



Lake Louise Christian Community Delinquent Tax Policy

In the event a Lessee fails to pay any or all taxes or other payments: a.) Due to or paid through the Lake Louise Christian Community (LLCC), or b.) Due to and paid directly to Hudson Township, a late fee will be assessed in the amount of 10% of the overdue tax, *plus* ½% per month thereafter, in addition to any late fees assessed by the municipality, until the overdue amount is paid in full. The Lessee shall be provided with written notice from the Executive Director in the following manner:

1. **First Notice.** One (1) month following the due date for any payment to be made to the Lake Louise Christian Community, the Executive Director shall send a first notice to the Lessee notifying the Lessee that:

- a. Payment is overdue;
- b. The amount due, plus all late fees as outlined in the first paragraph; and,
- c. That failure to make full payment will result in the Board of Trustees taking legal action to terminate the Residential Property Lease nine (9) months after the due date for the payment.

2. **Second Notice.** Three (3) months following the due date for any payment to be made to the Lake Louise Christian Community, the Executive Director shall send a second notice, following the first notice, to the Lessee notifying the Lessee that:

- a. Payment is overdue and that a first notice was provided;
- b. The amount due, plus all late fees; and,
- c. That failure to make full payment will result in the Board of Trustees taking legal action to terminate the Residential Property Lease nine (9) months after the due date for the payment.

3. **Third and Final Notice.** Six (6) months after the due date for any payment to be made to the Lake Louise Christian Community, the Executive Director shall send a final notice *by both regular mail and by certified mail, with proof of delivery*, to the Lessee notifying the Lessee that:

- a. Payment is overdue and that first and second notices were provided;
- b. The amount due, plus all late fees; and,
- c. That failure to make full payment will result in the Board of Trustees taking legal action to terminate the Residential Property Lease nine (9) months after the due date for the payment. *A specific date will be provided.*

It is the Lessee's responsibility to pay all taxes in full when due. LLCC reserves the right not to accept partial payments on delinquent tax responsibilities. LLCC further reserves the right, but has no obligation, to pay a Lessee's delinquent tax obligation owed to a municipality at any time, and seek reimbursement from the Lessee together with all late fees, costs and attorney fees pursuant to the terms of the Lease.

In the event a Lessee fails to make full payment nine (9) months after the due date for the payment, the Board of Trustees will take action to terminate the LLCC Residential Property Lease. Taking such action under this Policy must be approved by the Board of Trustees after consultation with the Board's legal counsel. Payment of all Legal fees will be the responsibility of the Lessee. The failure of the Executive Director to send any notice provided for herein, or the failure of the Lessee to receive a notice, shall not entitle the Lessee to claim lack or absence of notice or to challenge the procedures set forth herein.

Adopted by the LLCC Board of Trustees June 2017