

# CAR LOAN AGREEMENT

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

## Lender Information:

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

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

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

## Borrower Information:

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

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

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

## Vehicle Information:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

VIN (Vehicle Identification Number): \_\_\_\_\_

## Loan Terms:

Loan Amount: \_\_\_\_\_ USD

Interest Rate (Annual Percentage Rate): \_\_\_\_\_

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

Monthly Payment Amount: \_\_\_\_\_ USD

Payment Due Date Each Month: \_\_\_\_\_

## Security Interest:

Borrower grants Lender a security interest in the Vehicle described above as collateral for the loan. Borrower agrees not to sell, transfer

## Borrower's Representations and Warranties:

Borrower represents that all information provided is true and accurate. Borrower has the legal right to enter into this Agreement and to grant the security interest described. Borrower agrees to maintain insurance on the Vehicle for the duration of the loan and provide proof to Lender upon request.

## Lender's Rights and Remedies:

If Borrower defaults under this Agreement, Lender shall have all rights and remedies available under applicable law, including but not limited to repossession of the Vehicle without further notice, to the extent permitted by law. Borrower agrees to pay all costs and expenses incurred by Lender in enforcing its rights.

## Default:

Borrower will be in default if any payment is not received within 15 days after the due date, Borrower fails to maintain insurance, sells or transfers the Vehicle without consent, or otherwise breaches any term of this Agreement. Upon

default, Lender may declare the entire unpaid balance immediately due and payable.

**Prepayment:**

Borrower may prepay all or any part of the loan at any time without penalty. Prepayments will be applied first to accrued interest and then principal.

**Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflicts of law principles. 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 invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed so as to best effectuate the intent of the parties.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties relating to the loan and supersedes all prior understandings. No amendment shall be effective unless in writing and signed by both parties.

**Notices:**

All notices under this Agreement shall be in writing and shall be deemed effective upon delivery if delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or electronic means capable of confirming receipt, addressed to the parties at their respective addresses above or to such other address as either party may designate by notice.

**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 ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**Signatures; Counterparts:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Electronic signatures and PDF copies shall be deemed valid and enforceable.

**LENDER'S SIGNATURE**

**BORROWER'S SIGNATURE**

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

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

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