

MEDIATION SETTLEMENT AGREEMENT

Parties: _____

Mediator Information:

Name: _____

Address: _____

Phone/Email: _____

Party A Information:

Full Name: _____

Address: _____

Phone/Email: _____

Party B Information:

Full Name: _____

Address: _____

Phone/Email: _____

Recitals

WHEREAS, disputes have arisen between Party A and Party B concerning certain matters; WHEREAS, the Parties desire to amicably resolve all disputes through mediation and to memorialize their agreement herein; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows.

1. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth herein: "Agreement" means this Mediation Settlement Agreement; "Parties" means Party A and Party B collectively.

2. Settlement of Disputes

The Parties mutually agree to fully and finally settle any and all claims, disputes, demands, or causes of action, whether known or unknown, arising out of or related to the matters identified in the mediation.

3. Payment Terms

Party A agrees to pay Party B the sum of _____ USD, and/or Party B agrees to pay Party A the sum of _____ USD, as applicable, in full and final settlement of all claims. Payment shall be made by wire transfer, cashier's check, or other mutually agreed method.

4. Release of Claims

Upon full execution of this Agreement, each Party releases and discharges the other Party, including their agents, employees, successors, and assigns, from any and all claims, liabilities, causes of action, or demands arising out of the disputes that are the subject of this Agreement.

5. Confidentiality

The terms and conditions of this Agreement, as well as any communications, documents, or materials related to the mediation, shall remain confidential and shall not be disclosed to any third party except as required by law or as agreed in writing by the Parties.

6. No Admission of Liability

This Agreement is entered into solely for the purpose of compromising disputed claims and shall not be construed as an admission of liability or wrongdoing by any Party.

7. Enforcement

This Agreement is intended to be enforceable under the laws of the United States and the applicable state law, and may be filed with any court of competent jurisdiction to enforce its terms.

8. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements, whether oral or written.

10. Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by all Parties.

11. Severability

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

12. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted by electronic means shall be deemed to have the same legal effect as original signatures.

13. Representations and Warranties

Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

14. No Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

15. Taxes and Costs

Each Party shall be responsible for its own attorneys' fees, costs, and taxes arising from or related to this Agreement and the mediation.

16. Independent Counsel

The Parties acknowledge that they have had the opportunity to consult with independent legal counsel regarding this Agreement.

17. Cooperation

The Parties agree to cooperate fully and execute any documents necessary to effectuate the terms of this Agreement.

18. Effective Date

This Agreement shall become effective upon the date of the last signature affixed hereto.

19. No Injunctive Relief

Except as expressly provided herein, no Party shall seek injunctive or equitable relief in connection with the subject matter of this Agreement.

20. Binding Effect

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

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Date: _____

Date: _____

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