



You have indicated that you would like to pursue mediation through the Dispute Resolution Services (DRS) provided by the Elko County REALTORS®. Please be aware that, when filing a mediation request, the issue being decided upon is a monetary dispute. The purpose of filing a mediation request is to bring the Complainant and the Respondent to the Association of REALTORS® as opposed to litigation, which is costly. For this reason, whereas mediation is a service offered to members of the Elko County REALTORS® and/or their clients.

The following is a checklist of items that need to be included in your Request of Mediation:

1. **Request for Mediation** form detailing the amount of the claim
2. **Agreement to Mediate**, signed and dated
3. **Exhibit I** detailing the facts that give rise to the claim
4. **Mediation Officer Selection Form** completed, signed and dated
5. **Designation of Counsel** form completed, signed and dated
6. **Filing Fee** shall be \$100.00 from each of the parties and shall be non- refundable, made payable to Elko County REALTORS®

Failure to adhere to the above checklist may result in the mediation request package being returned to you. If you have any questions, please do not hesitate to contact me at 775-738-2395 or at denise@elkorealtors.com. Let me assure you that your efforts in bringing this matter to the attention of the Association are appreciated.

The information will be forwarded to the Respondent. If the Respondent agrees to the mediation, a mediation conference will be scheduled.

Sincerely,

Denise Taylor
Chief Executive Officer

Elko County REALTORS®
557 W. Silver St Suite 201A
Elko, NV 89822
Phone: 775-738-2395 Email: denise@elkorealtors.com



Request for Mediation

Date: _____ Case #: _____ (assigned by Staff)

Complainant Name(s) and relationship to the transaction:

Respondent Name(s) and relationship to the transaction:

Who is the (check one)
 Buyer Seller Owner Tenant
 Buyer Seller Owner Tenant

Who is the (check one)
 Listing Agent Selling Agent Property Mgr.
 Listing Agent Selling Agent Property Mgr.

I am requesting mediation with the above-named Respondent. There is due, unpaid, and owing to me (or I retain) from the above named person the of \$_____. My claim is predicated upon the statement attached, marked "Exhibit I" and incorporated by reference into this application.

Date: _____

COMPLAINANT(S)

(Type/Print)

(Type/Print)
Address: _____
Phone: _____

(Signature)

(Signature)
City, State, Zip: _____
Email: _____

Respondent(S) (if available)

(Type/Print)

(Type/Print)
Address: _____
Phone: _____

(Signature)

(Signature)
City, State, Zip: _____
Email: _____



Agreement to Mediate

The undersigned agree that they are involved in a contractual dispute defined by Article 17 of the Code of Ethics or in a specific on-contractual dispute as outlined in Standards of Practice 17-4.

The undersigned agree to submit this dispute to mediation in accordance with the mediation guidelines, as set forth in the Code of Ethics and Arbitration Manual of the Elko County REALTORS®.

Any agreement signed by the parties, pursuant to the mediation conference, shall be binding.

As party to the mediation process I understand and agree as follows:

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 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®. The parties acknowledge that the mediator is not providing legal representation, legal advice, or legal services, and that the parties are advised of their right to be represented by counsel at the mediation and also of their right to obtain legal advice (if counsel are not at the mediation) before signing any final settlement agreement.

Any offers of settlement that were not accepted or any suggested resolution proposed by the education Officer that was not accepted will not be introduced as evidence nor considered in any manner should the matter require arbitration by the Association’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 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 ethics, 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 any party thereto. No privilege shall be affected by disclosures made in the course of mediation. Disclosures of any records, reports, or other documents received or prepared by the Association of Mediation Officer shall not be compelled. Neither the Association nor the Mediation Officer shall be compelled to disclose or 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 Elko County REALTORS®, the Nevada State Association of REALTORS® nor the National Association of REALTORS® or any of it Member Boards shall be deemed “necessary parties” in any judicial proceedings related to mediation under this Agreement. The parties acknowledge that the mediation proceedings will not be recorded and that weapons of any type are prohibited.

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.

Date: _____

(Type/Print)

(Signature)

(Type/Print)

(Signature)

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____



Mediation Officer Selection Form

Complainant Name(s) and relationship to the transaction:

Respondent Name(s) and relationship to the transaction:

Who is the (check one)

Who is the (check one)

____ Buyer ____ Seller ____ Owner ____ Tenant
____ Listing Agent ____ Selling Agent ____ Property Mgr

____ Buyer ____ Seller ____ Owner ____ Tenant
____ Listing Agent ____ Selling Agent ____ Property Mgr

The following individuals have agreed to serve as Mediation Officers for disputes between the public, and member of the Elko County REALTORS®. As a party to this mediation, you have the right to challenge any Mediator that you believe would not be acceptable to serve as the Mediation Officer for your mediation conference.

This form must be returned to the Association office.

Sandy Wakefield: I ____ will ____ will not accept as Mediator because _____

____: I ____ will ____ will not accept as Mediator because _____

____: I ____ will ____ will not accept as Mediator because _____

Date: _____

(Type/Print)

(Signature)

(Type/Print)

(Signature)

Please return this form along with all supporting documents to:

Elko County REALTORS®
557 W Silver St Suite 201A
Elko, NV 89801
Phone: 775-738-2395 Email: denise@elkorealtors.com



DESIGNATION OF COUNSEL
Attach to Mediation Request

Date: _____

Case #: _____ (assigned by Staff)

Complainant Name(s) and relationship to the transaction:

Respondent Name(s) and relationship to the transaction:

Who is the (check one)

Who is the (check one)

Buyer Seller Owner Tenant
 Listing Agent Selling Agent Property Mgr

Buyer Seller Owner Tenant
 Listing Agent Selling Agent Property Mgr

I (We), _____, the above-referenced _____ Complainant(s) _____ Respondent(s) do hereby designate the following legal counsel or REALTOR® counsel* for representation in all aspects of these proceedings:

Counsel Name: _____, who is _____ an attorney or _____ fellow REALTOR®.
Does the above named representative have authority to enter and sign a binding agreement to settle on your behalf?
 Yes No

Firm/Company Name: _____ Phone: _____

Address: _____

The Elko County REALTORS® is requested to send copies of any and all future notices and other documents pertaining to this case to the above and the undersigned does hereby designate said counsel as his/her agent and spokesman in these proceedings.

Date: _____

(Type/Print)

(Signature)

(Type/Print)

(Signature)

***REALTOR® counsel (a fellow REALTOR® who may offer guidance or advice) may be used in Mediation hearings & Ethics hearings only, not in arbitration hearings.**