

RELEASE AGREEMENT – FULL AND FINAL

Miami Valley Fair Housing Center, Inc., (hereinafter, the “Undersigned”), being of lawful incorporation, for itself and for its heirs, executors, administrators, successors, assigns, agents, representatives, and beneficiaries, for sole consideration of *Four Thousand Nine Hundred Seventy Two Dollars and NO/100’s (\$4972.00)* to be paid as agreed herein do/does hereby release, acquit and forever discharge The Carillon House and Hallmark Specialty Insurance Company (“Company”) and each of their current, past or present heirs, spouses, successors, predecessors, assigns, executors, administrators, representatives, members, principals, partners, partnerships, shareholders, corporations, parent corporations, subsidiary corporations, employees, employers, officers, directors, insurers, reinsurers, beneficiaries, trustees, trusts, agents, attorneys, and related persons and entities, and each of them (hereinafter, the “Released Parties”) of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the Undersigned now has/have or may hereafter accrue on account of or in any way growing out of the occurrence on or about April 2020 at Dayton, Ohio (hereinafter, the “Subject Incident”), including, but not limited to, any and all known and unknown bodily injuries, personal injuries, property damage, and all other claims resulting from or as a result of the Subject Incident, unless specifically excepted herein.

Payment of the agreed consideration shall be made by the Releasing Parties within fifteen (15) days of the delivery of this Release Agreement to Company. The payment shall be sent by overnight mail or wire to:

Jim McCarthy, President/CEO
Miami Valley Fair Housing Center, Inc.
505 Riverside Drive
Dayton, OH 45405-4619

It is understood and agreed that this settlement agreement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the Released Parties, and that the Released Parties deny liability therefore and intend merely to buy their peace.

It is further understood and agreed that as further consideration of the payment of the settlement herein, the Undersigned shall indemnify and hold the Released Parties harmless from any claims, demands or liens of any service provider (i.e., a storage company, packaging company, or moving company, medical service provider, or attorney) entitled to a lien for professional services performed for the benefit of the Undersigned arising out of the Subject Incident, or charges made for treatment or services provided and goods and materials furnished to the Undersigned related to or arising out of the Subject Incident, and from any claims, demands or liens of any state or governmental agency, and from any claims, demands or liens provided for or allowable under the laws, rules and regulations of the government of the United States of America; This indemnity and

hold harmless shall include, but is not limited to, the defense of all claims, demands, liens or lawsuits, as well as the payment of any and all attorney's fees and costs associated with the defense.

The Undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the Undersigned, and that this agreement contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not mere recitals.

Each party hereto shall bear his/her/its own respective attorney's fees and costs arising from the actions of his/her/its counsel in connection with the ***Complaint***, this agreement, and the matters and documents referred to herein and all related matters ***and the filing of a Dismissal of the Complaint with prejudice***. Undersigned shall file the Dismissal of the Complaint with prejudice within five (5) days of receipt of the consideration referred to above.

In the event that any term or provision of this agreement contradicts any term or provision of any other document, instrument or agreement between the parties, and each of them, the terms of this agreement shall control.

In the event that any provision of this agreement shall be found to be invalid, illegal or otherwise unenforceable, such provision shall be severable from all other provisions of this agreement, and the validity, legality and enforceability of the remaining provisions of this agreement shall not be adversely affected or impaired, and shall thereby remain in full force and effect.

The Undersigned represents and warrants that no other person or entity has had any interest in the claims, demands, obligations, or causes of action referred to in this agreement except as otherwise set forth herein and that the Undersigned has the sole right and exclusive authority to execute this agreement and receive the sums specified herein and that the Undersigned has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands obligations, or causes of action referred to in this agreement.

No provision hereof may be waived unless in writing, signed by the Undersigned and Released Parties. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This agreement may only be modified or amended by written agreement executed by the Undersigned and Released Parties.

The Undersigned hereby declares that it has received information, either through its own attorney or the sources of its own selection, so as to be able to intelligently make judgment whether to enter into this agreement.

The Undersigned further states that it has read this agreement in its entirety, prior to executing this document, and that the Undersigned has executed this agreement voluntarily, with competence and capacity, and understands the legal effects of this agreement.

This agreement is intended to be enforceable and binding on the Undersigned and the Releasing Party. In the event that any provision of this agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity or enforceability of the remaining provisions shall not be affected and shall remain in full force and effect.

This agreement may be executed in counterparts, each of which shall be deemed and original. Signatures exchanged via electronic means or via facsimile shall have the same force and effect as original signatures.

The terms of this Agreement shall be construed and enforced in accordance with the laws of the State of **Ohio**.

The Releasing Party acknowledges that this Agreement, which shall become effective upon its execution, reflects the entire agreement of the parties and supersedes all prior or contemporaneous oral or written understandings, statements, or promises, that no promise, inducement, or agreement not herein expressed has been made, and that the terms herein are contractual and not mere recitals.

For the same consideration, the undersigned does hereby agree that it will never file any suit or proceeding or take any legal or equitable action or do anything whatsoever to attempt to recover any money amount from the Released Parties for damages whether known or unknown, suspected or unsuspected, arising from or in any way growing out of the above referenced claims.

THE UNDERSIGNED FURTHER STATES THAT IT HAS CAREFULLY READ THE FOREGOING RELEASE AND KNOW THE CONTENTS THEREOF, AND THE UNDERSIGNED SIGN THE SAME AS ITS OWN FREE ACT.

Signed, sealed and delivered this 15th day of July, 2020, at Dayton, Ohio.

CAUTION: READ BEFORE SIGNING
Miami Valley Fair Housing Center, Inc.
by Jim McCarthy, President/CEO

Print


Sign

Print

Sign

On this 15th day of July, 2020 before me personally appeared Jim McCarthy to me known to be the person(s) who executed the same as his/her free act and deed.

Notary Public: Miranda Wilson



MIRANDA WILSON, Notary Public
In and for the State of Ohio
My Commission Expires Mar 9, 2021