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Calgary Jewish Family Loan Association (CJFLA)

403-592-1293

calgaryjewishloan@gmail.com

www.cjfla.org

Dear Applicant:

Please read the following information and requirements carefully before completing the application forms for an interest-free loan from the Calgary Jewish Family Loan Association (CJFLA). Complete policies and bylaws can be found at <u>www.cjfla.org</u>. Once you have read and understood the criteria for a loan application, please complete the application forms *fully and legibly* and contact Bev Sheckter at 403-281-6026. Application rules are the same for everyone and will be strictly adhered to. NO EXCEPTIONS WILL BE MADE.

To qualify for an interest-free loan, the applicant must be a member of the CJFLA. To become a member of the CJFLA, the applicant must be Jewish or married to a Jewish member of the CJFLA. Membership application can be made online at <u>www.cjfla.org</u> or by email to <u>calgaryjewishloan@gmail.com</u>. Annual dues are \$20 and are collected every September at the AGM. Please include your name, address, phone number and email address with your membership fee.

An application fee of 1% of the requested loan amount to a maximum of \$50 will apply to all loans. Repayment plans will be determined on an individual basis. All loan repayments will include membership dues for the term of the loan. Applicants must consent to a face-to-face meeting with the Loan Committee as part of the application process.

For loans up to \$1000, no guarantor is required. For loans between \$1000-\$2000, one (1) guarantor who is a resident of Alberta is required. For loans over \$2000, two (2) guarantors who are residents of Alberta are required. Guarantors must consent to repay the loan in case of default by the applicant. Guarantors must sign the Guarantee, Certificate and Statement of Guarantor in the presence of a lawyer in the Province of Alberta.

If you have any questions, please do not hesitate to call Bev at 403-281-6026, or email <u>cjflaapplication@gmail.com</u>.

Sincerely,

Kimberly Nagan President, CJFLA



LOAN APPLICATION FORM - PLEASE PRINT

Loan amount requested:	Application Date:			
Are you Jewish? □Yes □No	Are you currently a mem	ber of the CJFLA?	□Yes □No	
Last Name:	First Name:		Maiden Name:	
Home Address:				
City:	Provi	nce:	Postal Code:	
Do you \Box own or \Box rent your hom	e? Length at this Address:		Date of Birth (mm/dd/yy):	
Resident of Alberta since: Relocated from (if applicable):				
Are you a Canadian Citizen? Yes No If "No" Citizen of which country?				
Are you a Permanent Resident? Years in Canada:				
Home Phone:	Work Phone:		Cell Phone:	
Driver's License # and Province:		Social Insurance N	Number (SIN):	
Email:				
Occupation:	Emį	oloyer:		
Employed Since: Employer Address:				
City:Provi	nce: Postal Code: _	Emp	loyer Telephone:	
Annual Gross Salary: \$	Annual Month	nly Salary: \$		
Previous Occupation:	Prev	ious Employer:		
Dates of Previous Employment:				

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GUARANTOR APPLICATION FORM - PLEASE PRINT

Date:	Borrower's Name:			
Guarantor's Last Name:	Guarantor's First N	Name:		
Home Address:				
City:	Province:	Postal Code:		
Do you 🗆 own 🗀 rent your home?	Length at this Address:	Date of Birth (mm/dd/yy):		
Resident of Alberta since:	Relocated from (if applica	able):		
Are you a Canadian Citizen? Yes No If "No", Citizen of which country?				
Are you a Permanent Resident? \Box Ye	es 🗆 No Years in Canada:			
Home Phone:	Work Phone:	Cell Phone:		
Driver's License # and Province: Social Insurance Number (SIN):				
Email:				
Occupation:	Employer:			
Employed Since:	Employer Address:			
City:Province	ce: Postal Code:	_Employer Telephone:		
Annual Gross Salary: \$				
Major Source of Income: Employment Other (please list):				
Marital Status: Single Married	d \Box Common-law \Box Divorced \Box	Separated DWidowed		
Relationship to Borrower:	How long have you	known the Borrower?		
Are you Jewish? 🗆 Yes 🛛 No				

