



**NORTH SAN DIEGO COUNTY ASSOCIATION OF REALTORS®
REQUEST FOR MEDIATION**

Date _____

TO: Name of Respondent & Title _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Email _____

Name of Firm and Broker that represented the Respondent in the transaction:

Firm Name _____ Broker _____

The undersigned party to an agreement if any contained in a written contract, dated _____ providing for mediation, hereby requests mediation under that agreement (**attach a copy of the mediation clause.**)

Nature of Dispute:

(Attach a separate sheet, if necessary)

Claim or Relief Sought: (amount if any) _____

You are hereby noticed that copies of our Mediation Agreement and of this request are being filed with the **North San Diego County Association of REALTORS®** at its Administrative office, with the request that it commence the administration of the mediation. A staff representative of the ASSOCIATION will contact you to arrange the mediation. It is understood and agreed that the mediation will be facilitated via video conferencing unless the parties and the mediator mutually agree to an in-person mediation. The default location for the in-person mediation is the Administrative office of the **NORTH SAN DIEGO COUNTY ASSOCIATION OF REALTORS®**, located at **1903 Wright Place, Suite 120, Carlsbad, CA 92008**.



Request for Mediation

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Signed _____ Title _____
(Signature of Claimant or Claimant's Representative)

Name of Claimant and Title* _____

Address of Claimant _____

City _____ State _____ Zip _____

Telephone _____ Email _____

Name of Firm and Broker that represented the Claimant in the transaction:

Firm Name: _____ Broker: _____

Name of Representative and Title _____

Representative's Address _____

City _____ State _____ Zip _____

Telephone _____ Email _____

To institute proceedings, please email to ProStands@nsdcrealtors.com or send the **original** of this **REQUEST** to the **NORTH SAN DIEGO COUNTY ASSOCIATION OF REALTORS®**, including the **signed original** copy of the **mediation rules**. A staff representative of the Association will send a **copy** of this **REQUEST**, the **mediation rules** and a **CONSENT TO MEDIATION** to the responding party. Once the signed **CONSENT TO MEDIATION** forms are returned, Co-Mediators will be appointed and a mediation conference date set. You will receive a **21-DAY NOTICE** setting forth the date and time for the mediation.

- Please indicate title as follows: **Buyer, Seller, Broker, Agent, Architect, Contractor, Subcontractor, Attorney, Accountant, etc.**
- Please indicate below the dates that you will **not** be available for Mediation.

(Unavailable dates)

**ARBITRATION COMPLAINT
NORTH SAN DIEGO COUNTY ASSOCIATION OF REALTORS®**

1. A dispute arising from the real estate business has arisen between me (us) and the person(s) and/or entity(ies) named below (*Note: List all persons you wish to name as respondents. If you want to name a corporate entity as a respondent, you must indicate the corporation's legal name as a separately named respondent.*):

RESPONDENT(S):

(1)	(2)
Name of Responsible Broker (Type or Print)	Name of Agent (Type or Print)
Name of Firm	Name of Firm
DRE Number	DRE Number
Street Address	Street Address
City, State, Zip	City, State, Zip
Phone Number	Phone Number
Email Address	Email Address
(3)	(4)
Name of Agent	Name of Agent
Name of Firm	Name of Firm
DRE Number	DRE Number
Street Address	Street Address
City, State, Zip	City, State, Zip
Phone Number	Phone Number
Email Address	Email Address

2. The respondent(s) owes me the sum of \$_____. My claim is based upon the statement attached to this complaint, marked Exhibit "1", which is hereby incorporated by reference and made part of this complaint.
3. At the time the facts and circumstances giving rise to this dispute occurred, I am informed that each respondent was a: REALTOR®/REALTOR-ASSOCIATE® Member of the Association; and/or Participant/subscriber of the Association's MLS
4. This dispute is proper for arbitration at the Association as this is a real estate related dispute that arises out of our relationship as REALTORS®/REALTOR-ASSOCIATES® and/or arises from a listing filed with the Association's MLS.
5. I, by becoming and remaining a:

REALTOR®/REALTOR-ASSOCIATE® Member of the Association; and/or Participant/subscriber of the Association's MLS have previously agreed to resolve this dispute with the named respondents through binding arbitration using the Association's facilities and its rules and procedures for arbitration. Accordingly, I submit this dispute to arbitration and reaffirm my agreement to bind myself and any firm for which I am the designated broker of record to be bound by arbitration through the Association. Furthermore, I reaffirm my agreement to abide by the Association's rules and procedures for arbitration and to comply with the arbitration award. I understand and agree that this constitutes an arbitration agreement within the meaning of Part 3 Title 9 of the California Code of Civil Procedure.

