



**FREDERICK COUNTY GOVERNMENT
DIVISION OF FIRE & RESCUE SERVICES
5370 Public Safety Place
Frederick, MD 21704**

PROMISSORY NOTE

IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE COUNTY EXECUTIVE OF FREDERICK COUNTY, MARYLAND TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

Date: Month XX, 2021

Amount of Promissory Note: \$ 16,139.50

FOR VALUE RECEIVED, «Full Name», (“Employee”), promises to pay to Frederick County, Maryland (“County”), the principal sum of sixteen thousand one hundred thirty-nine dollars and fifty cents (\$16,139.50) beginning from the date of this Promissory Note and continuing until paid in full (the “Note Value”), pursuant to the following terms and conditions of this promissory note (“Promissory Note”):

1. **Background:** This Promissory Note is executed in association with the Frederick County Division of Fire and Rescue Services Reimbursement Agreement Firefighter Recruit Position dated Month XX, 2021 (the “Reimbursement Agreement”), by and between Employee and the Division of Fire and Rescue Services of Frederick County, Maryland. Under the terms of the Reimbursement Agreement, the parties agree that the County will provide the cost of training as defined in the Reimbursement Agreement. This Promissory Note is executed in furtherance of and in conjunction with the Reimbursement Agreement.

2. **Payment Terms:** Employee shall pay the County the Note Value due under this Promissory Note on or before the date certain three (3) years after the date of this Promissory Note July 26, 2024 (the “Payment Date”) in satisfaction of this Promissory Note.

3. **Payment Forgiveness:** The Note Value shall be reduced as follows beginning thirteen months after the date of this Promissory Note (“Anniversary Date”):

Thirteenth through eighteenth month from the Anniversary Date - 20%
Nineteenth through twenty-fourth month from the Anniversary Date - 40%
Twenty-fifth through thirtieth month from the Anniversary Date - 60%
Thirty-first through thirty-sixth month from the Anniversary Date - 80%

until reduced to a Note Value of Zero Dollars and Zero Cents (\$0.00) after the thirty-sixth month. This forgiveness provision is expressly conditioned on and is subject to the terms of the

Reimbursement Agreement. If Employee is not employed by the County when the reduction is to occur or the Payment Date, but has accepted employment with another Fire/EMS department or has accepted employment in other Fire/EMS related work within one year from the date of termination of employment with the Division of Fire and Rescue Services, no forgiveness as defined in this provision shall occur on that date, and the remaining Note Value shall be due and payable under the terms of this Promissory Note.

4. **Events of Default; Acceleration:** The following shall constitute defaults or events of default hereunder (“Events of Default”):

Failure by Employee to keep, perform or observe any agreement, covenant, or condition contained herein or in the Reimbursement Agreement;

The remaining unpaid Note Value of this Promissory Note shall immediately become due and payable, at the option of the holder hereof, upon the occurrence of an Event of Default. The County shall be entitled to recover all expenses, including reasonable attorneys’ fees, incurred by the County in any way arising from or relating to the enforcement or attempted enforcement of this Promissory Note and the collection or attempted collection, whether by litigation or otherwise, of this Promissory Note.

5. **Governing Law; Changes:** The Promissory Note may not be changed orally and shall only be modified in a writing signed by all parties. This Promissory Note shall be governed by and construed in accordance with the laws of the State of Maryland without regard to principles of conflict of laws.

6. **Jurisdiction; Venue:** Any lawsuit arising from or relating to this Promissory Note or the Reimbursement Agreement shall be brought in the District Court of Maryland for Frederick County. The parties waive any objections they may have to personal jurisdiction, venue, or *forum non conveniens* for any matter brought relating to this Promissory Note or the Reimbursement Agreement.

7. **Severability:** If any clauses or provisions herein contained operate or would prospectively operate to invalidate this Promissory Note or the Reimbursement Agreement, in whole or in part, then such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Promissory Note and the Reimbursement Agreement shall remain operative and in full force and effect.

8. **Miscellaneous:** Employee and all endorsers, sureties, and guarantors, hereby waive presentment for payment, demand, protest, notice of nonpayment or dishonor and of protest, and any and all other notices and demands whatsoever, and agree to remain bound under this Promissory Note until the Note Value is paid in full, notwithstanding any extensions of time for payment which may be granted even though the period or periods of extension be indefinite and notwithstanding any inaction by, or failure to assert any legal rights available to the holder of this Promissory Note. Employee acknowledges that the County may reproduce (by electronic means or otherwise) any of the documents evidencing and/or securing this Promissory Note and thereafter may destroy the original documents. Employee hereby agrees that any document so reproduced shall be the binding obligation of Employee, and all endorsers, sureties, and guarantors, and enforceable and admissible in evidence against them to the same extent as if the original documents had not been destroyed.

Employee, and all endorsers, sureties, and guarantors, hereby waive all exemptions, whether homestead or otherwise, as to the obligations evidenced by this Promissory Note. Employee and all endorsers, sureties, and guarantors, and each other party, waive any rights to require the County to proceed against any other party or person or any collateral before proceeding against any of them, or any other party, and agree that without notice to any party and without affecting any party's liability, the County, at any time or times, may grant extensions of the time for payment or other indulgences to any party or permit the renewal or modification of this Promissory Note, and may add or release any party primarily or secondarily liable.

9. **Confession of Judgment:** I hereby authorize any attorney-at-law to appear in any court of record in the State of Maryland, or any other state in the United States, on default in the payment of any installment due on this agreement, and waive the issuance and service of process and confess judgment against me in favor of the County for the amount of the debt, together with costs of suit and reasonable attorney fees, and to release all errors and waive all right of appeal.

IN WITNESS WHEREOF, this Promissory Note has been executed under seal the day and year first above written.

Employee Signature

State of Maryland, County of Frederick:

I HEREBY CERTIFY that on this xxth day of month, 2021, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Washington County, personally appeared «Full Name» and he/she did acknowledge the foregoing Promissory Note to be his/her Act and deed.

In witness whereof I hereunto set my hand and official seal.

Notary