

TOLLING AGREEMENT

This Tolling Agreement (the "Agreement") is made as of this 05 day of January, 2018, (the "Effective Date") by and between Ross Bergen located at 129 Highland Road, Orlando, FL 34297 ("Claimant") and Mary Weston, located at 823 Keaton Drive, Orlando, FL 38012 ("Respondent").

WHEREAS, on December 1, 2016, the parties entered into a contract for services; on March 1, 2017 Claimant filed a claim against Respondent; the parties agree that an extension of time is necessary to perform more discovery..

NOW THEREFORE, the parties agree and covenant to be bound by the terms set forth in this Agreement as follows:

1. Tolling Period. Any statutes of limitation, statutes of dispose, or other defenses Respondent may have with respect to any claim by the Claimant, that is not otherwise barred as of the Effective Date, shall be tolled until February 28, 2018 (the "Tolling Date").

2. No Litigation. Between the Effective Date and the Tolling Date, the parties agree not to initiate any litigation or other legal proceeding against the other party with regards to the claim described above.

3. No Admission of Liability. Nothing in this Agreement shall constitute admission by either party of any claim or cause of action, any fact, conclusion or liability, or the applicability or running of any statute of limitation, statute of repose, or any other time-based defense.

4. Preservation of Rights. Except as otherwise expressly provided herein, each party reserves all rights, defenses and claims it may have against the other party.

5. Termination. This Agreement will terminate on the Tolling Date. Either party may terminate this Agreement at an earlier date by delivering ten (10) days written notice to the other party.

6. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of Florida, without regard to its conflicts of law provisions.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings of the parties.

8. Amendments. This Agreement may not be modified or amended except by a written agreement signed by all of the parties.

9. Notices. Any notice or other communication given or made to either party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered

mail, return receipt requested, to the address stated above or to another address as that party may subsequently designate by notice and shall be deemed given on the date of delivery.

10. Waiver. Neither party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

11. Disputes. Any dispute arising from this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

12. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

13. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Claimant's Signature

Ross Bergen

Claimant's Full Name

Respondent's Signature

Mary Weston

Respondent's Full Name

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GENERAL INSTRUCTIONS

What is a Tolling Agreement?

A Tolling Agreement is an agreement between two or more parties to a lawsuit, or a potential lawsuit, where the parties agree to “toll” or “suspend” certain rights, rules, or claims that typically govern legal actions. Some common rights, rules, and claims that may be mutually suspended by both parties include, the statute of limitations and statute of repose. The agreement identifies and acknowledges the legal time limits which typically govern when lawsuits or crossclaims must be filed. In recognition of a looming time limit, tolling agreements:

- Toll, or suspend, the statute of limitations and the statute of repose time restraints governing an agreement; and
- Provide a mutual agreement between parties, where they both agree to give up their right to use the statute of limitations or the statute of repose as a defense against a lawsuit or crossclaim, should a suit be filed or pursued at a later date.

Additionally, a tolling agreement will identify the following elements: party information, party signatures, start date and end date, intent not to sue, declaration of no liability, neutrality statement, waiver of time-based defenses, and extension agreement date.

A tolling agreement in no way concedes guilt, responsibility, or liability. Nor does it waive a valid claim regarding the statute of limitations or the statute of repose before the agreement is put in place.

The only right a tolling agreement impacts is a party's right to argue too much time has passed during the tolling period for a suit to proceed.

When Do I Need One?

There are many reasons one might benefit from a tolling agreement. Usually, tolling agreements are used in order to give parties extra time to assess the validity and legitimacy of claims and damages, without having to file actions within the requisite timeframes. Other common reasons include:

- Providing certainty as to the statute of limitations or statute of repose;
- Providing certainty as to the final date a suit may be filed;
- Strategic benefits for plaintiffs; and
- Strategic benefits for defendants.

The Consequences of Not Using One

There are a variety of consequences for not having a tolling agreement. Keep in mind that the consequences for plaintiffs and defendants are different.

- For plaintiffs: Must file in court or loses claim;
- For defendant: Risks being publicly accused in suit filed in a court of law, or escapes liability altogether
- For co-defendant: Must file counterclaim, which may weaken the argument the plaintiff has no claim.

The Most Common Situations of Use

The two most common situations for a tolling agreement are:

- When the statute of limitations or the statute of repose is approaching: If either side desires more time to gather evidence, a tolling agreement may be used. Similarly, if the parties believe they are close to an agreement for a negotiated settlement, and don't want to file a suit, a tolling agreement is useful. Finally, in cases where the parties disagree about the date and time the statute of limitations began, a tolling agreement can be an effective way to protect all parties from an adverse ruling.
- Tolling agreements among co-defendants are less common, but still occur with some regularity. In some states, co-defendants are required to file counterclaims while the case is pending and prior to trial. For strategic reasons, co-defendants may opt for a tolling agreement to provide them with additional time to assess the strength of a plaintiff's claims.