



This Restaurant Loan Agreement (which will also be known as the “Agreement”) is legally made and organized in accordance with the [INSERT YEAR] [INSERT LAW/ACT/RULE/PROVISION] of [INSERT NAME OF CITY/STATE/PROVINCE/COUNTRY] and legally binds the following:

[INSERT NAME OF RESTAURANT BUSINESS REPRESENTATIVE], the BORROWER, (who will also be known as the “Restaurant Business” throughout the entirety of this Agreement), a [INSERT JOB TITLE/POSITION OF REPRESENTATIVE] at [INSERT NAME OF RESTAURANT BUSINESS] whose current business address is located at [INSERT COMPLETE BUSINESS ADDRESS OF RESTAURANT], [INSERT NAME OF CITY/STATE/PROVINCE];

And

[INSERT NAME OF LENDING COMPANY REPRESENTATIVE], the LENDER, (who will also be known as the “Lending Company” throughout the entirety of this Agreement), a [INSERT JOB TITLE/POSITION OF REPRESENTATIVE] at [INSERT NAME OF LENDING COMPANY] whose current business address is located at [INSERT COMPLETE BUSINESS ADDRESS OF LENDING COMPANY], [INSERT NAME OF CITY/STATE/PROVINCE].

If any Co-Borrowers:

And

[INSERT NAME OF CO-BORROWER] (Who will also be known as the “Co-Borrower” throughout the entirety of this Agreement), a [INSERT JOB TITLE/POSITION OF CO-BORROWER] at [INSERT NAME OF COMPANY THE CO-BORROWER IS ASSOCIATED WITH] whose current business address is located at [INSERT COMPLETE BUSINESS ADDRESS OF THE CO-BORROWER’S COMPANY], [INSERT NAME OF CITY/STATE/PROVINCE].

**RECITALS**

Whereby:

1. The Restaurant Business has expressed a desire to borrow from the Lending Company an amount of [INSERT CURRENCY] [INSERT AMOUNT].
2. The Lending Company has expressed a desire to lend to the Restaurant Business an amount of [INSERT CURRENCY] [INSERT AMOUNT].

[4412 Roosevelt Street, San Francisco, CA 94114]

[+1 415 359 1127 | hello@gourmet.com]

[gourmet.com]

1. This [INSERT CURRENCY] [INSERT AMOUNT] (which will be known furthermore as the “Loan”) will be used by the Restaurant Business for the sole purpose of [SPECIFY PURPOSE OR PURPOSES OF THE RESTAURANT BUSINESS WITH REGARDS TO THE LOAN HERE].
2. The Restaurant Business and the Lending Company will be referred to separately as the “Party” and collectively as the “Parties” throughout the entirety of this Agreement.
3. [SPECIFY ADDITIONAL RECITALS HERE].

The Restaurant Business and the Lending Company will be referred to collectively as the “Parties” and separately as the “Party” all throughout this entire Agreement.

**TERMS AND CONDITIONS**

The Parties acknowledge and agree to strictly uphold all of the following terms and conditions of this Agreement:

**DEFINITION OF TERMS**

1. Borrower - This term will refer to the individual known as [INSERT FIRST NAME] [INSERT MIDDLE NAME] [INSERT LAST NAME] who has requested for a loan amounting to [INSERT CURRENCY] [INSERT AMOUNT] from the Lending Company and which will be utilized for the purpose of [SPECIFY PURPOSE HERE].
2. Co-Borrowers - This term will refer to the [INSERT INDIVIDUAL/INDIVIDUALS] known as [INSERT FIRST NAME] [INSERT MIDDLE NAME] [INSERT LAST NAME] who share the same responsibilities as the Restaurant Business in accordance to this Agreement.
3. Lender - This term will refer to the individual known as [INSERT FIRST NAME] [INSERT MIDDLE NAME] [INSERT LAST NAME] who has agreed to lend to the Restaurant Business an amount of [INSERT CURRENCY] [INSERT AMOUNT] which will be utilized for [SPECIFIC PURPOSE HERE].
4. Loan - This term will refer to the amount of [INSERT CURRENCY] [INSERT AMOUNT] being landed by the Lending Company to the Restaurant Business.
5. Parties - This term will refer to the Restaurant Business and the Lending Company collectively.
6. Party - This term will refer to the Restaurant Business and the Lending Company individually.
7. [SPECIFY ADDITIONAL TERMS AND THEIR DEFINITIONS HERE].

**PERIOD OF EFFECTIVITY**

This Agreement terms and conditions will be made effective from the [INSERT NUMBER] of [INSERT MONTH] of the year [INSERT YEAR] to the [INSERT NUMBER] of [INSERT MONTH] of the year [INSERT YEAR], which by then the Restaurant Business will be expected to have provided full and just compensation to the Lending Company.

**THE LOAN**

The Lending Company grants the Restaurant Business permission to borrow an amount (which will also be known as the “Loan” throughout the entirety of this Agreement). The Restaurant Business will be able to claim and receive such amount via [SPECIFY] at the [INSERT LOCATION].

An official breakdown of the Loan has been provided for in Appendix A: “Official Loan Breakdown” in the Appendices section of this Agreement.

