



Advance Payments Program (APP) Application and Repayment Agreement for 2020 Individual – Storable/Non-Storable Products

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1.1 BASIC INFORMATION

APP ID
First, Middle, Last Name
Date of Birth
Cell Phone Number
Legal Name of Business (if applicable)
CRA Business Number (if applicable)
Civic Address of Farm
Mailing Address (if different)
Business Phone: Business Fax:
Email Address:
Authorized Person(s) to Release Info to: (other than shareholders)

1.2 DECLARATION OF BANKRUPTCY

Circle Your Answer
Have you or any of the shareholders in the Corporation/Cooperative/Partnership declared bankruptcy within the past 7 years? YES NO
Are you or any of the shareholders in the Corporation/Cooperative/Partnership seeking financial protection from creditors? YES NO

IF YOU ANSWERED "YES" TO EITHER QUESTION - LIST THE NAME OF SHAREHOLDER/MEMBER/PARTNER WHO DECLARED BANKRUPTCY

1.3 DECLARATION OF APP ADVANCES(S) RECEIVED FROM OTHER PRODUCER ORGANIZATIONS

Circle Your Answer
Do any shareholders in the Corporation/Cooperative/Partnership have an outstanding advance with another APP administrator? YES NO
Have any of the shareholders in the Corporation/Cooperative/Partnership been in default with an APP Administrator? YES NO

IF YOU ANSWERED "YES" TO EITHER QUESTION - COMPLETE THE INFORMATION BELOW

Table with 5 columns: Name of Shareholder/Member/Partner, Name of APP Administrator, Commodity Type, Program Year, Advance Amount

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agriculture Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction.



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1.4 DECLARATION OF RELATED MARKETING TRADE NAMES

Other than the Legal Business Name on this application, list any marketing or trade names used to sell your commodity in the last five years. This includes any other business names selling the same commodity that any shareholder(s) has an ownership interest in, any business name changes or any business sales/acquisitions for which the same commodity was, or is, produced.

If none, indicate N/A

Table with 2 columns: TRADE NAME, RELATIONSHIP

1.5 PRIMARY FINANCIAL INSTITUTION

Attach a copy of a VOID cheque for Direct Deposit of any approved advance amount. If a VOID cheque is already on file only attach a new one if your banking information has changed.

Form with fields: Name of Primary Financial Institution, Contact Name, Street Address, City/Town, Province, Postal Code, Phone Number (Ext), Business Fax, Email Address

1.6 RELATED PRODUCER DELCARATION

- 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 Marketing Programs Act or the Agricultural Program Marketing Regulations.
Relatedness is about program limits and therefore affects the applicant's eligibility to receive an advance, as well as the amount of an advance.
If you answer "yes" to question 3 below, you may not be eligible to receive an APP advance, unless you are able to rebut the presumption of relatedness.
You may choose to rebut the presumption by your Administrator that your farming business is related to another producer. In such cases, you will be required to provide the Administrator with proof that the relationship is arm's length, which will include providing the Administrator with documentation to support your claim.

Answer the following questions:

- 1. According to the above definition are you related to another producer – if no, proceed to section 1.7 Yes No
2. Has a related producer: a) applied for an APP Advance in this program year or b) has participated in APP during a previous program year(s)? Yes No
3. Are any related producers currently in default under APP, SCAP or ESCAP? Yes No

Table with 4 columns: Name of Related Producer, APP ID, Name of Related Producer, APP ID



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1.7 TRADE REFERENCES

Please provide the contact information for three current trade references.

Table with 3 columns: Name, Location, Phone Number. Three empty rows for data entry.

1.8 DECLARATION OF SECURED CREDITORS

- List all secured creditors who have a security interest that includes the Agricultural Product(s) and/or BRM program payments...
Examples may include, but are not limited to:
- A lien taken by an input supplier on the agricultural product to be used for the APP advance;
- A lien taken by your financial institution; or
- A General Security Agreement.
Attach a separate sheet if required.
A signed Priority Agreement is needed for each secured creditor listed below.

Table with 4 columns: Name of Secured Creditor, Address and/or Phone Number, Security Interest is on, Value (if applicable). Four empty rows for data entry.



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2.0 ADVANCE REQUEST CALCULATION

INSTRUCTIONS – Agricultural Product in Production

Advances in Installments

- ✓ If the advance is required to be given in two or more installments, use this application for the first installment.
✓ The Producer must submit their Seeded Acreage Report(s) (or any document providing the information on anticipated final production) accompanied by a completed 2nd instalment form to the Administrator prior to August 31, 2020 so as to not be considered in default.
✓ If the Production Insurance (PI) Agency does not provide a Seeded Acreage Report(s) for the Agricultural Product(s) on which the Producer is requesting an Advance and if the Administrator has the provision in the Advance Guarantee Agreement to issue the Advance in one instalment, Sections 2.0.1 through 2.0.5 of the Application, as appropriate based on the type of security, can be completed for the entire Advance.
✓ For Storable Agricultural Products, once the Agricultural Product(s) is in storage, the Producer must complete the Post-Production Report and return it to the Administrator by December 31, 2020.

Security

- ✓ If, to secure the Advance, the Producer chooses to use:
o only Production Insurance (PI), complete only sections 2.0.1, 2.0.2, and 2.0.5
o only AgriStability, complete only sections 2.0.1, 2.0.2, 2.0.3, and 2.0.5
✓ If the producer chooses to use more than one program to guarantee an Advance, complete sections 2.0.1, 2.0.2, 2.0.3, and 2.0.5.
✓ The Producer must first use their PI (multi-peril coverage is required under APP) coverage to guarantee an Advance before using their AgriStability coverage or coverage from another program.
✓ Concerning PI, under Section 7.2.3, the Producer must indicate the insured value for each Agricultural Product or for the basket of products insured. This value compared with the calculation of the Advance based on the anticipated production, will determine the Maximum Eligible Advance amount.

General

- ✓ Use the Advance Rate(s) provided by the Administrator.
✓ The Producer must not have more than \$1 million outstanding in Advances, including as a result of the overlap between Program Years.
✓ The interest-free Advances are limited to the first \$100,000 issued per Program Year.
✓ Advance amounts issued above the first \$100,000 issued in a Program Year shall be interest-bearing.

Use the 2020 APP Rate Sheet from our website to fill in your products and their current advance rate.

http://agricommodity.ca/app/

Table with 4 columns: Agricultural Product, Advance Rate per Unit (a), Anticipated Production (Unit of Measure, Quantity (b)), and Maximum Eligible Advance based on Anticipated Product per Product (a x b). Includes a total row at the bottom.

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2.0.3 CALCULATION OF MAXIMUM AGRISTABILITY

INSTRUCTIONS:

AgriStability PIN: _____

- If the Producer has provided:
- The final Reference Margin go to Section A, then Section C or D.
- The current year's Enrolment Notice, go to Section B, then Section C or D.
 - For Olympic Average calculations, remove the highest and lowest Program Year Margins prior to averaging the Program Year Margins for the remaining three years. Remove the Allowable Expenses for the corresponding highest and lowest Program Year Margin years and average the Allowable Expenses for the remaining three years.
 - If the Producer does not have five years of Program Year Margins and Allowable Expenses, calculate the averages based on the information for the years provided.
- Where the Producer ends up with a negative AgriStability Reference Margin, go to Section D.
- If the Producer has received any interim payments for the AgriStability Program Year or anticipated ASRA payments, they must be deducted from the coverage available under the program in Section E.

