



6393 Poplar Avenue Memphis, TN 38119 901-685-2100 (phone) 901-761-4003 (fax)

GENERAL INFORMATION REGARDING ARBITRATION REQUESTS AND RESPONSES

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 fact constituting the arbitrable matter could have known in the exercise of reasonable diligence, whichever is later.
2. The fee to accompany an Arbitration Request is \$100. The fee is nonrefundable, with the exception of requests that are withdrawn in writing or resolved through mediation prior to the Grievance Committee's meeting to review the request. Following the Grievance Committee's determination that a matter is properly arbitrable, consideration for refunding the fee shall be given to a request that is withdrawn due to extreme circumstances that prevent the Complainant(s) from pursuing the request. The Respondent to the Arbitration Request is not charged a fee.
3. Arbitration Requests 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.
4. Arbitration Requests must be typewritten (i.e., typewriter, computer, word processor) or in legible handwriting.
5. A copy of the Arbitration Request will be sent to the Respondent(s) who will be given fifteen (15) business days to provide a written response to the Grievance Committee, which meets monthly to review requests/responses received to date. The Grievance Committee will determine if the matter is properly arbitrable and classify it as mandatory or voluntary arbitration. If the Grievance Committee forwards the matter to a hearing before the Professional Standards Committee, both the Complainant and Respondent will be asked to appear at the hearing.
6. Upon receipt of an Arbitration Request, MAAR's mediation services will be offered to all parties. MAAR'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 MAAR's mediation services prior to the arbitration hearing, the arbitration filing fee will be returned to the Complainant.
7. 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.

Questions? Contact Ken Scroggs at ken.scroggs@maar.org or 901-818-2423.



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REQUEST AND AGREEMENT TO ARBITRATE

1. The undersigned, by becoming and remaining a member of the Memphis Area Association of REALTORS[®] (or Participant in its MLS), has previously consented to arbitration through the Association under its Bylaws.
2. I am informed that each person named below is a member in good standing of the Memphis Area Association of REALTORS[®] (or Participant in its 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):

_____ REALTOR[®] Principal
Name

_____ REALTOR[®] / REALTOR-ASSOCIATE[®] Nonprincipal
Name

_____ Firm _____ Address

NOTE: Arbitration is generally conducted between REALTORS[®] (principals) or between firms comprised of REALTOR[®] principals.)

4. There is due, unpaid, and owing to me (or I retain) from the above-named person(s) the sum of \$ _____. My claim is predicated upon the statement attached, marked Exhibit I, and incorporated by reference into this request. The disputed funds are currently held by _____.
5. I request and consent to arbitration through the Association in accordance with its *Code of Ethics and Arbitration Manual*, and I agree to abide by the arbitration award and to comply with it promptly.

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 \$100.00 for the arbitration filing fee.
7. I understand that I may be represented by legal counsel, and that I should give written notice to that regard within ten (10) 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 ten (10) 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. The following REALTOR[®] nonprincipal(s) (or REALTOR-ASSOCIATE[®] nonprincipal(s)) affiliated with my firm 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.
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. Agreements to arbitrate are irrevocable except as otherwise provided under state law.

Complainant(s):

REALTOR® Principal

**REALTOR® /
REALTOR-ASSOCIATE® Nonprincipal**

Type or Print Name

Type or Print Name

Signature

Signature

Firm

Firm

Address

Address

Phone

Phone

Email

Email

Date

Date

Please attach a narrative and copies of support documentation.