

OUT OF COURT SETTLEMENT AGREEMENT

Location: _____ Date: _____

Parties:

Settlor (Claimant) Full Name: _____

Settlor Address: _____

Settlor Phone/Email: _____

Respondent (Obligor) Full Name:

Respondent Address: _____

Respondent Phone/Email: _____

Recitals:

WHEREAS, Settlor asserts certain claims against Respondent arising out of or related to a dispute between the parties; and WHEREAS, the parties desire to resolve their differences and avoid the expense and uncertainty of litigation by entering into this Out of Court Settlement Agreement (the "Agreement").

Terms and Conditions:

1. Settlement Payment

Respondent agrees to pay Settlor the total sum of \$_____ (the "Settlement Amount"), payable in accordance with the schedule and method set forth herein. The Settlement Amount represents full and final satisfaction of all claims and demands Settlor has or may have against Respondent arising out of the dispute.

2. Payment Schedule and Method

The Settlement Amount shall be paid as follows: _____. Payments shall be made by _____ (e.g., wire transfer, check) to the account or address designated by Settlor.

3. Release and Waiver

Upon receipt of the full Settlement Amount, Settlor releases and forever discharges Respondent and its affiliates, employees, agents, successors, and assigns from any and all claims, demands, actions, causes of action, obligations, damages, and liabilities of any nature whatsoever, known or unknown, arising out of or related to the dispute.

4. No Admission of Liability

This Agreement does not constitute an admission of liability or wrongdoing by Respondent. The parties acknowledge that this settlement is entered into solely for the purpose of resolving disputed claims amicably.

5. Confidentiality

The terms, amount, and existence of this Agreement are confidential and shall not be disclosed by either party to any third party except as required by law, or to professional advisors on a need-to-know basis.

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 principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____ for any disputes arising out of or related to this Agreement.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations, discussions, and agreements, whether written or oral.

8. Amendments

Any amendment or modification to this Agreement must be in writing and signed by both parties to be effective.

9. No Waiver

Failure or delay by either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

10. Severability

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

11. Counterparts and Electronic Signatures

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

12. Representation and Warranty

Each party represents and warrants that it has the authority to enter into this Agreement and that the individuals signing below are duly authorized to bind the respective parties.

13. No Other Claims

Settlor warrants that it has not assigned or transferred, and will not assign or transfer, any claims released herein to any other person or entity.

14. Enforcement Costs

If any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

15. Effective Date

This Agreement shall become effective upon execution by both parties.

SETTLOR'S SIGNATURE

RESPONDENT'S SIGNATURE

Signature: _____

Signature: _____

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