

Loan Agreement, California

This **Loan Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**"), by and between the following parties:

Lender

Borrower

Lender and Borrower may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Lender agrees to loan funds to Borrower, and Borrower agrees to repay such funds in accordance with the provisions stated herein.

2. Loan Amount

Lender agrees to loan Borrower the principal sum of _____ ("**Loan**").

The Loan shall be disbursed as follows:

3. Interest

The Loan shall bear interest at a rate of _____ % per annum. Interest shall be calculated based on _____.

4. Repayment Terms

Borrower agrees to repay the Loan as follows:

Payment Type	Amount	Due Date	Notes

All payments shall be made to Lender at _____.

5. Prepayment

Borrower may prepay all or any portion of the Loan at any time without penalty, unless otherwise stated here:

6. Late Payments

If any payment is not received within _____ days after its due date, Borrower shall pay a late fee of _____.

7. Security

This Loan is secured by the following collateral:

Borrower grants Lender a security interest in the collateral until the Loan is fully repaid.

8. Representations and Warranties

Borrower represents that:

- Borrower has the legal capacity to enter into this Agreement
- The Loan will be used for lawful purposes
- All information provided to Lender is accurate and complete

Lender represents that it has the authority to provide the Loan under this Agreement.

9. Covenants

Borrower agrees to:

- Repay the Loan in accordance with this Agreement
- Maintain any collateral in good condition (if applicable)
- Notify Lender of any material changes affecting repayment ability

10. Default

Borrower shall be in default if any of the following occurs:

- Failure to make any payment when due
- Breach of any provision of this Agreement
- Insolvency or inability to pay debts

11. Remedies Upon Default

Upon default, Lender may:

- Declare the entire unpaid balance immediately due and payable
- Enforce any rights against collateral (if applicable)
- Pursue any lawful remedies available

Borrower shall be responsible for reasonable costs incurred in enforcing this Agreement, to the extent permitted by applicable law.

12. Termination

This Agreement shall remain in effect until the Loan and all accrued interest have been fully repaid, unless terminated earlier by mutual written agreement of the Parties.

Termination shall not relieve Borrower of repayment obligations incurred prior to termination.

13. Governing Law

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

14. Dispute Resolution

Any disputes arising out of or related to this Agreement shall be resolved through good faith negotiations between the Parties. If unresolved, disputes may be submitted to a court of competent jurisdiction.

15. Amendments

This Agreement may only be amended by a written document signed by both Parties.

16. Assignment

Borrower may not assign or transfer any rights or obligations under this Agreement without prior written consent of Lender.

Lender may assign this Agreement with written notice to Borrower.

17. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements related to the Loan.

18. Notices

All notices under this Agreement shall be in writing and delivered to the addresses listed above or to any updated address provided in writing.

19. Severability

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

20. Signatures

By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

Lender

Name

Date

Signature

Borrower

Name

Date

Signature



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