SuburbanWest
REALTORS® ASSOCIATION

Mediation Procedures

Agreement of parties: These procedures shall apply when the buyer and seller have agreed in writing to mediate as a term of the Agreement of Sale or through a separate agreement to mediate signed by both of them.

Initiation of mediation: Any party (buyer or seller) may initiate mediation by completing and mailing to the association the "Request for Mediation Transmittal Form". Upon receipt of the Request for Mediation the administrator will share the form with the other party and notify the other party that mediation has been requested.

Selection of mediator: Mediators are licensed attorneys, licensed real estate agents or private practice mediators. Each has received formal training as mediators and have contracted to participate in the mediation program.

Both parties (buyer and seller) will be asked to review the list of mediators and advise the administrator of any known conflicts of interest by reviewing, completing, signing and returning the list of the mediators within ten (10) days of mailing. The administrator will also disqualify any mediator with a relationship with any of the firms involved in the transaction. Once the parties have had opportunity to advise of any conflicts, the administrator will assign a mediator from those not challenged.

Time and place of mediation conference: At the same time as they are requested to review the list of mediators, the parties will be asked to review calendars for the period when the mediation conference will likely be held. The parties will be asked to cross off any dates for which the party is not available for a mediation conference. The mediator will use this information to expedite scheduling of the conference at a date and time acceptable to all parties.

Mediation conferences typically take place at the Association office located at 1 Country View Road, Suite 201, Malvern, PA. However, on occasion they are held at the mediator's office or some other neutral location acceptable to all parties.

The conference will be scheduled within seventy-five (75) days of receipt of the initial request. If mediation cannot be scheduled within that time the parties are free to exercise their option to take the matter to litigation. Once the seventy-five (75) day time limit has passed, the mediator will continue attempts to schedule a conference until:

a) One party advises in writing that the party no longer wishes to attempt mediation, or
b) The mediator, at his or her discretion, feels that further attempts to schedule mediation will not result in a timely conference.

Mediator Fees: The mediator fees will be divided equally between buyer and seller and will be paid ***before*** the mediation conference.

Conduct of mediation conferences: At the mediation conference, the parties will be expected to produce all information reasonably necessary to understand the issue(s) presented. 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 must have authority to enter into a binding written agreement settling the dispute. The mediator will be impartial in such proceedings and has no authority to compel the parties to agree to a proposed settlement.

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

Representation by counsel: Mediation is designed to promote fair solutions to parties who are not represented by counsel. However, parties may be represented at the conference by counsel. Any party who intends to be represented by counsel must notify the mediator and all other parties that they will be represented by counsel at least ten (10) days in advance of the conference. Parties should consult an attorney if they have questions about mediation.

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 by or prepared by the mediator cannot be compelled. The mediator cannot be compelled to disclose information or testify in any proceeding about information disclosed or representations made in the course of the mediation or communication to the mediator in confidence.

Mediated settlement: The mediated settlement must be reduced to writing by the parties, dated, and signed by all parties either at the mediation conference or as soon as possible after the conclusion of the mediation conference. Generally, the agreement can be completed by the close of the mediation conference. The mediated resolution once signed by the parties becomes binding on them.

If the parties do not come to a resolution either party is free to pursue the matter through any other legal means available to them.

Judicial proceedings and immunity: Neither the mediator nor the association shall be deemed "necessary parties" in any judicial proceedings relating to mediation under this program. Neither the mediator nor the association shall be liable to any party for any act, error, or omission in connection with any service rendered under the program.

Timing of claims: Generally, the filing of a request for mediation will not extend any time limitation by which parties must bring claims in court. These timelines are governed by state law. Legal counsel should be consulted regarding applicable filing deadlines.

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Request for Mediation
Transmittal Form

1. PARTIES TO THE MEDIATION

Person requesting the mediation

Are you the BUYER ____? or the SELLER ____?

Name(s): Should include and be limited to persons identified on the Agreement of Sale.

_____

Mailing Address: _____

_____

_____

Person with whom you are requesting mediation

This will be the other party to the Agreement of Sale (buyer or seller). The mediation clause in the agreement of sale obligates the buyer and seller only. **You must provide an address for this person in order to proceed**. Please verify the accuracy of this information before submitting the form.

Name(s): Should include and be limited to persons identified on the Agreement of Sale.

_____

Mailing Address: _____

_____

_____

2. ADDRESS OF THE PROPERTY THAT IS THE SUBJECT OF THIS REQUEST FOR MEDIATION:

_____

3. HAVE COURT PROCEEDINGS BEEN INITATED INVOLVING THE SAME PARTIES AND CIRCUMSTANCES OF THIS REQUEST? _____ YES _____ NO
   (If yes, provide proof that court proceedings have been postponed until mediation is attempted)

4. PLEASE MARK (√ or X) THE ISSUE THAT BROUGHT YOU TO REQUEST MEDIATION.

   _____; Release of deposit(s) Amount of Deposit: $ _____

   _____; Failure to disclose. Please specify item or issue not disclosed: _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

   _____; Other. Please specify: _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

To ensure effective communication moving forward, please complete this form.

Name: _____

Phone: _____

Email: _____

Preferred means of contact: (Please initial ONE)

_____ E-Mail OR ____ U.S.P.O. Mail

Please be sure to read the "Mediation Procedures" document before submitting this request. This document explains the mediation process in detail and will answer many of the frequently asked questions buyers and sellers have about mediation. Should you have any questions, please do not hesitate to contact Paula Tansey (610-560-4800) or ptansey@suburbanwestrealtors.com

Return the transmittal form and the following items with your request:

- The appropriate pages from the Agreement of sale.
  - The first page showing the parties to the agreement
  - The page containing the mediation clause
  - The last page with the signatures of the parties

- A check for $50 payable to "SWRA". This fee covers the administrative costs associated with the program and is not refundable. Please use care to provide accurate and complete information on the transmittal form.

- Mediator fees are set by the individual mediator and range from $300 to $900. The mediator's fee is a separate from the administrative fee and will be shared equally between buyer and seller.

Mail to: Paula M. Tansey, RCE
Suburban West REALTORS Association
1 Country View Road, Suite 201
Malvern, PA 19355

Please do not attach any supporting documents other than those requested above.