

## RESPONSE AND AGREEMENT TO ARBITRATE

To the Professional Standards Committee of the Daytona Beach Area Association of REALTORS<sup>®</sup>, Inc.

Case # \_\_\_\_\_ Filed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Complainant(s)

Respondent(s)

1. The undersigned, by becoming and remaining a member of the Daytona Beach Area Association of REALTORS<sup>®</sup> (or Participant in its MLS), has previously consented to arbitration through the Association under its rules and regulations.
2. I am a member of the Daytona Beach Area Association of REALTORS<sup>®</sup> or Participant in its MLS (or was a member of the Association at the time the dispute arose).
3. I acknowledge the existence of a dispute arising out of the real estate business as defined by Article 17 of the Code of Ethics but deny any indebtedness as claimed.
4. My denial is predicated upon the statement attached marked Exhibit A, which is hereby incorporated by reference into this response.

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. (Complete if applicable) Affirmatively, I claim that a monetary dispute arising out of the real estate business exists between the parties wherein there is due to me the sum of \$ \_\_\_\_\_. My claim is predicated upon the statement attached, marked Exhibit B, which is hereby incorporated by reference into the response.
6. I 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:", and 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 funds with the Professional Standards Administrator to be held in escrow or trust account maintained for this purpose. Failure to satisfy the award or to deposit the funds in the escrow or trust account within this time period maybe 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.

7. I have enclosed my check in the sum of \$250 for the arbitration filing fee deposit.\*      \*Not to exceed \$500
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 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.

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® nonprincipal (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:

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

9. I declare that the information provided with this response is true and correct to the best of my knowledge and belief.
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 using Form A-20. Only those materials that the Grievance Committee had at the time of its determination along with the party's rational challenging the Grievance Committee's decision may be considered with the appeal by the Board of Directors. I understand that should I contend this matter is not arbitrable, I have an opportunity to petition the arbitration Hearing Panel to dismiss the arbitration request.
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, seller or landlord and any amount credited or paid to a party to the transaction at the direction of the respondent.
12. To be completed where arbitration is between two (or more) cooperating brokers pursuant to Standard of Practice 17-4 (1) or (2): The compensation paid to me or to my firm by the listing broker, seller or landlord, and any amount credited or paid to any party to the transaction at my direction is \$\_\_\_\_\_ (amount of compensation paid to me or my firm by the listing broker, seller, or landlord) and \$\_\_\_\_\_(paid or credited to any party at my direction).

### RESPONDENT(S):

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