**Mille Lacs Band of Ojibwe-Energy/Emergency Services Office**

Telephone: 320-532-7880 ext:223 After Hours: 320-630-2432 Fax:320-532-7546

**Loan Application**

**2019**

Maximum Loan Amount not to exceed $750.00

*TRIBAL ID IS REQUIRED PLEASE PRINT CLEARLY*

Applicants Full Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Maiden Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Birth Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Band ID: \_\_\_\_\_\_\_\_\_\_\_\_Social Security: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Other Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**What emergency assistance are you applying for?** *Must provide:*

\_\_\_Medical Emergency \_\_\_Electric \_\_Eviction Pre-medical verification \_\_\_\_\_\_

***\_\_\_Funeral Emergency \_\_\_Heat \_\_Other*** Post-medical verification\_\_\_\_\_\_

Please, explain your need for this EMERGENCY Loan: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In signing below, I swear the information above is correct, and agree to pay back this loan in full, in the time allowed, and not to misuse this assistance. I further understand misuse is punishable under Band Statutes: *Band Members who falsify information in this application or purchase unauthorized merchandise will be ineligible for emergency services* *for* **ONE** *calendar year from the date of this application.*

 ***Payback Amount*:** \_\_\_\_\_\_\_\_\_\_\_\_\_

 \*Until my account is at Zero, I agree to

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ the following monthly deduction from

\*Applicants signature Date: PER CAP: \_\_\_\_\_\_\_\_\_ PAYROLL: \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_

**Office Use Only:**  Guaranteed Payment Current Bal: \_\_\_\_\_\_\_\_\_\_\_\_\_

 PB:\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **\*\*\*REQ#**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Office Use Only:**  Guaranteed Payment Current Bal: \_\_\_\_\_\_\_\_\_\_\_\_\_

 PB: \_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **\*\*\*REQ#**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Loan Repayment Method**

 **Repayment Schedule**

Loans of $100.00 or less = Repayment in one month

Loans over $100.00 to $300.00 = $100.00 per month

Loans over $300.00 to $450.00 = $125.00 per month

Loans over $450.00 to $600.00 = $150.00 per month

Loans over $600.00 to $750.00 = $175.00 per Month

Do you receive a Mille Lacs Band Per Cap (bonus) payment? Yes \_\_\_\_ No \_\_\_\_

Are you employed? Yes \_\_\_\_ No \_\_\_\_

Please check the timeline you receive your Per Cap, and if you wish to *also* do a payroll deduction.

\_\_\_\_ Mille Lacs Band Per Cap Deduction.

\_\_\_\_ Monthly \_\_\_\_Tri-Monthly

\_\_\_\_ Bi-Monthly \_\_\_\_Quarterly

\_\_\_\_ Mille Lacs Band employee payroll deduction.

Band department you work for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I am paid weekly \_\_\_\_

Bi-weekly \_\_\_\_

Monthly \_\_\_\_

***Complete our payroll deduction authorization form*:**

Mail my check \_\_\_\_.

I will pick up my check from the Office of management and budget\_\_\_\_.

I approve the above payment method for my loan.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Signature Date

**Mille Lacs Band of Ojibwe – Emergency Services Office**

16745 Shaw-bosh-kung Drive Onamia, MN 56359

Telephone: 320-532-7880 ext:223 Fax: 320-532-7546

**Release of Information Authorization**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip: \_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned herby knowingly and voluntarily authorizes the Mille Lacs Band of Ojibwe, Emergency Services Office permission to:

1. Obtain and disclose information necessary to determine eligibility for services from or through the Mille Lacs Band of Ojibwe Emergency Assistance.
2. Obtain and disclose information regarding income verification and other information necessary to determine regarding eligibility for services from or through the Mille Lacs band of Ojibwe Emergency Services Office.
3. Obtain and disclose information to third parties when necessary to satisfy alternate resource requirements.

I further authorize persons or entities, which possess or maintain information about me, to disclose that information to the Mille Lacs Band of Ojibwe Emergency Services Office for the purpose outlined above.

A copy of this authorization shall have the same force, effect, and validity as the original. This authorization and release shall de valid from the date below up to one year.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Applicant Signature Date

**Mille Lacs Band of Ojibwe**

**Health & Human Services Department**

**Emergency Services**

**Promissory Note**

1. **Parties.** The parties to this agreement are the Mille Lacs Band of Ojibwe Indians, Health & Human Services Department, Emergency Assistance Program, 16754 Shaw-bosh-kung Drive, Onamia, Minnesota 56359 (“Lender”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Borrower”)

1. **Amount and repayment terms**. In consideration of lender loaning borrower, the amount of

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** ($ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

Borrower promises to repay this principal amount together with 0% simple interest theron. Borrower will repay this principal in \_\_\_\_\_ installments of $ \_\_\_\_\_ due every Circle one: Month, Bi-Month, Tri-Month, Quarterly, with the last payment being in the amount of \_\_\_\_\_, or as allocated by per capita garnishments guidelines.

