

Appendix B. Mediation Clause, Addendum to Sales Contract

The undersigned hereby agree that any dispute or claim arising out of or relating to the attached contract dated _____, between _____ and _____, the breach of that contract or the services provided shall be submitted to mediation in accordance with the Association's Dispute Resolution System. Disputes shall include representations made by the buyer(s), seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this contract pertains, including without limitation allegations of concealment, misrepresentation, and/or negligence. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

The following matters are excluded from mediation hereunder:

- a. judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract
- b. an unlawful detainer action
- c. the filing or enforcement of a mechanic's lien
- d. any matter which is within the jurisdiction of a probate court, or
- e. violation of a state's real estate license laws.

The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

The parties hereby acknowledge that they have received, read and understand the Buyer-Seller Guide for Initiating Mediation for the association's Dispute Resolution System and agree to submit disputes as described above to mediation in accordance with the Dispute Resolution System.

Seller(s) signature / date

_____/_____
_____/_____

Buyer(s) signature / date

_____/_____
_____/_____

Listing broker signature / date

_____/_____

Selling broker signature / date

_____/_____