This Loan Agreement (the **“Agreement”**) is entered into **{date}** (the **“Effective Date”**), by and between **GET GARI**, with an address at 3rd Floor, 1 Sylvia Crescent, Anthony Village, Lagos State (the **“Lender”**) and **{name},** with an address of **{address}** (the **“Borrower”**), collectively “the **Parties.**”

WHEREAS, Borrower desires to borrow a fixed amount of money; and

WHEREAS, Lender agrees to lend Borrower the requested amount;

IN CONSIDERATION of the mutual promises, covenants, and conditions contained herein, the Parties agree as follows:

1. **Loan Amount.** The Parties agree that the Lender will loan the Borrower **NGN{amount}** ({amountInWord} naira only), **(the** “**Loan**”).

2. **Interest Rate.** The Parties agree that the Interest Rate for this loan shall be **{interest}**% p.a

3. **Loan Term.** This Loan shall be for a period of **{tenure}** months.

4. **Loan Purpose.** The loan is granted to purchase a vehicle motor (**the Asset**). The details of the vehicle will be:

Make: **{make}**

Model:  **{model}**

Year: **{year}**

Condition: **{condition}**

VIN: **{vin}**

5. **Collateral.** The asset **{vin}** shall serve as collateral for this loan. The Total value of the asset is **NGN{carValue}** ({carValueInWords} naira only).

6. **Asset Registration.** The asset shall be registered in the name of the Lender and upon successful settlement of the loan amount, the registration shall be transferred to the name of the borrower.

7. **Loan Purpose.** The purpose of the loan is to finance the purchase of the asset.

8. **Equity Contribution.** The borrower shall pay an equity contribution in the amount of **NGN{equity}** ({equityInWords} naira only)

9. **Credit Life Insurance.** The Borrower will pay 1% of the cost of the loan amount per annum as credit life insurance which covers death and permanent disability on the loan balance.

10. **Service Fee.** The borrower will pay **1%** of the cost of the Loan Amount per annum as Financing Service Fee for the facility.

11. **Repayment and Renewals.** The Parties agree that the Borrower shall pay Lender **NGN{repayment}** ({repaymentInWords} naira only) every 30 days for a period of **{tenure} months**  as the loan instalment. Additionally, the Borrower will be responsible for renewal fees and such payments for renewal will be made periodically and upon request to the Lender. The applicable renewal fees and payment schedule are particularly described in schedule A below.

12. **Late Payments.** Payment shall be considered late if received by Lender seven (7) days after its due date. Lender will charge a late fee of 1% on the loan balance.

13. **Prepayment**. Parties agree that in the event that the Borrower liquidates the loan before the agreed repayment cycle, interest shall not accrue for the period left as residue on the loan term. The Borrower will not be penalized for early payment.

14**. Renewable Service(s) within the contract:** Both parties consent to the yearly renewal of the annual maintenance contract (AMC) and Insurance for the duration of the loan term, commencing upon the expiration of the first year financed AMC and Insurance. The Lender will notify the Borrower about the renewal of the AMC and Insurance 3 months prior to the expected renewal dates, the Borrower is mandated to renew these services either through outright payment or an option to be financed by the Lender. Where the Borrower declines the renewal of AMC and Insurance or remains in default of payments for such renewals upon receipt of notice from the Lender, the Lender shall have the right to declare the entire remaining amount due and Clause 15 in respect of default Operative

15. **Default**. The following constitutes an event of Default-

a. If the Borrower shall remain in default of payment of any of the installment or fees, including renewal fees payable hereunder for a period of thirty (30) days

b. If the Borrower fails to observe or perform any of the other terms and conditions of this agreement whether express or implied.

c. If any report, data, material information given by the Borrower is found to have been falsely made or if there has been substantial change in such report without notice to the Lender.

In the event of Default, the Lender will have the option to declare the entire remaining amount of principal and any accrued interest immediately due and payable. The asset shall be repossessed and auctioned to recover the balance of the loan and such repossession costs shall be borne by the Borrower. Upon default, the Equity Contribution as well as any payments previously made by the Borrower shall be deemed forfeited to the Lender.

16. **Loan Sale.** The Lender shall have the unrestricted right at any time during the duration of the Loan and without the Borrowers’ or any Guarantor’s consent, to sell, transfer or assign all or any portion of its rights and obligations hereunder to any financial institution (an “Assignee’), and the Borrower agree that they shall execute or cause to be executed such documents, including, without limitation, amendments to the Loan Agreement and to any other documents, instruments and agreements executed in connection herewith as the Lender shall deem necessary to effect the transfer. The Borrower further understands and agrees that an assignment of the rights of the Lender under the Loan Agreement may require the Borrower to Open accounts with the Assignee institution or any Institution selected by the Assignee and the Borrower undertakes to comply with the requirements necessary for the seamless transfer/Sale of the Loan.

17. **Borrower’s covenants**. During the term of the Loan, the Borrower covenants as follows-

a. Punctually pay all dues installments on the agreed date of payment

b. Permits the Lender and any person(s) authorized by the Lender at all times to enter upon the premises in which the vehicle is located for the time being placed or kept for the purpose of repossession in the event of default in any monthly repayments, including failure to pay any due renewal fees.

c. Keep the Lender informed at all times upon request of the actual location of the vehicle and changes in the Borrowers address, if any.

d. That the vehicle shall remain the property of the Lender and shall continue in the ownership of the Lender regardless of the premises where the vehicle is kept.

e. Not to alter the color of the vehicle or re register the vehicle

f. Not to tamper with the tracker

g. Pay all renewal fees when due

h. Not to sell the vehicle or transfer its interest in the vehicle to any person or entity until full liquidation of the loan.

18. **Vehicle Tracker.** Parties agree that a tracker shall be installed in the vehicle and alerts shall be set up for the purpose of repossession in the event of default. The Parties further agree that tampering with the tracker constitutes default and in the event that the Tracker is removed or deactivated by the Borrower or while in the Borrower's possession, Clause 15 in respect of default shall apply.

19. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

20. **Lien**. The Borrower hereby grants a lien over to the Asset to the Lender for recovery of the remainder of the loan sum. Any cost incurred by the Lender in enforcing the assigned lien shall be borne by the Borrower.

21. **Consent**. The Borrower confirms and agrees that the Lender may at any time and at its sole discretion carry out credit checks on the Borrower with the Credit Reference Bureau or any other relevant Credit Reference Agency. In the event of default on the Borrowers part on any of its obligations under this Agreement, the Lender may at its sole discretion supply such information as it deems appropriate to the Credit Reference Bureau. This information may be used by other finance institutions in assessing credit applications and for occasional debt tracing and fraud prevention.

22. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

23. **Waiver.** The failure or delay by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

24. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees, collection fees and the like.

25. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

26. **Data Privacy Consent.** The Borrower grants the Lender the right to share the Borrowers information and or documents (“Data”) with any service provider or third Party engaged by the Lender to provide any service or support to the Borrower or pursuant to this agreement. The Borrower further consents to the collection, processing, use and transfer of its data within and outside Nigeria for the purposes stated herein.

27. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the Laws of the Federal Republic of Nigeria.

28. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

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

**“BORROWER”**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For **“LENDER”**

Signed: ***Esther O. Oke***

By: Esther O. Oke (FOR: GET-GARI)

Date: **{date}**

**Schedule A**

|  |  |  |
| --- | --- | --- |
| **Service** | **Payment Duration** | **Cost** |
| Road Worthiness | Every 6 months | {roadWorthiness} |
| Insurance | Yearly | {insurance} |
| Vehicle License | Yearly | {license} |
| Annual Maintenance | Yearly | {amc} |