

MICKEY GEMMILL JR.
Tribal Chairman

Pit River Tribe
36970 Park Ave
Burney CA 96013

LAWRENCE CANTRELL
Vice-Chairman



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FAITH SANTILLAN
Tribal Secretary

ELEVEN AUTONOMOUS BANDS

Promissory Note

Borrowers Tribal ID No. _____

For Value received, I _____ (Borrower) promise to pay to the Pit River Tribe, located at 36970 Park Avenue, Burney CA 96013, (Holder) the sum of \$ _____, with interest thereon at the rate of 6% per annum for the date hereof (\$1.00 minimum) in the following manner, until the principal, interest and any applicable fees under this Promissory Note are fully paid.

I wish to have my Loan deductions from (Minimum \$200.00 monthly)

- A) Out of My payroll in the amount of \$ _____ each pay period. Initial _____
- B) Out of My payroll in the amount of \$ _____ monthly. Initial _____

Name of Tribal program, business, or organization _____ Initial _____

Non-employee I as a member agree to pay by Check Monthly in the amount of _____ Initial _____
Or bi-weekly in the amount of _____ Initial _____

All checks or cash are payable to the Pit River Tribe: Borrower may drop them off at the finance office.

- a. I understand loan payments that are 60 days outstanding will be considered delinquent, and will be placed on default status as per the Pit River Tribes General Loan Policy. No new loans will be approved until three years after the defaulted loan is paid in full. The tribes guarantee ordinance, and or all Tribal law, federal law, and state law whichever may be applicable will be applied to recuperate the full amount of the remaining balance of the delinquent.
- b. You must understand that it is your responsibility that your payments are being made or deducted. If payments are not deducted then you must notify finance immediately.

Please initial that you understand the above statements (a) and (b) Initials _____

- 1) If any installment is not so paid, when the installment becomes due, the whole sum of both principle and interest are due and payable at once without further notice.
- 2) Borrower shall pay all the costs incurred by Holder in collecting sums due under this note after a default, including reasonable attorneys' 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.

- 3) All disputes shall be resolved exclusively within the Pit River Tribal Court system, if existing at the time of dispute; or the court of jurisdiction federal or state this being above the Pit River Tribe will impound 100% of the borrowers gaming revenue distribution until all outstanding principal and interest are paid in full. _____ (Initials)

By Signing this agreement I agree to all conditions mentioned above and I understand that the Pit River Tribes Finance through the Tribal Garnishment Ordinance reserves the right to garnish up to the full loan amount to pay off any outstanding Tribal debts.

Borrowers Signature

Date

Authorized Tribal Signature

Date

Pit River Tribal Loan Policy

Personal Loans: To assist tribal members with short term emergency needs that cannot be met by the tribal member due to the occurrence of unforeseen circumstances. Tribal members can receive up to \$500.00 in assistance, once per year. **Loans are conditional upon funding availability.**

- Only tribal members in good financial standing with the tribe may apply for a loan with the tribe.
- All loans from the tribe must be paid in full before any personal loans can be granted. No exceptions.
- Must provide financial information that proves the ability to pay back the loan, at a minimum of \$100.00 Per-month.
- Applications are valid for thirty days only, after which if the emergency loan was not funded due to the lack of funds, a new applications must be completed. If rejected for not meeting criteria the **request will not be funded as submitted.**
- **All Checks will be made out to the business or entity due payment.**

Emergency Loans:

Attorney fees: Check will be made to the attorney

Utilities

- Must be ineligible for LIHEAP
- Copy of shut off notice
- Check will be made to the utility company

Car Repair/Purchase

- A written estimate of repair cost
- Check will be made out to Business
- Car purchase from a verifiable business

Housing/Property

- Must be currently homeless or invoice showing late payment due from business entity
- Must be ineligible for housing assistance
- Check will be made out to the landlord/Motel/ or entity due payment
- Property Tax

Repayment of Loan

Members of the tribe

- An interest rate of 2% will be applied
- Payments will be made by payroll deduction if employed and delinquent
- Members will pay the tribe by check or money order (No Cash)

Non Payment of Loan

The borrower will not be considered for a period of three years for another loan if they fall into arrears. All loan applications are to be filled out completely, and turned into the Social Service/LIHEAP Department for review to ensure all criteria is met, and applications are complete. The loan committee will review and process the loan request, and either fund or deny the loan. The proposed budget would be 10% of the 40% Council Directive

Loan Request Application

Tribal Member Name: _____

Date: _____ Amount of Request: _____

Purpose of the loan: _____

The first payment is due thirty days after the loan is received.

Loan to be repaid by: _____ If a member and employee, Payroll deduction

Monthly payment: _____ Paid by money order or check

Minimum payment is \$100.00

Tribal Member applicant signature _____ Date: _____

Address: _____ Phone No. _____

If approved authorized signature: _____ Date: _____