



NAM (National Arbitration and Mediation)
Comprehensive Dispute Resolution Rules and Procedures
990 Stewart Avenue, First Floor
Garden City, NY 11530
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www.namadr.com

NAM COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES
HOMEOWNER/REALTOR DISPUTE RESOLUTION
DEMAND FOR ARBITRATION/ARBITRATION NOTICE

CLAIMANT INFORMATION

Name(s): _____
*Contact Person or Counsel: _____
Address: _____

Phone: _____
Fax: _____
Email Address: _____
File/Claim Number: _____

RESPONDENT INFORMATION

Name(s): _____
*Contact Person or Counsel: _____
Address: _____

Phone: _____
Email Address: _____
*Fax: _____
*File/Claim Number: _____

*if applicable

RESPONDENT(S): Please take notice that pursuant to NAM’s Comprehensive Dispute Resolution Rules and Procedures which provides for Arbitration of disputes arising thereunder the Claimant identified above **hereby demands Arbitration of a claim against you. You have thirty (30) days to serve the Claimant and NAM with a Reply to this Demand for Arbitration/Arbitration Notice** by messenger service, overnight delivery service by a nationally recognized courier company or by certified mail. **If you do not serve the Claimant and NAM with a Reply within 30 days of service of this Notice, the Arbitrator may enter an award against you.**

Pursuant to the attached Arbitration Agreement, this matter is to be resolved by in-person oral Arbitration.

CLAIMANT SECTION: EXPLANATION OF DEMAND

The Claimant is claiming the following relief, which may include the following:

Principal balance	_____
Interest accrued	_____
Legal expenses	_____
Cost of Arbitration*	_____
Other (specify)	_____

Total	_____

*The cost of the Arbitration is fully described in NAM’s Fees and Costs for Homeowner/Realtor disputes involving agencies which are members of the Long Island Board of Realtors, Inc. (LIBOR). Binding Arbitration for Real Estate Transactions (“NAM’s Fee Schedule”). In general, in a two-party Arbitration, the administrative fee is \$695. There is also an hourly fee of \$730** per hour for Arbitrator time. All fees are to be paid by the Claimant. The Claimant is to remit to NAM the payment for the administrative fee and 3 hours of Arbitrator time or \$2,885** along with the Demand for Arbitration. To the extent that the Arbitrator time is less than 3 hours, the Claimant will receive a refund of up to 1 hour. Minimum billing is 2 hours. To the extent that additional time is needed beyond 3 hours, the Claimant will be billed at \$730** per hour in excess thereof. **As part of the Demand for Arbitration, the Claimant who files the Demand for Arbitration may request that the Arbitrator order that all, or a portion of the cost of the Arbitration/Mediation, be reimbursed to the Claimant from the Respondent.** For a full description of the fees relating to this program, please refer to NAM’s Fee Schedule.

** In some circumstances, special administrative and hourly rates apply to certain Specially Designated Hearing Officers who are designated as such on NAM’s Hearing Officer roster. Please consult with your NAM Account Executive for the applicable rates. If a Specially Designated Hearing Officer is selected to arbitrate this matter, you will be billed for any additional fees that apply upon his/her appointment.

A description of the nature of the dispute and the injuries alleged follows (The Claimant should provide a detailed description herein and attach any evidence hereto):

Counsel or a party’s representative accepts responsibility for payment of all fees billed to the Claimant by NAM pertaining to this matter regardless of the outcome of this case. In the event that the party represents him/herself, then the party accepts responsibility for payment of all fees billed to him/her by NAM pertaining to this matter regardless of the outcome of this case. I also understand and agree to the following: (a) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators shall be liable for any act or omission in connection with any arbitration or mediation conducted under these Rules or any other rules of procedure mutually agreed upon by the parties; (b) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding and (c) the parties agree not to make any claims against NAM for damage, loss or injury and hereby waive any cause of action or other remedy against

NAM, its employees, arbitrators/mediators, agents, etc. (d) NAM reserves the right to withhold release of the Arbitrator's award, or any decision of the Arbitrator, until all outstanding fees due to NAM from all parties have been paid.

CLAIMANT by: (signature)

Name: _____

Title: _____

Date ____/____/____

RESPONDENT SECTION: REPLY TO DEMAND

The Respondent hereby responds to the demand made by the Claimant as follows (the Respondent should provide a response herein and attach any evidence hereto to support such position):

Multiple horizontal lines provided for the respondent to write their reply to the demand.

Counsel or a party's representative accepts responsibility for payment of all fees billed to the Respondent by NAM pertaining to this matter regardless of the outcome of this case. In the event that the party represents him/herself, then the party accepts responsibility for payment of all fees billed to him/her by NAM pertaining to this matter regardless of the outcome of this case. I also understand and agree to the following: (a) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators shall be liable for any act or omission in connection with any arbitration or mediation conducted under these Rules or any other rules of procedure mutually agreed upon by the parties; (b) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding and (c) the parties agree not to make any claims against NAM for damage, loss or injury and hereby waive any cause of action or other remedy against NAM, its employees, arbitrators/mediators, agents, etc. (d) NAM reserves the right to withhold release of the Arbitrator's award, or any decision of the Arbitrator, until all outstanding fees due to NAM from all parties have been paid.

RESPONDENT by: (signature)

Name: _____

Title: _____

Date ____/____/____

The parties are hereby notified that the Claimant has filed copies of the Arbitration Agreement (if applicable) and this Demand for Arbitration/Arbitration Notice at NAM's headquarters.

Either party may contact the NAM Administrator indicated below of the Comprehensive Dispute Resolution Rules and Procedures in writing at NAM, Comprehensive Dispute Resolution Rules and Procedures, 990 Stewart Avenue, First Floor, Garden City, New York 11530 or by telephone with questions regarding the Arbitration process or NAM's Comprehensive Dispute Resolution Rules and Procedures and Fee Schedule or to request a copy thereof.

Contact the NAM Administrator, _____ at

1-800-358-2550 ext. _____.