

Settlement and Release Agreement

This **Settlement and Release Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Releasing Party

Released Party

The Releasing Party and the Released Party may be referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, a dispute, claim, controversy, or potential legal matter has arisen between the Parties concerning _____;

WHEREAS, the Parties deny any wrongdoing or liability except as expressly stated in this Agreement;

WHEREAS, the Parties desire to resolve all matters described in this Agreement fully, finally, and without further litigation or dispute; and

WHEREAS, each Party has determined that entering into this Agreement is in its best interests after having had the opportunity to seek independent legal or professional advice.

NOW, THEREFORE, in consideration of the mutual promises, releases, and other valuable consideration described in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Settlement Purpose

The purpose of this Agreement is to resolve the dispute identified in the Recitals through a negotiated settlement. This Agreement is intended to avoid the cost, uncertainty, and inconvenience of further proceedings and to establish the Parties' respective rights and obligations concerning the settled matter.

2. Settlement Consideration

As full and complete consideration for the settlement of the claims covered by this Agreement, the Released Party shall provide the following:

Settlement Item	Details
Settlement Amount	
Payment Method	
Payment Due Date	
Additional Consideration	

The Parties acknowledge that the settlement consideration constitutes adequate and sufficient consideration for all obligations undertaken in this Agreement.

Unless otherwise stated in this Agreement, each Party shall bear its own legal fees, professional fees, and expenses incurred in connection with the dispute and this Agreement.

3. Mutual Release of Claims

Effective upon satisfaction of the settlement obligations described in this Agreement, each Party irrevocably releases and forever discharges the other Party, together with its current and former owners, directors, officers, employees, representatives, agents, affiliates, successors, and permitted assigns, from any and all claims, demands, actions, causes of action, liabilities, damages, obligations, losses, costs, and expenses, whether known or unknown, suspected or unsuspected, fixed or contingent, arising out of or relating to the dispute described in this Agreement and any facts, events, or circumstances existing on or before the Effective Date.

This release applies only to matters covered by this Agreement and does not extend to obligations created by this Agreement or claims that cannot lawfully be released.

4. No Admission of Liability

The Parties acknowledge that this Agreement represents a compromise of disputed claims. Neither the execution of this Agreement nor the performance of its terms shall be interpreted as an admission of liability, fault, misconduct, or legal responsibility by any Party.

5. Covenant Not to Bring Further Claims

Each Party agrees that it will not commence, continue, encourage, or assist in any legal proceeding, arbitration, administrative action, or other claim against the other Party concerning any matter released under this Agreement.

Nothing in this clause prevents either Party from bringing an action solely to enforce this Agreement.

6. Confidentiality

Unless disclosure is required by law, regulation, court order, or necessary to obtain professional legal, accounting, or tax advice, each Party shall keep the existence, terms, and settlement amount of this Agreement confidential.

A Party making a permitted disclosure shall disclose only the information reasonably necessary for the applicable purpose.

7. Non-Disparagement

The Parties agree that they shall not knowingly make or publish false or misleading statements that are intended to damage the reputation, business, or professional standing of the other Party concerning the matters resolved by this Agreement.

Nothing in this clause prevents truthful statements required by law or made during lawful legal proceedings.

8. Representations and Warranties

Each Party represents and warrants that:

- it has the legal authority and capacity to enter into this Agreement;
- it has carefully reviewed this Agreement and understands its terms;
- it enters into this Agreement voluntarily and without improper pressure or coercion;
- it has had the opportunity to obtain independent legal advice before signing; and
- no consent from any third party is required, or any required consent has been obtained.

9. Authority to Execute

If a Party signs this Agreement on behalf of an organization, the signatory represents and warrants that they are duly authorized to bind that organization to the terms of this Agreement.

10. Tax Responsibility

Each Party shall be solely responsible for determining and satisfying any tax obligations arising from the settlement consideration received under this Agreement. Neither Party makes any representation regarding the tax consequences of this Agreement.

11. Confidential Information and Property

Except as otherwise provided in this Agreement, each Party shall promptly return or otherwise dispose of any confidential information, documents, records, or property belonging to the other Party that remains in its possession, custody, or control, unless retention is required by law.

12. Future Cooperation

The Parties agree to execute any additional documents and take any reasonable actions necessary to implement and give full effect to this Agreement.

13. Breach of Agreement

A Party that materially breaches this Agreement shall promptly remedy the breach upon receiving written notice from the non-breaching Party, where the breach is capable of being remedied.

If the breach is not remedied within _____ days after receipt of written notice, the non-breaching Party may pursue any remedies available under applicable law or under this Agreement, including enforcement of the Agreement.

14. Entire Agreement

This Agreement constitutes the complete understanding between the Parties regarding the settlement of the matters addressed herein and supersedes all prior oral and written discussions, negotiations, understandings, and agreements relating to the same subject matter.

15. Amendments

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

16. 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 to the fullest extent permitted by applicable law.

17. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except to a successor resulting from a lawful merger, acquisition, or transfer of substantially all of its assets, provided that the successor assumes the obligations under this Agreement.

18. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

19. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be addressed through good-faith negotiations between the Parties.

If the dispute cannot be resolved through negotiation within _____ days after written notice of the dispute, either Party may pursue any remedies available before a court of competent jurisdiction or another dispute resolution process agreed upon in writing by the Parties.

20. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which together shall constitute one agreement.

Electronic signatures and electronically transmitted copies of signed signature pages shall have the same effect as original handwritten signatures to the extent permitted by applicable law.

21. Effective Date

This Agreement shall become effective on the Effective Date once it has been signed by both Parties.

Signatures

By signing below, each Party acknowledges that it has read, understood, and voluntarily agrees to be legally bound by the terms of this Settlement and Release Agreement.

Releasing Party

Name

Date

Signature

Released Party

Name

Date

Signature



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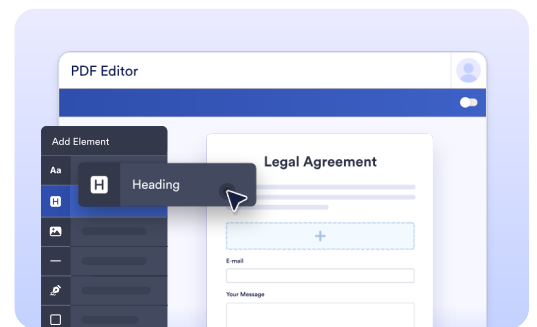
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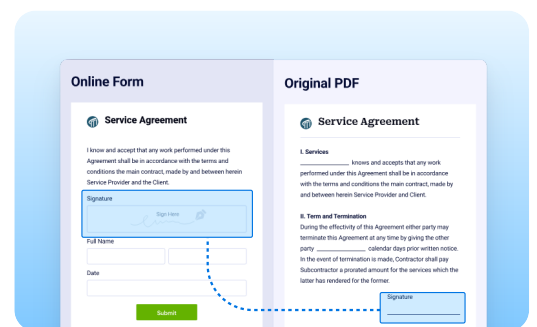
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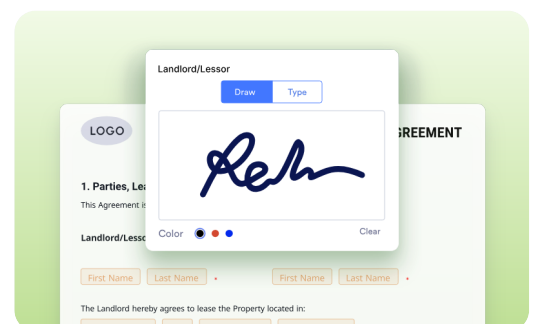
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