

## **COLLATERAL AGREEMENT**

This collateral agreement is entered into by the following parties:

[Secured Party. Name], the Secured Party,

and [Debtor. Name], the Debtor.

This collateral agreement is created as of [Date].

### **Collateral**

The Debtor hereby agrees to provide the Secured Party with full right and title of ownership to the following property as collateral to secure the debt listed in the "debt" section of this agreement:

[Description of Collateral]

### **Debt**

The collateral listed above is offered by the Debtor in order to secure the following Debt/s:

[Description of Debt/s]

### **Terms**

1. The Debtor warrants that no other creditor has any interest or right to ownership of the listed collateral that may interfere with the Secured Party's ability to take and profit from the sale of said property in the event that the above listed debts are not repaid.

2. The Debtor warrants that they are the rightful legal owner of the listed collateral.
3. The Debtor agrees to notify the Secured Party of any changes to their contact information or physical address.
4. The Debtor agrees not to sell or transfer ownership of the property listed in this collateral agreement until their debt to the Secured Party has been fully resolved.
5. Should the Debtor default on the above listed debt, the Secured Party shall have the right to seize the listed collateral and resell it to recoup their lost investments.
6. Any dispute claim or controversy relating to this agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by confidential arbitration in New York City, before the New York State Arbitration Association's arbitrator(s) (the "NYSAA"). The arbitration shall be administered by the NYSAA pursuant to its NYSAA Commercial Arbitration Rules & Procedures accessible at [www.nysaa.nyc](http://www.nysaa.nyc). Judgment on the Arbitration Award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties further agree that the arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Acceptance

**[Secured Party]**

**[Debtor]**

**Signed By:**

[Secured Party.Name]

**Signed By:**

[Debtor.Name]

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**Date:**

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**Date:**