**Release Agreement**

Whereas the {{ client\_identifier }} {% if client\_plural %}are {% else %}is {% endif %} the owner of {{ release.service\_address }} (the “Property”),

{%p if equipment\_removed %}

And whereas **{{ release.company }}**, an Ontario corporation with its principal address at {{ release.company\_address }} (the “Company”) was the owner of the {{ release.equipment }} formerly installed at the Property (the “Equipment”) which was leased to the {{ client\_identifier }},

{%p else %}

And whereas **{{ release.company }}**, an Ontario corporation with its principal address at {{ release.company\_address }} (the “Company”) is the owner of the {{ release.equipment }} installed at the Property (the “Equipment”) which {% if equipment\_plural %} are {%else%} is {%endif%}leased to the {{ client\_identifier }},

{%p endif %}

Whereas the Company{% if other\_companies\_sued %}, {{ other\_companies }},{% endif %} andthe {{ client\_identifier }}(collectively the “Parties”) are parties to a property damage dispute with regards to water damage caused by the Equipment or by the manner of its installation (the “Dispute”),

{%p if subrogated\_claim %}

And whereas {{ insurer }} is subrogated to all rights of recovery of the Client and has brought an action in the name of the insured to enforce to enforce those rights,

{%p endif %}

And whereas the Parties have agreed to a full and final settlement of the Dispute{% if (release.payment|int) > 0 %} upon payment by the Company of {{ "${:,.2f}".format(release.payment |int) }} to the {{ client\_identifier }}{%endif%},

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the {{ client\_identifier }} {% if client\_plural %} covenant and agree {% else %} covenants and agrees {% endif %}as follows:

1. **Release by the {{client\_identifier}}.** The {{client\_identifier}} and their agents, servants, assigns, heirs, executors, and administrators, if applicable, hereby releases, remises and forever discharges the Company and its officers, directors, employees, agents, servants, successors assigns, affiliates, related entities and associated companies{%if other\_companies\_sued %} including {{ other\_companies }},{% endif %} of and from any and all actions, counter-claims, causes of action, contracts, covenants, whether expressed or implied, claims, whether statutory or otherwise, and demands for damages, indemnity, contribution, costs, interest, loss or harm of any nature and kind whatsoever, whether at law or in equity, and howsoever, arising, which the {{client\_identifier}} may heretofore have had, may now have or may hereinafter have, and all effects and consequences thereof, including, and without restricting the generality of the foregoing, all claims which are asserted or could have been asserted in respect of the Dispute.
2. {%p if release.lawsuit %}
3. **Settlement of Lawsuit.** For greater certainty, the releases herein include all matters which were or which could have been raised in the Action commenced in the {% if release.small\_claims %}Ontario Small Claim Court {% else %}Ontario Superior Court of Justice {% endif %}at {{ release.court\_location }} with Court File Number {{ release.court\_file\_number }}. The {{client\_identifier}} shall forthwith take the necessary steps to have the Action discontinued or dismissed.
4. {%p endif %}
5. **Full and Final Release.** Without limiting the generality of the foregoing, the Parties agree that the intent of this Release is to fully conclude the Dispute between the Parties and to release the releasees from all dealings or transactions in connection with the facts and subject matter of the Dispute, including claims which the Parties do not know or suspect to exist at the time of executing this Release. {%if not equipment\_removed %}For greater certainty, nothing herein releases the Company from its ongoing obligations under the continuing lease of the Equipment.{% endif %}
6. **{%p if release\_assigned %}**
7. **Ongoing Lease Not Released.** For greater certainty, the Dispute and the claims released with respect to the Dispute do not include any obligations arising with respect to the Client’s water heater lease assigned to Reliance Home Comfort.
8. **{%p endif %}**
9. **{%p if subrogated\_claim %}**
10. **Release of Subrogated Claim.** {{ insurer }} concurs in the Release given by the Client.
11. **{%p endif %}**
12. **Advice of Counsel.** The {{client\_identifier}} {%if client\_plural %}have{% else %}has{% endif %} had an opportunity to carry out its own investigation of the facts relating to the Dispute and obtain independent legal advice in respect thereof. The {{client\_identifier}} fully {%if client\_plural %}understand{% else %}understands{% endif %} that if any fact with respect to any matter covered by this Release is found hereafter to be other than, or different from the facts now believed by it to be true, the {{client\_identifier}} expressly accepts and assumes the risk of the possible differences in facts and agrees that this Release shall be and remain effective notwithstanding the difference in facts.
13. **Entire Agreement.** This Release constitutes the entire agreement pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.
14. **Governing Law.** This Release is to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The {{client\_identifier}} hereby irrevocably {%if client\_plural %}attorn{% else %}attorns{% endif %} to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Release.
15. **Confidentiality.** The {{client\_identifier}} {%if client\_plural %}agree{% else %}agrees{% endif %} that all information relating in any way to the Dispute, its settlement or this Release shall be kept in strict confidence and shall not be disclosed to any person, organization, agency or body corporate, whether public or private, except only such disclosure as may be made to insurers or legal and accounting advisors, and in particular, shall not be disclosed to any of the Company’s customers, business partners or suppliers, as applicable.
16. **No Claims for Contribution or Indemnity.** The {{client\_identifier}} {%if client\_plural %}agree{% else %}agrees{% endif %} not to make, or in any way assist in the making of, any claim or take any proceeding whatsoever against any other person, firm or corporation who/which might claim contribution or indemnity from any person discharged by this Release with respect to the subject matter hereof.

*(signature page follows)*

1. **Execution.** This Release may be transmitted in electronic form with such transmission deemed to be an original.

In witness whereof, the The {{client\_identifier}} {%if client\_plural %}have{% else %}has{% endif %} hereby executed his Release effective as of {{ release.effective\_date }}.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| {%tr for c in release.clients %} |  |  |
|  |  |  |
|  |  | {{ c.name }}  {%p if c.is\_represented %}  by {{ c.pronoun\_possessive("attorney") }} {{ c.attorney }}  {%p endif %} |
| {%tr endfor %} |  |  |

{%p if subrogated\_claim %}

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  | {{ insurer }}  Per:  *I have authority to bind the insurer* |

{%p endif %}