

MARION COUNTY TREASURER
200 E. Washington Street, Suite 1060
Indianapolis, Indiana 46204
317- 327-4444

2008 PAY 2009 INSTALLMENT TAX PAYMENT AGREEMENT FOR HOMESTEAD PROPERTY

Check Program: _____Five Month Payment Plan _____Seven Month Payment Plan

This agreement, made and entered into this _____day of _____, 2009, between the taxpayer listed below ("Taxpayer") and the Marion County Treasurer ("Treasurer"), is for the purpose of allowing the taxpayer to pay current-year tax liabilities indicated by the parcel number(s) referenced below.

The parties to this Agreement agree to the following terms:

1. No Delinquent Taxes

The Taxpayer and Treasurer agree that no delinquent taxes or special assessments are due and owing at the time of this agreement.

2. Tax Liability

Taxpayer acknowledges the outstanding tax and special assessment liabilities total \$_____for 2008 pay 2009. If the 2008 pay 2009 tax liability is unknown at time of entering into this agreement, the total tax and special assessments for 2007 pay 2008 totaled \$_____.

3. Taxpayer Eligibility

A. Homeowner with Homestead Deduction (Five Month Payment Plan)

To be eligible for this Installment Plan a taxpayer must be the owner-occupant of a property with a homestead deduction. The Taxpayer confirms that the parcel listed below is their primary residence and the Taxpayer and Treasurer confirm that a homestead deduction exists on this property. The payment plan under this eligibility is for five (5) monthly payments.

B. Homeowner with Homestead Deduction and Other Specific Deductions (Seven Month Payment Plan)

In addition to meeting the qualifications specified in 3A the owner-occupant verifies they meet at least one of the criteria as initialed below:

- a. is in active military duty _____
- b. is over age 65 and has an annual income of less than \$25,000 _____
- c. qualifies for the over age 65 or surviving spouse deduction _____
- d. qualifies for the blind or disabled deduction _____
- e. qualifies for the total or partial veteran disability deduction _____

The Payment Plan for homeowners meeting one or more of the above criteria is seven (7) monthly payments.

4. Five (5) Payment Plan

A. Payment Amount

Each payment amount is determined by dividing the most currently known tax and special assessment amount by five (5). If the 2008 pay 2009 total liability is not known at the time of entering into this agreement then following the November payment the Treasurer will recalculate the monthly payment using the taxes and special assessments that have been determined due for the 2008 pay 2009 tax cycle.

B. Payment Due Dates

Each payment is due on the eighth of each month in October, November and December 2009 and in January and with a final payment in February, 2010.

5. Seven (7) Payment Plan

A. Payment Amount

Each payment amount is determined by dividing the most currently known tax and special assessment amount by seven (7). If the 2008 pay 2009 total liability is not known at time of entering into this agreement then following the November payment the Treasurer will recalculate the monthly payment using taxes and special assessments that have been determined due for the 2008 pay 2009 tax cycle.

B. Payment Due Date

Each payment is due on the eighth of each month in October, November and December 2009 and in January, February, March and with the final payment in April, 2010.

6. Initial Payment Amount

If this agreement is entered into after the schedule in either Section 4 B or 5 B has commenced, then the first payment must total the amount of the missed payments.

7. Payment Method

A monthly automatic debit shall be used if the taxpayer has a checking or savings account. If an account cannot be debited then the payment can be made by a check or money order. Attachment "A", the "Monthly Automatic Tax Payment Debit Agreement", is the enrollment form for automatic debit or agreed upon payment method.

8. Conditions for Waiver of Penalty

A. If the taxpayer pays the taxes due according to this monthly installment plan, the taxes are not considered delinquent. Penalties under IC 6.1.1-37-10 apply to the taxpayer if a payment under this installment program is missed or if a payment is less than the amount due in a particular installment.

B. If a payment is made for which there are insufficient funds to cover the payment, the normal bad check fees will be applied. If the payment is covered before the date of the following payment, the bad check fee will be applied but not a late fee as described in 5.A.

9. Terms of Agreement

This agreement is only for payment of the tax liability and fees for 2008 pay 2009 and concludes with the final payment listed in 4B or 5B of the payment plan checked.

10. Notice of Change of Address

The taxpayer shall at all times keep the Treasurer informed of his/her place of residence and shall promptly notify the Treasurer of any change, giving the new address and mailing address.

11. Limitation of Collection

The Treasurer will not pursue further collection activities if the terms of this agreement are not violated.

Both parties whose signatures appear below agree to the terms presented above. If the taxpayer fails to meet any of the terms of this agreement, then the Treasurer may cancel this agreement and declare the entire unpaid balance plus any penalties due and payable as of the original due dates. In that event, the Treasurer may pursue whatever remedies, legal or equitable, are available to collect the entire unpaid amount of the tax liability.

Taxpayer Name: _____

Mailing Address: _____

City: _____ State IN Zip Code: _____

Telephone Number Home: _____ Cell: _____

E-mail: _____

Parcel(s) Number(s): _____

Taxpayer Signature

Treasurer or Designee

Date of Signature

Date of Signature

Attachment "A" to Installment Tax Payment Agreement

Monthly Automatic Tax Payment Debit Agreement

I authorize the Marion County Treasurer in Indiana to monthly deduct funds from my designated account at the financial institution named on this Agreement to pay my Marion County property taxes. I understand and acknowledge the following:

- this Agreement constitutes prior notice to me about my pre-arranged debit payments;
- the amount and date of my monthly property tax debit is set in the Installment Tax Payment Agreement;
- I can *STOP* these automatic payments if I notify the Marion County Treasurer in writing no less than five business days before the monthly due date;
- the Marion County Treasurer and/or my financial institution can stop my participation if necessary;
- I *MUST* notify the Marion County Treasurer promptly of any change to my designated account;
- I *MUST* notify the Marion County Treasurer if I am no longer responsible for paying property taxes on the property referenced in the Installment Tax Payment Agreement;
- all notifications regarding this Agreement shall be sent to:
Marion County Treasurer
Attention: Monthly Tax Payment Debit
200 E Washington Street, Suite 1001
Indianapolis, IN 46204-3356
- there will be a fee charged to me for each payment that cannot be processed due to NSF, inactive accounts, etc. and;
- if any debit is not honored by my bank or financial institution for any reason under my control, I will be subject to additional charges and removal from the monthly debit program as specified in my Installment Tax Payment Agreement.

Taxpayer Name: _____

Taxpayer's Designated Account Information

Name of Financial Institution: _____

Account Number: _____

Routing Number: _____

Type of Account: Checking Savings (circle type)

Signature _____

Date _____