

# **CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE**

**DATE:** [Insert Date]

## **PARTIES:**

**RELEASOR:** [Insert Name of Claimant/Plaintiff]

**RELEASEE:** [Insert Name of Business/Property Owner/Defendant]

## **1. RECITALS**

WHEREAS, Releasor has alleged that Releasee's property located at [Insert Address] is in violation of the Americans with Disabilities Act (ADA) and related state accessibility standards;

WHEREAS, the parties wish to resolve all disputes, claims, and causes of action arising out of these allegations to avoid the cost and uncertainty of litigation;

## **2. SETTLEMENT PAYMENT**

In consideration for the release set forth below, Releasee agrees to pay Releasor the total sum of \$[Insert Amount]. Payment shall be made within [Insert Number] days of the execution of this agreement.

## **3. REMEDIATION OF BARRIERS**

Releasee agrees to perform the following accessibility modifications to the property:

- [Insert specific modification 1]
- [Insert specific modification 2]
- [Insert specific modification 3]

All work shall be completed no later than [Insert Completion Date].

## **4. RELEASE OF LIABILITY**

Releasor hereby irrevocably and unconditionally releases, acquits, and forever discharges Releasee from any and all claims, demands, damages, actions, or causes of action, whether known or unknown, arising out of or related to accessibility barriers at the subject property existing as of the date of this agreement.

## **5. DISMISSAL OF ACTION**

Within [Insert Number] days of receiving the settlement payment, Releasor shall file a Stipulation of Dismissal with Prejudice regarding the matter titled [Insert Case Name and Number, if applicable].

## **6. NO ADMISSION OF LIABILITY**

This agreement is a compromise of a disputed claim and does not constitute an admission of liability or a violation of any law by the Releasee.

## **7. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of [Insert State].

## **SIGNATURES:**

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[Print Releasor Name]

Date:

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[Print Releasee Name/Representative]

Date: