



Western Cash Advance Program Inc.

APPLICATION FOR AN ADVANCE INTEREST ONLY PROVISIONS



Agriculture and Agri-Food Canada

Agriculture et Agroalimentaire Canada

Advance Payments Program

Programme de paiements anticipés

ALL APPLICATIONS MUST BE RECEIVED ON OR BEFORE

MARCH 31, 2024

Part 1B: Producer Info for Corporations/Cooperatives/Partnerships

ADVANCE PAYMENTS PROGRAM (APP) APPLICATION & REPAYMENT AGREEMENT

PROTECTED "A" ONCE COMPLETED

1.0 APPLICATION – PRODUCER INFORMATION FOR CORPORATIONS, COOPERATIVES OR PARTNERSHIPS

1.1 DOCUMENTATION

Administrators must verify the following for each Corporation/Cooperative/Partnership:

- Certificate of Incorporation / Proof of Partnership
Identity of signing authority verified (Photo identification required, i.e. driver's license. Health cards cannot be accepted.)
Type of identification provided:

1.1.1 Identification Questions

Responses to the questions in this subsection will be shared with Agriculture and Agri-Food Canada and may be used for reporting purposes and to inform future government policies, programs and communication activities. Self identification is voluntary.

A. Does your farming business's ownership group include significant representation (30% or more) from one or more of the following groups (check all that apply)?

- Indigenous Peoples
Please specify: First Nations, Metis Nation, Inuit, Unknown
Women
Gender parity (50% or more women and/or non-binary)
2SLGBTQI++
Visible Minorities
Persons with Disabilities
Youth (under 35)
An official language minority community (French-speaking people outside Quebec or English-speaking people in Quebec)
Please specify: English, French
Not applicable
Decline to identify

B. If your business's ownership group includes significant representation from an official languages minority group, was your farming business able to obtain APP information and services in the minority language?

- Not applicable (did not check official languages minority in QA)
No
Yes
Prefer not to answer

C. How many years of experience does the ownership group of your farming business have running a farm?

- 0-6 years
7-19 years
20 years and over
Prefer not to answer

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.
Provide CRA Business Number (if there is one)
All Shareholders / Partners must provide full address (i.e. street, street number, postal code, P.O. box).

Table with 3 columns: Legal Name of Business, APP ID, CRA Business Number

Indicate type of business: Corporation, Cooperative, Partnership



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APP ID	First Name	Last Name	Address	Phone Number	Date of Birth (YYYY-MM-DD)	% Interest in Operation
						%
						%
						%
						%
						%

Legal Address of Corporation/Cooperative/Partnership:

Street Address	City/Town	Province	Postal Code
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Business Phone # (Ext.)	Business Fax #	Email Address
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Mailing Address of Corporation/Cooperative/Partnership (if different from above):

Street Address	City/Town	Province	Postal Code
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Business Phone # (Ext.)	Business Fax #	Email Address
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Authorized Officer (person authorized to sign on behalf of the Corporation/Partnership/Cooperative):

Name	Relationship	Business Phone # (Ext.)
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1.3 DECLARATION OF BANKRUPTCY

- YES NO** Has the Corporation/Cooperative/Partnership declared bankruptcy within the past 7 years?
- YES NO** 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?

Name of Shareholders/Members/Partners who declared bankruptcy	Name of Shareholders/Members/Partners who declared bankruptcy

1.4 DECLARATION OF APP ADVANCE(S) RECEIVED FROM OTHER PRODUCER ORGANIZATIONS

- YES NO** Does the Corporation/Cooperative/Partnership or any shareholders/members/partners in the Corporation/Cooperative/Partnership have an outstanding advance with another APP Administrator?
- YES NO** Is the Corporation/Cooperative/Partnership or any of the shareholders/members/partners in the Corporation/Cooperative/Partnership in default with an APP Administrator?

Name of Shareholders/Members/Partners	Name of APP Administrator	Commodity Type	Program Year	Amount of Advance Received
				\$
				\$
				\$
				\$

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agricultural 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@AGR.GC.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2023)*.



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1.5 PRIMARY FINANCIAL INSTITUTION

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

1.6 RELATED PRODUCER DECLARATION

- 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 (corporation);
- One of the producers is entitled to 25% or more of the profits or revenues of the other producer (partnership or cooperative);
- 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 a 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.

