

## SIMPLE FINANCIAL AGREEMENT

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

### **PARTIES INFORMATION:**

Lender's Full Name: \_\_\_\_\_

Lender's Address: \_\_\_\_\_

Borrower's Full Name: \_\_\_\_\_

Borrower's Address: \_\_\_\_\_

### **LOAN DETAILS:**

Principal Amount (USD): \_\_\_\_\_

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

Loan Term (Months): \_\_\_\_\_

Monthly Payment Amount (USD): \_\_\_\_\_

### **PAYMENT TERMS:**

Payments shall be made monthly on or before the \_\_\_\_ day of each month.

Late payments may incur a fee of \_\_\_\_% of the monthly payment amount.

### **SECURITY INTEREST:**

As security for the payment and performance of this Agreement, Borrower grants Lender a security interest in all collateral described in any attached Schedule or agreed upon in writing. Borrower agrees to execute any documents necessary to perfect such security interest.

### **BORROWER'S REPRESENTATIONS AND WARRANTIES:**

Borrower represents and warrants that all information provided to Lender is true, complete, and accurate. Borrower has the full right and authority to enter into this Agreement and perform its obligations. This Agreement constitutes a legal, valid, and binding obligation of Borrower enforceable in accordance with its terms.

### **LENDER'S REPRESENTATIONS AND WARRANTIES:**

Lender represents and warrants that it has the full right and authority to enter into this Agreement and perform its obligations. This Agreement constitutes a legal, valid, and binding obligation of Lender enforceable in accordance with its terms.

### **EVENTS OF DEFAULT:**

Events of Default include, without limitation: (a) Borrower's failure to make any payment when due; (b) Borrower's breach of any representation, warranty, or covenant herein; (c) Borrower's insolvency or bankruptcy; (d) Borrower's failure to perform any other obligation under this Agreement.

### **REMEDIES UPON DEFAULT:**

Upon the occurrence of an Event of Default, Lender may declare the entire unpaid principal and accrued interest immediately due and payable, exercise all rights and remedies available at law or in equity, including foreclosure on any collateral securing this Agreement.

**GOVERNING LAW AND VENUE:**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of \_\_\_\_\_, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**MISCELLANEOUS:**

1. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements. 2. Amendments: Any amendments must be in writing and signed by both parties. 3. Severability: If any provision is held invalid or unenforceable, the remainder shall remain in full force and effect. 4. Waiver: No waiver of any breach shall be deemed a waiver of any other or subsequent breach. 5. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original. 6. Notices: All notices shall be in writing and delivered by hand, certified mail, overnight courier or email with confirmation.

**SIGNATURES:**

**LENDER**

**BORROWER**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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