

VOLUNTARY MEDIATION AGREEMENT

The following members agree that they are involved in a dispute arising out of their relationship as REALTORS®.

In the case of: _____ vs. _____
Complainant Respondent

The undersigned agrees to voluntarily submit this dispute to mediation in accordance with the mediation guidelines, as set forth in the *Code of Ethics and Arbitration Manual* of the Berkshire County 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:

- Participation in mediation procedures is voluntary. 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 an ethics hearing or 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®.
- Parties to mediation may be accompanied by and represented at the conference by legal counsel.
- 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 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 nor 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 Berkshire County Board of Realtors®, the Massachusetts Association of Realtors® nor the National Association of Realtors® or any of its Member Boards shall be deemed "necessary parties" in any judicial proceedings relating to mediation under this Agreement.



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This matter is a: **matter of ethics / matter of arbitration.**

If Arbitrable Matter: I am requesting mediation with the above-named disputant. There is due, unpaid, and owing to me (or I retain) from the above-named person the sum of \$_____. My claim is predicated upon the statement attached, marked Exhibit I and incorporated by reference into this application. I have not, as of this date, requested arbitration of this dispute before this or any other Board/Association of REALTORS®. # Pages Attached: _____

OR

If an ethical matter: I am requesting mediation with the above-named disputant. I believe that there was a violation of the Code of Ethics. My claim is predicated upon the statement attached, marked Exhibit I and incorporated by reference into this application. I have not, as of this date, filed an Ethics Complaint for resolution of this dispute before this or any other Board/Association of REALTORS®. # Pages Attached: _____

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.

Complainant(s):

Printed Name _____ Date: _____, 20

Address: _____ Phone: _____

Signature _____

Printed Name _____ Date: _____, 20

Address: _____ Phone: _____

Signature _____