Table with 3 rows of questions and YES/NO columns regarding related producer status.

1.6.1 RELATED PRODUCERS

If you answered YES to any of the questions in Section 1.6 then you must complete Section 1.6.1.

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

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

1.6.2 REBUTTAL OF RELATEDNESS BETWEEN 2 INDIVIDUAL PRODUCERS

- Answer the questions below for each related producer listed in section 1.6.1.
If you responded "no" to any of the questions below, you have not rebutted the presumption of relatedness with the producer in question.
If you responded "yes" to all the statements below, you have established that you deal at arm's length with the producer(s) in question, and the Administrator will request the appropriate documentation to support your responses, such as articles of incorporation, financial statements, leases, receipts, etc.
Attach a separate sheet if required.

1. Name of the Related Producer:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	YES	NO
b. You and the related producer are not employees or do not act as agents of the other.	YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	YES	NO
d. You and the related producer <u>do not</u> share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.	YES	NO
2. Name of the Related Producer:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	YES	NO
b. You and the related producer are not employees or do not act as agents of the other.	YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	YES	NO
d. You and the related producer <u>do not</u> share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.	YES	NO

PART 2 – AGRICULTURAL PRODUCT INFORMATION PERTAINING TO THE ADVANCE PAYMENTS PROGRAM (APP)

Type of Agricultural Product (A)	# Head on Feeder Cattle/Lambs Loan (B)	Amount of Loan Received for Feeder Associations Guarantee Act (C)	APP Current Advance Rate (D)	Amount of Eligible Advance (B x D) (E)	Advance Requested (the lesser of C or E)	Repayment Per Head Rate
1) Cattle or Lambs						
2) Cattle or Lambs						
3) Cattle or Lambs						
4) Cattle or Lambs						
5) Cattle or Lambs						

PART 3 – REPAYMENT AGREEMENT

In consideration of the Administrator granting an advance pursuant to the provisions of the Advance Payments Program, the parties hereunto agree as follows:

1.0 Definitions

- 1.1 “**AAFC**” means Agriculture and Agri-Food Canada.
- 1.2 “**Act**” means the Agricultural Marketing Programs Act (Canada), as amended from time to time.
- 1.3 “**Administrator**” means the **Western Cash Advance Program Inc.**, also known as **WeCAP** or its authorized agents.
- 1.4 “**Advance**” means an Eligible Advance approved and made by the Administrator or its agent to the Producer based on the actual or expected production of an Eligible Agricultural Product pursuant to the Feeder Associations Guarantee Act.
- 1.5 “**Advance Rate**” means the rate of issuance applicable to Advances issued prior to March 31, 2024 required to be used under the APP to calculate the Eligible Advance applied for by the Producer in the Application and under this Agreement for Agricultural Product in Production, Agricultural Product in Post-Production and Livestock, as the case may be.
- 1.6 “**Agreement**” means the Repayment Agreement, the above Preamble and Application, all supporting worksheets or documents, assignments, consents and authorities provided with this Application or subsequently hereafter provided by the Producer to the Administrator or its authorized agents, which are approved by the Administrator under the Feeder Associations Guarantee Act. In the event of any inconsistency between this Repayment Agreement, the above Application and any supporting documents under the Feeder Associations Guarantee Act, this Repayment Agreement shall apply.
- 1.7 “**Agricultural Product**” means an animal or plant of the Producer, including any product, food or drink that is wholly or partly derived from an animal or plant.
- 1.8 “**APP**” means the Advance Payments Program established under the Act and Regulations.
- 1.9 “**APP Electronic Delivery System**”, which is also referred to as “**APPEDS**” is the on-line system that electronically enables the submission of data relating to the delivery of APP, between AAFC and the Administrator.
- 1.10 “**Application**” means the application provided in Part 1 to 4 of these documents submitted by the Producer.
- 1.11 “**Common-Law Partner**” means an individual who has been cohabiting with a Producer in a conjugal relationship for a period of at least one (1) year.
- 1.12 “**Eligible Advance**” means the Advance the Producer is entitled to apply for as requested by the Producer as calculated and requested by the Producer in the Application and supporting documents under the Feeder Associations Guarantee Act, subject to the APP and review and approval by the Administrator.
- 1.13 “**Eligible Agricultural Product**” means Agricultural Product in Production, Agricultural Product in Post-Production, and Livestock, with respect to which the Producer may seek an Eligible Advance under this Agreement.
- 1.14 “**Eligible Producer**” means a producer of an Eligible Agricultural Product who continually owns this Eligible Agricultural Product, is responsible for marketing it and either is or was producing it, and who meets the eligibility requirements under the Act and the Regulations to apply for an Eligible Advance.
- 1.15 “**Final Date for Payment**” means the following dates on which the outstanding balance on the Advance indebtedness under this Agreement must be paid in full; (a) September 30, 2024 for lambs, and (b) March 31, 2025 for cattle and Continuous Flow Operations.

