





# PRE-HARVEST / SPRING ADVANCE APPLICATION – 2024/25



# Please review these important details before beginning your application

# Eligibility

Individual Producers are eligible for a FarmCash advance and must be of legal age (18 years or older) and a Canadian citizen or a permanent resident. The producer must own the produced commodities and be responsible for the marketing of the commodities being applied for through the FarmCash program.

For cattle advances the Producer must own the livestock applied for on the advance and livestock must be born prior to applying.

# **Decision Appeals**

A rejected advance application can be appealed by the producer. An appeals committee at FarmCash will examine the justifications and supporting documentation submitted by the applicant for reconsideration. For further information, send an email to info@farmcashadvance.com.

# **Application Fee**

A non-refundable administration fee of \$250 will be deducted from each advance issued to the producer. This fee is payable to the administrator for the purpose of processing the application.

# Advance Limits

Producers can apply for a FarmCash Advance of up to \$1,000,000. The first \$250,000 is interest free subject to terms and conditions. The interest free provision and maximum advance is cumulative over all APP Administrators.

The maximum cumulative advance that can be issued to a Producer, including current outstanding advances (2022 and 2023) and eligible advances for 2024, can at no time exceed \$1,000,000.

# Security

Grains, oilseeds and pulse producers' must provide valid 2024 crop insurance coverage or be enrolled in 2024 AgriStability to be eligible for a pre-harvest advance. A producer must be enrolled in Business Risk Management (BRM) program.

- Livestock producers' must be enrolled in 2024 AgriStability or provide a valid Livestock Insurance Program (LPI) contract to be eligible for an advance.
- Whoney producers' must provide valid 2024 honey insurance coverage or be enrolled in 2024 AgriStability

### **Interest Charges**

Interest bearing advances are subject to interest rate at TD Prime Rate less 0.5% (calculated daily), which is calculated and applied to accounts on at least a monthly basis.

# Funds Issued to Producers

Producers applying for a pre-harvest Intended Seeding or Intended Honey Advance are eligible to receive 60% of their requested advance upon approval of their application. The remaining 40% will be issued when Alberta Grains receives the producer's Spring Report/ Actual Seeded Advance Declaration Report and for crops, a confirmed Seeded Acreage Report/Statement of Crop Insurance and Invoice. All recipients of a pre-harvest Intended Seeding Advance must submit this report by August 31, 2024; otherwise the advance becomes due immediately.

Producers applying for a Spring Advance, whether crops, honey or livestock, must submit a Post- Harvest/Fall Advance Report or have their account repaid in full by December 31, 2024.



- A field and/or inventory inspection may need to be conducted to ensure adherence to the Repayment Agreement. The producer is responsible for covering the cost of the inspection, payable to the administrator.
- Refusal of an inspection will result in an immediate default.
- Every program year, Alberta Grains conducts inspections on randomly selected recipients of Advances.

# Inspection Verification

- Additional criteria may be used in determining the inspection sample group, including: a) insufficient documentation of sale; b) advances repaid the last month before the program deadline; c) producers who had one or more defaults during the past three APP program years; and d) advances that FarmCash deems high risk.
- If upon inspection a producer is found to have an inventory shortage, the Producer will have 30 calendar days to repay the short amount or be declared in default.
- If your commodity is stored jointly with another producer, a clear breakdown by producer shall be provided at the time of inspection.
- Failure to comply with the Repayment Agreement, including, but not limited to full repayment by the end of the Production Period, will result in the Producer's account being declared in default.
- Upon default:

#### **Default**

- 1. An upfront default fee of 3% of the outstanding balance will be charged
- 2. The interest free benefit must be repaid;
- 3. Default interest is charged at the TD Prime Rate plus 1% on the outstanding balance from the date the advance was issued to the date of default;
- 4. Default interest is charged at the TD Prime Rate plus 3% on the outstanding balance from the date of default until repaid in full.
- Repayments are applied as follows:
  - 1. Interest-free principal portion of advance (if applicable);
  - 2. Interest charges applied (if applicable);
  - 3. Interest-bearing principal portion of advance (if applicable).

#### Repayment

- When multiple advances are outstanding, repayments are first applied on the basis of "oldest advance first".
- Repay through cheque, electronic funds transfer or grain dealer.

