



The Saginaw Chippewa Indian Tribe of Michigan  
 7500 Soaring Eagle Blvd., Mt. Pleasant, MI 48858  
 Phone: 989-775-4040 \* 1-800-225-8172

**LOAN APPLICATION**

Applicant Name First/Last (Please Print)		Maiden Name		Date of Birth	
Mailing Address			Phone Number		
City	State	Zip Code	Social Security Number		
Tribal Membership Number: M00 _____ (Must be an enrolled, eligible SCIT Tribal Member to apply.) List amount of Loan Request \$ _____ PLEASE CIRCLE ONE: Co-Signer Name First/Last (Please Print)   Maiden Name   Date of Birth Mailing Address   Phone Number City   State   Zip Code   Social Security Number					
Tribal Membership Number: M00 _____ (Must be an enrolled, eligible SCIT Tribal Member to apply.)					

- Effective January 24, 2020, the maximum SCIT Tribal Member loan amount is \$15,000.00 subject to the Tribal Loan Guidelines attached as Exhibit 1. All loans will be subject to an application fee of 5% to 7%.
- The applicant must agree to pay the loan in full via bi-weekly deductions from per capita payments. The minimum bi-weekly payment depends on your loan amount. See guidelines for fee and payment table.
- Two pieces of photo identification are required at the time of review. One must be a Tribal ID Card. If the Application is being executed by a POA, the POA must provide a copy of the POA Appointment and one piece of photo ID; the cosigner must provide two pieces of photo ID, one of which must be a Tribal ID Card.
- Loan repayment CAN NOT be stopped until loan is paid in full.
- Upon approval of loan, your loan may take 5 to 10 working days to be completely processed from date of approval.
- The signatures on all loan applications submitted by U.S. MAIL must be NOTARIZED (Include copy of ID's)

**I have read and fully understand the Tribal Loan Guidelines last amended on January 28, 2020 and attached as Exhibit 1. I understand that this loan will be provided in full accordance with and will subject to, the Tribal Loan Guidelines attached as Exhibit 1. I authorize the Saginaw Chippewa Indian Tribe of Michigan to deduct from my Per Capita payments, the sum of \$\_\_\_\_\_ bi-weekly, to begin immediately. Such deductions shall continue unabated and will not be suspended for any reason until the loan has been repaid in full. If my Per Capita payments with the Saginaw Chippewa Indian Tribe of Michigan cease for any reason or if I become ineligible to receive sufficient funds to allow for such deduction for any period of time, the loan payments shall be deducted from my wages. I understand if I relinquish my membership in the Saginaw Chippewa Indian Tribe of Michigan and I have an outstanding Tribal Member loan, the full amount outstanding loan balance at the time of my relinquishment becomes due immediately. If I fail to repay the outstanding balance I**

**Tribal Member Loan Application**

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understand the Tribe may take any measures necessary, up to and including litigation to recover the amount owed to the Tribe. I agree to file my annual report no later than May 4th of each year. (bi-weekly = every two weeks)

Applicant's Signature / Date	
	Co-Signer acknowledges and accepts the obligations outlined herein.
Applicant's Power of Attorney (if Applicable) / Date	Co-Signer Signature / Date

**NOTARIZATION**

Subscribed and Sworn to before me by _____, Loan Applicant or Power of Attorney, on this ___ day of _____, 20____ <small>Print Applicant's or POA Name above</small>	
Notary Public _____	My Commission Expires _____
Subscribed and Sworn to before me by _____, Loan Applicant, on this ___ day of _____, 20____ <small>Print Co-Signer's Name above</small>	
Notary Public _____	My Commission Expires _____

\*\*\*\*In the event of a member's death, the Per Capita Department will verify whether the member had an outstanding loan balance. If the member had a balance owed on a tribal loan, any and all funds still owed to the member's estate from Per Capita will be applied to the loan balance. Any remaining funds owed to the member's estate from Per Capita, beyond the repayment of a tribal loan, will be in the form of a check (no direct deposits) and held in the Per Capita Department until a legal document appointing a personal representative or executor for the tribal member's estate is received.

