



**NORTHEAST FLORIDA
ASSOCIATION OF REALTORS
MEDIATION/ARBITRATION PROCESS**

The Northeast Florida Association of REALTORS® ("NEFAR"), a professional trade association, offers its members and the public several dispute resolution options, regarding disagreements over the details of a real estate transaction. These services are: 1) utilizing our Ombudsman service; 2) filing an Ethics Complaint against a REALTOR®, for a possible violation of the Code of Ethics of the National Association of REALTORS and/or other membership duty; and/or, 3) filing a request for arbitration with a REALTOR®, for a commission/compensation dispute.

The following is a brief overview of the **MEDIATION/ARBITRATION PROCESS**:

Mediation is a voluntary process that is offered prior to, or in lieu of, a more formal arbitration, by which REALTORS® who are disputing a claim to a real estate commission or compensation, or REALTORS® and their clients or customers who have a dispute arising out of an agency relationship, can meet, and with the assistance of a Mediation Officer, attempt to resolve their differences and find an amicable resolution of their disagreement.

The parties to a mediation, as it is a voluntary submission, may withdraw from the process at any point prior to reaching an agreement. Any offers of settlement that were not accepted, or any suggested resolution proposed by the Mediation Officer that was not accepted, will not be introduced as evidence nor considered in any manner should the matter require arbitration by the Association's Professional Standards Committee. However, if the parties agree to a settlement of the dispute, and the settlement has been reduced to writing and has been signed by all of the parties, the matter is deemed resolved and cannot be the subject of a subsequent arbitration hearing. In the event either of the parties later fails to abide by the terms of the settlement, the matter may not be arbitrated, but should be judicially enforced.

Arbitration is a more formal process by which REALTORS® who are disputing a claim to a real estate commission or compensation, or REALTORS® and their clients or customers who have a dispute arising out of an agency relationship, may come to the Association and request an impartial panel of the Professional Standards Committee to hear the evidence and render a decision on who is entitled to the commission/compensation on the basis of evidence and testimony presented at an Arbitration Hearing. A Request and Agreement to Arbitrate ("Request") must be filed within one hundred eighty (180) 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.

The advantages of this system are many: it is inexpensive (a \$250 filing deposit is required from each party), private, and it is a judgement by one's peers. If you are a member of the Association, you will be required to provide an original and twenty (20) copies of the Request to arbitrate package (which consists of the organized and collated supporting documentation with the Request and Agreement to Arbitrate form attached as the cover page), or copies will be run for you and you will be billed at .05¢ a page.

When the Association receives a Request to arbitrate, the opportunity to mediate is offered. If either party declines or the mediation is unsuccessful, the Request is reviewed by the NEFAR Grievance Committee to determine if the matter is properly arbitrable by NEFAR. If so, the parties are again offered an opportunity to mediate. If mediation is declined or unsuccessful, the Respondent will be provided with a copy of the Request and will be required to file their Response and Agreement to Arbitrate ("Response"), along with their \$250 filing deposit, within fifteen (15) days, and the matter would be scheduled for arbitration before an arbitration hearing panel of the Professional Standards Committee.

* * * * *

There is no appeal to an arbitration decision, except for denial of due process.

Ombudsmen, Mediation Officers, and members of hearing, arbitration, and appeal panels are chosen for their judicious temperament and expertise in the real estate profession.

For further information on the Ombudsman, Ethics Complaint, Mediation, and/or Arbitration process, please contact Susan Rodehaver, Professional Standards Administrator, at (904) 394-9137.

Northeast Florida Association of REALTORS®, Inc.

(Board or State Association)

7801 Deercreek Club Road, Jacksonville, Florida 32256

(Address)

(City)

(State)

(Zip)

Request and Agreement to Arbitrate

1. The undersigned, by becoming and remaining a member of the Northeast Florida Association of REALTORS®, Inc. (the Association) (or Participant in its MLS), has previously consented to arbitration through the Association under its rules and regulations.
2. I am informed that each person named below is a member in good standing of the Association (or Participant in its MLS), or was a member of the Association 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):

(Name) _____, REALTOR® principal (Address) _____

(Name) _____, REALTOR® principal (Address) _____

(Firm) _____ (Address) _____

(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 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 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 Association 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 Association"). 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. Failure to satisfy the award or to deposit funds in the escrow or trust account within this time period may be considered a violation of a membership duty and may subject the member to disciplinary action at the discretion of the Board of Directors 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 \$ 250.00 for the arbitration filing deposit.**
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 Association. 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.

Complainant(s) must complete and sign the back/next page of this form.

* 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.

** Not to exceed \$500

8. Each party must provide a list of the names of witnesses he intends to call at the hearing to the Association 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 affiliated with my firm has a financial interest in the outcome of the proceeding and may be called as a witness, has the right to be present throughout the hearing: _____.

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

9. 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.

Date(s) alleged dispute took place: _____

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 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.

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, seller, or landlord 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.

Complainant(s) :

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

Address

Telephone Email

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

Address

Telephone Email

Name of Firm* Address

*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. (Revised 11/15)

Mediate Before Grievance

PLEASE EXECUTE AND RETURN THIS FORM

For your information:

Upon receipt of an arbitration request, mediation services are hereby offered to disputants, **prior** to the review of the arbitration request by the Grievance Committee, except where any party requests that the Grievance Committee determine whether an arbitrable issue exists between the named parties and whether the parties would be required to arbitrate.

The Northeast Florida Association of REALTORS ("NEFAR") makes the following inquiry:

Are you willing to participate in a voluntary mediation, **prior** to the Grievance Committee's determination as to whether or not the Request* is arbitrable by NEFAR and mandatory or voluntary in nature?

Yes or No

Printed name Signature Date

Note: You will again be offered an opportunity to voluntarily mediate, after the Grievance Committee reviews the Request*, if the Grievance Committee determines that an arbitrable issue exists.

* Request and Agreement to Arbitrate (Form #A-1 or Form #A-2)