MEDIATION CONFIDENTIALITY AGREEMENT

_____ ASSOCIATION OF REALTORS®

In order to preserve the confidentiality of this mediation, the parties agree that the provisions of the California Evidence Code sections 1119 and 1121 apply to this mediation. The text of these sections is reprinted as follows:

"Evidence Code Section 1119. Written or oral communications during mediation process; admissibility.
Except as otherwise provided in this chapter:

(a) No evidence of anything said or of any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to a mediation or mediation consultation, is admissible in evidence or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or mediation consultation shall remain confidential."

"Evidence Code Section 1121. Mediator's reports and findings.
Neither a mediator nor anyone else may submit to a court or other adjudicative body, and a court or other adjudicative body may not consider, any report, assessment, evaluation, recommendation, or finding of any kind by the mediator concerning a mediation conducted by the mediator, other than a report that is mandated by court rule or other law and that states only whether an agreement was reached, unless all parties to the mediation expressly agree otherwise in writing, or orally in accordance with Section 1118."

The parties also agree that the above provisions apply to any arbitration or ethics hearing before any association of REALTORS® or the California Association of REALTORS®.

Agreed to this _____ day of _____, 20 ____

_____	_____
Complainant – Print or Type Name	Respondent – Print or Type Name
_____	_____
Signature	Signature
_____	_____
Complainant – Print or Type Name	Respondent – Print or Type Name
_____	_____
Signature	Signature

Copyright© 2016 CALIFORNIA ASSOCIATION OF REALTORS®