

# SETTLEMENT AGREEMENT

With Release and Waiver

**NOTE:** This form is used by a broker when a dispute arises after a transaction has closed and negotiations resolve the claims made on the broker, to document the terms of the settlement and eliminate any further claims by that person.

**DATE:** \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.  
*Items left blank or unchecked are not applicable.*

**FACTS:**

1. This mutual release and waiver agreement pertains to the following transaction:

- 1.1  Purchase Agreement
- 1.2  Exchange Agreement
- 1.3  \_\_\_\_\_

1.2 dated \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California,

1.3 entered into by \_\_\_\_\_, as the Buyer, and

1.4 \_\_\_\_\_, as the Seller,

1.5 whose real estate brokers were:

Buyer's Broker \_\_\_\_\_ CalBRE # \_\_\_\_\_

Seller's Broker \_\_\_\_\_ CalBRE # \_\_\_\_\_

a. If an exchange was involved, the first and second parties to the exchange are here identified as the buyer and seller, respectively.

1.6 regarding real estate referred to as \_\_\_\_\_

1.7 Escrow Agent \_\_\_\_\_ Escrow Number \_\_\_\_\_

**AGREEMENT:**

2. A dispute has arisen between the undersigned principals and Broker regarding the above referenced transaction and property.

2.1 The undersigned principals hereby release Broker and each other broker involved, each other principal to the transaction, and their agents and assignees, from all claims of any kind, unknown or unsuspected, arising out of the transaction.

2.2 Broker agrees to perform the following for the principal:

pay cash in the amount of \$ \_\_\_\_\_ to \_\_\_\_\_

effect or pay for repairs or replacements to the property limited to \$ \_\_\_\_\_

\_\_\_\_\_

3. The principal waives any rights under Calif. Civil Code §1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

**I agree to the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_

Broker's Name: \_\_\_\_\_

CalBRE #: \_\_\_\_\_

Broker's Signature: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_

**I agree to the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_

Principal's Name: \_\_\_\_\_

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

Principal's Name: \_\_\_\_\_

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