



620 North State Street Jackson, MS
Phone: 601-948-1332 jo@cmr.realtor

Request and Agreement to Arbitrate

- 1. The undersigned, by becoming and remaining a member of the Central Mississippi REALTORS® or Participant in its MLS, has previously consented to arbitrate 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 a Participant in its MLS, or was a member at the time the dispute arose
3. A dispute arising out of the real estate business as defined in 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 Address

REALTOR® Principal Address

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 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, 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 Association in accordance with the 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 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 account within the time period may be considered a violation of 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 \$500.00 for the arbitration deposit. I understand that the deposit will be returned to me only if I prevail upon the award becoming final. If I do not prevail my deposit will go toward the expenses incurred in holding the arbitration hearing.**
- 7. I understand that I may be represented by legal counsel, and that I should give written notice no less than 15 days before the hearing of the name, address, and phone number of my attorney **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.
- 8. Each party must provide a list of the names of witnesses he intends to call at the hearing **to the Association and all other parties** not less than 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 affiliated with my firm has a financial interest in the outcome of the proceeding 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.

Date(s) the alleged dispute took place _____

- 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 or a panel of the Board of Directors.
- 11. Are the circumstances giving rise to this arbitration request subject to civil litigation? ___Yes ___No
- 12. Important note related to arbitration pursuant to **Standard of Practice 17-4 (1) or (2)**: Where arbitration is conducted between two (or more) cooperating brokers, 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 the 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 (1)	Date
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Address	Phone
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Email Address

Name (Type/Print)	Signature of REALTOR® Principal (2)	Date
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Address	Phone
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Email Address

Name of Firm	Address
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