

TULALIP TRIBAL MEMBERSHIP LOAN PROGRAM

**DISTRIBUTION DEDUCTION POLICY/LIMIT WAIVER**

*POLICY REFERENCE: RESOLUTION 2018-274*



COMPLETE FORM AND PRESENT TO THE CASHIER'S WINDOW AT THE ADMIN. BUILDING  
*RETAIN A COPY FOR YOUR RECORDS*

TRIBAL MEMBER NAME

TRIBAL ENROLLMENT NUMBER

T-

**TRIBAL MEMBER POLICY WAIVER:** I request that the Tulalip Tribes Finance Department waive my rights to that portion of the Tribal Member Distribution Deductions Policy that limits the amount of my available Tribal Member Distribution that I can pledge to qualify and repay Tribal Membership Loans ("50% Rule"). **I understand that this a voluntary waiver of Tribal Member Distribution Deductions limits provided to me by the above referenced policy and that this waiver applies to all membership and HERAP loans that I have with the Tribes.**

Time stamped – *This form must be time stamped by the Finance Cashier Window* located on the first floor in the Tribal Government Administration Building.

I acknowledge I am the person authorized to sign this form and that I authorize the waiver of the "50% Rule" identified in the above referenced policy.

DATE	TRIBAL MEMBER SIGNATURE
DATE	TRIBAL MEMBER PRINT NAME

**POWER OF ATTORNEY USE IS NOT AUTHORIZED AND WILL NOT BE ACCEPTED TO SECURE MEMBERSHIP LOANS OR AUTHORIZE POLICY WAIVERS.**



Date Application Received: \_\_\_\_\_

# Membership Emergency Loan Application

Name: \_\_\_\_\_ T# \_\_\_\_\_ DOB \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone # \_\_\_\_\_ Message # \_\_\_\_\_ E-Mail \_\_\_\_\_

**THIRD PARTY DOCUMENTATION REQUIRED FOR ALL EMERGENCY LOANS**

Natural Disaster \_\_\_\_\_ Amount \$ \_\_\_\_\_

1. Official third party documentation \_\_\_\_\_

Loss of an Immediate Family Member (up to \$1000.00)  
(Parent, Sibling, Spouse, Child)

1. Official third party documentation \_\_\_\_\_

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Once per 12-month period

Essential utility shut off **PAYABLE TO:** \_\_\_\_\_

- 1. Disconnection notice must reflect Applicant Name
- 2. Completed W-9 Form if not Snohomish PUD or City of Marysville

Eviction Notice **PAYABLE TO:** \_\_\_\_\_

- 1. Eviction notice
- 2. Copy of Lease Agreement
- 3. Completed W-9 Form

**REPAYMENT Option**

\$ \_\_\_\_\_ Monthly Per Capita

\$ \_\_\_\_\_ Monthly Senior Per Capita

\$ \_\_\_\_\_ Bi-Monthly Elder Support

\$ \_\_\_\_\_ Bi-Monthly Disability

\$ \_\_\_\_\_ Bi-Weekly Payroll deduction *Check:* TTT TGO QCV

**FINANCE ONLY**

ELIGIBILITY REVIEW

Monthly Distribution available amount  
\$ \_\_\_\_\_

Loan Balance \$ \_\_\_\_\_

Last Emergency Loan:  
Utility \_\_\_\_/\_\_\_\_/\_\_\_\_  
Eviction \_\_\_\_/\_\_\_\_/\_\_\_\_

Approved  Disapproved

Issued within two business days

Emergency Loan amount \$ \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor ID: \_\_\_\_\_  New

Reviewed by: \_\_\_\_\_

2<sup>nd</sup> Review by: \_\_\_\_\_

Entered by: \_\_\_\_\_

The Tulalip Membership Loan Policy includes a 9% interest per annum on all loans, the minimum required monthly payment per the policy applies to Emergency Loans. By signing this application I attest the information I have provided is true and agree to the terms of the Membership Loan Policy. I acknowledge this loan will be combined with any current loan and the pre-determined payment schedule for a single loan payment.

