

# **Maine Residential Real Estate Mediation Program**

P.O. Box 2421, South Portland, ME 04116, [mrremp@mainemediators.org](mailto:mrremp@mainemediators.org)

## **MAINE RESIDENTIAL REAL ESTATE MEDIATION PROGRAM RULES**

### **1. Introduction**

When there is a dispute among the persons who are parties to a Maine Association of REALTORS PURCHASE AND SALE AGREEMENT, the parties are required by Section 17 of that Agreement to attempt to resolve the dispute through mediation.

Mediation is a process in which the parties with the help of a mediator attempt to resolve the dispute. The mediator is a neutral person hired by the parties under these Rules. The mediator does not impose a resolution on the parties. The parties decide whether and how the dispute is to be settled. If the parties are able to settle the dispute by mediation, they will enter into a Settlement Agreement that is a legally binding agreement. Often it is possible to resolve the dispute by mediation without litigation thus saving the parties time and money.

If the dispute is not resolved by mediation, the parties may proceed to other resolution processes including litigation.

### **2. Program Provider**

The Maine Residential Real Estate Mediation Program (MRREMP) is administered by the Maine Association of Mediators (MAM) by agreement with the Maine Association of REALTORS.

### **3. Rules**

These MRREMP Rules shall control mediation undertaken in accordance with Section 17 of the Maine Association of Realtors PURCHASE AND SALE AGREEMENT. MAM will interpret these Rules as they apply to the MRREMP Program.

Whenever parties have agreed to mediate a dispute under the auspices of MRREMP, they shall be deemed to have agreed to abide by the version of these Rules in effect on the date of the submission of their dispute to this Program.

#### **4. Initiating Mediation**

Mediation is initiated by one or more of the parties to the dispute contacting the MRREMP Program Administrator at 1-877-242-3566, or by email to [mrremp@mainemediators.org](mailto:mrremp@mainemediators.org) or by mail to: MRREMP, c/o Eliza Nichols, P.O. Box 2421, South Portland, ME 04116. The party or parties initiating mediation shall provide the Program Administrator with:

- a. The name, address, telephone number and email address of each party to the dispute.
- b. The name of the town in which the property that is the subject of the dispute is located.

#### **5. Setting up Mediation.**

The Program Administrator will send to each party an Information Packet containing the following:

- a. The MRREMP Rules
- b. A Mediation Information Form and Agreement.
- c. The name and biographical information of three (3) mediators.

#### **6. Responsibility of Each Party.**

Each party must review the MRREMP Rules, complete and sign the Mediation Information Form and Agreement and return them to the Program Administrator within 5 business days. Each party must send its equal share of the \$ 800 Mediation Fee to the Program Administrator with the completed and signed Mediation Information Form and Agreement.

#### **7. Appointment of Mediator.**

The Program Administrator will designate a mediator from the information provided by the parties on the Mediation Information Form and Agreement. The designated mediator will mediate the dispute unless one or more of the parties can demonstrate a conflict of interest on the part of that mediator. If the mediator has a conflict of interest or is unwilling or unable to serve, the Program Administrator shall designate another mediator.

#### **8. Qualification of Mediator**

No mediator may serve if the mediator has any financial or personal interest in the outcome of the mediation or has any bias or prejudice toward any party. The mediator shall notify the parties and the Program Administrator upon becoming aware of any such disqualification and shall withdraw from matter. The Program Administrator in accordance with Rule 7 will designate a new mediator.

#### **9. Pre-Mediation Procedure**

The mediator will contact the parties to arrange for the mediation. Prior to commencement of mediation each party must send to the mediator and each other party any additional information requested by the mediator and the name and identity of each person who will attend the mediation.

#### **10. Location of Mediation**

Mediation will occur at a place selected by the mediator unless the parties and mediator agree to another location.

#### **11. Time of Mediation**

Mediation will commence as soon as possible after the parties have provided the information required by Rule 9.

#### **12. Duties of Mediator**

The mediator will assist the parties to reach a satisfactory resolution of their dispute but has no authority to impose a settlement on the parties. If the parties settle their dispute, the mediator will prepare for the parties' signatures a Settlement Agreement. The mediator shall interpret these Rules as they relate to the mediation of the dispute.

#### **13. Representation**

Any party may be represented by an attorney or assisted by another person at the mediation, provided the name and address of such a representative is communicated in writing to the mediator and to all other parties in accordance with Rule 9.

#### **14. Persons Attending Mediation**

Only the persons identified in accordance with Rule 9 may attend the mediation unless all of the parties and the mediator consent otherwise.

#### **15. Confidentiality**

The mediator shall keep confidential any information obtained during the course of the mediation. The Mediator will submit a copy of any executed settlement agreement to the MRREMP Administrator at the close of the mediation to be maintained as part of the confidential record. The parties agree that mediation sessions are settlement negotiations and statements made there are inadmissible in any subsequent litigation or arbitration to the extent provided by law. The parties agree that they shall not rely on or introduce as evidence in subsequent proceedings any views, admissions or suggestions made by any other party with respect to the possible settlement of the dispute. The parties shall not subpoena or otherwise require the mediator, MAM, the Association, or the MRREMP Administrator to testify or produce records or notes in any future proceedings.

**16. Enforceability**

Any Settlement Agreement signed by all parties is binding on all parties and may be enforced in any court of competent jurisdiction.

**17. Termination**

The mediation shall be terminated:

- a. By the execution of a Settlement Agreement by the parties;
- b. By the mediator if it appears to the mediator that further mediation will not likely result in a settlement;
- c. By any party; or
- d. At the end of three (3) hours unless the parties and mediator agree to extend mediation as provided in Rule 19.

**18. Mediation Session**

The mediation session shall be for a maximum of three (3) hours unless otherwise agreed as provided in Rule 19.

**19. Mediation Fee**

The Mediation Fee shall be \$800. The Mediation Fee shall be borne equally by the parties unless agreed otherwise. If the parties and mediator agree to extend the mediation session beyond three (3) hours, the parties agree to pay the mediator for such extended time at the rate of \$150 per hour measured in quarter hour segments. Any additional fees are due and payable at the time of the mediation, unless otherwise agreed by the Parties and the mediator.

**20. Exclusion of liability**

The Maine Association of Mediators, the Maine Association of REALTORS, and the mediator shall not be liable to any party for any act or omission in connection with a mediation conducted under these Rules.

**21. Inquiries**

Any questions should be directed to the MRREMP Administrator, Eliza Nichols, at 1-877-242-3566, or by email to [mrremp@mainemediators.org](mailto:mrremp@mainemediators.org) or by mail to: MRREMP, c/o Eliza Nichols, P.O. Box 2421, South Portland, ME 04116.

**22. Effective Date**

The effective date of these MRREMP Rules is January 1, 2006. Revised August 2, 2010.