

## Self-Help Payday Loan Escape Program

### **BORROWER AGREEMENT AND RELEASE OF INFORMATION for PAYDAY ESCAPE PROJECT**

Self-Help Ventures Fund (“Self-Help”), a North Carolina nonprofit corporation, is conducting a pilot project (the “Project”) to help people replace high-cost loans from payday lenders (“Payday Loans”) with lower interest rate loans from the online lender Prosper.com (a “Prosper Loan”). Self-Help’s goal is to make it easier for Project borrowers to break out of a cycle of increasing debt created by many Payday Loans, so that they may free up more cash to pay for basic living expenses and save for the future.

Consumer Credit Counseling Services of San Francisco (“CCCSSF”), a California nonprofit corporation, is working with Self-Help to identify and refer potential borrowers (“Borrowers”) to the Project. The decision to make a referral is based on several factors, including the outstanding balance of a Borrower’s payday loans and a Borrower’s ability to repay a Prosper Loan.

In order for a Borrower to participate in the Project, Self-Help and CCCSSF must communicate about certain personal financial information of the Borrower.

In order to promote the goal of the Project, Self-Help requires certain assurances before Borrowers can be considered for the Project.

Therefore, the undersigned Borrower hereby:

1. Gives permission to CCCSSF to provide to Self-Help all personal financial information that Borrower provides to CCCSSF, including information about Borrower’s income, property, other assets, loans and other debts, but solely for purposes related to the Project;
2. Understands that agreeing to participate in the Project and/or signing this agreement in no way guarantees that Borrower will be accepted into the Project by Self-Help or receive a Prosper Loan;
3. Promises that he or she will seek a Prosper Loan in an amount equal to or slightly greater than the current outstanding balance of all of Borrower’s Payday Loans. Promises to use the proceeds of any Prosper Loan to pay off those Payday Loans and to notify Self-Help and provide proof of repayment (in the form of a receipt) when he or she has repaid the payday loans;
4. Agrees to comply with all the terms of any Prosper Loan received, including repaying such Prosper Loan in full by the end of its term and paying any failed payment fees and any late fees, if necessary;
5. Agrees not to take out additional Payday Loans during the term of the Prosper Loan;
6. Understands that payments on a Prosper Loan are made by automatic debit of Borrower’s bank account, which therefore must contain a minimum balance sufficient to make regularly scheduled payments;
7. Understands that CCCSSF’s role is only to gather information from and provide advice to Borrower, and share information with Self-Help, and that CCCSSF has no decision-making role with regard to Borrower’s acceptance into the Project; and
8. Waives the right to pursue any and all claims against Self-Help or CCCSSF arising out of Borrower’s participation in the Project, except where such claims are based on acts of gross negligence or willful misconduct of Self-Help or CCCSSF.

Borrower signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

*Please fax or send to: Ellie Carothers Kelly at Self-Help.*

*Fax #: 510-893-9300*

*Address: 1330 Broadway, Suite 604; Oakland, CA, 94612*