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Disputes

email peterl@swanbergrealty.com or call 206-362-1773 during normal business hours (PDT). If you have any questions or concerns regarding how Swanberg Realty LLC manages, accesses or uses your personal information, please write us at 13751 Lake City Way NE, Ste 222, Seattle, WA 98125, or email us at peterl@swanbergrealty.com or call 206-362-1773.

In the event that Swanberg Realty LLC is not able to resolve your concern, by using this Site you unconditionally agree that all claims relating to your access or use of our Site, including all disputes arising out of, or related to, any products or services purchased from Swanberg Realty LLC through our Site, will be resolved entirely through binding individual arbitration, rather than in court. You may also assert individual claims in small claims court if your claims otherwise qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

Note: There is no judge or jury in arbitration, no class actions, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court, including injunctive and declaratory relief or statutory damages, and must follow these Terms of Use as a court would.

To begin an arbitration proceeding, you may send a letter requesting arbitration and describing your claim to our registered agent: Swanberg Realty LLC, Inc., Attn: Peter Lukevich, 13751 Lake City Way NE, Ste 222, Seattle, WA 98125. You agree that the arbitration will be conducted by either the American Arbitration Association ("AAA"), adr.org, 1.800.778.7879, or the Judicial Arbitration and Mediation Services ("JAMS"), jamsadr.com, 1.800.352.5267. You can contact AAA or JAMS to find out more information on how to commence an arbitration proceeding. Payment of all filing, administration and arbitrator fees will be governed by the AAA's or JAMS' applicable rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree to bring any dispute in arbitration on an individual basis only, and not on a class, consolidated, representative or collective action basis. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial or to participate in a class action against the other. In addition, we both agree that we each may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA OR JAMS RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR SWANBERG REALTY LLC WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

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Effective Date 01/31/2020