Note: All AgriStability Information must be from the current program year

A. Producer's Reference Margin – if Provided by the AgriStability Administrator

AgriStability Reference Margin (if not known enter \$0.00)

B	\$
---	----

AgriStability Allowable Expenses

C	\$
---	----

B. Calculations Required when estimating AgriStability Coverage from the producer's Enrolment Notice

AgriStability Reference Margin Calculate using the Olympic Average Information:

(the values from the 3 years that contain a value in row G of your AgriStability Enrolment Reference Margin Chart.)

Average (\$)

Program Year Margin (PYM)	\$	\$	\$	B	\$
Allowable Expenses (AE)	\$	\$	\$	C	\$

C. Use this Calculation if the Reference Margin (B) is Positive (0 or greater)

Estimate AgriStability Positive Margin Coverage B x 49%

D	\$
---	----

Estimate AgriStability Negative Margin Coverage C x 70%

E	\$
---	----

Estimated Total AgriStability Coverage D + E

F	\$
---	----

AgriStability Coverage Limit Used to Calculate the APP Advance (greater of B or F)

H	\$
---	----

D. Use this Calculation if the Reference Margin (B) is Negative (less than 0)

Calculated AgriStability Negative Margin Coverage B + C

F	\$
---	----

AgriStability Coverage Limit Used to Calculate the APP Advance F x 70%

H	\$
---	----

E. Reference Margin Adjustments

AgriStability Interim Payments Received to-date (if none enter \$0.00)

I	\$
---	----

Maximum AgriStability Security Available to Secure an APP Advance (H – I)

J	\$
---	----

Maximum Eligible APP Advance (lesser of H or J)

K	\$
---	----

2.0.4 ELIGIBLE ADVANCE BASED ON USING 2 PROGRAMS TO GUARANTEE ADVANCE

Maximum Security based on Production/Crop Insurance Calculation
(determined by internal form completed by ACMA based on Production/Crop Insurance documents provided)

L	\$
---	----

Maximum security available through PI/CI and AgriStability (K + L)

M	\$
---	----

Maximum Eligible Advance is the lesser of A or M

N	\$
---	----

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2.0.5 MAXIMUM ELIGIBLE ADVANCE

- The Advance can be issued in one instalment (i.e. 100%) if the seeded acreage can be confirmed prior to requesting the Advance.
If the Advance is issued in two instalments, the 1st Advance cannot exceed 60% of the maximum Eligible Advance.

Form with fields: Enter Maximum Eligible Advance from N (\$), Proportion of Advance attributed to 1st instalment (%), 1st INSTALMENT OF PRODUCTION ADVANCE = (\$)

2.0.5.1 Advance Requested by Producer

2.0.5.2 Advance Issued by Administrator

Table with 2 columns: 2.0.5.1 Advance Requested by Producer (\$), 2.0.5.2 Advance Issued by Administrator (\$)

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

(I.E. direct market, auction house, feed lot, local market – list buyer names where known and applicable.)

Approximately when do you anticipate marketing your inventory?

(Indicate date range sales typically happen for your product.)

2.1 APPLICATION & REPAYMENT AGREEMENT – LIABILITY AGREEMENT

- Complete on of the three following subsections
Part A – If you are the Sole Proprietor.
Part B – If a Letter of Guarantee will be obtained in lieu of signing to be personally or jointly & severally, or solitarily, liable.

A. INDIVIDUAL LIABILITY

I, being the sole proprietor named in section 1.1 of this Application and Repayment Agreement for an Advance in consideration of an advance being made to it by the Administrator, for the amount of \$ _____ as stated in Section 2.0.5 of this Application and Repayment Agreement for the 2020 APP program year do hereby agree to be solely and personally liable to the Administrator or the Minister of Agriculture and Agri-Food for any amount owing by the Corporation, including all interest and penalties thereon, pursuant to the APP.

By signing this document, I understand and agree that action may be taken against me personally in accordance with section 7.5 of the Terms and Conditions of the Repayment Agreement until full repayment of the total amounts owing.

I hereunto set my hand and seal

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

Name of Sole Proprietor Clearly Signature of Sole Proprietor



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B. ALTERNATE GUARANTOR(S) – Letter of Guarantee

I, being the sole proprietor, as applicable and named in section 1.1 of the Application and Repayment Agreement, in consideration of an Advance being made to it by the Administrator, for the amount of \$_____ as stated in Section 2.0.5 of this Application and Repayment Agreement for the 2020 APP program year, do hereby confirm that I have obtained and provided to the Administrator 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 sufficient financial collateral, as defined below, to guarantee the Advance amount stated in Section 2.0.5 of this Application and Repayment Agreement, including all interest and penalties thereon, until it is fully reimbursed; or
A financial institution that will guarantee the Advance amount stated in Section 2.0.5 of this Application and Repayment Agreement, including all interest and penalties thereon, until it is fully reimbursed.

In determining whether or not there is sufficient financial collateral, an alternate guarantor that is an individual or group of individuals must have a positive balance sheet(s) and some combination of cash, securities, guaranteed income certificates (GICs), mutual funds, bonds and/or stocks that is sufficient to cover the value of the advance until it is fully repaid.

The letter of guarantee must be in accordance with any applicable provincial laws in the province of operation of the Sole Proprietor named in section 1.1 of this Application and Repayment Agreement. The letter of guarantee must be dated, signed by the alternate guarantor(s), and provided to the Administrator prior to the issuance of the Advance to which it pertains.

Name of Sole Proprietor Clearly

Signature of Sole Proprietor



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3.0 BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS - ASSIGNMENT AGREEMENT

3.0.1 Producer Information (Herein referred to as the 'Assignor')

APP ID _____ BRM Contract Number _____

Name _____

Address _____

Phone _____ Fax _____

Email _____

3.0.2 Administrator Information (Herein referred to as the 'Administrator')

Name Agri-Commodity Management Association (ACMA) Phone 902-895-0581

Address 7 Atlantic Central Dr., East Mountain, NS B6L 2Z2 Email ksaville@agricommodity.ca

3.0.3 BRM Program Information (Hereinafter referred to as the 'BRM Program')

Program Name _____

Address _____

Phone _____ Email _____

3.0.4 Definitions

- "AAFC" means Agriculture and Agri-Food Canada
"Advance" means the money borrowed by the Assignor through the APP under the above-mentioned Repayment Agreement
"BRM" means the Business Risk Management program(s) listed in the Agricultural Marketing Programs Act (AMPA) that can be used to secure an advance under the APP.
"Default" means, when used in relation to a Producer, that a Producer is considered in default under a Repayment Agreement according to Section 21 of the AMPA
"Repayment Agreement" means the agreement signed by the Assignor and the Administrator outlining the terms and conditions of the Assignor's Advance under the APP.

3.0.5 Assignment Agreement

Agreement Date: _____

Between the Assignor, the Administrator and the BRM Program

This Assignment Agreement is for all proceeds, up to the amount set in Part 3.0.6 below, payable to the Assignor under the BRM Program with respect to the BRM Contract Number listed in 3.0.1 above which is being used to secure Advances issued under the APP Repayment Agreement between the Assignor and the Administrator dated _____ (YYYY-MM-DD) and pursuant to the Advance Payments Program and the Agricultural Marketing Program Act (AMPA).