Revised January 28, 2020



## GUIDELINES FOR THE LOAN PROGRAM

The Saginaw Chippewa Indian Tribe of Michigan

7500 Soaring Eagle Blvd., Mt. Pleasant, MI 48858 Phone: 989-775-4040 \* 1-800-225-8172

### GUIDELINES FOR THE LOAN PROGRAM

1. Loans are available to tribal members of the Saginaw Chippewa Indian Tribe of Michigan, eighteen years of age and over who are actively receiving per capita payments
2. Any tribal member loan applications executed by a POA must have a co-signer to be eligible to receive a loan. The POA cannot act as the co-signer on the same loan application for which he/she is serving as POA. The co-signer must meet all of the same requirements as the loan applicant, except that the co-signer may have an out-standing tribal member loan in his/her own name at the time he/she acts as co-signer on another member's loan application. A tribal member may act as a co-signer on not more than one tribal member loan application at any given time. In the event the original loan applicants' per capita payment are eliminated or reduced to an amount that doesn't cover all of the Tribal member's obligations, deductions will be made from the co-signer's per capita payments in the amount to make the minimum bi-weekly payment on the loan. The Co-Signer will be given Notice not less than 10 (ten) business days before the first deduction is made from the Co-Signer's per capita payments.
3. A Tribal Member applicant for a loan who is incarcerated without a conviction and who has not appointed a POA is required to have a co-signer to be eligible for a loan. The co-signer must meet the requirements of Paragraph 2.
4. Tribal member loans are not available to any Tribal member during his or her jail or imprisonment as a result of a plea, plea bargain, or conviction in any court of competent jurisdiction. For purposes of these Guidelines "jail or imprisonment" shall mean confinement in a federal, state or local jail or prison but shall not include time on parole or probation and community based residential service facilities and other release-oriented facilities such as half-way houses or equivalent. The undersigned Applicant or P.O.A. hereby states and represents that the applicant Tribal member is not so incarcerated, jailed or imprisoned. The undersigned Applicant or P.O.A. understands and agrees that a finding by the Tribe that the Tribal member Applicant was incarcerated, jailed or imprisoned when this application was submitted may result in legal action including but not limited to action for immediate return of entire loan amount.
5. Tribal member loans are not available to any Tribal member while such Tribal member is the subject of a disenrollment proceeding at the Office of Administrative Hearings, Tribal Community Court or Tribal Appellate Court. Tribal members who are the subject of a review by the Enrollment Department for possible disenrollment proceedings, including those members whose membership is being reviewed for possible referral and consolidation with reopened OAH disenrollment cases, do not qualify for a loan. Such members may qualify, contingent on meeting all other loan requirements, at the conclusion of the Enrollment Department's review unless they are the subject of a disenrollment proceeding.
6. Loan requests will not be approved if applicant has an outstanding loan balance within the tribe.
7. Unless otherwise provided herein, effective January 24, 2020, the maximum SCIT Tribal Member loan amount is \$15,000.00. The amount of a loan may be limited by the ability of the member to repay the loan out of his/her per capita check.
8. Effective January 24, 2020, the maximum SCIT Tribal Member loan for Tribal Members enrolled after January 1, 2007 and receiving graduated Tribal per capita payments under Section II of the Tribal Revenue Allocation Plan, shall be for amounts provided in the Repayment Table (Attachment A).

9. Tribal Members who have outstanding loan obligations to the Tribe may apply for a new loan under the maximum amount established on January 24, 2020. If elected by the Tribal Member, the amount owed on the outstanding loan will be deducted from the maximum loan amount if the new loan application is filed on or before April 16, 2020. New loans will NOT be processed for applications made after April 16, 2020 if the applicant has an outstanding balance on a loan with the Tribe unless and until such outstanding loan balance is paid in full.
10. Other garnishments outstanding on a member's per capita check, and any monies owed to the Tribe, will be considered in determining the amount of a loan, if any, a member is eligible to receive.
11. If loan is paid in full with a check, a seven (7) day waiting period will apply before another loan can be obtained.
12. The applicant must agree to pay the loan in full via bi-weekly deductions from per capita payments and such amounts must be available from the members per capita after any other obligations to the Per Capita Department. The minimum bi weekly payment is listed below. *See Attachment A.*
13. All loans will be subject to an application fee of 5% to 7% *per Attachment A.*
14. The loan application will be verified for:
  - a. Must meet guidelines above.
  - b. Enrolled member is currently receiving per capita payments in an amount sufficient to satisfy the obligation for loan repayment.
  - c. Annual report has been filed.
  - d. Two pieces of photo identification are required at the time of review. One must be a Tribal ID Card. If the Application is being executed by a POA, the POA sign the Loan Application under the name of the Tribal Member. The POA must provide a copy of the POA Appointment and one piece of photo I D; the cosigner must provide two pieces of photo ID, one of which must be a Tribal ID Card.
  - e. The signatures on all loan applications submitted by U.S. MAIL must be **NOTARIZED** (Include copy of I.D's)
  - f. **FAXED LOAN APPLICATIONS WILL NOT BE ACCEPTED.**
15. Per Capita deductions **WILL NOT** stop until loan is paid in full. If the Tribal Member relinquishes his/her membership in the Saginaw Chippewa Indian Tribe of Michigan while he/she has an outstanding Tribal Member loan, the full amount of the outstanding loan balance at the time of relinquishment becomes due immediately. If the outstanding balance is not repaid, the Tribe may take legal action to recover the amount owed to the Tribe The Tribe's recovery of unpaid balance may be made from any income or property.
16. ALL APPROVED LOANS WILL TAKE 5 TO 10 DAYS TO BE PROCESSED.

