



2017-2018 Advance Payments Program Application

Corporations / Partnerships

To apply for a 2017-2018 APP advance please complete the forms in this document as well as the **form packet for your particular commodity** which can be found on our website at www.agricommodity.ca.

In addition to these forms we will also need a copy of:

CORPORATION:

- Proof of Legal Canadian Residency (Birth Certificate, Passport or Permanent Resident Card)
 - for each shareholder
- 2017 AgriStability Enrollment Notice, front and back (and/or Crop Insurance, for Crop Producers only)
- Your most recent completed financial statement
- Incorporation Certificate
- Shareholder Agreement
- VOID Cheque for loan direct deposits
- Insurance policy coverage

PARTNERSHIP:

- Proof of Legal Canadian Residency (Birth Certificate, Passport or Permanent Resident Card) for each partner
- 2017 AgriStability Enrollment Notice, front and back (and/or Crop Insurance, for Crop Producers only)
- Your most recent completed financial statements or joint tax filings
- Partnership Agreement
- VOID Cheque for loan direct deposit
- Insurance policy coverage

If you have any questions on these, or any of our forms, please contact our office at 902-895-0581. We can help you over the phone or we can set up a time for you to come in so we can help you complete the application!

Applications can be submitted via fax, email or standard mail.

Fax: 902-893-7063
Phone: 902-895-0581

Mailing Address: ACMA
60 Research Dr.
Bible Hill, NS
B6L2R2

Email: Kara - ksaville@agricommodity.ca

Made available by
the Government
of Canada

Canada

ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT – CORPORATION/COOPERATIVE/PARTNERSHIP INFORMATION
PART 1B CORPORATION/COOPERATIVE/PARTNERSHIP
PROTECTED “A” ONCE COMPLETED

1.1 DOCUMENTATION

- Administrators must request documentation from the Shareholders, Members or Partners.
 - Certificate of Incorporation / Proof of Partnership**
 - Identity verified** (Photo identification required, i.e. driver's license. Health cards cannot be accepted.)
- Type of documentation provided: _____

1.2 BASIC INFORMATION

- Identify the legal name of the Corporation/Cooperative/Partnership applying for the advance and indicate the type.
- List all Shareholders, Members or Partners of the Corporation/Cooperative/Partnership. Attach a separate sheet if required.
- If the ownership structure has changed from the previous application, please attach the new Incorporation/Cooperative/Partnership document that reflects the correct ownership structure.

Legal Name of Business:	APP ID of Corporation/Cooperative/Partnership:
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Indicate type of business: Corporation Cooperative Partnership Other:

APP ID	First Name	Last Name	Address	Phone Number	Date of Birth (yyyy/mm/dd)	% Interest in Operation
						%
						%
						%
						%
						%
						%
						%
						%
						%
						%
						%
						%
						%
						%
						%

Mailing Address of Corporation/Cooperative/Partnership:			
Street Address	City/Town	Province	Postal Code

Business Phone # (Ext.)	Business Fax #
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Farm Physical Address			
Civic Address	City/Town	Province	Postal Code

1.3 DECLARATION OF APP ADVANCE RECEIVED FROM OTHER PRODUCER ORGANIZATIONS

- Outstanding advances previously issued or attributed to any Shareholder, Member or Partner will affect the amount of the advance the applicant may be eligible to receive.
- List all advances issued by other organizations for this program year and previous program years to each Shareholder, Member or Partner of the business, including advances attributed by percentage of ownership in any Corporation/Cooperative/Partnership.
- Attach a separate sheet if required.

Name of Shareholder, Member or Partner	Name of Producer Organization from which an advance has been received	Agricultural Product for which an advance has been received	Production Period	Amount of Advance Received
			20	\$
			20	\$

The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act*. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the *Privacy Act*. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program, PPU 140*.

