

## PROPERTY DAMAGE RELEASE AND SETTLEMENT AGREEMENT

Claim Number 2011-TXE02148 Date of Loss 3/4/2011

"Claimant" shall collectively mean (COUNTY OF HIDALGO) and his/her respective heirs, executors, administrators, personal representatives, successors and assigns. "Defendants" shall collectively mean Endeavor General Agency, LLC, and Old American County Mutual Fire Insurance Company and their respective heirs, spouses, executors, administrators, personal representatives, agents, servants, employees, officers, directors, shareholders, insurers, representatives, subsidiaries, parent companies, associated entities, attorneys, successors and assigns.

In consideration of \$884.00, Claimant hereby releases and forever discharges Defendants from any and all past, present, or future claims for any and all property related damages sustained to his/her vehicle that Claimant has or claims to have, arising out of the incident which occurred on or about MARCH 4,2011 in HIDALGO County, Texas, (hereinafter referred to as "the Occurrence").

Claimant understands and agrees that this property damage settlement is not be considered an admission by any party hereto of any liability or wrongdoing, but rather the compromise of disputed claim. Defendants expressly deny any liability or wrongdoing.

Claimant understands and agrees that this settlement is a full release and discharge of claims and/or causes for property damages to a 2003FORD CROWN VICTORIA VIN# 2FAFP71W83X156199 including but not limited to rental car expenses, storage expenses, wrecker expenses, diminution in value, loss of use, attorneys' fees, exemplary damages, prejudgment and post-judgment interest, court costs or other expenses of litigation, and claims for any other element of loss or damage to his/her vehicle recoverable under law.

**FOR THE AFORESAID CONSIDERATION, CLAIMANT WAIVES ANY RIGHTS HE/SHE MAY HAVE TO ASSERT IN THE FUTURE REGARDING ANY CLAIMS RELATED TO PROPERTY DAMAGE (ARISING FROM THE OCCURRENCE) NOT NOW KNOWN OR SUSPECTED EVEN THOUGH, IF SUCH CLAIMS WERE KNOWN, SUCH KNOWLEDGE WOULD MATERIALLY AFFECT THE TERMS OF THIS SETTLEMENT AGREEMENT AND/OR CLAIMANT'S DECISION TO SETTLE.**

Claimant warrants that he/she is the sole owner of the claims which he/she has asserted arising from the Occurrence and that such claims have not been assigned, encumbered or transferred in any way.

Claimant agrees to satisfy any and all property damage related liens asserted as a result of the occurrence. This includes but is not limited to any lien asserted by: a mechanic, an auto body repair shop, a towing company, or any other party that performed any service in relation to the appraisal, repair, or other modification to the vehicle after the Occurrence. If after the execution of this agreement, any such liens are asserted against

Defendant , Claimant agrees to reimburse Defendant such costs incurred in the release of the lien.

This settlement agreement contains the entire agreement between Claimant and Defendants with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, between the parties. The terms of this agreement are contractual and not mere recitals.

This instrument shall be construed and interpreted in accordance with the laws of the State of Texas.

**THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

X \_\_\_\_\_  
COUNTY OF HIDALGO

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared COUNTY OF HIDALGO, known to me, who, being duly sworn upon oath stated that he is over the age of eighteen (18), that he is of sound mind and fully competent to make this affidavit and acknowledgment; that the statements contained in the foregoing release and settlement agreement are within his personal knowledge and are true and correct, and that he executed the foregoing instrument for the purposes and consideration therein expressed.

X \_\_\_\_\_  
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me, and given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS