STATE OF NORTH CAROLINA AGREEMENT

COUNTY OF \_\_\_\_\_\_\_\_\_\_

            THIS AGREEMENT, made and entered into this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_ (herein called\_\_\_\_\_\_), and \_\_\_\_\_\_\_\_\_\_\_\_(herein called \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

                                                           W I T N E S S E T H

            WHEREAS the parties wish to establish the release of civil liability whereby \_\_\_\_\_\_\_ is releasing any and all claims and or legal actions \_\_\_\_\_\_ may have for an any and all third party tort and/or civil claims which may arise or may have arisen out of the acts of \_\_\_\_\_ (paramour) as they related to \_\_\_\_\_\_ (spouse that cheated and/or the marriage of \_\_\_\_\_\_\_\_\_ (married parties names').

            NOW THEREFORE, in consideration of the mutual releases and/or promises herein contained, the parties agree as follows:

1.                  Lump Sum Payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (paramour)shall pay to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(spouse that was cheated on)  the amount of $\_\_\_\_\_\_\_\_\_\_, which includes \_\_\_\_\_\_\_\_\_\_in attorney fees and other out of pocket expenses incurred by \_\_\_\_\_\_\_\_ in connection with the actions of \_\_\_\_\_\_\_\_\_\_\_\_ (paramour).  Said payment shall be made payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (spouse cheated on)  and shall be in the form of certified bank funds.  Said payment shall be delivered no later than \_\_\_\_\_\_\_\_\_\_

            Attorney's name and address or Spouse's

2.                  Release:  Upon payment of said fee, \_\_\_\_\_\_(spouse cheated on) shall, from that date forward, release any and all rights he may have under applicable North Carolina laws and/or any other state law, for any third party tort and/or civil liability action as it relates to \_\_\_\_\_\_\_ (Paramour).

3.                  Further \_\_\_\_\_\_\_\_(Spouse cheated on)  agrees not to take any further personal action against \_\_\_\_\_\_\_\_ (paramour), including but not limited to, notification to his employment, wife, family and or other members of the general public.  \_\_\_\_\_\_\_ (spouse cheated on) shall not assist any third party in such notification.

4.                 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to destroy any and all such incriminating evidence he may have in his possession, however procured, and shall not disseminate the same to any third party.

5.         Voluntary Execution.  The parties each acknowledge that this Agreement is entered into of their own free will and volition that no coercion, pressure, or undue influence has been used against either of them in the execution of the Agreement, either by the other party hereto, or any other person or persons.  Neither party has relied upon any representations in making this Agreement other than those expressly set forth herein.

6.         Entire Agreement. This Agreement contains the complete and entire understanding of the parties.  There are no verbal agreements that are contrary to the terms expressed hereto.

7.            Waiver Of Third-Party Claims.  \_\_\_\_\_\_\_\_ (spouse) waives and releases to \_\_\_\_\_\_\_\_ (paramour) any claims which he has or may have against \_\_\_\_\_\_\_\_\_

           (paramour) under the law of this State or any other State for alienation of affections, criminal conversation, similar tort or any other type of

action which may be allowed as the result of any relationship between the \_\_\_\_\_\_\_\_ (cheating spouse) and \_\_\_\_\_\_\_\_\_\_\_\_ (paramour).  It is, therefore,

specifically understood and agreed that \_\_\_\_\_\_\_\_\_(paramour), if suit is filed against him for the aforementioned claims by \_\_\_\_\_\_\_\_\_(husband) may

plead this provision in bar of any such claim.  The foregoing release and waiver is acknowledged by each party to be a substantial part of the

consideration furnished by each party to the other for this Agreement.  The institution or pursuit of such an action or claim against any third party

 would constitute a material breach of this Agreement.

8.      Breech of Contract: Should after ratification of this agreement , \_\_\_\_\_\_\_\_\_ (spouse cheated on)  breech his obligation, \_\_\_\_\_\_\_\_\_(paramour) would be

      entitled to liquidated damages up to but limited to the amount of the settlement to \_\_\_\_\_\_\_\_(spouse cheated on) plus reasonable legal fees, if any that are

      a result of said breech. A breech would arise should \_\_\_\_\_\_\_\_(spouse cheated on), not destroy incriminating evidence gathered in connection with the acts

or attempt to contact any family member, co-worker or employer about said acts, such actions would also be considered breach of this agreement.

            IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above set forth, in duplicate originals, with at least one original copy of this Agreement and release being retained by each of the parties hereto.

                                                                 (SEAL)                                                           (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF\_\_\_\_\_\_\_\_\_

            On this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_ before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_and acknowledged that he executed the foregoing AGREEMENT.

            Witness my hand and notarial seal, this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_ .

                                                                                    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARY PUBLIC**

**My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

            On this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_ before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and acknowledged that he executed the foregoing AGREEMENT.

            Witness my hand and notarial seal, this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_ .

                                                                                    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARY PUBLIC**

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_