

Michigan Coalition for Immigrant and Refugee Rights
FEE BANK LOAN APPLICATION LETTER

Michigan Coalition for Immigrant and Refugee Rights

Attention: FEE BANK
PO BOX 524
Oshtemo, MI 49077

RE: Client Loan Application

Name of "APPLICANT" (Member Organization):

Current address:

City:

State:

ZIP Code:

Contact Person:

Phone Number:

The undersigned applicant (the "**Applicant**"), being a member organization of the Michigan Coalition for Immigrant and Refugee Rights ("**MCIRR**"), a Michigan nonprofit corporation (the "**Lender**"), hereby applies to the Lender on behalf of _____ (the "**Borrower**") for a client loan (the "**Loan**") to be granted on the terms and conditions contained in this application letter (the "**Application**") and the attached term sheet (the "**Application Term Sheet**"), which Application Term Sheet is attached hereto as **Exhibit A** and is incorporated herein by reference and forms a part hereof for all purposes.

The Applicant makes the following covenants, representations and warranties to Lender, all of which will survive the funding of the Loan:

- A. All of the documentation and information furnished or to be furnished to Lender is and will be true and complete and the Applicant will promptly notify the Lender in writing of any material change in any such documentation or information;
- B. The Applicant has caused the Borrower to truly and accurately complete the Statement of Financial Affairs attached hereto as **Exhibit B**;
- C. The Applicant is currently providing services to the Borrower on a pro bono basis;
- D. The Applicant has determined that the Borrower is not currently authorized to work in the United States;
- E. The Applicant has taken all necessary steps to apply for the Borrower's work authorization, including preparing all supporting documents including photos and medical exam, if necessary, and to the Applicant's knowledge the Borrower is currently eligible for the relief they are seeking;
- F. The Applicant agrees to enter an appearance in the Borrower's case, and to be party to all information issued in the work authorization application process;
- G. The Applicant agrees to obtain the necessary release from the U.S. Citizen and Immigration Services in order to inform Lender if the Borrower's Employment Authorization Document is approved;
- H. To the Applicant's knowledge Borrower is an appropriate candidate for a loan from the MCIRR Fee Bank.

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- I. This Application is submitted by Applicant with the understanding that neither this Application nor its substance will be disclosed by Applicant or Lender to any third person except those who are in confidential relationships to Applicant (such as Borrower, legal counsel or accountants) or where the same is required by law.
- J. The undersigned Applicant has duly executed this Application to evidence its agreement to the terms and conditions included herein.

The Applicant understands and agrees that Lender is no way obligated to make the Loan contemplated hereby, and shall not fund the Loan unless and until (A) it has accepted this Application by obtaining approval from the Fee Bank Committee and issuance of a promissory note (the "Note") and (B) such Note is accepted by the Borrower. Such Note may contain additional and/or different terms and conditions than those set forth herein. Without limiting the foregoing, the Applicant acknowledges and agrees that notwithstanding any assistance Lender or its advisors may have provided in the preparation of this Application, this Application is not an offer, a contract, a binder, a memorandum of contract, a commitment or a promise by Lender to make the Loan, or an agreement to issue any such commitment. Lender may, at any time prior to the issuance of a Note, reject this Application and have no further obligations hereunder. If Lender accepts this Application by issuing the Note, and such Note is accepted by the Borrower, then Lender agrees to make the Loan upon and subject to the provisions thereof.

This Application shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to principles of conflicts of laws.
Sincerely,

[Coalition Member Organization]

Contact Name:

Title:

Phone:

Fax:

Email:

EXHIBIT A

LOAN APPLICATION TERM SHEET

This term sheet (the "Term Sheet") is attached to, and forms a part of, the Application dated _____, 20____ from _____ (the "Applicant"), to Lender. All capitalized terms not defined herein shall have the meanings set forth in the Application.

Borrower

The borrower ("Borrower") shall be _____, who resides at _____
(name)

(address)

Loan Amount

The amount of the Loan (the "Loan Amount") will not exceed an amount calculated based upon the parameters outlined in this Term Sheet, provided, however, the maximum Loan Amount shall be **\$2,070**.

The Loan Amount is subject to the filing fees associated with obtaining work authorization, (primarily forms I-765, I-485, and I-485 Supplement A) as determined by U.S. Citizen and Immigration Services. The Loan Amount may be contingent on other filing costs if approved in writing by the Fee Bank Committee. Any and all Loan Amounts issued by the Fee Bank will be limited to circumstances in which the U.S. Citizen and Immigration Services filing fees may not be waived.

Interest Rate

The initial interest rate on the Loan will be 0%. The Loan will bear a default interest rate of 5%. At no time will the interest rate be greater than 7%.

Terms of the Loan

Terms: The Loan shall be paid in installments of \$10 per month beginning 30 days after disbursement and then beginning 3 months after the approval of work authorization or lawful permanent resident status, the monthly installment amount will go up to \$40 per month and continue until the loan has been paid in full.

