

Payment Agreement Contract

This Payment Agreement Contract (the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between, with an address of _____ (the “**Debtor**”), and _____, with an address of _____ (the “**Creditor**”). The Debtor and the Creditor are collectively referred to as the “Parties.”

[Purpose of Agreement]

1. The Debtor acknowledges owing the Creditor the principal sum of _____ (the “Debt”). The Parties wish to set forth a structured payment plan and related terms to satisfy the Debt.

[Parties & Contact Information]

2. Each Party designates the following for delivery of notices or other communications under this Agreement:
 - **Debtor Contact:** _____
 - **Creditor Contact:** _____

[Payment Amount & Schedule]

3. Total Amount Due: _____.
Payment Schedule:
 - Number of payments: _____
 - Payment amount: _____ each
 - First payment due: _____
 - Frequency (e.g., monthly, bi-weekly): _____Final Maturity Date: _____

[Payment Method & Instructions]

4. Payments shall be made by ☐ bank transfer ☐ check ☐ online payment app (other: _____).
- Account Name: _____
 - Bank / App Details: _____

[Interest, Fees, & Penalties]

5. **Interest:** Simple interest at _____ % per _____ accrues on any unpaid principal balance from the Effective Date.

Late Fee: A late charge of _____ % of any overdue installment applies if a payment is more than _____ calendar days late.

Returned-Payment Fee: _____ per returned or reversed payment.

[Default, Remedies & Acceleration]

6. Failure to pay any installment within _____ days after its due date constitutes an Event of Default. Upon default the Creditor may, at its sole option:
- a. Acceleration: Declare the entire outstanding balance and accrued interest immediately due and payable.
 - b. Collection Costs: Recover all reasonable costs of collection, including attorney's fees and court costs.
 - c. Security Interest (if any): Exercise any rights with respect to collateral described in Schedule A (attach if applicable).

[Release, Indemnification & Assignment]]

7. Release on Full Payment: Upon receipt of all payments, the Creditor releases and forever discharges the Debtor from the Debt.
- 7.1. Indemnification: Each Party shall indemnify the other against any loss arising from its breach of this Agreement.

- 7.2. Assignment: Neither Party may assign its rights or obligations without prior written consent, except the Creditor may assign to an affiliate or financing entity upon notice to the Debtor.

[Modification & Waiver]

8. No amendment or waiver of any provision of this Agreement is effective unless in a writing signed by both Parties. A waiver on one occasion is not a waiver on any subsequent occasion.

[Governing Law & Jurisdiction]

9. This Agreement is governed by and construed in accordance with the laws of **[STATE / COUNTRY]**, without regard to its conflict-of-law rules. The Parties submit to the exclusive jurisdiction of the courts located in **[COUNTY, STATE / COUNTRY]** for any dispute arising under this Agreement.

[Dispute Resolution]

10. The Parties shall first attempt in good faith to resolve any dispute by mediation in **[Location]**. If mediation is unsuccessful within 30 days, the dispute shall be resolved by binding arbitration administered by **[Arbitration Body]** in accordance with its rules. Judgment on the award may be entered in any court of competent jurisdiction.

[Notices]

11. All notices must be in writing and delivered personally, by certified mail (return receipt requested), or by reputable overnight courier to the addresses stated above (or any updated address provided in writing).

[Severability]

12. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision shall be interpreted to fulfill its intended purpose to the maximum lawful extent.

[Entire Agreement]

13. This document constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior understandings, oral or written.

The Parties agree to the terms and conditions of this Agreement set forth above as demonstrated by their signatures as follows:

Debtor

[NAME OF DEBTOR]

Creditor

[NAME OF CREDITOR]

[SIGNATURE]

Date:

[SIGNATURE]

Date: