



Western Cash Advance Program Inc.



Agriculture and Agri-Food Canada

Agriculture et Agroalimentaire Canada

Advance Payments Program

Programme de paiements anticipés

ADVANCE PAYMENTS PROGRAM APPLICATION AND REPAYMENT AGREEMENT 2024/2026 FOR SOLE PROPRIETORS IN ALBERTA AND SASKATCHEWAN

Eligible commodities:

Cash advances are available under Agriculture and Agri-Food Canada’s Advance Payments Program for various grains, oilseed, pulses, specialty crops, grass seed, hay, goats, sheep, cattle, and bison for Alberta and Saskatchewan. A complete list of eligible commodities can be found with the Advance Worksheets or at www.feederassoc.com.

Summary of Important Deadlines:

The following are important deadlines for applications, supporting documentation and repayment. Producers who receive a cash advance under the APP are solely responsible for meeting all program deadlines. If you have a third party (ie crop insurance or grain elevator) submitting any documentation to WeCAP on your behalf, it is your responsibility to ensure that information is received in our office on time.

Table with 2 columns: Date and Description of deadline. Rows include: April 1, 2024 (Accepting applications for 2024/2026 Advances), June 20, 2024 (Last date to apply for the first installment on 2024/2026 In Production Advance), July 31, 2024 (Last date to provide the Actual Seeded Acreage Report to receive the second installment on a 2024/2026 In Production Advance), December 31, 2024 (Last date to transfer a 2024/2026 In Production Advance to a 2024/2026 Stored Advance), January 31, 2025 (Last date to repay 2024/2026 In Production Advances), March 15, 2025 (Last date to apply for 2024/2026 APP Advances), September 30, 2025 (Last date to repay 2024/2026 Stored, Sheep, and Goat Advances), March 31, 2026 (Last date to repay 2023/2026 Advances on cattle and bison).

Completed applications may be submitted to:

wecap@feederassoc.com

Western Cash Advance Program Inc
100, 5908 50 Street
Leduc, AB. T9E 0R6

Fax: 1-587-635-5672

For questions or inquiries: 1-844-333-3377

Website: www.feederassoc.com

**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT SOLE PROPRIETOR**

PRIORITY AGREEMENT WITH WeCAP

1.10 BASIC INFORMATION

Producer Name (herein referred to as the "Producer")				APP ID	
List of Agricultural Products (herein referred to as the "Agricultural Product(s)"):					
Product No. 1	Product No. 2	Product No. 3	Product No. 4	Product No. 5	Product No. 6

1.11 DEFINITIONS

BRM means the Business Risk Management program(s) listed in the *Agricultural Marketing Programs Act* that can be used to secure an Advance.

1.12 ADMINISTRATOR INFORMATION (herein referred to as the "Administrator")

Name: WeCAP	Phone: 587-635-5669	Fax: 587-635-5672	Email: wecap@feederassoc.com
Street Address: 100, 5908 50 St	City/Town: Leduc	Province: Alberta	Postal Code: T9E 0R6

1.13 CREDITOR INFORMATION (herein referred to as the "Creditor")

Name:	Phone:	Fax:	Transit No. (if applicable):
Street Address:	City/Town:	Province:	Postal Code:

PART 1 – Complete this part if the Creditor HAS a lien or security on the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s).

✓ A separate signed Priority Agreement is required for each secured creditor listed on Part 1 of the Application or identified through a lien search. This may include, but is not limited to: banks with General Security Agreements on all of the applicant's property, input suppliers that have provided financing and have taken a security interest on the Agricultural Product(s) to secure the financing, etc.

The Creditor does hereby consent that:

In consideration of an advance being issued under the APP by the Administrator to the Producer, the Administrator and the Creditor agree that the security interest in the Agricultural Product(s) listed above for which the advance was issued, or the BRM program payment(s) related to the aforementioned Agricultural Product(s) as required for the Producer's advance, now held or to be held by the Administrator, shall rank prior to any lien or security on the said Agricultural Product(s) or any BRM program payment(s) relating to the Agricultural Product(s) given by the Producer to the Creditor, whether such security was given under the authority of the *Bank Act* or under the authority of a personal property security legislation in force in the province or by operation of any other law, but only to the extent of securing repayment to the Administrator of the advance issued under the APP up to the lesser of the principal amount of \$1,000,000 or the amount of \$_____, as set out in the Repayment Agreement entered into between the Producer and Administrator on _____ (YYYY-MM-DD), plus interest on that amount and any potential collection and legal costs. Any BRM program proceeds payable to the Producer from the date this Agreement is signed until full payment of the above-mentioned amounts shall be sent to the Administrator.

