

**REALTORS® ASSOCIATION OF METROPOLITAN PITTSBURGH**

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DOCKET NO.: \_\_\_\_\_ (\_\_\_\_/\_\_\_\_) A

FILED: \_\_\_\_\_ 20\_\_\_\_

**REQUEST AND AGREEMENT TO ARBITRATE (Nonmember)**

- (1) The undersigned agrees and wants to submit to arbitration before a Hearing Panel of the Professional Standards and Arbitration Committee of the REALTORS® Association of Metropolitan Pittsburgh the claim set forth on Exhibit 1 attached, 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 set forth in the current Code of Ethics and Arbitration Manual of the National Association of REALTORS®, available on line at <http://www.realtor.org/code-of-ethics-and-arbitration-manual>
- (2) I am informed that each person named below is a member in good standing of the Association or was a member of the 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):

	REALTOR® principal	
Name		Address

	REALTOR® principal	
Name		Address

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 I and incorporated by reference into this application.
- (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 and, in the event of adverse decision, to make prompt compliance and to pay the fees and costs as provided by the Association’s professional standards procedures.
- (6) I enclose my check in the sum of **\$ 500.00** (made payable to RAMP) for the arbitration filing deposit.
- (7) I understand that I may be represented by legal counsel, and that if I engage counsel 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 his/her witnesses to be present at the time and place designated for the hearing.

- (8) I declare that this application and the allegations contained herein are true and correct to the best of my knowledge and belief and that 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) 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.
- (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 of Complainant	Date
Address		
Telephone	Email	
Name (Type/Print)	Signature of Complainant	Date
Address		
Name of Firm*	Address	
Telephone	Email	