ARBITRATION COMPLAINT CLIENT OF MEMBER
SOUTHWEST RIVERSIDE COUNTY ASSOCIATION OF REALTORS®

1. A dispute arising from the real estate business has arisen between me (us) and the person(s) and/or entity(ies) named below. (*Note: List all persons you wish to name as respondents. If you want to name a corporate entity as a respondent, you must indicate the corporation's legal name as a separately named respondent*):

RESPONDENT(S):

(1)
Name of Responsible Broker (Type or Print)

Name of Firm

DRE Number

Street Address

City, State Zip

(2)
Name of Agent (Type or Print

Name of Firm

DRE Number

Street Address

City, State Zip

(3)
Name of Agent (Type or Print)

Name of Firm

DRE Number

Street Address

City, State Zip

(4)
Name of Agent (Type or Print)

Name of Firm

DRE Number

Street Address

City, State Zip

2. The named respondent(s) owe me the sum of $_____. My claim is predicated upon the statement attached, marked Exhibit "1" and hereby incorporated by reference into this complaint and agreement for arbitration.

3. At the time the facts giving rise to this dispute occurred, I am informed that each respondent was a REALTOR® / REALTOR-ASSOCIATE® member in good standing of the Association.

4. This dispute arises from an agency relationship wherein I was a client of the respondent(s). (*Note: The Association only has jurisdiction to process arbitration complaints involving real estate related disputes between REALTORS®/REALTOR-ASSOCIATES® and their clients. You are a "client" if you had a legal agency relationship with the person(s) you named as respondent(s). Disputes with real estate brokers and agents who did not represent you in a legal agency capacity are not subject to arbitration through the Association.)*

5. To resolve this dispute, I submit to and agree to be bound by binding arbitration through the Association in accordance with the rules and procedures used by the Association for arbitration. Furthermore, I agree to abide by the rules and procedures used by the Association for arbitration and to comply with the arbitration award promptly. By signing this complaint, I understand and agree that this will constitute an arbitration agreement within the meaning of Part 3 Title 9 of the California Code of Civil Procedure. **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 fees incurred in obtaining such confirmation and enforcement.**

6. I have filed this arbitration complaint, meeting all filing requirements, within one hundred and eighty (180) calendar days after the closing of the transaction, if any, or after the facts and circumstances constituting this arbitrable matter could have been known in the exercise of my reasonable diligence, whichever is later. I understand there will be a mechanical tape recording of the arbitration hearing. I understand that I may purchase a copy of the tape recording solely for the purpose of requesting a procedural review of the arbitration procedures and hearing by the Association's Board of Directors or an appointed review Panel thereof.

   I understand that I may be represented by legal counsel at any time, including at the hearing and any review by the Board of Directors. I further understand and agree that if I intend to have legal representation at a hearing or a review, I must give written notice of my legal representative's name, firm name, address and phone number to all parties and the hearing

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and/or review Panel at least fifteen (15) calendar days before the scheduled date of the hearing. I understand and agree that failure to comply with this notice requirement may result in a continuance being granted and a continuance fee assessed against me.

7. I understand that the nature of these proceedings is confidential and that I have an obligation to maintain and protect the confidentiality of these proceedings and any resulting decision. I hereby agree to do so unless disclosure is authorized by the Association's rules and procedures or required by law.

8. I hereby affirm that the facts and circumstances and the parties in this matter are not related to any contemplated or pending bankruptcy, civil litigation, or criminal investigation, including a proceeding before a governmental regulatory agency. If I am unable to make this affirmation, I have attached a written statement describing the pending matter on a separate sheet of paper and have included it with this complaint.

9. I UNDERSTAND THAT BY SUBMITTING THIS DISPUTE TO THE ASSOCIATION FOR ARBITRATION AND AGREEING TO BINDING ARBITRATION THROUGH THE ASSOCIATION, I WAIVE ANY RIGHTS THAT I MAY HAVE TO HAVE THIS DISPUTE HEARD AND DECIDED IN A COURT OF LAW UNLESS THE ASSOCIATION OR ARBITRATORS DECLINE TO HEAR THE DISPUTE AS PROVIDED IN THE RULES AND PROCEDURES USED BY THE ASSOCIATION FOR ARBITRATION.

10. I enclose my check in the sum of $500 for the arbitration filing fee.

11. I will be represented by an attorney, whose name, address, telephone number, and email address are:

_____
_____
_____

12. Under the penalties of perjury, I declare that the statements contained herein are true and correct to the best of my knowledge and belief.

Dated:_____

COMPLAINANT(S):

(1)	(2)
Signature	Signature
Name of Complainant (Type or Print)	Name of Complainant (Type or Print)
Street Address	Street Address
City, State Zip	City, State Zip
Phone Email	Phone Email

Please mail or file response to:

Linda M. Conaway, Professional Standards Administrator
SOUTHWEST RIVERSIDE COUNTY ASSOCIATION OF REALTORS®
c/o TYLER LAW, LLP
email: lconaway@tylerlawllp.com

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