



The Parties and the mediator understand and agree as follows:

1. Mediation described. A mediator is a neutral individual whose job is to help the Parties discuss their disputes and try to reach an agreement. Mediation 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 draft/revise an Agreement, if the Parties reach one. The Parties understand that mediation is not a substitute for independent legal advice, and either Party may engage an attorney.

Mediations will be held virtually via Zoom teleconferencing. The Parties 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 Party does not currently have a suitable electronic device available, that Party should notify Pinellas Eviction Diversion Program Staff, as the Program may be able to assist. Also, should any Party require reasonable accommodation of a disability to participate, please promptly advise Program Staff, so those needs may be addressed. The Parties further agree to remain engaged in the mediation until the mediation is ended. If an agreement is reached (in whole or in part), the Parties agree to electronically sign the Mediation Agreement at the end of the mediation.

2. Voluntary nature of mediation. The Parties agree to mediate in good faith and to try to work towards an agreement. However, mediation is voluntary and neither Party may be compelled to sign an agreement.
3. Scope of Mediation. The Parties understand they will assist the mediator in determining the scope of mediation. The Parties also understand that the mediator may suspend or terminate the mediation if mediation ethics rules require it, and that the mediator shall end the mediation if an Agreement is reached or if the Parties have reached an impasse.
4. Confidentiality. The mediation will be conducted pursuant to the Florida Mediation Confidentiality and Privilege Act, Fla. Stat. § 44.401 – 44.406. Accordingly, other than the very few exceptions provided by that Act, all participants in the mediation (the mediator, the Parties, their attorneys, if any, and any others whom both the Parties agree may attend the mediation) are required to keep all mediation communications strictly confidential. All participants are required not to disclose such mediation communications to any person other than another mediation Party or a Party's counsel. As such, all mediation discussions (including all written, oral, digital communications, any physical

conduct intended to make an assertion), notes, draft resolutions, and any unsigned mediated agreements shall be kept confidential and shall not be admissible in any court proceeding, as provided in Fla. Stat. § 44.405.

The Parties agree to allow one or more representatives of the Program attend some or all of the mediation session(s), for the purposes of mediation quality control and training. Such Program representatives shall be required to maintain confidentiality as would any other person participating in the mediation, *provided that* the Parties agree such Program representative(s) may disclose mediation communications to other Program staff for the limited purpose of such mediation quality control and training.

Parties may be in the same Zoom “virtual room” or may be in separate virtual rooms depending on the requests of the Parties and at the discretion 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.

With few exceptions, only the final mediated settlement Agreement, signed by the Parties, may be admissible in Court. The Parties further agree not to call the mediator to testify concerning the mediation or to provide any materials from the mediation in any subsequent Court proceeding. The Parties understand that, among the few exceptions to confidentiality are the statutory obligations to report abuse, neglect, or exploitation of minors, of the elderly, or of other vulnerable adults; likewise, the mediator may report/disclose if participants commit a crime, conceal ongoing criminal activity, or threaten violence during a mediation.

5. Full Disclosure. Each Party agrees to fully and honestly disclose all information and writings that are relevant to the mediation discussions, within the context of the mediation and its confidentiality. If the mediator or the opposing Party asks a Party to disclose certain relevant information and that Party chooses not to make full and honest disclosure, this may result in termination of the mediation without agreement. Further, the Parties acknowledge that, as a condition for receipt of financial assistance as part of any mediated settlement Agreement, they shall both sign and attach to said mediated settlement Agreement the Program’s RENTAL ASSISTANCE ATTESTATION form, agreeing to incorporate the signed form into their Agreement.
6. Mediator Impartiality. The Parties 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. In this regard, “[a] mediator shall not offer a personal or professional opinion intended to coerce the parties, unduly influence the parties, decide the dispute, or direct a resolution of any issue. Consistent with standards of impartiality and preserving party self-determination however, a mediator may point out possible outcomes of the case and discuss the merits of a claim or defense. A mediator shall not offer a personal or professional opinion as to how the court in which the case has been filed will resolve the dispute.”
7. Confidentiality remains after mediation. Discussions, correspondence and other communications made during mediation remain confidential after the mediation, and the

Parties therefore understand they are not allowed to share any mediation communications with any one did not actually participate in the mediation (or such participant's counsel)

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

Tenant Signature(s):

Landlord/Management Co/authorized representative

Dated: _____

Dated: _____

Mediator:

Dated: _____