PART 3 – REPAYMENT AGREEMENT (CONTINUED)

- 1.16 **"Feeder Association"** means an agent of the Administrator expressly authorized to act on behalf of the Administrator for the purposes of delivering the APP.
- 1.17 **"Feeder Associations Guarantee Act"** means the provincial guarantee program in which the Producer participates and that is supplemented by the APP in accordance to this agreement.
- 1.18 **"Fees"** means all fees payable by the Producer to the Administrator pursuant to this Agreement including all administration fees and fees payable for NSF payments.
- 1.19 **"Government of Canada"** means His Majesty the King in Right of Canada.
- 1.20 **"Interest"** means all interest payable by the Producer to the Administrator or its authorized agents pursuant to this Agreement, including additional interest payable when a Producer is in Default.
- 1.21 **"Livestock"** means cattle and lambs.
- 1.22 **"Minister"** means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.23 **"Producer"** means the individual, corporation, cooperative, or partnership identified in Part 1 of this Application that has completed and signed the Application, one or more supporting documents under the Feeder Associations Guarantee Act, and this Agreement, and who has represented and declared that the Producer is an Eligible Producer.
- 1.24 **"Production Period"** is the period that commences on April 1, 2022 for all Eligible Agricultural Products, and which ends on the following dates:
(a) September 30, 2024 for lambs, and (b) March 31, 2025 for cattle and Continuous Flow Operations.
- 1.25 **"Production Unit"** is the unit of production of an Eligible Agricultural Product, as described in the Advance Rate for that product.
- 1.26 **"Program Year"** means 2023/2024.
- 1.27 **"Regulations"** means the Agricultural Marketing Programs Regulations (Canada), as amended from time to time.
- 1.28 **"Related Producers"** are producers who do not deal with each other at arm's length and, in the absence of proof to the contrary, are presumed to be related to one another in any of the following circumstances: (a) The Producer controls, directly or indirectly in any manner, the other producer; (b) The Producer is controlled, directly, or indirectly in any manner, by the same person or group of persons as the other producer; (c) The Producer carries on a farming operation in partnership with the other producer; (d) The Producer shares any management services, administrative services, equipment, facilities or overhead expenses of a farming operation with the other producer, but is not in partnership with that other producer; (e) One of the Producers is a spouse or Common-Law Partner of the producer; (f) One of the Producers owns at least 25% of the voting shares of the other producer; (g) One of the Producers owns at least 25% of a corporation that directly or through any other corporation owns 25% of the voting shares of the other producer; (h) One or more of the Producer is entitled to 25% or more of the profits or revenues from the other producer.
- 1.29 **"Sales Repayment Schedule"** means a schedule of pre-authorized payments or debits which coincide with the Producer's anticipated marketing dates for an Eligible Agricultural Product.
- 2.0 Issuance of the Advance**
- 2.1 Agriculture and Agri-Food Canada will set the advance rate by way of agreement with the Administrator and only those eligible amounts will be entitled for interest reimbursement. Under the APP, AAFC may set the Advance Rate of up to 50% of the expected selling price and subject to change at any time.
- 2.2 The Producer and any related producers are only entitled to receive the \$250,000 interest-rebate entitlement under the APP once during the production period by all administrators and programs. AAFC will pay interest during the Production period on loans issued under the Feeder Associations Guarantee Act, however; **Agriculture and Agri-food Canada will not continue to pay interest on any outstanding amounts after March 31, 2025.**