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1.4 LENDER INFORMATION

Name of Lending institution			
Street Address	City/Town	Province	Postal Code
Business Phone # (Ext.)		Business Fax #	

1.5 RELATED PRODUCERS

- ✓ Producers are related if they do not deal with each other at arm’s length.
- ✓ In the absence of proof to the contrary, producers are presumed to be related to another producer in any of the following circumstances:
 - ✓ One of the producers is the spouse or common-law partner of the other producer;
 - ✓ One of the producers owns at least 25% of the voting shares of the other producer;
 - ✓ One of the producers owns at least 25% of the voting shares of a corporation that directly or through any other corporation owns 25% of the voting shares of the other producer;
 - ✓ One of the producers is entitled to 25% or more of the profits or revenues of the other producer.
 - ✓ The producer shares any management and administrative services, equipment, facilities or overhead expenses of a farming operation with the other producer, but is not in partnership with that other producer; or
 - ✓ Any other circumstances set out in the *Agricultural Program Marketing Act*.
- ✓ Relatedness affects the applicant’s eligibility to receive an advance, as well as the amount of an advance.
- ✓ If you answer “yes” to question 1 below, complete section 1.5.1 which is a declaration of relatedness.
- ✓ If you answer “yes” to question 2, you may not be eligible to receive an APP advance, unless you are able to rebut the presumption of relatedness.
- ✓ If you answer “no” to questions 1 and 2, you are not required to complete section 1.5.1.

1. Has a related producer a) applied for an APP advance in this production period or b) have an outstanding APP advance from a previous production period?	YES	NO
2. Is any related producer ineligible as a result of a default under APP, SCAP or ESCAP?	YES	NO

1.5.1 RELATED PRODUCER DECLARATION

- ✓ List all related producers who received an advance for this or previous production periods, including advances issued by other APP Administrators.
- ✓ Attach a separate sheet if required.

Name of the related producer that received an advance	APP ID	Name of Administrator which issued the advance	Production period (yyyy)

1.6 GUARANTEE DECLARATION

- ✓ Complete one of the three following subsections, as applicable.

A) PERSONAL GUARANTEE (for Corporation with sole shareholder)

I, being the sole shareholder of the Corporation named in section 1.2 of this Application for an Advance in consideration of an advance being made to it by the Administrator, for the amount stated in Part 2 of this Repayment Agreement, for the 2017-2018 APP program year do hereby agree to be personally liable to the Administrator or the Minister of Agriculture and Agri-Food Canada for any amount owing by the Corporation, under the APP.

By signing this document, I understand and agree that action may be taken against me personally in accordance with section 5.0 of the Terms and Conditions of the Repayment Agreement until full repayment of the default advance.

IN WITNESS WHEREOF I hereunto set my hand and seal

Dated at _____
Location
Date (YYYY-MM-DD)

Print name of shareholder clearly
Signature of shareholder

Print name of witness clearly (Must not be a relative)
Signature of witness

The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act*. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the *Privacy Act*. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada’s Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC’s personal information bank *Agriculture Marketing Programs Act: Advance Payments Program, PPU 140*.

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APPLICATION & REPAYMENT AGREEMENT – CORPORATION/COOPERATIVE/PARTNERSHIP INFORMATION
PART 1B CORPORATION/COOPERATIVE/PARTNERSHIP
PROTECTED “A” ONCE COMPLETED**

B) JOINT AND SEVERAL GUARANTEE (for Cooperative, Partnership or Corporation with multiple shareholders)

We, being Shareholders, Members or Partners, as the case may be, of the Corporation, Cooperative or Partnership named in section 1.2 of this Repayment Agreement, in consideration of an advance being made to the Corporation, Cooperative or Partnership, as the case may be, by the Administrator for the amount stated in Part 2 of this Repayment Agreement, for the 2017-2018 APP program year do hereby agree to be jointly and severally liable to the Administrator, or the Minister of Agriculture and Agri-Food Canada, for any amount owing by the Corporation, Cooperative or Partnership, as the case may be, pursuant to the APP.

By signing this document, we understand and agree that action may be taken against each of us individually in accordance with section 5.0 of the Terms and Conditions of the Repayment Agreement until full repayment of the default advance.

