

MEDIATION CONFIDENTIALITY AGREEMENT

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 to and acknowledge the following:

1. The Mediator will act as a neutral third party. The Mediator will not act as an attorney or advocate for any Participant. The Participants understand that the Mediator, even if a licensed attorney, cannot and will not render legal advice to any Participant. The Mediator will have no liability for any act or omission in connection with or arising out of this mediation. In the event that the Mediator assists in any manner in the preparation of a written settlement agreement, the Participants hereby acknowledge that they have been advised to have such an agreement independently reviewed by legal counsel before signing it. 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.
2. No statements made by any Participant to this mediation, whether oral or in writing, may be used by or against any other Participant hereto in any other proceeding whatsoever, without the express written consent of all the Participants, including the Mediator. The disclosure of privileged information during the course of this mediation shall not alter or revoke the privileged nature of such information.
3. Recording meetings and other conversations related to this agreement, whether taking place in person, or by telephone, video conference, or through any online technology (together referred to as "online meetings") is strictly prohibited. Participants pledge that no unidentified or unauthorized parties are present during online meetings.
4. The following mediation and other communications are not privileged and may be disclosed by the Mediator or Participants: (a) a threat or statement of a plan to inflict bodily injury or commit a crime of violence; (b) a plan or attempt to commit a crime, or to conceal an ongoing crime or ongoing criminal activity; (c) a statement related to the abuse, neglect, abandonment, or exploitation of a child or vulnerable adult; or (d) where the Mediator, Participants, and individual making the communication have agreed in writing that the otherwise privileged communication or document may be disclosed.
5. Any written agreement arising out of this mediation shall be admissible as evidence, and otherwise discoverable by the Participants in any action and does not constitute an election of remedies in the event a Participant defaults under the terms of the written agreement.
6. This agreement does not prohibit the reporting of general statistical and administrative information to The Bar Association of San Francisco, or to the Mayor's Office of Housing and Community Development.
7. This agreement may be signed in counterparts, and a signed copy is as binding as an original.

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