------------	---------

Telephone	Email
-----------	-------

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.