



**BIRD CITY CENTURY II DEVELOPMENT FOUNDATION  
BUSINESS DEVELOPMENT SCHOLARSHIP APPLICATION**

The Bird City Business Development Scholarship is a scholarship program offered by the Bird City Century II Development Foundation to individuals wishing to expand their education, and live and work in Bird City. This scholarship is based upon financial need and a commitment to return to Bird City, fulfilling our goal to enhance the business community of Bird City.

**PERSONAL INFORMATION**

NAME IN FULL:

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LAST

FIRST

MIDDLE

ADDRESS WHERE MAIL WILL REACH YOU BEFORE AND AFTER YOUR  
SCHOLARSHIP:

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NUMBER AND STREET

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CITY/TOWN

STATE/ZIP

PHONE NUMBER:

E-MAIL:

MALE  FEMALE

DATE OF BIRTH:

COLLEGE I PLAN TO ATTEND:

PROPOSED MAJOR:

PROPOSED GRADUATION DATE:

**EDUCATIONAL HISTORY**

INSTITUTION NAME AND LOCATION	DATES ATTENDED	FIELD OF STUDY	DEGREE OR CERTIFICATE
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**EMPLOYMENT HISTORY**  
(LIST CURRENT OR MOST RECENT FIRST)

NAME OF EMPLOYER	JOB TITLE OR TYPE OF WORK	DATES WORKED(MO. AND YR.) FROM	TO
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Applicant must submit a letter of interest, with a completed application & resume stating:

- Your plans to use your education,
- Your background in the area of education you are pursuing,
- Why you want to go back, or are back in school,
- Goals (personally & professionally),
- How this scholarship will assist you in meeting the above goals,
- Family status (married/single/divorced, children)
- College you plan to attend (must be an accredited college, or other approved educational opportunity),
- Costs of attending college (tuition, books, housing, mileage, childcare, etc.),
- Financial need, and
- Commitment to return to Bird City to live & work.

A preliminary review of the applicants will be made to determine eligibility.

Eligible applicants will then be scheduled for a formal interview by the scholarship committee. After board review, successful applicants will be asked to sign a promissory contract.

The promissory contract will state that the scholarship recipient must live & work in Bird City for at least 3 years after certificate or degree completion. If the scholarship recipient does not fulfill the obligations of the contract, payback of the entire amount of the contract begins immediately and shall be paid in full within one (1) year.

After all obligations of the contract are fulfilled, the scholarship recipient may be subject to income tax on the scholarship amount.

Applications are accepted at any time throughout the year. Please allow 60 days for award notification.

**NON-NEGOTIABLE PROMISSORY NOTE**

\$ \_\_\_\_\_, \_\_\_\_\_ [Date] \_\_\_\_\_

FOR VALUE RECEIVED, \_\_[SCHOLARSHIP RECIPIENT’S NAME]\_, a resident of \_\_[City]\_\_, \_\_[State]\_\_ (“Maker”), promises to pay to The Bird City Century II Development Foundation, an affiliate of The Greater Northwest Kansas Community Foundation, a Kansas not for profit corporation (“Payee”), in lawful money of the United States of America, the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), together with interest in arrears on the unpaid principal balance at an annual rate equal to \_\_\_\_\_%, in the manner provided below. Interest shall be calculated on the basis of a year of 365 or 366 days, as applicable, and charged for the actual number of days elapsed.

This Note has been executed and delivered pursuant to and in accordance with the terms and conditions of the receiving a Bird City Business Development Scholarship, awarded \_\_\_\_\_, \_\_\_\_\_, to Maker by Payee (the “Scholarship”), and is subject to the terms and conditions of receiving the Scholarship, which are, by this reference, incorporated herein and made a part hereof. Capitalized terms used in this Note without definition shall have the respective meanings set forth in the Agreement.

1. Payments.

1.1 Principal and Interest. Unless the requirements of Section 2 have been fulfilled, the principal amount of this Note shall be due and payable in 12 equal consecutive monthly installments commencing on the first day of the month following the month the Maker fails to meet either the residency requirement or the employment location requirement, as outlined in Section 2 of this Note. Interest that accrued prior to the date of default on the principal balance of this Note (the “Accrued Interest”) shall also be due and payable in 12 equal monthly installments commencing on the first day of the month following an event of default, together with each payment of principal. Interest on the unpaid principal balance of this Note as well as on the Accrued Interest shall be due and payable monthly, together with each payment of principal.

1.2 Manner of Payment. All payments of principal and interest on this Note shall be made by check at 107 W. Bressler, P.O. Box 593, Bird City, KS 67731 or at such other place in the United States of America as Payee shall designate to Maker in writing. If any payment of principal or interest on this Note is due on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day, and such extension of time shall be taken into account in calculating the amount of interest payable under this Note. “Business Day” means any day other than a Saturday, Sunday or legal holiday in the State of Kansas.

1.3 Prepayment. Maker may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note, provided that each such prepayment is accompanied by accrued interest on the amount of principal prepaid calculated to the date of such prepayment. Any partial prepayments shall be applied to installments of principal in inverse order of their maturity.

2. Residency & Employment Location Requirements.

2.1 Residency. Pursuant to the terms of receipt of the Scholarship, Maker shall live in Bird City, Kansas, for a period of three (3) years. The three-year period shall commence within one year of the Maker completing the degree or certificate program for which the scholarship monies were received.

2.2 Employment Location. Pursuant to the terms of receipt the Scholarship, Maker shall be employed by a business or agency located in Bird City, Kansas, or shall perform the majority of work duties in Bird City, Kansas for a period of three (3) years. The three-year period shall commence within one year of the Maker completing the degree or certificate program for which the scholarship monies were received.

