

SUBCONTRACTOR INVOICE DISPUTE SETTLEMENT AGREEMENT

This Subcontractor Invoice Dispute Settlement Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

Contractor: _____, with a principal place of business at _____ (hereinafter referred to as the "Contractor"),

And

Subcontractor: _____, with a principal place of business at _____ (hereinafter referred to as the "Subcontractor").

The Contractor and the Subcontractor may collectively be referred to as the "Parties" or individually as a "Party."

Recitals

WHEREAS, the Parties entered into a subcontract agreement dated _____ (the "Original Subcontract") for the performance of work related to the project known as _____;

WHEREAS, the Subcontractor issued the following invoice(s) for work performed under the Original Subcontract (the "Disputed Invoice(s)");

- Invoice No. _____ dated _____ in the amount of \$ _____
- Invoice No. _____ dated _____ in the amount of \$ _____
- Invoice No. _____ dated _____ in the amount of \$ _____

WHEREAS, the Contractor has disputed the amounts billed in the Disputed Invoice(s); and

WHEREAS, the Parties desire to compromise, settle, and fully resolve the dispute regarding the Disputed Invoice(s) and any related claims, without admitting any liability, under the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Settlement Payment:** The Contractor agrees to pay the Subcontractor, and the Subcontractor agrees to accept, the total sum of \$ _____ (the "Settlement Amount") as full, final, and complete satisfaction of the Disputed Invoice(s).
2. **Payment Terms:** The Settlement Amount shall be paid by the Contractor to the Subcontractor in accordance with the following schedule:

3. **Release and Discharge:** Upon receipt of the full Settlement Amount, the Subcontractor, on behalf of

itself and its successors, hereby fully releases, acquits, and forever discharges the Contractor, its officers, directors, employees, agents, and insurers, from any and all claims, demands, liabilities, or causes of action arising out of or relating to the Disputed Invoice(s) and the work associated therewith.

4. **Mutual Release:** Except for the obligations created by this Agreement, each Party releases and discharges the other Party from any and all claims, demands, and liabilities arising directly from the specific invoice dispute described herein.
5. **No Admission of Liability:** This Agreement is a compromise of a disputed claim, and neither the execution of this Agreement nor the payment of the Settlement Amount shall be construed as an admission of liability, fault, or wrongdoing by either Party.
6. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of laws principles.
7. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding the resolution of the Disputed Invoice(s) and supersedes all prior discussions, negotiations, or understandings, whether written or oral, related to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

SUBCONTRACTOR:

Authorized Signature

Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____