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Are you currently a membe	r of the CJFLA? 🗌 Yes 🛛 No (plea	ase consider becoming a member to support the only
interest-free loan association	n in for Jewish Calgarians)	
Have you or your spouse/pa	rtner ever received a loan from CJFLA	? 🗆 Yes 🛛 No
If "yes", when:		
Have you or your spouse/pa	rtner ever guaranteed a loan from CJF	ELA? 🗆 Yes 🛛 No
If "yes", for whom: _		
Bank:	Location (Branch):	Account #:
		age before completing this form and certify that the nis (day) of (month),
Signature of Guarantor		Signed at (City, Province)



GUARANTOR APPLICATION FORM - PLEASE PRINT

Date:	Borrower's Name:			
Guarantor's Last Name:	Guaran	tor's First Name:		
Home Address:				
City:	Provinc	ce: Postal Code:		
Do you 🗆 own 🗀 rent your home?	Length at this Address:	Date of Birth (mm/dd/yy):		
Resident of Alberta since: Relocated from (if applicable):				
Are you a Canadian Citizen? 🗆 Yes	□No If "No", Citizen of	which country?		
Are you a Permanent Resident? 🗆 Ye	es 🗆 No Years in Canada:			
Home Phone:	Work Phone:	Cell Phone:		
Driver's License # and Province: Social Insurance Number (SIN):				
Email:				
Occupation:	Emplo	oyer:		
Employed Since:	Employer Address:			
City:Provinc	ce: Postal Code:	Employer Telephone:		
Annual Gross Salary: \$				
Major Source of Income: 🗆 Employment 🗀 Other (please list):				
Marital Status: Single Married Common-law Divorced Separated Widowed				
Relationship to Borrower:	How lon	g have you known the Borrower?		
Are you Jewish? 🗆 Yes 🛛 No				

The Calgary Jewish Family Loan Association (CJFLA) is a member of the International Association of Hebrew Free Loans.



Are you currently a member	er of the CJFLA? \Box Yes \Box] No (please consider becoming a member to support the only
interest-free loan associatio	n in for Jewish Calgarians)	
Have you or your spouse/pa	artner ever received a loan fro	om CJFLA? 🗆 Yes 🛛 No
lf "yes", when:		
Have you or your spouse/pa	artner ever guaranteed a loar	n from CJFLA? 🗆 Yes 🛛 No
If "yes", for whom:		
Bank:	Location (Branch):	Account #:
		rements page before completing this form and certify that the correct this (day) of (month),
Signature of Guarantor		Signed at (City, Province)



LOAN AGREEMENT

Date:

Calgary Jewish Family Loan Association ("CJFLA") agrees to advance ______1 (the "Borrower") of ______2 the sum of \$______ (the "Loan").

The term of the Loan is _____ months, expiring on _____, 20_ (the "Term")

The Borrower agrees to the monthly repayment of the sum of \$_____ over the course of the Term.

There shall be no interest payable as long as the Loan is fully repaid at the end of the Term.

If the Loan is not repaid at the end of the Term, interest shall be charged to the unpaid portion at the rate of _____% per year, calculated monthly and compounded annually.

The Borrower agrees that all communication from CJFLA, including formal service of legal commencement documents, may be done by email at ______3, and the Borrower hereby agrees that proof of sending the email shall constitute proof of delivery to the Borrower.

AGREED TO ON THE AFOREMENTIONED DATE BY:

Signature of Borrower

Signature of witness

Name of Borrower

Name of witness

¹ Name of Borrower

² Borrower's address.

³ Borrower's email address.



GUARANTEE

DATE: _____

- FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, ______1 (the "Guarantor"), irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, without offset or deduction, the full and prompt performance and payment by _____2 ("Debtor") to Calgary Jewish Family Loan Association ("CJFLA"), the payments as set out in the Loan Agreement dated ______ and attached hereto as Schedule "A" (the "Loan").
- 2. The Guarantor also irrevocably and unconditionally guarantees, as primary debtor and not merely as a surety, all legal fees on a solicitor and own client indemnity basis and disbursements and all other costs, charges and expenses that CJFLA incurs enforcing its rights against the Debtor.
- 3. The amount payable by the Guarantor pursuant to Section 1 of this Guarantee shall be paid to CJFLA immediately on demand, whether or not any demand has been made on Debtor or any other person or any other action has been taken to enforce the performance or payment of the Loan.
- 4. This Guarantee is a continuing one and covers and secures the present and future amounts due or that may become due pursuant to Section 1 and shall not terminate for any reason.
- 5. The Guarantor agrees that:
 - (a) without affecting the Guarantor's Loan and obligations, CJFLA may from time to time:
 - (i) grant time, extensions, renewals, indulgences, releases and discharges to Debtor or any other person liable for the Loan;
 - (ii) change the amount, time, manner of payment or calculation or any other terms of all or any part of the Loan; or
 - (iii) amend, waive or supplement any agreement or instrument relating to the Loan; or
 - (iv) apply or deal with such security or any property covered by the security or direct the order or manner of sale as CJFLA in its discretion may determine.
 - (b) The Guarantor's liability shall not be impaired, affected or diminished by:

¹ Name of Guarantor

² Borrower's name

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- the death or loss or diminution of capacity of the Guarantor or any change in the name or business of Debtor or any change in the constitution, constating documents, membership or principals of Debtor or any winding up or dissolution of Debtor or amalgamation of Debtor with any other person;
- (ii) any repayment from time to time of the whole or any part of the Loan of Debtor to CJFLA;
- (iii) any renewal, extension, modification, waiver, amendment or rearrangement of any or all of the Loan or any instrument, document or agreement evidencing, securing or otherwise relating to any or all of the Loan; or
- (iv) any act or omission of any kind by the Debtor, CJFLA or any other person or any other circumstance that might otherwise constitute a defence or discharge of the Guarantor or Debtor or any other person in respect of the Loan.
- (c) The Guarantor shall have no right to be subrogated to CJFLA or claim or prove in any bankruptcy or insolvency of the Debtor in competition with CJFLA until the Loan and any associated claims of CJFLA have been satisfied in full; and
- (d) The Guarantor will pay all reasonable costs, disbursements and expenses, including legal fees on a solicitor and own client indemnity basis, incurred by CJFLA in the enforcement of this Guarantee.
- 6. The Guarantor waives:
 - (a) any requirement that CJFLA proceed, or exhaust its recourses, against the Debtor or any other party, pursue any other remedy or enforce any security prior to any demand under this Guarantee;
 - (b) any requirement that CJFLA obtain or assert a claim for judgment against the Debtor or any person for any Loan;
 - (c) any requirement that CJFLA exercise or assert any other right or remedy to which CJFLA is or may be entitled in connection with the Loan or any security or other guarantee;
 - (d) to the full extent allowed by law, any rights and benefits given by the provisions of any existing or future statutes which impose limitations on the rights and powers of CJFLA with respect to claims against the Guarantor, and/or the Debtor, and/or any security; and
- 7. This Guarantee shall enure to the benefit of CJFLA, its successors and assigns, and shall be binding upon the heirs, executors, personal representatives and successors of the Guarantor.
- 8. The Guarantor acknowledges that there are no agreements, promises, representations or stipulations, oral or written, express or implied, with respect to the subject matter of this Guarantee other than those expressly stated herein.



- 9. In the event of a demand under this Guarantee, the Guarantor shall indemnify and save CJFLA harmless from and against any losses (including, without limitation, the failure to pay the Loan pursuant to Section 1 of this Guarantee) which may arise by virtue of any of the Loan or any agreement relating to the Loan being or becoming for any reason whatsoever in whole or in part invalid, ineffective or otherwise unenforceable by CJFLA in accordance with their terms.
- 10. This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and all actions and proceedings may be heard and determined by the courts of such province. Nothing contained in this Guarantee shall prevent CJFLA from proceeding at its election against Guarantor in the courts of any other jurisdiction.

WITNESS SIGNATURE

GUARANTOR SIGNATURE

WITNESS NAME

GUARANTOR NAME



SCHEDULE "A"

LOAN AGREEMENT



CERTIFICATE

I HEREBY CERTIFY THAT:

1 ______¹, the Guarantor in the guarantee dated ______ made between the Guarantor and Calgary Jewish Family Loan Association, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.

2 I satisfied myself by examination of the Guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____2, Lawyer at the city of Calgary, in the province of Alberta this _____ day of _____, 20___.

Signature of Lawyer

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor

¹ Guarantor's name

² Lawyer's name

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CERTIFICATE

I HEREBY CERTIFY THAT:

1 ______³, the Guarantor in the guarantee dated ______ made between the Guarantor and Calgary Jewish Family Loan Association, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.

2 I satisfied myself by examination of the Guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____4, Lawyer at the city of Calgary, in the province of Alberta this _____ day of _____, 20___.

Signature of Lawyer

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor

³ Guarantor's name

⁴ Lawyer's name

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