# Please review the following Repayment Deadline dates

	PRODUCTION PERIOD	REPAYMENT DEADLINE
Field Crops & Honey	Apr. 1, 2024 to Sept. 30, 2025 Oct. 1, 2023 to Sept. 30, 2025 (Winter Cereals)	Sept. 30, 2025
Livestock	Apr. 1, 2024 to Mar. 31, 2026	Mar. 31, 2026



# Repayment Requirements

- Producers are required to repay their Advance as they sell the commodities listed on their Advance.
- Repayment is required within 30 calendar days of receipt of payment.
- Repayments submitted outside of those deadlines may be subject to an interest penalty.
- Minimum repayment is calculated by multiplying the Advance Rate in effect at time of issuance by the number of units sold.
- Proof of sale documentation for repayments made directly to Alberta Grains must be provided.
- Below information must be contained in an acceptable proof of sale document:
  - O Date of sale
  - 0 Name of seller (including contact information)
  - Name of buyer (including contact information)
  - 0 Type of Agricultural product sold
  - Quantity of agricultural product sold  $\circ$
  - Monies (net amount) received for sales of agricultural product.
- Proof of sale documentation is required in all circumstances, except as noted below for crops and honey:
  - O Repayments without proof of sale in excess of the greater of \$10,000 or 10% of the total amount of the advance will be charged an interest penalty at the rate of TD Prime.
  - O For advances on crops and honey, proof of sale documentation is not required for repayments made from the beginning of the production period to January 31, 2025.
  - Refer to Section 3.0 of the Terms and Conditions for further details.

### **Proof of Sale**





# PRE/HARVEST SPRING ADVANCE CHECKLIST



\* Please review ancd complete the checklist to avoid application processing delays. Submit your paper work within five business days keen your snot in the queue

	to keep your spot in the queue.	
when complete	PRODUCER INFORMATION	PI
	ALL PRODUCERS REQUIRE A CRA BUSINESS NUMBER IN THIS SECTION  ALL PRODUCERS MUST AFFIRM WHETHER THEY HAVE	<b>*</b>
RELATED PRODUCERS	FILED, NOTIFIED, OR HAVE PREVIOUSLY DECLARED BANKRUPTCY UNDER THE BANKRUPTCY & INSOLVENCY ACT.	
ALL PRODUCERS MUST COMPLETE THIS DOCUMENT DECLARING ANY RELATEDNESS OF THE PRODUCER TO OTHER APP RECIPIENTS/PRODUCERS.	ALL PRODUCERS MUST DECLARE ANY OUTSTANDING ADVANCE FROM OTHER APP ADMINISTRATORS.  PAGE 5	<b>₩</b>
PAGE 6-7	PRIORITY AGREEMENT - SECURED CREDITO	PRI
	ALL PRODUCERS MUST COMPLETE THIS SECTION DECLARING ANY SECURED CREDITOR(S) THAT HAS, OR COULD HAVE SECURITY INTEREST OR LIEN ON THE THEIR	<b>※</b>
PRODUCER ATTESTATION	COMMODITIES.	
ALL PRODUCERS MUST CAREFULLY READ THE DECLARATION OF PRODUCER & REPAYMENT AGREEMENT.	PAGE 14-15	DU
PAGE 13	BUSINESS RISK MGMNT. FORM	BUS
	F YOU ARE USING AGRISTABILITY AS SECURITY, YOU MUST COMPLETE AND SIGN THIS FORM.	<b>※</b>
ASSIGNMENT OF INDEMNITY	PAGE 19	
SELECT THE CROP INSURANCE INDEMNITY FORM THAT IS APPLICABLE TO YOU, SIGN IT AND HAVE IT WITNESSED BY ANYONE WHO IS AT OR PAST THE AGE OF MAJORITY. THE		
FORM MUST BE SIGNED BY AN AUTHORIZED PERSON AS LISTED ON YOUR CROP INSURANCE CONTRACT. CROP INSURANCE DOES NOT NEED TO SIGN OR REVIEW THIS	THESE ADVANCE BATES ARE SESSIVE ADDIT 1	AD
DOCUMENT.	2023 BUT ARE SUBJECT TO CHANGE DURING THE APPLICABLE PRODUCTION PERIOD.	
PAGE 16-18	PAGE 27	
APPLICABLE TO YOU, SIGN IT AND HAVE IT WITNESSED ANYONE WHO IS AT OR PAST THE AGE OF MAJORITY. THE FORM MUST BE SIGNED BY AN AUTHORIZED PERSON LISTED ON YOUR CROP INSURANCE CONTRACT. CROP INSURANCE DOES NOT NEED TO SIGN OR REVIEW THIS	THESE ADVANCE RATES ARE EFFECTIVE APRIL 1, 2023 BUT ARE SUBJECT TO CHANGE DURING THE APPLICABLE PRODUCTION PERIOD.	AD



