

SETTLEMENT AGREEMENT



BETWEEN

**THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL
AND
SKYE CREATIVE**

CONTRACT NO. K04336

SETTLEMENT AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS
AND
SKYE CREATIVE

THIS AGREEMENT made the November 30, 2017, between the Office of the Attorney General, Department of Legal Affairs, an agency of the State of Florida, PL-01, the Capitol, Tallahassee, Florida 32399-1050, (hereinafter referred to as **AGENCY**), and Skye Creative 1687 Goodwood Drive, Tallahassee, Florida 32308 (hereinafter referred to as **CONTRACTOR**).

WHEREAS, during February, 2017 – October, 2017, the **AGENCY** and the **CONTRACTOR** entered into a verbal agreement to provide services used in production of videos, research strategy planning, design, various promotional items, and strategic counsel & communications support for the Florida Commission on the Status of Women and,

WHEREAS, the **CONTRACTOR**, in good faith, provided necessary services and invoiced the **AGENCY** accordingly; and,

WHEREAS, the **CONTRACTOR** has asserted a colorable legal claim in support of its demand for payment; and,

WHEREAS, the **AGENCY** by entering into this agreement, admits no liability for payment of the work performed by the **CONTRACTOR**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows;

1. Upon receipt of payment as provided in paragraph #2 below, the **CONTRACTOR**, on its own behalf, and on behalf of its attorneys, heirs, executors or administrators, agents, representatives, and attorneys, hereby releases and discharges the **AGENCY**, and its agents, representatives and attorneys, from all claims, demands, actions, causes of action, suits, damages, losses and expenses, of any and every nature whatsoever, arising out of or in any way related to the contract and state project, and any invoices for such work including, but not limited to, those claims asserted or other claims that may be asserted in any federal, state or local agency or court, by or on behalf of the **CONTRACTOR**.
2. The **AGENCY** herein agrees to submit to the Chief Financial Officer of the State of Florida for payment of \$27,589.00 in full and complete satisfaction of any amounts or costs associated with the work performed by the **CONTRACTOR** and any claims and invoices associated therewith, or with any other written or verbal supplementation and/or

renewal thereto, including all interest and costs and fees associated with the claims matters referenced herein.

3. This agreement is contingent upon approval by the Chief Financial Officer of the State of Florida. Until such approval is received, the **AGENCY** has no obligation to make any payments pursuant to this agreement.
4. The parties to this agreement further agree and covenant that this agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
5. All terms and conditions of this settlement as fully set forth in this document and no other material terms of settlement exist outside this document.
6. Any changes to this AGREEMENT must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

IN WITNESS WHEREOF, the **AGENCY** and **CONTRACTOR** have executed this **SETTLEMENT AGREEMENT**.

DocuSigned by:

 55C5DFD6A3674A9...

Skye Creative

12/29/2017

 Date

 FEIN Number

DocuSigned by:

 5AFB05953D9E41A...

Patricia A. Conners
Deputy Attorney General

1/8/2018

 Date