**State of [INSERT STATE]**

**PAYMENT PLAN**

**Background**

This payment plan (the “Payment Plan”) is created and effective as of the [INSERT DATE] (the “Commencement Date”).

The Payment Plan is between:

1. [INSERT LENDER DETAILS] (the “Lender”)
2. [INSERT BORROWER DETAILS] (the “Borrower”)

Collectively the “Parties”.

By signing this agreement, for the reasons outlined below, and in consideration of the mutual covenants and obligations outlined hereto, with the intention to be legally bound, the Lender and Borrower agree to the following terms:

**Purpose**

1. This Payment Plan is between the Lender and the Borrower.
2. The Borrower is liable to the Lender for the amount of $[INSERT BORROWED AMOUNT] (the “Debt”).
3. The Borrowers is obtaining this Debt [for [INSERT REASON FOR THE BORROW] OR [for the reasons outlined within schedule 1.]
4. All terms referred to within this agreement shall be interpreted in accordance with the original documents and agreements.
5. Unless expressly stated, the original agreement shall remain unamended and in full force and effect.

**[Deferral**

1. The Deferral will apply for the duration of [INSERT DATE] until [INSERT DATE] covering the Debt.]

**Payment**

1. [Payment shall be paid as a lump sum. The Borrower will make payments in the sum of $[INSERT AMOUNT] [as outlined within schedule 1]. OR
2. [Payment shall be paid in instalments. The Borrower will pay $[INSERT AMOUNT] commencing on the [INSERT DATE] until the [INSERT DATE] on the [INSERT DATE] every [INSERT DURATION].
3. Interest will not accrue on any of the instalments.

**Payment Method:**

1. The Lender accepts the following payment methods:
	1. [Cash]
	2. [Bank transfer]
	3. [Personal cheque]
	4. [Money order]
	5. [Credit card and debit cards]

[Paypal]

* 1. [INSERT OTHER]
1. The Lender shall [deliver payment by hand] OR [mailed to [INSERT ADDRESSS]]
2. [The Lender will be entitled to a discount of $[INSERT AMOUNT] on the condition that [INSERT CONDITION]. The discount will be applied [once] OR [every payment period] OR [every other payment period] OR [INSERT OTHER]].

**Indemnity**

1. The Lender shall release the Borrower of any penalties and fees relating to a claim resulting from damage of deficiencies that occurred prior to this agreement.

**Acceleration**

1. The Lender is entitled to damages for late payment.
2. The Borrowers payment is considered to be late if it is made [INSERT DAYS] days after it was due.

**Representations and Warranties**

1. Each party warrants that they have the full authority to enter into this agreement and that doing so will not be an infringement or violation of any other parties’ rights.

**No Variation and Waiver**

1. No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party for the time being. A waiver of any right or remedy under this Agreement or by law is only effective if it is given in writing and is signed by the party waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

**Survival**

1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 18 shall not affect the validity and enforceability of the rest of this agreement.

**Entire Agreement**

1. This Agreement (together with the documents referred to in it) constitutes the entire Agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements, and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement (and any documents referred to in it), he does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or those documents. Nothing in this clause 19 shall limit or exclude any liability for fraud.

**Assignment and Other Dealings**

1. No party shall assign, transfer, mortgage, charge, subcontract, declare a trust over a deal in any other manner with any or all of his rights and obligations under this Agreement (or any other document referred to in it) without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Each party confirms that he is acting on his own behalf and not for the benefit of any other person.

**Third Parties**

1. Except as expressly provided elsewhere in this Agreement, no one other than a party to this Agreement, its successors and permitted assignees, shall have any right to enforce any of its terms.

**Joint and Several Liability**

1. The Indemnitors obligations are joint and severally liable.

**Governing Law and Jurisdiction**

1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of [INSERT STATE]. Each party irrevocably agrees that the courts of [INSERT STATE] have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**Disputes**

1. If a dispute arises under or in connection with this agreement (“Dispute”), including any Dispute arising out of any amount due to a party, then before bringing any legal proceedings or commencing any other alternative dispute resolution procedure in connection with such Dispute, a party must first give written notice (“Dispute Notice”) of the Dispute to the other party describing the Dispute and requesting that it is resolved under the dispute resolution procedure described in this clause 24. Disputes arising under this agreement shall be resolved by: (Insert those that apply)
	1. [Bringing proceedings in the courts of [INSERT STATE].]
	2. [Arbitration in accordance with the American Arbitration Association.]
	3. [Mediation. If the parties fail to come to an agreement by mediation, then it shall be resolved through arbitration.]
2. If a dispute arises resulting in legal action, the unsuccessful party shall indemnify the successful party for the legal fees that have incurred as a result.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Commencement Date.

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 **Borrower Name Borrower Signature**

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 **Lender Name Lender Signature**