# **DOCUMENTS CHECKLIST**

**Mandatory Documentation \*** 

	2 PIECES OF VALID GOVERNMENT-ISSUED ID FOR ALL BORROWERS *					
		LIST A (Minimum One Required)		LIST B		
		Canadian driver's license		Canadian birth certificate		
_		Canadian passport		Possession and Acquisition License (PAL)		
DENTIFICATION		Certificate of Canadian Citizenship		Canadian Firearms License		
CAT		Permanent resident card		Immigration Canada Document IMM 1000, 1442, 5292		
뜯				or 5688		
EN		Certification of Naturalization (paper		Provincial or territorial health insurance card (where		
=		document or card)		permitted under provincial or territorial law. Cannot be		
				used in Ontario, Manitoba, Nova Scotia, or PEI.)		
		Certificate of Indian Status				
		Provincially issued ID card with photo (in lieu				
		of driver's license)				

CATEGORY	REQUIRED DOCUMENTS	CHECK
	Signed Loan Application Form *	
JAL	VOID Cheque or Direct Deposit Bank Form *	
ANC!	Personal or Corporate Tax Returns with a CRA Notice of Assessment (required for all advances \$400K and over *)	
N N	2 Years of Financial statements (required for all advances \$400K and over *)	
	Two Vendor Credit References (new borrowers *)	

I	CATE	GORY		REQUIRED DOCUMENTS					
	E CE	AL	PROOF OF INSURANCE		PROOF OF COLLATERAL				
	X AN	TER.							
	INSURA	ורא		Crop Insurance (Spring Advances) * AND/OR	☐ Production Report (Fall Advances & Stored Grains) *				
	Z	8		Business Risk Management (BRM) *					

CATEGORY	REQUIRED DOCUMENTS	CHECK
S E	Utility bills (e.g., electricity, water, phone)	
ADDRESS VALIDATE	Bank or Credit Card Statements	
AD	Government documents (e.g., NOA, GST statement)	
LEGAL DOCS (IF APPLICABLE)	Power of Attorney (if someone else will be signing loan documents on your behalf)	
LEGAL (I	Authorized Contact Form (if permitted to make inquiries on behalf of the business or borrower)	
	FOR INCORPORATED BUSINESSES / PARTNERSHIPS ONLY	
OF.	Certificate of Incorporation or Partnership *	
PROOF OF BUSINESS	Articles of Incorporation *	
PRC	Ownership Structure chart or Declaration of Shareholders, Directors & Partners *	
	Proof of Annual Filing *	





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# PRODUCER INFORMATION

# **SELF IDENTIFICATION QUESTION**



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. IF YOU DO NOT WISH TO PROVIDE THIS INFORMATION, YOU CAN CHECK "DECLINE TO IDENTIFY" OR "PREFER NOT TO ANSWER". FAILURE TO COMPLETE THE QUESTIONS WILL BE VIEWED AS CHOOSING "DECLINE TO IDENTIFY" OR "PREFER NOT TO ANSWER". AAFC IS COMMITTED TO THE FAIR AND TRANSPARENT DISTRIBUTION OF PROGRAM FUNDS. YOUR APPLICATION WILL NOT BE DEEMED INELIGIBLE OR ASSESSED LESS FAVORABLY BASED ON YOUR RESPONSES TO THESE QUESTIONS OR IF YOU DECLINE TO IDENTIFY.

	OUR FARMING BUSINESS'S OWNERSHIP GROUP INCLUDE SIGNIFICANT REPRESENTATION ( $30\%$ OR MORE) FROM ONE OR M LLOWING GROUPS (CHECK ALL THAT APPLY)?
	□ Indigenous Peoples
	PLEASE SPECIFY: ☐ FIRST NATIONS ☐ MÉTIS 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-SPEAKIN PEOPLE IN QUEBEC)
	PLEASE SPECIFY:   ENGLISH  FRENCH
	□ NOT APPLICABLE
	☐ DECLINE TO IDENTIFY
	BUSINESS'S OWNERSHIP GROUP INCLUDES SIGNIFICANT REPRESENTATION FROM AN OFFICIAL LANGUAGES MINORITY GROUF RMING BUSINESS ABLE TO OBTAIN APP INFORMATION AND SERVICES IN THE MINORITY LANGUAGE?
YOUR FA	RMING BUSINESS ABLE TO OBTAIN APP INFORMATION AND SERVICES IN THE MINORITY LANGUAGE?  NOT APPLICABLE (DID NOT CHECK OFFICIAL LANGUAGES MINORITY IN QA)  NO  YES
YOUR FA	RMING BUSINESS ABLE TO OBTAIN APP INFORMATION AND SERVICES IN THE MINORITY LANGUAGE?  NOT APPLICABLE (DID NOT CHECK OFFICIAL LANGUAGES MINORITY IN QA)  NO PES PREFER NOT TO ANSWER
YOUR FA	RMING 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    NOT APPLICABLE (DID NOT CHECK OFFICIAL LANGUAGES MINORITY IN QA)   NO   YES   PREFER NOT TO ANSWER

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 may be used for the purposes consented to in the Declaration. Individuals have the right to request access to a normation and privacy, belase 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).

