

RECURRING PAYMENT AGREEMENT

Location: _____ Effective Date: _____

Parties:

Payor (the 'Payer'): _____

Payee (the 'Recipient'): _____

Payment Terms:

Recurring Payment Amount: _____ USD

Payment Frequency (e.g., Monthly, Quarterly): _____

Payment Method (e.g., ACH, Wire Transfer, Check): _____

Term and Termination:

This Agreement shall commence on the Effective Date and continue until terminated by either party upon providing at least thirty (30) days written notice to the other party. Termination shall not affect any payment obligations accrued prior to termination.

Authorization and Payment Processing:

Payer authorizes Recipient to initiate recurring debit entries to Payer's designated account as per the payment method indicated. Payer agrees to provide and maintain accurate payment information and to notify Recipient of any changes promptly. Recipient shall process payments in accordance with the agreed schedule.

Late Payment and Insufficient Funds:

If a payment is not received by the due date, Recipient may assess a late fee of \$25 or 5% of the payment amount, whichever is greater. Payer shall be responsible for any bank fees or penalties incurred due to insufficient funds or rejected payments.

Representations and Warranties:

Each party represents and warrants that it has the legal capacity to enter into this Agreement, and that the execution and performance will not violate any applicable law or contractual obligation.

Confidentiality:

The parties agree to maintain the confidentiality of all non-public information obtained in connection with this Agreement and shall not disclose such information except as required by law or with prior written consent.

Limitation of Liability:

Neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement, except for damages resulting from gross negligence or willful misconduct.

Indemnification:

Each party agrees to indemnify and hold harmless the other party from and against any claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of breach of this Agreement or negligence.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Severability:

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

Entire Agreement:

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements and understandings.

Amendments:

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

Waiver of Jury Trial:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Signatures:

PAYER'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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