- 2.3 Based on the information provided by the Producer in the Repayment Agreement, the Administrator shall calculate the Eligible Advance (amount for interest-free provision) in accordance with this Application, and calculate the Producer's interest-free entitlement under the APP.
- 3.0 Payment of interest rebate**
- 3.1 The interest to be reimbursed by the Minister under this Repayment Agreement shall be calculated at the Prime Rate minus one quarter (1/4) of one percentage point per annum (Prime -0.25%) or the rate of interest charged by the producer's Lender whichever is less, accruing during the production period on the first \$250,000 of the total amount advanced to the producer under the APP for all the producer's agricultural products and the percentage of the amounts advanced to related producers under the APP, for all their agricultural products that are attributable to the producer pursuant to Subsection 9(2) of the AMPA.
- 4.0 Repayment of the Advance**
- 4.1 The Producer shall repay the total amount of all Advance as specified in this Agreement to the Administrator by repaying the loan(s) under the Feeder Associations Guarantee Act by selling the cattle as per the terms of the Agreement signed by the Producer under the Feeder Associations Guarantee Act with the Producer's Feeder Association, and any extension granted, including all interest, all fees, and penalties pursuant to this Agreement.
- 4.2 The Producer agrees that the proceeds from the first sales of the cattle or lambs will be applied against the eligible amounts for interest reimbursement before applying the proceeds against other non-eligible amounts.
- 4.3 **The minimum amount to be paid by the Producer when Eligible Agricultural Products on which an Advance has been made are sold or disposed of shall be no less than the Advance Rate for the Eligible Agricultural Product in effect at the time the Advance was issued to the Producer multiplied by the number of Production Units sold or disposed of,**
- 4.4 **For Continuous Flow Operations, Producers who receive an Advance for a Continuous Flow Operation are not required to make repayments from the sale proceeds of Livestock or to provide proof of sales for their livestock, so long as they maintain the permanent inventory set out in their Application, provided that if there is a reduction in the permanent inventory which is not immediately replaced:**
- (a) **if the reduction in permanent inventory is not attributable to a decision of the Producer to reduce their inventory, the Producer shall pay the amount of the Overpayment together with interest on that portion from the date of the Advance (other than the portion on which interest has been paid by the Government of Canada) within thirty (30) days of the date of the notice is provided to the Producer requiring the Overpayment to be made. If payment is not made, the Administrator may declare the Producer in Default, and**
- (b) **if the reduction in permanent inventory is made as a result of a decision of the Producer to sell or dispose of or otherwise reduce their permanent inventory, the Producer shall no longer be a Continuous Flow Operation, and shall provide Proof of Sale with respect to all Livestock sold or disposed of in relation to the reduction in permanent inventory, and also provide Proof of Sale for all future sales in accordance with this Agreement. The amount of the Overpayment shall be paid to the Administrator within thirty (30) days from the date notice is provided by the Administrator to the Producer to do so, failing which the Administrator may declare the Producer in Default**
- 5.0 Default**
- 5.1 A default under the Feeder Associations Guarantee Act means the Producer shall be declared in default under both Feeder Associations Guarantee Act and the APP. For more clarification, review Section 21 of the AMPA.
- 5.2 Once in default the Producer must repay all interest paid on the Producer's behalf. The Producer will be considered ineligible for further interest payments under the APP for a period as set out under the APP starting from the time the full amount of the loan(s) and interest have been repaid.

