**Loan Agreement**

This document is a Loan Agreement ("Agreement") and is made effective the [DATE],

**BETWEEN: [LENDER NAME]** (the "Lender"), an individual with his main address located at OR a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Borrower"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [YOUR COMPLETE ADDRESS]

1. **PROMISE TO PAY**

Within [NUMBER] months from today, Borrower promises to pay to Lender the sum of [AMOUNT], and interest and other charges stated below.

1. **RESPONSIBILITY**

Although this Agreement may be signed below by more than one person, Borrower understands that we are each as individuals responsible for paying back the full amount.

1. **BREAKDOWN OF LOAN**

**Amount of Loan:**

**Other (Describe)**

**Amount financed:**

**Finance charge:**

**Total of payments:**

**Annual Rate:**

1. **REPAYMENT**

This is how Borrower will repay: Borrower will repay the amount of this note in [NUMBER] equal uninterrupted monthly instalments of [AMOUNT] each on the [DAY] of each month starting on the [DATE], and ending on [DATE].

1. **PREPAYMENT**

Borrower has the right to prepay the whole outstanding amount at any time. If Borrower does, or if this loan is refinanced – that is, replaced by a new note – Lender will refund the unearned finance charge, figured by the [RULE] – a commonly used formula for figuring rebates on instalment loans.

1. **LATE CHARGE**

Any instalment not paid within [NUMBER] days of its due date shall be subject to a late charge of [%] of the payment, not to exceed [AMOUNT] for any such late instalment.

1. **SECURITY**

To protect Lender, Borrower gives what is known as a security interest or mortgage in:

[DESCRIBE]

1. **DEFAULT**

If for any reason Borrower fail to make any payment on time, Borrower shall be in default. The Lender can then demand immediate payment of the entire remaining unpaid balance of this loan, without giving anyone further notice. If Borrower has not paid the full amount of the loan when the final payment is due, the Lender will charge me interest on the unpaid balance at [%] per year.

1. **RIGHT OF OFFSET**

If this loan becomes past due, the Lender will have the right to pay this loan from any deposit or security Borrower have with this Lender without notice to me. If the Lender gives me an extension of time to pay this loan, Borrower still must repay the entire loan.

1. **COLLECTION FEES**

If this note is placed with an attorney for collection, then Borrower agree to pay an attorney's fee of [%] of the unpaid balance. This fee will be added to the unpaid balance of the loan.

1. **CO-BORROWERS**

If Borrower is signing this Agreement as a co-borrower, Borrower agrees to be equally responsible with the Borrower for this loan.

LENDER BORROWER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title