

REALTORS® Association of Northeast Wisconsin, Inc.
W6124 Aerotech Drive; Appleton, WI 54914
920-739-9108

REQUEST AND AGREEMENT TO ARBITRATE AND/ OR ATTEND MEDIATION

1. The undersigned, by becoming and remaining a member of the REALTORS Association of Northeast Wisconsin (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 Association (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:

_____ REALTOR Principal _____
 Complainant Name Firm
 _____, REALTOR _____
 Complainant Name Address

and (List all persons and/or firms you wish to name as Respondents to this arbitration.):

_____ REALTOR Principal _____
 Respondent Name Firm
 _____, REALTOR _____
 Respondent Name 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 named persons the sum of \$ _____.*
 My claim is predicated upon the statement attached, marked Exhibit 1 and incorporated by reference into this application. The disputed funds are currently held by _____.

* RANW has adopted a standard of \$1000 as the minimum amount to arbitrate

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 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 be 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 for the arbitration filing deposit.

7. I am willing to participate in a Mediation Conference ____ Yes ____ No.

In the event the Mediation Conference does not produce a resolution of this dispute, I understand that this request for arbitration will be processed by the Professional Standards Committee in normal course.

*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.

8. 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.

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 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 has the right to be present throughout the hearing:

** If witness statements accompany your complaint, it is recommended that they be verified by affidavit and the signatures of the person providing the statement be notarized.*

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 (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 _____

10. If either party to an arbitration request believes that the Review 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 Review Committee's decision to file a written appeal of the decision. Only those materials that the Grievance Review Committee had at the time of its determination may be considered with the appeal by the Board of Directors.

11. Is the matter giving rise to this arbitration request the subject of civil litigation? ____ Yes ____ No.

If yes, please explain in a separate attachment. Please note: policies may apply related to admissibility or suspension of request.

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.

Dated: _____

COMPLAINANT(S):

Name of REALTOR Principal (Type or Print)

Name of REALTOR (Type or Print)

Signature of REALTOR Principal

Signature of REALTOR

Firm Name*

Phone Number

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.*