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**Form #A-2**

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**Dearborn Area Board of Realtors**

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<b>2350 Monroe</b>	Board or State Association		
Address	<b>Dearborn</b>	<b>Michigan</b>	<b>48124</b>
	City	State	Zip

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**Request and Agreement to Arbitrate (Nonmember)**

- (1) The undersigned agrees and wants to submit to arbitration before a Hearing Panel of the \_\_\_\_\_ Board of Realtors® with the understanding that the arbitration will be conducted pursuant to the *Code of Ethics and Arbitration Manual* of the Board (or, alternatively, “in accordance with the professional standards procedures set forth in the Board’s bylaws”). The undersigned acknowledges having had the opportunity to review the Board’s procedures or having been provided with a copy of the procedures.
- (2) I am informed that each person named below is a member in good standing of the Board (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 my firm and the firm named below. (You may also name a Realtor® [principal] as an additional respondent to this arbitration. Naming a Realtor® [principal] as an additional respondent enables the complainant to know who will participate in the hearing from the respondent’s firm.):*

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\_\_\_\_\_, \_\_\_\_\_  
Name of Firm Address

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\_\_\_\_\_, \_\_\_\_\_  
Realtor® principal (optional) Address

- (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.

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 or (2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose 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 \$ \_\_\_\_\_ for the arbitration filing fee deposit.\*
- (7) *I understand that I may be represented by counsel, and that I am requested to give written notice of my intention to have counsel present fifteen (15) days before the hearing to the Board and the other party, including legal counsel’s name, address and phone number. Failure to provide this notice will not invalidate my right to legal representation, however, upon the request of any other party, a continuance of the hearing may be granted if the hearing panel determines that the rights of any other party require representation by legal counsel.*
- (8) *The Complainant must provide a list of witnesses he/she intends to call at the hearing and copies of exhibits to the Board and to the other party not less than fifteen (15) days before the hearing. The Respondent must provide a list of witnesses he/she intends to call at the hearing and copies of exhibits to the Board and to the other party not less than seven (7) days prior to the hearing. Each party shall arrange for his/her witnesses to be present at the time and place designated for the hearing. All parties appearing at the hearing may be called as witnesses without advance notice.*
- (9) *Failure to provide a list of witnesses and copies of exhibits within the time specified will constitute a waiver of the right to call those witnesses or use exhibits at the hearing, unless the Chairperson agrees to allow their testimony or use of exhibits.*

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\*Not to exceed \$500.(Revised 6/18)

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(10) 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 180 days after the closing of the transaction, if any, or within 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: \_\_\_\_\_

(11) 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 20 days from the date of the 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.

(12) Are the circumstances giving rise to this arbitration request the subject of civil litigation? \_\_\_\_\_ Yes  
No

(13) *This shall be deemed an arbitration agreement within the meaning of Michigan Court Rule 3.602 and the undersigned agree that such judgment may be entered in any circuit court upon the award.*

(14) 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.

(15) Agreements to arbitrate are irrevocable.

**Complainant:**

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Name of Firm

Signature of Realtor® [principal]

Date

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Address

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Telephone

Email