

SETTLEMENT AGREEMENT

WHEREAS Seattle Property Management Associates, LLC is the property manager for the owner of rental property (hereinafter known collectively, along with all owners, directors, managers, employees and agents of the owner, Seattle Property Management Associates, LLC and the My Party, LLC, as “Management”), located 3617 Woodland Park Avenue North, Seattle, Washington; and

WHEREAS [REDACTED] (hereinafter collectively as “Resident”) is currently renting unit [REDACTED], under a lease agreement at said property; and

WHEREAS on Friday, February 25, 2022, a fire broke out in another resident’s unit that was not the result of any action or inaction by management. The fire destroyed the subject matter of the lease agreement and it is not possible to repair. Management is offering a mutual lease termination to all residents who have had property affected by the fire.

WHEREAS Management alleges that it has acted in accordance with its obligations under the lease and law, and admits no liability; and

WHEREAS both sides wish to settle this matter amicably,

THEREFORE by their respective signatures below the Resident and Management do hereby agree to the following:

The Parties agree to mutually terminate the lease agreement as of February 24, 2022. Neither resident nor Management shall owe any performance under the lease contract after this date as the subject premises of the contract has been destroyed. Resident shall have until 3pm on March 5, 2022 to remove any belongings from the unit. Resident agrees that any items remaining after 3pm on March 5, 2022 shall be deemed abandoned and may be disposed of by management as they see fit. Management shall fully refund the Resident’s security deposit.

All parties agree that the above actions taken by Management constitute a full and complete settlement and a full discharge of any liability for any and all claims, known and unknown, suspected or unsuspected, that Residents, or any guests, invitees or licensees, or any other person or entity acting on Residents’ behalf or on any subrogation of rights, have or may have in the future against all entities comprising the Management and its owners, individual officers, agents, employees, attorneys, partners, members, principals, successors, heirs, devisees, legatees, assignees, directors and shareholders, including but not limited to added utility costs, inconvenience, loss of use of the apartment, personal property damages, lost wages and time, and any possible health claims, or discrimination claims that the Resident may believe stems from or are related in any way to residency the property at 3617 Woodland Park Avenue North.

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Settlement

All parties agree that the terms of this settlement are confidential and are not to be disclosed to any party, person, individual, entity, or organization not signing this agreement. Resident shall make no disparaging remarks regarding this incident or Management to any person or entity, including any postings on any internet site, including but not limited to Facebook, Yelp, ApartmentsRating, Kingsley, Zillow, Google, etc., and shall, within 4 business days of the signing of this Settlement Agreement, remove any such postings that pre-date this Settlement Agreement from any and all internet sites. If Management learns that Resident has disclosed the terms of this settlement to any third party, it shall immediately and irreversibly revoke the compensation granted under this agreement and may immediately charge Resident for repayment of those amounts owing, and shall be entitled to enforce that action through litigation, and shall be entitled to disclose the contents of this agreement in any action to enforce the terms of this agreement.

This is the entire agreement and the terms of this agreement shall control over any other verbal or written agreement or statement made by any of the parties or by any person or entity acting on behalf of any of the parties. All terms of this agreement were negotiated by the parties and no terms of this agreement shall be construed in favor of or against any of the parties. The terms of this agreement shall not be modified except in writing signed by all of the parties. In any action to enforce the terms of this agreement, the prevailing party provisions of the rental agreement shall apply.

Seattle Property Management Associates, LLC and Owner

By: _____ Agent Date

_____ Resident Date

_____ Resident Date

_____ Resident Date

