

# Oregon REALTORS®

## Professional Standards Administration Enforcement Agreement

### Section 1 – Parties

The following is an agreement (“the Agreement”) between the Oregon REALTORS® and the \_\_\_\_\_ of REALTORS® (“the Board”).

### Section 2 – Terms of Service

Oregon REALTORS® shall provide the Board with Professional Standards Administration services beginning \_\_\_\_\_. These services shall continue until cancelled by either party pursuant to Section 6 hereof.

### Section 3 – Fees

For services provided, Oregon REALTORS® shall charge the Board a fee equal to \$.40 per member, per month beginning \_\_\_\_\_. This fee shall be billed monthly and due immediately upon receipt. The membership number used to calculate this fee shall be the membership number given from the Oregon REALTORS® Membership Department on March 1<sup>st</sup> of each year.

Any fees not paid by the 15<sup>th</sup> of each month shall result in default of this agreement and suspension of services provided by Oregon REALTORS®.

A one-time fee of \$500.00 will be charged to the Board for each case forwarded from the Grievance Committee through to a hearing. This charge shall include any travel expenses incurred by the Administrator, a Professional Standards file review by legal counsel, and services required through an appeal process.

### Section 4 – Services Provided

Oregon REALTORS® shall provide the following Professional Standards services:

- (a) Work with the Board to create and maintain appropriate Grievance and Professional Standards Committees.
- (b) Provide annual statewide opportunities to train members serving on the Grievance and Professional Standards Committees.
- (c) Administer all Professional Standards inquiries and requests.
- (d) Coordinate and schedule all meetings, conference calls, and hearings.
- (e) Provide administrative support at each hearing or meeting.
- (f) Maintain all professional standards records.

### Section 5 – Conditions of Services

Oregon REALTORS® and the Board agree to the following conditions of services:

- (a) Contact for Professional Standards Administration shall be limited to the Executive Officer, President, Grievance Committee chairman, or the Professional Standards Committee chairmen of the Board.
- (b) Professional Standards Administration shall be provided at the Oregon REALTORS® office.
- (c) Location for hearings shall be determined by the Professional Standards Administrator after consultation with the Professional Standards Committee chair.

- (d) Professional Standards Administration where a multi-board (or regional) enforcement agreement exists shall require each signatory board to enter this Agreement.
- (e) The Board is responsible for providing to Oregon REALTORS® a list of committee members serving on The Board's Grievance and Professional Standards Committees.
- (f) The Board must establish a minimum of at least six (6) members to serve on each of these committees.
- (g) The Board agrees to adopt Oregon REALTORS® Citation Policy and Schedule of Fines if, and when, these are implemented; Oregon REALTORS® policies will supersede The Board's Citation Policy and Schedule of Fines previously used by The Board.

**Section 6 – Cancellation & Renewal**

This agreement shall automatically renew each month. Each party shall have the right to terminate this agreement upon written notice to the other party at least thirty (30) days prior to termination.

**Section 7 – Notices**

Any modifications, amendments, or changes to the Agreement shall require appropriate notice to all parties. Notices shall be delivered to the following:

If to Oregon REALTORS®:

Oregon REALTORS®  
 ATTN: PROFESSIONAL STANDARDS ADMINISTRATOR  
 2110 MISSION ST SE, SUITE #230  
 SALEM, OR 97302

If to the Board:

\_\_\_\_\_ (Name of Board)

Attn: \_\_\_\_\_

\_\_\_\_\_ (Address)

**Section 8 – Execution**

This Agreement shall be considered READ, UNDERSTOOD, and AGREED to by the parties.

\_\_\_\_\_  
**Jenny Pakula, CEO**  
 Oregon REALTORS®

\_\_\_\_\_  
**Association Executive's Signature**

\_\_\_\_\_  
**President's Signature**