



Līhu‘e, Kaua‘i, Hawai‘i

DATE: _____

PROMISSORY NOTE (Payment Arrangement)

For Unpaid Principal Balance: _____

Account Number: _____

Service Premise Address: _____

FOR VALUE RECEIVED, the receipt whereof is hereby acknowledged _____
_____ (hereinafter called the
“Makers”), whose mailing address is _____
_____, promises to pay to the order of the **BOARD OF WATER SUPPLY,
COUNTY OF KAUAI**, a semi-autonomous agency of the **COUNTY OF KAUAI**, a political
subdivision of the State of Hawai‘i, to its mailing address at 4398 Pua Loke Street, Lihue,
Hawaii 96766 or such other place as the holder of this Note (hereinafter called the “Holder”),
may designate in writing the sum of

_____ (\$ _____), payable
as follows:

- (a) Payments of principal on the outstanding principal balance in the amount of
\$ _____ per month, shall be due on the date noted on your
regular monthly billing as the “PAYMENT MUST REACH US BY” date for every
month until payment in full is made
 - (b) Any late payment may be considered to be a default.
 - (c) The entire balance of principal shall be due in full to the holder on or before
_____.
- If the Note is not paid in full by that date, it shall be considered to be a default.
- (d) There will be no penalty for prepayment of principal.



In case of default in the payment of principal as herein provided, the Department of Water shall discontinue service to the premises. Upon default of payment of principal, the whole amount of principal shall become immediately due and payable. The Holder agrees to give the Makers notice telling the Makers that the Makers are in default. Failure to exercise this option shall not constitute a waiver of right to exercise the same in the event of any subsequent default.

If the Holder requires the Makers to pay immediately in full as described above, the Holder shall have the right to be paid back all of its costs and expenses to the extent permitted by applicable law. These expenses include but are not limited to: any court or collection costs and reasonable attorney's fees.

The Makers hereby expressly waive demand, protest and notice of demand, protest and nonpayment, and extensions of time of payment without written notice.

No provision of this Note may be waived, modified or cancelled orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, modification, discharges or cancellation is sought.

This Note shall be governed by and construed according to the laws of the State of Hawai'i.

DATED: Līhu'e, Hawai'i, _____.

Date

Signature