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Charlottesville Area Association of REALTORS®

Board or State Association

550 Hillsdale Dr.

Charlottesville

VA

22901

Address

City

State

Zip

### Notice of Request for Mediation

In the matter of \_\_\_\_\_ vs. \_\_\_\_\_  
Complainant Respondent

A request for mediation involving the above-named case prior to a hearing of this matter by the Professional Standards Committee of the Board has been received. A copy of the dispute is enclosed. If you wish to participate in the mediation process at this time, please complete the Agreement to Mediate form and return it to the Board office at the address shown on this form by

\_\_\_\_\_. The Agreement must be signed and dated by the REALTOR® principal or his/her  
Date  
authorized designee. If no response is received from you by the appointed date, the case shall be referred to the Grievance Committee of the Board for determination at its next scheduled meeting.

*Tiffany Vann*  
Signature of Professional Standards Administrator

\_\_\_\_\_  
Date

**Form Optional:** This may be accomplished by telephone or email.

## **MEDIATION RULES AND PROCEDURES**

**1. Agreement of Parties.** These Mediation Rules and Procedures shall apply when the parties have agreed in writing to mediation under the NAR Program. By mutual written agreement of all the parties to the claim, any specific provision of these Rules and Procedures pertaining to mediation may be modified.

**2. Initiation of Mediation.** Any party may initiate mediation under these Rules and Procedures by completing, signing and mailing to the mediation vendor and all other parties, a Request to Initiate Mediation Transmittal Form. Such form shall contain or be accompanied by the following information, to the extent known or readily available:

- a. A fully executed true copy of the agreement containing the mediation clause;
- b. A copy of such other written agreement invoking these Mediation Rules and Procedures;
- c. In the absence of a contract clause or other such written agreement, a written request by any party seeking to have the mediation vendor attempt to persuade one or more of the others to submit an existing dispute or claim to mediation under these Rules and Procedures.
- d. The names, addresses and telephone numbers of the parties to the case, including the name of the parties insurance company;
- e. Nature and amount of the claim (brief statement of the facts that give rise to the claim, the damages of relief sought);
- f. Preferred place and time of hearing.

**3. Selection of Mediator.** Not later than ten days after receipt of the Transmittal Form, the mediation vendor shall appoint a qualified mediator.

No person shall serve as a mediator in any dispute if that person has any financial or personal interest in the results of the mediation unless, after full disclosure, the parties have given their written consent.

**4. Times and Place of Mediation Conference.** Within ten days of his appointment, the mediator and the parties shall set the date, time, and place of the mediation conference provided, however, such date shall not be more than sixty days from date of receipt of the Transmittal Form, and shall allow for not less than twenty days advance notice of the conference, which notice shall be given by the mediation vendor to all parties.

**5. Conduct of Mediation Conferences.** At the mediation conference, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. Such information will usually include relevant written materials and a description of any witnesses and what each could testify to. For more complex cases, the mediator may ask the parties for written materials or information in advance of the mediation conference.

At the mediation conference, the mediator will conduct an orderly settlement negotiation. Parties at the mediation conference shall have authority to enter into and sign a binding written agreement to settle the

dispute. The mediator will be impartial in such proceedings and has no authority to force the parties to agree to a settlement.

**6. Representation by Counsel.** Any party may be accompanied by and represented at the conference by counsel. In the interest of fairness, however, a party who intends to be represented by counsel shall notify the mediation vendor and other parties of such intent at least ten days in advance of the conference.

**7. Confidentiality.** No aspect of the mediation shall be relied upon or introduced as evidence in any arbitration, judicial or other proceeding, including but not limited to:

- Views expressed or suggestions made by a party with respect to a possible settlement of the dispute;
- Admissions made in the course of the mediation;
- Proposals made or views expressed by the mediator or the response of any party thereto.

No privilege shall be affected by disclosures made in the course of mediation.

Disclosure of any records, reports, or other documents received or prepared by mediation vendor cannot be compelled.

The mediation vendor shall not be compelled to disclose or to testify in any proceeding as to information disclosed or representations made in the course of the mediation or communication to the mediator in confidence.

**8. Mediated Settlement.** The mediated settlement must be reduced to writing by the parties or by the mediator (if the mediator is an attorney), then dated and signed at the mediation conference by all parties agreeing to its terms, but in no event shall the settlement be signed later than ten days after the conclusion of the mediation conference.

**9. Judicial Proceedings and Immunity.** Neither the mediation vendor, nor the mediator, nor the NATIONAL ASSOCIATION OF REALTORS® or any of its member associations, shall be deemed "necessary parties" in any judicial proceedings relating to mediation under these Mediation Rules and Procedures. Neither the mediation vendor, nor any mediator nor the NATIONAL ASSOCIATION REALTORS® serving under these procedures shall be liable to any party for any act, error or omission in connection with any service or the operation of the NAR Mediation Program.

**10. Mediation Fees.** Mediation fees shall be in accordance with the published fee schedule.

**11. Timing of Claims.** The time limitation by which parties must bring claims in accordance with these Rules and Procedures are to be governed by state law. Local counsel should be consulted regarding this issue.

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## Agreement to Mediate

The undersigned agree that they are involved in a contractual dispute defined by Article 17 of the Code or in a specific noncontractual dispute as outlined in Standard of Practice 17-4.