Notwithstanding the priorities set out in this Agreement, where the Creditor is a Bank or Lending Institution, the Administrator acknowledges that the Producer will operate bank accounts with the Creditor into which proceeds of property subject to the Administrator's security interest may be deposited. With the exception of any monies deposited in any accounts designated as trust accounts by the Producer for the benefit of the Administrator, the Creditor shall have no obligation to the Administrator with respect to any monies in any other account of the Producer maintained with the Creditor, or any monies that may be deposited therein or disbursed from any such other accounts, except for monies deposited therein after the Creditor has received notice from the Administrator and that the Administrator is thereafter exercising its rights in and to proceeds of the property subject to its security.

Prior to proceeding to enforce its security, the Administrator or the Creditor, as the case may be, shall provide reasonable prior written notice of such enforcement to the other party.

For the purposes of giving effect to any of the Producer's undertakings under this Priority Agreement, the Producer shall make, execute and deliver to the Creditor or the Administrator, any documents or Agreements as the BRM program administrator may reasonably request.

The Creditor has has not (please check one) taken an assignment of the Producer's _____ (name of BRM program) payments related to the Agricultural Product(s).

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*. (2024).

**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT SOLE PROPRIETOR**

THE CREDITOR MUST PICK A PAYMENT OPTION FOR THIS FORM TO BE VALID.

Where the Creditor has a lien or security on the Agricultural Product(s) and/or the BRM program proceeds related to the Agricultural Product(s), this Agreement is subject to the condition that the above mentioned advance, less any amounts legally held as an administrative fee, be payable:

- A) Jointly to the Producer and the Creditor and be remitted to the Creditor forthwith by the Producer and shall be applied in total or in part by the Creditor to reduce the Producer's indebtedness to the Creditor; or
- B) To the Producer.

This Agreement shall continue in full force and effect until the date upon which all advances referred to herein and interest outstanding on these advances are repaid to the Administrator by the Producer.

PART 2 – Complete this part if the Creditor DOES NOT have a lien or security on either the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s)

The Creditor hereby consents that:

- In consideration of an advance being issued by the Administrator to the Producer, the Creditor confirms that it does not have any lien of security pursuant to section 427 of the Bank Act, or pursuant to any other law of Canada or of the provinces, related to the Agricultural Product(s) or to the BRM program payment(s) related to the Agricultural Products(s) for the above mentioned Producer. However, this does not affect the Creditor's right to extend future credit and obtain security in support of the same Producer at the Creditor's discretion.

PART 3 – To be signed by the Creditor (regardless of security interest or lien), by the Administrator, and by the Producer.

This Agreement shall be governed by and interpreted in accordance with the laws of the province of _____.
IN WITNESS WHEREOF all parties hereunto set their hands and seals

Name of the Creditor

Name and Title of Authorized Officer of Creditor

Signature of Authorized Officer of Creditor

Date (YYYY-MM-DD)

Western Cash Advance Payment Program (WeCAP)

Name of the Administrator

Name and Title of the Authorized Officer of Administrator

Signature of Authorized Officer of Administrator

Date (YYYY-MM-DD)

Name of the Producer

Signature of Producer or its Authorized Officer

Date (YYYY-MM-DD)

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*. (2024).

- 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. **APP Ineligibility Following Default:** The Producer acknowledges and agrees that in the event the Producer defaults under this Agreement, the Producer shall not be eligible to apply for or to receive future Advances from the Administrator for the following ineligibility periods:
- 9.3.1. No ineligibility period where the Advance in Default is repaid within six (6) months from the date of Default;
 - 9.3.2. 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
 - 9.3.3. An ineligibility period of two (2) years from the date of full payment where the Producer has defaulted twice within a period of three (3) years;
 - 9.3.4. An ineligibility period of three (3) years from the date of full payment by the Producer to the Minister, where the amount in Default has been paid by the Minister to the Administrator, or where the Minister has waived a portion of a Producer's obligation to pay the Advance indebtedness pursuant to APP;
 - 9.3.5. An ineligibility period of six (6) years from the date of full payment if this ineligibility period is agreed to pursuant to the terms of a compromise settlement agreement;
 - 9.3.6. An ineligibility period of seven (7) years from the date the Producer has been discharged from bankruptcy if the Producer has declared bankruptcy under the *Bankruptcy & Insolvency Act* or following the completion of any compromise or settlement of the Producer's indebtedness pursuant to a proposal under this Act or the *Companies' Creditors Arrangement Act*.
- 9.4. **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.
- 9.5. **Effective Date:** This Agreement shall not take effect until it has been signed by the Producer and the Administrator.
- 9.6. **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.
- 9.7. **Notice of Loss, Destruction or Damage:** The Producer shall immediately provide the Administrator with written notice of any material loss, destruction or damage to the Agricultural Product, or if any portion of the Agricultural Product ceases to be in marketable condition, whether or not this has occurred through the fault of the Producer.
- 9.8. **Insurance:** The Producer shall have and maintain multi-peril insurance coverage on their farming operation which includes the entire Eligible Agricultural Product for which all Advances were made. This coverage must be sufficient to cover the full extent of the Advances until the Producer's liability is repaid. If the Eligible Agricultural Product is stored off-farm at a commercial facility, the Producer must ensure that the commercial facility has such insurance.
- 9.9. **Appeal Process:** The Administrator has established an appeal process for cases in which an Application is rejected on the basis of 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.
- 9.10. **AgriStability, Product Insurance Payments, and Insurance Payments Received by Producer:** In the event the Producer receives any AgriStability payments, Product Insurance Payments which have been provided as security for an Advance in relation to an Agricultural Product, the Producer shall immediately remit these payments to the Administrator, to the extent required by the Administrator to pay the advance Indebtedness. In the event the Producer receives other insurance proceeds, these proceeds shall also be remitted to the Administrator to the extent required by the Administrator to pay the outstanding Advance Indebtedness.
- 9.11. **Amendments:** The following provisions apply to all corrections, changes and amendments proposed or made after this Agreement is signed by the Producer:
- 9.11.1. The Repayment Agreement shall be amended if, and only if, the amendments are agreed to in writing by the Administrator;
 - 9.11.2. This Agreement shall be automatically amended to include any additional Advances made by the Producer by submitting additional Advance Worksheets, and related postponements, assumptions, consents, and authorizations, if the request is approved by the Administrator; and
 - 9.11.3. Corrections, changes, and amendments may be made to the Application and any Advance Worksheets 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 Advance Worksheets, and the Administrator's agreement is conclusively established by the initials thereto by an authorized representative of the Administrator.

