



**ST. CHARLES REALTORS® PROFESSIONAL STANDARDS PROCESS
FORM MO A-1: PETITION AND AGREEMENT TO ARBITRATE**

To: St. Charles REALTORS®

From: _____, **Arbitration Petitioner**

SUBPOENA POWER. In an arbitration proceeding, the Panel shall have the right to issue or cause to be issued subpoenas for the attendance of witnesses, subpoenas duces tecum for the production of books, records, documents and other evidence, and shall have the power to administer oaths. Subpoenas issued may be served by a member of the Panel or their designee, and may be enforced by a party or the arbitrators by application to the court as provided in Section 435.380 RSMo. Note: Association may be required to pay mileage costs and witness fees for subpoenaed persons.

Mail original to the Professional Standards Administrator of the Association of REALTORS® (named below). Give full names and addresses. Type or write clearly in dark ink. State facts briefly and clearly. Furnish copies of all documents pertaining to Petition.

Gwen Walters, GRI, e-Pro®
Chief Executive Officer
Certified Professional Standards Administrator for the
St. Charles REALTORS®

1. The undersigned, by becoming and remaining a member of the St. Charles REALTORS® (or participating in its MLS) has previously consented to arbitration through the Association under its Rules and Regulations.
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 you wish to name as Respondents to this arbitration]:

Name of REALTOR® principal

Address

Name of REALTOR® principal

Address

4. I request and consent to arbitration through the Association according to the Association Bylaws and the Missouri Uniform Arbitration Act (RSMo 435) and agree to abide by the arbitration award and to comply with it promptly.
5. This dispute concerns a transaction involving a contract for sale of real property in

_____ County, Missouri, the details of which transaction are set forth herein below.

6. There is due, unpaid and owing to me (or I retain) from the above-named person(s) the sum of \$_____ and, therefore, this is the amount in dispute. My claim is predicated upon the statements set forth below.
7. Enclosed is my check in the sum of \$500 for the arbitration filing fee.
8. This request for arbitration is filed within 180 days after the closing of the transaction, if any, or within 180 days after the facts constituting the arbitrable matter could have been known in the exercise of reasonable diligence, whichever is later.
9. I understand that I may be represented by legal counsel, and that I should give written notice no less than 15 (fifteen) days before the hearing of the name, address and phone number of my counsel(s) 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.
10. In addition, I understand that I must provide a list of the names of witnesses I intend to call at the hearing to the Association and to all other parties not less than 15 (fifteen) days prior to the hearing, and that I am responsible for arranging for my witnesses to be present at the time and place designated for the hearing.
11. I declare that the circumstances giving rise to this arbitration petition are are not the subject of civil litigation.
12. I understand that I will have an opportunity to review the arbitrators chosen to serve on the Arbitration Panel. I also agree to abide by and perform the decision, award, orders, and judgment that may be made by virtue of this submission.
13. Attached, and incorporated in this petition by reference, is a brief statement of the transaction, explaining my claim to commission, including pertinent facts and information concerning the times, places, persons, and incidents relevant to this petition and any efforts to resolve the dispute cited therein, excluding offers of settlement.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION
PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.**

Petitioner(s)

Signature of REALTOR® principal	Signature of REALTOR® principal
Name (type or print)	Name (type or print)

<hr/>			<hr/>		
Street address			Street address		
<hr/>			<hr/>		
City	State	Zip	City	State	Zip
Phone: ()			Phone: ()		

Return to:
St. Charles REALTORS® Grievance Committee
110 Point West Blvd.
St. Charles, MO 63301
636-946-4022
Fax: 636-946-2621
www.StCharlesREALTORS.com