

Loan Agreement:

Loan Agreement

Effective Date: [Date]

Between:

Lender: [Lender's Full Name], located at [Lender's Address], referred to as the "Lender."

Borrower: [Borrower's Full Name], residing at [Borrower's Address], referred to as the "Borrower."

1. Loan Amount and Currency

The Lender agrees to lend, and the Borrower agrees to borrow, the principal sum of [Loan Amount] USD (the "Loan").

2. Interest Rate

The Loan shall bear interest at the rate of [Interest Rate]% per annum, calculated [simple/compound] interest, based on a [365/360]-day year.

3. Term of Loan

The term of the Loan shall commence on [Start Date] and shall mature on [Maturity Date], unless earlier repaid or accelerated in accordance with this Agreement.

4. Repayment Terms

- **a. Repayment Schedule:** The Borrower shall repay the Loan and accrued interest in [Number] installments of [Payment Amount] USD each, payable [Monthly/Quarterly/Annually], starting on [First Payment Date] and continuing until the Maturity Date.
- **b. Payment Method:** Payments shall be made via [Payment Method, e.g., bank transfer, check] to [Lender's Payment Address or Account Details].

5. Prepayment

The Borrower may prepay the Loan in whole or in part at any time without penalty. Any prepayment shall first be applied to accrued interest, then to the principal amount.

6. Late Payments

If any payment is not received by the Lender within [Number] days of the due date, the Borrower shall pay a late fee of [Late Fee Amount or Percentage].

7. Security/Collateral

- **[Option A]:** This Loan is unsecured.
- **[Option B]:** As security for the Loan, the Borrower grants the Lender a security interest in the following collateral:
 - **Description of Collateral:** [Detailed description of the collateral]

The Borrower agrees to execute any documents necessary to perfect the Lender's security interest in the collateral.

8. Representations and Warranties

The Borrower represents and warrants that:

- **a.** They have the legal capacity to enter into this Agreement.
- **b.** All information provided to the Lender is true and accurate.
- **c.** The execution of this Agreement does not violate any other agreement to which the Borrower is a party.

9. Covenants

The Borrower covenants to:

- **a.** Use the Loan proceeds for [Specify purpose, if any].
- **b.** Maintain the collateral in good condition (if applicable).
- **c.** Notify the Lender of any material changes in their financial condition.

10. Events of Default

An "Event of Default" occurs if:

- **a.** The Borrower fails to make any payment when due.
- **b.** The Borrower breaches any term of this Agreement.
- **c.** The Borrower becomes insolvent or files for bankruptcy.

11. Remedies

Upon an Event of Default, the Lender may:

- **a.** Declare the entire unpaid principal and accrued interest immediately due and payable.
- **b.** Exercise any rights with respect to the collateral (if applicable).
- **c.** Pursue any other remedies available under law.

12. Notices

All notices required under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above, either personally, by certified mail, or by email to [Email Addresses, if applicable].

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.

14. Assignment

Neither party may assign or transfer their rights or obligations under this Agreement without the prior written consent of the other party.

15. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings, whether written or oral.

17. Amendments

Any amendments to this Agreement must be made in writing and signed by both the Lender and the Borrower.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement as of the Effective Date.

Lender

Signature: _____

Name: [Lender's Full Name]

Date: _____

Borrower

Signature: _____

Name: [Borrower's Full Name]

Date: _____