

Serial No.

Name of Pawnshop
Address and Telephone Number
Taxpayer Identification Number
Business Days and Hours

Original

Date Loan Granted: _____

Maturity Date: _____

Expiry Date of Redemption: _____

Mr./Ms. _____ a resident of _____ for a loan of PESOS _____
(No./Street/Barangay/Town or City/Province)
_____ (P _____) with an interest of ____ percent (____ %) for (____ days/month), has pledged to this Pawnee, as security for the loan, article(s) described below appraised at PESOS _____ (P _____) subject to the terms and conditions stated on the reverse side hereof. Penalty interest, if any : _____ .

Description of the Pawn	Principal	P _____
_____	Interest	_____
_____	Service Charge	_____
_____	Net Proceeds	P _____

ID presented : _____

Contact Number : _____

(Signature or Thumbmark of Pawner)

(Signature of Pawnshop's Authorized Representative)

PAWNER IS ADVISED TO READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF

TERMS AND CONDITIONS OF STANDARD PAWN TICKET

Appendix P-4a

1. The pawner hereby accepts the pawnshop's appraisal as proper.
2. The pawner agrees on the interest rates imposed in this contract of pledge. In case of dispute, the regular courts of law have the vested power to determine the reasonableness and legality of interest rates. The pawnshop hereby agrees not to collect advance interest for a period of more than one (1) year.
3. The service charge is equivalent to one percent (1%) of the principal loan, but shall not exceed five pesos (P5.00). No other charges shall be collected.
4. This loan is renewable for such amount and period as may be agreed upon between the pawnshop and the pawner subject to the same requirements for a new loan.
5. Upon maturity of this loan, as indicated on the face of this pawn ticket, the pawner has ninety (90) days from maturity date within which to redeem the pawn by paying the principal loan plus the interest that shall have accrued thereon.
6. The amount of interest due and payable after the maturity date of the loan up to the redemption period shall be computed upon redemption at the rate of provided above based on the sum of the principal loan and interest earned as of the date of maturity. Any additional penalty and/or interest shall also be computed in the same manner.
7. The pawnshop shall notify the pawner of any change in its business address/ location through: (1) publication in English and in Filipino or in the local dialect in two (2) daily newspapers of general circulation in the city or municipality where the pawnshop is closing business; and (2) posting in English and Filipino or in the local dialect for one (1) month after date of publication in a conspicuous place in the premises to be vacated and to be transferred to.
8. The pawner and the pawnshop agree that the notice of auction sale shall be delivered via e-mail, SMS, fax or registered mail or courier at _____ (check box of agreed mode and indicate the email address; mobile phone no.; fax no; or complete residential address, as may be appropriate, in the space provided). In case no mode of notification is agreed upon, the default shall be via ordinary mail. The pawnshop shall have the right to sell or dispose of the pawn in public auction if the pawner fails to redeem the pawn within the ninety (90) day grace period.
9. The pawner shall advise the pawnshop of any change of address/mobile phone number/e-mail address/fax number.
10. This ticket shall be surrendered at maturity date upon payment of the loan. In case of loss or destruction of this ticket, the pawner hereby undertakes to personally present an affidavit to the pawnshop before the redemption period expires. The pawnshop has two (2) days to decide whether to accept: (1) the affidavit in place of the original pawn ticket; or (2) to issue a substitute pawn ticket, thereby cancelling the original.
11. In case of pre-payment of this loan by pawner, the interest collected in advance shall accrue in full to the pawnshop.
12. The pawner shall not be entitled to the excess of the public auction sale price over the amount of principal, interest and service fee; neither shall the pawnshop be entitled to recover the deficiency from the pawner.
13. The pawner declares under the penalty of the Anti-Fencing Law that he is the owner of the property subject of this contract.
14. The pawnshop shall exercise reasonable care and caution that an ordinary prudent person would as to his own property over the thing pawned in accordance with Republic Act No. 386 (Civil Code of the Philippines), as amended. Accordingly, the pawnshop shall insure all pawned items, except those which are kept inside a fireproof vault, in accordance with the pertinent regulations of the Bangko Sentral ng Pilipinas. Claims for restitution by pawners in case of loss, destruction or defect of the pawn due to robbery, fire and other fortuitous event, with or without the fault or negligence of the pawnshop, its owner, managing partner, directors and officers are cognizable by the regular courts.
15. The pawnee shall not be liable for the loss or damage of the article pawned due to fortuitous events or force majeure. When the loss is due to the fault and/or negligence of the pawnee, the amount of its liability, if any, shall be limited to the appraised value appearing on the face hereof.

The pawnshop shall send the reminder on or before the expiration of the ninety (90) day grace period.

Pawner's/Authorized Representative's Signature over Printed Name