

DEBTOR: _____

Last, First Middle

DOB: ____ / ____ / ____

SSN: ____ - ____ - ____

BOARD BILL REPAYMENT AGREEMENT

Pursuant to the authority of Section 221.070, RSMo, and entered into this ____ day of _____, 20__ , the **Camden County Sheriff**, referred to as the “Sheriff” in this Board Bill Repayment Agreement which shall hereafter be referred to as the “Agreement,” and _____, an individual, who owes \$ _____, as of this date, money to the County of Camden Sheriff’s Office for the boarding costs in the Camden County Jail pending criminal charges and who is hereby referred to “Debtor” in this Agreement. Debtor agrees to be bound by said Agreement and by signature acknowledges that Debtor is indebted to Sheriff in the full amount of the Debt stated above.

Payments Promised: Debtor shall pay \$ _____ monthly to the Sheriff’s Department. The payment of this amount shall be accomplished by paying an initial payment of \$ _____ on _____, _____, 20__ and Debtor shall make monthly payments of \$ _____ per month.

Payment Due Dates: Payments are due on the ____ day of every month.

Collection: Sheriff is entitled to all remedies available for collection of debt to recoup stated debt from Debtor named herein.

Material Breach for Missed Payment: Payments not made within 10 days of the payment date are considered missed payments. Failure to pay by the 10th day after the payment due date is considered a material breach of the Agreement.

Full Debt Due Upon Failure to Make a Payment: If the Debtor misses a payment, the Debtor is in material breach and the entire amount unpaid to the date of material breach shall be immediately due in full. Debtor upon default is subject to all remedies available to Sheriff for collection of debt.

Successors: This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of each of the Parties hereto.

Attorney Fees and Costs: The Sheriff shall be entitled to reasonable attorney fees and costs associated with filing and enforcing this Board Bill Repayment Agreement, including but not limited to service fees, filing fees, witness fees and reasonable attorney hourly fees, collection costs and any costs or attorney fees on appeal, if any.

Notice: All notices provided for herein shall be deemed delivered upon personal delivery, or three (3) days subsequent to posting with the U.S. Postal Service, postage prepaid, to the addresses of the respective party shown below unless otherwise modified by written notice delivered in accordance with this section:

Address of Sheriff: 1 Court Circle Suite 13, Camdenton, MO 65020

Address of Debtor: _____

Governing Law: Agreement shall be construed and enforced in accordance with the laws of the State of Missouri without giving effect to the choice of law provisions thereof.

Entire Agreement: This Agreement constitutes the entire agreement of the parties and supersedes and terminates any prior oral or written understandings or agreements between the parties relating to matters addressed herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an authorized officer of the respective parties.

Debtor Initial

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Waiver Authorized: The failure of either party to this Agreement to object or take affirmative action with respect to any conduct by the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach of subsequent wrongful conduct.

Termination of Agreement: This Agreement may not be terminated unless a substitute Agreement is entered into by the parties and executed by both parties in writing.

Choice of Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri, United States of America, without regard to conflict of laws provisions.

Venue: The Parties agree that the sole venue for disputes arising out of, related to and/or connected with this Agreement shall be the circuit courts situated in Camden County, Missouri. The parties irrevocably submit to the exclusive jurisdiction of the State Courts located in Camden County, Missouri.

Execution: The Parties agree that this Agreement may be executed in counterparts and that a copy signed by a Party will be fully enforceable against such Party. This Agreement, and documents relating to this Agreement, may be executed and transmitted by facsimile, email or any other electronic means.

Waivers Of Due Process: Debtor waives their right to service of process of a suit to collect any outstanding balances owed under this Agreement and mailed service to the last known address of the Debtor is sufficient notice. Debtor waives their right to a jury trial. Debtor waives their right to assert defenses for amounts owed under this Agreement.

The effective date of this agreement is: _____, _____, 20____.

X _____ (signature of Debtor)

_____ (printed name)

_____ (phone number)

_____ (CCSO Name & DSN #)