

RELEASE OF LIABILITY AGREEMENT

The parties to this agreement are Janet Cook, 870 Lincoln Avenue, Wheaton, Illinois (“COOK”) and Mark Jones, individually and d/b/a Absolute Best Rug Cleaners, 510 W. Front Street, Wheaton, Illinois (“JONES”).

RECITALS

On or about February 17, 2017, COOK hired JONES to shampoo an expensive wool rug and treat it with a fabric protector against JONES’ advice. The rug had previously had the same service performed by JONES without incident. The parties agreed on a price for the service and COOK paid in full on that date. On or about February 25, 2017, the rug was returned to COOK who then noticed some light and dark uneven streaks in the rug.

RELEASE AGREEMENT

1. COOK, her heirs, successors, and anyone making claims on her behalf regarding the transaction noted above agrees to release and forever discharges JONES, his businesses, subsidiaries, heirs, successors, partners, employees or agents in their individual or corporate capacity, any claims related to the transaction noted above.
2. This Release shall in no ways be considered an admission of liability or wrong doing by JONES.
3. In exchange for COOK’s release of liability, JONES agrees to pay COOK \$375.00.

Payment will be made in full on the date of signing and COOK shall accept payment as a full and complete settlement to her claims related to the transaction noted above.

4. Both parties assert that they are of sound mind and of legal age to enter into this binding agreement.
5. Both parties agree that the terms of this agreement are severable. If any portion of this agreement is found to be unenforceable, it shall not affect the other provisions in this agreement.
6. This Release is the entire agreement between the parties and supersedes any and all other prior verbal or written agreements related to the above noted transaction.
7. This Release is forever binding and may not be altered, amended, or modified except by written and executed agreement by both parties. This Release shall be forever binding on any heirs or successors of both parties.
8. The terms of this Release shall be governed by and in accordance with the laws of the State of Illinois.
9. Both parties acknowledge their rights to have this agreement reviewed by their legal counsel and have had the opportunity for legal review.
10. Both parties acknowledge that they have read and understand all the provisions of this legal agreement and enter into this agreement voluntarily and knowingly as of _____ 2017.

SIGNATURES

JANET COOK Date

MARK JONES individually Date
and d/b/a ABSOLUTE BEST RUG
CLEANERS