

**Form #A-1**

## MASON OCEANA MANISTEE BOARD OF REALTORS®

409 W. LUDINGTON AVE., SUITE 203

LUDINGTON, MI 49431

## Request and Agreement to Arbitrate

- (1) The undersigned, by becoming and remaining a member of the MASON OCEANA MANISTEE 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 my firm and the firm named below (You may also name a Realtor® [principal] as an additional respondent to this arbitration. Naming a Realtor® [principal] as an additional respondent enables the complainant to know who will participate in the hearing from the respondent's firm.):*

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<i>Name of Firm</i>	Address
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<i>Realtor® principal (optional)</i>	Address
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- (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 \_\_\_\_\_.

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 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”). 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 **\$ 300** for the arbitration filing deposit.\*
- (7) *I understand that I may be represented by counsel, and that I am requested to give written notice of my intention to have counsel present fifteen (15) days before the hearing to the Board and the other party, including legal counsel's name, address and phone number. Failure to provide this notice will not invalidate my right to legal representation, however, upon the request of any other party, a continuance of the hearing may be granted if the hearing panel determines that the rights of any other party require representation by legal counsel.*
- (8) *The Complainant must provide a list of witnesses he/she intends to call at the hearing and copies of exhibits to the Board and to the other party not less than fifteen (15) days before the hearing. The Respondent must provide a list of witnesses he/she intends to call at the hearing and copies of exhibits to the Board and to the other party not less than seven (7) 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. 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 may be called as a witness and has the right to be present throughout the hearing:*

\*Not to exceed \$500.

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- (9) *The Complainant must provide a list of witnesses he/she intends to call at the hearing and copies of exhibits to the Board and to the other party not less than fifteen (15) days before the hearing. The Respondent must provide a list of witnesses he/she intends to call at the hearing and copies of exhibits to the Board and to the other party not less than seven (7) 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. 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 may be called as a witness and has the right to be present throughout the hearing:*

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

- (10) *Failure to provide a list of witnesses and copies of exhibits within the time specified will constitute a waiver of the right to call those witnesses or use exhibits at the hearing, unless the Chairperson agrees to allow their testimony or use of exhibits.*
- (11) 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.  
**Date(s) alleged dispute took place**
- (12) 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.
- (13) Are the circumstances giving rise to this arbitration request the subject of civil litigation? **Yes** **No**
- (14) *This shall be deemed an arbitration agreement within the meaning of the Michigan Court Rule 3.602 and the undersigned agree that such judgment may be entered in any circuit court upon the award.*
- (15) 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.
- (16) Address of the property in the transaction giving rise to this arbitration request: \_\_\_\_\_
- (17) The sale/lease closed on: \_\_\_\_\_
- (18) Agreements to arbitrate are irrevocable.

**Complainant:**

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**Name of Firm**

**Signature of Realtor® [principal]**

**Date**

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**Address**

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**Telephone**

**Email**