IN WITNESS WHEREOF I hereunto set my hand and seal

Dated at _____		
Location		Date (YYYY-MM-DD)
_____		_____
Print name of shareholder, member or partner clearly		Signature of shareholder, member or partner
_____		_____
Print name of witness clearly (Must not be a relative)		Signature of witness
_____		_____
Print name of shareholder, member or partner clearly		Signature of shareholder, member or partner
_____		_____
Print name of witness clearly (Must not be a relative)		Signature of witness
_____		_____
Print name of shareholder, member or partner clearly		Signature of shareholder, member or partner
_____		_____
Print name of witness clearly (Must not be a relative)		Signature of witness
_____		_____
Print name of shareholder, member or partner clearly		Signature of shareholder, member or partner
_____		_____
Print name of witness clearly (Must not be a relative)		Signature of witness

C) GUARANTOR(S)

I, being the sole shareholder or authorized officer of the Corporation named in section 1.2 of this Repayment Agreement, in consideration of an Advance being made to it by the Administrator, for the amount stated in Part 2 of this Repayment Agreement, for the 2017-2018 APP program year, do hereby agree to obtain a letter of guarantee to the Administrator from one of the following two sources (please select an option below) :

- An individual or group of individuals that has the financial collateral guarantee the Advance amount stated in Part 2 of this Repayment Agreement until it is fully reimbursed; or
- A financial institution that will guarantee the Advance the Advance amount stated in Part 2 of this Repayment Agreement until it is fully reimbursed,

The letter of guarantee must be in accordance with any applicable provincial laws in the province of operation of the Corporation, Cooperative or Partnership named in section 1.2 of this Repayment Agreement.

Print Shareholder/Authorized Officer Name	Signature of Shareholder or Authorized Officer
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**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT – DECLARATION & ATTESTATION**

**Part 3B – Corporation/ Cooperative/ Partnership
PROTECTED “A” ONCE COMPLETED**

3.1 DECLARATION OF THE APPLICANT

The Advance Payments Program (APP) is a Government of Canada program which supports the provision of cash advances to Producers across Canada. Under the APP, Agriculture and Agri-Food Canada (AAFC) provides funding to guarantee advances taken by Producers through farm organizations and covers the interest on the first \$100,000 in advances taken by each Producer under the program.

- 1) As it applies:
 - a. I am applying, on behalf of the Corporation/Cooperative which I represent, for an advance payment pursuant to the APP.
 - b. We, being all the Partners of the Partnership stated in Part 1B of this Application (herein referred to as the “Partners”), apply for an advance payment pursuant to the APP.
- 2) I, one of the Partners/Shareholders/Members/Authorized Officer am of the age of majority and declare that the Corporation/Cooperative/Partnership is controlled by a Canadian Citizen(s) or a permanent resident(s).
- 3) At least one of the Partners/Shareholders/Members is the Producer of the Agricultural Product for which this Application is made, or one of the Partners/Shareholders/Members.
- 4) No other person has an interest in the Agricultural Product with respect to which this Application is made and the Agricultural Product will be sold in the name of the Corporation/Cooperative/Partnership for which this Application is made.
- 5) Partners/Shareholders/Members who have an interest in the entity are listed in Part 1B of this Application and Repayment Agreement.
- 6) Neither the Corporation/Cooperative/Partnership or any of the Partners/Shareholders/Members listed in this Application and Repayment Agreement are in default under any Repayment Agreement pursuant to the *Advance Payments for Crops Act (APCA)*, the *Prairie Grain Advance Payments Act (PGAPA)*, the Spring Credit Advance Program (SCAP), the Enhanced Spring Credit Advance Program (ESCAP) or the *Agricultural Marketing Programs Act (AMPA)*.
- 7) The Corporation/Cooperative/Partnership that I represent is not ineligible under an advance guarantee Agreement made pursuant to the *Agricultural Marketing Programs Act (AMPA)*, the Spring Credit Advance Program (SCAP) or the Enhanced Spring Credit Advance Program (ESCAP).
- 8) As indicated in section 1.2 of Part 1B of this application:
 - a. The Corporation/Cooperative that I represent has made an application for Production Insurance and/or is participating in an eligible Business Risk Management (BRM) program as outlined in Part 2 of this Application and Repayment Agreement and I, being authorized to certify on behalf of the Corporation/Cooperative, declare having submitted a duly completed BRM Assignment Agreement (Appendix 2A or 2B) as required for the specific class of Agricultural Product.
 - b. We, the Partners, have made an application for Production Insurance and/or are participating in an eligible Business Risk Management program as outlined in Part 2 of this Application and Repayment Agreement and we further certify having submitted duly completed BRM Assignment Agreements (Appendix 2A or 2B) as required for the specific class of Agricultural Product.
- 9) The Corporation/Cooperative/Partnership that I/we represent, as the case may be, that is requesting an advance on a storable Agricultural Product in post-production or Livestock, have sufficient Agricultural product in storage to justify the amount advanced as outlined in Part 2 of this Application and Repayment Agreement.
- 10) I or the Partners, as applicable, declare having submitted the duly completed priority Agreements required for every secured creditor that has an assignment on the proceeds of the Business Risk Management program(s) used to secure the advance, as applicable, and/or that holds a lien or encumbrance on the Agricultural Products listed in Part 2 of this Application and Repayment Agreement.
- 11) I or the Partners, as applicable, agree that a credit check and an inspection of the Agricultural Product may be performed at any time while the advance is outstanding.
- 12) I or the Partners, as applicable, acknowledge that, in the event of a default, the Corporation/Cooperative/Partnership or its Shareholders/Members/Partners may be denied access to other federal agricultural support programming or, alternatively the Minister of Agriculture and Agri-Food Canada reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
- 13) I or the Partners, as applicable, declare that this Application is consistent with the purpose of the APP.
- 14) I or the Partners, as applicable, certify that all of the information provided in this Application is true and correct in every respect.
- 15) I or the Partners, as applicable, understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Corporation/Cooperative/Partnership that I represent, ineligible for receiving an advance under the Program.
- 16) I or the Partners, as applicable, agree, that I/we reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period and to take any necessary steps as determined by the Administrator to ensure that the limitation period for seeking a remedial order for claims arising from this application shall be extended from the date the Administrator knew, or in the circumstances, ought to have known, of the claim. Where possible according to the provincial legislation, I/we further agree that the extended limitation period should be of six years.
- 17) I have read the following privacy notice informing me of AAFC’s use of my personal information submitted as part of the APP application process.

