

MONTHLY PAYMENT PLAN AGREEMENT

I. **THE PARTIES.** This Monthly Payment Plan Agreement ("Agreement") dated _____, 20_____, is by and between:

Creditor: GOLDENDENT, with a mailing address of 27251 Gratiot Avenue, City of Roseville, State of Michigan, Zip 48066 ("Creditor"), and

Debtor:

Name: _____

Address: _____

State: _____

Zip: _____

HEREINAFTER, the Debtor and Creditor ("Parties") agrees to the following:

II. **BALANCE.** At the time of this Agreement, the Debtor owes the Creditor the amount of _____ Dollars (\$_____) ("Current Balance") for:

Dental Product Property described as: _____.

III. **REPAYMENT PLAN.** To satisfy the Amount Owed, the Debtor agrees to repay the Creditor under the following terms:

a) Down-Payment. The Debtor shall pay 1st Payment at time of entering into Agreement

1st Payment of \$_____.

b) Interest Rate. The Amount Owed shall NOT bear interest

c) Repayment Period. _____ months (maximum 6). The Debtor shall re-pay the Creditor on a monthly basis beginning on _____, 20_____, in the amount of \$_____ to be paid on the ____ of every month ending on _____, 20____ or when the Amount Owed is paid-in-full.

d) Payment Instructions. Credit Card on File

IV. PREPAYMENT. The Debtor may pre-pay the Amount Owed without penalty.

V. DEFAULT. If for any reason the Debtor should not oblige to any section or portion of this Agreement, the Debtor shall be considered in default. Under such an event, the remaining balance of the Amount Owed shall be due within five (5) business days with the Debtor liable to pay all reasonable attorney's fees and costs of collection of the Creditor. In addition, the Creditor may reclaim any property or goods in connection with the Amount Owed, hold and dispose of the same, and collect expenses, together with any deficiency due from the Debtor, subject to the Debtor's right to redeem said items pursuant to law.

VI. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan ("Governing Law").

VII. SEVERABILITY. The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.

VIII. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Debtor and Creditor relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements.

IX. RETURN POLICY FOR PAYMENT PLAN PRODUCTS

Returns for refund may be subject to a restocking fee of up to 15% ON FULL BALANCE OF THE PRODUCT (% NOT APPLIED TO JUST THE PAYMENTS MADE AS OF DATE OF RETURN)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the undersigned dates written below.

Debtor's Signature: _____ **Date:** _____

Print: _____

Creditor's Signature: _____ **Date:** _____

On Behalf of GoldenDent