

**MUTUAL RELEASE & FINAL SETTLEMENT
AGREEMENT**

VEHICLE: YEAR: _____ MAKE: _____ MODEL: _____

VIN: _____

BUYER: _____

SELLER: _____

VEHICLE PURCHASE DATE: _____

This Mutual Release and Final Settlement Agreement (“Agreement”) is made and entered into on the date written below by and between Buyer and Seller on behalf of themselves, their respective heirs, executors, administrators, agents, and assigns. (Buyers and Sellers are referred to herein collectively as the “Party” or “Parties.”)

WHEREAS, a dispute has arisen between the Parties regarding the purchase of the referenced Vehicle,

WHEREAS, Buyer has asked for relief and,

WHEREAS, Buyer has complained of damages arising out of the dispute, which are expressly denied by Seller; and,

WHEREAS, the Parties have agreed to a Final Settlement of all issues surrounding the dispute and,

WHEREFORE, intending to be legally bound, the Parties hereby agree as follows:

1. Settlement Agreement:

- a. Seller shall return the sum of \$ _____ to Buyer;
- b. Buyer shall sign all documents necessary to effect this Agreement;
- c. Buyer shall assist Seller in any way required in transferring of title documents back into Seller’s name, if required;
- d. Other Agreements: _____.
- e. Other Agreements: _____.
- F. Other Agreements: _____.

2. **Mutual Release:**

a. In consideration for the Settlement Payment described in paragraph 1 above and other good and valuable consideration, receipt of which is hereby acknowledged, Buyer does hereby release, acquit, and forever discharge Seller from any and all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of any matter, cause or thing whatsoever, from the first day of the world, including this day and each day hereafter, and Buyer does specifically waive any claim or right to assert any cause of action or alleged cause of action or claim or demand which has, through oversight or error, intentionally or unintentionally or through a mutual mistake, been omitted from this Release.

b. Seller does hereby release, cancel, forgive and forever discharge Buyer and each of their holding companies, subsidiaries, affiliates, divisions, successors, heirs, and assigns in all capacities whatsoever, including without limitation as an officer, director, employee, representative, designee, agent, and shareholder thereof, from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of any matter, cause or thing whatsoever, from the first day of the world, including this day and each day hereafter, and Seller does specifically waive any claim or right to assert any cause of action or alleged cause of action or claim or demand which has, through oversight or error, intentionally or unintentionally or through a mutual mistake, been omitted from this Release.

3. **No Admission of Liability:** The Parties agree that nothing contained herein, and no action taken by any Party with respect to this Agreement, shall be construed as an admission of liability.

4. **Confidentiality:**

a. The Parties hereby agree that this Agreement, its terms, and all facts and information relating to the Dispute, including but not limited to the fact and amount of settlement thereof, shall be kept in the strictest confidence and shall not hereafter be disclosed to any person, unless required by law.

b. Notwithstanding the foregoing, the Parties may disclose information about this settlement: (a) to their attorneys, auditors, or accountants in the context of the attorney-client or accountant-client relationship; (b) to their tax advisors or to government tax authorities to the extent necessary to assist in the preparation or review of income tax returns; and (c) in response to any inquiry about this settlement or its underlying facts by any self-regulatory, local, state, or federal authority, or any other governmental body.

c. Upon either Party receiving an inquiry, subpoena, or court order to disclose information, that Party shall notify the other Party of this inquiry, subpoena, or court order, and shall take the necessary measures to preserve the confidentiality of this Agreement, and shall cooperate fully in any lawful effort to preserve the confidentiality of this Agreement.

d. The Parties understand and acknowledge that any breach of this provision shall constitute a breach of this Agreement.

7. **Entire Agreement:**

a. This Agreement constitutes the complete understanding between the Parties. No other promises, representations, or agreements shall be binding unless signed by these Parties.

b. This Agreement cannot be altered, amended, or modified in any respect, except by a writing duly executed by all Parties to the Agreement.

8. **Severability:** In the event that any court of enforcement authority determines that any provision of this Agreement is unenforceable, the provision at issue shall be enforced to the maximum extent permitted by law, and all other provisions shall remain in full effect.

9. **Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico without reference to its provisions regarding choice of law.

10. **Costs of Enforcement:** The Parties agree that if this Agreement is breached, the breaching Party shall save and hold harmless the non-breaching Party from any and all claims, costs, and expenses including, but not limited to, reasonable attorneys' fees incurred as a result of the breach.

11. **Execution in Counterparts:** It is understood and agreed that this Agreement may be executed in identical counterparts and may be transmitted by email or facsimile, each of which shall be deemed an original for all purposes.

12. **Authorization to Act:** The Parties warrant that they are authorized and empowered to execute this Agreement on their own behalf and on behalf of any person or entity for which they have signed the Agreement.

13. **Voluntary Act:**

a. The Parties acknowledge they have read this Agreement and agree to the terms as set forth.

b. The Parties acknowledge that they have had an opportunity to consult with legal counsel and any other advisers they wish of their own choice with respect to the contents hereof and are signing this Agreement of their own free will.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed the foregoing Mutual Release and Final Settlement Agreement.

Buyer Signature

Date

Seller Signature

Date