

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT,  
OR THE COUNTY COURT, IN AND FOR LAKE COUNTY, FLORIDA

THE STATE OF FLORIDA )  
 )  
vs. ) Case No. \_\_\_\_\_ )  
 )  
\_\_\_\_\_, )  
 )  
Defendant )  
\_\_\_\_\_ )

**PAYMENT CONTRACT**

WHEREAS, the above named defendant is obligated, and has been ordered, to pay court-related charges, which may include, but are not limited to, fines, fees, service charges, and costs, in the amount of \$\_\_\_\_\_; and

WHEREAS, pursuant to Section 28.246, Florida Statutes, the above named defendant has been determined to be unable to currently make payment in full for such outstanding fees, service charges, costs, or fines; and

WHEREAS, Section 28.246, Florida Statutes, authorizes the Clerk of Court to execute a payment plan contract to collect the fees, service charges, costs and fines owed by any individual who is found to meet the requirements of Section 28.246, Florida Statutes; and

WHEREAS, Sections 28.246 and 28.24(26)(c), Florida Statutes, provides for the collection of a fee of \$25.00 for each payment plan contract; and

WHEREAS, this payment contract may be recorded, and upon recording shall constitute a lien on any property of the above named defendant.

NOW, THEREFORE, the parties agree as follows:

- 1) The above named defendant will pay a non-refundable plan fee of \$25.00 at the time of signing this agreement, and upon each modification hereof.
- 2) The above named defendant will pay a non-refundable lien fee of \$22.00.
- 3) The above named defendant will pay the fees, service charges, and costs, in the amount of \$\_\_\_\_\_ in \_\_\_\_\_ equal monthly payments in the amount of \$\_\_\_\_\_ per month beginning \_\_\_\_\_ and continuing on the \_\_\_\_\_ day of each month until paid in full. BY SIGNING THIS AGREEMENT, THE DEFENDANT UNDERSTANDS THAT THESE MONTHLY PAYMENTS WILL BE APPLIED FIRST TOWARD ANY FINE. A FAILURE TO PAY TIMELY WHICH RESULTS IN ANY 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.
- 4) Failure to comply with this contract may result in collection enforcement as provided by law. Such collection enforcement may include the suspension of the above named defendant's driver's license and referral to a collection agency. In the event of referral to

a collection agency, a collection fee of up to 40% of the outstanding balance on this contract may be added to any outstanding balance and become a part thereof.

- 5) This agreement may be modified by the parties. Any such modification must be by a signed, written instrument of equal dignity herewith. In the event such modification is at the request of the above named defendant, the modification shall be considered a new payment plan, and the defendant shall pay an additional plan fee of \$25.00 at the time of such modification.
- 6) The above named defendant certifies that any information he or she provided for the purpose of entering into this payment plan is truthful and accurate. Further, the defendant acknowledges that he or she is satisfied with this payment plan and intends to be bound by it.

Defendant

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

Print Name: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Cellular Telephone: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LAKE

Sworn or affirmed to and signed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_

Notary Public or Deputy Clerk

\_\_\_\_\_

(Print, type or stamp name of notary or clerk)

\_\_\_\_\_ Produced identification of \_\_\_\_\_

Gary J. Cooney  
Clerk of the Circuit Court and Comptroller  
550 West Main Street, Post Office Box 7800  
Tavares, Florida 32778-7800

By: \_\_\_\_\_  
Deputy Clerk