



## PAYMENT AGREEMENT

**I. THE PARTIES.** This Payment (Installment) Agreement (“Agreement”), is by and between:

Creditor: WeROCK (“Creditor”), and

Debtor: \_\_\_\_\_

HEREINAFTER, the Debtor and Creditor (“Parties”) agree to the following:

**II. BALANCE.** At the time of this Agreement, the Debtor owes the Creditor the amount of Session 1A: \$810.00 / Session 1B: \$580.00 / Session 2: \$750.00 (“Current Balance”) for services described as: WeROCK monthly payment plan

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

Down payment. The Debtor shall pay a down payment in the amount of \$450.00 for Session 1A or Session 2. Session 1B shall pay a down payment of \$400.

Interest Rate. The Amount Owed shall not bear interest unless payment is defaulted on. 30 days after default of payment a monthly interest on outstanding payments will accrue at 10%.

Repayment Period. The Debtor shall re-pay the Creditor on the 15th of each month beginning on:  
Session 1A: September 15, 2024 and ending on February 15, 2025.  
Session 1B: March 15, 2025 and ending on May 15, 2025.  
Session 2: January 15, 2025 and ending on May 15, 2025.  
Each payment due shall be for the amount of \$60.00 per month.

Payment Instructions. The Debtor is required to set up autopay upon receipt of first invoice.

**IV. LATE PAYMENT.** Any partial or late payment under this Agreement shall be allowed in accordance with the following:

Allow the Debtor to make payment within 7 days provided the Debtor pays a late fee of: \$2 for every day late after the 25th day of the month (“Extension Period”). If payment is not made within the Extension Period, this Agreement shall be in default.

**V. PREPAYMENT:** The Debtor may pre-pay the Amount Owed without penalty.

**VI. CO-SIGNER:** This Agreement shall not have a Co-Signer.

**VII. 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.

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

**IX. 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.

**X. 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.

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:** 8/3/24

Print: Andrea Kooiman, Executive Director, WeROCK

Student Runners of Orange County

DBA: We Run Our Community's Kids, We Run Orange County's Kids - a 501(c)(3) Tax-exempt organization  
Tax ID #80-0209885

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