

AGREEMENT TO ARBITRATE

Seller(s) Name _____

Seller(s) Address _____

Listing Broker Name _____

Listing Broker Address _____

Whereas a dispute exists between the above named parties with respect to the commission earned by the Broker for the sale of property located at _____ . The disputed commission amount is _____ .

The parties hereby agree to submit said dispute to arbitration before National Arbitration and Mediation (NAM). The arbitration shall be governed by the rules of the National Arbitration and Mediation and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The seller hereby agrees to place the disputed amount in escrow with _____ to be held by said escrowee in accordance with the terms of this agreement. The said monies shall be held by the escrowee until the parties' rights to the escrow monies have been determined either (i) by the signed written agreement of the parties, or (ii) by an award of an arbitrator.

The time within which the Broker must commence arbitration shall be six (6) months from the date of the escrow deposit. Should the Broker fail to commence arbitration within six (6) months, this agreement shall act as a Statute of Limitations and bar the Broker's claim forever.

Dated: _____

Seller(s) Signature

Listing Broker Signature