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CONFIDENTIALITY AGREEMENT

This confidentiality contract is an agreement (Agreement) to the confidentiality of the mediation process for the purpose of settling and resolving the dispute described as:

_____ The parties, their attorneys (if applicable), and any other participant or observer of the mediation process (if applicable) agree that the mediation will be governed by the following term and conditions:

I. The mediation session shall be private and all portions of it shall be kept confidential except where disclosure is required by law.

II. The mediation process constitutes a settlement negotiation and any and all state and federal rules protecting such activities shall apply. The parties agree that such laws include but are not limited to California Evidence Code §§ 664.6, 703.5, 1115 through 1128, inclusive, and Federal Rules of Evidence 408, and Nevada Revised Statutes 48.109. An offer to compromise one's position by way of negotiation "is not admissible to prove liability for or invalidity of the claim or its amount. Evidence of conduct or statements made in compromise negotiations is likewise not admissible." Nevada Revised Statutes 48.105. Federal Rule of Evidence, Rule 408 provides the same protection for matters in Federal Court. A mediator in Nevada cannot be forced by any court to disclose any matter discussed during mediation proceedings. Nevada Revised Statutes 48.109(3). Finally, in order to encourage parties to be open, honest, and to achieve a mediated resolution, the Nevada legislature has declared that "no admission, representation or statement made during the [mediation] session, not otherwise discoverable or obtainable, is admissible as evidence or subject to discovery." Nevada Revised Statute 48.109(2).

By signing this Agreement, the parties acknowledge they have been informed communications made during the course of the mediation are subject to these laws, and that they understand these laws.

II. The mediator will not be forced to share confidential information or materials or to testify about the content of the mediation in any proceeding. The mediator may disclose any binding written settlement agreement signed by the parties as required to prove the existence of, and to enforce, the agreement entered into. By signing this Agreement, the parties acknowledge they have been informed that the mediator will not compel the mediator to testify to any confidential information, except where required by law.

III. The parties will not rely on or introduce any confidential materials or statements into evidence in any proceeding, except for those otherwise admissible by law. By signing this Agreement, the parties acknowledge they have been informed of their duty to keep the mediation confidential.

IV. The confidentiality extends to joint sessions as well as private caucuses. The mediator agrees to keep any communications made by a party in a private caucus confidential, except to the extent expressly given by the party. By signing this Agreement, the parties acknowledge they have been informed of the dual layers of confidentiality of the mediation process.

V. By signing this Agreement, the parties acknowledge that breach of any portion of the Agreement would cause an irreparable injury for which monetary damages would not be sufficient or adequate and, therefore, any party to the Agreement may obtain injunctive relief to prevent disclosure of confidential information which is in violation of this Agreement.

The undersigned acknowledge that they have read and understand the meaning, ramifications, and intent of this Agreement and by voluntarily signing below agree to be bound by its terms.

Name: _____

Date

Name: _____

Date

Attorney: _____

Date

Name: _____

Date

Name: _____

Date

Attorney: _____

Date