**PURPOSE OF THE LOAN**

The Loan will be exclusively utilized for the following [INSERT PURPOSE/PURPOSES] only:

1. [SPECIFY PURPOSE OF LOAN HERE].
2. [SPECIFY ADDITIONAL PURPOSES FOR THE LOAN HERE].

**COMPENSATION FOR LOAN**

The Restaurant Business will provide just and adequate compensation to the Lending Company for the Loan in the form of [INSERT WEEKLY/MONTHLY/ETC] instalments amounting to [INSERT CURRENCY] [INSERT AMOUNT] each. These instalments are to be paid every [SPECIFY] through a bank deposit to be made at the [INSERT NAME OF BANK] bank located in [INSERT COMPLETE BUSINESS ADDRESS OF BANK], [INSERT NAME OF CITY/STATE/PROVINCE/COUNTRY], [INSERT ZIP CODE] under the account name [SPECIFY ACCOUNT NAME HERE] and account number [SPECIFY ACCOUNT NUMBER HERE].

The official payment schedule is explained in further detail in Appendix B: “Borrower’s Official Payment Schedule” under the Appendices section of this Agreement.

**MODES OF PAYMENT**

The Restaurant Business will be able to provide full and just compensation for the Loan through the following modes of payment:

1. [SPECIFY MODE OF PAYMENT HERE];
2. [SPECIFY MODE OF PAYMENT HERE];
3. [SPECIFY MODE OF PAYMENT HERE];
4. [SPECIFY MODE OF PAYMENT HERE];
5. [SPECIFY MODE OF PAYMENT HERE];

**PREPAYMENT**

The Lending Company will grant the Restaurant Business with the legal right to provide compensation for the Loan in whole at any time throughout this Agreement’s official period of effectivity. Should the Restaurant Business be able to provide full compensation for the Loan, then the Lending Company will receive such compensation and [SPECIFY ADDITIONAL DETAILS HERE].

**ACCOUNTABILITY**

The Parties acknowledge and agree that each of them will be responsible, both separately and collectively, for fulfilling the promise of having full and just compensation to be provided for the Loan on or before the [INSERT NUMBER] of [INSERT MONTH] of the year [INSERT YEAR].

**APPLICABLE COLLECTION FEES**

In addition to the instalments to be paid by the Restaurant Business, the Lending Company will also apply a collection fee that is equivalent to [INSERT CURRENCY] [INSERT AMOUNT] which is equivalent to % [PERCENTAGE] of each instalment to be paid by the Restaurant Business.

**DEFAULT**

In the instance that the Restaurant Business will be unable to provide compensation for the expected instalment on time, the Restaurant Business will be considered to be in default. As a result, the Lending Company will be permitted to demand from the Restaurant Business immediate payment for the remainder of the Loan’s unpaid balance.

If the Restaurant Business fails to provide payment no more than [INSERT NUMBER] [INSERT DAYS/WEEKS/MONTHS/ETC.] subsequent to the expected date of payment, then the Lending Company will be given the right to charge the Restaurant Business with a late service fee equivalent to no less than % [PERCENTAGE] of the Loan’s unpaid balance.

**FEES AND CHARGES FOR LATE PAYMENTS**

In addition to the aforementioned late service fee, the following fees and charges may also be applied:

1. [SPECIFY LATE PAYMENT CHARGE OR FEE HERE] = [CURRENCY] [AMOUNT].
2. [SPECIFY LATE PAYMENT CHARGE OR FEE HERE] = [CURRENCY] [AMOUNT].
3. [SPECIFY LATE PAYMENT CHARGE OR FEE HERE] = [CURRENCY] [AMOUNT].

**CO-BORROWERS**

Should there be any other individuals apart from the Restaurant Business who will be asking for a Loan from the Lending Company as well (who will also be known as the “Co-Borrower” throughout the entirety of this Agreement) will be held accountable as well for providing full and just compensation for the Loan and thus will be obligated with the same responsibilities granted to the Restaurant Business.

[SPECIFY ADDITIONAL SECTIONS HERE]

**NOTICES**

Any and all notices regarding this Agreement will be sent to either Party via [SPECIFY HERE] within no more than [INSERT NUMBER] days within a sealed envelope and stamped with a [SPECIFIC NAME OF STAMP] stamp. The writing on the envelope will strictly abide by the following format:

To: [INSERT NAME OF RECEIVING PARTY]

Address; [INSERT CURRENT ADDRESS], [INSERT NAME OF CITY/STATE/PROVINCE], [INSERT NAME OF COUNTRY], [INSERT ZIP CODE]

Contact Number: [INSERT CONTACT NUMBER OF RECEIVING PARTY]

Email Address: [INSERT EMAIL ADDRESS]

NOTICE ON LOAN

PLEASE READ

To: [INSERT NAME OF SENDING PARTY]

Address; [INSERT CURRENT ADDRESS], [INSERT NAME OF CITY/STATE/PROVINCE], [INSERT NAME OF COUNTRY], [INSERT ZIP CODE]

Contact Number: [INSERT CONTACT NUMBER OF SENDING PARTY]

Email Address: [INSERT EMAIL ADDRESS]

**VIOLATIONS TO THIS AGREEMENT**

The following, whether intentionally or unintentionally committed, will be considered as direct violations to the terms and conditions of this Agreement:

1. [SPECIFY VIOLATION HERE].
2. [SPECIFY VIOLATION HERE].
3. [SPECIFY VIOLATION HERE].
4. [SPECIFY VIOLATION HERE].
5. [SPECIFY VIOLATION HERE].