PART 3 – REPAYMENT AGREEMENT (CONTINUED)

6.0 Interest, Fees, Penalties and Legal Costs

- 6.1 Lenders Rate: Is the interest rate payable to the Feeder Associations by the lender or financial institution to the Producer in administering the APP.
- 6.2 Loss of Interest-Free Benefit: The Producer shall lose the Interest-Free benefit and shall be required to pay Interest on all portions of the Advance which would otherwise be Interest-Free after the date the Producer is in Default.
- 6.3 Administrator's Fees: A non-refundable application fee of \$250.00 plus GST which may be deducted by the Administrator and paid from the Producer's rebate claim.
- 6.4 Legal Costs: In the event a Producer is in Default of the Producer's obligations under this Agreement, the Producer shall pay the full amount of all legal costs incurred by the Administrator in recovering, or attempting to recover the Advance Indebtedness hereunder and in protecting and enforcing the security granted hereunder on a solicitor and client full indemnity basis.

7.0 Representations and Warranties

- 7.1 The Producer represents and warrants to the Administrator as follows:
- (a) he/she is applying as an individual for an Advance payment pursuant to the APP;
 - (b) he/she is the age of majority in the province where the farming operation is located;
 - (c) he/she is a Canadian Citizen or Permanent Resident, as such term is defined in Section 2 of the *Immigration and Refugee Protection Act*;
 - (d) neither the Producer nor any Related Producers have any outstanding Eligible Advance from previous Production Periods for any Agricultural Products, that have not been identified in this application, and neither the Producer nor any Related Producers are in Default under any Repayment Agreement pursuant to the Act;
 - (e) the Producer is not ineligible under an Advance Guarantee Agreement made pursuant to AMPA;
 - (f) the Producer has not filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*, is not subject to a receiving order, and is not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the *Companies Creditor's Arrangement Act* or the *Farm Debt Mediation Act*.
 - (g) all previous advances outstanding from the Administrator, or other administrator for this or any other Program Year, including default on these advances where applicable, are disclosed in the Application.
 - (h) he/she is not related, as described in the definition of "Relatedness Person" to any other producer participating in the APP other than those listed in this Application.
 - (i) he/she have provided to the Administrator the necessary information and/or documentation to rebut the presumption of relatedness or to attribute the amounts advanced to Related Producers in accordance with Subsections 9(2) and 20(2) of the Act.
 - (j) if the Advance being sought is on Livestock, the Producer has sufficient Agricultural Product(s) to justify the amount advanced as outlined in the Application and any Applicable supporting documents.
 - (k) the Eligible Agricultural Product listed or pledged as security in this Agreement is/are of marketable quality and shall be stored or maintained, as such, until disposed of in accordance with the terms of this Agreement.
 - (l) any failure, spoilage, shrinkage, or the bankruptcy of a buyer does not relieve the Producer from the obligation to repay the Advance(s);
 - (m) the Producer acknowledges that, in the event of default, he/she may be denied access to other federal agricultural support programming or, alternatively the Minister reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs;
 - (n) if the Producer is a current or former public office holder, public servant or Member of the House of Commons, the Producer is not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles, and the Producer is in compliance with the applicable federal conflict of interest or ethical principles, rules and obligations;
 - (o) the Producer is not required by the *Income Tax Act* (Canada) to report income from other farming operations or other corporations carrying on a farm business, other than the one(s) named in the Application, in the event that the Producer is required to report such income, the Producer has provided to the Administrator a complete and accurate list of all other farming operations and corporations carrying on farm operations in which the Producer has an Interest;
 - (p) the Producer has made all appropriate income tax filings when due and has paid all income taxes due thereunder;
 - (q) there are no outstanding judgments or awards against the Producer;
 - (r) the contents of all documents furnished to the Administrator by or on behalf of the Producer to induce the Administrator to advance the monies hereunder are true and correct and accurately set out all the facts contained therein;
 - (aa) If applicable, the Producer has full power, authority and capacity to execute and deliver this Agreement and the security contemplated therein and to carry out the transactions contemplated herein and therein, all of which have been duly executed and delivered by the Producer and are in full force and effect and constitute legal, valid and binding obligations of the Producer, and
 - (bb) If applicable, the Producer is and shall be during the time that any Advance remains outstanding, a body corporate duly incorporated, properly organized, validly existing in good standing and qualified to do business under the laws of the jurisdictions within which it is carrying on business.
- 7.2 If the Producer knowingly misrepresents information 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 AAFC programs and prosecution.

