**Debt Settlement Agreement Template**

This Debt Settlement Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement between [COMPANY] having its principal place of business at [ADDRESS] (the “Debtor”), and [COMPANY] having its principal place of business at [ADDRESS] (the “Creditor”) who agrees to be bound by this Agreement.

WHEREAS, the Debtor is indebted to the Creditor in the amount of [WRITTEN DEBT DOLLAR AMOUNT] dollars ($[NUMERICAL DOLLAR AMOUNT]) (the “Debt”); and

WHEREAS, the Debtor wishes to settle the Debt in full according to the terms of this Debt Settlement Agreement.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Debtor and the Creditor (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. **ACKNOWLEDGMENT OF DEBT**. The Debtor agrees and acknowledges that it is indebted to the Creditor in the full amount of the Debt.
2. **SETTLEMENT AMOUNT**. The Creditor agrees to accept from the Debtor, payment amount of [WRITTEN SETTLEMENT DOLLAR AMOUNT] Dollars ($[NUMERICAL DOLLAR AMOUNT]) as full repayment of the Debt outstanding to the Creditor at the date hereof, subject to the terms and conditions of this Agreement. Payments shall be made according to the schedule attached hereto as Exhibit A (the “Settlement Payments”).
3. **TIME IS OF THE ESSENCE**. The Parties agree and acknowledge that time is of the essence with regard to the Debt Settlement Payments.
4. **NO MODIFICATION UNLESS IN WRITING**. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
5. **FULL INTEGRATION**. This Debt Settlement Agreement supersedes any prior agreements, understandings, or negotiations, whether written or oral.
6. **FURTHER ASSURANCES**. The Parties shall make any further assurances as may be necessary to implement and carry out the intent of this Agreement.
7. **VENUE**. This Debt Settlement Agreement and the interpretation of the terms herein shall be governed by and construed in accordance with the laws of the State of [STATE]. The Parties irrevocably submit to the exclusive jurisdiction of the federal and state courts located in [COUNTY] County, [STATE].

IN WITNESS WHEREOF, each of the Parties has executed this Debt Settlement Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

[DEBTOR NAME]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME], [TITLE]                                        DATE

[CREDITOR NAME]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME], [TITLE]                                        DATE

**EXHIBIT A**

**PAYMENT SCHEDULE**

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| --- | --- |
| DUE DATE | AMOUNT |
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