

MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT is made in connection with the mediated dispute between the undersigned parties pursuant to the applicable agreement, dated _____, (“Agreement”) for the Subject Property: _____

Buyer/Tenant/Other: _____

Seller/Landlord/Other: _____

Other: _____

1. **TERMS AND CONDITIONS.** Following a voluntary mediation of a disputed matter, the undersigned parties agree that the dispute is deemed settled and to be bound to the following terms and conditions:

A. The parties agree that: _____ (“Payor”) will pay to _____ (“Payee”) the sum of \$ _____ on or before _____ (date) or as provided in Section 1B.

B. Other specific terms and conditions are as follows (*Terms of payment, performance of further acts, extensions of time to perform, etc.*):

- i. _____
- ii. _____
- iii. _____
- iv. _____
- v. _____
- vi. _____
- vii. _____
- viii. _____

C. Completion of the terms and conditions specified above shall prevent Payee from pursuing any future legal action (in any forum, including but not limited to any civil action or arbitration). This Mediated Settlement Agreement may be enforced by, and have judgment entered upon it in, a court of law.

2. **RELEASE.** The undersigned parties, for themselves and their agents, brokers, representatives, trustees, employees, attorneys, independent contractors, officers, directors, shareholders, partners and their respective heirs, personal representatives, successors and assigns, and each of them (collectively, the “Releasers”), hereby fully and forever release and discharge each other and their respective agents, brokers, representatives, trustees, employees, attorneys, independent contractors, officers, directors, shareholders, partners and their respective heirs, personal representatives, successors and assigns, and each of the (collectively, the “Releasees”), from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, fees, costs, expenses, damages, losses, taxes, fines, injuries, judgments, orders and liabilities, including without limitation, any claims for attorneys’ fees and costs, and court fees and costs; of whatsoever character, whether known or unknown, suspected or unsuspected (collectively, the “Claims”), with respect to or arising out of or in connection with, as applicable, the released agreement or any item or obligation released, as specified herein.

A. **WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542:** WITH RESPECT TO THE MATTERS RELEASED HEREIN, THE PARTIES (EACH HAVING BEEN ADVISED TO OBTAIN COUNSEL AND EACH EITHER HAVING OBTAINED THE ADVICE OF COUNSEL OR CHOSEN NOT TO OBTAIN THE ADVICE OF COUNSEL) HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS AS FOLLOWS:

- i. UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”
- ii. OR UNDER ANY SIMILAR STATUES IN ANY OTHER JURISDICTION WHICH MAY APPLY TO THIS RELEASE AGREEMENT.

Each party hereby acknowledges that it is aware that it, or its attorneys, may hereafter discover or could possibly have discovered facts different from, or in addition to those which the parties or their respective attorneys, if any, now know of or believe to be true with respect to the claims released hereunder, and the parties each agree that the releases given herein shall be and remain in effect as the full and complete release of such claims, subject only to any limitations expressly set forth herein. **EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT MEDIATORS ARE NOT ATTORNEYS FOR THE PARTIES AND DO NOT PROVIDE LEGAL ADVICE.**

B. **GENERAL OR SPECIFIC RELEASE.**

i. **GENERAL RELEASE.** The undersigned parties mutually release each other regarding all rights, duties and obligations arising out of the Agreement for the Subject Property.

OR ii. **SPECIFIC RELEASES.** The undersigned parties mutually release each other with regards to **ONLY** the following items:

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____
- (6) _____
- (7) _____
- (8) _____
- (9) _____

- 3. This Mediated Settlement Agreement i) shall be binding and enforceable as of the date signed hereunder; ii) reflects the final agreement of the parties and contains all of the material terms between the parties; and iii) pursuant to California Evidence Code section 1123, is admissible to enforce the terms herein.
- 4. Each party shall bear its own legal costs and attorneys' fees, if any.
- 5. If the disputed matter is the subject of lawsuit which is currently on file in any court of law the parties agree that: i) the court shall retain jurisdiction under California Code of Civil Procedure section 664.6 for the sole and limited purpose of enforcing the terms of this agreement and ii) upon the full execution of this Mediated Settlement Agreement and completion of the terms and conditions herein the party filing the lawsuit shall execute and file a Request for Dismissal with Prejudice. If the disputed matter is not the subject of any pending lawsuit or arbitration, the parties agree not to sue each other, or to bring any future legal action in any forum concerning any released matter under this Mediated Settlement Agreement.

This Mediated Settlement Agreement has significant legal consequences. Prior to signing below, each party should seek the advice of its own legal counsel as to the consequences of this Mediated Settlement Agreement and, has either done so or has decided not to do so. MEDIATORS ARE NOT ATTORNEYS FOR THE PARTIES AND DO NOT PROVIDE LEGAL ADVICE

Dated

Buyer/Tenant/Other

Seller/Landlord/Other

Buyer/Tenant/Other

Seller/Landlord/Other

Buyer/Tenant/Other

Seller/Landlord/Other

Buyer/Tenant/Other

Seller/Landlord/Other

Buyer/Tenant/Other

Seller/Landlord/Other

Buyer/Tenant/Other

Seller/Landlord/Other

Mediator acknowledges that the parties have each received a copy of this Mediated Settlement Agreement.

Dated

Mediator Name

Mediator Signature