8.0 Privacy

- 8.1 Obtaining the Producer's Personal Information: The Producer hereby authorizes and consents to each of the Administrator and AAFC (and each of the respective agents, representatives, and employees) obtaining and using personal, credit, business and financial information, including, without limiting the generality of the foregoing, information relating to credit history, bureaus and reports, financial information, and supply/inventory levels from or through various agencies, banks, credit unions, trust companies, financial institutions, creditors, guarantors, lenders, grain elevators, producer organizations, suppliers of the Producer, government ministries, departments and agencies (federal, provincial or territorial) and such other entities as the Administrator or AAFC may deem necessary (collectively, "Providers") for the purpose of
- (i) assessing the eligibility and entitlements of the Producer under the APP; (ii) monitoring the continuing eligibility for Advances under the APP (including, without limitation, (ii) the verification of inventory levels, sales information, and buyers of Eligible Products); (iii) verifying and determining the status of Advances; (iv) facilitating any assignment or realizing upon any security provided by the Producer or any Guarantors in respect of the Agreement; (v) verifying, determining, and assessing the indebtedness and creditworthiness of Producers and/or Guarantors; (vi) obtaining and registering security over the property of the Producer or Guarantors; (vii) administering any priority agreements or other security contemplated within the Agreement; (viii) facilitating and ensuring the repayment of all Advances under the Act; (ix) statistical and evaluation purposes; and (x) as otherwise required for the proper administration of the APP and carrying out the Administrator's obligations under the Act (collectively, the "Purpose"). The Producer authorizes the Administrator and AAFC (and each of their respective agents, representatives, and employees) to contact any Providers for such Purpose. Without limiting the generality of the foregoing, the Producer agrees that a credit check and an inspection of the Agricultural Products may be performed by the Administrator (respective any of its agents, representatives, and employees) at any time while an Application is pending or during the period in which any Advance is outstanding.
- 8.2 Disclosing the Producer's Personal Information to Providers: The Producer consents to the collection, use and disclosure of personal, financial, business and commercial information about the Producer(s) and Guarantor(s) for the Purpose by the Administrator to any such Providers, and by Provider to the Administrator. The Producer acknowledges that copy of this Agreement may be provided to such Provider's authority to make any such disclosures of information contemplated herein.
- 8.3 Retention of Producer's Personal Information: The Producer acknowledges and agrees that the Administrator and AAFC will retain information provided by the Procedure in connection with any Application or Advance for at least six (6) years after the date of full repayment of said Advance by the Producer; provided that in the event of a default by the Producer, such information will be retained for a minimum of then (10) years from the day on which the payment is made by AAFC under the Act and the rights of the Administrator are subrogated to AAFC. Such information will be retained by AAFC for a period of at least six (6) years after repayment of the Advance, the last financial transaction, or the last action taken to recover the Advance, whichever occurs last.
- 8.4 Producer's Right to Request Access to Information: The personal and/or business information submitted on this form is collected under the authority of Section 10 of Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Protection and Electronic Documents Act (PEPEDA) 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 APP 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, Ontario K1A 0C5 or by email at AAFC.privacy-vieprivee.AAC@CANADA.CA and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2021).

PART 3 – REPAYMENT AGREEMENT (CONTINUED)

- 8.5 **Release of Information to Governments and Lenders:** The Producer authorizes the Administrator and AAFC to convey the information contained in, or provided in connection with, this Application and Agreement, as well as associated documentation, both personal and otherwise, to the Government of Canada and Provincial Governments and their respective agencies and the Feeder Associations for the purposes of verifying APP entitlements, administering the APP, and any assignment or realization of security.
- 8.6 **Consent to Contact Agents and Employees:** The Producer consents to the right of the Administrator and AAFC, and each of their respective agents and employees, to contact the Producer, or in the case of a producer who is a Corporation, Partnership, Cooperative, or Joint Venture, its employees, agents, shareholder, or members (as applicable) for purposes of evaluating and administering the Act.
- 8.7 **Consent to Contact other Creditors:** That in order to determine the Producer's financial situation, the Producer authorizes the Administrator, its agents, or its Credit Bureau, to disclose and obtain from the Producer's suppliers or from other financial institutions and from references the Producer has provided in this Agreement. The Producer authorizes the information provided in this Agreement may be given to the Producer's suppliers or financial institutions to whom it does business with. If the Producer has given the Administrator the Producer's personal information, the Administrator may treat it as information to be used as an aid to identify the Producer with the credit bureau and other parties. The producer agrees to the collection and release of information by the Administrator at their discretion and waive our right under *The Personal Information Protection and Electronic Documents Act* (Canada).
- 8.9 **Authorization to Collect and Disclose Information:** Feeder Associations and AAFC may disclose my information, including personal information within the meaning of *The Freedom of Information and Protection of Privacy Act*, to the Administrator and AAFC for the purpose of the APP. The information collected may include, but is not limited to, documents pursuant to the Feeder Associations Guarantee Act and lender loan documentation related to my business or farming operation.