Advances under the above-mentioned APP Repayment Agreement have been issued to the Assignor on the following Agricultural Product(s):

Table with 6 columns: Product 1, Product 2, Product 3, Product 4, Product 5, Product 6



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3.0.6 The Parties Hereto Agree That:

Subject to prior deduction of any amounts owing to the BRM Program administrator, the Assignor hereby transfers, assigns and sets over to the Administrator all of his/her/their right, title and interest in the proceeds to be received from the BRM Program with respect to the BRM Contract Number listed in 3.0.1 above for the current year or, where the BRM Program is AgriStability and/or ASRA, for the current year and all future years, until such a time as the Advance, in the amount of \$ (including related interest, fees and costs) and for which this BRM Program has been used as security, has been paid in full, and a liability to the Administrator no longer exists. This assignment of proceeds is not affected should the Assignor become in Default under the Repayment Agreement.

For the purposes of giving effect to any of the Assignor's undertakings under this Agreement, the Assignor shall make, execute and deliver to the BRM Program and/or the Administrator, any documents or agreements as the BRM Program and/or Administrator may reasonably request.

The Assignor hereby authorizes:

- a) The BRM Program to disclose his/her/their information, including personal information within the meaning of Personal Information Protection and Electronic Documents Act (PIPEDA) or legislation applicable within their jurisdiction, to the Administrator, other APP Administrators, and AAFC for the purpose of administering the APP.
b) The Administrator to disclose his/her/their information, including personal information within the meaning of Personal Information Protection and Electronic Documents Act (PIPEDA) or legislation applicable within their jurisdiction, to the BRM Program administrator and AAFC for the purpose of administering the APP;
c) AAFC to disclose his/her/their information, including personal information within the meaning of Privacy Act and Access to Information Act to the Administrator, other APP Administrators, and BRM Program administrator for the purpose of administering the APP;
d) That the Assignor's information be used and protected in compliance with the Privacy Act and Access to Information Act or the legislation mentioned above, as applicable. It may be used to administer the APP and the BRM Program, as well as for:
i. assessment, auditing, statistical and other types of analysis and evaluation of the Program;
ii. evaluating the scope, direction and effectiveness of the Program and other federal agricultural programming in Canada; and
iii. contact the Assignor so as to conduct surveys relating to the delivery of this Program and other federal agricultural programming in Canada.
e) That his/her/their corporate information may be disclosed among the parties for these purposes.

Where the BRM Program payment is the result of a Reseeding Benefit and the Producer has suffered a loss prior to the associated the reseeding deadline, as established by the BRM Program administrator, the full payment will be provided to the Producer in order that they are able to reseed and ensure that they continue to qualify for a full crop insurance indemnity should additional losses be experienced.

3.0.7 Signatures

Sealed, delivered and attested to by:
(Must be signed by all shareholders/partners/cooperative members, make additional copies of this page if necessary.)

Name of Producer
Name of Producer
Name of Producer
Name of Administrator

Signature
Signature
Signature
Signature



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4.0 BUYER/BROKER AGREEMENT – Agreement between Producer, Administrator and Buyer/Broker

Required for Ranch Raised Fur Production

Agreement Date: _____

4.0.1 Producer Information (Hereinafter referred to as the 'Producer')

Name _____

Address _____

Phone _____ Fax _____

APP ID _____ Email _____

4.0.2 Administrator Information (Hereinafter referred to as the 'Administrator')

Name Agri-Commodity Management Association (ACMA) Phone 902-895-0581

Address 7 Atlantic Central Dr., East Mountain, NS B6L 2Z2 Email ksaville@agricommodity.ca

4.0.3 Buyer/Broker Information (Hereinafter referred to as the 'Buyer/Broker')

Note: a separate agreement is necessary for each buyer/broker

Name _____

Address _____

Phone _____ Email _____

Contract/License No (if applicable): _____

4.0.4 Agreement with the Buyer/Broker

I, the Producer, have been given an advance by the Administrator, for the amount of \$_____ (dollars) on the following Agricultural Product(s) at the following Advance Rates:

Table with 4 rows and 5 columns: Agricultural Product No. 1, Advance Rate, Quantity of Product, Unit of Measure, Repayment Amount. Includes a multiplication sign (x) and equals sign (=) between the second and third rows.

Total \$ _____

Note: Add information for any additional Agricultural Product(s) and the new total on paper, if necessary.

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I, the Producer, hereby authorize and direct you, the Buyer/Broker, to withhold from the amount payable to me/it, at the most current advance rate(s) per unit applicable to the above-mentioned Agricultural Product(s) according to the Advance Guarantee Agreement signed between the Administrator and the Agriculture and Agri-Food Canada in respect to each unit of Agricultural Product(s) sold to you, and to remit such amount(s) withheld to the Administrator within thirty (30) calendar days of the sale towards repayment of my/its advance. The current advance rate(s) is equal to the amount(s) mentioned above and it is the responsibility of the Administrator to inform the Buyer/Broker(s) of any change(s) to such amount(s).

4.0.5 Agreement with the Buyer

Where the Producer has obtained an advance from the Administrator under the Terms and Conditions of the APP and the Producer has decided to repay the advance by adopting the method of selling the Agricultural Product(s) or part thereof to the Buyer/Broker, pursuant Section 7.3 of the Producer's Repayment Agreement Terms and Conditions, in consideration of the Buyer/Broker being authorized and named as a buyer by the Administrator, the Buyer/Broker agrees to the following:

- 1. The Buyer/Broker shall withhold from the amount owing to the Producer, in respect of each unit of Agricultural Product(s) sold to the Buyer/Broker by the Producer, an amount equal to the rate(s) per unit stated in the Section 4.0.4 above. The Administrator shall notify the Buyer/Broker of any change to the rate(s) in effect at the time the advance was made.
2. The Buyer/Broker shall remit, within thirty (30) calendar days from the date of purchases/sales from/for the Producer, to the Administrator any amount withheld pursuant to clause 1 above.
3. The Buyer/Broker shall not credit any amount of money to be remitted pursuant to this Agreement to any account which the Producer may have with the Buyer/Broker, to the Buyer's/Broker's own account, or to such Producer, until the advance is repaid.
4. In the event that the Buyer/Broker does not comply with this Agreement, the Buyer/Broker shall be liable for the full amount not remitted to the Administrator, together with the interest at the rate of Prime plus 1% and any costs of collection from the date the Buyer/Broker received that unit of Agricultural Product(s) from the Producer to the date the amount in question is remitted to the Administrator.

4.0.6 Signatures

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

This Agreement may be signed in counterparts, including facsimile or electronic copies and each counterpart shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement.

Sealed, delivered and attested to by:

Name of Producer

Signature of Producer

Name and Position of Administrator

Signature of Administrator

Name and Position of Buyer/Broker

Signature of Buyer/Broker



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5.0 DECLARATION OF PRODUCER & ATTESTATION

5.0.1 Signature of Application and Repayment Agreement for an Individual

- I declare that the information provided in this Application and Repayment Agreement is true and accurate based on our knowledge at the time of the application;
I declare that I have completed and signed an Advance Payments Program Application and Repayment Agreement;
I agree to comply with all the terms and conditions included in this Advance Payments Program Application and Repayment Agreement (conditions listed in section 8 below).

Name of Sole Proprietor Clearly

Signature of Sole Proprietor

5.0.3 Administrator Attestation

I declare having taken all necessary steps, in accordance with the AMPA, its Regulations, the Advance Guarantee Agreement and the APP Administrator 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)

6.0 CONSENT OF ADMINISTRATOR REQUIREMENTS

Please include the following documents with your application

- Required Every Year:
Your most recently completed financial statements ("Statement A" from your tax return is acceptable if no financial statements.)
Your 2020 AgriStability Enrollment Notice (front and back)
Required only if we don't have the most current copy on file from a previous year's application
A VOID cheque for direct deposit
Proof of Canadian Residency for all Shareholders/Partners/Members (Passport, Birth Certificate or Permanent Resident Card)

I, the undersigned applicant, hereby declare that all information provided herein is to the best of my knowledge true, complete and accurate. I understand that the provided information will be used by ACMA in determining credit worthiness and consent to ACMA making any inquiries they deem necessary to reach a decision on this application. I consent to the disclosure of credit information about me from any credit reporting agency or anyone with whom I have financial dealings.

