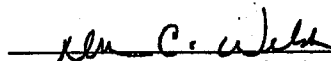


## Payment Agreement Policy For The Loudoun County General District Court

Revised July 1, 2021

1. **Payment Agreements are Available.** If you cannot pay your fines and/or court costs on the date of judgment, you may enter into either a Deferred Payment Agreement, a Modified Deferred Payment Agreement, or an Installment Payment Agreement.
2. **Deferred Payment Agreements.** Under this agreement, you agree to pay the full amount due at the end of the stated term and no installment payments are required.
3. **Installment Payment Agreements.** Under this agreement, you agree to pay in monthly or other periodic payments, until the full amount due is paid in full.
4. **Modified Deferred Payment Agreement.** Under this agreement, you agree to use best efforts to make monthly or other periodic payments to pay the amount due in full.
5. **Payment Agreement Fee.** For any payment agreement, you pay a one-time fee of \$10.00.
6. **Accrual of Interest.** No interest shall accrue on any fines and/or court costs (i) for a period of 180 days following the date of judgment; (ii) during any period of incarceration; and (iii) for a period of 180 days following the date of release from incarceration, if the sentence included an active term of incarceration.
7. **Length of Time for Payment Agreements.** In determining the length of time to pay under a deferred, modified deferred or installment payment agreement, the Court shall consider your financial resources and obligations, including any fines and costs you owe in other courts. In assessing your ability to pay, the Court shall use a written financial statement on a form provided by the Supreme Court or conduct an oral examination.
8. **Modification of Deferred, Modified Deferred or Installment Payment Agreements during the Term of the Agreement.** At any time during the term of the deferred, modified deferred or installment payment agreement, you may request a modification of the agreement in writing on a form provided by the Supreme Court and the Court may grant such modification based on a good faith showing of need. You must apply for a modification before the payment agreement ends.
9. **Re-entry into a Deferred, Modified Deferred or Installment Agreement after Default.**
  - a. If you have a Deferred or Modified Deferred Agreement and you fail to pay in full, as agreed, before the agreement ends, you are in default and the payment agreement terminates.
  - b. If you have an Installment Agreement and you fail to pay any installment on or before the due date, you are in default and the payment agreement terminates.
  - c. After a default and termination of the payment agreement, the Court shall consider a request to enter into a subsequent payment agreement. The Court shall consider any change in your circumstances. A down payment may be required for a subsequent payment agreement, provided that (i) if the full amount due is \$500 or less, the required down payment shall not exceed ten percent (10%) of the amount due or (ii) if the full amount due is more than \$500, the required down payment shall not exceed five percent (5%) of the full amount due or \$50, whichever is greater.
  - f. After a default and termination of a payment agreement, your case may be sent to collection for satisfaction of all amounts outstanding. Such collection procedures may include, but not be limited to, garnishment of accounts, wages and/or tax return refunds.
10. **Change of Address.** You must inform the Court promptly of any change of address during the term of any payment agreement.
11. **Methods of Payment.** The Court accepts cash, personal checks, money orders and MasterCard, Discover and VISA debit and credit cards. If you use a debit or credit card, a 4% convenience fee is added to each payment. Do not send cash by mail.
12. **Community Service-Fine Option Plan.** If you are unable to pay a fine and/or court costs, you may apply to the Court for the Fine Option Plan and perform community service in lieu of paying fines and/or costs. Community service is never allowed as a substitute for restitution (money owed to a victim of a crime). To apply to perform community service, you must submit a motion to the Court. If approved by the Court, community service must be performed on time within the time period granted and at the rate provided in the plan. Credit will be applied at the minimum wage in Virginia (currently \$9.50 per hour). Community service is supervised by a probation officer with the Department of Community Corrections (DCC). Only one opportunity will be allowed for community service during any one year period. At the time of approval of the Fine Option Plan, you shall sign Form DC-210, Time to Pay Agreement. If you default on the Fine Option Plan and do not otherwise pay your fines and/or costs, your case may be sent to collection.

**ORDER:** The above policies are revised and adopted for the Loudoun County General District Court as of July 1, 2021 pursuant to Section 19.2-354.1 of the 1950 Code of Virginia, as amended.

  
Deborah C. Welsh, Chief Judge