Color copy of Tribal ID attached

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**POWER OF ATTORNEY WILL NOT BE ACCEPTED**

**TRIBAL MEMBERSHIP DISTRIBUTION LOAN PROGRAM**

**Tulalip Tribes**

**PROMISSORY NOTE**

**Principal Amount:** \_\_\_\_\_ **Interest Rate: Nine Percent (9%)** **Note Date:** \_\_\_\_\_

**INTRODUCTION**

**For value received,** I \_\_\_\_\_ also known as Tulalip Tribal Member T- \_\_\_\_\_ (“Borrower”), located at \_\_\_\_\_ (provide physical and mailing address, if different) promises to pay to the Tulalip Tribes of Washington (“Holder”) located at 6406 Marine Drive, Tulalip, WA 98271, the sum of \_\_\_\_\_ (\$) (“Loan Amount”) from the date hereon for a loan term of twenty-two months (22 months), with simple interest thereon at the rate of Nine Percent (9%) until the loan principal, interest and any applicable fees identified in the note are paid in full.

**SECURITY**

- I acknowledge that this note is secured by my monthly Tribal Membership Distribution (see Payments). I hereby pledge my distribution to secure the debt owed by me to the Holder under this Promissory Note, which Holder may execute without further notice to me in the event of my default (\_\_\_\_\_ Borrower Initial).
- I acknowledge that along with this note I am executing a Financing Statement pledging the security interest in the my Tribal Membership Distribution defined above and that the Financing Statement will be recorded at the Tulalip Tribes Court until the debt associated with the promissory note is paid in full. (\_\_\_\_\_ Borrower Initial)

**PAYMENTS**

I acknowledge a minimum monthly payment of \$\_\_\_\_\_ per month which I authorize to be deducted monthly from my Tribal Membership Distribution. I also acknowledge that I may elect to pay more than the minimum monthly payment required by this note without prepayment penalty and that any payment overages will be applied in the following priority: interest due at the time of payment, applicable fees identified in this promissory note (i.e.: late / legal), and then principal reduction until the loan is paid in full.

**(CHOOSE ONE: SELECT ONE OF TWO OPTIONS PAYMENT OPTIONS - TRIBAL MEMBER DEDUCTION OR PAYROLL DEDUCTION). Check and initial at end of option selected.**

**TRIBAL MEMBERSHIP DEDUCTION:** I authorize the Finance Department of the Tulalip government to deduct \$\_\_\_\_\_ per month from my \_\_\_\_\_ Tribal Membership Distribution account (INSERT ONE: Per Capita / Senior Support / Elder Support or Disability Support) until the loan is paid in full.

I understand the requested monthly deduction will continue even in the event that my Tribal Membership Distribution status changes (i.e.: from “Disability Support” to “Senior Support” ) until the balance of my loan is paid in full. I understand that at any time, with 30 days’ notice to Finance but no more than two times per year, I can amend the amount of my Per Capita deductions as long as it does not go below \$\_\_\_\_\_ per month and the loan is paid in full within twenty-two months (22) from initial disbursement. (\_\_\_\_\_, **Borrower Initials, this is deduction option is selected**).

**PAYROLL DEDUCTIONS:** I authorize the following payroll deduction: \$\_\_\_\_\_ per month until the loan is paid in full. I understand and authorize Finance, in the event of employment separation, to automatically deduct the monthly payments due on this note from my Tribal Member Distribution until the loan is paid in full. (\_\_\_\_\_, **Borrower Initials, this is deduction option is selected**).

Borrower to indicate employer by checking applicable entity below:

- Tulalip Tribes Government
- Tulalip Gaming Organization
- Quil Ceda Village
- Pharmacy
- Salish Networks

I acknowledge that payments on this note are due on the 1st day of each month, with the first payment due the second month from the date of loan disbursement.

I acknowledge that it is my responsibility to confirm that the correct monthly payments are being deducted from my Tribal Membership Distribution (or payroll, as applicable) and applied to my loan balance each month. I will notify the Finance Department immediately, no more than three business days upon discovery, if payments are not correctly deducted as instructed in this promissory note and any other related loan documentation.

I understand that this note is due upon my death, or can be assumed by my surviving tribal spouse, and obligate my estate to the repayment of this debt prior to any distributions to heirs (\_\_\_\_\_ **Borrower Initials**).

## **INTEREST**

The interest rate of this note hereunder shall be a rate of nine percent (9%) simple interest, calculated from the loan funding date through loan payoff.