\*\*\*\*\* By May 15th of every year, outstanding loans will be reviewed against the list of annual reports filed. The Per Capita Department will be notified of any member with an outstanding loan, who has not filed the Annual Report, to withhold the remaining balance due from the June payment. Any unpaid balance will be collected from the member when per capita payments are reinstated following proper filing of the annual report.

\*\*\*\*\* In the event of a member's death, the Per Capita Department will verify whether the member had an outstanding loan balance. If the member had a balance owed on a tribal loan, any and all funds still owed to the member's estate from Per Capita will be applied to the loan balance. Any remaining funds owed to the member's estate from Per Capita, beyond the repayment of a tribal loan, will be in the form of a check (no direct deposits) and held in the Per Capita Department until a legal document appointing a personal representative or executor for the tribal member's estate is received.

\*\*\*Revised March 20,2020 by Council Motion

**SAGINAW CHIPPEWA INDIAN TRIBE PER CAPITA LOAN REPAYMENT PLAN**

FULL MEMBER LOAN REPAYMENT SCHEDULE (Maximum \$15,000)							
LOAN AMOUNT	% OF INTEREST	MAX LOAN INTEREST	MINIMUM PAYMENT	MAX LOAN REPAYMENT	PAYMENTS	YEARS	
					FOR MAX LOAN	TO PAYOFF	
\$1 - \$2,500	5.00%	\$125.00	\$100.00	\$2,625.00	26.25	1.01	
\$2,501 - \$5,000	5.50%	\$275.00	\$120.00	\$5,275.00	43.96	1.69	
\$5,001 - \$7,500	6.00%	\$450.00	\$130.00	\$7,950.00	61.15	2.35	
\$7,501 - \$10,000	7.00%	\$700.00	\$150.00	\$10,700.00	71.33	2.74	
\$10,001 - \$15,000	7.00%	\$1,050.00	\$225.00	\$16,050.00	71.33	2.74	

80% MEMBER LOAN REPAYMENT SCHEDULE (Maximum \$12,000)							
LOAN AMOUNT	% OF INTEREST	MAX LOAN INTEREST	MINIMUM PAYMENT	MAX LOAN REPAYMENT	PAYMENTS	YEARS	
					FOR MAX LOAN	TO PAYOFF	
\$1 - \$2,500	5.00%	\$125.00	\$100.00	\$2,625.00	26.25	1.01	
\$2,501 - \$5,000	5.50%	\$275.00	\$120.00	\$5,275.00	43.96	1.69	
\$5,001 - \$7,500	6.00%	\$450.00	\$130.00	\$7,950.00	61.15	2.35	
\$7,501 - \$10,000	7.00%	\$700.00	\$150.00	\$10,700.00	71.33	2.74	
\$10,001 - \$12,000	7.00%	\$840.00	\$225.00	\$12,840.00	57.07	2.19	

60% MEMBER LOAN REPAYMENT SCHEDULE (Maximum \$9,000)							
LOAN AMOUNT	% OF INTEREST	MAX LOAN INTEREST	MINIMUM PAYMENT	MAX LOAN REPAYMENT	PAYMENTS	YEARS	
					FOR MAX LOAN	TO PAYOFF	
\$1 - \$2,500	5.00%	\$125.00	\$100.00	\$2,625.00	26.25	1.01	
\$2,501 - \$5,000	5.50%	\$275.00	\$120.00	\$5,275.00	43.96	1.69	
\$5,001 - \$7,500	6.00%	\$450.00	\$130.00	\$7,950.00	61.15	2.35	
\$7,501 - \$9,000	7.00%	\$630.00	\$150.00	\$9,630.00	64.20	2.47	

40% MEMBER LOAN REPAYMENT SCHEDULE (Maximum \$6,000)							
LOAN AMOUNT	% OF INTEREST	MAX LOAN INTEREST	MINIMUM PAYMENT	MAX LOAN REPAYMENT	PAYMENTS	YEARS	
					FOR MAX LOAN	TO PAYOFF	
\$1 - \$2,500	5.00%	\$125.00	\$100.00	\$2,625.00	26.25	1.01	
\$2,501 - \$5,000	5.50%	\$275.00	\$120.00	\$5,275.00	43.96	1.69	
\$5,001 - \$6,000	6.00%	\$360.00	\$130.00	\$6,360.00	48.92	1.88	

20% MEMBER LOAN REPAYMENT SCHEDULE (Maximum \$3,000)							
LOAN AMOUNT	% OF INTEREST	MAX LOAN INTEREST	MINIMUM PAYMENT	MAX LOAN REPAYMENT	PAYMENTS	YEARS	
					FOR MAX LOAN	TO PAYOFF	
\$1 - \$2,500	5.00%	\$125.00	\$100.00	\$2,625.00	26.25	1.01	
\$2,501 - \$3,000	5.50%	\$165.00	\$120.00	\$3,165.00	26.38	1.01	

\*\*The percentage of loan amounts and repayment shall correspond to the Tribal Member's eligibility for Per Capita Payments under the Revenue Allocation Plan at the time of the loan application.\*\*