



Jackson County Office:
625 Franquette Street
Medford, OR 97501
Josephine County Office:
558 NE F Street Ste 7
Grants Pass, OR 97526
Phone: (541) 770-7060
Website: roguevalleyrealtors.org

Dear Sir or Madam,

Enclosed is a Request for Arbitration form per your request. To file your complaint, please complete the form and attach a statement and any evidence that supports your request.

NOTE: We will be making copies of your complaint for the Grievance Committee's review, so please do not use "tabs" or "flags" and bear in mind that highlighting does not photocopy well.

Part of the form is an Arbitration Agreement that you must sign in order for an Arbitration to be held at the Association. As a member of the public or non-RVAR member, you cannot be forced to arbitrate, and it is completely voluntary on your part. However, by signing the agreement, you agree to arbitrate and to be bound by the decision of a hearing panel of the Professional Standards Committee of this Association. The form also includes several disclosures concerning your rights and obligations should you pursue your request to arbitrate. Please read it carefully before signing.

Please note that a \$250.00 filing fee is required as a part of the arbitration process. The prevailing party may receive a full refund of the filing fee. In the absence of attorneys, the non-prevailing party may be refunded up to one half of the filing fee at the discretion of the Hearing Panel.

If you have any questions at any time, please feel free to contact me or my assistant, Brooke.

Regards,

Tina Grimes
Executive Officer

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Enc: A-2

Request and Agreement to Arbitrate
(Non-Member)

1. The undersigned agrees and wants to submit to arbitration before a Hearing Panel of the Rogue Valley Association of REALTORS® with the understanding that the arbitration will be conducted pursuant to the *Code of Ethics and Arbitration Manual* of the Association. The undersigned acknowledges having had the opportunity to review the Association's procedures or having been provided with a copy of the procedures.
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 said Association 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 and (list all persons and/or firms you wish to name as respondents to this arbitration: Naming a REALTOR® (principal) as a 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.)

Name(s): _____, REALTOR® principal(s)

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.

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. The undersigned confirms that execution of this Agreement is wholly voluntary and, pursuant to this Agreement, agrees and promises to abide absolutely by the award of the Hearing Panel. In the event of adverse decision, I agree 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 consistent with Section 53, The Award, Code of Ethics and Arbitration Manual.
6. I enclose my check in the sum of **\$250.00** for the arbitration filing fee 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.

Each party must provide a list of the names of witnesses he/she 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 their witnesses to be present at the time and place designated for the hearing. All parties appearing at the hearing may be called as witnesses without advance notice.

8. 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: _____

9. 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 the 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.
10. Are the circumstances giving rise to this arbitration request the subject of civil litigation? Yes No

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

Complainant(s):

Name (Type/Print)	Signature	Date
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Address	Telephone
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Name (Type/Print)	Signature	Date
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Address	Telephone
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