

Greater Capital Area Association of REALTORS®
15201 Diamondback Drive Suite 100
Rockville, MD 20850

GENERAL INSTRUCTIONS AND INFORMATION - ARBITRATION

1. The Request for Arbitration must be typewritten. All applicable documents available as of the date of filing shall be attached to and filed with the Request. The Request must be signed by the Designated REALTOR® or Designated Nonresident Member (who shall be the Complainant). A Request for Arbitration must be 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.
2. At the time of filing a Request for Arbitration, the Complainant must pay an arbitration fee of five hundred dollars (\$500.00).
3. As an alternative to Arbitration, both parties may agree to participate in Mediation. Participation in mediation procedures is voluntary. An Agreement to Mediate does not extend the time limits for requesting arbitration as set forth by NAR.
4. Upon filing, the Association shall transmit the Request to the Grievance Committee for a preliminary determination that the dispute is properly subject to arbitration by the Association. If the Grievance Committee determines that the dispute is not properly subject to arbitration by the Association, the Association shall so notify the parties; the arbitration fees shall be returned; and the parties shall be relieved of their Arbitration Agreement.
5. If properly arbitrable, the Association shall mail the Respondent named a copy of the Request and supporting documents, together with a notice requiring the Respondent to timely file the Response.
6. Respondent shall file the Response within fifteen (15) days of the date of receipt of the Request. The Response must be typewritten. All applicable documents available as of the date of filing shall be attached to and filed with Response. The Response must be signed by the Designated REALTOR® or Designated Nonresident Member (who shall be the Respondent). The Respondent shall file the original of its Response and supporting documents.
7. At the time of filing a Response to Request for Arbitration, the Respondent must also file an executed Arbitration Agreement together with an arbitration fee of five-hundred dollars (\$500).
8. The Chair of the Professional Standards Committee shall select a Hearing Panel and Chair and designate the date, time and place for the hearing. The Association will then cause a notice of the date, time and place of the hearing to be mailed or delivered to the parties.
9. In all arbitration cases between member firms, the Designated REALTOR® or the Designated Nonresident Member or his Designee shall be required to be present at the hearing. The name of any Designee must given in writing to the Association not less than fifteen (15) days prior to the date of the hearing. All other involved parties shall be required to attend. A spokesperson for each side shall be designated prior to the hearing.
10. Any party may be represented by legal counsel provided that notice of party's intent to have legal counsel present is given in writing to the Association not less than fifteen (15) days prior to the date of the hearing. The Association shall then so notify the other parties and the Hearing Panel. If so notified, the other parties shall have the right to bring legal counsel to the hearing without notice.

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11. Any party may petition the Hearing Panel to issue a subpoena for the attendance of any witness or the production of documents. The request must be received in writing by the Association not less than fifteen (15) days prior to the hearing date. The Chair or Vice Chair of the Hearing Panel shall determine whether or not a subpoena shall be issued. For each subpoena issued the party requesting the subpoena shall be charged one hundred fifty dollars (\$150.00) for the cost of preparation of the subpoena. **It shall be the responsibility of the requesting party, at the requesting party's expense, to engage the services of a private process server to cause the subpoena to be timely served upon the person to whom the subpoena is directed.** The Hearing Panel may also subpoena witnesses and/or documents.
12. Each party shall arrange for his witnesses to be present at the time and place designated and pay their expenses, if any. Each party must provide in writing to the Association not less than fifteen (15) days prior to the hearing a list of witnesses he intends to call at the hearing. The Association shall then so notify the other parties and the Hearing Panel.
13. The parties shall not discuss the case with any member of the Grievance Committee, the Professional Standards Committee or the Board of Directors at any time from the inception of the case to the announcement of a decision in the case.
14. The Notice of Hearing sent to the parties shall include the names of the members of the Professional Standards Committee who may be appointed to be on the Hearing panel to hear the case. Either party may file with the Association not less than fifteen (15) days prior to the date of hearing a written request for disqualification from the hearing any member of the Professional Standards Committee that may be appointed to the Hearing Panel.
15. **PARTIES TO AN ARBITRATION PROCEEDING MAY SETTLE THE ISSUE BETWEEN THEMSELVES BY JOINT AGREEMENT AT ANY TIME PRIOR TO THE HEARING. UPON WRITTEN NOTICE THEREOF TO THE ASSOCIATION, THE PROCEEDING SHALL BE TERMINATED. AT ANY TIME DURING THE HEARING OR PRIOR TO THE DECISION OF THE TRIBUNAL, PARTIES MAY AGREE IN WRITING TO SETTLE THE ISSUE BETWEEN THEM.**
16. The Chair may permit a reasonable recess during the proceedings to allow the parties to discuss, agree and reach a settlement. The proceedings shall reconvene the same day unless the Chair determines otherwise. If an agreement is reached, the parties and the Association are relieved and excused of their respective duties to arbitrate and to provide arbitration facilities. The Hearing Panel shall incorporate the agreement of the parties into a written format regarding the terms and conditions of the settlement of the dispute for signature by the parties.