



# ARBITRATION AGREEMENT

(C.A.R. Form ARB, 12/15)

Property Address 123 Main St, San Diego, CA

## 1. ARBITRATION OF DISPUTES:

The Parties signing below ("Parties") agree that any dispute or claim in Law or equity arising, or having arisen, between them out of the  Purchase Agreement, or  Listing Agreement, or  Buyer Representation Agreement,  Other \_\_\_\_\_ or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who have not signed this Arbitration Agreement, but who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Arbitration Agreement shall be governed by the Federal Arbitration Act. Exclusions from this Arbitration Agreement are specified below.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Seller/Buyer Initials \_\_\_\_\_ / \_\_\_\_\_

Broker/Agent Initials \_\_\_\_\_ / \_\_\_\_\_

## 2. ADDITIONAL ARBITRATION TERMS:

A. EXCLUSIONS: The following matters are excluded from arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

B. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

C. BROKERS: Brokers who have not signed this Arbitration Agreement shall not be obligated nor compelled to arbitrate unless they agree to do so in writing. Any Broker(s) participating in arbitration but who have not signed this Arbitration Agreement shall not be deemed a party to this Arbitration Agreement.

Seller  Buyer  Broker/Agent \_\_\_\_\_  
(Signature) (Date)

Seller  Buyer  Broker/Agent \_\_\_\_\_  
(Signature) (Date)

Seller  Buyer  Broker/Agent \_\_\_\_\_  
(Signature) (Date)

Seller  Buyer  Broker/Agent \_\_\_\_\_  
(Signature) (Date)

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