



IATSE LOCAL 891

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada • British Columbia and the Yukon

MEMBERSHIP LOAN APPLICATION FORM

General Information

Upon written request to the Treasurer or the Executive Board, IATSE Local 891 is authorized to provide interest-free short-term loans of up to \$1000 to Local 891 members who qualify under the following terms and conditions:

1. IATSE Local 891 will only issue a membership loan to an eligible member (the "Borrower") if another member agrees to guarantee repayment of the loan and is eligible to do so (the "Guarantor").
2. To be eligible to be a Borrower or a Guarantor, a member must:
 - a) have been a member of IATSE Local 891 in good standing for at least the previous and the current quarter
 - b) **have the current quarter dues plus the next quarter dues paid.**
 - c) not currently have a membership loan outstanding;
 - d) not have had a membership loan in the 12 month period commencing the date of full repayment of a previous membership loan;
 - e) **have repaid any previous membership loan on time;**
 - f) not be a guarantor for a membership loan which is currently outstanding;
 - g) not have failed to meet his/her obligations as a guarantor in the past.
 - h) not be on medical leave.
 - i) must have worked 30 days in the last 3 years on an IATSE production.
3. The Borrower must complete a **Membership Loan Agreement** and the Guarantor must complete a **Membership Loan Guarantee Agreement** before IATSE Local 891 will issue a membership loan.
4. The Borrower and Guarantor are advised to seek independent legal advice before signing the Membership Loan Agreement and the Membership Loan Guarantee Agreement respectively.
5. A membership loan must be repaid in full within three months of its issue date.

6. On the Borrower's failure to make any membership loan payment:
 - a) the entire remaining debt will become immediately due and payable;
 - b) IATSE Local 891 will inform the Guarantor of the Borrower's default by sending a Notification of Default within one month of the Borrower's default;
 - c) the Guarantor will then have ten days in which to pay the remaining debt;
 - d) the Borrower will be deemed ineligible to receive or to guarantee a membership loan at any time in the future;
 - e) the Borrower will be placed immediately into arrears in accordance with the Constitution and By-Laws;

7. If the Guarantor fails to pay the remaining debt within ten days of receiving the Notification of Default:
 - a) the Guarantor will be deemed ineligible to receive or to guarantee a membership loan at any time in the future;
 - b) the Guarantor will be placed immediately into arrears in accordance with the Constitution and By-Laws;

8. If a membership loan is not repaid within six months of its issue date, IATSE Local 891 will send a Notice of Suspension to the Borrower and the Guarantor for failure to meet their financial obligations.

9. If a membership loan is not repaid within nine months of its issue date, IATSE Local 891 will send a Notice of Expulsion to the Borrower and the Guarantor for failure to meet their financial obligations.

10. In the event of non-payment, IATSE Local 891 may, in addition to the above internal remedies and any others available under the Constitution and By-Laws, pursue any remedies available to it by law to obtain repayment of the membership loan.

Name of Borrower: _____

Name of Guarantor: _____

Amount of Loan Sought: \$ _____

(Date)

(Signature of Borrower)

(Date)

(Signature of Guarantor)

(Date)

(Loan Authorization Signature)

DATE OF ISSUE: _____ (to be completed by Accounting Staff upon issue of Loan)

LOAN DUE DATE: _____ (to be completed by Accounting Staff upon issue of Loan)

Copies of this document, and all future correspondence related to this loan shall be provided to both the Borrower and the Guarantor.

MEMBERSHIP LOAN AGREEMENT

THIS MEMBERSHIP LOAN AGREEMENT (this "Agreement") dated for reference this

_____ day of _____
(Month/Year)

BETWEEN:

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, Local No. 891 with an office at 1640 Boundary Road, Burnaby, British Columbia, V5K 4V4

(the "Lender")

AND:

_____, a member of the Lender who
resides at _____, British Columbia

(the "Borrower")

WHEREAS:

- A. The Borrower has been a member of the Lender in good standing for the previous and the current quarter.
- B. The Borrower has read and agreed to the terms of the Lender's Constitution and By-Laws.;
- C. The Borrower has completed a Membership Loan Application Form and submitted it to the Lender.
- D. _____ (the "Guarantor") has consented to guarantee repayment of a loan from the Lender to the Borrower.
- E. The Lender has determined, in accordance with its policies, that the Borrower is eligible for a membership loan.
- F. The Lender has determined, in accordance with its policies, that the Guarantor is eligible to guarantee repayment of a membership loan.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

Loan Amount

1. The Lender will grant the Borrower an interest-free loan in the amount of _____ dollars \$_____ in Canadian funds (the

(value)
"Loan Amount") (the "Loan"), on the condition that the Guarantor will guarantee repayment of the Loan.

2. The Lender shall retain possession of the Loan Amount until the Guarantor provides it with an executed Guarantee Agreement respecting the Loan.

Repayment

3. The Borrower will repay the entire Loan Amount of \$_____ to the Lender within three months of the issue date.
4. The Borrower will repay the entire Loan Amount to the Lender no later than within three months from the Loan date of issue _____.
5. The Borrower may pay the Lender the outstanding balance of the Loan Amount in advance of any due date described in Section 4.
6. The Borrower shall make all loan payments direct to the Lender's offices at 1640 Boundary Road, Burnaby, British Columbia, V5K 4V4.

