

# FINANCIAL AGREEMENT BETWEEN TWO PARTIES

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

## Party A Information:

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

Government ID / Driver License No.: \_\_\_\_\_

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

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

## Party B Information:

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

Government ID / Driver License No.: \_\_\_\_\_

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

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

## Agreement Details:

Principal Amount: \_\_\_\_\_ USD

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

Payment Schedule and Terms: \_\_\_\_\_

Collateral (if any): \_\_\_\_\_

## Clause 1 – Purpose of Agreement

This Agreement sets forth the terms and conditions under which Party A agrees to lend and Party B agrees to borrow the Principal Amount specified above, subject to the terms detailed herein.

## Clause 2 – Loan Amount and Disbursement

Party A agrees to disburse to Party B the Principal Amount pursuant to the payment schedule agreed upon by both parties.

## Clause 3 – Interest

Party B shall pay Party A interest on the outstanding Principal Amount at the rate specified above, calculated on a per annum basis, compounded as agreed.

## Clause 4 – Payment Terms

Payments of principal and interest shall be made by Party B according to the agreed payment schedule. All payments shall be made in United States Dollars and without deduction or withholding.

## Clause 5 – Prepayment

Party B may prepay all or any part of the Principal Amount and accrued interest at any time without penalty.

## Clause 6 – Collateral

If applicable, the collateral described above secures the obligations of Party B under this Agreement. Party B grants Party A a security interest in the collateral described.

**Clause 7 – Representations and Warranties**

Each party represents that it has the legal power and authority to enter into this Agreement and to perform its obligations hereunder.

**Clause 8 – Default**

If Party B fails to make any payment when due or breaches any other term of this Agreement, Party A may declare the entire outstanding balance immediately due and payable.

**Clause 9 – Remedies**

Upon default, Party A may exercise all rights and remedies available under applicable law, including but not limited to foreclosure on collateral and legal action for recovery.

**Clause 10 – Governing Law**

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

**Clause 11 – Dispute Resolution**

The parties agree to attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation. If unresolved, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

**Clause 12 – Notices**

All notices required or permitted under this Agreement shall be in writing and deemed effectively given when personally delivered, sent by certified mail, or by recognized overnight courier to the addresses provided by the parties.

**Clause 13 – Confidentiality**

The parties agree to keep all terms and conditions of this Agreement confidential, except as required by law or with prior written consent.

**Clause 14 – Assignment**

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

**Clause 15 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

**Clause 16 – Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

**Clause 17 – Severability**

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

**Clause 18 – Waiver**

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

**Clause 19 – Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together

constitute one and the same instrument.

**Clause 20 – Signatures**

The parties have executed this Agreement by their duly authorized representatives as of the date first written above.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

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

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

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