MEDIATION AGREEMENT AND STIPULATED ARBITRATION AWARD
_____ Association of REALTORS®

This Agreement is entered into by and between the parties listed below with reference to the following facts:

A. The names and addresses of the parties to this Agreement are as follows (attach separate pages if necessary):

_____ Name (Type or Print)	_____ Name (Type or Print)
_____ Street Address	_____ Street Address
_____ City, State, Zip	_____ City, State, Zip
_____ Name (Type or Print)	_____ Name (Type or Print)
_____ Street Address	_____ Street Address
_____ City, State, Zip	_____ City, State, Zip

B. A dispute arose out of the real estate business between the above named parties.

C. On _____, 20____, the parties attended a mediation conference for the purpose of settling any and all claims regarding said dispute.

Now, therefore, in consideration of the mutual promises and conditions set forth herein and intending to be bound thereby, the parties agree as follows:

1. _____ agrees to pay _____ the total sum of _____ dollars ($_____) as full and final settlement of their dispute. Payment will be made according to the following schedule:_____ _____.

2. _____ agrees to accept the total sum indicated in paragraph 1 as the full and final settlement of any and all claims against _____. Upon receipt of full payment of this sum, _____agrees to withdraw and dismiss the Association arbitration case # _____ filed against _____ at the _____ Association of REALTORS®.

3. Other_____

_____

4. The parties agree that this Agreement is admissible and subject to disclosure in any court proceeding to enforce the full performance of this agreement. The parties also hereby stipulate that this Agreement is a binding agreement and is a stipulated arbitration award and shall be construed as a binding arbitration award under Part 3, Title 9 of the California Code of Civil Procedure.

5. In the event it is necessary for any party to obtain judicial confirmation and enforcement of the Agreement and award, the party obtaining such confirmation shall be entitled to recover costs and reasonable attorneys' fees incurred from any party not complying with this Agreement and award.

6. The parties acknowledge that this Agreement is intended to be a full and final settlement of a disputed claim, and is not an admission of liability.

Executed this _____ day of _____, 20 ____ at _____, California.

_____ _____
Complainant - Signature Respondent – Signature

_____ _____
Complainant - Signature Respondent – Signature

The undersigned, as Mediator of the _____ Association of REALTORS®, do attest that I was present during the mediation process and that the above resolution agreement was voluntarily entered into by the parties to the dispute.

Dated: _____

By: _____, MEDIATOR
Signature

_____
Type or Print Name

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