

FLORIDA SETTLEMENT AGREEMENT

Location: _____

Date: _____

PARTIES

This Settlement Agreement (the "Agreement") is entered into by and between the undersigned parties (each a "Party" and collectively the "Parties"). This Agreement resolves all claims, disputes, and controversies between the Parties arising out of or related to the matters described herein.

RECITALS

WHEREAS, the Parties have engaged in certain disputes and desire to fully and finally resolve such disputes without further litigation or controversy; and WHEREAS, the Parties enter into this Agreement voluntarily, intending to be legally bound;

AGREEMENT

1. Settlement Payment

The Parties agree that in full settlement and satisfaction of all claims described in this Agreement, the paying Party shall pay to the receiving Party the sum mutually agreed upon by the Parties under separate cover or as set forth in an attached Schedule.

2. Release

Each Party, for itself and its agents, representatives, successors, and assigns, hereby fully releases and discharges the other Party and its agents, employees, affiliates, representatives, successors, assigns, and attorneys from any and all claims, demands, liabilities, damages, actions, causes of action, or suits of any kind whatsoever, whether known or unknown, suspected or unsuspected, arising out of or related to the matters resolved herein.

3. No Admission of Liability

This Agreement is entered into solely for the purpose of compromising disputed claims and shall not be construed as an admission of liability or wrongdoing by any Party.

4. Confidentiality

Except as required by law or with the prior written consent of the other Party, the terms, amount, and existence of this Agreement shall remain confidential and shall not be disclosed by any Party to any third party.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

6. Entire Agreement

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

7. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by all Parties.

8. Waiver

No waiver of any term or condition of this Agreement shall be deemed a waiver of any other term or condition or of any subsequent breach.

9. Severability

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

10. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by electronic means shall have the same force and effect as original signatures.

11. Representations and Warranties

Each Party represents and warrants that it has full authority to enter into this Agreement and that no other consents or approvals are required.

12. No Pending Litigation

The Parties represent that there is no pending litigation that would affect the enforceability of this Agreement.

13. Further Assurances

The Parties agree to execute and deliver any additional documents and take any further actions reasonably necessary to carry out the terms and intent of this Agreement.

14. Dispute Resolution

Any disputes arising from or relating to this Agreement shall first be attempted to be resolved by mediation in a mutually agreed location in Florida before resorting to litigation.

15. Attorney Fees and Costs

Each Party shall bear its own attorney fees and costs incurred in connection with this Agreement, except as otherwise agreed or ordered by a court.

16. Binding Effect

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

17. Notices

All notices under this Agreement shall be given in writing and delivered personally, by certified mail, overnight courier, or electronic mail with confirmation to the addresses provided by the Parties.

18. Effective Date

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

19. No Other Agreements

No other agreements, representations, or warranties exist between the Parties regarding the subject matter of this Agreement other than those expressly set forth herein.

20. Interpretation

This Agreement shall be interpreted fairly and reasonably, neither more strongly for nor against any Party, regardless of which Party prepared it.

PARTY ONE SIGNATURE

Print Name: _____

Title (if applicable): _____

Date: _____

Signature: _____

PARTY TWO SIGNATURE

Print Name: _____

Title (if applicable): _____

Date: _____

Signature: _____

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