



**BERKELEY RENT STABILIZATION BOARD
AGREEMENT TO MEDIATE**

Property Address: _____
Number, Street Unit no. Zip

I voluntarily agree to participate in mediation facilitated by the Berkeley Rent Stabilization Board to resolve a dispute concerning: _____

under the following terms and conditions:

1. I will cooperate with the mediator and act in good faith. I will treat all Rent Board staff and mediation participants with respect. I will disclose all relevant information. I may withdraw from or suspend the mediation at any time.
2. If I represent a company or organization, I am familiar with the facts related to the dispute, and either: a) am authorized to make binding agreements to settle the dispute or, b) if I am not authorized, I will, during the mediation, be able to telephone a person who is.
3. I understand that the mediator is a neutral and impartial third party who does not advocate for or represent either side; the mediator has no authority to impose a solution or to make any decisions for them; and the mediator's role is to help the parties reach an agreement acceptable to both.
4. I understand that the mediator may, in his or her judgment and to facilitate settlement, advise the parties on matters related to the Rent Ordinance, such as the unit's apparent lawful rent ceiling and the viability of a claim if pursued through the Rent Board's petition process. I understand that otherwise, the mediator's role is not to give legal advice. I understand that the mediator will not allow the parties to agree on a rent that is inconsistent with the Rent Ordinance.
5. I understand that the mediation sessions are confidential and that anything said during the mediation by any party or the mediator is inadmissible (i.e., may not legally be disclosed) in a Rent Board petition process, a civil lawsuit, or other non-criminal proceeding. I understand that written documents prepared solely for the mediation are also inadmissible, but that other documents are not inadmissible simply because they are submitted in a mediation, and that a Rent Board mediation agreement will be a public record.
6. I agree that during the mediation, the mediator may, in her/his discretion, meet privately with each party.
7. I understand that if an agreement is reached, it will be written up and signed by the parties and the mediator.

Initiating party's signature

Responding party's signature

Printed name

Printed name

Date

Date



**BERKELEY RENT STABILIZATION BOARD
MEDIATOR STATEMENT**

Property Address: _____
Number, Street Unit no. Zip

Parties: _____ and _____

Date of mediation: _____

I, the mediator of this dispute, state that:

1. If I discover that I have or had a personal relationship or other dealings with a party, I will immediately disclose it. I will state whether I believe the relationship interferes with my ability to conduct the mediation impartially and neutrally. If either: a) I believe I cannot continue as mediator, or b) I believe I can continue but the parties do not wish to proceed, the mediation will be rescheduled with another mediator.
2. I will not disclose anything said by any party during the mediation, unless the parties consent in writing. I may, however, disclose the fact that a mediation was held and whether an agreement was reached. I will not disclose anything said by a party with whom I meet privately, except with that party's oral or written consent.
3. I may suspend or terminate the mediation if I believe that an impasse has been reached or that I can no longer effectively facilitate a meaningful discussion between the parties.
4. If a Rent Board hearing examiner conducts a mediation involving an issue that is later raised in a Rent Board petition, she or he will not serve as the hearing examiner for the hearing on that petition, unless the parties consent in writing.

Mediator's signature

Printed name

Date