1. **Default**. Borrower will be in default if borrower fails to make a payment on time or in amount due, fails to keep any other promise under promise under this Note, goes into bankruptcy (voluntarily or involuntarily), or dies. If borrower is in default, lender may, in it’s sole discretion, demand immediate payment in full of this Note, set off this debt against any sums owed to borrower by lender, or make use of any other remedy available under law. Lender’s refusal to take any of these actions shall not be deemed an acceptance of Borrowers default and shall not prevent lender from taking any such authorized action at a later date.
2. **Termination of employment**. Termination of Borrowers employment for any reason shall not relieve Borrower of the obligation to pay this Note in full according to it’s terms.
3. **Modifications**. This Note contains the entire agreement between the lender and the borrower, and may not be changed or modified except through written document signed by both parties.
4. **Disputes**. Any disputes or enforcement actions, which arise under this Note, shall be goverened by the laws of the Mille Lacs Band of Ojibwe Indians and shall be heard in the Court of Central Jurisdiction for the Mille Lacs Band. Any term of this Note that is contrary to the law shall not be effective. In the event that any term of this Note is found to be ineffective, that term shall be served and shall not affect the remainder of the Note.
5. **Sovereign Immunity**. No provision of this Note shall constitute a waiver of lenders sovereign immunity.
6. **Payroll deduction (if applicable)**. By signing this Note, Borrower hereby grants permission to Borrowers employer to deduct from Borrowers wages the amount of $ \_\_\_\_\_\_\_\_per pay period to be applied towards payment of this Note. Borrower understands that this payroll deduction is not revocable until this Note has been paid in full. If Borrower changes employment, Borrower must notify lender of the name and address of the new employer upon change of employment. It is the Borrowers responsibility to: (1) set up a voluntary payroll deduction with new employer under the terms required by this Note, (2) ensure that payments due under this Note are paid, regardless of any break in the regularity of paychecks, and (3) if the Borrowers new employer is on a different pay schedule than the Borrowers current employer, make arrangements with Lender to modify the payment terms of this Note accordingly.
7. **Assignment of Funds**. In the event Borrower goes into default or ceases to be employed (without providing proof of continuous employment and proof of initiation of a continuous volunteer payroll deduction), Borrower hereby voluntarily assigns to Lender all rights, title, and interest in any and all monies owed by Lender to Borrower, including, but not limited to, all unpaid wages and/ or salary, all vacation, annual, or sick leave payout, and any and all per capita payments of any description. Borrower hereby gives Lender permission to withhold such sums and apply such sums to any amount due owing under this note.
8. **Disability.** In the event the Borrower is disabled and is placed on disability leave from Borrowers employment, the following provisions will apply.
9. if the disability leave is for six (6) workweeks or less, the payments required to be made during those weeks shall be deferred until the end of the loan term, and shall extend the final payment date accordingly.
10. If the disability leave is for more than six (6) workweeks, the Borrower shall be responsible for contacting the Lender to arrange for an alternative payment loan; Lender shall not unreasonably refuse to agree to an alternative payment plan; however, nothing contained in this paragraph shall be construed as an obligation to abate or forgive any amount due under this Note.

*This is a legal document and obligates the Borrower to do or refrain from doing certain things. By signing, Borrower indicated that he or she has read the agreement and understands and agrees with it’s contents. If you have any questions about the legal effect of this Note, you are advised to seek the advice of an attorney.*

Borrower must indicate acknowledgement and acceptance of the following statements by initialing each paragraph below:

\_\_\_\_\_I understand that if I default on this loan, if I quit my job, or if I am fired, the band may take up to 100% of any paychecks, reimbursement checks or vacation payout checks not yet received by me without first going to court.

\_\_\_\_\_I understand that if I default on this loan, if I quit my job, or if I am fired, the band may take up to 100% of any bonus or per capita payments given by the band without first going to court.

\_\_\_\_\_I understand that if I change employment, it is my responsibility to notify the Lender. If I do not notify the Lender I will be in default.

\_\_\_\_\_I have received a copy of the Mille Lacs Band of Ojibwe, Health & Human Services, Emergency Assistance Loan Policies.

*Dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ , 2019 at the Mille Lacs Band of Ojibwe, Emergency Assistance Office Onamia, MN 56359.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Services Staff Member Borrower

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Social Security #

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tribal ID #