

## Appendix A. Mediation Clause in Sales Contract

Any dispute or claim arising out of or relating to this contract, the breach of this contract or the services provided in relation to this contract 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.

By initialing in the place below, you hereby acknowledge that you 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.

Buyer's initials / date

\_\_\_\_\_/\_\_\_\_\_

Seller's initials / date

\_\_\_\_\_/\_\_\_\_\_

Listing broker's initials / date

\_\_\_\_\_/\_\_\_\_\_

Selling broker's initials / date

\_\_\_\_\_/\_\_\_\_\_

*Note: Because of the requirements of your state law, this mediation clause may need to be revised to indicate that the contract survives past the closing of sale.*