I further understand that there may be an inspection to validate the production inventories indicated on this application as part of the Advance Payments Program (APP) requirements. I hereby confirm that my agricultural product inventories are of marketable quality and are being maintained adequately in order to remain of that same quality. I declare that I am the owner of this company and the owner of the inventory being marketed and assigned to this APP loan.

I further agree to all terms and conditions included in this application and any additional counterparts required to approve an advance. I agree to inform the administrator if I enter into any agreement after this application which may affect ACMA maintaining first priority on the agricultural product indicated on this application.

Name of Sole Proprietor Clearly

Signature of Sole Proprietor

Name of Administrator

Signature of Administrator



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7.0 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

7.1 Important Terms

- 7.1.1. "AAFC" means Agriculture and Agri-Food Canada.
- 7.1.2. "Administrator" means **Agri-Commodity Management Association (ACMA)**.
- 7.1.3. "Advance" means, for the purpose of this Application and Repayment Agreement, an Eligible Advance based on expected or actual production, as applicable, of an eligible Agricultural Product which is In Production per Subsections 7.1.14 of these Terms and Conditions or which is Storable per Subsection 7.1.24 of Terms and Conditions.
- 7.1.4. "Advance Rate on Non-storable Agricultural Product" means the rate of issuance applicable to Advances on Non-storable Agricultural Products issued prior to **August 31, 2020 for Cranberry & Haskaps; October 31, 2020 for Winter Wheat, Christmas Trees, Greenhouse (Potted Plants, Cut Flowers & Vegetables); September 30, 2020 for all other Non-Storable Fruits & Vegetables.**
- 7.1.5. "Advance Rate on Storable Agricultural Product" means the rate of issuance applicable to Advance on Storable Agricultural Products issued prior to **June 30, 2020 for Maple Syrup; April 30, 2021 for Ranch Raised Furs; March 31, 2021 for all other Storable Products.**
- 7.1.6. "AMPA" means *Agricultural Marketing Programs Act*.
- 7.1.7. "APP" means the Advance Payments Program.
- 7.1.8. "Application" means sections 1 through 8 of this Application and Repayment Agreement where applicable.
- 7.1.9. "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the Eligible BRM Program used as security in case of default, attesting to the amount of Security available under the Eligible BRM Program and wherein the Producer demonstrates their participation in the Eligible BRM program.
- 7.1.10. "Eligible Advance" means the Advance the Producer is entitled to as stated in Section 2.
- 7.1.11. "Eligible BRM Program" means an eligible Business Risk Management program, as listed in the AMPA schedule or otherwise made eligible by regulation for which the Producer declares being a participant and that is used by the Producer as security on an Advance on an Agricultural Product.
- 7.1.12. "ESCAP" means the Enhanced Spring Credit Advance Program.
- 7.1.13. "Her Majesty" means Her Majesty the Queen in Right of Canada.
- 7.1.14. "In-Production" means the Agricultural Product listed in either Section 2 of the Application, as applicable, which is not yet produced.
- 7.1.15. "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 7.1.16. "Non-storable Agricultural Product" means the Agricultural Product classified as Non-Storable under the program, and as listed in Section 2 of the Application, as applicable.
- 7.1.17. "Post-Production" means the Agricultural Product listed in Section 2 of the Application, which has been produced and is in storage.
- 7.1.18. "Producer" means the individual or Corporation/Cooperative/Partnership identified in Section 1.1 of this Repayment Agreement.
- 7.1.19. "Production Period" means the period used for the purpose of the issuing and repayment of Advances for an Agricultural Product under this Repayment Agreement, which commences on **2019-11-01 for Greenhouse (Potted Plants, Cut Flowers & Vegetables), Maple Syrup and Winter Wheat; 2020-02-01 for Christmas Trees, 2020-05-01 for Ranch Raised Fur; 2020-04-01 for all other Storable/Non-Storable Products** (YYYY-MM-DD) and terminates on **2020-12-31 for Maple Syrup & Non-Storable Berries (Fresh, excluding Cranberries), 2021-01-31 for Non-Storable Cranberries (Fresh), 2021-04-30 for Christmas Trees and Greenhouse (Potted Plants, Cut Flowers & Vegetables); 2021-10-31 for Ranch Raised Fur; 2021-09-30 for all other Storable/Non-Storable Products** (YYYY-MM-DD).
- 7.1.20. "Program Year" means the period used to manage program limits as per Subsections 9(1) and 20(1) of the AMPA and, for the purpose of this Repayment Agreement, this period commences on **2019-11-01** (YYYY-MM-DD) and terminates on **2022-03-31** (YYYY-MM-DD).
- 7.1.21. "Repayment Agreement" means the completed Application and these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 7.1.22. "SCAP" means the Spring Credit Advance Program.
- 7.1.23. "Seeded Acreage Report" means a report from an Eligible BRM Program agency wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an Advance.
- 7.1.24. "Storable Agricultural Product" means the Agricultural Product classified as Storable under the program, and as listed in Section 2 of the Application.
- 7.1.25. "Terms and Conditions" means the content of Section 7.0 of this Application and Repayment Agreement.