3. Defaults.

3.1 Events of Default. The occurrence of any one or more of the following events with respect to Maker shall constitute an event of default hereunder (“Event of Default”):

(a) If Maker shall fail to pay when due any payment of principal or interest on this Note and such failure continues for fifteen (15) days after Payee notifies Maker therein writing.

(b) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a “Bankruptcy Law”), Maker shall (i) commence a voluntary case or proceeding; (ii) consent to the entry of an order for relief against it in an involuntary case; (iii) consent to the appointment of a trustee, receiver, assignee, liquidator or similar official; (iv) make an assignment for the benefit of its creditors; or (v) admit in writing its inability to pay its debts as they become due.

(c) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Maker in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Maker or substantially all of Maker’s properties, or (iii) orders the liquidation of Maker, and in each case the order or decree is not dismissed within 120 days.

3.2 Notice by Maker. Maker shall notify Payee in writing within five days after the occurrence of any Event of Default of which Maker acquires knowledge.

3.3 Remedies. Upon the occurrence of an Event of Default hereunder (unless all Events of Default have been cured or waived by Payee), Payee may, at its option, (i) by written notice to Maker, declare the entire unpaid principal balance of this Note, together with all accrued interest thereon, immediately due and payable regardless of any prior forbearance, and (ii) exercise any and all rights and remedies available to it under applicable law, including, without limitation, the right to collect from Maker all sums due under this Note. Maker shall pay all reasonable costs and expenses incurred by or on behalf of Payee in connection with Payee’s exercise of any or all of its rights and remedies under this Note, including, without limitation, reasonable attorneys’ fees.

4. Miscellaneous.

4.1 Waiver. The rights and remedies of Payee under this Note shall be cumulative and not alternative. No waiver by Payee of any right or remedy under this Note shall be effective unless in a writing signed by Payee. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege and no single or partial exercise of any such right, power or privilege by Payee will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right of Payee arising out of this Note can be discharged by Payee, in whole or in part, by a waiver or renunciation of the claim or right unless in a writing, signed by Payee; (b) no waiver that may be given by Payee will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on Maker will be deemed to be a waiver of any obligation of Maker or of the right of Payee to take further action without notice or demand as provided in this Note. Maker hereby waives presentment, demand, protest and notice of dishonor and protest.

4.2 Notices. All notices required or permitted to be given under this Note must be given in writing, and will be deemed given when personally delivered or, if earlier, when received after mailing by U.S. registered or certified mail, postage prepaid, with return receipt requested. Notice to a Maker is valid if sent to him at such Stockholder's address as it appears on the Scholarship Application or to the address subsequently provided to Payee in writing.

4.3 Severability. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

4.4 Governing Law. This Note will be governed by the laws of the State of Kansas without regard to conflicts of laws principles.

4.5 Section Headings, Construction. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Note unless otherwise specified.

All words used in this Note will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "hereof" and "hereunder" and similar references refer to this Note in its entirety and not to any specific section or subsection hereof.

IN WITNESS WHEREOF, Maker has executed and delivered this Note as of the date first stated above.

[Scholarship Recipient's Name]

By: \_\_\_\_\_

### **GUARANTY**

\_\_\_\_\_[GUARANTOR'S NAME]\_\_\_\_\_ (“**Guarantor**”) hereby unconditionally and absolutely guaranties the due and punctual payment by \_\_[Scholarship Recipient's Name]\_ (“**Maker**”) to the Bird City Century II Development Foundation, an affiliate of The Greater Northwest Kansas Community Foundation (“**Payee**”) of all amounts payable under the terms of the foregoing Promissory Note (the “**Note**”).

Guarantor shall also be liable to Payee for all costs and expenses incurred by Payee in enforcing this Guaranty.

The obligations of the Guarantor under this Guaranty are independent of the obligations of the Maker under the Note (the “**Guaranteed Obligations**”) and a separate action or actions may be brought against the Guarantor to enforce this Guaranty, irrespective of whether any action is brought against Maker or whether Maker is joined in any such action.

The liability of Guarantor shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by Maker to Payee under the Note, but for the fact that they are unenforceable or not allowable due in either case to the existence of a bankruptcy, reorganization or similar proceeding involving Maker.

Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations or this Guaranty and any requirement that the Payee exhaust any right or take any action against Maker.

This Guaranty shall be binding upon Guarantor and his heirs and successors and shall inure to the benefit of Payee and its successors and assigns.

No failure on the part of the Payee to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Guarantor agrees that the time for payment of any Guaranteed Obligations may be extended, or any portion thereof may be from time to time extended or renewed, by agreement between the holder of the Note and Maker without notice to Guarantor and that after each such extension or renewal, the liabilities of Guarantor shall remain as if Guarantor had consented thereto.

Guarantor irrevocably agrees that any action or proceeding to enforce or arising out of this Guaranty may be commenced in the Cheyenne County District Court in the 15<sup>th</sup> Judicial District of Kansas, or in the District Court of the United States in Kansas, and Guarantor waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such Court shall be properly served and shall confer personal jurisdiction if served as provided by the laws of the State of Kansas or the United States. GUARANTOR, BY EXECUTION AND DELIVERY OF THIS GUARANTY, ACCEPTS FOR HIMSELF THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY.

## NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Bird City Century II Development Foundation, an affiliate of the Greater Northwest Kansas Community Foundation can collect this debt from you without first trying to collect from the borrower. The Bird City Century II Development Foundation, an affiliate of The Greater Northwest Kansas Community Foundation can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, the fact may become a part of your credit record.

Dated: \_\_\_\_\_, 20\_\_\_\_\_

[Guarantor's Name]

By: \_\_\_\_\_