

LOAN AGREEMENT

This **Loan Agreement** ("**Agreement**") is made and entered into as of _____ 20____

by and between: **Party A (Borrower)**: _____ with a mailing address of _____ and **Party B (Lender)**: _____ with a mailing address of _____

WHEREAS, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Party A (the "Borrower") and Party B (the "Lender") agree as follows:

LOAN DETAILS:

LOAN PURPOSE: The Borrower agrees to use the loan amount solely for [LOAN PURPOSE].

LOAN AMOUNT: The Lender is providing the Borrower with a total loan amount of \$[AMOUNT], referred to herein as the "**Loan Amount**"

RATE OF INTEREST: Interest on the Borrowed Money shall be as follows (please check one):

- **Interest-Bearing:** The Borrowed Money shall accrue interest at a rate of [#]% per annum, compounded (check one):

- Annually

- Monthly

- Other: _____

- **Non-Interest-Bearing:** There shall be no interest associated with the Borrowed Money. The Borrower's sole obligation to the Lender is to repay the principal balance.

LOAN TERM: The Borrowed Money, comprising both the principal and accrued interest, shall be required to be fully repaid on [DATE], which is hereby designated as the "**Due Date.**"

REPAYMENT SCHEDULE: The Borrower commits to the repayment of the Borrowed Money to the Lender following the specified payment arrangement (please select one):

- **Weekly Payments:** The Borrower undertakes to remit a payment of \$[AMOUNT] every [DAY] of each week, leading up to the Due Date.

- **Monthly Payments:** The Borrower agrees to make a monthly payment of \$[AMOUNT] on the [DAY] of each month until the Due Date.

- **Lump Sum:** The Borrower will repay the Lender in full on the Due Date.

- **Other:** _____

This payment arrangement, hereinafter referred to as the "**Payment Schedule**," dictates that all payments made by the Borrower shall initially be allocated to cover any accrued interest, with the remainder being applied to reduce the principal balance. The Borrower shall repay the loan according to the agreed-upon repayment schedule. Payments shall be made to the Lender on or before the due dates specified in the repayment schedule.

LATE PAYMENT: If the Borrower fails to make a payment on [DATE], it is considered a late payment. In such circumstances, the Borrower shall: (please select one)

- **Charged a Late Fee.** The Borrower will incur a late fee, the amount of which shall be [LATE FEE AMOUNT].

- **Not Charged a Late Fee.** The Borrower will not be subject to any late fee charges.

PREPAYMENT. In the event that the Borrower submits a payment before the Due Date, one of the following options shall apply (please check one):

- **Prepayment Penalty:** If the Borrower makes a payment prior to the Due Date, a prepayment penalty shall be imposed. The prepayment penalty shall be determined as follows (select one):

- Accrual of interest as if the prepayments were not made.

- Other: _____

- **No Prepayment Penalty:** If the Borrower makes a payment before the Due Date, no prepayment penalty of any nature shall be levied. The Borrower has the option to prepay the loan, in whole or in part, at any time without incurring any prepayment penalties.

SECURITY. In compliance with the terms of this Agreement, the Borrower shall select one of the following options (please check one):

- **Pledge Security:** The Borrower agrees to secure this Agreement by pledging the specified collateral, described as follows:

("Security").

In the event of a default by the Borrower under this Agreement, the Lender shall have the right to take possession of the entire Collateral without reducing the amount owed.

- **Not Pledge Security:** This Agreement shall remain unsecured and shall not be backed by any property or asset owned by the Borrower.

REMEDIES: No delay or omission by the holder of this Agreement in exercising any right under this Agreement shall constitute a waiver of that right or any other rights. Furthermore, any delay, omission, or waiver on any occasion shall not be considered a bar to, or waiver of, the same or any other rights on any future occasion. The rights and remedies of the Lender are cumulative and may be pursued singly, successively, or together, at the sole discretion of the Lender.

ACCELERATION: The Lender reserves the right to declare the Borrowed Money, including any accrued interest, immediately due and payable in the event of any of the following occurrences:

SUBORDINATION: The Borrower's obligations under this Agreement are subordinate to any outstanding indebtedness owed by the Borrower to unrelated third-party lenders on the Agreement's date. Such subordination is required under the loan documents governing such indebtedness.

WAIVERS BY BORROWER: All parties to this Agreement, including the Borrower, any sureties, endorsers, and guarantors, hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity. They agree to remain bound for the payment of principal, interest, and all other sums due under this Agreement, regardless of any changes, releases, surrenders, exchanges, modifications, substitutions of security, or extensions of time for payment, and waive notice of such changes.

DISPUTES: If any payment under this Agreement is not made when due, the Borrower agrees to pay, in addition to the principal and interest, reasonable attorney's fees not exceeding the maximum usury rate in the state of the Governing Law, along with all other reasonable expenses incurred by the Lender in enforcing its rights and remedies upon default.

SEVERABILITY: In the event that any part of this Agreement is found to be invalid or unenforceable, whether due to any reason or in any scope, it will not impact the enforceability of the rest of the Agreement or the application of the invalidated provision to other individuals, entities, or situations. Instead, the remaining portions of this Agreement will be upheld to the fullest extent permitted by applicable law.

SUCCESSORS: The commitments made by the Borrower in the preceding sections shall be legally binding not only on the Borrower but also on the Borrower's successors, heirs, and assigns. However, it's important to note that Lender cannot transfer any of its rights or delegate its responsibilities under this Agreement without obtaining prior written consent from the Agreement holder.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of _____.

ENTIRE AGREEMENT: This Agreement encompasses all the mutually agreed-upon terms between the parties regarding the subject matter herein, inclusive of any attachments or supplementary documents. It supersedes all prior discussions, understandings, and verbal agreements. Both the Borrower and Lender hereby confirm their acceptance of these terms and conditions, which will remain in effect until the entire Borrowed Amount has been fully repaid.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the dates indicated.

SIGNATURES:

Lender's Signature: _____ **Date:** _____

Borrower's Signature: _____ **Date:** _____

Witnessed by:

Name of Witness: _____ **Date:** _____

Address of Witness: _____

If the Loan has a Guarantor:

Guarantor's Signature _____ **Date** _____

Print Name: _____