

## INSTRUCTIONS FOR FILING A FORMAL REQUEST FOR ARBITRATION

### A Request for Arbitration must:

- (1) be filed by the Principal broker of record as Complainant **within (180) days** after the facts constituting the matter complained of were known or could have been known in the exercise of reasonable diligence;
- (2) pertain to a “**Closed**” transaction, and
- (3) name the other involved principal broker of record as Respondent.

### COMPLETE and SIGN by Complainant(s):

#### Form # A-1, Request and Agreement to Arbitrate (below), indicating:

- the **principal broker of record you are filing against** (as Respondent) **under item # 3**;
- the **specific amount in dispute** (and) **where the funds are** currently held **under item # 4**;
- the name(s) of any **Witnesses you intend to call** at the hearing **under item # 9**;
- the name (if any) of the **Realtor nonprincipal (or Realtor-Associate nonprincipal) from your office**, who has a financial interest in the outcome of the proceeding and that you wish to have present with you throughout the hearing **under item # 10**;
- date(s) alleged dispute took place **under item # 11**.
- whether the matter **is presently** the subject of civil litigation **under item #13**;
- the **address of the property** in the transaction **under item # 15**; and
- the **closing date** **under item # 16**.

### INCLUDE:

- A typewritten statement (**for the attention of the Grievance Committee**) that indicates the basis for the arbitration request, and copies of any supporting documents you may wish to provide.
- A required \$250.00 filing fee, payable to S.I.B.O.R. This deposit, required from *both* Complainant *and* Respondent, will be refunded to the “prevailing” party following completion of the Arbitration hearing, or returned to the Complainant if the Grievance Committee finds the matter not arbitrable.

### RETURN:

- All documents (Form A-1, typewritten statement, and filing fee) to the SIBOR office at 1150 South Ave – Suite 303, S.I., NY 10314.

Your Request for Arbitration will then be forwarded to the Grievance Committee for a preliminary review to determine whether or not the matter as presented is deemed properly filed and arbitrable by the board. **A letter of determination** will then follow.

If the Grievance Committee forwards the matter to Professional Standards for an Arbitration hearing, your request **including** any accompanying documents would also then be forwarded to the Respondent(s).

## VOLUNTARY MEDIATION – AN ALTERNATIVE TO ARBITRATION

**As an alternative to Arbitration, SIBOR also offers MEDIATION (a free service), which can provide the involved parties with another method for resolving their monetary dispute. Contrary to an Arbitration hearing panel’s “all or nothing” binding decision, MEDIATION has the potential to offer everyone an opportunity to amicably discuss and reach a “mutually” satisfactory resolution, as well as to promote an ongoing spirit of cooperation. Since mediation is strictly “voluntary,” if an agreement cannot be reached, the matter would “automatically” revert to Arbitration. If you have any questions concerning the Mediation process, please contact Lynn Cieslik, Professional Standards Administrator (x1528) or Sandy Krueger, CEO (x1521).**

STATEN ISLAND BOARD OF REALTORS®, INC.

Board or State Association

1150 South Avenue, Suite 303, Staten Island, New York 10314
Address City State Zip

Request and Agreement to Arbitrate

- (1) The undersigned, by becoming and remaining a member of the Staten Island 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):\*

Form fields for Name, Address, and Firm information, including labels like 'Name', 'Address', and 'Firm'.

(NOTE: Arbitration is generally conducted between REALTORS® [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 attached, 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 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"). 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.

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 understand any party may request mediation of a dispute by contacting the association's Professional Standards Administrator or CEO.
(7) I enclose my check in the sum of \$250.00 for the arbitration filing deposit.
(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 Board.

\*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. "REALTOR® principal" includes licensed or certified individuals who are sole proprietors, partners in a partnership, officers or majority shareholders of a corporation, or office managers (including branch officer managers) acting on behalf of principals of a real estate firm.

(9) 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.

\_\_\_\_\_

**All parties appearing at a hearing may be called as a witness without advance notice.**

(10) The following REALTOR® nonprincipal (or REALTOR-ASSOCIATE® nonprincipal) affiliated with my firm has a financial interest in the outcome of the proceeding and may be called as a Witness, and may, at my discretion, be present throughout the hearing:

\_\_\_\_\_

(11) 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 by the complainant in the exercise of reasonable diligence, whichever is later.

Date(s) alleged dispute took place: \_\_\_\_\_

(12) 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 transmittal 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.

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

(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) Address of the property in the transaction giving rise to this arbitration request:

\_\_\_\_\_

(16) The sale/lease closed on: \_\_\_\_\_

(17) Agreements to arbitrate are irrevocable except as otherwise provided under state law.

**Complainant(s):**

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

Address

Telephone Email

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

Address

Name of Firm\* Address

Telephone 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. "REALTOR® principal" includes licensed or certified individuals who are sole proprietors, partners in a partnership, officers or majority shareholders of a corporation, or office managers (including branch officer managers) acting on behalf of principals of a real estate firm.