

## Personal Loan Agreement

THIS PERSONAL LOAN AGREEMENT (“Agreement”) is being made between  
\_\_\_\_\_ (the “Lender”) with an address of \_\_\_\_\_  
and \_\_\_\_\_ (the “Borrower”) with an address of \_\_\_\_\_  
on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**IN CONSIDERATION THEREOF**, The undersigned Lender and Borrower (collectively, the “Parties”) agree to the following:

**LOAN.** The Lender agrees to lend the Borrower \$ \_\_\_\_\_ ( the “Loan Amount”) on the terms and conditions set forth in this Personal Loan Agreement.

**FINANCIAL OBLIGATION.** The Borrower agrees that the amount owed to the Lender is \$ \_\_\_\_\_ (“Debt Amount”).

**PAYMENT PLAN.** The Parties hereby agree to the payment plan set forth in **Exhibit A** attached hereto.

The Borrower hereby represents and warrants that the aforementioned payment plan was created in consideration for the Borrower to be able to make their obligated payments without causing further indebtedness or detrimental circumstances.

**INTEREST.** The Loan Amount is subject to the following:

The Borrower agrees to repay the Loan Amount at an interest rate of \_\_\_\_\_ % per \_\_\_\_\_ (month, year, other).

Shall bear no interest.

Other: \_\_\_\_\_

**LATE FEE.** If any payment under this Agreement are \_\_\_\_ day(s) past due, the Lender will:

Charge a late fee of \_\_\_\_\_ % of the payment owed for each following day the payment is late.

No late fee

Other: \_\_\_\_\_

**SECURITY:** This Loan is:

Secured. The property described as \_\_\_\_\_ owned by the Borrower (the “Security”) that will transfer to the ownership and possession of the Lender.

[ ] Unsecured. There will be no Security under this Personal Loan Agreement

**DEFAULT.** In the event that the Borrower defaults on any payments and fails to cure the default within a reasonable amount of time, the Lender will have the option to accelerate and declare the entire remaining amount of the Principal and any accrued interest to be immediately due and payable.

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

**DISPUTE RESOLUTION.** Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of \_\_\_\_\_.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of \_\_\_\_\_, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of \_\_\_\_\_.

The prevailing party to the dispute will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by litigation or binding arbitration.

**GOVERNING LAW AND JURISDICTION.** The laws of the State of \_\_\_\_\_ shall govern as to the interpretation, validity, and effect of this Agreement.

**AMENDMENT, WAIVER, OR MODIFICATION.** No provisions of this Agreement shall be amended, waived or modified except by any instrument in writing signed by all the parties hereto.

**NO ASSIGNMENT.** The Parties agree that they shall not assign or encumber their rights and obligations under this agreement.

**ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

**COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**ELECTRONIC SIGNATURES.** This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

**MISCELLANEOUS.** This Agreement cannot be changed, modified, terminated, canceled, rescinded, or in any other way altered or negated unless the same is in writing and signed by the party against whom enforcement of the change, modification, discharge, termination, cancellation, or rescission is sought.

It is agreed that all understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their understanding, and this Agreement has been entered into after full investigation and consideration, neither party relying upon any statement or representation, not embodied in this Agreement, which may be claimed to have been made by any of the parties hereto.

**IN WITNESS WHEREOF,** the Borrower and the Lender have executed this Personal Loan Agreement the day and year first above written.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lender's Signature

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Lender's Printed Name

\_\_\_\_\_  
Borrower's Printed Name

**Lender's Contact Information:**

**Borrower's Contact Information:**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

