

SETTLEMENT AGREEMENT AND FINAL RELEASE OF CLAIMS
READ CAREFULLY BEFORE SIGNING

This Settlement Agreement And Final Release of Claims ("Agreement") is made as of the ____ day of _____, 2020, by and among:

City of Franklin, and all of his/her/their current and former agents, representatives, successors, assigns, heirs, and attorneys [hereinafter variously known as ["Claimant" or "Releasor(s)"] on the one hand; and

Signs Inc., together with his/her/their agents, representatives, employees, servants, volunteers, predecessors, successors, assigns, heirs, executors, administrators, partners, personal representatives, attorneys, insurers and re-insurers including, but not limited to, Berkley Insurance Company, by its member Berkley Southeast Insurance Group, W.R. Berkley Corp., **Tri-State Insurance of Minnesota** and all of their parent, subsidiary, divisions and affiliate companies, together with their current and former officers, directors, shareholders, officials, stockholders, agents, representatives, employees, servants, volunteers, predecessors, successors, assigns, heirs, attorneys, underwriters, insurers and re-insurers, both jointly and severally [hereinafter all collectively known as "Releasees" or the "Released Party(ies)"] on the other.

Releasor(s) and the Released Party(ies) hereby jointly agree as follows: Releasor alleges that on or about **2019-09-10**, he/she suffered property damage described as **Sidewalk at 108 Werthan Circle, Franklin, TN 37064** ("Property") as a result of an Incident that occurred in **Franklin, TN** (hereinafter "Incident"). The Parties desire to enter into this Agreement to provide, among other things, for consideration in full settlement and discharge of property damage claims Releasor(s) may have, either individually or in a representative capacity, against the Released Party(ies) for damage to the Property identified that arose out of the Incident, on the terms and conditions in this Agreement.

PAYMENT AND CONSIDERATION- Upon execution of this Agreement as provided for below, Releasee shall pay to the Releasor payment in the amount of **Four Thousand and 00/100 (\$4,000.00)**, to be delivered on behalf of Releasor at the following location: **Signs Inc., 2705 Glenrose Ave., Nashville, TN 37210**. This payment is based on the Releasor's claims for property damage to Releasor's Property.

RELEASE OF CLAIMS- Releasor(s) hereby forever release, discharge, and acquit the Released Party(ies) from all claims, suits, costs, debts, demands, actions, and causes of action, whether known or unknown, that Releasor(s) had, have, or might have in the future relating to the Property identified above arising out of, or in any way connected with, the Incident.

NO ADMISSION OF LIABILITY- This Agreement constitutes a settlement by compromise of disputed claims or potential claims arising out of, related to, or in some way connected with the Incident and is intended by the Parties to put an end to the matter and buy their peace. Neither this settlement and compromise nor the payment of the sums set forth herein shall be construed as an admission of liability or wrongdoing by Released Parties, all such liability and wrongdoing being expressly denied by them.

COVENANTS, REPRESENTATIONS, AND WARRANTIES- As an inducement for Released Parties to enter into this Agreement, Releasor(s) covenants, represents, and warrants that: (A) At the time of the Incident, Releasor was over the age of eighteen (18); (B) Releasor presently suffers from no legal disability that prevents her/him from having the capacity to enter into and execute this Agreement, and she/he does, in fact, have the legal capacity, power, and authority to enter into and execute this Agreement; (C) Neither Releasor nor anyone acting on Releasor's behalf has assigned, transferred, or sold, or purported to assign, transfer, or sell, to any person or entity any claim or potential claim, demand, action, cause of action, or right released by this Agreement; (D) Releasor shall be and is solely responsible for payment of all of her/his attorney fees, expenses, court costs, and taxes (including penalties and interest) relating to the Incident and to this settlement; (E) There are no actual or potential liens of any kind on the actual and potential claims being released; (F) Releasor has not been influenced to any extent by any representation or statement of Released Parties, and no statement, representation, promise, or agreement of any nature, other than those contained in this written Agreement, has been made to or with her/him; and (G) Releasor has relied solely upon her/his own judgment in entering into this Agreement and executes this Agreement with full knowledge of its contents and of her/his own free will and accord.

FUTURE COOPERATION AND DISMISSAL- Releasor agrees to cooperate fully, to execute any and all supplementary documents and to take all additional actions necessary or appropriate to give full force and effect to the terms and intent of this Agreement which are not inconsistent with its terms.

MISCELLANEOUS- This Agreement was arrived at after thorough bargaining and negotiations. This Agreement contains the entire agreement and understanding of the Parties with respect to the settlement of all current and potential property damage claims arising out of the Incident and related to the subject Property; supersedes all prior agreements, arrangements, and understandings relating to the subject matter of this Agreement; and is binding upon the Parties and their agents, representatives, successors, assigns, and heirs. This Agreement may not be modified, in whole or in part, except by written agreement signed by all of the Parties. The Parties hereby acknowledge and agree that they may hereafter discover facts different from or in addition to those which they now know or believe to be true with respect to

the claims being released by this Agreement and that, in such event, this Agreement shall nevertheless be effective and remain in force in all respects. It is understood that the Releasor has the right and opportunity to consult fully with legal counsel or other advisor prior to signing this Agreement. The Releasor also acknowledges that, before signing this Agreement, the Releasor has read and fully understands each paragraph thereof and that the meaning of this Agreement. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be construed or interpreted against the party actually preparing this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee and without giving effect to the principles of conflicts of laws. A waiver by any of the Parties of any breach of this Agreement or any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or any subsequent breach by any of the Parties. If a court of competent jurisdiction determines that any term, provision, or part of this Agreement is invalid, unenforceable, or void, then such term, provision, or part shall be severed from the remainder of this Agreement and shall not affect the validity or enforceability of the remainder of this Agreement. This Agreement shall be binding upon the Releasor and the Releasor's heirs, executors, administrators, assigns, successors, beneficiaries, employees and agents, and shall inure to the benefit of the Releasees and their predecessors, successors and assigns.

Having carefully read this *Settlement Agreement And Final Release of Claims* and having fully informed herself/himself of and understanding its contents, Releasor indicates agreement and executes this Agreement of her/his own free will and accord by signature as of the date set forth below.

WITNESS MY HAND AND SEAL this _____ day of _____, 2020.

Releasor – Printed Name

Releasor – Signature

Sworn to and subscribed before me _____,

this _____ day of _____, 2020.

My Commission Expires: _____

Approved as to Legal Form:

William E. Squires, Assistant City Attorney