

## DEBT SETTLEMENT AGREEMENT

This Debt Settlement Agreement ("Agreement") is entered into as of the

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ , by and between:

Creditor:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Debtor:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

### RECITALS

WHEREAS, the Debtor is indebted to the Creditor in the amount of \$

\_\_\_\_\_ ("Original Debt"); and

WHEREAS, the Debtor and Creditor desire to settle the Original Debt under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein,

the parties agree as follows:

## 1. DEFINITIONS

1.1 "Settlement Amount" shall mean the total sum of \$

\_\_\_\_\_, which the Debtor agrees to pay to the Creditor as full satisfaction of the Original Debt.

1.2 "Payment Schedule" shall mean the agreed-upon timeline for payment of the Settlement Amount, as detailed in Section 2 below.

1.3 "Effective Date" shall mean the date on which this Agreement is fully executed by both parties.

## 2. PAYMENT TERMS

2.1 The Debtor agrees to pay the Settlement Amount to the Creditor according to the following Payment Schedule:

Payment Amount: \$ \_\_\_\_\_

Due Date(s): \_\_\_\_\_

2.2 All payments shall be made payable to the Creditor at the address specified above or any other address provided in writing by the Creditor.

2.3 Payments shall be made in U.S. currency and via a method acceptable to the Creditor.

## 3. RELEASE

Upon receipt of the full Settlement Amount, the Creditor agrees to release and discharge the Debtor from any further liability for the Original Debt. This release shall not apply to any

obligations arising under this Agreement.

#### 4. DEFAULT

4.1 In the event the Debtor fails to make any payment by the specified Due Date, the Creditor shall have the right to declare this Agreement null and void, and the Original Debt shall become immediately due and payable.

4.2 The Creditor shall provide written notice of default to the Debtor, and the Debtor shall have a period of ten (10) business days from the date of such notice to cure the default.

#### 5. TERMINATION

This Agreement shall terminate upon the payment of the Settlement Amount in full or upon default by the Debtor as described in Section 4.

#### 6. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the party at the address set forth above. Notices may also be sent via email to an address provided by the parties in writing.

#### 7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ . The parties consent to the exclusive jurisdiction of the courts located in \_\_\_\_\_ County, State of \_\_\_\_\_ .

## 8. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

## 10. AMENDMENTS

This Agreement may only be amended or modified by a written agreement signed by both parties.

## 11. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Creditor:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Debtor:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

NOTARY PUBLIC:

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_, by  
\_\_\_\_\_ and \_\_\_\_\_.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_