

# FINANCING AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Lender Information:

Full Legal Name: \_\_\_\_\_

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

Contact Phone / Email: \_\_\_\_\_

## Borrower Information:

Full Legal Name: \_\_\_\_\_

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

Contact Phone / Email: \_\_\_\_\_

## Loan Details:

Loan Amount (USD): \_\_\_\_\_

Interest Rate (% per annum): \_\_\_\_\_

Loan Term (months): \_\_\_\_\_

Payment Schedule: \_\_\_\_\_

## Security Interest:

Collateral Description: \_\_\_\_\_

Lien Perfection Method: \_\_\_\_\_

## Section 1 – Loan Agreement

The Lender agrees to loan the Borrower the Loan Amount described above, subject to the terms and conditions contained herein. The Borrower agrees to repay the Loan Amount with interest in accordance with the Payment Schedule.

## Section 2 – Interest Rate and Payments

Interest on the outstanding loan balance shall accrue at the Interest Rate specified above, calculated on a 365-day year basis. Payments shall be made in the amounts and according to the schedule set forth in the Payment Schedule section.

## Section 3 – Prepayment

The Borrower may prepay all or any portion of the unpaid principal balance of the Loan at any time without penalty. Any partial prepayment shall not postpone the due date of any subsequent payments unless agreed by the Lender in writing.

## Section 4 – Security Interest

To secure the Borrower's obligations under this Agreement, the Borrower grants the Lender a security interest in the Collateral described above. The Borrower agrees to execute any documents necessary to perfect the Lender's security interest under applicable law.

## Section 5 – Borrower's Representations and Warranties

The Borrower represents and warrants that all information provided to the Lender is true, complete, and accurate. The

Borrower is legally capable of entering into this Agreement and the execution and delivery of this Agreement have been duly authorized.

#### **Section 6 – Covenants of Borrower**

The Borrower agrees to maintain the Collateral in good condition, to insure it against loss or damage, and to comply with all applicable laws relating to the Collateral. The Borrower shall promptly notify the Lender of any event that materially affects the Borrower's ability to perform its obligations.

#### **Section 7 – Default**

The Borrower shall be in default if it fails to make any payment when due, breaches any representation or covenant, becomes insolvent, or files for bankruptcy. Upon default, the Lender may declare all sums owed immediately due and payable and exercise all rights and remedies under this Agreement and applicable law.

#### **Section 8 – Remedies**

Upon Default, the Lender may proceed to repossess and dispose of the Collateral in accordance with applicable law. The Borrower waives all rights to require the Lender to proceed against any other person or collateral before proceeding against the Borrower or the Collateral.

#### **Section 9 – Governing Law**

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

#### **Section 10 – Notices**

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail (return receipt requested), nationally recognized overnight courier, or electronic transmission with confirmation, to the addresses provided herein or such other address as a party may designate by notice.

#### **Section 11 – Waivers**

No delay or failure by the Lender to exercise any right or remedy shall constitute a waiver thereof. No waiver shall be effective unless in writing signed by the waiving party.

#### **Section 12 – Severability**

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

#### **Section 13 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

#### **Section 14 – Amendments**

Any amendment or modification of this Agreement must be in writing and signed by both parties.

#### **Section 15 – Assignment**

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

#### **Section 16 – Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Section 17 – No Oral Agreements**

No oral agreement or representation shall have any force or effect unless incorporated in a written amendment to this Agreement.

**Section 18 – Attorney's Fees and Costs**

If any legal action or proceeding is brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**Section 19 – Joint and Several Liability**

If more than one Borrower executes this Agreement, their obligations shall be joint and several.

**Section 20 – Signatures**

The parties have executed this Agreement as of the Effective Date set forth above.

**LENDER'S SIGNATURE**

**BORROWER'S SIGNATURE**

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

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

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