



MEDIATOR SERVICE AGREEMENT

THIS MEDIATOR SERVICE AGREEMENT (“Agreement”) is by and between the Pennsylvania Association of Realtors® (“PAR”) located at 500 N. 12th Street, Lemoyne, PA 17043; and _____ (“Mediator”), with a place of business at _____, (jointly known as the “Parties”).

RECITALS

- A. PAR provides mediation services to consumers through the Home Seller/Home Buyer Dispute Resolution System program (“DRS Program”) developed by the National Association of Realtors® (“NAR”) as modified by PAR.
- B. PAR provides mediation services to Realtor® members through the Professional Standards arbitration procedures and guidelines developed by NAR as modified by PAR (“Arbitration Mediation”).
- C. PAR offers both types of mediation services in the geographical jurisdiction of those local Realtor® associations that choose to join the PAR Statewide Professional Standards Cooperative, under the rules of the Cooperative.
- D. Mediator has received formal mediation training and desires to provide mediation services in certain areas of Pennsylvania according to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the terms and conditions set forth below, the adequacy and sufficiency of which the parties do hereby acknowledge, PAR and Mediator do hereby agree as follows:

1. TERM AND TERMINATION

- A. This Agreement will take effect as of the latest of the dates the Agreement is signed by one of the Parties, below, and will extend until December 31, 2015 (the “Initial Term”).
- B. After the Initial Term, the Agreement will automatically renew for subsequent one (1) year terms beginning on January 1 of the following calendar year (each of which is a “Renewal Term”), unless terminated under the terms of this Agreement.
- C. Either of the Parties may terminate this Agreement at any time with a minimum of 30 days’ notice to the other party, with a specific termination date provided in said notice. In the event of such termination:
 - 1. For previously scheduled mediations expected to occur before the stated termination date, PAR and Mediator agree that the mediations will proceed as scheduled unless mutually agreed by the Parties.
 - 2. For previously scheduled mediations expected to occur after the stated termination date, PAR may, at its option, either request Mediator to complete those mediations or reassign the mediations. Mediator is not obligated to complete any of these assignments if requested.
 - 3. Any mediation fees or reimbursements payable to Mediator by PAR that have not been paid by the termination date will be paid pursuant to the terms of this Agreement, which relevant terms will survive termination for this purpose.

2. MEDIATION SERVICES AND SERVICE AREA

A. Mediator will provide the following mediation services:

DRS Mediation for transactional disputes between buyers and sellers.

Mediator has received and read a copy of the DRS Mediation rules, and agrees to abide by those rules for all DRS Mediation assignments.

Arbitration Mediation for financial disputes between brokers.

Mediator has received and read a copy of the Arbitration Mediation rules, and agrees to abide by those rules for all Arbitration Mediation assignments.

B. Mediator IS - IS NOT willing to conduct **remote mediations** (e.g., one or both parties attending via telephone or video conference service).

C. Mediator IS - IS NOT willing to allow a **mediator trainee/observer** to attend and participate in the mediation process.

D. Mediator is willing to accept mediation assignments in the geographical territory of the following Realtor® Associations (or their successors, in the event of mergers), and agrees to travel to those geographical areas to conduct mediations unless the parties and mediator mutually agree otherwise. [NOTE: This Agreement applies only those associations listed **in bold type**, which are serviced by PAR. Mediator contact information and interest will be provided to any other identified association, but Mediator is responsible for developing a direct relationship with any of those associations to receive mediation assignments.]

DISTRICT 1:

Greater Scranton **Pike-Wayne** **Greater Wilkes-Barre** **Greater Hazleton**
 Pocono Mountain Greater Lehigh Valley

DISTRICT 2:

Suburban West

DISTRICT 3:

Greater Philadelphia Tristate Commercial

DISTRICT 4:

Schuylkill **Reading-Berks** **Lebanon** Greater Harrisburg Lancaster Pen-Mar
 York & Adams Counties

DISTRICT 5:

McKean **Elk-Cameron** **Clearfield-Jefferson** **Allegheny Highland** **Huntingdon**
 North Central Penn **West Branch** **Centre County** **Bradford-Sullivan**
 Central Susquehanna

DISTRICT 6:

Beaver **Washington-Greene** **Greater Allegheny Kiski** Westmoreland West
 Westmoreland **Fayette** **Cambria-Somerset**

DISTRICT 7:

- Greater Erie Greater Meadville Greater Mercer Lawrence Butler
 Warren Allegheny Valley

