

PAYMENT AGREEMENT

This agreement for payment of Unemployment Compensation contributions and assessments is made between [REDACTED] (hereinafter called "Employer"), Account Number [REDACTED], whose address is [REDACTED] **Marlington, WV 24954-1042**, and the Unemployment Compensation Division of WORKFORCE West Virginia.

LIABILITY

The Employer acknowledges that he/it is indebted to the Unemployment Compensation Division of WORKFORCE West Virginia for contributions, assessments, penalties and interest for the following periods and amounts:

Period	Contribution/Penalty	Interest	Total Due for Period
2/2017	836.59	300.12	1136.71
Penalty	83.65	27.55	111.20
1/2017	1175.51	467.16	1642.67
Penalty	117.55	46.73	164.28
4/2016	2067.79	903.11	2970.90
Penalty	206.77	80.41	287.18

The balance of the liability is **\$6,312.94** and shall be paid as follows: Employer shall make **12** equal payments of **\$150.00** which are due on the **Twenty Eighth** day of each month, beginning on **5/28/2019**. This account will be review in twelve months for continuation verification **4/28/2020**. The balance of the liability plus all accrued interest, penalties and court costs incurred, due as part of the final payment when paid in full. Please call our office at (304) 558-2451 or (304) 558-4430 for final payoff.

ANNEX A

TERMS AND CONDITIONS

1. All payments will be made by cash, cashier's check, certified check or money order.
2. Interest will accrue on the declining balance at the rate of one additional percent (1%) for each delinquent month, unless the rate is increased or decreased in the manner provided by law.
3. **Each monthly payment, and all contribution reports and payments which become due during the term of this agreement, shall be timely mailed to the WORKFORCE West Virginia, Contribution Accounting Section, [REDACTED], Charleston, West Virginia 25321-0106.**

4. Any amount paid or credited as to this debt shall be applied to the oldest existing liability.
5. Any refunds or credits of any contribution, to which the Employer may be entitled, may be credited and applied to this debt without claim or petition for refund to and with notice to the Employer.
6. The amount of liability is subject to the correctness of any contribution reports filed by the Employer, and any additional amount of contribution determined to be due may be collected in the same manner as the liability included in this agreement.
7. The Bureau may examine the books and records of the Employer at any time to determine the accuracy of any contribution reports, or to facilitate the collection of contributions.

DEFAULT

1. The Employer shall be in default if the Employer (a) fails to pay the full amount of any monthly payment on or before the due date; (b) fails to file any contribution report or fails to pay any contribution which becomes due during the term of this agreement; (c) fails to comply with any other provision of this agreement.
2. Upon default, the Bureau shall give the Employer notice of any default and/or notice of any of the terms and conditions of this agreement. If the default is not cured within ten (10) days of the date of the notice, the unpaid balance shall be due and payable immediately.
3. The Employer will only be allowed to reinstate this agreement one (1) time. In order to reinstate this agreement, the Employer must submit the missing payment and/or missing reports and payment within ten (10) days of the date of the default notice. In addition, the Employer must also make a good faith payment equal to the amount of the agreed upon monthly payments included in this agreement. Failure to reinstate this agreement within the ten (10) day period, this agreement will be null and void and the Employer will be required to renegotiate a new agreement with 50% down payment of the remaining unpaid balance.
4. The Bureau may then, without notice, collect any unpaid balance by any lawful means. In addition, the Bureau will notify any/all State agencies for license revocation.

WORKFORCE WEST VIRGINIA

EMPLOYER

By: [REDACTED]

Signature: _____(s)

Account Number: [REDACTED]

Name: _____
(Print Name)

Its: _____
(Officer, Partner, Owner)

Today's Date: _____

NOTE: YOU MUST SIGN THE ORIGINAL OF THIS AGREEMENT AND RETURN IT TO THIS OFFICE.
RETAIN THE COPY FOR YOUR RECORDS AND MAKE ALL PAYMENTS TO THE ADDRESS SHOWN
ON THE AGREEMENT. IF THE ORIGINAL IS NOT SIGNED AND RETURNED TO THIS OFFICE
WITHIN FIFTEEN (15) DAYS OF THE DATE OF THIS AGREEMENT, THE BUREAU WILL TAKE ANY
NECESSARY ACTION TO COLLECT THE MONIES DUE.