



**AUTO PURCHASE ASSISTANCE PROGRAM FOR
HABEMATOLEL POMO OF UPPER LAKE ADULT TRIBAL MEMBERS WITH
COMMUNITY FIRST CREDIT UNION (CFCU) POLICY**

Before any Tribal Member can complete the Tribe's requirements for application to the Auto Purchase Assistance Program with Community First Credit Union, the Tribal Member must read, acknowledge, agree, and consent to the following terms and conditions of the policy and program herein. On the lines provided, Tribal Member applicants will initial. The Tribal Member applicant will also be required to sign the affirmation on the last page of this policy.

- 1. Tribal Member must be an adult member of the HPUL tribe (18 or over).**

Acknowledged and agreed: _____

- 2. Habematolel Pomo of Upper Lake has the right to share individual Tribal Member information with CFCU, without provided further notice – advance or otherwise – to Tribal Member.**

Acknowledged and agreed: _____

- 3. Tribal Members must adhere to the CFCU criteria to qualify for a loan from CFCU who will then determine the amount of funding to be loaned to the Tribal Member for the vehicle purchase and related terms.**

Acknowledged and agreed: _____

- 4. Regardless of Tribal Members credit score it will not affect the interest rate but may affect other terms of the loan.**

Acknowledged and agreed: _____

- 5. Tribal Members with lower credit ratings than 620 will agree to having a GPS system installed in their vehicle by CFCU at no cost to the Tribal Member, and will not alter, disable, or otherwise modify the GPS system once installed.**

Acknowledged and agreed: _____

- 6. Tribal Member must have a minimum down payment of 5% of the total purchase price.**

Acknowledged and agreed: _____

- 7. CFCU Interest rate shall be as follows:**

The Credit Union shall apply the following interest rates to Borrowers:

New Vehicles

- 1-60 months, Tier 1 rates
- 61-72 months (Min Loan \$15,000) Tier 1 rates
- 73-84 months (Min Loan \$20,000) 100% LTV + \$895 GAP + \$3,500 Warranty, Tier 1 rates

Used Vehicles

- 1-60 months (150,000 miles or less) Tier 1 rates
- 61-72 months (Min Loan \$15,000) 150,000 miles or less, Tier 1 rates
- 73-84 months (Min Loan \$20,000) 50,000 miles or less, 3-year-old or newer, 100% LTV + GAP + Warranty, Tier 1 rates

Acknowledged and agreed: _____

- 8. Only one auto loan per Tribal Member will be available through the Program at a time.**

Acknowledged and agreed: _____

- 9. The Tribal Member must have an individual savings account with CFCU.**

Acknowledged and agreed: _____

- 10. Payments must be made directly to CFCU, they shall not be made to the Tribe.**

Acknowledged and agreed: _____

- 11. If a Tribal Member currently has an auto loan, they have the right to refinance with CFCU using the Program for a possibly lower interest rate.**

Acknowledged and agreed: _____

- 12. The Tribal Member must show proof of Tribal enrollment (i.e. Tribal enrollment ID card) and must have the standard letter signed off by the Tribal Administrator to present to CFCU employees prior to the start of an application for the auto loan, along with approving and signing all related application materials provided by the Tribe, including but not limited to the Tribal Member's agreement to the terms and conditions of the Program in the event of a default on the Loan and possible loss of Tribal benefits until the balance of the Loan is repaid to the Tribe as set forth herein.**

Acknowledged and agreed: _____

- 13. A Tribal Member approved for a loan under the Program is required to, at all times, carry valid comprehensive and collision insurance on the vehicle, as well as uninsured/underinsured motorist coverage. Failure to do so can be a default under the loan and could result in additional expenses assessed by CFCU to cover the cost of insurance purchased for you.**

Acknowledged and agreed: _____

- 14. If a Tribal Member has a vehicle repossessed (that has been financed under this program) they will not be eligible for another loan using the Tribe as a cosigner and their credit may be adversely affected for reasons that are beyond the Tribe's control and authority.**