In the event I or my firm does not comply with the arbitration award and it is necessary for any party to this arbitration to obtain judicial confirmation and enforcement of an arbitration award against me or my firm, I and my firm agree to pay the party obtaining such confirmation their costs and reasonable attorneys' fees incurred in obtaining such confirmation and enforcement. I also understand that if I do not comply with the arbitration award, I may be disciplined by the Association following a "show cause" hearing pursuant to the arbitration enforcement policy.

6. I have filed this arbitration complaint, meeting all filing requirements, within one hundred and eighty (180) calendar days after the closing of the transaction, if any, or after the facts and circumstances constituting this arbitrable matter could have been known in the exercise of my reasonable diligence, whichever is later.
7. I understand there will be a mechanical tape recording of the arbitration hearing. I understand that I may purchase a copy of the tape recording solely for the purpose of requesting a procedural review of the arbitration procedures and hearing by the Association's Board of Directors or an appointed review Panel thereof.
8. I understand that I may be represented by legal counsel at any time, including at the arbitration hearing and any procedural review. I further understand and agree that if I intend to have legal representation, I must give written notice of my legal representative's name, law firm name, address and phone number to all parties and the hearing and/or review Panel at least fifteen (15) calendar days before the scheduled date of the hearing. I understand and agree that failure to comply with this notice requirement may result in a continuance being granted and a continuance fee assessed against me.
9. I understand that the nature of these proceedings are confidential and that I have an obligation to maintain and protect the confidentiality of these proceedings and any resulting decision. I hereby agree to do so unless disclosure is authorized by the Association's rules and procedures or required by law.
10. Unless this dispute is between members of the same office, the responsible broker at the time the facts and circumstances giving rise to this dispute occurred must sign as a co-complainant and has signed this complaint.
11. I hereby affirm that the facts and circumstances and the parties in this matter are not related to any pending bankruptcy, civil litigation matter or criminal investigation, including a proceeding before a governmental regulatory agency. If I am unable to make this affirmation, I have attached a written statement describing the pending matter on a separate sheet of paper and have included it with this complaint.
12. I have enclosed my payment in the sum of **\$500.00** for the arbitration filing fee with this complaint.
13. I will be represented by an attorney, whose name, address, telephone number, and email address are:

Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Email _____

14. Under the penalties of perjury, I declare that this arbitration complaint and the statements contained herein are true and correct to the best of my knowledge and belief.

Dated: _____

COMPLAINANT(S):

(1)

Signature

Name of Responsible Broker

DRE Number

Firm

Street Address

City, State, Zip

Phone

Email

(3)

Signature

Name of Agent

DRE Number

Firm

Street Address

City, State, Zip

Phone

Email

(2)

Signature

Name of Agent

DRE Number

Firm

Street Address

City, State, Zip

Phone

Email

(4)

Signature

Name of Agent

DRE Number

Firm

Street Address

City, State, Zip

Phone

Email

NORTH SAN DIEGO COUNTY ASSOCIATION OF REALTORS MEDIATION RULES AND CONFIDENTIALITY AGREEMENT

1. The undersigned parties have agreed to attempt to settle their dispute through mediation, using the service of the **NORTH SAN DIEGO COUNTY ASSOCIATION OF REALTORS®** (collectively referred to as the “**Association**”).
2. The parties understand that mediation is a cooperative process based on factual information and does not assess blame or fault, but serves as an avenue for mutual resolution of their conflict. Most disputes can be successfully mediated if all parties are willing to make a good faith effort to resolve the dispute. It is important to have the critical facts presented at the mediation and that all persons necessary to reach a binding agreement be present at the mediation, including real estate agents, insurance representatives, witnesses, experts, personal representative, attorneys, etc.
3. Mediation is a non-binding process for resolving disputes in which a formally trained mediator facilitates communication between the parties, assists the parties in clarifying issues and explores settlement options. Once an agreement has been reached in mediation, the details of all agreements will be listed in a Settlement Agreement, which can become binding and enforceable in a court of law.
4. Mediation is private and confidential. California State law provides a way to limit the admissibility of evidence and disclosure, in a civil case, of anything said or revealed in mediation. California Evidence Code Section 1152.5, subdivision (a) provides:
 - a. Subject to the conditions and exceptions provided in this section, when persons agree to conduct and participate in mediation for the purpose of compromising, settling or resolving a dispute:
 1. Evidence of anything said, or of any admission made in the course of the mediation, is not admissible in evidence, and disclosure of any such evidence shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given.
 2. Unless this document otherwise provides, no document prepared for the purpose of, or in the course of, or pursuant to, the mediation, or a copy thereof, is admissible in evidence, or subject to discovery, and disclosure of any such document shall not be compelled, in any civil action in which, pursuant to law, testimony can be compelled to be given.
 3. All or part of a communication or document may be disclosed if all persons who conduct or otherwise participate in the mediation consent (in writing) to its disclosure.
 4. Disclosing privileged information to the mediator will not result in waiver of the privilege.
 5. Any mediation participant may seek an injunction to prevent disclosure of information in violation of this Agreement.
5. The **Association**’ only exceptions to the nondisclosure policy is as follows:
 - a. If all parties to the mediation, including the mediator, agree in writing to allow disclosure;
 - b. If the mediator reasonable believes that a participant will cause physical harm to another person.
 - c. Notwithstanding Section 1152.5, this Agreement and any written settlement agreement resulting from the mediation will be admissible into evidence for the limited purpose of enforcing the terms of the settlement under Section 664.6 of the California Code of Civil Procedure.
6. The mediation is subject to California Evidence Code Section 703.5, which prohibits the parties from calling either the mediator or the Association or any officer, employee volunteer, **independent contractor a agent thereof**, as a witness in any subsequent civil proceeding of any description in which they are called upon to testify as to any matter regarding the mediation proceeding. The parties will also be prohibited from requiring the production in court of any records or documents presented to or made by the mediator.

