

MINNESOTA ASSOCIATION OF REALTORS®

5750 Lincoln Drive
Edina, Minnesota 55436-1697

Office Use Only: Date Complaint Received:

Request and Agreement to Arbitrate

- (1) The undersigned, by becoming and remaining a member of the Minnesota Association of REALTORS® (hereinafter "Association") (or Participant in a local or Regional 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 Association (or Participant in a local or Regional MLS), or was a member of said Association 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. *):

Complainant:

Respondent(s):

(Name of Principal)
(Address)
(Name of Firm**)
(Firm Address)
(Telephone)
(Principal E-mail)

(Name of Principal)
(Address)
(Name of Principal)
(Address)
(Firm)
(Firm Address)

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

The following REALTOR® 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:

(Name of nonprincipal) (Type/Print)

- (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 make sure the Association receives any and all documents and evidence they intend to introduce during the hearing at least seven (7) days 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. 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 and notify the Association in writing of such payment, 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

* Complainants may name one or more REALTOR® principals or a firm comprised of REALTOR® principals as respondent(s). Or, complainants may name REALTOR® principals and firms as respondents.

** In cases where arbitration is requested in the name of a firm comprised of REALTOR® (principals), the request must be signed by at least one of the REALTOR® principals of the firm as a co-complainant. (See Part 7, Section 26 of the COEAM for the definition of a REALTOR® principal.)

time period may be considered a violation of a membership duty and may subject the member to disciplinary action at the discretion of the Leadership Team 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 payment in the sum of \$250.00 for the arbitration filing fee deposit made payable to the Minnesota Association of REALTORS®.
- (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 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 witnesses to be present at the time and place designated for the hearing. All parties appearing at a hearing may be called as a witness without advance 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 (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 _____

The sale/lease closed on: _____

- (10) If either party to an arbitration request believes that the Grievance Review Panel 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 Review Panel's decision to file a written appeal of the decision. Only those materials that the Grievance Review Panel had at the time of its determination may be considered with the appeal by the Appeal Tribunal.
- (11) Are the circumstances giving rise to this arbitration request the subject of civil litigation? Yes No
- (12) **MEDIATION:** Voluntary mediation is a process in which the parties, with the assistance of a qualified Mediation Officer, attempt to resolve the dispute. The Mediation Officer will attempt to create and maintain an atmosphere of communication between the parties while facilitating their negotiation but will not dictate an award. Mediation is a viable alternative to formal arbitration, if the parties are willing to compromise.

Are you interested in the option of mediation on this dispute? Yes No

- (13) 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.
- (14) Address of the property in the transaction giving rise to this arbitration request:

(15) Agreements to arbitrate are irrevocable except as otherwise provided under state law.

Complainant(s) Signature:



Name (Type/Print) Signature of REALTOR® **Principal/Broker (Required)** Date