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# PRODUCER INFORMATION

# PART<sub>1</sub>

# PRODUCER INFORMATION FOR SOLE PROPRIETORS

#### 1.1 CONTACT INFORMATION

<b>-</b>						
FIRST NAME	M	IDDLE NAME		LAST NAME		
LEGAL NAME OF BUSINESS: (IF APPLICABLE)				DATE OF BIF	RTH (YYYY-MM-DD)	
APP ID #:			CRA Business Nui	MBER:		
RESIDENTIAL MAILING A	ADDRESS OF PRODUCER		1	1		
STREET ADDRESS			CITY/Town		Province	Postal
PHONE #	FAX#		EMAIL ADDRESS			1
BUSINESS MAILING ADDRESS	(IF DIFFERENT FROM ABOVE):					
STREET ADDRESS			City/Town		Province	Postal
PHONE #	FAX#		EMAIL ADDRESS		1	
<ol> <li>Are you seeking prote Companies' Creditors</li> <li>DECLARATION O</li> <li>Do you have any out</li> </ol>	enkruptcy within the past 7 ection under any other insol Arrangement Act, or the Far F APP ADVANCE(S) REQ standing advances from other an advance with another A	vency or bankruptourm Debt Mediation UESTED / RECEIV OR APP Administrate	n Act? ED ors?	ch as the	<pre></pre>	<ul><li>□ NO</li><li>□ NO</li><li>□ NO</li><li>□ NO</li></ul>
3. Are you in default with another APP Administrator as a sole proprietor, corporation, cooper or partnership?				operative	YES	□ NO
A PRODUCERS	WHO REPLIED YES TO	ANY OF THE QUE	STIONS ABOVE A	RE REQUIRED TO	COMPLETE BELC	)W TABLE.
	STRATOR FROM WHICH AN EQUESTED/RECEIVED		ODUCT FOR WHICH REQUESTED/RECEIVED	PROGRAM YE (YYYY)		OUNT OF ADVANCE QUESTED/RECEIVED
					\$	
					\$	
					\$	

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# PRODUCER INFORMATION

#### 1.4 DECLARATION OF RELATED PRODUCERS

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#### PLEASE REVIEW DEFINITION OF RELATED PRODUCERS BELOW

Under the Agriculture Marketing Programs Act (AMPA), the Spring Credit Advance Program (SCAP), Enhanced Spring Credit Advance Program (ESCAP), and the Advance Payments Program (APP), 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.

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 a spouse or common-law partner of the other producer;
- one of the producers owns 25% or more 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 indirectly through any other corporation owns 25% or more of the voting shares of the other producer;
- 😻 one of the producers is entitled to receive 25% or more of the profits or revenue of the other producer; and
- 😻 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 the other producer; or
- 🐭 any other circumstances set out in the Agricultural Program Marketing Act or the Agricultural Program Marketing Regulations

Common-law partnership means the relationship between two persons who are cohabitating in a conjugal relationship, having so cohabitated for a period at least one year.

1.	According to the above definitions, are you related to another produce?  If the answer is NO, skip questions 2 & 3 and proceed directly to Part 2 of this application.	YES	□ №
2.	Has a related producer a) applied for an APP Advance in this program year; <b>OR</b> b) has participated in APP during a previous program years?	YES	□ №
3.	Are any related producers currently in default or ineligible under the Advance Payments Program (APP), Spring Credit Advance Program (SCAP), or Enhanced Spring Credit Advance Program (ESCAP)?	YES	□ NO

PRODUCERS WHO REPLIED YES TO ANY OF THE QUESTIONS ABOVE ARE REQUIRED TO COMPLETE SECTION 1.5- DECLARATION OF RELATED PRODUCERS' APP ADVANCES, AND SECTION 1.6 - REFUTATION OF RELATEDNESS ON NEXT PAGE

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APP ID#



# Agriculture et Agroalimentaire Canada Programme de

# PRODUCER INFORMATION

NAME OF APP

ADMINISTRATOR

PROGRAM YEAR

(YYYY)

#### 1.5 DECLARATION OF RELATED PRODUCERS' APP ADVANCES

overhead expenses of a farming operation.