- 9.12. **Amendments Resulting in Reductions in Security:** No Amendment to this Agreement which may result in the reduction of the value of the security granted to the Administrator, other than an amendment to correct a clerical or mathematical error, shall be made without written permission of the Minister, except where:
- 9.12.1. the value of the Stored Agriculture Product(s) has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product(s) of the Producer's animals than to sell it; or
 - 9.12.2. the cost of feed has increased to the point where it is more beneficial to feed the Agriculture Product(s) to the Producer's animals than to purchase feed.
- 9.13. **Time:** Time is of the essence of this Agreement.
- 9.14. **Entire Agreement:** This Agreement, the Application, and the Schedules 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.
- 9.15. **Paramountcy:** All parties herein agree that should there be any discrepancies between this Agreement and the Act and its Regulations, the Act and its regulations will supersede this Agreement. In the event of any inconsistency between this Agreement, the Preamble and any Advance Worksheets, this Agreement shall apply.
- 9.16. **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, the obligations of each Producer, partner and joint venturer shall be joint and several.
- 9.17. **No Assignment/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.
- 9.18. **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.
- 9.19. **Waiver of Receipt of Copies/PPSA Legislation:** The Producer hereby expressly waives the right to receive a copy of any financing statements, and statements confirming the registration of financing statements, that may be registered under the PPSA in connection with any security Interest created under this Agreement. All words and phrases which are defined in the PPSA and not otherwise defined in this Agreement shall have the meaning set forth in the PPSA unless the context requires otherwise.
- 9.20. **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.
- 9.21. **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.
- 9.22. **Receipt of Copy of this Agreement:** The Producer acknowledges receipt of a copy of this Agreement.
- 9.23. **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.
- 9.24. **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 or counterpart 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.
- 9.25. **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.

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 Producers 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/we acknowledge that I/we 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 further declare that I/we have multi-peril insurance coverage on my/our farming operation which includes the entire Eligible Agricultural Product for which all Advances are made and that if this Agricultural Product is stored off-farm at a commercial facility, that the commercial facility also has this insurance.
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 Advances under the APP for the denial of an Advance under the APP.
7. I/we have the authority to execute this Repayment Agreement including the Worksheets, Priority Agreement(s), and all scheduled documents attached hereto by way of electronic signature, and where signed by electronic signature shall abide by all policies of the Administrator with respect to electronic signatures and execution.
8. I/we consent to the Administrator redistributing the Advance among the Producer and Related Producers in order to maximize the interest-free benefits. I/we understand that in consenting, this redistribution may result in a reduction of the interest-free portion of the Advance, meaning that a portion may become interest-bearing, and the Producer will therefore be responsible for paying the interest on it. I understand that the Administrator will notify me of any redistribution affecting the Advance.

By signing below, I/we confirm that I/we have made the above Application under the APP including the Worksheets attached hereto, and that I/we have provided all assignments, consents, authorizations, waivers, and priority agreements required by the Administrator in connection with APP. By signing below, I also agree to the terms and conditions of the above Repayment Agreement.

Name of Producer

Date (YYYY-MM-DD)

Signature of Producer

The above Application is hereby accepted by the Administrator, Western Cash Advance Program Inc. as per the date below.

Name of Administrator

Date (YYYY-MM-DD)

Signature of Administrator