



## Georgia National Guard Service Cancelable Loan

**BEFORE YOU APPLY PLEASE READ CAREFULLY**

### **New / Renewal Applicants**

Please complete the application and promissory note. Your signature on the promissory note will need to be notarized.

Do not forward any incomplete or partial forms to our office without processing through your Financial Aid Office and Education Department Head beforehand.

A student must file the application online or in the institution's financial aid office on or before the last day of the academic term (semester or quarter) or the student's withdrawal date, whichever occurs first, in order to be paid for that academic term. The last date of the academic term is the last day of classes or exams for the institution, which occurs later. Supplemental documentation required by the institution or the Commission to support or verify a student's application information may be submitted after the deadline without jeopardizing the student's eligibility.

# Georgia National Guard

## Service Cancelable Educational Loan Program 2009-2010 Academic Year Application

### **PROGRAM INFORMATION**

The Georgia National Guard Service Cancelable Loan Program is funded by the State Legislature and is administered by the Georgia Student Finance Authority. The program was created to provide financial assistance toward the cost of attendance at a Georgia public or private college or university or technical college located in the state. The program is for eligible members of the Georgia National Guard. The funds can be repaid through service cancelation.

### **AWARD AMOUNT**

Service Loans are available for the 2009-2010 academic year. Eligible students receive an amount for tuition to attend an eligible institution within the State of Georgia. A loan shall not exceed an amount equal to the actual tuition charged to the recipient for the period of enrollment in an educational institution or the tuition charged by the University of Georgia for the period of enrollment at the university, whichever is less. The maximum a student can receive per semester for 2009-2010 is \$2,248 and per quarter is \$1,434.

### **ELIGIBILITY REQUIREMENTS**

To be eligible for a Georgia National Guard Service Cancelable Loan, you must:

1. Be a legal resident of Georgia;
2. Maintain good military standing as an eligible member of the Georgia National Guard;
3. Be enrolled as at least a half-time student in a matriculated status seeking an undergraduate degree;
4. Have not received a baccalaureate degree;
5. Not owe a refund on any Title IV program;
6. Be attending an eligible college, university, or technical college within the State of Georgia;
7. Maintain satisfactory academic progress as required by Title IV;
8. Not be in default on a Title IV or State of Georgia educational loan;
9. Be enrolled at least halftime as determined by the institution;
10. Not be receiving loan assistance for more than five academic years of study; and
11. Not be an audit or transient student.

### **LOAN FORGIVENESS**

Upon satisfactory completion of a semester, or other period of study as determined, while maintaining a "C" in all coursework completed, the loan shall be canceled in consideration of the student's retaining membership in the Georgia National Guard during the period in which the loan is applicable. Should the borrower fall below half-time enrollment status or otherwise become no longer eligible, the loan will become repayable in cash with interest, and the borrower will not be given a grace period.

### **INTEREST RATE**

The interest rate is 8%.

### **FURTHER INFORMATION**

If you need additional information, please call the Georgia Student Finance Authority toll-free at 1-800-776-GSFC (4732) or in metro Atlanta at (770) 724-9000.



# Georgia National Guard

## Service Cancelable Educational Loan Program

### 2009-2010 Academic Year Application

*Georgia Student Finance Authority • 2082 East Exchange Place, Suite 100 • Tucker, Georgia 30084*



#### PART A: To be completed by Applicant.

#### Instructions to Applicant:

1. Use black or blue ink only.
2. Complete Items 1-14 below. **Be sure to read and complete the accompanying Promissory Note. The Promissory Note must be signed in the presence of a notary.**
3. Submit this application and the Promissory Note to the Financial Aid Office at the institution at which you have been accepted.

<b>Georgia National Guard Membership (check &amp; complete one)</b> <input type="checkbox"/> Army National Guard, Unit:		or <input type="checkbox"/> Air National Guard, Unit:	
1. Last Name, First Name, Middle Initial		2. Social Security Number	3. Birthday (Month, Day, Year)
4. Permanent Home Address: City, State, Zip (must be a street address. P. O. Box not accepted)			
5. State of Residence:		6. County of Residence	
7. Area Code & Phone Number (Home)  (Cell)	8. E-mail Address		9. Citizenship Status (check one) <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident Alien <input type="checkbox"/> Other
10. List two (2) references who do not live at your Permanent Home Address. The references should be relatives who will know how to contact you.			
A. _____			
Name	Street Address	City	State      Zip      Area Code & Phone Number
B. _____			
Name	Street Address	City	State      Zip      Area Code & Phone Number
11. Do you have a Baccalaureate Degree? <input type="checkbox"/> Yes <input type="checkbox"/> No		12. Degree working toward	

