

**KENTUCKY BOARD OF NURSING**  
**NURSING INCENTIVE SCHOLARSHIP FUND (NISF) PROMISSORY NOTE**

Upon verified completion of the degree program specified in my NISF scholarship application and verified completion of the required employment, as determined pursuant to my NISF contract and 201 KAR 20:390, the remaining unpaid debt evidenced by this promissory note shall be forgiven as an interest free scholarship.

Otherwise, for value received in the amount of \$\_\_\_\_\_ from the Kentucky Board of Nursing (KBN) on behalf of the Nursing Incentive Scholarship Fund (NISF), I, the undersigned Maker, promise, subject to the conditions contained in this promissory note and 201 KAR 20:390, to pay to NISF (or any subsequent holder of this promissory note) the foregoing principal amount plus interest at the simple annualized rate of eight percent (8%). Interest shall accrue daily from the date of disbursement of the principal amount on behalf of the Maker.

1. I agree that I shall, upon written demand by KBN on behalf of NISF (or by any subsequent holder of this promissory note) sent to my last known address, immediately repay the entire outstanding balance of principal and accrued interest if I:
  - (A) Fail to enroll in the nursing degree program listed on my NISF scholarship application;
  - (B) Cease, prior to the completion of the program, to be enrolled in the nursing degree program listed on my NISF scholarship application (other than by reason of inter-semester vacations or leaves of absence authorized by the program);
  - (C) Fail to pass the NCLEX relevant to my degree program within two (2) years of graduation, or, if a prelicensure APRN program fail to obtain APRN certification within two (2) years of graduation;
  - (D) Fail to meet the employment duration requirement (unless excused by KBN);
  - (E) Make any false or incomplete representations of material fact in applying for or receiving any benefits under 201 KAR 20:390. Interest shall continue to accrue on any outstanding portion of the principal until the debt is paid in full. Acceptance of any partial payment of principal or interest shall not constitute a waiver of unpaid portions of principal and interest, absent an agreement signed by an approved officer of KBN (or any subsequent holder of this note) authorized to waive payment of the remaining balance. Election by KBN (or any subsequent holder of this note) not to take legal action to recover any portion of this debt when due shall not, by reason of estoppel, preclude subsequent action for recovery. I further agree to pay any and all attorney fees and other costs of collection authorized by law, which are necessary for the collection of any amount payable under this promissory note.
  - (F) Should my enrollment in the nursing degree program listed on my NISF scholarship application be delayed or interrupted for any reason other than an approved deferment pursuant to 201 KAR 20:390 §7(3-5), KBN will continue with default procedure including collection of sums due pursuant to the contract and 201 KAR 20:390 until such time that I produce proper documentation showing that I have come within compliance of all terms of this promissory note and accompanying contract; however, after the board refers a debt to a third party for collection, a recipient shall not be eligible for deferment or to otherwise cure the recipient's breach, other than through payment of all sums owed to the board.
2. KBN and I may agree to a repayment schedule and/or deferment in accordance with 201 KAR 20:390. There shall be no penalty for prepayment of all or any portion of the principal hereunder. Since interest accrues daily on the outstanding loan balance, I will not be entitled to a refund of any interest.
3. I shall promptly notify KBN (or any subsequent holder of this note), in writing, of any change of address, enrollment status, deferment condition or pertinent employment status. Employment and repayment obligations are not deferred or tolled as a consequence of my enrollment in a different degree program than the one specified in my NISF application; however, employment and repayment requirements are not activated when a recipient transfers to the same degree program at a different school .

4. I hereby warrant and covenant that all representations and assurances of fact made by me or provided on my behalf in requesting or receiving the proceeds of this scholarship or other benefits pursuant to applicable regulations are true, accurate, and complete.
5. I may not assign, delegate, or otherwise transfer any interest, right, or obligation, arising hereunder.
6. I understand that this document, which encompasses both a promissory agreement as well as the accompanying contractual agreement, is executed pursuant to, and is to be administered and interpreted in all respects in accordance with, the terms of applicable regulations now or hereafter in effect. The foregoing regulations are incorporated herein by reference. The terms and conditions of this promissory note shall be deemed automatically amended to conform to any addition, omission, or other change permitted or required by duly enacted law or administrative regulation. The terms and conditions of this promissory note may otherwise be amended by mutual written consent of the parties.
7. The place of making and/or performance of the obligations hereunder shall be deemed to be Louisville, Kentucky. For the purpose of resolving any conflict between the laws of several states, the laws of the Commonwealth of Kentucky shall govern. Venue of any legal action necessary to recover amounts due under this note shall be Jefferson County, Kentucky.
8. This note may be consolidated with prior and subsequent notes under NISF into one aggregate indebtedness for the purposes of billing and collection, and any forgiveness of said aggregate indebtedness may be apportioned among said notes in accordance with applicable regulations now or hereafter adopted.
9. Default: For purpose of this promissory note, "default" means any situation in which the debtor does not meet the obligations of KENTUCKY BOARD OF NURSING, NURSING INCENTIVE SCHOLARSHIP FUND CONTRACT. Upon failure to repay any portion of this note when due, including failure to repay any installment under a repayment schedule, the entire outstanding balance of principal and accrued interest shall be immediately due and payable. In the event of said default, if judgment is rendered on the debt, then the annual interest rate shall be a rate determined in accordance with applicable regulations from the date of said judgment until the principal is repaid in full. Should I be deemed to have entered into default status, KBN will engage in collection efforts as allowed by law.

RECIPIENT'S NAME \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

Please Print

COMPLETE HOME ADDRESS \_\_\_\_\_

Street

City

State

Zip

SCHOOL \_\_\_\_\_ PROGRAM TYPE ADN/BSN/GRD/LPN SCHOOL TERM yyyy-yyyy

Complete Name of School

Circle one

RECIPIENT'S SIGNATURE \_\_\_\_\_

I hereby certify that \_\_\_\_\_ signed this before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public \_\_\_\_\_ S E A L State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_