

Guidelines for Requesting Arbitration

Filing – Any broker (principal of a real estate brokerage) may file a Request for Arbitration against a broker (principal) of another real estate firm. A salesman may request arbitration only if joined by his broker. A client may file arbitration against a broker. The arbitration is filed in the Board/Association where the broker is a REALTOR® or an MLS Participant. If the two brokers are members of the same Board/Association, the arbitration is held with that Board/Association. If the two brokers are members of different Boards/Associations, it would be an interboard arbitration.

Contract – There must be a contractual issue between the parties for an arbitration to be held. The respondent must have agreed to pay the complainant (MLS or some form of contract).

Examples: A listing broker, who is unclear on which cooperating broker to pay, should file against any broker who may have a claim.

A cooperating broker files against a listing broker. The listing broker may then file an arbitration against the broker who was paid or any broker where a contractual matter exists.

Fee – There is a \$250 fee charged to file an arbitration. Exception: There is no fee for a listing broker who files against two cooperating brokers and makes no claim for the commission. The fee is usually returned to the REALTOR® who prevails in the arbitration.

Time – An arbitration must be filed within 180 days from closing or where all facts could have been known with reasonable diligence.

Preliminary Review – Once the arbitration is filed, the Grievance Committee will review the request. The Grievance Committee will determine if there is an arbitrable issue and if the arbitration is mandatory or voluntary.

Dismiss – The Grievance Committee can either dismiss the complaint if: 1) no contractual matter exists; 2) amount is too large or too small; 3) dispute is too legally complex; 4) matter being litigated; 5) not filed within 180 days.

Appeal – If the Grievance Committee dismisses the complaint, the complainant has the right to appeal to the Board of Directors within 20 days.

Challenges of Panel – An arbitration panel is comprised of 3 or 5 members of the Professional Standards Committee. A list of all members of the Professional Standards Committee will be sent to the parties and the parties have 10 days to challenge a panel member.

Notice – The parties will be advised of the date and time of the hearing (at least 21 days prior to the hearing).

Member Form

Form #A-1

Venice Area Board of Realtors, Inc.

Board of State Association

680 Substation Rd.

Venice, FL

34285

Address

City

State

Zip

Request and Agreement to Arbitrate

- (1) The undersigned, by becoming and remaining a member of the Venice Area Board of REALTORS® (or Participant in its MLS), has previously consented to arbitration through the Board under its rules and regulations.
- (2) I am informed that each person named below is a member in good standing of the Board (or Participant in its MLS), or was a member of said 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):

_____, REALTOR® principal _____
Name Address

_____, REALTOR® principal _____
Name Address

Firm Address

(NOTE: Arbitration is generally conducted between REALTORS® (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 I and incorporated by reference into this application. The disputed funds are currently held by _____.

- (5) I request and consent to arbitration through the Board 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 Board"), 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 \$ 250.00 for the arbitration filing deposit.*

- (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 Board. 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.

*Not to exceed \$500.

(8) Each party must provide a list of the names of witnesses he intends to call at the hearing to the Board and to all other parties not less than fifteen (15) days prior to the hearing. Each party shall arrange for his witnesses to be present at the time and place designated for the hearing. The following REALTOR® nonprincipal (or REALTOR-ASSOCIATE® nonprincipal) 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:

(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 (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 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) 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 co-complainant.

(Revised 11/12)

Non member form

Form #A-2

Venice Area Board of Realtors, Inc.

Board or State Association

680 Substation Rd.

Address

Venice, FL

City

State

34885

Zip

Request and Agreement to Arbitrate (Nonmember)

- (1) The undersigned agrees and wants to submit to arbitration before a Hearing Panel of the Venice Area Board of REALTORS® with the understanding that the arbitration will be conducted pursuant to the Code of Ethics and Arbitration Manual of the Board (or, alternatively, "in accordance with the professional standards procedures set forth in the Board's bylaws"). The undersigned acknowledges having had the opportunity to review the Board's procedures or having been provided with a copy of the procedures.
- (2) I am informed that each person named below is a member in good standing of the Board (or Participant in its MLS), or was a member of said 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 and (list all persons and/or firms you wish to name as respondents to this arbitration):
- | | | |
|-------|--------------------|---------|
| _____ | REALTOR® principal | _____ |
| Name | | Address |
| _____ | REALTOR® principal | _____ |
| Name | | Address |
| _____ | | _____ |
| Firm | | 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, marked Exhibit I and incorporated by reference into this application.
- (5) The undersigned confirms that execution of this Agreement is wholly voluntary and, pursuant to this Agreement, agrees and promises to abide absolutely by the award of the Hearing Panel and, in the event of adverse decision, to make prompt compliance and to pay the fees and costs as provided by the Board's professional standards procedures.
- (6) I enclose my check in the sum of \$ 250.00 for the arbitration filing fee deposit.*
- (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 Board. 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 Board and to all other parties not less than fifteen (15) days prior to the hearing. Each party shall arrange for his witnesses to be present at the time and place designated for 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 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.

*Not to exceed \$500.

- (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 twenty (20) days from the date of the 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) Agreements to arbitrate are irrevocable except as otherwise provided under state law.

Complainant(s):

Name (Type/Print) Signature of complainant Date

Address

Telephone Email

Name (Type/Print) Signature of complainant Date

Address

Telephone Email