

OUT OF COURT SETTLEMENT AGREEMENT

Parties Involved:

Claimant:

Full Name: _____

Address: _____

Phone/Email: _____

Respondent:

Full Name: _____

Address: _____

Phone/Email: _____

Recitals:

WHEREAS, the Claimant and Respondent are parties to a dispute arising from certain claims and allegations made by the Claimant against the Respondent; and WHEREAS, the Parties desire to resolve and settle all disputes, claims, and controversies between them without resorting to further litigation or arbitration; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Settlement Payment

Respondent agrees to pay Claimant the total sum of \$_____ (the "Settlement Amount") in full and final settlement of all claims. The Settlement Amount shall be paid by Respondent to Claimant by _____ (method of payment) in accordance with the schedule set forth herein.

2. Payment Schedule

The Settlement Amount shall be paid in the following manner:

_____. All payments shall be made without offset, deduction, or withholding of any kind, unless required by law.

3. Release of Claims

Upon receipt of the Settlement Amount in full, Claimant hereby fully and forever releases and discharges Respondent, and its agents, representatives, attorneys, successors, and assigns, from any and all claims, demands, damages, liabilities, actions, causes of action, or suits of any kind, whether known or unknown, arising from or related to the matters underlying the dispute.

4. No Admission of Liability

This Agreement is entered into solely for the purpose of compromise and settlement and does not constitute an admission of liability, wrongdoing, or fault by any party.

5. Confidentiality

The Parties agree that the terms, conditions, and existence of this Agreement shall be confidential and shall not be disclosed to any third party except as required by law or as necessary to enforce the terms of this Agreement.

6. Mutual Non-Disparagement

The Parties agree not to make any disparaging or defamatory statements about each other, their businesses, or their representatives, whether orally or in writing, relating to the dispute or this Agreement.

7. 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 conflict of law principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising out of this Agreement.

8. Entire Agreement

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

9. Amendments

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

10. Severability

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

11. No Waiver

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

12. Execution

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

13. Authority

Each person signing this Agreement represents and warrants that they are duly authorized to enter into this Agreement on behalf of the respective Party.

14. Cooperation

The Parties agree to execute and deliver any further documents or instruments and to take any additional actions reasonably necessary to effectuate the intent and purposes of this Agreement.

15. No Pending Litigation

The Parties represent and warrant that there is no pending litigation or administrative proceeding relating to the subject matter of this Agreement, except as disclosed in writing.

16. Indemnification

Each Party agrees to indemnify and hold harmless the other Party from any losses, claims, damages, or liabilities arising from breach of this Agreement.

17. Costs and Expenses

Each Party shall bear its own costs and expenses, including attorneys' fees, incurred in connection with the negotiation, preparation, and execution of this Agreement.

18. Headings

Section headings are for convenience only and shall not affect the meaning or interpretation of this Agreement.

19. Counterparts

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

20. Effective Date

This Agreement shall become effective upon the date of the last Party’s signature below.

CLAIMANT'S SIGNATURE

RESPONDENT'S SIGNATURE

Signature: _____

Signature: _____

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