

Loan Repayment Method

Required Loan Repayment Schedule: \$100.00 a month

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

Please check below only the month you receive your Per Cap

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 Every 2 Weeks Monthly

Complete our Payroll Deduction Authorization Form

If any checks are made out directly to you, which do you prefer?

Mail my check I will pick up my check from the Emergency Services Office

I approve the above payment method for my loan.

Applicant's Signature

Date

Based on the payment method selected above, your payments will be:

Amount Borrowed \$ _____

Months to Repay _____

Equals _____ @ \$ _____ per _____ or \$ _____ per pay period

_____ @ \$ _____ per _____

Mille Lacs Band of Ojibwe - Emergency Services Office

43500 Migizi Drive, Onamia, MN 56359
Telephone: 320-532-7880 Fax: 320-532-7546

Release of Information Authorization

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ Social Security #: _____

The undersigned hereby 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 resources 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 be 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, 43500 Migizi Drive, Onamia, Minnesota 56359 ("Lender") and _____, whose address is _____ ("Borrower").
2. **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 thereon. Borrower will repay this principal in _____ installments of \$ _____ or as allocated by per capita garnishment guidelines. Installments will be due every **CIRCLE ONE:** MONTH, BI-MONTH, TRI-MONTH, and QUARTERLY. PLUS \$ _____, **CIRCLE ONE:** MONTH, BI-MONTH, TRI-MONTH, and QUARTERLY.
3. **Default.** Borrower will be in default if Borrower fails to make a payment on time or in the amount due, fails to keep any other promise under this Note, goes into bankruptcy (whether voluntarily or involuntarily), or dies. If Borrower is in default, Lender may, in its 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 Borrower's default and shall not prevent Lender from taking any such authorized action at a later date.
4. **Termination of Employment.** Termination of Borrower's employment for any reason shall not relieve Borrower of the obligation to pay this Note in full according to its terms.
5. **Modifications.** This Note contains the entire agreement between the Lender and the Borrower, and may not be changed or modified except through a written document signed by both parties.
6. **Disputes.** Any disputes or enforcement actions, which arise under this Note, shall be governed 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 law shall not be effective. In the event that any term of this Note is found to be ineffective, that term shall be severed and shall not affect the remainder of the Note.
7. **Sovereign Immunity.** No provision of this Note shall constitute a waiver of Lender's sovereign immunity.
8. **Payroll Deduction (if applicable).** By signing this Note, Borrower hereby grants permission to Borrower's employer to deduct from Borrower's 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 Borrower's responsibility: (1) to set up a voluntary payroll deduction with Borrower's new employer under the terms required by this Note, (2) to ensure that payments due under this Note are paid, regardless of any break in the regularity of paychecks, and (3) if the Borrower's new employer is on a different pay schedule than the Borrower's current employer, make arrangements with Lender to modify the payment terms of this Note accordingly.
9. **Assignment of Funds.** In the event Borrower goes into default or ceases to be employed (without providing proof of contiguous employment and proof of initiation of a contiguous voluntary 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 and owing under this Note.

10. **Disability.** In the event the Borrower is disabled and is placed on disability leave from Borrower's employment, the following provisions shall apply:
- a. 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.
 - b. If the disability leave is for more than six workweeks, the Borrower shall be responsible for contacting the Lender to arrange for an alternative payment plan. 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 its 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 payment given by the Band without first going to court.

_____ I understand that if I change employment, it is my responsibility to notify Lender. If I do not notify 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 _____, 2015 at the Mille Lacs Band of Ojibwe, Emergency Assistance Office, Onamia Minnesota 56359.

Emergency Services Staff Member

Borrower

Address

Social Security #

Tribal ID #