

## RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability Agreement (the "Agreement") is made and entered into as of this 21<sup>st</sup> day of April, 2021, by and among Islamorada, Village of Islands, a Florida municipal corporation, hereinafter referred to as the "Village" and Helen Keller, an individual, hereinafter referred to as the "Releasor".

### WITNESSETH

WHEREAS, the Village purchased real property at 292 Gardenia Street (AK#1514381) on September 17, 2020; and

WHEREAS, Releasor had an existing rental lease agreement on the property with the previous owner, John Mannix; and

WHEREAS, the Releasor alleges that the Village terminated the lease agreement early and requested that Releasor vacate the premises prior to expiration of the rental lease term; and

WHEREAS, the Releasor further alleges that the Village owes Releasor rent for February 2020 in the amount of \$1,300.00, security deposit in the amount of \$1,300.00, increased rent for three months in the amount of \$1,200.00, utility cost increase at new rental in the amount of \$360.00, moving expenses in the amount of \$10,500.00, and attorneys' fees in the total amount of \$2,054.13 for a total demand of \$16,214.13; and

WHEREAS, the Village has offered compensation in the amount of Eleven Thousand Two Hundred Fourteen and 13/100 Dollars (\$11,214.13) for full satisfaction of the Claim described above upon the following conditions described below.

NOW THEREFORE, IN CONSIDERATION of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Agreement is accepted by the Releasor and the Village (collectively, the "Parties") as being in full accord, satisfaction, compromise, and settlement of the Claim, and any and all related claims thereto, all of which are disputed. Nothing herein shall constitute an admission by the Village of any violation or breach of any federal, state or local, law, regulation, ordinance, consent order or common law tort, or indicate that either Party has any right whatsoever against the other. Village expressly denies every allegation made by Releasor and denies wrongdoing of any kind. **This Agreement is made solely for the purpose of avoiding further dispute.** Neither Party shall have any further obligation to the other or to the other's counsel concerning costs, expenses, and attorneys' fees incurred relative to the Claim or any other matter.
2. Releasor hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Village and those in privity with the Village, collectively referred to as "Releasees", FROM ALL LIABILITY and FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE RELEASOR AT ANY TRIAL AND/OR APPELATE LEVELS) ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY, OR RESULTING IN DEATH, TO ANY PERSON ARISING OUT OF OR RELATED TO THE CLAIM, WHETHER CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OR WRONGDOING, LIABILITY OR FAULT OF THE RELEASEES OR OTHERWISE.
3. Releasor HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OR PROPERTY DAMAGE arising out of or related to the Claim, reparations made related to the Claim and/or any transaction related to or arising from this Agreement, WHETHER CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, LIABILITY, OR FAULT OF THE RELEASEES OR OTHERWISE.
4. This Agreement extends to all acts of negligence or wrongdoing by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of Florida. If any portion hereof is held invalid, it is agreed that the balance shall continue in full legal force and effect and be construed as close to the original understanding as possible.

5. This Agreement is made and entered into in the State of Florida, and shall in all respects be interpreted, construed, enforced and governed by the laws of the State of Florida. Any suit arising out of this Settlement Agreement shall only be brought in Monroe County, Florida.

6. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, negotiations, and understandings, whether written or oral, relating to the Claim, the Premises and/or any related transaction. There are no other understandings, statements, promises or inducements, oral or otherwise, in addition to the terms of this Agreement. No representations, warranties, covenants, or conditions, expressed or implied, other than as set forth therein have been made by any Party hereto.

**CAUTION: READ BEFORE SIGNING**

VILLAGE:

By: Maria J Bassett  
Maria T. Bassett, Acting Village Manager/  
Finance Director

Date: 4/21/2021

Attest:

By: Kelly S. Toth  
Kelly Toth, Village Clerk

Date: 4/21/2021

Approved as to form and legal  
sufficiency for the use and benefit of  
Islamorada, Village of Islands:

By: [Signature]  
Roget V. Bryan, Village Attorney

Date: 4/21/2021

RELEASOR  
By: Helen Keller  
Helen Keller

Date: 4/21/21