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## SETTLEMENT AGREEMENT AND RELEASE

### *State of Alabama*

This Settlement Agreement and Release (the "Agreement") is entered into and made effective as of \_\_\_\_\_ (the "Effective Date") by and between the following parties: \_\_\_\_\_ (the "Complainant"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

\_\_\_\_\_  
Email: \_\_\_\_\_

and \_\_\_\_\_ (the "Defendant"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

\_\_\_\_\_  
Email: \_\_\_\_\_

Complainant and Defendant may be referred to individually as "Party" and collectively as the "Parties."

### **RECITALS**

WHEREAS, Complainant filed legal action against Defendant on or about \_\_\_\_\_ (the "Lawsuit");

WHEREAS, the Lawsuit was filed in the following court: \_\_\_\_\_;

WHEREAS, the Lawsuit is captioned \_\_\_\_\_, Case No. \_\_\_\_\_;

WHEREAS, the Lawsuit was based on the following facts:

\_\_\_\_\_;

WHEREAS, in the Lawsuit, Complainant alleged the following causes of action (the "Claims"):

\_\_\_\_\_;

WHEREAS, Defendant denied, and continues to deny, all of Complainant's Claims;

WHEREAS, as more fully set forth herein, the Parties have agreed to settle their dispute, and intend to fully settle any and all known issues between them arising out of or relating to the Lawsuit;

NOW, therefore, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **ARTICLE 1 - RECITALS:**

The Parties agree that the recitals above are all true and correct and accurately represent the Lawsuit. The recitals are incorporated by reference into this Agreement.

#### **ARTICLE 2 - SETTLEMENT AMOUNT AND PAYMENT TERMS:**

Defendant shall pay Complainant \$2 (two US dollars) (the "Settlement Amount"). The Settlement Amount shall be made in full and final settlement of all Claims, issues, and disputes between the Parties arising from or relating to the Lawsuit.

The Settlement Amount shall be paid to Complainant's attorney, with the following contact information:

\_\_\_\_\_

The Settlement Amount shall be paid within 2 days of Defendant's attorney receiving this executed Agreement. Defendant's attorney may be reached as follows:

\_\_\_\_\_

Payment of the Settlement Amount shall be made by certified check or wire transfer, if the Parties each agree.

### **ARTICLE 3 - ADDITIONAL TERMS:**

Defendant agrees to the following additional terms:

\_\_\_\_\_

Such terms will be completed prior to the Complainant's dismissal of the lawsuit.

### **ARTICLE 4 - DISMISSAL:**

Complainant agrees to dismiss all Claims in the Lawsuit with prejudice within ten days of receiving the Settlement Amount.

### **ARTICLE 5 - NO ADMISSION OF WRONGDOING:**

The Parties acknowledge and agree that nothing contained in this Agreement shall be considered an admission of liability or wrongdoing by Defendant and that this Agreement is purely an act of compromise.

### **ARTICLE 6 -**

### **ARTICLE 7 -**

### **ARTICLE 8 -**

### **ARTICLE 9 - ATTORNEY'S FEES AND EXPENSES:**

Complainant acknowledges that the Settlement Amount is in compromise of the Lawsuit and that all other fees and costs, such as attorney's fees or other expenses, are the responsibility of the Party who incurred such costs.

### **ARTICLE 10 - REPRESENTATIONS AND WARRANTIES:**

Complainant represents and warrants that Complainant has the sole and exclusive right and authority to execute this Agreement and receive the Settlement Amount.

Complainant warrants that Complainant has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action released in this Agreement.

The Parties represent and warrant that they have entered this Agreement without reliance on any promise or representations by any other party, except those expressly set forth herein.

#### **ARTICLE 11 - ENTIRE AGREEMENT:**

This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the Lawsuit or Settlement Amount.

#### **ARTICLE 12 - GOVERNING LAW:**

The Parties agree that the state of Alabama shall govern any matter or dispute relating to or arising out of this Agreement, with the exception of its conflict of law provisions.

#### **ARTICLE 13 - SEVERABILITY:**

If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

#### **ARTICLE 14 - MODIFICATION:**

This agreement may not be modified except in writing, executed by all Parties.

#### **ARTICLE 15 - ADVICE OF COUNSEL:**

Both Parties have either received the advice of counsel regarding this Agreement or have waived their right to do so. Both Parties fully understand the contents of this Agreement and agree to it of their own will and accord.

***EXECUTION:***

Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

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

Representative Title: \_\_\_\_\_

Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

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

Representative Title: \_\_\_\_\_