

Stipulation Agreement

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

Party One

Party Two

Party One and Party Two may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the Parties agree to resolve, clarify, or establish certain matters, rights, or obligations between them, as described in this Agreement.

2. Background

WHEREAS, the Parties are involved in a matter concerning

_____;

WHEREAS, the Parties desire to avoid further dispute, uncertainty, or disruption and wish to formalize their mutual understandings;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows.

3. Stipulated Terms

The Parties hereby agree to the following stipulations:

3.1 Agreed Facts or Positions

The Parties acknowledge and agree that the following statements are true and binding between them:

3.2 Obligations of Party One

Party One shall:

3.3 Obligations of Party Two

Party Two shall:

3.4 Performance Timeline

All obligations set forth in this Agreement shall be performed in accordance with the following timeline:

4. Consideration

In exchange for the commitments outlined in this Agreement, the Parties agree that sufficient and valid consideration has been provided by each Party, including but not limited to:

5. Release

Upon full performance of the obligations described in this Agreement, each Party releases the other from any claims, demands, or liabilities arising out of or related to the matters described in the Background section, to the extent permitted by applicable law.

6. No Admission of Liability

This Agreement is entered into for the purpose of resolving or clarifying matters between the Parties and shall not be construed as an admission of liability, wrongdoing, or fault by either Party.

7. Confidentiality

The Parties agree to keep the terms and existence of this Agreement confidential, except where disclosure is required by law, regulation, or for the purpose of enforcing this Agreement.

8. Term and Completion

This Agreement shall remain in effect until all obligations have been fully performed, unless earlier terminated in accordance with the Termination clause.

9. Termination

Either Party may terminate this Agreement:

- If the other Party materially breaches its obligations and fails to cure such breach within _____ days after receiving written notice; or
- By mutual written agreement of the Parties.

Upon termination, any obligations that by their nature are intended to survive (including confidentiality and release provisions) shall remain in effect.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____.

Any dispute arising out of or in connection with this Agreement shall first be addressed through good faith negotiations between the Parties. If unresolved, the dispute shall be submitted to _____.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior discussions, negotiations, or agreements.

12. Amendments

This Agreement may only be amended or modified by a written document signed by both Parties.

13. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except where such assignment is required by law or occurs as part of a merger or transfer of substantially all assets.

14. Notices

All notices required under this Agreement shall be in writing and delivered to the addresses of the Parties stated above or to any updated address provided in writing.

15. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same instrument.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Stipulation Agreement as of the Effective Date first written above.

Party One

Name

Date

Signature

Party Two

Name

Date

Signature



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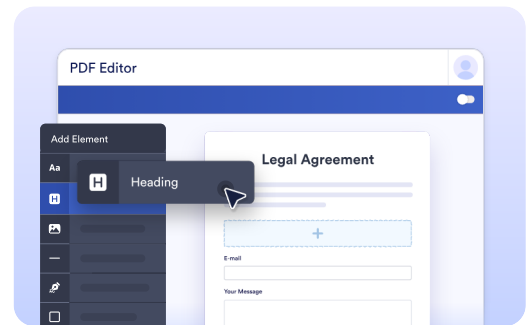
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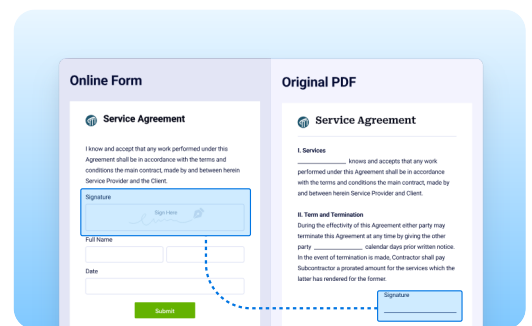
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