

Akron Area Board of REALTORS®
565 Wolf Ledges Parkway
P.O. Box 1663
Akron, OH 44309

Arbitration Procedures

If a principal broker believes there are grounds for arbitration of a commission dispute against another principal broker, the broker must submit a formal request for arbitration with the Akron Area Board of REALTORS®. Following are the procedures that must be followed:

1. Consider Mediation as an alternative.
2. The principal broker (complainant) must complete the "Request and Agreement to Arbitration" form and return it to the AABOR.
 - Include an explanation of the situation. State why you feel you are entitled to a compensatory award. Remember, do not include unethical allegations in your agreement. If you believe there have been possible violations of the Code of Ethics, they should be filed separately as an ethics complaint.
 - Attach copies of any and all pertinent documents, purchase agreements, closing statements, etc., plus any notarized statements from witnesses.
3. Upon receipt of the form entitled "Request and Agreement to Arbitrate," it will be forwarded to the principal broker designated as the respondent. The respondent will have 10 days to submit a reply.
4. The Board will submit the arbitration complaint and response to the Grievance Committee who will determine if:
 - The Complainant is authorized to invoke arbitration.
 - The respondent is a member of the Board.
 - The proper parties have been named in the complaint.
 - The request is in proper form.
 - An arbitrable matter exists.
 - The matter has not been litigated or is not the subject of current litigation.
 - If the arbitration request involves a commission dispute, confirm that the closing has taken place.
 - The amount involved is not too small to arbitrate.
 - The amount involved is not too large to arbitrate.
 - The matter is not too legally complex.
 - The request for arbitration was filed within 180 days after the facts constituting the arbitrable matter could have been known in the exercise of reasonable diligence.
5. If the Grievance Committee finds that the matter is properly arbitrable, an Arbitration Hearing Panel will be selected and the parties to the dispute will receive written notification of the time, date, and location of the hearing.

The Akron Area Board of REALTORS® will not handle any cases presently being litigated.

Akron Area Board of REALTORS®
565 Wolf Ledges Parkway/P.O. Box 1663, Akron, OH 44309
REQUEST AND AGREEMENT TO ARBITRATE

1. The undersigned, by becoming and remaining a member of the Akron Area Board of REALTORS® (or Participant in its MLS), has previously consented to arbitration through the Board under its Rules and Regulations.
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 me (or my firm) and (list all persons and/or firms you wish to name as respondents to this arbitration):

_____, REALTOR® Principal _____
 Name Address

_____, REALTOR® Principal _____
 Name Address

 Firm 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 1 and incorporated by reference into this application.

5. I request and consent to arbitration through the Board 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 Board"), 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 \$300.00 for the arbitration filing fee.
7. 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 Board. 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 hearing to the Board 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® non-principal (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:

8. 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 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 and any amount credited or paid to a party to the transaction at the direction of the respondent.

COMPLAINANT(S):

 Name of REALTOR® Principal (Type/Print) Signature of REALTOR® Principal Date

 Address Telephone

 Name of REALTOR® Principal (Type/Print) Signature of Principal Broker Date

 Address Telephone

 Name of Firm Address