#### Student Certification and Authorization

I hereby certify to the Georgia Student Finance Authority (GSFA) and the Georgia National Guard Service Cancelable Loan Program that: (a) I have carefully read the information in this application and the Promissory Note; (b) I understand that I have a legal obligation to repay the loan by service or, if applicable, to repay in cash with interest; (c) the information reported on this application and on any other document or writing furnished in connection with this application for a Georgia National Guard Service Cancelable Loan is or will be true, correct, and complete to the best of my knowledge; (d) I authorize release and exchange of information between GSFA and the Georgia National Guard Service Cancelable Loan Program and educational institutions, and State and Federal agencies from which student financial assistance is sought or obtained by me, and agree that such information exchanged may include financial, enrollment, academic status, and location information necessary to assure proper administration of student aid programs by State, Federal, and institutional program administrators; (e) I meet Selective Service requirements; (f) I am not obligated to pay a refund on any grant or scholarship previously received under any State of Georgia or Federal program for attendance at any postsecondary educational institution; and (g) I am not in default on any loan and do not owe a balance on a previously defaulted student loan obtained under any State of Georgia or Federal program for attendance at any postsecondary educational institution.

13. \_\_\_\_\_  
Student Signature

14. \_\_\_\_\_  
Date Signed (Month, Day, Year)



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# Georgia National Guard Service Cancelable Educational Loan Program



## 2009-2010 Academic Year Promissory Note



<b>LENDER:</b> Georgia Student Finance Authority 2082 East Exchange Place, Suite 100 Tucker, Georgia 30084	<b>BORROWER:</b> <i>(Print your Name and Permanent Street Address, including the County. No Post Office Boxes, please.)</i>
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**FOR VALUE RECEIVED**, the undersigned Georgia National Guard Service Cancelable Educational Loan borrower (“Borrower”) unconditionally promises to pay to the order of the Georgia Student Finance Authority, its successors and assigns (“GSFA”), at the address shown above or at such other place as may be designated by GSFA, the principal sum not to exceed two thousand, two hundred and forty eight dollars and no cents (\$2,248.00) in lawful money of the United States, or so much as may be advanced hereunder for the loan period \_\_\_\_\_, together with interest cost computed at the simple interest rate described below on the outstanding principal, and in accordance with the payment schedules discussed below.

This Promissory Note (“Note”) evidences a service or cash repayment obligation arising from and in consideration of the disbursement of a Georgia National Guard Service Cancelable Educational Loan (“Loan”) from GSFA to Borrower. The Georgia National Guard Service Cancelable Educational Loan Program (“Program”) is governed by the **GEORGIA NATIONAL GUARD SERVICE CANCELABLE EDUCATIONAL LOAN PROGRAM REGULATIONS** adopted by GSFA (“Regulations”) and the terms and conditions of any and all notices of awards, or notice of replacement of awards to be issued to Borrower (“Notices”). The Regulations and Notices are incorporated herein by this reference. Copies of the Regulations may be obtained by contacting GSFA at the address above.

### A. ELIGIBILITY FOR LOAN:

- 1. LOAN ELIGIBILITY REQUIREMENTS:** By executing this Promissory Note, Borrower herein represents and covenants that Borrower is now and shall remain for as long as Borrower receives the Loan:
  - (a) A resident of Georgia; and
  - (b) An active member of the Georgia National Guard; and
  - (c) Enrolled at the undergraduate level in an approved private or public college or university or public post-secondary technical college located in the State of Georgia; and
  - (d) A full-time student or half-time student; and
  - (e) Ineligible to receive Georgia’s HOPE Scholarship.
- 2. ADJUTANT GENERAL CERTIFICATION OF ELIGIBILITY:** Borrower shall cause the adjutant general of Georgia (or designee) to certify Borrower’s eligibility for educational loans. Borrower shall request that the adjutant general (or designee) certify Borrower’s termination of eligibility and eligibility for cancellation of the Loan.
- 3. ELIGIBILITY TERM:** Notwithstanding Borrower’s ability to meet the Eligibility Requirements listed above, Borrower shall not be eligible to receive the Loan for more than five (5) academic years of study.
- 4. LOAN DISCONTINUANCE:** The Loan provided for herein shall be discontinued upon Borrower’s:
  - (a) Attainment of a baccalaureate degree; or
  - (b) Cessation of status as an active member of the Georgia National Guard.
- 5. LOAN SUSPENSION:** The Loan may be suspended, at the discretion of GSFA, if:
  - (a) Borrower fails to maintain good military status as an active member of the Georgia National Guard; or
  - (b) Borrower fails to maintain sufficient academic standing and good academic progress and program pursuit.

