

COMPROMISE & SETTLEMENT PURCHASE ORDER

This Compromise and Settlement Purchase Order, ("Purchase Order"), is entered into as of the date printed on the front of this Purchase Order and is effective upon receipt of payment issued pursuant to this Purchase Order ("Effective Date"). Execution of this Purchase Order by the City of Houston ("City") and Contractor, a company authorized to do business in the State of Texas and whose name is stated below, constitutes a full and final settlement of Contractor's claim which is a binding contract between City and Contractor upon the terms and conditions described herein.

Recitals

1. Contractor claims that, at the request of City, Contractor provided the goods and/or services described on the front of this Purchase Order, ("Alleged Services");
2. Because at the time that the Alleged Services were claimed to have been performed or provided, there was no contract between the City and Contractor regarding the Alleged Services, a dispute has arisen regarding the reasonable value of the Alleged Services and the City's liability, if any, to compensate Contractor regarding the Alleged Services ("Dispute"); and
3. Contractor and City are aware of the hazards, expense and uncertainties of litigation and desire to compromise and settle any and all claims which Contractor may have against the City regarding the Alleged Services if any, and/or the Dispute.
4. In recognition of good and valuable consideration, the sufficiency of which is hereby acknowledged by all parties to this Purchase Order, the parties hereby agree to the terms set forth below.

City's Agreement

City agrees to pay to Contractor the total sum printed on the front of this Purchase Order as full and final settlement of all claims that Contractor may have against the City regarding the Alleged Services and/or the Dispute.

Contractor's Agreements and Warranties

1. Contractor agrees to accept the total sum printed on the front of this Purchase Order in full satisfaction of all claims that it may have against City regarding the Alleged Services and/or the Dispute.
2. **Contingent only upon payment being received following execution of this Purchase Order, Contractor does, for and on behalf of itself, its officers, directors, managers, partners, shareholders, members, agents, servants, employees, successors, and assigns, hereby RELEASE, RELINQUISH, ACQUIT, and FOREVER DISCHARGE City, its elected and appointed officials, its agents, servants, employees, successors and assigns, and all affiliated persons and entities, of and from any and all claims and causes of action, at law and in equity, known and unknown, which it has or may have against City, in any way arising out of, relating to or touching upon the Alleged Services and/or the Dispute, as a result of any act, omission, event or occurrence from the beginning of the world to the Effective Date of this Purchase Order.**
3. Contractor warrants that it is the sole owner of the claims and causes of action being released by it in these documents and that no other parties own any interest whatsoever in such claims or causes of action; and
4. Contractor warrants that issuance of this Purchase Order and acceptance of payment following the execution of this Purchase Order constitutes acceptance of the compromise and settlement terms stated herein.
5. **CONTRACTOR DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND, (INCLUDING ATTORNEY'S FEES, COURT COSTS AND LITIGATION EXPENSES), AND TO HOLD CITY HARMLESS, OF, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, JUDGMENTS, FINES, PENALTIES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, LIABILITIES AND CAUSES OF ACTION, KNOWN AND UNKNOWN, AT LAW AND IN EQUITY, IN CONTRACT, IN TORT, UNDER STATE OR FEDERAL STATUTES OR PURSUANT TO CITY'S CHARTER OR THE TEXAS OR UNITED STATES CONSTITUTIONS, INCLUDING, BUT NOT LIMITED TO CLAIMS ARISING OUT OF THE ACTUAL OR ALLEGED INTENTIONAL CONDUCT, SOLE NEGLIGENCE, OR GROSS NEGLIGENCE OF CITY, OR THE ACTUAL OR ALLEGED STRICT, CONSTITUTIONAL OR STATUTORY LIABILITY OF CITY, INCLUDING ITS AGENTS, SERVANTS, EMPLOYEES AND/OR ITS ELECTED AND/OR APPOINTED OFFICIALS), ACCRUING IN ANY WAY TO CONTRACTOR, ARISING OUT OF, RELATING TO OR TOUCHING UPON THE ALLEGED SERVICES AND/OR THE DISPUTE, INCLUDING BUT NOT LIMITED TO ANY CLAIMS MADE BY ANY OF CONTRACTOR'S SUBCONTRACTORS AND/OR SUPPLIERS AND OR BY ANY OTHER PERSON CLAIMING BY, THROUGH AND/OR UNDER CONTRACTOR.**

Disclaimer

It is expressly understood and agreed by and between the parties to this Purchase Order that this is a settlement of doubtful and disputed claims, and that the issuance of this Purchase Order does not in any way, constitute any admission of liability on the part of any party to this Purchase Order, but that all parties to this Purchase Order expressly disclaim any liability, concerning the claims being settled herein.

Headings

The headings, captions, and arrangements used in this Purchase Order are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Purchase Order, nor to affect the meaning thereof.

Governing Law

This Purchase Order is being executed and delivered, and is intended to be performed in Houston, Texas, and the Charter and the Ordinances of the City of Houston, Texas, and the laws of the State of Texas and of the United States of America, shall govern the rights and the duties of the parties hereto and the validity, construction, enforcement and interpretation of this Purchase Order.

Severability

If any provision of this Purchase Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Purchase Order shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

Entire Agreement

This Purchase Order embodies the entire agreement between the parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed jointly by a duly authorized officer or agent of each of the parties. The terms of this instrument are contractual and are not mere recitals, and the undersigned specifically represent that the contents and effects hereof are fully and completely agreed to and understood.

Interpretation

This Purchase Order shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Purchase Order.

("Contractor")

ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):

(Name of Company or Corporation)
Signed by:
Title:

Name:
Title: