

ARBITRATION PROCEDURES

Arbitration complaint form must be accompanied by the \$200.00 filing fee, payable to the SANTA CLARA COUNTY ASSOCIATION OF REALTORS®. The Complaint and Response must be clearly hand written and on Association forms. If a cross complaint is included in the response, the \$200.00 cross complaint filing fee, payable to the SANTA CLARA COUNTY ASSOCIATION OF REALTORS®, must be included. Exhibits submitted with complaint and response must be original documents or legible copies.

If anyone other than the responsible broker files an arbitration complaint, the responsible broker for that member must join as a complainant and sign all documents.

A request for arbitration must be filed at the Association within one hundred and eighty (180) days after the closing of the transaction, or after the facts constituting the arbitratable matter could have been known in the exercise of reasonable diligence, whichever is later.

Refer to Duty and Privilege to Arbitrate, California Association of REALTORS® Code of Ethics and Arbitration Manual, Part Two, Section 41.

The response is due within **fifteen (15) days** after the date Notice to Respondent is mailed.

Complainant and Respondent have the right to challenge Qualification of Panel Members for cause and disqualify any dates within a specified time period when they would be unavailable for hearing. If either of the parties fail to challenge the qualification of any tribunal or disqualify any dates within **fifteen (15) days** after the forms are mailed, the tribunal will be appointed by the Chairperson of the Arbitration & Professional Standards Committee. The hearing will be scheduled on a date within the time period specified.

Complainant and Respondent will be notified in writing, at least **twenty-one (21) days** in advance of the time, date and place of the hearing. The hearing will be tape-recorded and a copy of the tape will be available to any party, at Association cost. The parties may be represented by legal counsel. A notice of intent to be represented by legal counsel must be **received by the Association and the other party at least fifteen (15) days prior to the hearing.** Failure to give adequate notice may result in the continuance of the hearing and a continuance fee imposed against the party failing to give adequate notice.

It is the responsibility of each party to arrange for their witnesses to be present at the time and place designated for the hearing. Parties are responsible to bring with them all evidence and written documents pertinent to the arbitration.

The hearing will be conducted in the English language. Interpreters are allowed to assist any party or witness at the hearing. Arrangements for having an interpreter present is the responsibility of the party requiring such services and the cost for the same shall be paid by that party.

ARBITRATION COMPLAINT

1. A dispute arising from the real estate business has arisen between me (us) and the person(s) and/or entity(ies) named below (*Note: List all persons you wish to name as respondents. If you want to name a corporate entity as a respondent, you must indicate the corporation's legal name as a separately named respondent.*):

RESPONDENT(S):

(1) _____
 Name of Responsible Broker (Type or Print)

(3) _____
 Name (Type or Print)

Name of Firm

Name of Firm

 Street Address

 Street Address

 City, State, Zip

 City, State, Zip

(2) _____
 Name (Type or Print)

(4) _____
 Name (Type or Print)

Name of Firm

Name of Firm

 Street Address

 Street Address

 City, State, Zip

 City, State, Zip

2. The respondent(s) owes me the sum of \$_____. My claim is based upon the statement attached to this complaint, marked Exhibit "1", which is hereby incorporated by reference and made part of this complaint.

3. At the time the facts and circumstances giving rise to this dispute occurred, I am informed that each respondent was a:

- REALTOR®/REALTOR-ASSOCIATE® Member of the Association; and/or
- Participant/subscriber of the Association's MLS

4. This dispute is proper for arbitration at the Association as this is a real estate related dispute that arises out of our relationship as REALTORS®/REALTOR-ASSOCIATES® and/or arises from a listing filed with the Association's MLS.

5. I, by becoming and remaining a:

- REALTOR®/REALTOR-ASSOCIATE® Member of the Association
- Participant/subscriber of the Association's MLS

have previously agreed to resolve this dispute with the named respondents through binding arbitration using the Association's facilities and its rules and procedures for arbitration. Accordingly, I submit this dispute to arbitration and reaffirm my agreement to bind myself and any firm for which I am the designated broker of record to be bound by arbitration through the Association. Furthermore, I reaffirm my agreement to abide by the Association's rules and procedures for arbitration and to comply with the arbitration award. I understand and agree that this constitutes an arbitration agreement within the meaning of Part 3 Title 9 of the California Code of Civil Procedure. **In the event I or my firm does not comply with the arbitration award and it is necessary for any party to this arbitration to obtain judicial confirmation and enforcement of an arbitration award against me or my firm, I and my firm agree to pay the party obtaining such confirmation their costs and reasonable attorneys' fees incurred in obtaining such confirmation and enforcement.**

6. I have filed this arbitration complaint within one hundred and eighty (180) calendar days after the closing of the transaction, if any, or after the facts and circumstances constituting this arbitrable matter could have been known in the exercise of reasonable diligence, whichever is later.
7. I understand there will be a mechanical tape recording of the arbitration hearing. I understand that I may purchase a copy of the tape recording solely for the purpose of requesting a procedural review of the arbitration procedures and hearing by the Association's Board of Directors or an appointed review Panel thereof.
8. I understand that I may be represented by legal counsel at any time, including at the arbitration hearing and any procedural review. I further understand and agree that if I intend to have legal representation, I must give written notice of my legal representative's name, law firm name, address and phone number to all parties and the hearing and/or review Panel at least fifteen (15) calendar days before the scheduled date of the hearing. I understand and agree that failure to comply with this notice requirement may result in a continuance being granted and a continuance fee assessed against me.
9. I understand that the nature of these proceedings are confidential and that I have an obligation to maintain and protect the confidentiality of these proceedings and any resulting decision. I hereby agree to do so unless disclosure is authorized by the Association's rules and procedures or required by law.
10. Unless this dispute is between members of the same office, the responsible broker at the time the facts and circumstances giving rise to this dispute occurred must sign as a co-complainant and has signed this complaint.
11. I hereby affirm that the facts and circumstances and the parties in this matter are not related to any pending bankruptcy, civil litigation matter or criminal investigation, including a proceeding before a governmental regulatory agency. If I am unable to make this affirmation, I have attached a written statement describing the pending matter on a separate sheet of paper and have included it with this complaint.
12. I have enclosed my payment in the sum of \$200.00 for the arbitration filing fee with this complaint.
13. Under the penalties of perjury, I declare that this arbitration complaint and the statements contained herein are true and correct to the best of my knowledge and belief.

Dated: _____

COMPLAINANT(S):

Signature

Signature

Name (Type or Print)

Name (Type or Print)

Street Address

Street Address

City, State, Zip

City, State, Zip

Phone

Phone

Please mail response to:

Santa Clara County Association of REALTORS®
 1651 North First Street
 San Jose, CA 95112
 Attn: Professional Standards Dept.