



# PUYALLUP TRIBE OF INDIANS



## PAYROLL ADVANCE APPLICATION FORM

Employee's Name: \_\_\_\_\_ Amount Requested<sup>1</sup>: \$\_\_\_\_\_

Repayment Amount Per Pay Period<sup>2</sup>: \$\_\_\_\_\_

Method to receive payment: Rapid! Paycard \_\_\_ Add to first available payday \_\_\_

**INSTRUCTIONS:** This Application Form must be submitted to the Administrative Manager for approval. Your application will be denied if you have received a prior payroll advance that has not been repaid in full, or if the repayment amount is not sufficient to pay back the advance within one year. **No waivers or exceptions will be granted.** If your application is approved, you will be required to execute a Promissory Installment Note before receiving a check.

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### Payroll Use Only (Accounting Department Must Complete The Following)

1. Does the amount requested exceed the employee's biweekly payroll check?  
Yes \_\_\_ No \_\_\_ Biweekly Payroll Amt. \$\_\_\_\_\_
2. Does the employee have an unpaid balance owing to the Tribe?  
Yes \_\_\_ How much? \_\_\_\_\_  
No \_\_\_
3. Is the repayment amount sufficient to repay the advance within one year?  
Yes \_\_\_ No \_\_\_ [The correct amt should be: \$\_\_\_\_\_]

Above information was verified by: \_\_\_\_\_  
PAYROLL DEPARTMENT

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### Administrative Manager's Use Only

[Application cannot be approved if employee has received a previous payroll advance that has not been fully repaid, or the amount of repayment is not sufficient to repay the advance sum within one year.]

\_\_\_ Application Approved

\_\_\_ Application Denied

\_\_\_\_\_  
Administrative Manager

Distribution List: Original To Payroll Department

<sup>1</sup> Amount requested cannot exceed the amount of your biweekly payroll check.

<sup>2</sup> Repayment amount must be sufficient to repay the advance within one year. However, employees are encouraged to repay the payroll advance as soon as possible.



# PUYALLUP TRIBE OF INDIANS



## PROMISSORY INSTALLMENT NOTE (PAYROLL ADVANCE<sup>1</sup>)

### RECITATIONS:

Date: \_\_\_\_\_

Borrower: \_\_\_\_\_

Borrower's Address: \_\_\_\_\_  
\_\_\_\_\_

Payee: Puyallup Tribe of Indians

Place for Payment: 3009 E. Portland Avenue  
Tacoma, WA 98404

Principal Amount<sup>2</sup>: \$\_\_\_\_\_

Term<sup>3</sup>: \_\_\_\_\_

Payments: \$\_\_\_\_\_ (per pay period)

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**PAYMENT TERMS.** This Note is due and payable as follows, to wit: As long as Borrower remains employed by the Payee, Borrower shall pay \_\_\_\_\_ (\_\_\_\_) [*insert number of payments*] equal payments of \$\_\_\_\_\_. The first such payment is due and payable on the day of the Borrower's first tribal payroll check following the date of this Note, and a like installment shall be due and payable on the date of each succeeding tribal employee biweekly payroll thereafter until the total principal of \$\_\_\_\_\_ is paid in full.

<sup>1</sup> Payroll advance will **not** be approved if Borrower has an unpaid balance due and owing the Tribe on a prior Note. A payroll advance **cannot** be used to pay the balance of a prior Note.

<sup>2</sup> Cannot exceed the amount of Borrower's biweekly payroll.

<sup>3</sup> Cannot exceed one year from the date of this Note.

**ACCELERATION AND INTEREST CLAUSE.** In the event Borrower's employment is terminated, either voluntary or involuntary, the unpaid principal on this Note shall become immediately due. The maximum amount of interest permitted by law shall be imposed on the full principal amount advanced to Borrower, and shall accrue from the date of this Note until the principal and accrued interests are paid in full; **provided**, Borrower may avoid any interest charges if he/she pays the remaining balance on this Note at the time of his/her separation from employment, or if the remaining balance on this Note can be fully satisfied by the monies Payee is entitled to withhold pursuant to the Right To Offset provision contain herein. Borrower waives all demands for payment, presentation for payment, and notices of intentions to accelerate maturity, notices of acceleration of maturity, protests, and notices to protest, to the extent permitted by law.

**BORROWER'S PRE-PAYMENT RIGHT.** Borrower reserves the right to prepay this Note in whole or in part, prior to maturity, without penalty.

**RIGHT TO OFFSET.** In addition to any other remedies provided herein and/or in law for a default on this Note by Borrower, Payee shall withhold and apply any balance due Borrower from any and all moneys due from his/her employment with Payee (including, but not limited to, wages, unused annual vacation hours, and travel reimbursements) to reduce the remaining balance on this Note.

**ATTORNEY'S FEES AND COSTS.** If this Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, the Borrower shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

**SEVERABILITY.** If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**GOVERNING LAW.** This Note shall be governed, construed and interpreted by, through and under the laws of the Puyallup Tribe of Indians.

Borrower is responsible for all obligations represented by this Note.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
BORROWER

Original to Payroll Department - Copy to Human Resources

**PROMISSORY INSTALLMENT NOTE  
(PAYROLL ADVANCE)  
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