

LOAN AGREEMENT – FLORIDA

Lender:

Borrower:

1. Loan Amount and Disbursement

Lender agrees to loan Borrower the principal sum specified in the attached Schedule (the “Loan Amount”). The Loan Amount shall be disbursed to Borrower upon execution of this Agreement or as otherwise agreed in writing by the parties.

2. Interest Rate

The Loan Amount shall bear interest at the rate specified in the attached Schedule, computed on a 365-day year basis and payable as provided herein.

3. Repayment Terms

Borrower shall repay the Loan Amount, together with accrued interest, in accordance with the payment schedule set forth in the attached Schedule. All payments shall be made in lawful money of the United States.

4. Prepayment

Borrower may prepay the Loan Amount in whole or in part at any time without premium or penalty. Any prepayment shall be applied first to accrued interest and then to principal.

5. Default

If Borrower fails to make any payment when due, or otherwise breaches any term of this Agreement, Lender may declare the entire unpaid principal balance and accrued interest immediately due and payable. Upon default, Borrower shall also be responsible for all costs of collection, including reasonable attorneys' fees.

6. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the county specified in the attached Schedule, and the parties hereby consent to the jurisdiction and venue thereof.

7. Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LOAN TRANSACTION.

8. Entire Agreement

This Agreement, including the attached Schedule and any other documents executed contemporaneously, constitutes the entire agreement between the parties with respect to the Loan and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

9. Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

10. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

11. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier; (c) on the date sent by email or other electronic means with confirmation of transmission; or (d) on the date received by certified or registered mail, return receipt requested, addressed to the respective parties at the addresses set forth in the attached Schedule or such other address as may be designated in writing.

12. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (including PDF) shall be deemed valid and binding.

LENDER'S SIGNATURE

BORROWER'S SIGNATURE

Signature: _____

Signature: _____

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