7. The mediator cannot and will not offer any legal advice to any party and the mediator's statements do not constitute legal advice. The mediator is a neutral intermediary who may not, and will not, act as an advocate for or give legal advice to any party. In this regard, if the mediator is an attorney, no attorney-client relationship is created between any party and the mediator. If the mediator is involved in the preparation of a settlement agreement, each party should have his or her attorney review the agreement before signing.
8. A trained mediator uses various techniques to assist in the resolution of the dispute. The mediator may, at times, meet privately (referred to as a caucus) with any and all parties in this dispute. The mediator will not disclose any information received in caucus without the permission of the party making the disclosure.
9. The mediator shall not reveal to third parties information provided by participants without the consent of all participants. However, without disclosing participants, names or other identifying information, the mediator may consult with colleagues about this matter, and may describe this matter in publications about mediation.
10. The parties are required to fully disclose and produce all information (witnesses, documents, exhibits) reasonable necessary for the mediator to understand the issues and to support the party's position. In the event that any of the parties are unsure about the advisability of disclosure of sensitive information, it is critical to the effectiveness of the mediation process that this be discussed with the mediator in private caucus. The mediator may request any party to supplement the information presented and may accept testimony by affidavit.
11. Prior to the mediation, each party or his or her representative must designate the person with final authority to settle the dispute on behalf of such party, and such designated person must be present at the mediation. At least seven (7) business days prior to the mediation, each party may choose to provide the mediator with a memorandum or confidential mediation brief setting forth the nature of the dispute, the party's position and claim for relief sought, the names of the party's representatives, attorney (s), witnesses, experts and/or any other persons that will appear at the mediation on that party's behalf.
12. A party may be represented at the mediation by an attorney or other person of the party's choice. Expert witnesses, such as appraisers, accountants, interpreters, etc. may appear and/or present testimony, evidence or information at the mediation in a manner mutually agreed upon by the parties and the mediator. Each party shall be responsible for the fees of any such experts appearing for, and/or presenting evidence or information on behalf of such party. Either party may also request the mediator to inspect or investigate property, documents, goods, etc. however, such party must pay for any associated costs, including any additional fee for the mediator's time.
13. Agreements reached in the mediation process concerning this dispute may differ greatly from the result that may be reached in court. A mediated agreement could be more favorable or less favorable than a decision that a judge or jury may render if this dispute were resolved in court, or by any other dispute resolution process. The parties agree to hold the mediator and the Association, any official, employee, volunteer, independent contractor or agent thereof, harmless from liability of any kind whatsoever based upon a claim that the mediation process failed to provide the same outcome, or an equally advantageous outcome, as could have been obtained in court or in another dispute resolution process.
14. Notices will be given to the parties or their representative at the respective address indicated on the **SUBMISSION TO MEDIATION, REQUEST FOR, or CONSENT TO MEDIATION**.
15. Any party may seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party pending the outcome of the mediation or to prevent the disclosure of confidential information in violation of this Agreement. Any party breaching this Agreement shall be liable for and shall indemnify the non-breaching parties and the mediator for all costs, expenses, liabilities, and fees, including attorney's fees and cost, which may be incurred as a result of such breach.
16. Mediation sessions usually take from 4 to 6 hours. Parties need to allow for the maximum time so the session need not be forced to conclude when the parties are close to settlement. For good cause in the discretion of the mediator, or pursuant to the agreement of the parties, the mediation may be postponed one time free of charge. Any further postponements will result in the imposition of an administrative charge to be borne by the party requesting the postponement or by both parties if the postponement is by mutual agreement.
17. The mediation shall be facilitated via video conferencing unless the parties and the mediator mutually agree to an in-person mediation. The default location for the in-person mediation is the Administrative office of the **NORTH SAN DIEGO COUNTY ASSOCIATION OF REALTORS®**, located at **1903 Wright Place, Suite 120, Carlsbad, CA 92008**.

- 18. This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.
- 19. This Agreement is signed before commencement of mediation by each of the parties to the mediation on the dates set forth below.
- 20. The fee will be confirmed in our conference schedule letter. The Association' base fee schedule, which is subject to the Mediation Department's review, is available online at nsdcrealtors.com on the Professionalism page.
- 21. The mediation process may be continued from time to time, in which event, the mediator's subsequent oral and/or written communications with the mediation participants in a continuing effort to resolve the dispute are subject to this Agreement. The mediation may be terminated by agreement of the parties or at the discretion of the mediator declaring that further efforts would not be worthwhile.
- 22. My signature following acknowledges that I or my designated representative have the authority to negotiate and settle this matter. I have read and fully understand the terms set forth above in this Agreement to Mediate.

Date

Print Name of Party

Authorized Signature

Date

Print Name of Party

Authorized Signature

Date

Print Name of Party

Authorized Signature

Date

Print Name of Party

Authorized Signature

Insurer: _____

Claim Number: _____

DRE#: _____

North San Diego County Association of REALTORS®
EXHIBIT "A" FEE SCHEDULE

Costs: The North San Diego County Association of REALTORS® (collectively referred to as the “Association”) charges a **non-refundable administrative fee of \$250.00** per party to be remitted upon execution of the Mediation and Confidentiality Agreement. The initial administration fee of **\$250.00** is due and payable upon the signing of this agreement. The remaining balance of the mediation fees will be due upon confirmation of the scheduled Mediation. The administrative fee covers the time spent on case administration, the initial intake call, toll calls, postage, photocopying, and file administration.

Claimant: In addition to the non-refundable administrative fee, a **\$250.00 mediation service fee** will be assessed.

All mediation service fees are due **no later than seven (7) calendar days** prior to the scheduled mediation conference.

If payment is not received, the Association will assume that the party no longer wishes to utilize the Association’s mediation services. The mediation conference will be canceled, and the case will be closed.

Respondent: As a member benefit, no additional mediation service fees will be assessed, except for the initial **non-refundable administrative fee of \$250.00**, which is due upon execution of the Mediation and Confidentiality Agreement.

All fees are due **no later than seven (7) calendar days** prior to the scheduled mediation conference.

If payment is not received, the mediation conference will proceed as scheduled. *Please note pursuant to **Article IX, Section 4 of the Bylaws**, non-payment of financial obligations to the Association may subject the member to suspension.*

Rescheduling Fees: Should any party request to have the mediation conference rescheduled, the following fees will apply:

- 1st Reschedule: No Charge
- 2nd Reschedule: \$175.00
- 3rd Reschedule: \$300.00

Cancellation Fees: If the case settles during administration or is withdrawn after the Agreement to Mediate has been signed, The Association will retain the non-refundable \$250 administrative fee.

The Association reserves the right to reject mediations depending on complexity of issues.

Agreement: My signature acknowledges that I or my designated representative has read and is in full agreement to pay any and all fees incurred by the Association for the provided mediation services.

Signature

Date

Signature

Date



NORTH SAN DIEGO COUNTY
REALTORS®

Credit Card Charge Authorization Form

Date: _____

Agent ID #: _____

Phone #: _____

Name: _____

Name on Credit Card: _____

Card #: _____ - _____ - _____ Exp: _____

Description _____ Amt to be charged: \$ _____ Initial _____

Description _____ Amt to be charged: \$ _____ Initial _____

Description _____ Amt to be charged: \$ _____ Initial _____

Description _____ Amt to be charged: \$ _____ Initial _____

Description _____ Amt to be charged: \$ _____ Initial _____

TOTAL TO BE CHARGED \$ _____

Authorized Signature: _____ NSDC Staff Initials _____

Automatic Debit Authorization

By signing here, you authorize North San Diego County REALTORS® to keep your credit card number on account for automatic debit for MLS Quarterly Billing and monthly Association/Store Service billing. Debits for MLS Fees will occur in the months of February, May, August, and November consistent with the appropriate fees established by North San Diego County REALTORS®.

To discontinue this service, please notify North San Diego County REALTORS® in writing at least 30 days in advance of any of the above stated debit months. **NOTE THAT FEES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.**

Please indicate if authorizing North San Diego County REALTORS® Store/Service Billing, MLS Quarterly Billing, and/or Sentrilock Annual Billing by checking the appropriate box. * This authorization excludes the annual REALTOR® dues.

Store/Services* MLS Quarterly Billing Sentrilock Annual Billing

Authorized Signature

Date