9.0 General Provisions

- 9.1 **Substantiating Information:** The Producer covenants and agrees to provide the Administrator with any information, including a completed Statement of Inventory, 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 of this Advance that has been issued.
- 9.2 **Limitations of Actions:** Pursuant to Section 23(4) of the Act, the Producer agrees that if the Producer resides in a province in which provincial legislation allows for an extension of a limitation period, to extend the limitation period for a period of six (6) years from the day on which the Minister is subrogated to the rights of the Producer pursuant to this Agreement for the purpose of initiating actions or proceedings to recover any monies owing to the Government of Canada.
- 9.3 **Attribution:** The Producer acknowledges and agrees that the Producer's eligibility to an Advance under the APP may be reduced if the Producer is a Related Producer to another producer and that the amount of the reduction shall be the amount determined under the APP.
- 9.4 **Effective date:** This Agreement shall not take effect until it has been signed by the Producer and the Administrator.
- 9.5 **Right to Inspect:** The Producer acknowledges and agrees that an authorized representative of the Administrator shall have the right to enter the property where the Eligible Agricultural Product is being produced, maintained or stored to inspect the Eligible Agricultural Product, where the Administrator believes that there may be a need to verify Eligible Agricultural Product inventories or values.
- 9.6 **Appeal Process:** The Administrator has established an appeal process for cases in which an Application is rejected based on eligibility. The appeal will involve the review of the Application by employees of the Administrator who have a good knowledge of APP, and who did not participate in the initial decision to reject the Producer's Application. The decision of the Administrator's employees who review the Application will be binding and will not be subject to a further review or appeal. The appeal will only involve issues concerning eligibility. Decisions with respect to the amount of the Advance a Producer is entitled to are not subject to appeal or review.
- 9.7 **Amendments:** The following provisions apply to all corrections, changes and amendments proposed or made after this Agreement signed by the Producer:
- The Repayment Agreement shall be amended if, and only if, the amendments are agreed to in writing by the Administrator,
 - This Agreement shall be automatically amended to include any additional Advances made by the Producer by submitting additional Feeder Association Guarantee Act documents or other documents, assumptions, consents and authorizations, if the request is approved by the Administrator, and
 - Corrections, changes and amendments may be made to the Application after they have been signed by the Producer and before or after this Agreement is signed by the Administrator if they have been requested and agreed to by both the Administrator and the Producer. The Producer's request and agreement shall be conclusively established by a text, email, facsimile or other written or oral verification acceptable to the Administrator, without the correction, change or amendment being signed or initialed by the Producer. The Administrator if authorized to insert the corrections, changes and amendments thereby requested and agreed to by the Producer in the Application and the Feeder Associations Guarantee Act documents, and the Administrator's agreement is conclusively established by the initials thereto by an authorized representative of the Administrator.
- 9.8 **Time:** Time is of the essence of this Agreement.
- 9.9 **Entire Agreement:** This Agreement, the Application, and any attachments referred to herein constitute the entire agreement between the Producer and the Administrator relating to the subject matter of this Agreement and supersede all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, provided that the APP may be referred to, to interpret this Agreement, and both the Administrator and the Producer shall be bound by their obligations under the Act.
- 9.10 **Paramourcy:** All parties herein agree that should there be any discrepancies between this Agreement and the Act and its Regulations, the Act and the Regulations will supersede this Agreement. In the event of any inconsistency between this Agreement, the Preamble and any Feeder Associations Guarantee Act document, this Agreement shall apply.
- 9.11 **Plural and Gender/Joint and Several Liability:** Where the singular or masculine is used in this Agreement, the same shall be construed as including the plural or feminine or a body corporate, as the context may require, and whether this Agreement is signed by two Producers, or by a Partnership, or Joint Venture or Cooperative, the obligations of each Producer, partner and joint venturer shall be joint and several.
- 9.12 **No Assignments/No Set-Off by Producer:** The Producer may not assign this Agreement or the Producer's rights hereunder. The Producer will not have or claim any right of set-off or any counterclaim with respect to any Advance indebtedness payable by the Producer under this Agreement.
- 9.13 **Severability:** If any provision of this Agreement is determined by a Court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.
- 9.14 **Captions:** The captions in this Agreement have been inserted for reference and as a matter of convenience only, and in no way define, limit or enlarge the scope of meaning of this Agreement.
- 9.15 **Enurement:** This Agreement shall enure to the benefit of and be binding upon the personal representatives, executors, administrators and successors of the Producer and the successors and assigns of the Administrator.
- 9.16 **Receipt of Copy of this Agreement:** The Producer acknowledges receipt of a copy of this Agreement.
- 9.17 **Applicable Law:** This Agreement shall be governed in accordance with the law of the Province in which the Producer resides. Residence shall be conclusively established by the Producer's address set out in this Application. The Producer agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in courts of the Province of Alberta and the Producer does hereby attorn to the same.
- 9.18 **Counterpart:** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement. The parties hereto agree that this Agreement may be executed by facsimile, electronic signature, electronic submission, electronic uploading or any other electronic transmission, and any complete agreement so delivered is deemed to have been duly and validly delivered and be valid and effective for all purposes with the same legally binding effect as a manually signed, sealed and delivered paper copy of this document.
- 9.19 **Other Consequences of Default:** The Producer acknowledges that in the event of a Default, the Producer may be denied access to other federal agricultural support programs and that the Government of Canada has the right to set-off from any other federal agricultural support programs any outstanding Advance indebtedness payable by the Producer if the Producer is in Default under this Agreement.

