

STATE OF GEORGIA)
)
COUNTY OF _____)

SETTLEMENT AGREEMENT

This agreement entered into this ___ day of _____, _____, between _____, (hereinafter collectively referred to as the "First Party"), and _____, (collectively referred to as the "Second Party), provides as follows:

Whereas, Second Party filed a Lawsuit against _____, styled as follows: _____, Civil Action No. _____ (hereinafter "Lawsuit"); and

Whereas, both Parties acknowledge that there is a Policy of insurance which potentially provides coverage for the claims brought in the Lawsuit, that Policy being _____ Company Policy No. _____; and

Whereas, in exchange for \$10.00 and the additional consideration and mutual promises contained herein, the Second Party has and does hereby agree that they will fully release and forever discharge _____, individually, including his heirs, successors, executors, administrators, representatives and/or assigns, of and from all and any manner of action and actions cause and causes of action, suits, claims, controversies, trespasses, damages, and demands whatsoever, in law, or in equity, which Second Party ever had, now has, or which hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this agreement, and including, but not limited to, any cause of action arising out of the _____.

Whereas, in exchange for the consideration recited herein, the Second party has agreed that they will not seek to recover or collect any sum as against First Party, _____, its agents, employees, servants, representatives, and any person affiliated with, employed by, or having ownership interest in _____, **except, however**, the Second Party may seek to recover any funds available to First Party as indemnity under _____ Insurance Company Policy No. _____, **or any other available policies of insurance**, for the claims of Second Party in the Lawsuit, **it being the express intent of all Parties hereto** to enter into an agreement providing that Second Party shall limit their recovery to whatever Second Party may recover under the _____ Insurance Company Policy No. _____, **or any other available policies of insurance**, whether as a assignee of the benefits of this Policy or as a judgment creditor of First Party, _____; and

Whereas, _____ Insurance Company has not tendered a defense for the Lawsuit to the First Party, and has denied that _____ Insurance Company Policy No. ____ provides coverage for the claims raised in the Lawsuit; and

Whereas, First Party represents that it has timely, adequately, and properly made a demand upon _____ Insurance Company for coverage under the policy for this specific claim and _____ Insurance Company has denied coverage in writing sent to First Party and/or attorneys for First Party.

Now Therefore, based on the mutual covenants and promises set forth herein, the Parties hereby further agree as follows:

1. Second Party, on behalf of themselves, their heirs, executors, administrators, representatives, agents, servants, and attorneys, agree that in any continued pursuit of their claim for damages regarding _____, they shall only look to and make claim for any additional sums recoverable under Policy No. ____, or **any other available policy of insurance**, issued by ___ Insurance Company for the claims of the Second Party against First Party, _____.
2. Second Party further covenants and agrees not to collect, or attempt to collect, any judgment obtained in the Lawsuit from First Party, _____ or cause any judgment to be recorded against, executed upon, or otherwise levied against First Party, _____, its owners, agents, employees, servants, or any other individuals, partnerships, or others associated with, employed by, or having an ownership interest in First Party, _____, including but not limited to _____ for any claim arising from the incident described in the Lawsuit and expressly agrees to limit all recovery on any judgment in the Lawsuit or any claim arising from the incident described in the Lawsuit to any amounts recoverable against _____ Insurance Company Policy No. ____, or **any other available policy of insurance**. Nothing stated herein shall prevent Second Party from prosecuting garnishment proceedings against _____ Insurance Company, but in doing, the Second Party shall not permit any judgment against First Party, _____, to be recorded on the general execution docket.
3. In the event it is determined by a court of competent jurisdiction that Policy No. _____ issued by _____ Insurance Company, or **any other available policy of insurance**, provides no coverage for the claims of Second Party asserted in the Lawsuit, or other litigation arising from or related to the claims raised in the

Lawsuit, the Second Party agrees to execute a full and final release in favor of First Party, _____, for all claims raised in the Lawsuit.

4. Without limiting the generality of the foregoing, Second Party on behalf of themselves, their heirs, executors, administrators, servants, representatives, agents, and attorneys, covenant and agree not to collect any judgment obtained in the Lawsuit, from First Party, _____, but shall only look to and make for any sums recoverable under Policy No. _____ issued by _____ Insurance Company for the claims of the Second Party.
5. Second Party shall indemnify and hold harmless First Party, _____, its agents, employees, and servants, including without limitation Chuck Clemens, of and from any and all claims, demands, actions, judgments, of any nature whatsoever (including costs and reasonable attorney's fees for all proceedings, trials and appeals) which the Parties indemnified herein, may sustain relating to, or in any manner connected with any action taken by Second Party against _____ Insurance Company, or its agents, employees, affiliates, subsidiaries, predecessors, successors or assigns. However, the amount of indemnity shall be limited to the amount actually received by the Second Party. Additionally, the Second Party shall be sent notice by certified mail of any claim for contribution, indemnity or other claim made against the First Party which in any matter concerns the subject matter of the claim of the Second Party against the First Party. Additionally, the Second Party shall have the obligation to defend any claim of indemnity or contribution and shall have the right to consent to any indemnity payment, judgment or any other resolution of any indemnity, contribution or other claims brought against the First Party which in any manner concerns the subject matter of the claim of the First Party against the Second Party.
6. In the event that, after execution of this Agreement, _____ Insurance Company decides either to tender a defense to the First Party under Policy No. _____ issued by _____ Insurance Company, under a reservation of rights, First Party agrees to abide by the duties which Policy No. _____ imposes on its insured's.
7. Second Party does hereby fully release and forever discharge First Party, _____, including his heirs, successors, executors, administrators, representatives and/or assigns, of and from all and any manner of action and actions cause and causes of action, suits, claims, controversies, trespasses, damages, and demands whatsoever, in law, or in equity, which Second Party ever had, now has, or which

hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this agreement, and including, but not limited to, any cause of action arising out of the _____

8 First Party, _____, shall upon the execution of this Agreement, file a dismissal of its answer which it filed in the case known as _____, in the _____ Court of _____ County, Georgia, Civil Action No. _____.

9. First Party, _____, do hereby assign any causes of action they may have against _____ Insurance Co., including but not limited to any claims for bad faith, to the Second Party.

9. This Agreement is the entire agreement between the Parties. No representatives have been made, oral or written, other than those set forth herein. This Agreement may not be modified except by the express written agreement of all Parties to this Agreement. This Agreement shall be governed and construed by the laws of the State of Georgia.

10 First Party makes no representations or warranties as to the efficacy of this Agreement as to permit or to preserve any claim against _____ Insurance Company, Second Party expressly assuming the risk thereof. The invalidity of this Agreement to permit or preserve a claim against _____ Insurance Company by Second Party for those claims asserted in the Lawsuit shall not cause any other part or provision of this Agreement to be invalid.

This the _____ day of _____, _____.

By: _____

First Party, _____,

NOTARY

FIRST PARTY BUSINESS

By: _____

NOTARY

Second Party _____

NOTARY