APP is a federal program delivered by Administrators which collect and use the personal information you submit to administer the program on AAFC’s behalf. AAFC routinely receives a small portion of the personal information you submit however, in the event you enter into default, AAFC will receive your entire application file.

The personal information contained in, with, or pursuant to this Application and Repayment Agreement is collected under the authority of the *Agricultural Marketing Programs Act*. AAFC may use the information to verify and/or assess the Application and



**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT – DECLARATION & ATTESTATION**

**Part 3B – Corporation/ Cooperative/ Partnership
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Repayment Agreement, as well as to administer, audit, analyze, and evaluate the APP. AAFC may also convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP.

Under the *Privacy Act* you have a right of access to and correction of any of your personal information held by AAFC and can do so by contacting the Access to Information and Privacy Coordinator at ATIP-AIPRP@agr.gc.ca and referencing Personal Information Bank, *Advance Payments Program*, PPU 140.

All non-federal government organizations are obligated to protect personal information in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction.

I or the Partners as applicable, authorize **Agri-Commodity Management Association** (Administrator) to:

- a) Collect the personal information contained in, with, or pursuant to this Application and Repayment Agreement.
- b) Convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to provincial governments and their agencies, for the purposes of verifying APP entitlements, verification, assignment and realization of security
- c) Convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP. For further information regarding the use of your personal information by the APP Administrator or to make a formal request for access to your personal information, please contact Administrator through which you are applying.

- 18) I or the Partners, as applicable, have read all the Terms and Conditions of the Repayment Agreement which are attached to and form part of this application and agree to comply with such Terms and Conditions.
- 19) If I am or any of the Partners/Shareholders/Members is, as applicable, a current or former public office holder, public servant or member of the House of Commons, I am or one of the Partners is, as applicable, not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.
- 20) I or the Partners, as applicable, acknowledge that, in cases where the applicant is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to the Administrator's rights against the applicant in default and against persons who may be personally liable under this Repayment Agreement.
- 21) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative as applicable: have not recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*; are not subject to a receiving order under that act; are not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*.
- 22) I declare that in the case of agricultural product that is: storable, non-storable, or livestock, it is of marketable quality and will remain so until disposed of in accordance with the repayment agreement.
- 23) I understand that the Advance Rate per unit used to calculate my Eligible Advance was obtained by subtracting the Administrator's percentage of **3.64%** from 100%, and applying this factor to the maximum advance rate per production unit as determined by the Minister in accordance with 19 (2) of the AMPA.
- 24) I or the Partners, as applicable, acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first reduce the portion on which the Minister pays the interest.