### B. LOAN REPAYMENT:

 The Loan shall be repayable:

1. In cash, at the interest rate specified herein, at the option of Borrower or pursuant to (C)(1) of the Note; or
  2. Upon satisfactory completion of a quarter, semester, year or other period of study as determined by GSFA, graduation, termination of enrollment in school; or termination of this assistance with approval of GSFA, shall be canceled in consideration of Borrower’s retaining membership in the Georgia National Guard during the period in which the Loan is applicable.
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**C. CASH REPAYMENT:**

1. **CASH REPAYMENT STATUS:** GSFA shall deem Borrower to be in default of this Note, and shall convert Borrower to Cash Repayment Status if GSFA determines that Borrower is not in compliance with the Loan Eligibility Requirements.
2. **CASH REPAYMENT OPTIONS:** Upon designation by GSFA that Borrower is in Cash Repayment Status, Borrower shall have the option to either:
  - (a) Repay in full the amount of the Loan received plus accrued interest; or
  - (b) Begin making monthly payments of the payment amount shown in cash in the Cash Repayment Schedule as defined in Paragraph Four.
3. **INTEREST RATE: The interest rate shall be fixed at Eight Percent (8%), simple interest.**
4. **CASH REPAYMENT SCHEDULE:** Within a reasonable time after it has been determined that Borrower is in Cash Repayment Status, GSFA will provide Borrower with a Cash Repayment Schedule. The Cash Repayment Schedule will specify the principal amount to be repaid, the interest rate, the total interest due, the number of months over which the loan will be paid, and the monthly payment. **The minimum monthly payment will be FIFTY DOLLARS AND NO CENTS (\$50.00).**
5. **MONTHLY WAIVERS, CONSENTS ON THE CASH REPAYMENT SCHEDULE AND COVENANTS:** Borrower hereby waives demand, presentment, dishonor, protest, and notice of dishonor or protest. Borrower is and shall be obligated to pay principal, interest, and any and all other amounts which become payable hereunder (including reasonable attorney's fees and all other costs for collection) or under any other documents or instruments executed in connection herewith absolutely and unconditionally and without any abatement, postponement, diminution, or deduction and without any reduction for counterclaim or setoff.

**D. DEFAULT OF SERVICE AND CASH REPAYMENT:**

1. **EVENTS OF DEFAULT:** In addition to the default of the Loan Eligibility Requirements, the following are events of default hereunder: (a) the failure to pay or perform any obligation, liability or indebtedness of Borrower to GSFA, or any affiliate or subsidiary of GSFA, whether under this Note or any other instrument, when due (whether upon demand, at maturity, or by acceleration); (b) the determination by GSFA that any representation or warranty made to GSFA by Borrower, is untrue or misleading; (c) the seizure or forfeiture of, or the issuance of any writ against Borrower which GSFA, in its sole discretion, deems to be of a material nature; (d) the determination by GSFA that it is insecure for any reason; (e) the determination by GSFA that a material adverse change has occurred in the financial condition of Borrower.
2. **REMEDIES UPON DEFAULT OF CASH REPAYMENT:** Whenever there is an event of default under this Note; the entire balance outstanding hereunder and all other obligations of Borrower (however acquired or evidenced) shall, at the option of GSFA, become immediately due and payable and any obligation of GSFA to permit further borrowing under this Note shall immediately cease and terminate. Additionally, GSFA shall have all rights and remedies available at law and equity.

**E. APPEAL OF GSFA DECISION:** Determination made by GSFA regarding Borrower's compliance with any provision of this Note or the Regulations, may be appealed by Borrower by giving notice in writing to GSFA of Borrower's objection to the determination and requesting reconsideration. Any such notice shall specify: (1) GSFA's determination that is being appealed by Borrower; and (2) reasons Borrower believes the determination to be contrary to the provisions of this Note or the Regulations; and (3) must be received by GSFA within thirty (30) days from the date of receipt by Borrower of the determination being appealed. GSFA shall attempt to notify Borrower in writing within sixty (60) days from the receipt of the request of GSFA's decision on the appeal. The determination of GSFA on any appeal shall be final, binding, and conclusive.

