

**Free Eviction Mediation Project – Agreement to Mediate  
Neighborhood Dispute Settlement  
(717) 233-8255 staffnds@gmail.com**

Neighborhood Dispute Settlement (NDS) is pleased to administer a Free Eviction Mediation Project as a public service to the community. The role of NDS in the Program, however, is merely one of administering the request for mediators. The undersigned parties, by voluntarily participating in the program, accept and recognize that:

**Neither the NDS nor the mediator(s) shall have any liability, expressed, implied or otherwise, with respect to any aspect of the Program.**

Mediation is typically a settlement discussion. Negotiations are assisted by a neutral, impartial third party who promotes or facilitates an understanding among the parties of their common interests in reconciling or settling the matter.

Although the mediator may be a practicing attorney, **no attorney/client privilege attaches to the communication between the parties and the mediator. No attorney/client relationship is established.** The parties may have consulted with their personal attorney as part of the mediation process. **THE MEDIATOR WILL NOT BE SERVING AS AN ATTORNEY FOR ANY PARTY.**

Any information disclosed by any party to the mediator is confidential, unless otherwise provided by law. No privilege shall be affected by any such disclosure. The mediator shall not be an advocate for any party.

Disclosure of any records, reports or other documents received by the mediator cannot be compelled. The mediator shall not be compelled to disclose or to testify in any proceeding as to information disclosed or representations made in the course of the mediation or communicated to the mediator in confidence, unless otherwise provided by law.

The parties agree that no party to this mediation will attempt to subpoena the mediator for testimony, deposition or discovery related to any documents or discussions arising during the time of the mediation. If a party breaches this Agreement and attempts to subpoena the mediator, that party, will be liable for and shall indemnify the mediator for any costs, expenses, liabilities and/or fees, including attorneys' fees, that might be incurred by the mediator in objecting to the subpoena.

The parties agree to maintain the confidentiality of the mediation and shall not in any proceeding attempt to rely on or introduce discussions regarding settlement, admissions made by any party during the course of the mediation proceedings, or any matter relating to proposals made and/or views expressed by the mediator.

If a settlement is facilitated between the parties, the mediation shall be concluded by the execution of a Form Agreement at the conclusion of the mediation.

The undersigned parties, intending to be legally bound, do hereby execute this document in acknowledgment and agreement with the terms and scope of the Mediation set forth above.

Date: \_\_\_\_\_ Landlord: \_\_\_\_\_

Date: \_\_\_\_\_ Tenant: \_\_\_\_\_