

# BUSINESS LOAN AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Lender Information:

Full Legal Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

## Borrower Information:

Full Legal Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

## Loan Details:

Principal Amount (USD): \_\_\_\_\_

Interest Rate (% per annum): \_\_\_\_\_

Term Length (months): \_\_\_\_\_

Payment Schedule: \_\_\_\_\_

### 1. Loan Purpose

The Borrower agrees to use the loan funds solely for lawful business purposes, including but not limited to operational expenses, capital expenditures, and other legitimate business needs as approved by the Lender.

### 2. Interest and Payment Terms

Interest on the outstanding principal balance shall accrue at the agreed annual rate, calculated monthly and compounded in accordance with applicable law. Payments shall be made according to the Payment Schedule described above and shall include principal and accrued interest.

### 3. Prepayment

The Borrower may prepay all or any part of the loan without penalty unless otherwise specified in writing. Any prepayment shall first cover accrued interest and then principal.

### 4. Security Interest

The loan shall be secured by the collateral described in an attached Security Agreement. The Borrower grants the Lender a security interest in such collateral to secure repayment of the loan and performance of all obligations under this Agreement.

### 5. Representations and Warranties

The Borrower represents and warrants that: (a) it is duly organized, validly existing, and in good standing under applicable laws; (b) it has full power and authority to enter into this Agreement; (c) no conflicts exist with other agreements; and (d) all information provided to the Lender is true, accurate, and complete.

## **6. Covenants**

The Borrower agrees to: (a) maintain its business in compliance with applicable laws; (b) provide financial statements and information as reasonably requested by the Lender; (c) maintain insurance on collateral and business operations; and (d) not encumber collateral without prior written consent from the Lender.

## **7. Events of Default**

Events of Default include, but are not limited to: failure to make timely payments, insolvency, breach of representations or covenants, or material adverse change in the Borrower's financial condition. Upon default, the Lender may declare the loan immediately due and payable and exercise all rights and remedies available under law and this Agreement.

## **8. Remedies**

Upon an Event of Default, the Lender may pursue any and all remedies permitted by law or equity, including but not limited to foreclosure on collateral, collection actions, and seeking damages. Remedies are cumulative and not exclusive.

## **9. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_ for any disputes arising hereunder.

## **10. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth above or such other address as a party may designate by notice.

## **11. Amendments**

No modification or waiver of any provision of this Agreement shall be effective unless in a written instrument signed by the party against whom enforcement is sought.

## **12. Severability**

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most nearly reflects the parties' original intent.

## **13. Entire Agreement**

This Agreement, together with any attached exhibits or schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties.

**14. Counterparts; 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. Electronic signatures shall be deemed valid and enforceable as originals.

**LENDER'S SIGNATURE**

**BORROWER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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