



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/AGREEMENT

Please print all information

Applicant First and Last Name		Maiden Name (if applicable)	Date of Birth (mm/dd/yyyy) ____/____/____	
Mailing Address			Phone Number (including area code)	
City	State	Zip	Social Security Number	
Tribal Membership Number: (Must be and enrolled, eligible SCIT Tribal Member to apply.) <p align="center">M00 _____</p>				
Amount of Loan Requested \$ _____		Disbursement Method (Circle one) <div style="display: flex; justify-content: space-around;"> Mail Pick Up </div>		
Co-Signer First and Last Name		Maiden Name (if applicable)	Date of Birth (mm/dd/yyyy) ____/____/____	
Mailing Address			Phone Number (including area code)	
City	State	Zip	Social Security Number	
Tribal Membership Number: (Must be and enrolled, eligible SCIT Tribal Member to apply.) <p align="center">M00 _____</p>				
Payment Deduction to be from my (initial one only) _____ Per Capita _____ Mno Supplemental Assistance I agree that if I am no longer eligible to receive per capita and supplemental assistance due to my death or for any other reason, any remaining loan balance will be deducted from both Per Capita and Mno Supplemental Assistance (if the Tribe determines that the loan meets Ordinance 38 requirements) that is still owed to me (or my estate) and will be applied to the remaining balance of the loan. I agree to timely file my annual report each year as required by Tribal Ordinance No. 13. _____ (initials)				

1. 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%.
2. The applicant must agree to pay the loan in full via bi-weekly deductions from per capita payments or supplemental assistance payments. The minimum bi-weekly payments depends on your loan amount. See guidelines for fee and payment table attached as Exhibit 1.
3. 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 co-signer must provide two pieces of photo ID, one of which must be a Tribal ID card.
4. Loan repayment CAN NOT be stopped until loan is paid in full.
5. Upon approval of loan, your loan may take 5 to 10 working days to be completely processed from date of approval.
6. 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 August 21, 2024 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, or supplemental assistance 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 or supplemental assistance 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, then I agree to pay the amount owed for each payment period directly to the Tribe by check or money order or other method acceptable to the Tribe on or before the date such payment would otherwise be made by the assignment. 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 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 as required by Tribal Ordinance NO. 13. (Bi-weekly = every two weeks).

I acknowledge and agree that any amounts paid from supplemental assistance are for approved purposes under the Tribal Ordinance 38 and qualify as supplemental assistance under that ordinance. I agree to provide information requested by the Tribal Clerk or the Director of Business Regulation and Tax for review of this application and to ensure continued compliance with this program and Tribal Law. My failure to cooperate with such requests or failure to comply with all applicable laws and policies, including but not limited to, Tribal Ordinance 38 for receipt of supplemental assistance, may result in termination of the loan, termination of supplemental assistance and applicable tax liability. If terminated, the Tribe may, at its option, require immediate payment in full of the outstanding balance of the loan. 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.

I have reviewed and understand the Guidelines for the Loan Program dated August 21, 2024 which are hereby incorporated into this Agreement by this reference.

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

NOTARIZATION

Subscribed and Sworn to before me by _____ Loan Applicant or Power of Attorney, on <small style="text-align: center;">Print Applicant's or POA Name above</small> this _____ day of _____, 20____.	
Notary Public _____ My Commission Expires _____	
Subscribed and Sworn to before me by _____ Loan Applicant, on this _____ <small style="text-align: center;">Print Co-Signer's Name above</small> day of _____, 20____.	
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. Any remaining funds owed to the member's estate from Per Capita or supplemental assistance payments, beyond the repayment of the 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.

Executive Council Member Signature	Date	Director of Tribal Business Regulation and Tax	Date
		Verifying loan purpose meets requirements of Tribal Ordinance 38	

GUIDELINES FOR THE LOAN PROGRAM

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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 or supplemental assistance 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 outstanding 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 payments or supplemental assistance payments 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 or supplemental assistance 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 or supplemental assistance 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 halfway houses or equivalent. The undersigned applicant or POA hereby states and represents that the applicant is not incarcerated, jailed or imprisoned. The undersigned applicant or POA 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 or supplemental assistance payment.
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, or supplemental assistance payments shall be for amounts provided in the repayment table (Exhibit 1 attached).
9. New loans will NOT be processed 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 or supplemental assistance payment, 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 personal 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 or supplemental assistance payments and such amounts must be available from the member's per capita or supplemental assistance payments after any other obligations to the Per Capita Department. The minimum bi-weekly payment is listed below. *See Exhibit 1.*
13. All loans will be subject to an application fee of 5% to 7% per *Exhibit 1* attached.
14. The loan application will be verified for:
 - a. Must meet guidelines above.
 - b. Enrolled member is currently receiving per capita payments or supplemental assistance 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 signs 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 ID; the co-signer 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 **NOTARIALIZED** (include copy of ID's).
 - f. **FAXED LOAN APPLICATIONS WILL NOT BE ACCEPTED.**
15. Per capita or supplemental assistance payment 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.

*****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 December payment(s). Any unpaid balance will be collected from the member when per capita payments or supplemental assistance 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 (or supplemental assistance if applicable) will be applied to the loan balance. Any remaining funds owed to the member's estate from Per Capita, or supplemental assistance payments 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.