

IN THE CIRCUIT/COUNTY COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR OKALOOSA COUNTY, FLORIDA

STATE OF FLORIDA

CASE(s) _____

vs.

Defendant

PAYMENT PLAN NUMBER: _____

CRIMINAL / NON-CRIMINAL / TRAFFIC PARTIAL PAYMENT AGREEMENT

You, the Defendant, have elected or have been ordered by the Court to pay partial payments to the Clerk of Court of Okaloosa County, Florida. You represent that you are unable to pay the fines/costs due on this case without a payment plan. You will pay the amount owed plus a one-time administrative fee of \$25.00 pursuant to this Partial Payment Agreement. Defendant submits the following financial/ contact information:

1. Mailing Address: _____
City: _____ State: _____ Zip: _____
2. Date of Birth: _____ DL Number: _____
3. Home Phone: _____ Cell Phone: _____ Work Phone: _____
4. Employer: _____
5. Yearly Income (Net – after taxes): \$ _____
6. Email Address: _____ ****REQUIRED FIELD****
****REQUIRED FOR NOTIFICATION OF PAYMENT DELIQUENCY****

Financial Information:

My net annual income pay is (Only fill in one)

Total net annual income pay consists of total salary and wages, minus deductions required by law, including court-ordered support payments. – (s. 27.52(1), F.S.)

- Weekly / Monthly / Annually (circle which applies) \$ _____ (insert net income here)

My income sources are:

- Salary and Wages \$ _____ weekly bi-weekly semi-monthly monthly yearly
- Social Security Benefits \$ _____ weekly bi-weekly semi-monthly monthly yearly
- Unemployment Compensation \$ _____ weekly bi-weekly semi-monthly monthly yearly
- Union Payments \$ _____ weekly bi-weekly semi-monthly monthly yearly
- Retirement/Pensions \$ _____ weekly bi-weekly semi-monthly monthly yearly
- Trusts or Gifts \$ _____ weekly bi-weekly semi-monthly monthly yearly
- Veterans' Benefit \$ _____ weekly bi-weekly semi-monthly monthly yearly
- Workers' compensation \$ _____ weekly bi-weekly semi-monthly monthly yearly
- Rental Income \$ _____ weekly bi-weekly semi-monthly monthly yearly
- Dividends or Interest \$ _____ weekly bi-weekly semi-monthly monthly yearly
- Support from family members \$ _____ weekly bi-weekly semi-monthly monthly yearly
- Other income not on the list \$ _____ weekly bi-weekly semi-monthly monthly yearly

I have assets:

- Cash \$ _____
- Homestead real estate \$ _____ Loan balance \$ _____
- Non-homestead real estate \$ _____ Loan balance \$ _____
- Car/Motor Vehicle \$ _____ Loan balance \$ _____
- Boats/other tangible property \$ _____ Loan balance \$ _____
- Money market accounts \$ _____
- Bank/Savings account(s) \$ _____
- Stocks/bonds/Certificates of Deposit \$ _____
- Check one: I DO NOT / I DO expect to receive more assets soon. The asset(s) and value(s) are _____.
- **How much can you afford to pay per month? (Required)** \$ _____
- How much can you afford to pay as a down payment today? (If applicable) \$ _____

The defendant agrees as follows:

1. Acceptable forms of payment are cash, money order, cashier's check, certified check, or credit card. Payments may be made electronically at www.okaloosacotix.com or 1-855-893-7926, or in person at:
Okaloosa County Clerk 1940 Lewis Turner Blvd. Ft Walton Beach, FL 32547
Okaloosa County Clerk 101 E James Lee Blvd Crestview, FL 32536
2. Monthly payments of \$ _____ will be due on the _____ of each month; with the first payment being due on: _____ (date -must be within 30 days).
****any deviation from guidelines set by Clerk's policy Number 5102 requires a Supervisor's approval****
Supervisor's Approval/Signature: _____
3. The balance of \$ _____ must be paid in full by _____ (final payment date).
4. Payments may be paid before the due date and/or for more than the agreed upon amount without penalty.

ACKNOWLEDGEMENT OF TERMS AND FAILURE TO COMPLY CONSEQUENCES (s. 28.246(4), F.S.)

- Each clerk of the circuit court shall accept partial payments for each case type for court-related fees, service charges, court costs, and fines in accordance with the terms of an established payment plan developed by the clerk.
- An individual seeking to defer payment of fees, service charges, court costs, or fines imposed by law or order of the court under any provision of general law shall apply to the clerk for enrollment in a payment plan.
- The clerk shall establish all terms of a payment plan, and the court may review the reasonableness of the payment plan.

I attest/confirm/swear that the information provided on this application is true and accurate to the best of my knowledge. I will abide by the terms of the payment plan and understand failure to do so may result in the suspension of my driver's license for failure to pay a financial obligation and potentially my case(s) being referred to a collection agency and additional collection fees assessed.

