

# Rusk County Circuit Court Statement of Policy Deferred Payment Plans

1. It should be understood that the Court views your fine obligation seriously and expects payment of the specified amount on the date agreed upon by you **WITHOUT EXCEPTION**.
2. **THERE IS A \$10.00 SETUP FEE FOR ALL PAYMENT PLANS.** This fee must be paid prior to the implementation of a Deferred Payment Plan Agreement-
3. Payment plans must be implemented within 14 days of the date of conviction. It will require that the defendant complete and sign a Deferred Payment Plan Agreement Contract. If the option to enter into a payment plan is declined, the fine must be paid within 60 days of the date of conviction, as dictated by WI Statute Section 973.05.

4. Payments are to be paid to : **CLERK OF COURT**  
311 Miner Ave E, Suite 1350 ,  
Ladysmith, WI 54848

Please note in the memo section of your check or money order that payment is for your Payment Plan.

5. Failure to make payments ordered on a criminal or forfeiture violation will result in a commitment order, which means we will issue a warrant for your arrest- At that time, the entire fine is due in full. Failure to pay will also result in a tax refund intercept, wage assignment and/or a civil judgment entered against you.
  6. Failure to make payments ordered on traffic or juvenile violations will result in the suspension of your driving privileges for a period of two (2) years or until paid. Failure to pay will also result in a tax refund intercept, wage assignment, warrant for your arrest and/or civil judgment entered against you.
  7. Failure to make payments ordered on any case type will result in your Wisconsin DOR tax refunds being intercepted until the fine has been paid in full as authorized under Wisconsin Statute 71.935. Payment schedules exceeding twelve months will also be submitted to the Department of Revenue at the time of implementation. Disclosure of your social security number is voluntary and the information will be used for the purpose of tax interception.
  8. The Clerk of Courts office reserves the right to add additional fines to your payment plan as they become due.
  9. If you receive additional fines or financial obligations, you may add them to your current payment plan. However, it is your responsibility to contact the Clerk of Court and make the necessary arrangements at (715) 532-2108. **THERE IS A \$5 FEE TO ADD CASES TO YOUR CURRENT PAYMENT PLAN.** (\$5 per request and .not per case) Failure to do so may result in penalties for non-payment of any additional fines or financial obligations.
- IO- It is your responsibility to keep this office informed of any change of financial circumstances, change of phone number or change of address by writing the Clerk of Court at the above address.
11. For questions regarding your current payment plan, call the Clerk of Court office at (715) 532-2108.

# Rusk County Circuit Court

## Deferred Payment Plan Agreement

For Administrative Use Only  
**Payment Plan**  
**Fee**  
 NOT Paid

It is hereby acknowledged by the undersigned that all financial obligations must be paid to the Clerk of Court in cash, money order or check in the amounts and at the times specified by the Court, or this Payment Agreement- I understand that the terms of this agreement will not commence until payment of the setup fee has been received by the Clerk of Courts Office.

I further agree to notify the Court in writing of any change in address, employment or phone number in writing within 10 days of the change. Personal checks must include a telephone number, name of debtor/case number and current address.

I swear that the statements herein are true and complete, and agree to abide by this deferred payment agreement. In the event that payments are not paid by the due date, the entire unpaid balance becomes due and payable immediately- Payment schedules exceeding twelve months will also be submitted to the Department of Revenue at the time of implementation.

I have been given a Statement of policy regarding my payments and understand my responsibilities to the Clerk of Court's Office for the duration of this deferred payment agreement. I understand that the voluntary disclosure of my social security number will be used for purposes of tax intercept.

If this is not paid within the required time, you may face jail time, a civil judgment, referral to a collection agency and/or your tax refund may be intercepted.

### Defendant Information

\*Name: \_\_\_\_\_ Court Date: \_\_\_\_\_

\*SSN: \_\_\_\_\_ \*DOB: \_\_\_\_\_ Case # \_\_\_\_\_ \$ \_\_\_\_\_

\*Address: \_\_\_\_\_ Case List TOTAL (Attached): \$ \_\_\_\_\_

\_\_\_\_\_ Subtotal: \_\_\_\_\_

\*Phone: \_\_\_\_\_ LESS Required Payment: \_\_\_\_\_

\*Employer: \_\_\_\_\_ Total/Current Balance Owed: \$ \_\_\_\_\_

\*Employer Phone: \_\_\_\_\_ DOR Tax Intercept? Yes NO \_\_\_\_\_

MAIL PAYMENTS TO: Clerk of Courts – 311 Miner Avenue E, Suite L350 – Ladysmith, WI 54848

Payment Schedule: \$ \_\_\_\_\_ Per Month Beginning: \_\_\_\_\_

REMINDER: NOTICES WILL NOT BE SENT—PAYMENT CYCLY SCHEDULES ARE THE RESONSIBILITY OF THE PARTY OR DEFENDANT.

\* \_\_\_\_\_  
 DATE

\* \_\_\_\_\_  
 DEFENDANT SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 COURT REPRESENTATIVE SIGNATURE