Acknowledged and agreed: _____

- 15. Tribal Member must take financial training with CFCU, at no financial cost to Tribal Member, prior to receiving their vehicle loan under this program.**

Acknowledged and agreed: _____

- 16. If a Tribal Member becomes more than 30 days delinquent CFCU will provide written notification to the Tribal Member and the Tribe. If a Tribal Member's mandatory insurance coverage lapses, CFCU will provide written notification to the Tribal Member and the Tribe. Failure to carry all required insurance may result in additional costs to the Tribal Member if CFCU is forced to purchase insurance coverage on the Tribal Member's behalf.**

Acknowledged and agreed: _____

17. If the Tribal Member borrower becomes more than 60 days delinquent CFCU has the right to repossess the vehicle at which time CFCU will provide written notification to the Tribe. The Tribe will then pay for the balance of the Loan outstanding on the vehicle out of the funds held in the Reserve Account with CFCU, at which time the vehicle will become property of the Tribe.

Acknowledged and agreed: _____

18. Upon transfer of the title to the vehicle from CFCU to the Tribe, the Tribe will be the recorded title holder of the vehicle. As the recorded title holder, the Tribe shall sell the vehicle and credit the sale price to the outstanding balance paid by the Tribe to CFCU for the vehicle. The Tribal Member will be sanctioned until the Tribal Member repays the Tribe the balance of the Loan outstanding that the Tribe had to pay to CFCU to take title of the vehicle plus all related title transfer fees minus the sale amount of the vehicle. Such repayment will occur by the Tribal Member forgoing all monetary distributions from the Tribe as listed below. .

Acknowledged and agreed: _____

19. The Tribal Member will forgo all monetary distributions from the Tribe including but not limited to RSTF Distribution, SASSP, Work Incentive, Holiday Bonuses, Elders stipend etc. (if the program requires an application the Tribal member must still complete the application to have the funds go to the payoff of their vehicle.)

Acknowledged and agreed: _____

20. As of August 1st, 2021 any vehicle purchase where the loan amount exceeds 70% of the vehicle's value as determined by Community First Credit Union, Tribal Member will be required to purchase and carry Guaranteed Asset Protection (GAP) insurance on the loan for so long as the loan is outstanding and in an amount that is sufficient to cover the actual difference between the amount owed under the loan and the vehicle's value. Should GAP insurance not be available for the vehicle the Tribe will purchase insurance, be named as additionally insured and deduct the cost from the Tribal Member's RSTF (Revenue Sharing Trust Funds) or other monetary tribal benefit as applicable.

Acknowledged and agreed: _____

BY SIGNING BELOW, I, _____, AFFIRM AND ACKNOWLEDGE THAT:

(1) I AM VOLUNTARILY APPLYING TO PARTICIPATE IN THIS PROGRAM; (2) I HAVE HAD AN OPPORTUNITY TO REVIEW ALL MATERIALS RELATED OT THE PROGRAM AS WELL AS AN OPPORTUNITY TO HAVE ANY AND ALL QUESTIONS REGARDING THE SAME ADDRESSED TO MY SATISFACTION; (3) I UNDERSTAND EACH OF THE ABOVE-RECITED TERMS; (4) I ACKNOWLEDGE, AGREE, AND CONSENT TO THE TERMS AND CONDITIONS OF THIS PROGRAM, INCLUDING THE POSSIBLE LOSS OF ALL MONETARY DISTRIBUTIONS FROM THE TRIBE IN THE EVENT THE TRIBE IS FORCED TO TAKE TITLE TO THE VEHICLE UNTIL THE LOAN IS FULLY REPAID AND (5) I AGREE TO COMPLY WITH EACH OF THE ABOVE-RECITED TERMS WITHOUT EXCEPTION.

NAME (Printed)

Signature

Date

Witnessed By:

NAME (Printed)

Signature

Date