PART 4 – PRODUCER’S DECLARATION AND SIGNATURE FOR APPLICATION AND REPAYMENT AGREEMENT

7. Producer’s Declaration and Signature for Application and Repayment Agreement

I/We the undersigned Producer(s) hereby certify and declare to the Administrator as follows:

1. This Declaration is delivered pursuant to the above Applicant and the above Repayment Agreement. The terms used in this Declaration have the meanings given to them in the Repayment Agreement.
2. I/We am applying to the Administrator for an Advance pursuant to the APP as an individual Producer or Producer or a sole proprietor.
3. I/We understand that I/We am/are solely responsible for ensuring compliance with all deadlines set out in the Repayment Agreement and under the APP, and to ensure that all documents, information, and funds required to be submitted in connection with the Application and the Repayment Agreement are completed and delivered to the Administrator within such deadlines, failing which I acknowledge that I may lose my eligibility to apply under APP, or that I/We will be in Default under the Repayment Agreement.
4. All of the information provided in the above Application, the attachments hereto, or otherwise provided to the Administrator are complete, accurate, true and correct in every respect, and I/We acknowledge and understand that providing false or misleading information may result in my Default under the Repayment Agreement, and the loss of all benefits related to the APP.
5. I/We understand that under the *Advance Payments Program (APP)* or *Agriculture Marketing Programs Act (AMPA)*, the Producer is responsible for ensuring that all individual producers, related producers, associates with Interest in the Agricultural Product in question and associated advances are clearly identified. For the purposes of applying as an individual producer, I am not required by the Income Tax Act (Canada) to report income from other farming operations or other corporations carrying on a farm business, other than the one named in this Application.
6. I/We understand that the failure to provide all information required for the Application may delay the processing of the Application or may render me/us ineligible to receive Advance under the APP for the denial of an Advance under the APP.

By signing below, I/We confirm that I/We, as authorized representative of the Producer, have made the above Application under the APP including the supporting documents under the Feeder Associations Guarantee Act attached hereto, and that I/We have provided all consents, authorizations, and waivers required by the Administrator in connection with APP. By signing below the Producer(s) agrees to the terms of the Repayment Agreement.

Producer Name (Partnership, Corporation, Cooperative)

Per: _____
(Signature of Authorized Representative)

Per: _____
(Signature of Authorized Representative)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

The above Application is hereby witnessed on behalf of the Administrator on _____, 20____.

(Signature of Witness)

Printed Name and Title: _____

Application Fee: Application Fee in the amount of \$262.50 (\$250.00 + GST \$12.50) payable to Western Cash Advance Program Inc. (“WeCAP”) will be deducted from the eligible rebate claim(s) and a fee \$125.00 + GST (if applicable) will be payable to the Local Feeder Association (LFA) at the time the eligible rebate claim is issued/paid by APP.

Western Cash Advance Program Inc. (‘WeCAP’), the Administrator

(Signature on behalf of Administrator)

Date: _____, 20____.

Printed Name: _____

Title: _____

Application: **Accepted** or **Declined/Ineligible**

Eligible Advance Amount: \$ _____

Interest Rebate Advance: \$ _____