

MEDIATION CONFIDENTIALITY AGREEMENT

I. Subject to, and in keeping with, the provisions contained in sections 703.5, and 1115 through 1128 of the California Evidence Code, the participants to the mediation of this dispute agree and acknowledge the following:

1. No statements made by any participant to this mediation, whether oral or in writing, may be used by or against any other party hereto in any other proceeding whatsoever, without the express written consent of all participants, including the mediator.

2. The disclosure of privileged information during the course of this mediation shall not alter or revoke the privileged nature of such information.

3. The Mediator shall not be called upon to testify on behalf of any participant or solicited to advocate on behalf of any participant. Further, no participant shall subpoena the Mediator or the production of any documents submitted to or prepared by the Mediator during the course of the mediation.

4. Any written agreement arising out of this mediation shall be admissible as evidence, and otherwise discoverable by the parties, for the sole and limited purpose of enforcing the terms of the written agreement pursuant to section 664.6 of the California Code of Civil Procedure.

5. This Mediation Confidentiality Agreement does not prohibit the reporting of general statistical and administrative information to the C.A.R. Dispute Resolution Center for Real Estate.

Dated

Mediator

(Signature)

(Signature)

(Print Name)

(Print Name)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Signature)

(Signature)

(Print Name)

(Print Name)