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7.2 Issuance of the Advance

- 7.2.1. In cases where the Producer cannot identify, upon the execution of this Repayment Agreement by the Administrator, the amount of the Agricultural Product(s) currently in production, the Administrator shall make an installment of a percentage (no more than 60 percent) of the estimated Maximum Eligible Advance on the Agricultural Product(s) as specified in Section 2 of the Application and using the Advance Rate(s) on the Agricultural Product(s), upon the execution of this Repayment Agreement by the Administrator.
- 7.2.2. In cases where the Producer can identify, upon the execution of this Repayment Agreement by the Administrator, the amount of the Agricultural Product(s) currently in production, then the Administrator shall make an Advance of up to the entire (100 percent) estimated Maximum Eligible Advance on the Agricultural Product(s) as stated in Section 2 of the Application and using the Advance Rate(s) on the Agricultural Product(s), upon the execution of this Repayment Agreement by the Administrator.
- 7.2.3. In all instances, the Producer must provide a BRM Program Coverage Report demonstrating participation in the Eligible BRM Program(s) listed in Sections 2 of the Application, as applicable, and have sufficient security available related to the Agricultural Product(s) to justify the Advance in accordance with the amount stated in section 2.1 of the Application.
- 7.2.4. Before **2020-08-31** (YYYY-MM-DD), Producers securing the Advance with Production Insurance shall provide a copy of a Seeded Acreage Report(s), confirming the actual acres planted or other current production, as applicable. For Producers using an Eligible BRM Program as security where a Seeded Acreage Report is not available, they must provide a signed declaration confirming the actual acres planted or other current production, as applicable, and consent to an inspection at the discretion of the Administrator.
- 7.2.5. Based on the information contained in the document required under Subsection 7.2.4 of these Terms and Conditions, the Administrator shall recalculate the Maximum Eligible Advance in accordance with Sections 2.2 of the Application, and may issue a second installment to the Producer equal to no more than the recalculated Maximum Eligible Advance less the installment referred to in Subsection 7.2 of these Terms and Conditions, and less any other Advance issued to the Producer for the same Agricultural Product(s) from any other Administrator. In cases where the Producer did not receive an Advance as stipulated under Section 7.2.1 of these Terms and Conditions and is compliant with Section 7.2.2 of these Terms and Conditions, the Administrator may issue to the Producer an Advance of up to the recalculated Maximum Eligible Advance less any other Advance issued to the Producer for the same Agricultural Product(s) from any other Administrator.
- 7.2.6. Should the documents required under Section 7.2.4 of these Terms and Conditions demonstrate that the acreage seeded or planted is not sufficient to justify the outstanding Advance issued to the Producer under Section 7.2.1 or, through no fault of the Producer, the coverage amount under the Eligible BRM Program or the value of the Agricultural Product(s) once produced, are not sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they are in overpayment and have **thirty (30) calendar days** to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by more than the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- 7.2.7. Where an Advance is issued on a Storable Agricultural Product(s) that is In Production at the time of the Advance, as stipulated under Sections 7.2.1 and/or 7.2.5 of these Terms and Conditions, and is outstanding under the APP, the Producer shall submit a Post-Production Report on or before **2020-12-31** (YYYY-MM-DD) confirming the actual production held in storage by the Producer, or otherwise be declared in default.
- 7.2.8. Should the Post-Production Report stipulated in Section 7.2.7 demonstrate that the Agricultural Product(s) in storage is not sufficient, through no fault of the Producer, to justify the Advance issued to the Producer when the Product was in Production, the Administrator shall notify the Producer that they are in overpayment and have **thirty (30) calendar days** to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- 7.2.9. Where applicable, the Administrator shall issue an Advance on a Storable Agricultural Product(s) in Post-Production calculated in accordance with Section 2 of the Application and using the Advance Rate(s) specific to that Storable Agricultural Product(s) - Post-Production. The Producer must have sufficient Agricultural Product in storage to cover the value of the Advance.
- 7.2.10. Any Advance on an eligible Non-storable or Storable Agricultural Product, or any instalment of such an Advance, shall be issued in accordance with the dates specified in Subsection 7.1.4 or 7.1.5 of these Terms and Conditions, as applicable.



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7.2.11. In applying for an Advance, the Administrator will charge the Producer an **application fee** of:

(HST will be added to listed amounts):

- 7.2.11.a For advances up to \$10,000 – a fee of \$350
- 7.2.11.b For advances from \$10,001 to \$25,000 – a fee of \$700
- 7.2.11.c For advances from \$25,001 to \$50,000 – a fee of \$1,050
- 7.2.11.d For advances from \$50,001 to \$75,000 – a fee of 1,400
- 7.2.11.e For advances from \$75,000 to \$100,000 – a fee of \$1,500
- 7.2.11.f For advances from \$100,001 to \$200,000 – a fee of \$1,600
- 7.2.11.g For advances from \$200,001 to 300,000 – a fee of \$1,700
- 7.2.11.h For advances from \$300,001 to \$400,000 – a fee of \$1,800
- 7.2.11.i For advances from \$400,001 to \$500,000 – a fee of \$2,900
- 7.2.11.j For advances from \$500,001 to \$600,000 – a fee of \$3,000
- 7.2.11.k For advances from \$600,001 to \$700,000 – a fee of \$3,100
- 7.2.11.l For advances from \$700,001 to \$800,000 – a fee of \$3,200
- 7.2.11.m For advances from \$800,001 to \$900,000 – a fee of \$3,300
- 7.2.11.n For advances from \$900,001 to \$1,000,000 – a fee of \$3,400

7.3 Repayment of the Advance

7.3.1. The Producer shall fully repay the amount of the Advance as specified in Section 2 of the Application, including accumulated interest and any fees or costs charged to the Producer, to the Administrator by the end of the Production Period in accordance with the following:

- 7.3.1.a where an Agricultural Product(s), in respect of which the Advance is made, is **sold to a buyer** named by the Administrator, by authorizing each buyer to withhold from such proceeds an amount in respect of each sold unit of Agricultural Product(s) and at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.0.5 of the Application), and to remit to the Administrator such amounts withheld until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid; or
- 7.3.1.b where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **thirty (30) calendar days** of receipt of payment or within **sixty (60) calendar days** of delivery to the buyer, whichever is earlier, an amount at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.0.5 of the Application) until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. Each repayment should be supported by proof of sale;
 - 7.3.1.b.i. Notwithstanding Paragraph 7.3.1.b of the Terms and Conditions above, where the Producer enters into a basis contract(s) on the Agricultural Product(s), the requirement to pay the Administrator within sixty (60) calendar days of delivery to the buyer shall be extended to **ninety (90) calendar days** where: the Producer will not receive payment at the time of delivery, the Producer provides a copy of the basis contract(s) to the Administrator, and the Producer provides proof of sale with the repayment; or
- 7.3.1.c where the Producer has assigned or otherwise agreed to transfer, payments from an Eligible BRM Program listed in Section 2 of the Application, as applicable, the Producer agrees that that these payments will be applied by the Administrator, within **five (5) calendar days** of receipt, until the amount of the outstanding Advance and the interest payable by the Producer is repaid. The Administrator will reimburse any amount received from the Eligible BRM Program in excess of the outstanding Advance to the Producer within **seven (7) calendar days** of receipt.

7.3.2. Where Agricultural Product(s) in respect of which an Advance was made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than the **end of the applicable Production Period**. A repayment schedule may be used on lieu of the requirement for the Producer to provide proof of sale, especially where the Agricultural Product(s) is Non-Storable.

7.3.3. In addition to the mandatory payments under Paragraphs 7.3.1.a, or 7.3.1.b, above, the Producer may choose to reimburse the Advance:

- 7.3.3.a by making a repayment(s) without proof of sale prior to or on the last day of the Production Period of up to the greater of \$10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer chooses to repay an amount in excess of such amounts without proof of sale for the Agricultural Product(s), the Producer will be charged an interest penalty at the rate outlined in Paragraph 7.6.1.c of these Terms and Conditions, on the excess amount from the day the Advance was issued to the day the repayment was made. The Producer shall have **thirty (30)**

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and 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@CANADA.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program*, PPU 140. (2020).



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calendar days to pay the interest penalty or be declared in default;

- 7.3.3.b by paying directly to the Administrator any amount received by the Producer under an Eligible BRM Program; or
- 7.3.3.c by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale;
- 7.3.3.d notwithstanding Paragraph 7.3.2.a of these Terms and Conditions, by making a repayment without providing proof of sale if the Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of the repayment. As such, third-party verification will need to be provided or an inspection conducted, and may be at the expense of the Producer, including the Administrator's **inspection fee of NA**; or
- 7.3.3.e notwithstanding Paragraph 7.3.2.a of these Terms and Conditions, by making a repayment without providing proof of sale for Advance(s) taken on the Agricultural Product(s) listed in the attached schedule from the beginning of the Production Period until **2020-08-31 for Maple Syrup and 2021-01-31 for Storable products other than Farm Raised Fur** or until the end of the Production Period, whichever is earlier, provided that the Producer is able to confirm the units in production to the satisfaction of the Administrator.
- 7.3.4. In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s), or part of the Agricultural Product(s) to a buyer(s) in the manner described in Paragraph 7.3.1.a of these Terms and Conditions, the Producer shall:
 - 7.3.4.a indicate in writing to the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling the said product(s) to such buyer(s);
 - 7.3.4.b notify the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and
 - 7.3.4.c remain liable to the Administrator for repayment of any part of the Advance where said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
- 7.3.5. The Producer agrees that the full amount of repayments received by the Administrator will be applied first to the portion of the Advance on which the Minister pays the interest (interest-free) until it is repaid, before being applied to any other amount owing under this Repayment Agreement.
- 7.3.6. If a Producer that is an individual (sole proprietor) dies or is declared legally incapable of making decisions, no interest penalty will be applied for failing to provide proof of sale or documentation of disposal.

