



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

PROTECTED "A" ONCE COMPLETED

3.1 DECLARATION OF THE APPLICANT

- 1) As it applies:
 - a. I am applying, on behalf of the Corporation/Cooperative which I represent, for an advance payment pursuant to the Advance Payments Program (APP).
 - b. We, being all the Partners of the Partnership stated in Part 1B of this Application (herein referred to as the "Partners"), apply for an advance payment pursuant to the APP.
- 2) At least one of the Partners/Shareholders/Members is of the age of majority and is a Canadian Citizen or a permanent resident.
- 3) At least one of the Partners/Shareholders/Members is principally occupied in the farming operation.
- 4) At least one of the Partners/Shareholders/Members is the producer of the Agricultural Product for which this Application is made, or one of the Partners/Shareholders/Members is entitled to the Agricultural Product as Landlord, Vendor, Mortgagee or Hypothecary Creditor.
- 5) No other person has an interest in the Agricultural Product with respect to which this Application is made and the Agricultural Product will be sold in the name of the Corporation/Cooperative/Partnership for which this Application is made.
- 6) Partners/Shareholders/Members who have an interest in the entity are listed in Part 1B of this Application and Repayment Agreement.
- 7) Neither of the Corporation/Cooperative/Partnership or any of the Partners/Shareholders/Members listed in this Application and Repayment Agreement or Partners/Shareholders/Members 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) The Corporation/Cooperative/Partnership that I represent is not ineligible under an advance guarantee agreement made pursuant to the *Agricultural Marketing Programs Act (AMPA)*, the *Spring Credit Advance Program (SCAP)* or the *Enhanced Spring Credit Advance Program (ESCAP)*.
- 9) As indicated in Section 1.2 of Part 1B of this application:
 - a) The Corporation/Cooperative that I represent has made an application for Production Insurance and/or is participating in an eligible Business Risk Management program as outlined in Part 2 of this Application and Repayment Agreement and I, being authorized to certify on behalf of the Corporation/Cooperative, declare having submitted a duly completed BRM Assignment Agreement (Appendix 2A or 2B) as required for the specific class of Agricultural Product.
 - b) We, the Partners, have made an application for Production Insurance and/or are participating in an eligible Business Risk Management program as outlined in Part 2 of this Application and Repayment Agreement and we further certify having submitted duly completed BRM Assignment Agreements (Appendix 2A or 2B) as required for the specific class of Agricultural Product.
- 10) The Corporation/Cooperative/Partnership that I/we represent, as the case may be, that is requesting an advance on a storable Agricultural Product in post-production or Livestock that is not subject to an Emergency Advance, has sufficient Agricultural product in storage to justify the amount advanced as outlined in Part 2 of this Application and Repayment Agreement.
- 11) Except in the case of Emergency Advances for "severe economic hardship" where the following does not apply, I or the Partners, as applicable, declare having submitted the duly completed priority agreements required for every secured creditor that has an assignment on the proceeds of the Business Risk Management program(s) used to secure the advance, as applicable, and/or that holds a lien or encumbrance on the Agricultural Products listed in Part 2 of this Application and Repayment Agreement.
- 12) I or the Partners, as applicable, agree that a credit check and an inspection of the Agricultural Product may be performed at any time while the advance is outstanding.
- 13) I or the Partners, as applicable, acknowledge that, in the event of a default, the Corporation/Cooperative/Partnership or its Partners/Shareholders/Members may be denied access to other federal agricultural support programming or, alternatively the Minister of Agriculture and Agri-Food Canada reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
- 14) I or the Partners, as applicable, declare that this Application is consistent with the purpose of the APP.
- 15) I or the Partners, as applicable, certify that all of the information provided in this Application is true and correct in every respect.
- 16) I or the Partners, as applicable, understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Corporation/Cooperative/Partnership that I represent, ineligible for receiving an advance under the Program.
- 17) I or the Partners, as applicable, agree, that I/we reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period and to take any necessary steps as determined by the Administrator to ensure that the limitation period for seeking a remedial order for claims arising from this application shall be extended from the date the Administrator knew, or in the circumstances, ought to have known, of the claim. Where possible according to the provincial legislation, I/we further agree that the extended limitation period should be of six years.
- 18) I or the Partners as applicable, authorize _____ (Administrator) and AAFC to :
 - a. collect the information contained in, with, or pursuant to this Application and Repayment Agreement. AAFC may use the information to verify and/or assess the Application, as well as to administer, audit, analyze, and evaluate the APP. The personal information provided will be protected under the federal *Privacy Act* and the provisions of the federal *Access to Information Act*. The personal information retained by AAFC will be held in Personal Information Bank PPU140. 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. A Producer may access their personal information held by AAFC by making a formal request under the *Privacy Act* in writing or by completing a Personal Information Request Form which is available through Info Source or at Web Site http://www.tbs-sct.gc.ca/tbsf-fsct/350-58_e.asp. Request should be mailed to: Agriculture and Agri-Food Canada, Access to Information and Privacy Coordinator, 1341 Baseline Road, Tower 5, 4th Floor, Ottawa, Ontario, K1A 0C5, Telephone: 613 773-1386, Fax: 613 773-1380.

Part 3B - Corporation/Cooperative/Partnership

- b. convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to provincial governments and their agencies, for the purposes of verifying APP entitlements, verification, assignment and realization of security.
 - c. convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP.
- 19) I or the Partners, as applicable, have read all the Terms and Conditions of the Repayment Agreement which are attached to and form part of this application and agree to comply with such terms and conditions.
- 20) If I am or any of the Partners/Shareholders/Members is, as applicable, a current or former public office holder, public servant or member of the House of Commons, I am or one of the Partners is, as applicable, not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.
- 21) I or the Partners, as applicable, acknowledge that, in cases where the applicant is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to the Administrator's rights against the applicant in default and against persons who may be personally liable under this repayment agreement.
- 22) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative as applicable: have not recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*; are not subject to a receiving order under that act; are not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*.

3.2 PRODUCER ATTESTATION

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

Signature of Application and Repayment Agreement for a Partnership

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

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

Print name of partner clearly

Signature of partner

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

Signature of witness

Print name of partner clearly

Signature of partner

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

Signature of witness

Print name of partner clearly

Signature of partner

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

Signature of witness

Signature of Application and Repayment Agreement for Corporation or Cooperative:

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

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

Print name of Authorized Signing Officer clearly

Signature of partner

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

Signature of witness

3.3 ADMINISTRATOR ATTESTATION

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

Signature of Administrator

Date (YYYY-MM-DD)