

SETTLEMENT OFFER LETTER

To: _____

From: _____

Re: Settlement Offer

This Settlement Offer Letter (“Offer”) is made by the undersigned party (“Offeror”) to the recipient (“Offeree”) in an effort to fully and finally resolve all claims, disputes, demands, actions, and liabilities, whether known or unknown, that have arisen or may arise between the parties, without admission of liability or fault. This Offer is subject to acceptance in writing by the Offeree and is intended to be legally binding and enforceable under United States law.

1. Parties:

Offeror: _____

Offeree: _____

Each a “Party” and together the “Parties.”

2. Background:

The Parties have been involved in disputes or claims arising from _____ The Parties desire to resolve these disputes amicably and avoid protracted litigation or arbitration.

3. Terms of Settlement:

3.1 Settlement Amount: Offeror agrees to pay Offeree the total sum of \$ _____ (the “Settlement Amount”).

3.2 Payment Terms: The Settlement Amount shall be paid as follows:

3.3 Release: In consideration of the Settlement Amount, the Offeree releases and forever discharges the Offeror, including its agents, employees, successors, and assigns, from any and all claims, liabilities, and causes of action, known or unknown, arising out of or related to the matters described above.

3.4 Confidentiality: The Parties agree that the terms and existence of this Offer and any resulting settlement shall remain confidential and shall not be disclosed to any third party except as required by law or agreed in writing by both Parties.

3.5 No Admission of Liability: This Offer and any acceptance thereof shall not constitute an admission of liability, fault, or wrongdoing by any Party.

3.6 Governing Law: This Offer and any resulting settlement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles.

4. Representations and Warranties:

4.1 Each Party represents and warrants that it has full authority to enter into this Offer and that this Offer is binding

upon execution.

4.2 Each Party agrees that it has had the opportunity to consult with legal counsel prior to executing this Offer.

4.3 The Offeree acknowledges that it is entering into this Offer voluntarily and with full knowledge of its rights.

5. Entire Agreement:

This Offer constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior negotiations, discussions, or agreements, whether written or oral. Any amendments or modifications must be in writing and executed by both Parties.

6. No Waiver:

Failure by either Party to enforce any provision of this Offer shall not be deemed a waiver of that provision or any other provision.

7. Severability:

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

8. Counterparts and Electronic Signatures:

This Offer may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures shall have the same force and effect as original signatures.

OFFEROR SIGNATURE

OFFEREE SIGNATURE

Signature: _____

Signature: _____

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