

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into by and among Matchbook Creative, Inc., hereinafter referred to as (“Matchbook”), located at 1317 N. Pennsylvania St., Indianapolis, IN 46202, and the Greenfield Board of Public Works and Safety, hereinafter referred to as (“BOW”), located at 10 S. State St., Greenfield, IN. Matchbook and BOW are hereinafter sometimes referred to jointly as the “Parties”:

WHEREAS, Matchbook and BOW have heretofore entered into a long-term website maintenance purchase order dated March 26, 2019 and a long-term social media maintenance purchase order also dated March 26, 2019, by virtue of which Matchbook was to provide certain services relating to the hosting, maintenance, and social media purchases for a specific website; and

WHEREAS, various disputes have arisen between the parties related to the nature and quality of the performance of Matchbook’s contractual obligations to the BOW; and

WHEREAS, the aforementioned contracts were officially terminated by the BOW on or about December 26, 2019 pursuant to the termination provisions contained within said contracts; and

WHEREAS, the Parties, in order to amicably resolve all disputes and avoid incurring the cost of litigation, have reached a full and final compromise and settlement of all matters, disputes, controversies, causes of action, claims, invoices, contentions and differences, whether known or unknown between and/or among them.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, Matchbook and BOW agree and covenant as follows:

1. The above stated Recitals are hereby incorporated by reference as if fully restated herein and are made a binding part of this Agreement.

2. Upon execution of this Agreement by the Parties hereto, the BOW shall pay Matchbook a lump sum in the amount of Ten Thousand Dollars (\$10,000.00).

3. Upon the occurrence of the lump sum payment set forth above and upon the execution of this Agreement by the Parties, Matchbook, on behalf of itself, members, stockholders, directors, officers, employees, agents, representatives, successors and assigns, does hereby RELEASE AND DISCHARGE, absolutely and forever, the BOW, the City of Greenfield, Indiana, the Greenfield-Central Community School Corporation, NineStar, Inc., and Hancock Regional Hospital, as well as all of their officers, elected officials, employees, agents, attorneys, stockholders, members, successors and assigns, from any and all claims, demands, invoices, damages, actions and causes of action, whether known or unknown and unanticipated, which have resulted in or may in the future develop from or are in any way related to the materials and services to be provided by Matchbook pursuant to the aforementioned contracts. The intent of this Agreement and Release is to forever settle all issues arising from or related to the disputes that have arisen between Matchbook and BOW and this release expresses a full and complete settlement of all liability claimed and denied, known or unknown, now or in the future, regardless of the adequacy of the consideration, and shall not operate as an admission of liability, facts or damages on the part of any of the Parties.

4. Matchbook and BOW understand, acknowledge, and agree that the payment made pursuant hereto is made and accepted in full accord and satisfaction of or in compromise of disputed and alleged claims or causes of action for the sole purpose of terminating this dispute and to avoid litigation between the Parties. This Agreement shall not serve as any admission of liability by any of the Parties hereto, or a precedent upon which liability may be based.

5. Upon execution of this Agreement and Release, the BOW on behalf of the City of Greenfield, Indiana, its administrators, elected officials, officers and agents, does hereby RELEASE AND DISCHARGE, absolutely and forever, Matchbook and its agents, successors, assigns, employees, officers, members, directors, and attorneys, from any and all claims, demands, damages, actions and causes of action, whether known or unknown and unanticipated, which have resulted, or may in the future develop from, or are in any way related to the provisions of materials and services provided by Matchbook under the aforementioned contracts.

6. The parties hereto acknowledge, covenant and agree that each of them has read this Agreement and understand its terms, including the legal consequences thereof, and that in offering to make, executing and delivering this Agreement, neither party was acting under any duress, undue influence, misapprehension or misrepresentation by any party hereto or any agent, attorney or representative of any party and that this Agreement was made, executed and delivered as the free and voluntary act of each party and was given in good faith on the part of each party with full knowledge of all relevant facts and circumstances.

7. The undersigned persons represent that they are authorized by their respective entity to execute this Agreement and accept full responsibility therefore.

8. This Agreement reflects the entire agreement between the Parties and any statements or promises made by or on behalf of any party not contained herein shall not be binding.

9. This Agreement shall be governed by the laws of the State of Indiana and shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

10. This Agreement shall be effective when signed by the Parties identified below and full payment required hereby is made to Matchbook.

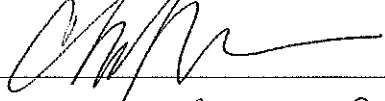
11. This Agreement may be executed in multiple counterparts, all of which when combined shall constitute one original document.

12. This Agreement and any documents executed pursuant to this Agreement are the result of negotiations among the Parties hereto. Accordingly, no provision of this Agreement shall be construed for or against either party hereto on the basis of authorship of the Agreement.

13. The terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms, or as shall be required pursuant to court order, the Indiana Access to Public Records Act, or other applicable law. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement and Mutual Release on the dates set forth below:

MATCHBOOK CREATIVE, INC.



Date: 2.6.20

By: Christy Goreman, President

Office: Matchbook Creative

GREENFIELD BOARD OF PUBLIC WORKS
AND SAFETY

Glenna Shelby

Date: _____

Katherine Locke

Date: _____

Kelly McClarnon

Date: _____

Larry Breese

Date: _____

Mayor Chuck Fewell

Date: _____

Attest:

Lori Elmore, Clerk-Treasurer

Date: _____