**PENALTIES AND SANCTIONS**

Should one or both of the Parties commit one or more of the violations mentioned in the previous section of this Agreement, then the guilty Party or Parties will be subjected to one or more of the following penalties and sanctions as best seen fit:

1. [SPECIFY PENALTY OR SANCTION HERE].
2. [SPECIFY PENALTY OR SANCTION HERE].
3. [SPECIFY PENALTY OR SANCTION HERE].
4. [SPECIFY PENALTY OR SANCTION HERE].
5. [SPECIFY PENALTY OR SANCTION HERE].

**TERMINATION**

This Agreement, along with all its sections and the terms and conditions contained within, will be officially terminated upon the occurrence of any of the following:

1. [SPECIFY GROUND FOR TERMINATION HERE].
2. [SPECIFY GROUND FOR TERMINATION HERE].
3. [SPECIFY GROUND FOR TERMINATION HERE].
4. [SPECIFY GROUND FOR TERMINATION HERE].
5. [SPECIFY GROUND FOR TERMINATION HERE].

**CONFIDENTIALITY**

The Parties acknowledge and agree that any and all information pertaining to, taken from, directly or indirectly in relation to the terms and conditions set forth within this Agreement is and will be considered as strictly confidential. As such, the Parties will be strictly prohibited from revealing, sharing, copying, lending, or giving any form of information pertaining to or sections of this Agreement to any individual, partnership, company, corporation, organization, or any other entity that is not legally bound to the terms and conditions set forth by this Agreement or any official representative that is not bound to the legalization of this Agreement.

**GOVERNING LAW**

This Agreement, along with all the terms and conditions stated within it, has been made in accordance with the [INSERT YEAR] [INSERT LAW/STATE/PROVISION/ACT] of [INSERT NAME OF COUNTRY].

**APPENDICES**

**APPENDIX A**

“Official Loan Breakdown”

[SPECIFY BREAKDOWN OF LOAN HERE]

**APPENDIX B**

“Borrower’s Official Payment Schedule”

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **DATE** | **AMOUNT TO BE PAID** | **TO BE PAID BY** | **TO BE PAID TO** | **TO BE PAID AT** | **ACCOUNT NUMBER** |
| [DATE] | [CURRENCY][AMOUNT] | [COMPLETE NAME] | [COMPLETE NAME] | [SPECIFY LOCATION] | [NUMBER] |
| [DATE] | [CURRENCY][AMOUNT] | [COMPLETE NAME] | [COMPLETE NAME] | [SPECIFY LOCATION] | [NUMBER] |
| [DATE] | [CURRENCY][AMOUNT] | [COMPLETE NAME] | [COMPLETE NAME] | [SPECIFY LOCATION] | [NUMBER] |
| [DATE] | [CURRENCY][AMOUNT] | [COMPLETE NAME] | [COMPLETE NAME] | [SPECIFY LOCATION] | [NUMBER] |
| [DATE] | [CURRENCY][AMOUNT] | [COMPLETE NAME] | [COMPLETE NAME] | [SPECIFY LOCATION] | [NUMBER] |

IN WITNESS WHEREOF, the Parties acknowledge and agree to strictly uphold and abide by any and all of the terms and conditions set forth by this Agreement on this [INSERT NUMBER] of [INSERT MONTH] of the year [INSERT YEAR].

|  |  |
| --- | --- |
| [INSERT AUTHORIZED SIGNATURE]  [INSERT FULL NAME OF RESTAURANT  BUSINESS REPRESENTATIVE]  [INSERT JOB TITLE/POSITION OF  REPRESENTATIVE]  [INSERT NAME OF RESTAURANT BUSINESS] | [INSERT AUTHORIZED SIGNATURE]  [INSERT FULL NAME OF LENDING  COMPANY REPRESENTATIVE]  [INSERT JOB TITLE/POSITION OF  REPRESENTATIVE]  [INSERT NAME OF LENDING COMPANY] |

|  |  |
| --- | --- |
| [INSERT COMPLETE ADDRESS]  [INSERT CONTACT NUMBER]  [INSERT EMAIL ADDRESS] | [INSERT COMPLETE ADDRESS]  [INSERT CONTACT NUMBER]  [INSERT EMAIL ADDRESS] |

If any Co-Borrowers:

[INSERT AUTHORIZED SIGNATURE]

[INSERT FULL NAME OF CO-BORROWER]

[INSERT JOB TITLE/POSITION OF CO-BORROWER IN THE

COMPANY HE/SHE IS ASSOCIATED WITH]

[INSERT NAME OF COMPANY]

[INSERT COMPLETE ADDRESS]

[INSERT CONTACT NUMBER]

[INSERT EMAIL ADDRESS]