**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT – DECLARATION & ATTESTATION**

**Part 3B – Corporation/ Cooperative/ Partnership
PROTECTED “A” ONCE COMPLETED**

3.2.1 PRODUCER ATTESTATION – PARTNERSHIP

- ✓ All Partners listed in Part 1B, section 1.2 must sign and date the declaration below attesting that the information provided on the Application is complete and accurate. Providing false or misleading information will result in an automatic default with the loss of all benefits related to the Advance Payments Program.
- ✓ The authorized signing officer for the Corporation and Cooperative Signature must sign and date the declaration found on the next page.

Signature of Application and Repayment Agreement for a Partnership:

We, being all the Partners listed in Part 1B, section 1.2, are authorized to sign this Application and Repayment Agreement on behalf of the Partnership:

- hereby agree that the information provided in this Application and Repayment Agreement is true and accurate based on our knowledge at the time of the application;
- hereby agree that we have completed and signed an Advance Payments Program Application and Repayment Agreement;
- hereby agree to comply with all of the terms and conditions included in this Advance Payments Program Application and Repayment Agreement.

_____	_____
Print name of partner clearly	Signature of partner
_____	_____
Print name of witness clearly (Must not be a relative)	Signature of witness
_____	_____
Print name of partner clearly	Signature of partner
_____	_____
Print name of witness clearly (Must not be a relative)	Signature of witness
_____	_____
Print name of partner clearly	Signature of partner
_____	_____
Print name of witness clearly (Must not be a relative)	Signature of witness

3.2.2 PRODUCER ATTESTATION – CORPORATION OR COOPERATIVE

Signature of Application and Repayment Agreement for Corporation or Cooperative:

I, being authorized to sign this Application and Repayment Agreement on behalf of the Corporation or as stated in Part 1B, section 1.2 of this Application and Repayment Agreement:

- hereby agree that the information provided herein is true and accurate based on my knowledge at the time of the application;
- hereby agree that I have completed and signed an Advance Payments Program Application and Repayment Agreement;
- hereby agree that the Corporation/Cooperative will comply with all of the terms and conditions included in this Advance Payments Program Application and Repayment Agreement.

_____	_____
Print name of Authorized Signing Officer clearly	Signature of partner
_____	_____
Print name of witness clearly (Must not be a relative)	Signature of witness

3.3 ADMINISTRATOR ATTESTATION

I declare having taken all necessary steps, in accordance with the AMPA, its Regulations, the Advance Guarantee Agreement and the APP Administration Guidelines, to ensure, to the best of my abilities, that the current Application and Repayment Agreement by the Producer is accurate and complete before granting the abovementioned advance.

Signature of Administrator

Date (YYYY-MM-DD)

**Advance Payments Program
2017-2018 Credit Application**

Farm Name: _____
 Business ID (CRA)# _____
 Owner(s) Full Name: _____
 Civic Address _____ Town: _____ Province: _____ Postal Code: _____
 Email: _____
 Phone Number: _____ Cell #: _____
 Fax Number: _____

Which of the following commodities are you applying for? (please check all that apply)

Cattle	<input type="checkbox"/>	Blueberries	<input type="checkbox"/>	Mixed Grains	<input type="checkbox"/>	Oats	<input type="checkbox"/>
Sheep	<input type="checkbox"/>	Strawberries	<input type="checkbox"/>	Canola	<input type="checkbox"/>	Greenhouse (Nursery)	<input type="checkbox"/>
Hogs/Weaners	<input type="checkbox"/>	Raspberries	<input type="checkbox"/>	Wheat	<input type="checkbox"/>	Greenhouse (Veg, Potted Plants, Cut Flowers)	<input type="checkbox"/>
Christmas Trees	<input type="checkbox"/>	Cranberries	<input type="checkbox"/>	Flaxseed	<input type="checkbox"/>	Honey	<input type="checkbox"/>
Pelts (Mink/Fox)	<input type="checkbox"/>	Soybeans	<input type="checkbox"/>	Hay	<input type="checkbox"/>	Maple Syrup	<input type="checkbox"/>
Sod	<input type="checkbox"/>	Corn	<input type="checkbox"/>	Camelina	<input type="checkbox"/>	Mixed Field Vegetables	<input type="checkbox"/>
Apples	<input type="checkbox"/>	Barley	<input type="checkbox"/>	Buckwheat	<input type="checkbox"/>		

Are you currently enrolled in the AgriStability Program OR /AND have production Insurance to secure the advance request? Attached proof on AS enrollment with reference margin calculation and Production insurance.