7.4. Security Interests

- 7.4.1. The Producer hereby grants a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure repayment of the debt owing to the Administrator arising from this Repayment Agreement. The Producer declares that the Administrator's security interest in the Agricultural Product(s) shall rank prior to the interest of any other secured creditor. The Producer confirms that signed priority agreements have been obtained from all secured creditors who have or may be entitled to a security interest in the Agricultural Product ranking ahead of the Administrator, including those listed in Section 1.9 of the Application or otherwise identified through lien search. The Producer agrees that upon default, the Administrator has the right to seize the Producer's Agricultural Product(s), and any Agricultural Product(s) produced in a subsequent Production Period, wherever situated, sell the Agricultural Product(s) as it sees fit, and apply the sales proceeds to reduce the Producer's debt owing to the Administrator arising from this Repayment Agreement, including interest and any legal default management costs, until fully repaid.
- 7.4.2. To further secure the Advance, the Producer hereby irrevocably assigns:
 - 7.4.2.a for all Eligible BRM Programs listed in Section 2 of the Application, as applicable, with the exception of AgriStability and ASRA, their current year payments under the Eligible BRM Program(s) to the Administrator to secure repayment of the debt owing by the Producer to the Administrator arising from this Repayment Agreement; or
 - 7.4.2.b where the Eligible BRM Program(s) listed in Section 2 of the Application, as applicable, are AgriStability and/or ASRA, their current year, and any future year, payments under the Eligible BRM Program(s) to the Administrator to secure repayment of the debt owing by the Producer to the Administrator arising from this Repayment Agreement.

The Producer agrees that these BRM Program payments will be paid automatically to the Administrator until the debt owing by the Producer to the Administrator arising from this Repayment Agreement is repaid in full. The Producer declares that the assignment of these BRM Program payments to the Administrator takes priority over any other security interest. The Producer confirms that all necessary signed priority agreements with any secured creditor have been obtained such that the Administrator's security interest in these BRM Program payments shall rank in priority to any other interests. The Producer agrees and understands that the Administrator may register financing statement(s) on these BRM Program payments at such provincial Property Security registries as the Administrator determines advisable. The Producer hereby waives all rights to receive from the Administrator a copy of any financing statement or confirmation statement issued at any time

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respecting the Administrator's security interest in these BRM Program payments.

- 7.4.3 Through no fault of the Producer, should the quantity of the Agricultural Product(s) used to secure the Advance not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have **thirty (30) calendar days** to either repay the part of the outstanding amount of the Advance that exceeds the reduced coverage or make application for an advance on another Agricultural Product(s) and have the proceeds of the advance amount applied to the deficit. Failing this, the Producer will be declared in default.
- 7.4.4 Should the quantity of the Agricultural Product(s) used to secure the Advance be reduced, through an act of the Producer, and not be sufficient to justify the outstanding Advance, the Producer will be immediately declared in default.
- 7.4.5 Where a Reseeding Benefit is available and the Producer suffers a loss prior to the associated reseeding deadline, the Producer agrees to reseed in order to ensure that they continue to qualify for a full crop insurance indemnity should additional losses be experienced. Otherwise the Producer will be considered in an overpayment situation on the unsecured amount and will have **thirty (30) calendar days** from the reseeding deadline to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- 7.4.6 For the purposes of giving effect to any of the Producer's undertakings under the Repayment Agreement, notably concerning the priority agreement, the security and assignment of rights, the Producer shall make, execute and deliver to the Administrator any documents or agreements as the Administrator may reasonably request, including security agreements, assignments and financing statements.
- 7.5. Default**
- 7.5.1 The Administrator shall declare a Producer in default and immediately inform the Producer of the same, if the Producer:
- 7.5.1.a provides false or misleading information to the Administrator for the purpose of obtaining a guaranteed Advance, or evading compliance with an undertaking to repay amounts owing;
 - 7.5.1.b is, in the Administrator's opinion, at fault for causing or contributing to a decrease in the value of the security taken by the Administrator on the Advance(s) taken under this Repayment Agreement, and, as a result, in the opinion of the Administrator, the value of the security is less than the amount outstanding on the Advance(s);
 - 7.5.1.c has not met all of the obligations under the Repayment Agreement within **twenty one (21) calendar days** after the day on which the Administrator mails or delivers a notice to the Producer stating that the Producer has had, in the opinion of the Administrator, adequate opportunity to meet the obligation, and requesting that the Producer meet it;
 - 7.5.1.d has not met all their obligations under the Repayment Agreement at the end of the Production Period for which the Advance was made;
 - 7.5.1.e has recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*, is subject to a receiving order under that Act, or is bankrupt, or is seeking protection under any other insolvency or bankruptcy related statute and has not met their obligations under the Repayment Agreement; or
 - 7.5.1.f at any time, breaches irremediably any substantial obligation under the Repayment Agreement or under a Stay of Default.
- 7.5.2. Upon default, the Producer is liable to the Administrator for:
- 7.5.2.a the outstanding amount of the guaranteed Advance;
 - 7.5.2.b the interest specified and at the rates specified in Subsection 7.6.2 of these Terms and Conditions on the outstanding amount of the Advance, calculated from the date the Advance was issued until the Advance is repaid;
 - 7.5.2.c the costs incurred by the Administrator to recover the outstanding amount and interest, including legal costs approved by the Minister, which may be recovered from the Producer in the form of a **default management fee of NA**. Where applicable, the default management fee is due to the Administrator no later than **NA calendar days** following the date the Producer is notified of the fee.
- 7.5.3. The Producer agrees that upon default, based on the assignment set out in Section 2 of the Application and Subsection 7.4.2. of the Terms and Conditions, the Administrator has the right to use the amounts payable to the Producer under the Eligible BRM Program for the repayment of the amount of the Advance plus interest costs provided for in this Repayment Agreement. Such assignments will be registered at the time of the Advance.
- 7.5.4. If the Producer is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to all rights of the Administrator against the defaulted Producer and against any other persons liable under this Repayment Agreement. The Producer is liable to the Minister for the amounts as set out in Subsection 7.5.2 of these Terms and Conditions, as well as the costs incurred by the Minister to recover these amounts, including legal costs.
- 7.5.5. For the purpose of this Repayment Agreement, the following ineligibility period requirements of will be applied by the Administrator:



