



GREATER
CHATTANOOGA
ASSOCIATION
of REALTORS®

GENERAL INFORMATION REGARDING ARBITRATION REQUESTS & RESPONSES BY NONMEMBERS & NON MLS PARTICIPANTS

1. Arbitration Requests must be 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.
2. No filing fee is required for a client/customer of a REALTOR® to file an Arbitration Request.
3. A \$200 (two hundred dollar) filing fee is required of a REALTOR® Principal, who himself is not a member of the Association and/or is not a Participant in the Association's MLS.
4. Arbitration Requests must be typewritten (i.e., typewriter, computer, word processor) or in legible handwriting.
5. An Arbitration Request should state the facts on which it is based, including the amount of money in dispute and the closing date of the transaction, if any, or the date the facts constituting the arbitrable matter could have been known in the exercise of reasonable diligence.
6. If alleged unethical conduct exists related to the same circumstances giving rise to the Arbitration Request, an ethics complaint may be filed with the Association and would be treated as a separate matter.
7. The Arbitration Request will be reviewed by the Association's Grievance Committee, which meets monthly. The Grievance Committee will determine if the matter is properly arbitrable and classify it as either "mandatory" or "voluntary" arbitration. Should the Grievance Committee forward the matter to a hearing before the Professional Standards Committee, both the Complainant(s) and Respondent(s) will be asked to appear at the hearing. An arbitration hearing will be conducted regardless of a written response from the Respondent(s), and/or regardless of a signed Response to Request to Arbitrate form from the Respondent(s), and/or lack of participation in the hearing by the Respondent(s).
8. Upon receipt of an Arbitration Request, the Association's mediation services will be offered to the Complainant(s). Should the Complainant(s) desire to mediate the matter, the Respondent(s) will be notified of the Arbitration Request and also offered the Association's mediation services. Should the parties not resolve the matter through mediation prior to the review of the Arbitration Request by the Grievance Committee, the Association's mediation services will again be offered to all parties when/if the Grievance Committee forwards the matter to the Professional Standards Committee for an arbitration hearing. Should the parties resolve the matter on their own or through the Association's mediation services prior to the arbitration hearing being held, the Complainant withdraw (in writing) the Arbitration Request.



REQUEST & AGREEMENT TO ARBITRATE

- 1. The undersigned agrees and desires to submit to arbitration before a Hearing Panel of the Greater Chattanooga Association of REALTORS with the understanding that the arbitration will be conducted pursuant to the Code of Ethics and Arbitration Manual of the Association.
2. I am informed that each person named below is a member in good standing of the Greater Chattanooga Association of REALTORS (or Participant in its MLS), or was a member of the 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 and (list all persons and/or firms you wish to name as Respondents to this arbitration. Naming a REALTOR [principal] as a respondent):

Name, REALTOR Principal Firm

Name, REALTOR Principal Firm

Naming a REALTOR (principal) as a respondent enable the complainant to know who will participate in the hearing from the respondent's firm; naming a firm may increase the likelihood of collecting an resulting award.)

- 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 request. The disputed funds currently are 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. 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. In the event of adverse decision, I agree to, within ten (10) days following transmittal of the award, either (1) pay the award to the party(ies) named in the award of (2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purposes consistent with Section 53, The Award, Code of Ethics and Arbitration Manual.

- 6. I enclose my check in the sum of \$200 for the arbitration filing fee deposit* YES* NO**

*A two hundred dollar (\$200) filing fee is required of a REALTOR Principal, who himself is not a member of the Association and/or is not a Participant in the Association's MLS.

**No filing fee is required for a client/customer of a REALTOR to file an Arbitration Request.

7. I understand that I may be represented by legal counsel, and that I should give written notice to that regard within fifteen (15) days of receipt of the arbitration hearing notice. Said notice shall include the name, address, and phone number of my attorney and be provided to all parties and to 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.

Each party must provide a list of the names of witnesses he intends to call at the arbitration hearing to the Association and to all other parties within fifteen (15) days of receipt of the arbitration hearing notice. Each party shall arrange for his witnesses to be present at the time and place designated for the hearing. In addition to any witnesses, the following person(s) has a financial interest in the outcome of the proceeding and has the right to be present throughout the hearing: _

8. I declare that this request 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: _____

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 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 part to the transaction at the direction of the respondent.

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

13. The sale/lease closed on: _____

14. (If applicable) My agency agreement with the above-named REALTOR® Principal terminated on: _____

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

Complainant

_____ Type/Print NAME SIGNATURE Date

_____ Address Firm

_____ Phone Email