***** ANY REQUIREMENTS & TIME DEADLINES IMPOSED BY THE COURT (EX: SHOWING PROOF OF INSURANCE, VALID LICENSE, TRAFFIC SCHOOL DEADLINES, ETC.) ARE NOT EXTENDED BY THIS AGREEMENT – THIS AGREEMENT IS FOR FINANCIAL OBLIGATIONS ONLY. IF YOU DO NOT COMPLY WITH REQUIREMENTS/DEADLINES ORDERED BY THE COURT, LICENSE SUSPENSIONS AND SUSPENSION FEES MAY APPLY FOR NON-COMPLIANCES*****

If you fail to comply with the payment plan pursuant to this agreement and you remain in default ten (10) calendar days from the due date of the payment, your driving privilege may be suspended. Also, you will be assessed additional fees and this agreement will be null and void.

I understand the above terms and obligations and I agree to comply with the Partial Payment Agreement. By signature below, I authorize the Okaloosa County Clerk of Court's office to contact me via email at the email address I have provided on this form.

Applicant's Printed Name

Date

Applicant's Signature

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IN AND FOR OKALOOSA COUNTY, FLORIDA

PAYMENT PLAN INFORMATION

_____ I wish to enroll in a payment plan (s. 28.246(4)(b), F.S.)

_____ I will provide my case number(s) or payment plan number each time I make a payment, or I will present the paperwork each time I visit the Clerk's Office.

_____ I will promptly notify the Clerk's Office of any address or email changes.

_____ I consent to email notifications (if email address is provided)

_____ I consent to text message notifications (if applicable) (data and message rates may apply)

Monthly payment responsibilities

_____ The Clerk's Office does not provide coupon books or statements as payment reminders.

_____ It is my responsibility to remit my payment each month in a timely manner.

_____ If an additional amount is paid within the same month it does not omit my next monthly payment.

_____ "Current" means I have paid my required installment no later than 5:00 P.M. on the payment due date specified on my payment plan agreement each month until the total financial obligations are paid in full.

_____ This agreement is for financial obligations only and does not extend any requirements imposed by the Judge.

_____ I acknowledge that any notification of late payments will be sent to me via email; if no email address is provided, I may not be notified.

Failure to meet monthly payment responsibilities

_____ My payment agreement will automatically cancel.

_____ Process will begin to suspend my driver's license as allowed by Florida statutes.

_____ My case will be referred to a collection agency; a 35% fee will be added by the collection agency.

Acceptable forms of payment are money order, cashier's check, and credit card. No personal checks are accepted. Cash payments can be made in person only. Always include a case number when mailing payments to:

Okaloosa County Clerk of the Circuit Court

Attn: Customer Service
1940 Lewis Turner Blvd.
Fort Walton Beach, FL 32547
(850) 651-7200, ext. 4450

or

Attn: Customer Service
101 E James Lee Blvd
Crestview, FL 32536
(850) 689-5000, ext. 4450

The Clerk of the Circuit Court follows collection policies as specified in Florida Statute 28.246 and 322.245.

PAYMENT PLAN TERMS

- I understand that court-imposed financial obligations and civil penalties are penalties from my sentence or set by applicable law and I am required to pay for all fines, fees, and costs incurred from my case proceeding(s).
- I understand and agree to pay a one-time \$25 administrative fee to establish a payment plan – (*s. 28.24(27)(b) or s. 28.24(27)(c), F.S.*)
 - If I fail to complete my payment plan and the clerk creates a new payment plan for me, I understand the clerk will assess an additional \$25 administrative fee each time a new payment agreement is established.
 - I further understand that **nCourt** charges a fee of percentage based on payment amount per payment when making payments by credit card.
- I understand that it is my responsibility to make timely payments pursuant to the plan, regardless of e-notification reminders.
 - Payment is due no later than 11:59 a.m. CST on the date given.
- I will timely update my address, cell phone number, email address and any other contact information with the Clerk's Office so that I may receive notifications.
 - Failing to update my contact information may prevent me from receiving payment plan notifications.
- I will notify the Clerk's office immediately with a request to modify my original payment plan if my financial situation changes.

FAILURE TO COMPLY

- Willfully failing to pay as agreed may result in the Florida Highway Safety and Motor Vehicles (FLHSMV) issuing an order suspending my driver license and my privilege to drive 20 days after the date the order of suspension is mailed (*ss. 318.15 or 322.245, F.S.*)
 - FLHSMV will send notification of suspension to the address they have on file.
- If I fail to pay my case balance once my payment plan has been defaulted, my license will remain suspended. If my case(s) remains unpaid after 90 days, my case(s) will be referred to a collection agency (*s. 28.246(6), F.S.*)
 - The collection agency may add a 35 percent fee to my outstanding balance, and I may need to pay the new balance through the collection agency.
- Failure to pay timely, which results in any criminal fine assessed by the court not being paid by the date established by the court, may result in the arrest of the defendant for failure to pay the fine.
- Criminal cases may be subject to a non-refundable lien fee of \$22.00

****YOU CAN MAKE YOUR SCHEDULED PAYMENT THROUGH NCOURT AT: WWW.OKALOOSACOTIX.COM OR BY CALLING TOLL FREE 1-855-893-7926****