

SINGLE CASE AGREEMENT

Case Name: _____ Case Number: _____

Parties Information:

Plaintiff Name: _____

Plaintiff Address: _____

Plaintiff Contact Info: _____

Defendant Name: _____

Defendant Address: _____

Defendant Contact Info: _____

Recitals:

WHEREAS, Plaintiff alleges that Defendant is responsible for certain claims arising from events described herein; and WHEREAS, the parties desire to resolve any and all disputes related to this matter without further litigation; NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows.

1. Settlement and Release

Plaintiff and Defendant mutually agree to settle all claims, demands, damages, actions, and causes of action arising out of or related to the case identified above, including but not limited to any and all known or unknown claims. Each party hereby releases and discharges the other from any and all liability, claims, or demands whatsoever in law or equity.

2. Payment Terms

Defendant agrees to pay Plaintiff the total sum of \$_____ as full and final settlement of all claims. Payment shall be made by wire transfer, certified check, or other agreed method no later than ____ days following the execution of this Agreement. No other payments or obligations shall be owed.

3. No Admission of Liability

This Agreement does not constitute an admission of liability or wrongdoing by any party. All parties expressly deny any liability and acknowledge that this settlement is entered into to avoid the burden, expense, and uncertainty of litigation.

4. Confidentiality

The terms and existence of this Agreement shall remain confidential and shall not be disclosed to any third party except as required by law or agreed in writing by the parties. This confidentiality provision does not prohibit disclosure to legal or tax advisors.

5. Governing Law

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. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in _____ County, _____.

6. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any amendments must be in writing and signed by both parties.

7. Representation and Warranty

Each party represents and warrants that it has the authority to enter into this Agreement, that it has read and understands its terms, and that it enters into this Agreement voluntarily and without duress.

8. No Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any rights under this Agreement.

9. Severability

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

10. Execution in 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. Legal Fees

Each party shall bear its own attorneys' fees and costs incurred in connection with this Agreement and the underlying dispute.

12. No Oral Modification

No oral statements or prior agreements shall have any force or effect. All modifications must be in writing and signed.

13. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns.

14. No Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

15. Compliance with Law

Each party agrees to comply with all applicable federal, state, and local laws in connection with this Agreement.

16. Dispute Resolution

Any disputes arising out of or related to this Agreement shall first be attempted to be resolved by mediation before recourse to any court.

17. Headings

Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

18. Effective Date

This Agreement shall be effective as of the date of the last signature below.

19. No Reliance

Each party acknowledges that it has not relied on any representations or statements not expressly set forth in this Agreement.

20. Further Assurances

The parties agree to execute any additional documents and take any further actions reasonably necessary to effectuate

the purposes of this Agreement.

PLAINTIFF SIGNATURE

DEFENDANT SIGNATURE

Signature: _____

Signature: _____

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