

DISPUTED BILLING SETTLEMENT AGREEMENT

This Disputed Billing Settlement Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 20____, by and between:

Contractor: _____

Address: _____

and

Subcontractor: _____

Address: _____

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

RECITALS

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

WHEREAS, a dispute has arisen between the Parties regarding certain invoices issued by the Subcontractor, specifically Invoice Number(s) _____ dated _____, in the total disputed amount of \$ _____ (hereinafter the "Disputed Billing"); and

WHEREAS, the Parties desire to compromise, settle, and fully resolve the Disputed Billing and all related claims arising therefrom without the necessity of litigation or further dispute resolution procedures, under the terms and conditions set forth below.

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:

TERMS & CONDITIONS

1. **Settlement Amount:** The Contractor agrees to pay, and the Subcontractor agrees to accept, the lump sum of \$ _____ (the "Settlement Payment") as full, final, and complete satisfaction of the Disputed Billing.
2. **Payment Schedule:** The Settlement Payment shall be paid by the Contractor to the Subcontractor within _____ days of the full execution of this Agreement by both Parties. Payment shall be made via _____.
3. **Release and Discharge:** Upon receipt and clearance of the Settlement Payment, the Subcontractor, on behalf of itself and its successors, hereby fully releases, acquits, and forever discharges the Contractor, its officers, directors, agents, employees, and sureties, from any and all claims, demands, liabilities, or causes of action arising directly or indirectly out of, or in any way connected to, the Disputed Billing.
4. **No Admission of Liability:** This Agreement is a compromise of a disputed claim and does not constitute, nor shall it be construed as, an admission of liability, fault, or wrongdoing by either Party.
5. **Confidentiality:** The Parties agree to keep the terms and conditions of this Agreement strictly confidential, except as may be required by law, accounting standards, or to enforce the terms of this Agreement.
6. **Governing Law:** This Agreement shall be construed, interpreted, and governed by the laws of the State of _____, without regard to its conflict of law principles.
7. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties concerning the resolution of the Disputed Billing and supersedes all prior discussions, negotiations, or agreements written or oral. No modification to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Disputed Billing Settlement Agreement as of the date first written above.

CONTRACTOR:

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

By: _____

Title: _____

Date: _____