Jerry's Equine Dental Tools Payment Installment Agreement

for

Wayne Needham Student Package

1. **THE PARTIES.** This Payment Installment Agreement ("Agreement") made this ____________________, 2025 ("Effective Date"), is by and between:

   Debtor: ____ [Name]

   ("Debtor") who agrees and acknowledges that they owe money to:

   Creditor: Jerry's Equine Dental Tools, a division of Genesis Industries, Incorporated, ("Creditor") for

   Property: Debtor's purchase from Creditor of the Wayne Needham Student Package Invoice # ___________________________ ("Property").

   The Debtor and Creditor agree to the following payment plan.

2. **TOTAL PAYMENT.** At the time of the Effective Date, the Debtor owes the Creditor a total payment of $____________________ ("Total Amount") related to purchase of Property.

3. **PAYMENT PLAN**. The Debtor agrees to pay the Total Amount to the Creditor as follows: $____________________ on the ____ of each month until the end date of ____________________, 20____.

   The payment schedule is as follows:

   _____/______/_________ Down Payment $_____________________
   _____/______/_________ 1st Payment $_____________________
   _____/______/_________ 2nd Payment $_____________________
   _____/______/_________ 3rd Payment $_____________________

4. **PAYMENT INSTRUCTIONS.** The Debtor is required to and shall pay the Creditor under the following payment instructions: ___________________________________.

5. **LATE PAYMENT.** If the Debtor is late by more than 10 days for any payment due, it shall be considered late, and Debtor shall be charged a late fee of $10 per week for every week that the payment is and remains overdue. Insufficient payment will incur a fee of $50. Please be sure to contact us if the funds will not be available on time.

6. **REMEDIES.** No delay or omission by the Creditor to enforce this Agreement or exercise any right under it shall be a waiver of any such right or of any other right of the Creditor, nor shall any delay, omission, or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Creditor shall be cumulative and may be pursued singly, successively, or together, at the sole discretion of the Creditor.

7. **ACCELERATION.** The Creditor shall have the right to declare the Total Amount to be immediately due and payable, if any of the events are to occur:

    a. **Late Payment.** If any payment is more than 15 days late, or
    b. **Default**. If the Debtor fails to make any payment whatsoever under this Agreement or fails to pay the Total Amount within the time required under this Agreement.

8. **DISPUTES**. In the event any payment under this Agreement is not paid when due, the Debtor agrees to pay, in addition to the principal, reasonable attorney's fees not exceeding a sum equal to the maximum usury rate in the state of Governing Law of the then outstanding balance owing on the Borrowed Amount, plus all other reasonable expenses incurred by the Creditor in exercising any of its rights and remedies upon default.

9. **SEVERABILITY**. If any provision of this Agreement or its application shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected, thereby, but instead shall be enforced to the maximum extent permitted by law.

10. **GOVERNING LAW.** This Agreement shall be construed and governed by the laws located in the state of Wisconsin ("Governing Law"). All disputes shall be subject to the jurisdiction of the court of competent jurisdiction located in St. Croix County, Wisconsin.

11. **ENTIRE AGREEMENT**. This Agreement contains all the terms agreed to by the parties relating to its subject matter. This Agreement replaces all previous discussions, understandings, and oral agreements. The Debtor and Creditor agree to the terms and conditions and shall be bound until the Total Amount is paid in full.

IN WITNESS WHEREOF, Debtor and Creditor have executed this Agreement as of the Effective Date.

By signing this Agreement, all parties agree to the terms as described above. Alteration to this Agreement can only be made by both parties and must be placed in writing. Both parties will receive a printed copy of this agreement and will be responsible for upholding its terms.

Debtor's Signature: ____ Date: ____________

Print Name: ____

Mailing Address: ____

Creditor's Signature: ____________________________________ Date: ______________

Print Name: ____

Mailing Address: ____