Grace Period: Unless otherwise agreed to in writing by the Fee Bank, the first payment of \$10 is due 30 days after the loan is disbursed.

Prepayment: The Loan may be prepaid at any time, in whole or in part, without penalty or premium.

Applicant's Initials: _____

Michigan Coalition for Immigrant and Refugee Rights

EXHIBIT B

STATEMENT OF BORROWER'S FINANCIAL AFFAIRS

Date: _____

The MCIRR Fee Bank System is funded by grants from supporters of MCIRR and the organizations that are part of the coalition (the "Member Organizations"). In order to obtain a Client Loan from the Fee Bank you must currently be receiving services from a Member Organization and have been nominated by the Member Organization for a Client Loan. The Member Organization has stated that you are qualified for work authorization and have completed all of the necessary steps for filing up until this point.

Are you a Client of an MCIRR Member Organization? Yes No

Name of Member Organization: _____

Have you or your spouse ever applied for a loan from MCIRR? Yes No Date? _____

Have you or your spouse ever received a loan from MCIRR? Yes No Date? _____

How did you hear about the MCIRR Fee Bank? _____

BORROWER INFORMATION

Amount Requested \$	USCIS Application to be paid with Loan:	
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Last Name:	First Name:	Middle Name:
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Other names used: _____

Street Address: _____

Phone:	E-mail:	Cell Phone:
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Date of Birth: (mm/dd/yyyy)	Place of Birth:
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In MI since:	Emigrant From:
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Marital Status: Single ___ Married ___ Divorced ___ Separated ___ Widower ___ Domestic Partner ___

Residence: Rent ___ Own ___ Rent/Mortgage \$ _____/month

How long at this address: _____

Occupation:	Name of Employer:
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Annual Income \$	Employed Since:
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Business Address: _____

Name of nearest close relative or friend: _____

Relationship: _____

Address: _____

Phone:	Email:
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SPOUSE AND DEPENDENT INFORMATION

Spouse's Last Name:	First Name:	Middle:
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Other names used: _____

Street Address: _____

Date of Birth: (mm/dd/yyyy)	Phone:
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Email:	Cell Phone:
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Spouse's Employer:		Spouse's Occupation:	
Employed Since:			
# of Dependents:			
Name:	Age:	Name:	Age:
Name:	Age:	Name:	Age:
Name:	Age:	Name:	Age:
BANK INFORMATION			
Name of Bank:		State:	Type of Account:
Name of Bank:		State:	Type of Account:
Name of Bank:		State:	Type of Account:
INCOME AND EXPENSES SUMMARY			
<i>Sources of Monthly Income</i>			
Source:		Amount \$	
Source:		Amount \$	
Source:		Amount \$	
		TOTAL \$	
<i>Sources of Monthly Expenses</i>			
Expense:		Amount \$	
		TOTAL \$	
<i>Net Monthly Income and Expenses TOTAL \$</i>			
CURRENT ASSETS AND LIABILITIES			
<i>Assets: (savings, securities, car, property equity, etc.)</i>			
Asset:		Amount \$	
Asset:		Amount \$	
Asset:		Amount \$	
<i>Liabilities: (mortgages, loans, credit cards, etc.)</i>			
Liability:		Total Owed \$	Monthly Pmt \$
Liability:		Total Owed \$	Monthly Pmt \$
Liability:		Total Owed \$	Monthly Pmt \$
Liability:		Total Owed \$	Monthly Pmt \$
<i>Have you applied for a loan at a bank? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, which bank: _____</i>			

CERTIFICATION OF COMPLETENESS AND ACCURACY, AND APPROVAL TO OBTAIN ADDITIONAL INFORMATION

- I authorize the MCIRR to investigate my credit and personal history.
- I authorize agencies and persons contacted by MCIRR in connection with this application (including credit reporting agencies, banks, and social service organizations) to provide information about my credit and personal history to MCIRR and its affiliates and representatives.
- I certify that the information contained in this loan application is complete and accurate.

Borrower's signature _____ Date _____

Co-signer's signature _____ Date _____

BORROWER'S ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

I understand and agree that the following terms and conditions will apply to my loan:

- My loan will be subject to a default interest rate.
- I will repay my loan according to the amounts and schedule stated in the promissory note that I sign.
- If I fail to make payments as agreed, MCIRR may start collection proceedings against me.
- I will immediately notify MCIRR about any change in my address or in my ability to make my payments as agreed.

Borrower's signature _____ Date _____

Co-signer's signature _____ Date _____

APPLICANT, PLEASE BRIEFLY EXPLAIN WHY YOU HAVE CHOSEN TO SUPPORT BORROWER IN THIS APPLICATION (500 WORDS OR LESS)

BORROWER, PLEASE BRIEFLY EXPLAIN IN 500 WORDS OR LESS WHY YOU NEED THIS LOAN AND WHAT STEPS YOU HAVE TAKEN, IF ANY, TO GET ASSISTANCE ELSEWHERE (E.G., FAMILY, FRIENDS)