

**Caliber Fencing, LLC.  
Financing Payment Agreement**

This payment agreement (hereafter referred to as "the agreement") is entered into on this date: \_\_\_\_\_ by **CALIBER FENCING, LLC.**, with a mailing address of: **1202 Hawkins Avenue, Sanford, NC, 27330** (hereinafter referred to as "the debtee") and \_\_\_\_\_, with a mailing address of: \_\_\_\_\_, (hereinafter referred to as "the debtor"), collectively known as "the parties", both of whom agree to be bound by this agreement.

WHEREAS, the Debtor owes the Debtee a certain debt; and

WHEREAS, the Debtor and the Debtee desire to enter into an agreement to memorialize this debt and an associated payment plan.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the Parties agree as follows:

- A. **DEBT AMOUNT:** The debtor agrees they owe the debtee \$ \_\_\_\_\_, herein referred to as the "Debt". The Debt amount reflects a flat \$500 rate incurred by the company for in-house financing.
- B. **PAYMENT DUE DATE:** The debt shall be paid in full by: \_\_\_\_\_, with a grace period of 15 days from the aforementioned date.
- C. **PAYMENT PLAN:** The debt will be paid in \_\_\_\_\_ monthly installments. The first installment will be due on the same day of completion of services rendered to the debtor, with the remaining payments due 30 days after the payment of the first installment.

| Payment Date: | Payment Amount: | Received Date: | Received by: |
|---------------|-----------------|----------------|--------------|
|               | \$              |                |              |
|               | \$              |                |              |
|               | \$              |                |              |
|               | \$              |                |              |
|               | \$              |                |              |

The debtor represents and warrants that this Payment Plan was developed in such a manner that they can make the required payments without causing further debt or detriment. Payments shall be made to the Debtee in accordance with the Payment Plan via \_\_\_\_\_. *Unpaid principal after the due date shall accrue interest at the rate of 2% monthly until paid in full.*

D. **Release and Indemnification:** By entering into this Payment Plan, the Debtee agrees to release the Debtor from any previous claims, actions and/or liabilities due to The Debt. The Parties agree that this Agreement does not release the Debtor of any obligations to pay the Debt.

E. **Default:** If the Debtor defaults on their payments and fails to cure said default within a reasonable amount of time, the Debtee will have the option to declare the entire remaining amount of Debt due and payable upon reaching **\_90\_** days.

F. **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.

- G. **Severability:** In the event that 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 effect as valid and enforceable.
- H. **Waiver:** The failure by either of the Parties 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.
- I. **Legal and Binding Agreement:** This agreement is legally binding between the Parties as stated above/ The Parties each represent that they have the authority to enter into this agreement.
- J. **Governing Law and Jurisdiction:** The Parties agree that this Agreement shall be governed by **NORTH CAROLINA** state law.
- K. **Entire Agreement:** The Parties collectively agree that this represents the entire agreement between the parties. In the event that the Parties desire to change, add, or otherwise modify any terms contained in this agreement, they shall do so in writing to be signed by both parties.

The parties acknowledge that they agree to the terms and conditions of this agreement set forth above as demonstrated by their signatures below.

**Debtor:**

\_\_\_\_\_  
[Full Name]

\_\_\_\_\_  
[Sign]

\_\_\_\_\_  
[Date]

**Debtee:**

CALIBER FENCING, LLC.  
1202 HAWKINS AVENUE  
SANFORD, NC 27330  
919-721-8746

**COMPANY REPRESENTATIVE:**

*Jenn Ceballos*, Chief Operations Officer

\_\_\_\_\_  
[Sign]

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**OFFICE USE ONLY:**

Submitted by: \_\_\_\_\_ on \_\_\_\_\_

COMPLETE

INCOMPLETE: \_\_\_\_\_