



Arbitration Mediation Rules & Procedures

1. **Agreement of Parties:** As a condition of association membership, Realtor® brokers are required to submit certain disputes to binding arbitration. Prior to an arbitration hearing, the parties are given two opportunities to engage in voluntary mediation. The first opportunity for mediation is after the case has been filed but before a Grievance Committee reviews the case. If no mediation occurs at that point the second opportunity is after Grievance Committee review, if the complaint has been deemed to be arbitrable.
2. **Initiation of Mediation:** If the parties wish to mediate at either stage of the process, they will be asked to sign and submit an Agreement to Mediate to the program Administrator.
3. **Selection of Mediator:** Within ten (10) days of receiving the completed Agreement to Mediate, the Administrator will send each party to the dispute a copy of the arbitration request along with a list of qualified mediators and their fee schedules. Each party then has ten (10) days to review the list of mediators, challenge any mediator to whom a party objects, and return the list to the Administrator. The Administrator will appoint the first available mediator who is acceptable to all parties involved.

A mediator who has any financial or personal interest in the dispute or the results of the mediation cannot serve as mediator to that dispute, unless all parties are informed and give their written consent.
4. **Mediation Fees:** Arbitration mediation is provided as part of the Professional Standards process as a service to the parties at no cost beyond the arbitration filing fees paid by the parties. PAR will pay the selected mediator a fee deducted equally from the parties' arbitration filing fees.
5. **Time and Place of Mediation Conference:** Within ten (10) days of being appointed to the dispute, the mediator will contact the parties and set the date, time and place of the mediation conference. The mediator should provide at least twenty days' advance notice to all parties. Ideally, the mediation conference should not be more than forty-five days from the mediator's appointment to the dispute.
6. **Conduct of Mediation Conference:**
 - a. The parties attending the mediation conference will be expected to:
 - Have the authority to enter into and sign a binding settlement to the dispute.
 - Produce all information required for the mediator to understand the issues of the dispute. The information may include relevant written materials, descriptions of witnesses and the content of their testimony. The mediator can require the parties to deliver written materials and information before the date of the mediation conference.
 - b. The mediator presiding over the conference:
 - Will impartially conduct an orderly settlement negotiation.
 - Will help the parties define the matters in dispute and reach a mutually agreeable solution.
 - Will have no authority to render an opinion, to bind the parties to his or her decision, or to force the parties to reach a settlement.

Formal rules of evidence will not apply to the mediation conference.

7. **Representation by Counsel:** Any party who intends to be accompanied to the mediation conference by legal counsel will notify the mediator and the other parties of the intent at least ten days before the conference.

- 8. Confidentiality:** No aspect of the mediation can be relied upon or introduced as evidence in any arbitration, judicial or other proceeding. This includes, but is not limited to, any opinions or suggestions made by any party regarding a possible settlement; any admissions made during the course of the mediation; any proposals or opinions expressed by the mediator; and any responses given by any party to opinions, suggestions, or proposals.

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

Transcripts or recordings of the mediation will not be allowed without the prior, written consent of all parties and the mediator.

Records, reports, and other documents received or prepared by the mediator or Administrator cannot be compelled by an arbitration, judicial, or other proceeding, with the exception of an agreement that was reached in the course of mediation and signed by all the parties.

Neither the mediator nor the Administrator can be compelled to testify in any proceeding regarding information given or representations made either in the course of the mediation or in any confidential communication.

- 9. Mediated Settlement:** When a dispute is resolved through mediation, the mediator will put the complete agreement in writing and all parties will sign the written agreement within ten (10) days of the conclusion of the mediation conference. Every reasonable effort will be made to sign the written agreement at the end of the conference.

If the dispute is not resolved through mediation the mediator will advise the association that the mediation conference has been terminated without resolution, at which point the dispute will proceed to an arbitration hearing.

- 10. Judicial Proceedings and Immunity:** NEITHER THE ADMINISTRATOR, THE MEDIATOR, THE NATIONAL ASSOCIATION OF REALTORS®, THE PENNSYLVANIA ASSOCIATION OF REALTORS®, NOR ANY OF ITS MEMBER BOARDS, WILL BE DEEMED NECESSARY OR INDISPENSABLE PARTIES IN ANY JUDICIAL PROCEEDINGS RELATING TO MEDIATION UNDER THESE RULES AND PROCEDURES, NOR WILL ANY OF THEM SERVING UNDER THESE PROCEDURES BE LIABLE TO ANY PARTY FOR ANY ACT, ERROR OR OMISSION IN CONNECTION WITH ANY SERVICE OR THE OPERATION OF THE HOME SELLERS/HOME BUYERS DISPUTE RESOLUTION SYSTEM.