

# STIPULATION AGREEMENT

Parties: \_\_\_\_\_

## **Recitals:**

WHEREAS, the Parties desire to enter into an agreement to resolve certain claims, disputes, or matters between them; and WHEREAS, the Parties agree that this Stipulation Agreement shall set forth the terms and conditions upon which such matters shall be resolved.

## **1. Definitions:**

For purposes of this Agreement, the following terms shall have the meanings set forth herein: "Agreement" means this Stipulation Agreement; "Parties" means the individuals or entities entering into this Agreement; "Claims" means any and all claims, demands, causes of action, obligations, liabilities, and damages, whether known or unknown.

## **2. Scope of Agreement:**

This Agreement constitutes a full and final settlement of all Claims between the Parties arising out of or related to the matters described herein. The Parties agree to release and discharge each other from any further liability.

## **3. Payment Terms:**

If applicable, the Parties agree that payment shall be made in accordance with the terms set forth below. Payment shall be made promptly and in full, and any delay shall constitute a breach of this Agreement.

## **4. Confidentiality:**

The Parties agree to keep the terms and existence of this Agreement confidential, except as required by law or as agreed in writing by the Parties.

## **5. No Admission of Liability:**

This Agreement does not constitute an admission of liability or wrongdoing by any Party. Such liability is expressly denied and the Agreement is entered into solely for the purpose of compromise.

## **6. Governing Law and Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the applicable state law, without regard to its conflicts of law principles. Any disputes arising from this Agreement shall be resolved exclusively in the appropriate courts located within the relevant jurisdiction.

## **7. Entire Agreement:**

This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and

supersedes all prior negotiations, agreements, or understandings, whether written or oral.

**8. Amendments:**

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

**9. Severability:**

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

**10. Counterparts and Execution:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Signatures delivered by electronic means shall be deemed valid and binding.

**11. Release of Claims**

Each Party hereby releases and forever discharges the other Party from any and all claims, demands, obligations, damages, actions, causes of action, or suits of any kind or nature, whether known or unknown, which exist or may exist as of the date of this Agreement.

**12. No Waiver**

Failure to enforce any provision of this Agreement by any Party shall not be deemed a waiver of such provision or of the right to enforce the provision in the future.

**13. Representation and Warranties**

Each Party represents and warrants that it has full power and authority to enter into this Agreement, that this Agreement is binding and enforceable, and that execution will not violate any other agreement.

**14. Confidentiality of Negotiations**

The Parties agree that all negotiations, documents, and communications exchanged in connection with this Agreement are confidential and shall not be disclosed to any third party except as required by law.

**15. Attorneys' Fees**

In the event of any dispute arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

**16. No Assignment**

Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party.

**17. Headings**

Headings used in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

**18. Construction**

The Parties acknowledge that they have had the opportunity to review this Agreement with legal counsel and that this

Agreement shall not be construed against any Party by reason of its preparation.

**19. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**20. Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or electronic means with confirmation to the Parties at their respective addresses.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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