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- 7.5.5.a **No ineligibility period** where the defaulted Advance is repaid within six (6) months of being declared in default;
- 7.5.5.b An ineligibility period of **one (1) year from the date of full repayment** where the defaulted Advance is repaid beyond six (6) months of being declared in default;
- 7.5.5.c An ineligibility period of **two (2) years from the date of full repayment** where the Producer has defaulted twice within the last three (3) years that the Producer has participated in the program;
- 7.5.5.d An ineligibility period of **three (3) years from the date of full repayment** to AAFC where the defaulted file has been paid under the guarantee by the Minister;
- 7.5.5.e An ineligibility period of **six (6) years from the date of recovery** of the debt in accordance with the terms a compromise settlement;
- 7.5.5.f An ineligibility period of **three (3) years from the date of full repayment** where the Minister has had to write off the Producer's debt under the program; or
- 7.5.5.g An ineligibility period of **seven (7) years from the date of discharge** where the Producer has declared bankruptcy under the *Bankruptcy and Insolvency Act*, or under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act*.
- 7.5.6. Pursuant to Section 23(4) of the AMPA, the Producer agrees that if they reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of **six (6) years** from the day on which the Minister is subrogated as per section 5 of the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.
- 7.6. Interest Rate**
- 7.6.1. The interest payable by the Producer during the Program Year while in compliance with the AMPA and this Repayment Agreement will be:
- 7.6.1.a Zero percent (0%) on the amount designated as interest-free;
- 7.6.1.b **Prime less one-quarter (¼) percent** on the amount designated as interest-bearing. If the interest rate negotiated with the **Royal Bank of Canada (RBC)** is different than what is charged to the Producer by the **Agri-Commodity Management Association (ACMA)**, the difference should be used to cover the costs of administering the APP; and
- 7.6.1.c **Prime plus one (1) percent** in penalty interest in the event the Producer chooses to repay an amount in excess of the limit outlined in Paragraph 7.3.3.a. of these Terms and Conditions without providing proof of sale. The penalty interest will be applied to the amount in excess of the limit from the date the Advance was issued to the day the repayment was made and shall be paid by the Producer to the Administrator no later than **twenty-one (21) calendar days** of the end of the Production Period.
- 7.6.2. In the event that the Producer is declared in default, the interest payable by the Producer will be:
- 7.6.2.a the **Royal Bank of Canada (RBC)** Prime Rate plus one percent (Prime +1%) on the amount of the outstanding balance from the date the Advance was issued to the date the Producer was declared in default; and
- 7.6.2.b **Prime plus three (3) percent** on the amount of the outstanding Producer's liability from the date of default until the Advance, interest and all costs of collection are repaid in full.
- 7.6.3. In the event where the Producer is declared in default, the Minister makes payment under the guarantee and the Minister is subrogated the rights of the Administrator, the prime rate referenced in Paragraph 7.6.2.b will change from the prime rate of the Administrator's Lender to the average aggregated prime rate ("Prime business" rate) as published in the Daily Digest on the website of the Bank of Canada.
- 7.7. General Provisions**
- 7.7.1 The Producer agrees to provide the Administrator with any information requested by the Administrator to substantiate the statements made within this Application to further satisfy eligibility requirements. Failure to provide such documentation as requested by the Administrator may result in a rejection of the application or in being declared in default if the Advance has been issued.
- 7.7.2. The Producer is aware that a recalculation of the Advance may occur based on changes to market prices and that it could result in an overpayment with either a repayment or application of a new advance against the overpayment amount being required within **thirty (30) calendar days**.
- 7.7.3. The Advance under this Repayment Agreement is deemed to have been granted on that portion of the Producer's Agricultural Product(s) first sold. The Producer shall not dispose of any other part of this Agricultural Product(s), in any manner, before disposing of that portion of the Agricultural Product(s) for which the Advance was received. This means that a repayment must be made by the Producer with the first sale of the Agricultural Product(s).
- 7.7.4. This Repayment Agreement shall commence upon approval and execution of this Repayment Agreement by the Administrator, and shall terminate upon repayment of all amounts provided for in this Repayment Agreement.



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- 7.7.5 The Administrator or its authorized agent has the right to perform credit checks on the Producer and inspect the Agricultural Product at any time while the Producer has advances outstanding under the program.
- 7.7.6 The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product(s). If the Agricultural Product(s) or a portion of the Agricultural Product(s) for which an Advance was made ceases to be in marketable condition, the Producer shall be subject to the actions set out in Sections 7.4.3. or 7.4.4. of the Terms and Conditions depending on if the loss, destruction or damage was the Producer's fault or not.
- 7.7.7. The Producer shall respect the terms of the Eligible BRM Program(s) used as security and shall ensure the assignment of any payments from the Eligible BRM Program(s) to the Administrator up to the extent of the outstanding Advance, interest and costs/fee. The Producer must notify the Administrator within **seven (7) calendar days** if further requests for an assignment of the Eligible BRM Program proceeds are made, granted or registered.
- 7.7.8. This Repayment Agreement shall be interpreted in accordance with the laws of the province of **Nova Scotia**, Canada.
- 7.7.9. The Producer shall have multi-peril insurance coverage on their farming operation, which includes the entire Agricultural Product(s) for which the Advance was made, where the Agricultural Product(s) is stored on the premises. This coverage must be sufficient to cover the full extent of the Advance until the Producer's liability is repaid. If the Agricultural Product(s) is stored off-farm at a commercial storage facility, the Producer must ensure that the commercial storage facility has such insurance.
- 7.7.10. Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neutral whenever the context and/or the parties hereto require.
- 7.7.11. In the event that any part of this Repayment Agreement is found to be invalid by a court of law, then the Producer agrees to be bound by the terms and provisions of the balance of this Repayment Agreement.
- 7.7.12. This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon personal representatives to execute any instruments which may be necessary or proper to carry out the purpose and intent of this Repayment Agreement.
- 7.7.13. Where the Administrator determines that the Producer is insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the *Bankruptcy and Insolvency Act* or is seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*, the Producer's application must be rejected.
- 7.7.14. No amendment to this Repayment Agreement which may result in the reduction of the value of the security pursuant to Section 7.4.0 of these Terms and Conditions, other than an amendment to correct a clerical or mathematical error, shall be made without written permission of the Minister, except under the following circumstances:
- 7.7.14.a the value of the Agricultural Product(s) produced has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product(s) to the Producer's animals than to sell it; or
- 7.7.14.b the cost of feed has increased to the point where it is more beneficial to feed the Agricultural Product(s) to the Producer's animals than to purchase feed.
- 7.7.15. Unless authorised by the Minister, any amendment to the Repayment Agreement as per Subsection 7.7.14 of these Terms and Conditions will not be retroactive and will come into force on the day that the amendment is signed. The Parties recognize that any interest benefit received as a result of Paragraph 7.6.1.a of these Terms and Conditions before the coming into force of the amendment does not need to be reimbursed.
- 7.7.16. All parties herein agree that should there be any discrepancies between this Repayment Agreement and the *AMPA* and its regulations, the *AMPA* and its regulations will supersede this Repayment Agreement.
- 7.7.17. The Producer agrees that AAFC on behalf of the Minister may contact them for the purpose of evaluating the program.
- 7.7.18. If the Producer misrepresents information and/or fails to provide information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, all benefits under the APP may be forfeited, and the Producer may be subject an APP ineligibility period of **five (5) years**, exclusion from other Agriculture and Agri-Food Canada programs, and prosecution.
- 7.7.19. An appeal process is in place for cases where the Application is rejected. The appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application. The appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) it is determined that they are eligible to receive under the program.
- 7.7.20. Where the Administrator has submitted the Producer's file to AAFC for payment by the Minister under the guarantee and where AAFC has recovered the outstanding debt from the Producer in full or in part through a compromise settlement, and where there are still Default Management Fees owing to the Administrator by the Producer, the Administrator reserves the right to continue to pursue the repayment of these Default Management Fees from the Producer.



