

LAYAWAY AGREEMENT

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This Layaway Agreement (this "Agreement") is entered into as of [EFFECTIVE DATE] (the "Effective Date") by and between:

[SELLER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [SELLER ADDRESS] ("Seller"); and

[CUSTOMER FULL NAME], an individual residing at [CUSTOMER ADDRESS] ("Customer").

Seller and Customer are each a "Party" and together the "Parties."

Recitals. Customer wishes to purchase the merchandise described below, and Seller is willing to set that merchandise aside and hold it for Customer while Customer pays the price in installments. The Parties intend that Seller will hold the merchandise and transfer it to Customer only after the full price is paid. In consideration of the mutual promises below, the Parties agree as follows.

1. Merchandise Held on Layaway

1.1 Merchandise. Seller agrees to set aside and hold the following merchandise for Customer (the "Merchandise"):

Item / SKU	Description	Quantity	Price
[ITEM 1]	[DESCRIPTION]	[QTY]	[\$]
[ITEM 2]	[DESCRIPTION]	[QTY]	[\$]

1.2 Reservation. From the Effective Date until this Agreement ends, Seller will hold the Merchandise off the sales floor and will not sell it to anyone else, so long as Customer remains current under the payment schedule in Section 2.

1.3 No early possession. Customer does not take possession of, and acquires no ownership interest in, the Merchandise until the full Total Price is paid under Section 2. Title and risk of loss remain with Seller until pickup.

2. Price and Payment Schedule

2.1 Total price. The total price for the Merchandise is [\$ TOTAL PRICE], plus applicable sales tax of [\$ TAX], for a total of [\$ GRAND TOTAL] (the "Total Price").

2.2 Deposit. Customer pays an initial deposit of [\$ DEPOSIT] on signing, which is applied to the Total Price.

2.3 Installments. Customer will pay the remaining balance in installments of [\$ AMOUNT] every [WEEK / TWO WEEKS / MONTH], with the final payment due on or before [FINAL PAYMENT DATE] (the "Layaway Period").

2.4 **Service fee.** [Seller charges a non-refundable layaway service fee of [\$ AMOUNT] / Seller charges no service fee]. Any fee, and whether it is refundable, must comply with applicable consumer-protection law.

2.5 **Method.** Customer may make payments by [CASH / CARD / OTHER] at [LOCATION / METHOD]. Seller will provide a receipt and an updated balance for each payment.

3. Completion and Pickup

3.1 **Completion.** When Customer has paid the full Total Price, the Merchandise becomes Customer's property and is available for pickup or delivery.

3.2 **Pickup window.** Customer will take possession within [NUMBER] days after final payment. Seller will hold the paid-for Merchandise during that window.

3.3 **Delivery.** If the Parties agree to delivery instead of pickup, delivery terms and any charges are: [describe].

4. Cancellation and Default

4.1 **Customer cancellation.** Customer may cancel this Agreement at any time by written notice to Seller. On cancellation, Section 5 governs any refund.

4.2 **Default.** Customer is in default if Customer fails to make a scheduled payment within [NUMBER, e.g. 10] days after its due date and does not cure after Seller's written notice.

4.3 **Effect of default.** On an uncured default, Seller may cancel this Agreement, return the Merchandise to general inventory, and apply Section 5 to amounts already paid.

5. Refunds on Cancellation or Default

5.1 **Refund of payments.** On cancellation or default, Seller will refund the amounts Customer has paid toward the Total Price, **less** any cancellation or restocking charge permitted under Section 5.2 and applicable law.

5.2 **Permitted charges.** Seller may retain [the non-refundable service fee in Section 2.4 and/or a cancellation charge of [\$ AMOUNT or PERCENT]], but only to the extent allowed by the consumer-protection and layaway laws of the applicable jurisdiction, which vary and may cap or prohibit such charges.

5.3 **Timing.** Seller will issue any refund within [NUMBER] days after cancellation or default, by the same method as payment where practicable.

5.4 **Plain-language note.** [Some jurisdictions require layaway terms, including refund and fee rules, to be disclosed in a specific format. Confirm the applicable disclosure requirements with counsel.]

6. Care of Merchandise

6.1 **Seller's care.** While Seller holds the Merchandise, Seller will store it with reasonable care and keep it reasonably secure from loss or damage.

6.2 **Substitution.** If the exact Merchandise becomes unavailable through no fault of Customer (for example, loss or damage in Seller's possession), Seller will, at Customer's election, provide comparable substitute merchandise or a full refund of amounts paid.

7. General Provisions

7.1 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

7.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. Disputes will be brought in the state and federal courts located in [COUNTY, STATE].

7.3 **Consumer rights.** Nothing in this Agreement waives any right Customer has under applicable consumer-protection law, and any conflicting term yields to that law.

7.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

7.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. Seller's failure to enforce a provision is not a waiver.

7.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER	CUSTOMER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [N/A]
Date: _____	Date: _____

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