

CREDIT CARD PAYMENT PLAN AGREEMENT

Account Holder Name: _____ Account Number: _____

Payment Plan Details:

Total Amount Owed (USD): _____

Number of Payments: _____ Payment Amount (USD): _____

Payment Frequency (e.g., monthly, bi-weekly): _____

First Payment Date: _____

Parties:

Creditor Name: _____

Creditor Address: _____

Debtor Name: _____

Debtor Address: _____

Clause 1 – Agreement to Pay

The Debtor agrees to repay the total amount owed to the Creditor under the terms and conditions set forth in this Payment Plan Agreement (the “Agreement”).

Clause 2 – Payment Schedule

Payments shall be made in the number of installments, each in the amount and frequency specified above. All payments must be made by the Debtor by the due dates established under this Agreement.

Clause 3 – Method of Payment

Payments shall be made by automatic withdrawal, check, credit card charge, or such other method as agreed upon between the Parties.

Clause 4 – Late Payments and Default

Any payment not received within five (5) calendar days of the due date shall be considered late and may incur a late fee as allowed by applicable law. If the Debtor fails to make payments as agreed for a period of thirty (30) days or more, the Creditor may declare the entire remaining balance immediately due and payable.

Clause 5 – Prepayment

The Debtor may prepay all or any portion of the balance owed at any time without penalty.

Clause 6 – Interest

Interest will accrue on the unpaid balance at the Annual Percentage Rate (APR) disclosed on the original credit agreement, or as otherwise agreed in writing by the Parties and permitted by applicable law.

Clause 7 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the state where the Creditor's principal place of business is located, without regard to conflict of law principles.

Clause 8 – Amendments

Any modification or amendment to this Agreement must be in writing and signed by both Parties to be valid and

enforceable.

Clause 9 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic communication with confirmation of receipt to the addresses set forth above or such other addresses as the Parties may designate.

Clause 10 – Severability

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

Clause 11 – Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, whether oral or written.

Clause 12 – Waiver

Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Clause 13 – Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Clause 14 – Dispute Resolution

Any disputes arising out of or related to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreed arbitration organization.

Clause 15 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Clause 16 – Representations and Warranties

Each Party represents and warrants that it has full power and authority to enter into this Agreement and to carry out its obligations hereunder.

Clause 17 – Confidentiality

The terms of this Agreement and any related information shall be treated as confidential and shall not be disclosed to any third party except as required by law or with prior written consent.

Clause 18 – No Assignment

Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

Clause 19 – Force Majeure

Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes, or governmental actions.

Clause 20 – Signatures

The Parties have executed this Agreement as of the date of signature below, acknowledging that they have read, understood, and agree to be bound by its terms.

CREDITOR'S SIGNATURE

DEBTOR'S SIGNATURE

Signature: _____

Signature: _____

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