

State of \_\_\_\_\_

# TOLLING AGREEMENT

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This Tolling Agreement (the "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the "Effective Date") by and between:

**Claimant:** \_\_\_\_\_ located at \_\_\_\_\_  
("Claimant") and

**Respondent:** \_\_\_\_\_, located at \_\_\_\_\_  
\_\_\_\_\_ ("Respondent").

WHEREAS, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [Reason(s) for this agreement]

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 repose, 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 (Check one)  \_\_\_\_\_, 20\_\_\_\_\_,  Other: \_\_\_\_\_  
\_\_\_\_\_ (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 \_\_\_\_\_ 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 \_\_\_\_\_, 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: (Check one)

Court litigation. Disputes shall be resolved in the courts of the State of \_\_\_\_\_.

(Check if applicable)

If either party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Mediation.

Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**14. 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.

**15. 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.

**16. 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.



**17. Miscellaneous.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
**Claimant's** Signature

\_\_\_\_\_  
**Claimant's** Full Name

\_\_\_\_\_  
**Respondent's** Signature

\_\_\_\_\_  
**Respondent's** Full Name

