

# LOAN AGREEMENT

| This Loan Agreement (the <b>"Agreement</b> ") is entered into |                                                                 | (the <b>"Effective</b> |
|---------------------------------------------------------------|-----------------------------------------------------------------|------------------------|
| Date"), by and between                                        | , with an address                                               | of                     |
|                                                               | (the <b>"Lender"</b> ) and                                      | , with an address      |
| of                                                            | , (the <b>"Borrower"</b> ), collectively "the <b>Parties.</b> " |                        |

# **TERMS OF REPAYMENT**

#### 1. Loan Amount

The Borrower agrees to repay \$\_\_\_\_\_("The Loan")

2. Interest Rate

Both Parties agree upon an interest rate of \_\_% that is to be accrued monthly.

3. Term

The Loan Term is of \_\_\_\_ years/months.

# 4. Terms of Repayment

The Borrower agrees to repay The Lender \_\_\_\_ amount on the \_\_\_\_ of every month.

Principal Amount: \$ \_\_\_\_\_

Interest: \$ \_\_\_\_\_

# **APPLICATION OF REPAYMENT**

1. Late Fees

# tracklime

The Borrower agrees to pay \$\_\_\_\_\_ as late fees for each instalment that is left unpaid after a period of \_\_\_\_\_\_ after the Due Date (s) of the Loan Agreement. This late charge is to be paid as liquidated damages and not as a penalty.

# 2. Prepayment

In the event of early payment by The Borrower, they will not be penalized.

#### 3. Default

If The Borrower defaults on the repayment of the loan, the principal and interest amount owed by The Borrower will be due immediately, without demand or notice.

#### 4. Collection Costs

If any payment obligation is not honored by The Borrower, any costs that come under the collection process such as attorney fees, the Borrower promises to pay all the costs.

#### 5. Severability Of Provisions

In the event, any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

# 6. Legal and Binding Agreement

This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

# 7. Miscellaneous

The payments made according to the terms of this agreement are to be made in the legal currency of \_\_\_\_\_\_. Both Parties represent that they are fully authorized to enter into



this Agreement. Either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties.

### 8. Governing Law

This Agreement shall be construed in accordance with the laws of the State of

\_\_\_\_\_

#### 9. Entire Agreement

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"LENDER"

Signed: \_\_\_\_\_

Ву: \_\_\_\_\_

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

**"BORROWER"** 

Signed: \_\_\_\_\_

Ву: \_\_\_\_\_

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

