**MUTUAL RESCISSION AND RELEASE AGREEMENT**

This MUTUAL RESCISSION AND RELEASE AGREEMENT ("Rescission") is made and entered into this [Insert Date] (the "Effective Date") by and between [Insert Name] of [Insert Address] and [Insert Name] of [Insert Address](collectively, the "Parties").

WHEREAS the Parties entered into a [Insert Name of Original Contract] on [Insert Original Contract Date] ("Original Contract"), attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS the Parties acknowledge that neither Party has fully performed its duties or obligations pursuant to the terms and conditions set forth in the Original Contract;

WHEREAS the Parties to the Original Contract and to the Rescission hereby mutually agree to rescind the Original Contract thereby returning the Parties to their respective positions before the Original Contract's effective date;

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants of the Parties hereto, the Parties agree as follows:

1. The Original Contract is hereby terminated and deemed null and void as of the Effective Date and neither party shall have any further rights or legal obligations thereunder.
2. The Parties release and forever discharge any and all liabilities that have arisen or may arise from the Original Contract, and the Parties waive any and all claims or right to assert any claim which has arisen or may arise from the Original Contract prior to the Effective Date of this agreement.

IN WITNESS WHEREOF, [Insert Name] and [Insert Name] has caused this Rescission agreement to be signed as of the Effective Date.

PARTY #1

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

[Insert Name]

PARTY #2

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

[Insert Name]

**EXHIBIT A**