

STATE OF TENNESSEE
DEPARTMENT OF SAFETY – LEGAL SERVICES WEST TN
6174 MACON ROAD
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PROPOSED CIVIL SETTLEMENT AGREEMENT AND RELEASE OF LIABILITY

DATE: ____/____/____ TDOSHS CASE #: _____ DATE OF SEIZURE: ____/____/____

PERSON PROPERTY SEIZED FROM: _____ SEIZING AGENCY FILE #: _____

SEIZING AGENCY: _____

The following Settlement is presented after careful consideration for your review and consent. It is understood that this proposed SETTLEMENT AGREEMENT is not binding on the State until signed by a Department of Safety and Homeland Security Attorney or designee. By mutual consent of all parties involved, it is agreed that the CLAIMANT(S), _____ and PROPERTY OWNERS, _____ will compromise their claim to the following property:

- 1. CURRENCY: \$ _____ 2. VEHICLE: _____ (VIN) _____
- 3. JEWELRY: _____ 4. MISC. PROPERTY: _____

IT IS AGREED THAT:

- ____ 1. Forfeit Vehicle to the Seizing Agency.
- ____ 2. Forfeit Vehicle to the Seizing Agency Subject to the Lien.
- ____ 3. \$ _____ of U.S. Currency Forfeited to the Seizing Agency, and \$ _____ of U.S. Currency Returned to the Claimant, _____
- ____ 4. Forfeit _____ to the Seizing Agency.
- ____ 5. Return _____ to the Claimant, _____, for a Civil Settlement of _____ to the _____ Drug Enforcement Fund.
- ____ 6. Return: _____

Claimant Will Pay Tow Fee of \$ _____ and a Flat Fee of \$ _____ to the Impound Facility to retrieve any property and Department of Safety and Homeland Security Administrative Costs of \$ _____ will be taxed to the CLAIMANT when applicable.

- Pauper (No Administrative Costs Due) Attorney Surety (Administrative Costs Due) Cost Bond Paid (No additional Costs Due)

This Settlement is contingent upon the CLAIMANT having properly filed a petition with the Department of Safety and Homeland Security within the thirty (30) days required by Tenn. Code Ann. § 40-33-206(A) and having met all other requirements in Tenn. Code Ann. § 40-33-206. Seized property shall not be returned before the issuance of an ORDER by an Administrative Judge with the Secretary of State Administrative Procedures Division.

CLAIMANT UNDERSTANDS THAT BY ENTERING INTO THIS SETTLEMENT AGREEMENT, AND SIGNING BELOW, HE/SHE:

- 1. Acknowledges that Administrative Costs, if not already paid, must be submitted to the Department of Safety and Homeland Security within thirty (30) days of the above date or this SETTLEMENT AGREEMENT will not be submitted to an Administrative Judge with the Secretary of State Administrative Procedures Division and the case will be placed on the next available docket for a hearing on the merits;
- 2. Agrees to pay any Settlement amounts and/or take possession of the seized property before the expiration of the time period set forth in the ORDER OF COMPROMISE AND SETTLEMENT issued by the assigned Administrative Judge with the Secretary of State Administrative Procedures Division;
- 3. Agrees that failure to meet the terms of this SETTLEMENT AGREEMENT will result in a request for a Show Cause hearing which may result in forfeiture of CLAIMANT'S interest;
- 4. Voluntarily waives his/her constitutional right to be free from excessive fines or cruel and unusual punishment under the federal and state constitutions as it may apply to any future criminal prosecution for those acts giving rise to this forfeiture action, or to this forfeiture proceeding;
- 5. Waives any legal claim or cause of action which he/she might otherwise have as a result of any acts underlying this forfeiture proceeding;
- 6. Releases the _____, the State of Tennessee, the Department of Safety and Homeland Security, and all their agents, officers, employees, servants, successors, assigns, executors, heirs, and administrators from all claims for injuries or damages, whether now known or what may accrue in the future, arising out of this seizure; and
- 7. Acknowledges that no promise, inducement or agreement not contained herein has been made to him/her, and that this SETTLEMENT AGREEMENT contains the entire terms of the agreement between the parties, which terms are contractual and not a mere recital.

The parties have carefully read this SETTLEMENT AGREEMENT, know and understand its contents and sign as their own free act and deed.

This SETTLEMENT AGREEMENT is not intended and should not be construed as an admission of liability of the State, the seizing agency, or its employees, or as a waiver of the State's sovereign immunity or the employee's official immunity.

It being the intent of the parties to fully settle all claims under Tennessee's civil forfeiture law arising in connection with the above seizure, this CIVIL SETTLEMENT AGREEMENT is entered into by and between CLAIMANT(S) and the STATE OF TENNESSEE through the COMMISSIONER OF THE TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY, or its agents. I certify by signature on this document that CLAIMANT/CLAIMANT'S ATTORNEY acknowledges that the above has been explained to CLAIMANT, and that CLAIMANT is in agreement with the above Settlement, and that said Settlement shall constitute the final disposition of the above-described property.

Seizing Agency Rep/Title

(Claimant(s))

Department of Safety and Homeland Security Attorney

(Claimant's Attorney of Record)