## **DEFAULT**

- 1) If any installment is not paid, when the installment becomes due, the whole sum of the loan including both principal and interest with any applicable fees, are due and payable at once without further notice.
- 2) A Notice of Default will be issued at such time that payments are 60 days outstanding per this promissory note and the Borrower will have 30 days to cure the default.
- 3) Upon issuance of a Notice of Default, late fees of \$20 per month will be assessed to the loan until the default is cured.
- 4) In the event of default, Holder has no further obligations to Borrower and may take action without further notice.
- 5) If this loan is defaulted in accordance to the terms specified above the Tulalip Tribes shall be entitled to the Borrowers' per capita, consistent with approved law and policies, and applicable limits until all outstanding principal, fees and interest are paid in full.

## **GOVERNING LAW**

All disputes shall be resolved exclusively according to Tulalip Tribal Law and heard by the Tulalip Tribal Court. Nothing in this agreement shall constitute a waiver of sovereign immunity of the Tulalip Tribes. Borrower shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, costs, and related late fees, whether or not suit is brought. If Borrower or Holder sues to enforce this Note or to obtain a declaration of its rights, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

## **ENTIRE AGREEMENT**

The parties agree that this note and identified Exhibits represent the entire agreement between the parties.

## **NO IMPLIED WAIVER**

If Holder allows the borrower to break or ignore an obligation the Holder does not waive any future right to require those or any other obligations to be fulfilled.

## **SEVERABILITY**

If any part, or parts, or the application of any part of this note is held invalid, such holding shall not affect the validity of the remaining parts of this note.

**POWER OF ATTORNEY NOT AUTHORIZED**

The party executing this promissory note is the Tulalip Tribes member obligated to repay the debt, the use of a Power of Attorney is not allowed by the Membership Loan Program.

Prior to signing this Promissory Note, I have read and agree to all the conditions and terms mentioned above, and I understand that the Tulalip Tribes Reserves the right to garnish the full allowable amount to pay off the outstanding debt including but not limited to all principal, and interest.

I acknowledge that I have received a completed copy of this Promissory Note.

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**Tribal Identification Number: T-**

**NOTARIZED SIGNATURE REQUIRED ONLY WHEN MAILING IN APPLICATION**

State of Washington  
County of Snohomish

Signed or attested before me on \_\_\_\_\_, 2018 by

\_\_\_\_\_

\_\_\_\_\_ Tribal Identification Number.

(Seal or stamp)

Print Notary Name \_\_\_\_\_

My appointment expires \_\_\_\_\_



For Official use only:  
BOD Approval date and Resolution or Directive #  
Loan ID #:  
Customer Number  
Address:

Mailing Address if different:

Beginning Balance  
Interest Rate:  
Loan Type: Fixed  
Period type: Month  
Number of Periods: 60  
Payment Amount:  
AR Code:  
Start Date:

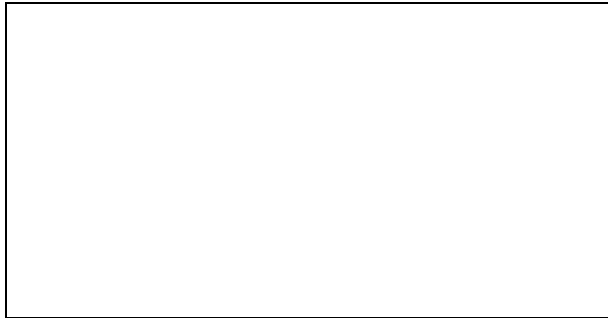


Maker's Tribal ID No. \_\_\_\_\_

**Notary Attachment to Tribal Loan Promissory Note**

Before me, the undersigned authority, personally appeared freely and voluntarily;  
\_\_\_\_\_, hereinafter referred to as the applicant, is  
known to me (or is satisfactorily proven) to be the person whose name is subscribed to within  
this instrument, and I acknowledge that she/he executed the same for the purposes therein  
contained.

Affix Stamp Here



\_\_\_\_\_  
**Applicant Signature**

The above and foregoing sworn and subscribed to before me on this, the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Notary Public Signature**

Residing in the County of \_\_\_\_\_,

in the State of \_\_\_\_\_.

My commission expires on this date \_\_\_\_\_.