DISTRICT 8:

- Metropolitan Pittsburgh

DISTRICT 9:

- Bucks Montgomery

3. MEDIATION SERVICES

- A. Mediator has received, read and agrees to the Mediator Selection Guidelines.
- B. Mediator will provide a neutral site for mediation conferences or work with the mediation parties to select an acceptable location. Mediator may not charge an additional fee to secure a mediation site unless disclosed and agreed to by the parties in advance. If the mediation parties agree to a site for which a fee is charged, the parties will be responsible for payment of that fee as negotiated with Mediator.
- C. Mediator agrees to utilize any settlement and release forms provided by PAR, or to modify Mediator's preferred forms to incorporate certain language regarding certain procedural and liability issues to the satisfaction of PAR.
- D. Mediator agrees to provide a summary evaluation of every mediation on a form to be provided by PAR, and understands that the mediation parties will be asked to do the same. The summary evaluation will focus on the mediation process, and will not ask Mediator or the parties to disclose or discuss any confidential information. These documents will be utilized to evaluate the effectiveness of the mediation process and may be used to evaluate the performance of individual mediators.
- E. PAR will provide administrative support until the time the mediation case is assigned to and accepted by the Mediator. This will include distribution and receipt of mediation requests and responses, verification of an agreement to mediate, distribution and receipt of mediator challenges, and assignment of the mediator. After Mediator accepts an assignment, Mediator is responsible for all contact with the mediation parties, including scheduling of the mediation conference.

4. FEES

- A. DRS Mediation (if checked in Paragraph 2, above)
 - 1. Mediator's DRS Mediation Fee is:
 - a. \$_____ for a mediation conference of up to three (3) hours (excluding travel time, preparation, etc.). If mutually agreed by the mediation parties, additional time will be billed at \$_____ per hour thereafter.
 - b. Travel reimbursement of \$_____ per mile or \$_____ per hour, under the following conditions:

 - 2. Mediator understands and agrees that this fee will be disclosed to potential mediation parties during the mediator selection process, and that Mediator may charge no other fee to the mediation parties.
 - 3. The stated DRS Mediation fee will remain in effect without change for each Term of this Agreement. Mediator may change the fee at the start of each new Renewal Term by providing notice to PAR at least 30 days in advance of the start of the Renewal Term.

4. **PAR will in no way be involved in establishing, billing or collecting any DRS Mediation Fees. All DRS Mediation Fees are paid by the mediation parties directly to Mediator.** Fees are to be split equally by the mediation parties unless they agree otherwise. Mediation parties will be notified during the selection process that payment may be required at or prior to the mediation session; Mediator may make other payment arrangements at his/her discretion.

B. Arbitration Mediation (if checked in Paragraph 2, above)

1. PAR will pay Mediator an Arbitration Mediation Fee of \$400 for each Arbitration Mediation. If the mediation location is more than 60 miles from Mediator’s primary office (120 miles round trip), PAR will also pay a mileage reimbursement at the then-applicable IRS reimbursement rate for the full amount of travel.
2. PAR will remit the Arbitration Mediation Fee and any applicable reimbursements within 30 days of receipt of Mediator’s evaluation and mileage reimbursement forms.

5. LIABILITY INSURANCE

- A. PAR will maintain liability insurance for the mediation program through the National Association of Realtors® Professional Liability Insurance Program.
- B. Mediator will obtain and maintain professional liability insurance for Mediator’s activities performed pursuant to this Agreement. Mediator agrees to defend, indemnify, save and hold PAR harmless against claims brought by third parties relating to the provider’s handling of the mediation conference pursuant to this Agreement.

6. USE OF NAMES

- A. So long as this Agreement is in effect, PAR will include Mediator’s name and relevant contact information in its Mediator Database and make that information available to prospective mediation parties.
- B. So long as this Agreement is in effect, Mediator is authorized to state that he or she is “included” or “listed” on the PAR mediator list. But in no case may Mediator use language suggesting that he or she is approved or endorsed by PAR, nor may Mediator utilize the logos of PAR, the National Association of Realtors® or any local association of Realtors® as part of any marketing or communication.
- C. At the expiration or termination of this Agreement, PAR will no longer display or distribute Mediator’s name and contact information, and Mediator will remove any references to PAR from any marketing or communications materials.

IN WITNESS WHEREOF, this Agreement is executed as of the latest date written below.

MEDIATOR

PENNSYLVANIA ASSOCIATION OF REALTORS®

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____