

CONTRACT TERMINATION AGREEMENT

Location: _____ Effective Date: _____

Parties:

Terminating Party Name: _____

Address: _____

Phone/Email: _____

Receiving Party Name: _____

Address: _____

Phone/Email: _____

Recitals:

WHEREAS, the Parties entered into a contractual agreement (the "Original Agreement") and now mutually desire to terminate said agreement under the terms set forth herein;

Agreement:

1. Termination of Original Agreement

The Parties hereby agree that the Original Agreement is terminated in its entirety as of the Effective Date of this Contract Termination Agreement (the "Termination Date"). From and after the Termination Date, neither Party shall have any further obligations or liabilities under the Original Agreement, except as otherwise expressly provided herein.

2. Mutual Release

Each Party, on behalf of itself and its affiliates, successors, and assigns, hereby releases, waives, and discharges the other Party and its affiliates, successors, and assigns from any and all claims, demands, causes of action, liabilities, damages, costs, and expenses of any kind whatsoever, whether known or unknown, arising out of or related to the Original Agreement or its termination.

3. No Admission of Liability

The Parties acknowledge and agree that this Agreement is entered into for the purpose of terminating the Original Agreement and settling any disputes or claims related thereto, and that this Agreement does not constitute an admission of liability or wrongdoing by either Party.

4. Consideration

In consideration for the mutual releases and promises contained herein, the Parties agree to the terms set forth in this Agreement, which shall constitute full and complete satisfaction of any and all obligations arising out of the Original Agreement.

5. Confidentiality

The Parties agree that the terms and existence of this Agreement shall be held confidential and shall not be disclosed to any third party except as required by law or as necessary to enforce the terms herein, or with prior written consent of the other Party.

6. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law provisions. The Parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____ for any disputes arising out of or relating to this Agreement.

7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the termination of the Original Agreement and supersedes all prior and contemporaneous understandings and agreements, oral or written, regarding such subject matter.

8. Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

9. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

10. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

11. Representations and Warranties

Each Party represents and warrants that it has full authority to enter into this Agreement, that this Agreement has been duly authorized, executed, and delivered by such Party, and constitutes a legal, valid, and binding obligation enforceable against such Party in accordance with its terms.

12. No Waiver

Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

13. Further Assurances

The Parties agree to execute and deliver such further documents and take such further actions as may be reasonably necessary to effectuate the purposes of this Agreement.

14. Release of Claims

All claims, whether known or unknown, suspected or unsuspected, arising out of or related to the Original Agreement are hereby released by the Parties to the fullest extent permitted by law.

15. Effective Date

This Agreement shall become effective on the date last signed by the Parties below.

16. No Third-Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties and their respective successors and assigns and does not confer any rights or remedies upon any other person.

17. Headings

The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

18. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and

permitted assigns.

19. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail (return receipt requested), or by electronic means with confirmation of receipt, to the addresses set forth above or such other addresses as the Parties may designate in writing.

20. No Conflicts

The Parties represent that entering into this Agreement does not violate any other agreement or obligation to which they are bound.

TERMINATING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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