

SETTLEMENT LETTER

To: _____

From: _____

Subject:

Settlement of Account and Final Payment

This Settlement Letter (the “Letter”) summarizes the terms and conditions under which all outstanding matters between the undersigned parties have been resolved and settled in full. This Letter constitutes the complete and final settlement of all claims, demands, and obligations arising out of or related to the referenced transaction or relationship, and supersedes any prior agreements, communications, or understandings, whether oral or written.

1. Parties:

Seller: _____

Buyer: _____

2. Background:

The parties entered into one or more agreements relating to the sale, purchase, or transfer of goods, services, or property. All parties acknowledge the accuracy of the information herein and agree that this Letter fully addresses any outstanding matters.

3. Payment and Settlement Terms:

The Buyer agrees to pay and the Seller acknowledges receipt of the total sum of \$_____ (the “Settlement Amount”), which constitutes full and final payment for all goods, services, claims, or obligations related to the transaction. Payment shall be made as follows:

- a) Payment Method: _____
- b) Payment Date: _____
- c) Reference Number or Invoice Number (if any): _____

4. Release and Waiver:

Upon receipt of the Settlement Amount, Seller hereby releases, acquits, and forever discharges Buyer and its affiliates, successors, and assigns from any and all claims, demands, liabilities, causes of action, or obligations of any kind, whether known or unknown, arising from or related to the transaction. Buyer likewise releases Seller from any claims that may be asserted.

5. Confidentiality:

The terms and existence of this Letter shall be treated as confidential by the parties and shall not be disclosed to any third party except as required by law or agreed in writing by both parties.

6. Representations and Warranties:

Each party represents and warrants that it has full authority to enter into this Letter and perform its obligations, that this Letter is binding and enforceable, and that no other agreements conflict with the terms herein.

7. Governing Law and Jurisdiction:

This Letter shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

8. Entire Agreement:

This Letter constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings, whether oral or written. Any amendments or modifications to this Letter must be in writing and signed by both parties.

9. Counterparts and Electronic Signatures:

This Letter may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted by electronic means shall be deemed original and binding.

Signatures

SELLER'S SIGNATURE

Name: _____

Title: _____

Date: _____

Signature: _____

BUYER'S SIGNATURE

Name: _____

Title: _____

Date: _____

Signature: _____

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