

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (hereinafter referred to as “**Settlement Agreement**”) is entered into by the **Releasing Party** on the date hereinafter set forth. As used throughout this **Settlement Agreement**:

The “**Releasing Party**” shall refer to _____,
(husband and wife), and their agents, heirs, representatives, successors, assigns, and subrogees.

The “**Released Parties**” or “**Company**” shall refer to _____
(home inspection company) and its agents, employees, officers, directors, and any other affiliated persons or entities, and any and all other persons, firms or corporations, known or unknown.

The “**occurrence**” shall refer to an alleged incident that occurred in connection with an home inspection done by **Company** of the property located at _____
_____, the “**Property.**” The **occurrence** involved the pre-purchase inspection (Report ID _____) done on or about _____ of the Property. **Releasing Party** alleges that **Released Parties** failed to disclose certain defects regarding the Property, including, but not limited to the following (itemize to extent possible):

CONSIDERATION and RELEASE

In consideration of Released Parties refunding of the inspection fee previously paid by Releasing Party in the amount of \$_____, (and/or the payment of the sum of \$_____) the receipt and sufficiency of which is hereby acknowledged, the **Releasing Party** does hereby release and forever discharge the **Released Parties** of and from any and all claims, demands,

damages, actions, causes of action or suits of any kind or nature whatsoever, whether in tort, contract or pursuant to warranty, on account of any and all injury and damage to the Property or to the **Releasing Party**, including any and all other economic or non-economic injury or damage or loss or cost or expense of any kind that is in any way related to said injury and damage to property or which may in the future result from the **occurrence**.

The **Releasing Party** agrees that the payment of the consideration set forth hereinabove does not constitute any admission of liability by the **Released Parties**; but said payment does constitute a full and final settlement of, and shall forever preclude, any and all claims of any kind by the **Releasing Party** against the **Released Parties** on account of any and all injury and damage to property or to the person of the **Releasing Party**, including any and all other economic or non-economic injury or damage or loss or cost or expense of any kind that is in any way related to said injury and damage to the Property or the **Releasing Party** or relating to the **occurrence**.

INDEMNITY

The **Releasing Party** warrants and represents that they are the sole owners of the subject Property, and that they have full and complete legal and equitable authority to enter into this settlement and execute this **Settlement Agreement**; and it is agreed that the **Released Parties** shall not be required to make any further payments to **Releasing Party** or to any other person, or entity because of or relating to the **Releasing Party's** alleged injuries or damages as alleged; and therefore, the **Releasing Party** agrees to save, defend, indemnify and hold harmless the **Released Parties** from any and all claims or liens, or any other claims, demands, actions or causes of action of any kind or nature, whether now known or unknown, that may hereafter be asserted against the **Released Parties** by any person, insurer or entity, whether claiming in their own right

or claiming directly or indirectly on behalf of the **Releasing Party**, in any way arising out of or relating to the injuries and damages alleged to the Property or to the **Releasing Party**; and this indemnity obligation shall include indemnification of any and all costs, expenses and attorney fees which may be incurred by the **Released Parties** to defend any such claim.

MISCELLANEOUS

This **Settlement Agreement** contains the entire agreement between the **Releasing Party** and the **Released Parties** with regard to the matters set forth herein; and the **Releasing Party** acknowledges and agrees that they have completely read and fully understands and voluntarily accepts all the terms of this **Settlement Agreement**; and that this **Settlement Agreement** shall be governed by and construed in accordance with the law of Kentucky.

Signed, entered into and witnessed this _____ day of _____,
2____.

RELEASING PARTY

Witness

RELEASING PARTY

Witness