

## REQUEST AND AGREEMENT TO ARBITRATE FORM

1. The undersigned, by becoming and remaining a member of the Naples Area Board of REALTORS® (“NABOR”), has previously consented to arbitration through NABOR under its Rules and Regulations.
2. I am informed that each person named below is a member in good standing of NABOR or was a member of NABOR at the time the dispute arose. I attest that I was a REALTOR® with \_\_\_\_\_ at the time the facts giving rise to this dispute occurred.
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):\*

**Respondent(s):** Complete one or both sections below. Attach additional sheets for respondents, if necessary.  
*(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.)<sup>1</sup>*

REALTOR® Principal:

Principal Broker (Type/Print)

Email (Type/Print)

Address

FIRM:

Name of Firm

Firm Phone Number

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. The disputed funds are currently held by \_\_\_\_\_

<sup>1</sup> 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.

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 NABOR 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 NABOR in accordance with the National Association of REALTORS® Code of Ethics and Arbitration Manual ("COEAM") and in accordance with the professional standards procedures set forth in the bylaws of NABOR. 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 Coleman, Yovanovich & Koester, P.A. Trust Account, an escrow account maintained by Coleman, Yovanovich & Koester, P.A. on behalf of NABOR for this purpose. Funds deposited shall be retained in the Coleman, Yovanovich & Koester, P.A. Trust Account until any and all reviews and legal challenges have been completed, or the opportunity to initiate them has expired, in accordance with the procedure set forth in Sections 53(c)-(f) of the COEAM. I understand that failure to satisfy the award or to deposit the funds with the Coleman, Yovanovich & Koester, P.A. Trust Account within this time period may be considered a violation of a membership duty and may subject me to disciplinary action at the discretion of the Board of Directors consistent with Section 53, The Award, of the COEAM.

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 that I may be represented by 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 NABOR. 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(s) require representation.

7. Each party must provide a list of the names of witnesses that party intends to call at the hearing to NABOR and to all other parties not less than fifteen (15) days prior to the hearing. Each party shall arrange for its witnesses to be present at the time and place designated for the hearing. The following REALTOR® non-principal (or REALTOR-ASSOCIATE® non-principal) affiliated with my firm has a financial interest in the outcome of the proceeding and may be called as a witness, and has the right to be present throughout the hearing:

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

8. Under the penalties of perjury, 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.

9. On what date did the Complainant(s) know or could have known of the facts giving rise to this Request for Arbitration in the exercise of reasonable diligence? (State date in blank) \_\_\_\_\_

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 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.

11. Are the circumstances giving rise to this arbitration request the subject of civil litigation?  Yes  No
12. 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.
13. Address of the property in the transaction giving rise to this arbitration request: \_\_\_\_\_  
\_\_\_\_\_
14. The sale/lease closed on: \_\_\_\_\_
15. Agreements to arbitrate are irrevocable except as otherwise provided under state law.
16. I understand and acknowledge that NABOR has elected the option under Article 17 of the Code of Ethics to require parties to mediate otherwise arbitrable disputes prior to arbitration proceedings and be bound by any resulting agreement from such mediation. I consent to such mediation in accordance with the policies and procedures of NABOR and agree to be bound by any agreement which might result from such mediation proceedings.

**Complainant(s):**

Principal Broker <i>(Type/Print)</i>	Signature of Principal Broker	Date
Firm Name		(      ) Telephone
Firm Address		
Email Address (Type/Print)		

Principal Broker <i>(Type/Print)</i>	Signature of Principal Broker	Date
Firm Name		(      ) Telephone
Firm Address		
Email Address (Type/Print)		

*ATTACH ADDITIONAL SHEETS IF THERE ARE ADDITIONAL COMPLAINANTS*

\*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.