

AGREEMENT

AGREEMENT made this ___ day of August, 2011, between KAREN LONG (hereinafter referred to as "LONG"), residing at 2715 East Helen Street, Tucson, Arizona, 85716, and FATMA ISMAEL (hereinafter referred to as "ISMAEL"), residing at _____.

In consideration for the forthcoming payment of \$700.00 between LONG and ISMAEL, and of the mutual covenants and promises contained in this Agreement, the undersigned hereby agree as follows:

1. Both parties henceforth agree that: (a) ISMAEL paid a consideration of \$700.00 on ___ 20__ in return for LONG allowing ISMAEL to become a tenant of LONG at the address of 2715 East Helen Street, Tucson, Arizona, 85716; (b) ISMAEL moved out from said address at the end of June 2011; (c) Prior to signing of this agreement, LONG was still in possession of the \$700.00 owed to ISMAEL as part of the security deposit.
2. As a condition to returning the \$700.00, the parties agree that: (a) payment of \$700.00 fully satisfies all debts owed to ISMAEL by LONG; (b) neither party may seek further relief in relation to the tenancy or return of the \$700.00 to ISMAEL by LONG including, but not limited to: (i) Either party seeking interest, penalties, costs, or damages from the other party.
3. ISMAEL agrees to cease all contact with LONG's prior, current, and future tenants at 2715 East Helen Street in regards to this issue, or any related financial issue including but not limited to: (a) rent paid by other tenants to LONG; (b) taxes paid or owed by LONG to any government tax agency including the Internal Revenue Service; (c) Any other financial dealings which are made solely between LONG and past, current, or future tenants that do not include ISMAEL as a party.
4. ISMAEL agrees to cease all contact with LONG in regards to subject matter giving rise to this agreement, or any other financial matters.
5. Final resolution of this issue will commence as follows: (a) LONG will sign and notarize this Agreement and send to ISMAEL for signature; (b) LONG will provide a \$700.00 cashier's check to third party ROHULLA to hold in possession; (c) ISMAEL will sign and notarize this Agreement and have returned to LONG either through ROHULLA or by mail; (d) When this Agreement has been satisfactorily signed and returned to LONG then payment will be given to ISMAEL by third party ROHULLA.
6. This Agreement contains the entire understanding of the parties with respect to the matters contained in it. This Agreement is entered into after such investigation has been made by each party (or his or her representative) as is satisfactory to each of them, neither relying on any statement or representation made by other that is not recited in it. Each party acknowledges that he or she has weighed all the facts, conditions, and circumstances likely to influence his or her judgment, that all matters contained in this Agreement as well as all questions pertinent to them have been fully and satisfactorily explained to him or her, that he or she has given due consideration to such matters and questions, that he or she clearly understands and consents to all of the provisions of this Agreement,

and that he or she is entering this Agreement freely, voluntarily and with full knowledge. This Agreement may not be amended or supplemented at any time unless by a writing executed by the party to be bound.

7. If any provision of this Agreement is determined to be void, invalid, or unenforceable, the remaining provisions shall not be affected, but shall continue in full force and effect as though the void, invalid or unenforceable provision were not originally a part of this agreement.

8. This agreement shall be governed by, and its validity, effect and interpretation determined by, the laws of the State of Arizona.

9. The principal consideration for this Agreement is the payment of \$700.00 made by LONG to ISMAEL, after this agreement has been signed by both parties, in addition to their mutual covenants and promises. This Agreement shall become effective only upon the receipt of both parties of the signed Agreement AND the receipt of ISMAEL of \$700.00 from LONG by cashier check.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above

Witness:

KAREN LONG

Witness:

FATMA ISMAEL

STATE OF ARIZONA

ss.:

COUNTY OF PIMA

On this __ day of August, 2011, before me the undersigned, personally appeared KAREN LONG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that she executed the same in her capacity, and that by her signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF ARIZONA

ss.:

COUNTY OF PIMA

On this __ day of August, 2011, before me the undersigned, personally appeared FATMA ISMAEL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that she executed the same in her capacity, and that by her signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public