The undersigned agree to submit this dispute to mediation in accordance with the mediation guidelines, as set forth in the *Code of Ethics and Arbitration Manual* of the \_\_\_\_\_ **Charlottesville Area Association of REALTORS** \_\_\_\_\_  
Board of REALTORS®

Any Agreement signed by the parties, pursuant to the mediation conference, shall be binding.

**As a party to the mediation process I understand and agree as follows:**

Parties to mediation may withdraw from the process at any point prior to reaching an agreement. Parties to mediation that do not reach an agreement shall be free to pursue arbitration of the dispute in accordance with the guidelines set forth in the *Code of Ethics and Arbitration Manual* of the NATIONAL ASSOCIATION OF REALTORS®. The parties acknowledge that the mediator is not providing legal representation, legal advice, or legal services, and that the parties are advised of their right to be represented by counsel at the mediation and also of their right to obtain independent legal advice (if counsel are not at the mediation) before signing any final settlement agreement.

Any offers of settlement that were not accepted or any suggested resolution proposed by the Mediation Officer that was not accepted will not be introduced as evidence nor considered in any manner should the matter require arbitration by the Board's Professional Standards Committee. However, if the parties agree to a settlement of the dispute, and the settlement is reduced to writing and has been signed by all of the parties, the matter shall be considered resolved, and shall not be the subject of a subsequent arbitration hearing. In the event that either of the parties fails to abide by the terms of the settlement, the matter may not be arbitrated; instead, the other party should be encouraged to have the settlement agreement judicially enforced by a court of competent jurisdiction.

No aspect of this mediation conference shall be relied upon or introduced as evidence in any ethics, arbitration, judicial, or other proceeding, including, but not limited to: views expressed or suggestions made by a party with respect to a possible settlement of the dispute; admissions made in the course of the mediation; proposals made or views expressed by the Mediator or the response of any party thereto. No privilege shall be affected by disclosures made in the course of mediation. Disclosure of any records, reports, or other documents received or prepared by the Board or Mediation Officer shall not be compelled. Neither the Board or the Mediation Officer shall be compelled to disclose or to testify in any proceeding as to information disclosed or representations made in the course of the mediation or communication to the Mediator in confidence. Neither the Mediation Officer, the

\_\_\_\_\_ **Charlottesville Association** \_\_\_\_\_ of REALTORS®, the \_\_\_\_\_ **Virginia** \_\_\_\_\_ Association of REALTORS® nor the NATIONAL  
Board State

ASSOCIATION OF REALTORS® or any of its Member Boards shall be deemed "necessary parties" in any judicial proceedings relating to mediation under this Agreement. The parties acknowledge that the mediation proceedings will not be recorded and that weapons of any type are prohibited.

Are the circumstances giving rise to this request for Mediation the subject of civil or criminal litigation or in any proceeding before the state real estate licensing authority or any other state or federal regulatory or administrative agency? \_\_\_\_\_ Yes \_\_\_\_\_ No

By my signature on this Agreement to Mediate, I acknowledge my rights and agree to the terms of the mediation procedures as stated above. I hereby affirm that I have the authority to enter into and sign a binding written agreement to settle this dispute.

Complainants:

Respondents:

_____ Type/Print Name	
_____ Signature	_____ Date
_____ Address	
_____ Type/Print Name	
_____ Signature	_____ Date
_____ Address	

_____ Type/Print Name	
_____ Signature	_____ Date
_____ Address	
_____ Type/Print Name	
_____ Signature	_____ Date
_____ Address	

(Revised 11/12)

**Mediation Officer Selection Form**  
**(To be Used for Mediation Between REALTOR® Members)**

In the matter of

\_\_\_\_\_ vs.  
Complainant

\_\_\_\_\_  
Respondent

The following individuals have agreed to serve as Mediation Officers for disputes between REALTOR® members of the

Charlottesville Area Association of REALTORS®. As a party to this mediation, you have the right to challenge any Mediator that you believe would not be acceptable to serve as the Mediation Officer for your mediation conference. This form must be returned to the CAAR office by \_\_\_\_\_ .

Name: Bud Kreh – RE/MAX New Horizons

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

Name Peter Scherman – The B&B Team

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

Name Pat Sury – Montague Miller & Co.

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

Name: Pat Widhalm – BHG Real Estate III

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

Name: Kathy Markwood – Roy Wheeler Realty

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

Name: Peter Granger – Long & Foster – Old Ivy

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

Name: Peg Gilliland – Charlottesville Solutions

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

Name: Kim Armstrong – Gayle Harvey Real Estate

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

Name: Arleen Yobs - Nest Realty

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

Name: Donna Patton - Keller Williams Realty

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

Name: Lori Chapman - BHG Real Estate III – Glenmore

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

Name: Sallye Trobaugh - Kline May Realty – Harrisonburg

I (will \_\_\_\_\_ ) (will not \_\_\_\_\_) accept this person as a Mediator for this dispute.

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Name of REALTOR® Principal/Authorized Designee(Type/Print)

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Signature  
of REALTOR® Principal/Authorized Designee

Date: \_\_\_\_\_  
(Adopted 11/96)