Yes No AgriStability ID Number: _____
 Yes No Production Insurance #: _____

Where and how do you market your agricultural product / inventory?

Indicate if you direct market, sell to an auction house, processing plant, feed lot, cattle drover, direct market freezer beef, sell to an out of province buyer, or to a meat shop. Please provide name, telephone number, and address information if applicable.

Approximately when do you anticipate marketing your inventory? (Please indicate date of sale(s) between April 1, 2017 and September 30, 2018 and to March 31 2019 for finish cattle only)

Please indicate (yes or no) which type(s) of insurance you have for your agricultural operation and attach a copy of your current proof of insurance.

Property Coverage	Y / N	Livestock Coverage	Y / N	Fire Coverage	Y / N
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Please provide contact information for your business Bank and attach a VOID cheque for the 'Direct Deposit' of the advance loan payment to you.

Business Bank and Contact Name: _____
 Civic Address _____ Town: _____ Province: _____ Postal Code: _____
 Phone Number: _____ Fax Number: _____ Email: _____

Please provide contact information of three current trade references for your business operations:

Name: _____ Address: _____ Fax #: _____

Name: _____ Address: _____ Fax #: _____

Name: _____ Address: _____ Fax #: _____

Please indicate if any of the following lenders hold your commodity as security and provide a completed Priority Agreement (Appendix 1A or 2B) from these secured lenders or party.

Business Bank		Nova Scotia Farm Loan Board	
Farm Credit Canada		NAFA	
American Legend		Copenhagen Fur	
Secure Party / Buyer / Drover		Other:	

Please provide financial information from your last completed fiscal year. Attach Financial Year End Report.

Start Date: _____ To Date: _____

DD
MM
YYYY
DD
MM
YYYY

Total Farm Loan Debt Amount	_____	Total Farm Assets Amount	_____
Annual Farm Income Amount	_____	Annual Farm Sales Amount	_____
Annual Farm Expense Amount	_____	Current Personal Asset Amount	_____
Year End Accounts Receivable Amount	_____	Current Personal Liability Amount	_____
Year End Accounts Payable Amount	_____	Total Personal Income Amount	_____

Please indicate all persons whom you authorize ACMA to discuss matters relating to your APP loan. (Accountant, spouse, lender, lawyer, business partner)

Name: _____ Relationship: _____ Phone Number: _____

Name: _____ Relationship: _____ Phone Number: _____

If you are an incorporated company, or a legal partnership, please attach a copy of your incorporation document or partnership agreement, shareholder agreement, as part of the programs eligibility requirements (required only if we don't have current information on file). Please attach a copy of your, partners, or all shareholders, birth certificate, passport / permanent residence card, to validate your legal status in Canada, as part of the programs eligibility requirements. (Required only if we don't have current information on file)

I/we the undersigned hereby declare that all information provided herein and on the APP application is to the best of my/our knowledge true, complete and correct and understand it will be used by ACMA in determining credit worthiness. I/we the undersigned further consent to ACMA making any inquiries it deems necessary to reach a decision on this application, and consent to the disclosure of credit information about me/us from any credit reporting agency or anyone with whom I/we have financial dealings. I/we also understand that there may be an inspection to validate the production inventories for which I/we are requesting an advance as part of the advance payments program requirements and do hereby confirm that our agricultural product inventories are of marketable quality and is being maintained adequately in order to remain of that same quality. I/we the undersigned hereby declare that I/we are the owner/s and am/are the prime shareholder/s for this company and am/are the owner/s of the inventory being marketed and assigned to this APP loan application and am/are authorized to agree to these terms. The agreement may be executed in counterparts with the same effect as if both parties hereto had signed the same document/s. Each counterpart shall be as valid and binding as each other counterpart and all counterparts shall be constructed together and shall constitute one agreement. Execution and delivery of this Agreement by fax or email transmission shall constitute legal and binding execution and delivery of this Agreement. I/we understand that once approved for funds that all related parties and lenders have the right to information regarding the advance for the duration of the contract term.