**Advance Payments Program (APP)
Application and Repayment Agreement for 2020
Individual – Storable/Non-Storable Products**

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8.0 DECLARATION OF CORPORATIONS, COOPERATIVES OR PARTNERSHIPS – Declaration of the Applicant

Eligibility

- 8.1) I am applying as an individual for an Advance payment pursuant to the Advance Payments Program (APP).
- 8.2) I am of the age of majority in the province where the farming operation is located and a Canadian Citizen or a permanent resident.
- 8.3) I am the Producer of the Agricultural Product(s) for which this Application is made, the owner of the Agricultural Product(s), responsible for marketing it, and it will be sold in my name.
- 8.4) Neither I, nor any of Related Producers listed in Section 1.6 of 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).
- 8.5) I am not ineligible under a Repayment Agreement made pursuant to the Agricultural Marketing Programs Act (AMPA), the Spring Credit Advance Program (SCAP) or the Enhanced Spring Credit Advance Program (ESCAP).
- 8.6) I declare that I have not recently filed a notice of intention to make a proposal or made a proposal under the Bankruptcy and Insolvency Act, am not subject to a receiving order under that Act, am 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.

Other Advances

- 8.7) I have disclosed on Section 1 of the Application all previous advances I have outstanding from this or other administrators for this or any other Program Year, including defaults on these advances where applicable.

Related Producers

- 8.8) I am not related, as defined for the purposes of the program, to any other Producer participating in this program, with the exception of those listed in Section 1 of this Application and Repayment Agreement.
- 8.9) I have provided to **Agri-Commodity Management Association (ACMA)** the necessary information and/or documentation to rebut the presumption of relatedness or to attribute the amounts advanced to Related Producers in accordance with Subsection 9(2) and 20(2) of the Act.

Security – Agricultural Product(s)

- 8.10) If I am requesting an Advance on a Storable Agricultural Product(s) in Post-production or Livestock, I have sufficient Agricultural Product(s) in storage to justify the amount advanced as outlined in Section 2 of this Application and Repayment Agreement.
- 8.11) I declare that in the case of Agricultural Product(s) 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.
- 8.12) I understand that Agricultural Product failure, spoilage, shrinkage, or the bankruptcy of the buyer does not relieve me from the obligation to repay the advance(s).
- 8.13) I have listed on Section 1.9 of the Application all secured creditors that have or may have a security interest in the Agricultural Product(s) with respect to which this Application is made.
- 8.14) No other person than those listed in Section 1.9 of this Application and Repayment Agreement has an interest in the Agricultural Product(s) with respect to which this Application is made.
- 8.15) I have submitted the duly completed Priority Agreement(s) required for every secured creditor that holds a lien or encumbrance on the Agricultural Product(s) listed in Section 2 of this Application and Repayment Agreement.
- 8.16) I declare that I have multi-peril insurance on my farming operation which includes coverage for all Livestock and/or Storable Agricultural Product(s) that are kept/stored on the farming operation for the purposes of this Repayment Agreement, and/or that where Livestock and/or Storable Agricultural Product(s) are stored with commercial storage facilities, that I have confirmed that the these storage facilities have such multi-peril insurance.

Security – BRM Program(s)

- 8.17) As indicated in section 1.1 of this Application, I have made an application for Production Insurance and/or am participating in an eligible Business Risk Management (BRM) program as outlined in Section 2 of this Application and Repayment Agreement and I have submitted a duly completed BRM Assignment Agreement(s) (Section 3) as required for the specific class(es) of Agricultural Product(s).
- 8.18) I will notify the administrator immediately of any changes to the coverage provided by the Eligible BRM Program(s) used to secure the advance(s) under this Repayment Agreement.
- 8.19) I have listed on Section 1.9 of the Application all secured creditors that have an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 8.20) I have submitted the duly completed Priority Agreement(s) required for every secured creditor that has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.



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8.21) No other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.

Default

8.22) I acknowledge that, in the event of a default, I may be denied access to other federal agricultural support programming or, alternatively the Minister of Agriculture and Agri-Food reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.

8.23) I 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.

Personal Information and Privacy

8.24) I have read the following privacy notice informing me of AAFC's use of my personal and business information.

The personal and/or business information collected through these forms, or otherwise collected for the purposes of my application and/or participation under Program, is collected under the authority of Section 10 of the Agricultural Marketing Programs Act.

By signing this Declaration form, I am indicating that I understand and consent to the following:

The APP is a federal program delivered by third-party Administrators, which will collect and use my personal and/or business information to administer the program on AAFC's behalf.

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 authorize **Agri-Commodity Management Association (ACMA)** to:

(a) collect my personal and/or business information contained in, with, or pursuant to this Application and Repayment Agreement and other APP forms;

(b) disclose my personal and/or business information, as well as associated records and documentation, to Agriculture and Agri-Food Canada for the purposes of administering the program, as well as for purposes that include but are not limited to those listed below; and

(c) disclose my personal and/or business information, as well as associated records and documentation, to the lender, other APP Administrators, provincial governments and their agencies, for the purposes of verifying APP entitlements, assignments and realization of security.

I understand that for further information regarding the use of my personal and/or business information by the APP Administrator or to make a formal request for access to my personal information, I can contact the Administrator through which I am applying.

Personal and/or business information disclosed to AAFC will be used to administer the program in accordance with the Privacy Act and Access to Information Act. Personal and/or business information disclosed to AAFC may also be used for purposes that include but are not limited to:

(a) assessment, auditing, statistical and other types of analysis and evaluation of the Program;

(b) evaluating the scope, direction and effectiveness of the Program and other federal agricultural programming in Canada; and

(c) contact me so as to conduct surveys relating to the delivery of this Program and other federal agricultural programming in Canada.

I have the right to request access to and correction of my personal information. Should I have questions concerning my personal information and its accuracy, use, or privacy, I understand that I can contact:

Access to Information and Privacy Director
Agriculture and Agri-Food Canada,
Floor 10, 1341 Baseline Road, Tower 7
Ottawa ON K1A 0C5
email: AAFC.Privacy-vieprivee.AAC@CANADA.CA

and reference AAFC's Personal Information Bank: Agricultural Marketing Programs Act: Advance Payments Program, PPU 140 (2020).



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Information on the Privacy Act and Access to Information Act is available at the following website: <https://laws-lois.justice.gc.ca/>. For further information about these Acts please contact the Access to Information and Privacy Director at AAFC.ATIP-AIPRP.ACC@canada.ca.

General

- 8.25) I understand that the Advance Rate per unit used to calculate my Eligible Advance was obtained by subtracting the Administrator's Percentage of **7.86 %** 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.
- 8.26) I acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first apply it to reduce the portion on which the Minister pays the interest.
- 8.27) I agree that a credit check and an inspection of the Agricultural Product(s) may be performed prior to issuing an advance and at any time while I have advances outstanding under the program.
- 8.28) If I am a current or former public office holder, public servant or Member of the House of Commons, I am 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.
- 8.29) Pursuant to Section 23(4) of the AMPA, I agree that if I reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of six (6) years from the day on which the Minister is subrogated as per Section 7.5 the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.
- 8.30) I understand that an appeal process is in place for cases where the Application is rejected. I understand that the appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application and that the appeal process concerns only program eligibility. I will not be able to appeal the advance amount(s) it is determined that I am eligible to receive under the program.

Application and Repayment Agreement

- 8.31) I declare that this Application is consistent with the purpose of the APP.
- 8.32) I certify that all of the information provided in this Application is true and correct in every respect.
- 8.33) I understand that failing to comply with application requirements may delay the processing of the Application or may render me ineligible for receiving an advance under the Program.
- 8.34) I understand that misrepresenting information and/or failing to disclose information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, may result in all benefits under the APP being forfeit (default), and/or an APP ineligibility period of five (5) years, exclusion from other Agriculture and Agri-Food Canada programs, and/or prosecution.
- 8.35) I 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.