

Settlement Agreement

A legally binding agreement to resolve disputes between parties through mutually agreed-upon terms

Important Notice: This Settlement Agreement is a legally binding contract. Both parties are strongly encouraged to have this agreement reviewed by independent legal counsel before signing. Settlement agreements may waive significant legal rights.

1. Agreement Information

Agreement Date*

dd/mm/yyyy



Agreement Location (City, State)*

e.g., Austin, Texas

Case/Reference Number (if applicable)

Enter case or internal reference number

2. First Party Information

Party Type*

-- Select Party Type --



Business Entity Type (if applicable)

-- Select Entity Type --



Full Legal Name*

Full name of individual or business

Mailing Address*

Street, City, State, ZIP

Phone Number*

(555) 123-4567

Email Address*

email@example.com

Authorized Representative Name (if business)

Name and title of person signing

3. Second Party Information

Party Type*

-- Select Party Type --



Business Entity Type (if applicable)

-- Select Entity Type --



Full Legal Name*

Full name of individual or business

Mailing Address*

Street, City, State, ZIP

Phone Number*

(555) 123-4567

Email Address*

email@example.com

Authorized Representative Name (if business)

Name and title of person signing

4. Background & Recitals

This section establishes the context for the settlement. Be thorough but factual in describing the dispute.

Nature of Dispute*

-- Select Dispute Type --



Date Dispute Arose*

dd/mm/yyyy



Brief Description of Dispute*

Describe the dispute, claims, or issues that led to this settlement...

Related Contract/Agreement Reference (if any)

Original contract date or reference number

Pending Legal Proceedings*

-- Select Status --



Case Name and Court/Forum (if applicable)

e.g., Smith v. ABC Services, Travis County District Court

5. Settlement Terms

Settlement Type (check all that apply)*

- Monetary Payment
- Service/Work Performance
- Property Transfer
- Mutual Release Only
- Other Non-Monetary Terms

First Party's Obligations*

Describe what the first party agrees to do or provide...

Second Party's Obligations*

Describe what the second party agrees to do or provide...

Deadline for Performance

dd/mm/yyyy



Additional Terms or Conditions

Any other specific terms, conditions, or contingencies...

6. Payment Terms

Tax Notice: Consider tax implications of settlement payments. Consult a tax professional regarding reporting requirements.

Payment Required*

-- Select Payment Type --



Total Settlement Amount

\$0.00

Paying Party

-- Select Paying Party --



Payment Due Date (for lump sum)

dd/mm/yyyy



Installment Schedule (if applicable)

Describe payment schedule: amounts, due dates...

Payment Method

-- Select Method --



Late Payment Interest Rate

e.g., 1.5% per month

Remedies for Non-Payment

Describe consequences of default, acceleration clauses...

7. Release of Claims

Legal Disclaimer: By signing this agreement, parties waive the right to pursue released claims in any forum. This release may include claims not yet known. Consult an attorney before signing.

Release Type*

-- Select Release Type --



Scope of Release (check all that apply)*

- All known claims related to this dispute
- All unknown claims related to this dispute
- Future claims arising from the same facts
- Claims against affiliates/employees/agents

Time Period Covered*

e.g., All claims arising from January 1, 2023 to present

Specific Claims Released*

List specific claims, causes of action, or matters being released...

Claims Specifically Excluded from Release

List any claims NOT being released, if applicable...

8. Confidentiality

Confidentiality Required*

-- Select Confidentiality Level --



Confidential Information Includes:

- Settlement amount
- Terms of this agreement
- Underlying dispute facts
- All negotiations/communications
- Business/proprietary information exchanged

Permitted Disclosures:

- Legal counsel
- Tax advisors/accountants
- Insurance companies
- Immediate family members
- As required by law or court order

Confidentiality Duration

-- Select Duration --



Consequence of Breach

Describe remedies or liquidated damages for confidentiality breach...

9. No Admission of Liability

Standard Language: "This Agreement and the settlement terms herein do not constitute an admission of liability, fault, wrongdoing, or responsibility by any party. Each party expressly denies any liability or wrongdoing."

Include No-Admission Clause*

-- Select Option --



Additional Statements

Any additional statements regarding liability, fault, or responsibility...

10. Dispute Resolution for This Agreement

Dispute Resolution Method*

-- Select Method --



Arbitration Provider (if applicable)

e.g., AAA, JAMS, or named arbitrator

Attorney's Fees Provision*

-- Select Option --



Venue/Location for Disputes*

City and State where disputes will be resolved

11. Governing Law & General Provisions

Governing State Law*

State whose laws govern this agreement

Entire Agreement Clause*

-- Select Option --



Amendment Requirements*

-- Select Option --



Severability*

-- Select Option --



Counterparts Allowed*

-- Select Option --



Electronic Signatures Accepted*

-- Select Option --



12. Additional Terms

Non-Disparagement Clause

-- Select Option --



Press Release/Public Statements

-- Select Option --



Future Business Relationship

Describe any agreements about future dealings between the parties...

Other Special Terms

Any additional terms, warranties, representations, or conditions...

13. First Party Signature

I, the First Party, have read and understand this Settlement Agreement, and I voluntarily agree to be bound by its terms.

First Party Signature*

Date*

Signature

Date Signed

Printed Name*

Title (if signing for a business)

Print Name

Title/Position

14. Second Party Signature

I, the Second Party, have read and understand this Settlement Agreement, and I voluntarily agree to be bound by its terms.

Second Party Signature*

Date*

Signature

Date Signed

Printed Name*

Title (if signing for a business)

15. Witness Signatures (Optional)

Recommendation: Witness signatures are optional but recommended for added legal protection, especially for settlements involving significant amounts.

Witness for First Party

Full Name

Witness Signature

Date

Signature

Date

Witness for Second Party

Full Name

Witness Signature

Date

Signature

Date

16. Notarization (Optional)

Recommendation: Notarization is recommended for settlements involving significant monetary amounts or real property.

State of _____

County of _____

On this ____ day of _____, 20____, before me personally appeared the parties named above, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public Signature

My Commission Expires

Signature of Notary Public

Expiration Date

[Notary Seal/Stamp]