



The participants and the mediator understand and agree as follows:

1. Mediation described. A mediator is a neutral third party whose job is help the parties discuss their disputes and try to reach an agreement. It is a non-adversarial process, and the mediator does not represent either side. The mediator cannot give legal or financial advice, and is not a judge, so cannot decide the issues. Rather, the mediator is there to help the parties discuss their dispute, brainstorm solutions, and then draft/revise an Agreement. The participants understand that mediation is not a substitute for independent legal advice, and either participant may engage an attorney.

Mediations will be held virtually via Zoom teleconferencing. Participants agree to have a smartphone, laptop or computer available\* for the virtual mediation and to be ready to mediate on the scheduled date and time. If either participant requests accommodations, please notify Pinellas Eviction Diversion Staff. Participants further agree to remain engaged in the mediation until the mediation is terminated. If an agreement is reached (in whole or in part), the participants agree to electronically sign the Mediation Agreement at the end of the mediation.

\*If either participant requests accommodations, please notify the Pinellas Eviction Diversion Program staff.

2. Voluntary nature of mediation. The participants agree to mediate in good faith towards working towards an agreement. However, mediation is voluntary and neither party can be compelled to sign an agreement.
3. Scope of Mediation. The participants understand they will assist the mediator in determining the scope of mediation. The participants also understand that the mediator may suspend or terminate the mediation if s/he feels that the mediation will lead to an unjust or unreasonable result, if the mediator feels that an impasse has been reached, or if the mediator determines that s/he can no longer effectively perform his/her facilitative role.
4. Confidentiality. It is understood between the participants and the mediator that the mediation will be strictly confidential. As such, all mediation discussions, including all written, oral and digital communications with both participants and their advisors/attorneys, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceeding.

Participants may be in the same Zoom “virtual room” or may be in separate virtual rooms depending on the requests of the parties and the direction of the mediator. If mediation occurs in separate rooms, the communications in these separate rooms are also confidential between the mediator and the parties in the virtual room and will not be disclosed to the other side without express consent.

Only a mediated agreement, signed by the participants, may be admissible in Court. The participants further agree not to call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the participants. The mediation is considered by the participants and the mediator as settlement negotiations. The participants understand the mediator has an ethical responsibility to break confidentiality if s/he suspects that a party, minor child, or vulnerable adult may be in danger of physical harm (and certain other criteria as determined by statute).

5. Full Disclosure. Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by any other party of the mediation if the mediator determines that the disclosure is relevant to the mediation discussions.
6. Mediator Impartiality. The participants understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any party over another in the mediation.
7. Confidentiality remains after mediation. Discussions, correspondence and other communications made during mediation remain confidential after the mediation, and the participants agree not to share any information about the mediation with any third party who was not actually involved in the mediation.

We acknowledge our understanding and agreement to the conditions stated above:

Tenant Signature(s):

Landlord/Management Co/authorized representative(s)

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Mediator:

\_\_\_\_\_

Dated: \_\_\_\_\_