

# FAMILY LOAN AGREEMENT

This Family Loan Contract Agreement (the "Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ with address at \_\_\_\_\_ (the "Lender") and \_\_\_\_\_ with address at \_\_\_\_\_ (the "Borrower").

## Loan Amount and Terms

The Lender agrees to lend the Borrower [loan amount] (the "Loan Amount") for the purpose of [purpose of loan]. The Borrower agrees to repay the Loan Amount to the Lender, along with interest, according to the following terms:

1. **Interest Rate:** \_\_\_\_% (percent) per annum. Interest will be calculated on the outstanding balance of the Loan Amount and will accrue monthly.
2. **Repayment Schedule:** The Borrower will repay the Loan Amount in \_\_\_\_ of months/years installments, beginning on MM/DD/YYYY. The Borrower will make monthly payments of [payment amount], which includes both principal and interest.
3. **Prepayment:** The Borrower may prepay the Loan Amount, in whole or in part, at any time without penalty.
4. **Late Payment:** If the Borrower fails to make a payment on time, a late fee of [late fee amount] will be charged for each late payment.
5. **Security:** The Loan Amount is secured by [description of collateral, if any].
6. **Governing Law:** This Agreement will be governed by the laws of \_\_\_\_\_.
7. **Use of Funds:** The Borrower agrees to use the Loan Amount solely for the purpose of [purpose of loan] and will not use the funds for any other purpose.
8. **Default:** If the Borrower fails to make any payment on time or breaches any other term of this Agreement, the Lender may declare the Loan Amount immediately due and payable and take any legal action necessary to recover the Loan Amount.

9. **No Waiver:** The failure of either party to enforce any provision of this Agreement will not be construed as a waiver of any such provision or the right to enforce it.
10. **Joint and Several Liability:** If there is more than one Borrower, each Borrower will be jointly and severally liable for the repayment of the Loan Amount and all other obligations under this Agreement.
11. **Termination:** This Agreement may be terminated by either party upon written notice to the other party, provided that all amounts owing under this Agreement have been paid in full.
12. **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.
13. **Representations and Warranties:** The Borrower represents and warrants that all information provided to the Lender in connection with this Agreement is true and accurate and that the Borrower has the legal capacity to enter into and perform this Agreement.
14. **Assignment:** The Borrower may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Lender. The Lender may assign this Agreement or any of its rights or obligations hereunder without the consent of the Borrower.
15. **Counterparts:** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
16. **Governing Law and Jurisdiction:** This Agreement will be governed by and construed in accordance with the laws of \_\_\_\_\_. Any dispute arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the courts of [jurisdiction].
17. **Entire Agreement:** This Agreement contains the entire agreement between the Lender and the Borrower and supersedes all prior negotiations, representations, and understandings.
18. **Modification:** This Agreement may not be modified except in writing signed by both parties.
19. **Binding Effect:** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
20. **Notices:** Any notice required or permitted by this Agreement will be in writing and will be deemed delivered when delivered in person or sent by certified mail, return receipt requested, postage prepaid, or by email.
21. **Signatures:** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

Lender: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

Borrower: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

[date]

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