Reimbursement of Expenses

7. If a cheque provided by the Borrower to the Lender as a loan payment does not clear the Borrower's account because there are not sufficient funds ("NSF") in the account, any expense, charge or fee the Lender incurs in respect of the NSF cheque is immediately payable to the Lender by the Borrower.

Default

8. The expiry of the time provided for the Borrower's performance of an obligation pursuant to this Agreement shall put the Borrower into default, without the Lender being required to give the Borrower any notice.
9. The Borrower shall be deemed to be in default if the Borrower is in breach of paying, on or before their respective due dates, any of the loan payments set out in Section 4.
10. In the event that the Borrower fails to make a loan payment as stipulated in Sections 4 and 5
 - a) the remaining balance of the Loan Amount will become due and payable;
 - b) the Lender shall inform the Guarantor of the default situation, by sending a Notification of Loan Default within one month of the Borrower being in default; and
 - c) The Lender shall:
 - I. deem the Borrower to be ineligible to receive or to guarantee a membership loan at any time in the future; and

II. immediately place the Borrower into arrears in accordance with the Lender's Constitution and By-Laws;

11. If the Borrower fails to repay the Loan Amount to the Lender in accordance with Sections 4, 5 and 6 of this Agreement, and the Guarantor fails to meet his or her obligations under the Guarantee Agreement, the Lender shall:
- a) if the Loan Amount is not repaid within six months of the Issue Date, send the Borrower a Notice of Suspension from membership in the Lender pursuant to the Constitution and By-Laws;
 - b) if the Loan Amount is not repaid within nine month of the Issue Date, send the Borrower a Notice of Expulsion form membership in the Lender pursuant to the Constitution and By-Laws; and
 - c) pursue any remedies available under the Constitution and By-Laws and any remedies available by law to obtain repayment of the Loan Amount.

Cumulative Remedies

12. All rights and remedies of the Lender arising out of this Agreement and the guarantee given by the Guarantor respecting the Loan are cumulative, with the result that the exercise of one of them by the Lender does not deprive it of the ability to exercise any of the others.

Waiver

13. The Lender may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be.

Notice

14. Any notice or other communication required or desired to be given or made under this Agreement is to be in writing, and that notice is effective if delivered by prepaid mail, by fax or in person as follows:

In the case of the Borrower to:

(address) _____

In the case of the Guarantor to:

(address) _____

In the case of the Lender to:

IATSE Local 891
1640 Boundary Road
Burnaby, BC V5K 4V4
Fax: (604) 298-3456

Entire Agreement

15. This Agreement constitutes the entire agreement between the Borrower and the Lender. No representation, warranty, condition or agreement made by any person in connection herewith is binding unless contained herein.

Amendments

16. This Agreement may be amended only as the parties mutually agree.

Assignment

17. The Borrower may not at any time assign this Agreement to any person or entity whatsoever without the written consent of the Lender.

Independent Legal Advice

18. The Borrower has been given the opportunity to and advised to seek independent legal advice by the Lender before signing this Agreement.

Interpretation

19. Where the context so requires, any word in the singular also includes the plural, and vice versa; any word in the masculine form includes the feminine.

The parties have executed this Agreement before witnesses in _____,
(City)

British Columbia on the _____ day of _____.
(Month/Year)

Signed by _____,
(Borrower)

Authorized Signatory for **IATSE Local 891** _____

Signed by _____
(Print name of Borrower)

In the presence of:

_____ (Signature of Witness)

_____ (Name of Witness)

_____ (Address)

_____ (Occupation)

DATE OF ISSUE: _____ (to be completed by Accounting Staff upon issue of Loan)

LOAN DUE DATE: _____ (to be completed by Accounting Staff upon issue of Loan)

Copies of this document, and all future correspondence related to this loan shall be provided to both the Borrower and the Guarantor.

MEMBERSHIP LOAN GUARANTEE AGREEMENT

THIS GUARANTEE LOAN AGREEMENT (this "Agreement") dated for reference this

_____ day of _____
(Month/Year)

BETWEEN:

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, Local No. 891 with an office at 1640 Boundary Road, Burnaby, British Columbia, V5K 4V4

(the "Lender")

AND:

_____, a member of the Lender who

resides at _____, British Columbia

(the "Guarantor")

WHEREAS:

- A. The Guarantor has been a member of the Lender in good standing for the previous and the current quarter.
- B. The Guarantor has read and agreed to the terms of the Lender's Constitution and By-Laws;
- C. _____ (the "Borrower") is a member of the Lender and has requested that the Lender grant him/her a membership loan;
- D. The Lender has determined, in accordance with its policies, that the Borrower is eligible for a membership loan.
- E. The Lender has determined, in accordance with its policies, that the Guarantor is eligible to guarantee repayment of a membership loan.
- F. The Lender has consented to grant the Borrower an interest-free loan in the amount of _____ dollars \$_____ in
(Value)
Canadian funds ("the Loan Amount") (the "Loan") on the condition that the Loan will be guaranteed by the Guarantor.
- G. The Borrower has agreed to repay the Loan Amount to the Lender in accordance with the terms of the attached Loan Agreement.

**IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT,
THE PARTIES AGREE AS FOLLOWS:**

Guarantee

1. The Guarantor hereby guarantees the payment of the Loan Amount by the Borrower as set out in the Loan Agreement.
2. This Guarantee shall apply in the event of any default by the Borrower in making payments under the terms of the Loan Agreement.

Default by the Borrower

3. In the event that the Borrower fails to make a Loan payment as stipulated in the Loan Agreement, the Lender shall inform the Guarantor of the default situation, by sending a Notification of Loan Default within one month of the Borrower being in default.
4. The Notification of Loan Default shall specify the following:
 - a) the date the Lender issued the Loan Amount to the Borrower (the "Issue Date");
 - b) the remaining balance of the Loan Amount that the Borrower owes to the Lender;
 - c) any expenses, charges or fees the Lender incurred, which the Borrower has not reimbursed to the Lender, in respect of a cheque the Borrower provided to the Lender in payment of the Loan, for which there were not sufficient funds in the Borrower's bank account; and
 - d) the sum of the amounts referred to in paragraphs (b) and (c) (the "Sum Owing")
5. In the event that the Guarantor receives a Notification of Loan Default (the "Notification") within one month of the Borrower being in default in making payments under the terms of the Loan Agreement, the Guarantor shall, within ten days of receipt of the Notification, pay the Lender the Sum Owing.
6. The Guarantor shall pay the Lender the Sum Owing direct to the Lender's offices at 1640 Boundary Road, Burnaby, British Columbia, V5K 4V4.
7. Where the Guarantor has paid the Lender the Sum Owing in accordance with Sections 5 and 6, the Lender shall give the Guarantor an absolute assignment of its rights under the Loan Agreement and under any judgment obtained by the Lender in respect of the Loan.
8. The Lender shall not be bound to exhaust its recourse against the Borrower, the Borrower's property, or other persons' before being entitled to payment from the Guarantor under this guarantee.

Default by the Guarantor

9. The expiry of the time provided for the Guarantor's performance of an obligation pursuant to this Agreement shall put the Guarantor into default, without the Lender being required to give the Guarantor any notice.
10. If the Guarantor fails to pay the Sum Owed in accordance with Section 5 of this Agreement, the Lender shall:
 - a) deem the Guarantor to be ineligible to receive or to guarantee a membership loan at any time in the future;
 - b) immediately place the Guarantor into arrears in accordance with the Lender's Constitution and By-Laws;
 - c) if the Sum Owed is not paid within six months of the Issue Date, send the Guarantor a Notice of Suspension from membership in the Lender pursuant to the Constitution and By-Laws;
 - d) if the Sum Owed is not paid within nine months of the Issue Date, send the Guarantor a Notice of Expulsion from membership in the Lender pursuant to the Constitution and By-Laws; and
 - e) pursue any remedies available under the Constitution and By-Laws and any remedies available by law to obtain repayment of the Loan Amount.

Cumulative Remedies

11. All rights and remedies of the Lender arising out of this Guarantee Agreement and the Loan Agreement respecting the Loan are cumulative, with the result that the exercise of one of them by the Lender does not deprive it of the ability to exercise any of the others.

Waiver

12. The Lender may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be.

Notice

13. Any notice or other communication required or desired to be given or made under this Agreement is to be in writing, and that notice is effective if delivered by prepaid mail, by fax or in person as follows:

In the case of the Guarantor to:

(address)

In the case of the Lender to:

IATSE Local 891
1640 Boundary Road
Burnaby, BC V5K 4V4
Fax: (604) 298-3456

Entire Agreement

14. This Agreement constitutes the entire agreement between the Guarantor and the Lender. No representation, warranty, condition or agreement made by any person in connection herewith is binding unless contained herein.

Amendments

15. This Agreement may be amended only as the parties mutually agree.
Assignment

16. The Guarantor may not at any time assign this Agreement to any person or entity whatsoever without the written consent of the Lender.

Independent Legal Advice

17. The Guarantor has been given the opportunity to and advised to seek independent legal advice by the Lender before signing this Agreement.

Interpretation

18. Where the context so requires, any word in the singular also includes the plural, and vice versa; any word in the masculine form includes the feminine.

The parties have executed this Agreement before witnesses in _____,
(City)

British Columbia on the _____ day of _____.
(Month/Year)

Signed by _____,
(Guarantor)

Authorized Signatory for **IATSE Local 891** _____

Signed by _____
(Print name of Guarantor)

In the presence of:

(Signature of witness)

(Name of Witness)

(Address)

(Occupation)

DATE OF ISSUE: _____(to be completed by Accounting Staff upon issue of Loan)

LOAN DUE DATE: _____(to be completed by Accounting Staff upon issue of Loan)

Copies of this document, and all future correspondence related to this loan shall be provided to both the Borrower and the Guarantor.