**F. LIMITATION ON TERM:** In no event shall Borrower's obligation to repay this Note extend beyond five (5) years from the date of Borrower's completion or termination of the Program. This limitation applies whether Borrower has or has not finished the Program or is satisfying Borrower's obligation hereunder through cash repayment.

**G. ANNUAL GEORGIA NATIONAL GUARD SERVICE CANCELABLE LOAN PROGRAM ELIGIBILITY:** To maintain eligibility for annual receipt of the Loan, Borrower must certify that Borrower is in compliance with the Loan Eligibility requirements each quarter or semester by completing and submitting a "Certificate of Eligibility" form which shall be accompanied by the adjutant general certification specified in Section 2 of this Note to the Georgia National Guard Unit Commander, and the Unit Commander must forward a list to GSFA at the end of each quarter or semester.

**H. MISCELLANEOUS PROVISIONS:**

1. **DEFINITIONS.** All terms not herein defined shall assume the definitions contained in the Regulations.
  2. **NON-WAIVER.** The failure at any time of GSFA to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of GSFA shall be cumulative and may be pursued singly, successively or together, at the option of GSFA. The
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acceptance by GSFA of any partial payment shall not constitute a waiver of any default or of any of GSFA's rights under this Note. No waiver of any of its rights hereunder, and no modification or amendment of this Note, shall be deemed to be made by GSFA unless the same shall be in writing, duly signed on behalf of GSFA; each such waiver shall apply only with respect to the specific instances involved, and shall in no way impair the rights of GSFA's or Borrower's obligations to GSFA in any other respect at any other time.

3. **APPLICABLE LAW, VENUE AND JURISDICTION.** This Note and the rights and obligations of Borrower and GSFA shall be governed by and interpreted in accordance with the laws of the State of Georgia. In any litigation in connection with or to enforce this Note, Borrower consents to and confers personal jurisdiction on the courts of the State of Georgia or of the United States located within the State of Georgia and expressly waives any objections to Fulton County being the exclusive venue for enforcement of this Note. Nothing contained herein shall, however, prevent GSFA from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available under applicable law.
4. **PARTIAL INVALIDITY.** The unenforceability or invalidity of any other provision herein and the invalidity or unenforceability of any provision of this Note to any person or circumstance shall not affect the enforceability or validity of any other provision or of such provision as it may apply to other persons or circumstances.
5. **BINDING EFFECT.** This Note shall be binding upon and inure to the benefit of Borrower, and GSFA and their respective successors, assigns, heirs and personal representatives, provided, however, that no obligations of Borrower hereunder can be assigned without prior written consent of GSFA.
6. **CONTROLLING DOCUMENT.** To the extent that this Note conflicts with the Regulations or any other document or is in any way incompatible with the Regulations, the Note will control.
7. **CHANGES, MODIFICATIONS, TERMINATIONS.** This Note may not be changed, modified, or terminated, nor may any provision of this Note be waived except by an agreement in writing signed by the parties. No delay or omission by GSFA in exercising any of GSFA's rights shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or waiver of any right or remedy on any future occasion.
8. **NOTICES.** Borrower shall notify GSFA immediately of any change in Borrower's name, address, telephone number, school of attendance, enrollment status, and employment status. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and hand delivered or mailed by first class mail to each party at the addresses set forth above. Any such notice, request, demand, or other communication shall be considered given or delivered on the date of receipt by the party or his/her agent or employee. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice hereof, any party may from time to time and at any time change its address for notices hereunder.

**THIS WRITTEN PROMISSORY NOTE REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**I HEREBY COVENANT THAT I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND FURTHER COVENANT TO USE ANY AND ALL LOAN FUNDS AWARDED TO ME FOR MY EDUCATIONAL-RELATED EXPENSES ONLY. I UNDERSTAND FAILURE TO DO SO WILL RESULT IN FORFEITURE OF MY GEORGIA NATIONAL GUARD SERVICE CANCELABLE EDUCATIONAL LOAN. READ, SIGNED, SEALED, AND DELIVERED BY BORROWER WHO ACKNOWLEDGES AND AGREES TO THE TERMS OF THIS PROMISSORY NOTE.**

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Borrower's Social Security Number

\_\_\_\_\_  
Date

Subscribed and sworn to me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public \_\_\_\_\_ (SEAL)

Notary Commission expires \_\_\_\_\_, \_\_\_\_\_