

CONFIDENTIALITY AGREEMENT

(This document is signed at the time of mediation)

In order to promote communication among the mediation participants, and the mediator, and to facilitate settlement of the dispute, the mediation participants agree as follows:

1. This mediation is subject to sections 703.5 (the mediator cannot testify about this mediation in a subsequent legal proceeding), 1115-1128, 1152, 1154 and 1155 (provisions dealing with the confidentiality of mediations and the inadmissibility of settlement discussions and offers) of the California Evidence Code.
2. Notwithstanding Sections 1119 and 1123 (providing that what occurs in a mediation, including the fact that a settlement agreement was reached at the end of the mediation, is inadmissible in a subsequent legal proceeding unless certain criteria are met), this Mediation Agreement and any written settlement agreement arising out of or otherwise 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 (a section that authorizes a party in a lawsuit to request the Court to enforce a settlement agreement if the settlement was reduced to writing and signed by the parties) or otherwise.
3. The mediator is a neutral intermediary and settlement facilitator, and may not act as an advocate for any party. Most of the members of the San Diego Association of REALTORS® Mediation Committee are not attorneys. Whether they are or are not attorneys, their statements do not constitute legal advice to any party. Accordingly, the parties are strongly encouraged to seek legal advice from their own counsel. If the mediator assists in preparing a written settlement agreement, the parties understand the mediator is not acting on behalf of any party.

Executed on _____, at _____.

Mediator

