
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **October 3, 2016**

CLOUDCOMMERCE, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation
or organization)

000-13215

(Commission File Number)

30-0050402

IRS Employer Identification No.)

1933 Cliff Drive, Suite 1

Santa Barbara, California

(Address of Principal Executive Offices)

93109

(Zip Code)

(805) 964-3313

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act

Soliciting material pursuant to Rule 14a-12 under the Exchange Act

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On October 3, 2016, CloudCommerce, Inc. (the "Company") issued and sold an unsecured promissory note (the "Note") in the aggregate principal amount of \$500,000 to a lender, of which \$36,000 was advanced upon execution of the Note (the "Initial Consideration"). The lender may pay additional consideration up to \$464,000 to the Company in such amounts as the lender may choose in its sole discretion (the "Additional Consideration"). The principal sum due to the lender pursuant to the Note shall be the Initial Consideration plus any Additional Consideration paid by the lender. The Company is only required to repay the amount funded and the Company is not required to repay any unfunded portion of the Note. The principal amount of the Note together with interest accrued thereon is due and payable on demand, but in no case later than October 3, 2019. The Company may prepay all or any portion of the principal of the Note at any time without penalty or premium. The Note bears interest at a rate of 5% per annum and contains customary events of default, including, default in any payment required under the Note, insolvency of the Company and commencement of bankruptcy proceedings with respect to the Company.

The foregoing description of the Note does not purport to be complete and is qualified in its entirety by reference to the complete text of the form of Note filed as Exhibit 10.1 hereto, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CLOUDCOMMERCE, INC.

Date: October 7, 2016

By: /s/ Andrew Van Noy
Name: Andrew Van Noy
Title: Chief Executive Officer

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UNSECURED PROMISSORY NOTE

\$500,000.00

October 3, 2016
Santa Barbara, California

FOR VALUE RECEIVED, CloudCommerce, Inc., a Nevada Corporation ("Maker") promises to pay to [], a [] ("Holder"), the principal sum of Five Hundred Thousand Dollars (\$500,000.00), with Five percent (5%) interest per annum, with the principal of this Unsecured Promissory Note (the "Note") payable as set forth in Section 2, below.

1. PURPOSE OF NOTE

This Note is for the purpose of funding operations.

2. PAYMENT OF PRINCIPAL

The Principal Sum is Five Hundred Thousand Dollars (\$500,000) plus accrued and unpaid interest. The total Consideration is Five Hundred Thousand Dollars (\$500,000) payable by wire. The Holder shall pay Thirty-Six Thousand Dollars (\$36,000) of the Consideration upon execution of this Note (the "Initial Consideration"). The Holder may pay additional Consideration to the Maker in such amounts as the Holder may choose in its sole discretion (the "Additional Consideration"). The Principal Sum due to the Holder, and as referenced hereinafter, shall be the Initial Consideration plus any Additional Consideration actually paid by the Holder. The Maker is only required to repay the amount funded and the Maker is not required to repay any unfunded portion of this Note, nor shall any interest or other rights or remedies granted herein extend to any unfunded portion of this Note.

3. MATURITY DATE

The entire principal, and any accrued and unpaid interest, of this Note shall be due and payable on demand, but in no case later than October 3, 2019.

4. PREPAYMENT

Maker may prepay all or any portion of the principal of this Note at any time without penalty or premium.

5. DEFAULT

5.1 Events of Default. At the election of Holder, the entire principal balance of this Note shall become immediately due and payable upon the occurrence of any one or more of the following events of default:

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5.1.1 Failure to Pay. Maker fails to pay any amount due under this Note within ten (10) days of the due date therefore;

5.1.2 Insolvency. Maker makes an assignment for the benefit of any one or more of its creditors; or

5.1.3 Bankruptcy. There is commenced with respect to Maker a bankruptcy proceeding under the Bankruptcy Code, as amended from time to time.

5.2 Holder's Election. Holder's failure to exercise the election described in this Section 4 with respect to any event of default shall not constitute a waiver of the right to exercise such election upon the occurrence of any subsequent default.

6. GENERAL PROVISIONS

6.1 Medium. All sums due hereunder shall be paid in lawful money of the United States of America.

6.2 Gender; Number. In this Note, the singular shall include the plural, each gender shall include the other, and this Note shall be the joint and several obligation of each Maker.

6.3 Waiver. Maker, for itself and its legal representatives, successors, and assigns, expressly waives demand, notice of nonpayment, presentment for demand, presentment for the purpose of accelerating maturity, dishonor, notice of dishonor, protest, notice of protest, notice of maturity, and diligence in collection.

6.4 Governing Law. This Note shall be construed in accordance with the laws of the State of Nevada. Each Maker hereby consents to the jurisdiction of the courts of the State of Nevada with respect to any matter relating to the enforcement of any rights created by or evidenced in this Note.

6.5 Captions. The section and subsection headings in this Note are included for purposes of convenience and reference only and shall not affect in any way the meaning or interpretation of this Note.

6.6 Collection Costs. If any action is commenced to construe the terms and conditions of this Note or enforce the rights of Holder

hereunder, then the party prevailing in that action shall recover as part of the judgment its entire attorneys' fees and costs in that action, as well as all costs and fees of enforcing any judgment entered therein.

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IN WITNESS WHEREOF, the undersigned Maker has executed this Note on the date set forth below.

Holder []	Maker CLOUDCOMMERCE, INC. a Nevada Corporation
Name: _____	Andrew Van Noy
Title: _____	Chief Executive Officer

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