Date: _____

DD
MM
YYYY

Applicant Name: _____ Signature: _____

Applicant Name: _____ Signature: _____

Witness Name: _____ Signature: _____

**ADVANCE PAYMENTS PROGRAM (APP)
RELATED MARKETING TRADE NAMES DISCLOSURE**

1.1 PRODUCER/S AND ADMINISTRATOR INFORMATION

APP ID# _____ DATE (YYYY-MM-DD): _____

Between (Name of Administrator) Agri-Commodity Management Association

and (Name of APP Producer/s and/or Business) _____

1.2 RELATED MARKETING TRADE NAMES DISCLOSURE

Where a Producer has applied for an Advance Payments Program (APP) advance from Agri-Commodity Management Association, herein called the Administrator, under the Terms and Conditions of the APP the Producer is hereby providing full disclosure for his/her/their related marketing trade names, other than those listed on the APP application. A marketing trade name is any name that your commodity, for which you are receiving APP funds, is marketed under, either individual or farm name.

1. Under what names have you sold your commodity. Please list all used within the past five (5) years.

(If you are applying as a corporation/partnership but market under a single individual's name please include that below)

Trade Name: _____ Relationship: _____

Trade Name: _____ Relationship: _____

Trade Name: _____ Relationship: _____

Trade Name: _____ Relationship: _____

2. If you have listed trade names please also list your relationship to that entity/person.

(i.e. If a farm name is listed, what is your shareholder percentage? If an individual is listed, are they a family member or business partner? etc.)

1.3 FULL LIEN DISCLOSURE

Where the producer has a Financial Relatedness and Affiliation with any of the parties listed in 1.2, Full Lien Disclosure is required.

3. Please state all outstanding debt for which your commodity, past or present production, is being held as security and for which an entity/person could make a claim in priority to the Administrator.

(An outstanding debt could be a Loan agreement, Buyer agreement, Consigner agreement, and/or Other Debt Repayment Obligation with the above trade names for which you, as an individual, your farm, or any of its shareholders have a financial responsibility.)

Trade Name: _____ owes _____ (entity)

\$ _____ from an agreement entered into on _____ (YYYY/MM/DD)

Trade Name: _____ owes _____ (entity)

\$ _____ from an agreement entered into on _____ (YYYY/MM/DD)

**ADVANCE PAYMENTS PROGRAM (APP)
RELATED MARKETING TRADE NAMES DISCLOSURE**

Trade Name: _____ owes _____ (entity)
 \$ _____ from an agreement entered into on _____ (YYYY/MM/DD)

Trade Name: _____ owes _____ (entity)
 \$ _____ from an agreement entered into on _____ (YYYY/MM/DD)

Trade Name: _____ owes _____ (entity)
 \$ _____ from an agreement entered into on _____ (YYYY/MM/DD)

Trade Name: _____ owes _____ (entity)
 \$ _____ from an agreement entered into on _____ (YYYY/MM/DD)

1.4 PRODUCER/S ATTESTATION

I/We do hereby attest that we have provided full disclosure on all marketing trade names and financial interests against the agricultural product for which the administrator shall provide APP financing. I/we further disclose this information to ensure the administrator will be able to obtain first priority to secure the APP advance. I/We declare that I/We exercise authority, supervision and control over the production, and marketing of the agricultural product for which this disclosure is required and the fiduciary actions are directed and carried out by me/us. I/We will inform the administrator should I/We enter into any agreement post this disclosure agreement, which may affect the administrator maintaining first priority on the agricultural product for which I/We will receive APP financing.

IN WITNESS WHEREOF the Administrator and the Producer/s have caused their seals to be affixed and attested to by the hands of their duly authorized officers.

Sealed, delivered and attested to by:

Name of Producer Printed

Signature of Producer

Name of Producer Printed

Signature of Producer

Name of Producer Printed

Signature of Producer

Name of Producer Printed

Signature of Producer

Name and position of Administrator

Signature of Administrator