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| **Created by:**  [Lender. FirstName][Lender. Last Name]  [Lender. Company] |

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| **Prepared for:**  [Borrower. FirstName] [Borrower. Last Name]  [Borrower. Company] |

This Loan Agreement, hereby known as the “Agreement,” is entered into and made on this day of May 2, 2022, hereby known as the “Effective Date,” by and between:

[Borrower. FirstName] [Borrower. Last Name], with a mailing address of [Borrower. Street Address] [Borrower. City] [Borrower. State] [Borrower. Postal Code], hereinafter known as the “Borrower,” and [Lender. FirstName] [Lender. Last Name], with a mailing address of [Lender. Street Address] [Lender. City] [Lender. State] [Lender. Postal Code], hereinafter known as the “Lender,” who will collectively be referred to as the “Party” or “Parties.”

On the Effective Date, the Borrower agrees to accept and repay the "Loan" given by the Lender, in full on or by the Final Loan Delivery date as pursuant to the entire terms of this Agreement.

## I. Loan amount

The Lender agrees to loan a principal amount of (Written. Loan. Amount) ($ Numerical. Loan. Amount) to the Borrower, which will incur interest on the original amount at (Written. Interest. Percentage. Amount) percent (Numerical. Interest. Percentage. Amount %) each month, for a total loan amount (Total. Written. Loan. Amount) ($ Total. Numerical. Loan. Amount).

## II. Payment type

Under this current Agreement, payments:

Shall be made in Regular Payments, where the Borrower repays the Lender in a set number of payments over a set period enforced after the Agreement is signed.

Shall be made in one Single Payment, where the Borrower repays the Lender all at one time by the date specified by the Lender or “On Demand” once the Agreement is signed.

If “Regular Payments” is selected, the Borrower will make (Daily/Monthly/Yearly) payments of $ (Numerical. Payment. Amount) beginning on the (Effective. Date/MM/DD/YYYY) and to be paid every (Day. Of. Week) until the loan amount is paid, ending on (Date) hereby known as “Term.”

If “Single Payment” is selected, the Borrower will make a lump sum payment of $ (Numerical. Payment. Amount) paid on (Effective. Date/MM/DD/YYYY) hereby known as “Term.”

## III. Late payments

Payment shall be considered late if not made by (Time.In.AM.or.PM), (Time. Zone) on the (Day) calendar day of each month. All late payments are subjected to a late fee of $ (Numerical. Interest. Amount) OR (Numerical. Percentage. Amount) %. Late payments can be made in the same payment method as outlined in Section IV.

## IV. Accepted payments forms

The following methods are acceptable (Check all the apply):

Cash

Money Order

Personal Check

Cashier’s Check

Debit Card

Credit Card

Wire Transfer

Other: (State. Other. Payment. Methods)

## V. Prepayment

The Borrower (Will/Will. Not) be penalized for making payments in advance.

If allowed, the Borrower (Is/Isn't) required to provide (Insert “(Days) of” if they require notice) written notice. (Insert “A discount will be given to the Borrower of $ (Dollar. Amount) or (Percentage. Amount) % if the full loan amount is paid by.” if applicable.)

## VI. Collateral

The Borrower shall use (Item. Used. For. Collateral (Examples: Mortgage, Real Estate Property, Inventory)) if they default on their secured Loan to repay the Lender.

## VII. Non-payment penalties (acceleration)

In the event that the Borrower doesn’t pay their Loan by the end of the Term or fails to make regular payments, Acceleration will occur. Upon Acceleration under this Agreement, the Lender shall have the right to declare the Loan balance immediately due and payable. Should the Borrower refuse, the Lender may seek legal action.

## VIII. Legal fees

In the event that Acceleration occurs, the Borrower agrees to pay reasonable attorneys’ fees not exceeding a sum equal to the maximum usury rate in the State of [Borrower. State], of the then outstanding balance owing on the Loan as outlined by this Agreement, plus reasonable expenses made by the Lender as they exercise their rights and due remedies in court.

## IX. Disputes

Both Parties may seek damages by:

Court Litigation

Arbitration

Mediation

Mediation, then Arbitration.

## X. Severability

In the event any provision in this Agreement is held to be unenforceable, illegal, or invalid, it shall not affect the enforceability, legality, or validity of other provisions.

## XI. Waiver of parties

The exercise of any power or right under this Agreement may be exercised at the discretion of the Party to which the benefit of that power or right occurs. Delaying or failure to exercise these rights or remedies does not prevent its exercise nor partial exercise to preserve further exercise of that power or right.

## XII. Governing law

This Agreement follows the governing laws of the State of [Borrower. State].

## XIII. Notices

All notices or communication under this agreement must be delivered:

In-Person

Through Overnight Courier Service

By Certified or Registered Mail (Postage Prepaid, Return Receipt Requested)

By Email

By Text Message

As a Copy

Other (State. Other. Notice. Methods)

## XIV: Successors

This Agreement will be binding on and inure to the benefit of the permitted assigns and respective successors of both the Lender and Borrower.

## XV. Execution

**IN WITNESS WHEREOF**, the Parties agree that this Agreement will come into effect on .

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| --- | --- |
| [Lender. Company] | [Borrower. Company] |
| [Lender. FirstName] [Lender. Last Name] | [Borrower. FirstName] [Borrower. Last Name] |