NAME OF THE RELATED PRODUCER

THAT RECEIVED AN ADVANCE

List all Related Producers who received an advance for this year or past program years from FarmCash or any other APP Administrators.

MAILING ADDRESS

DATE OF BIRTH

YYYY-MM-DD

PHONE#

lr.	nsert Full Legal Name					
ir	nsert Full Legal Name					
Answer the question of the Adn statements	espond "NO" to any of the questior espond "YES" to all the statements	oducer listed in the Declaration of Relans below, you have not rebutted the probelow, you have established that you write documentation to support your reacted that your results and the support your reacted that you want	resumption of red	elatedness w	vith the producer in q e producer(s) in ques	tion, and
a) b) c) d)	The Related Producer and I are not e The Related Producer and I conduct documented transactions (i.e. sharin	nare any management and administrative s	at fair market val		NO DO NO DO	YES   YES   YES   YES
NAME OF THE F  a) b) c)	The Related Producer and I are not e	rate tax returns, and/or have separate finar employees or acting agents of the other. all business dealings between one another		ue with	NO [ NO [ NO [	YES   YES   YES   YES

The Related Producer and I do not share any management and administrative services, equipment, facilities, or

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# **CALCULATING YOUR FARMCASH ADVANCE**

#### 2.1 PRE-HARVEST SPRING ADVANCE - INTENDED



TYPE OF INSURANCE	REQUIRED DOCUMENTS	REQUIRED INPUTS
CROP INSURANCE	Confirmation of 2024 Crop Insurance     Crop Insurance Price Estimate	Fill the table below to calculate \$ Amount value in (column 5).  Note: See page 27 of respective commodity's FarmCash advance rate
AGRISTABILITY  II. 2024 Program Enrollment/Fee Notice/Payment III. AgriStability SCHEDULE 1 – 7 report		
GLOBAL AG. RISK SOLUTIONS	Production Cost Insurance Policy document     Proof of payment for Policy Premium	Fill columns 1, 2, 3, & 4 of table below. Note: Column 5 is auto calculated – input Production Ins. Coverage based on Avg Yield Rates on Pages 28-32.

Intended Seeded Advance: Select the type of insurance from above and follow the directions accordingly to complete the table below. List only those commodities for which you are applying for. Note: If you carry crop insurance, you MUST use that as security.

0	SOIL*	2024 INTENDED		3	4		5
COMMODITY	Түре	SEEDING ACRES	PRODUC	TION INSURANCE COVERAGE	FARMCASH ADVANCE RATE		\$ AMOUNT
			×	COVERAGE PER METRIC TONNE OR LBS.	×	=	
			×	COVERAGE PER METRIC TONNE OR LBS.	×	=	
			×	COVERAGE PER METRIC TONNE OR LBS.	×	=	
			×	COVERAGE PER METRIC TONNE OR LBS.	×	=	
			×	COVERAGE PER METRIC TONNE OR LBS.	×	=	
			×	COVERAGE PER METRIC TONNE OR LBS.	×	=	
TOTAL OF PRE-HARVEST	CROP COMMODITIES	3:			LIN	Е1	\$
AFSC/SCIC - stubble/summer fallow/ir MASC - MB soil zone, alphanumeric (e.g	Soil types are different per production insurance agency.  AFSC/SCIC - stubble/summer fallow/irrigated  AASC - MB soil zone, alphanumeric (e.g. A01, B01, C01)			ENDED SEEDED ADVANCE REQUESTED BY PRODUCER			\$
CPI/GARS/AgriStability - not required		ELIGIBLE ADVANCE ( CALCULATED*	60% of li	NE 2 ABOVE)	I	4	\$

8	8	INTENDED HONEY	

Note: Be sure to include confirmation of valid honey insurance paperwork. Use the top table as reference for required documents per insurance type.

COMMODITY	INTENDED PRODUCTION QTY (LBS)		FARMCASH ADVANCED RATE		\$ AMOUNT
HONEY		×	REFER TO PAGE 27 FOR HONEY ADVANCE RATE.	=	
	INTENDED HONEY ADVANCE REQUEST	ED BY	PRODUCER LINE 1	\$	
	ELIGIBLE ADVANCE (60% OF LINE 1	E) B	\$		
	CALCULATED*				

Last date to apply for Intended Seeding/Honey is June 20th, 2024.



Producers who apply for Intended advance MUST transfer to Actual and submit Actual Seeded/ Acreage Report by August 31, 2024; otherwise, advance is due immediately

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**REQUIRED INPUTS** 

Fill only column 1, 2, & 5 of table below. Note: No calculation required for

Fill only column 1, 2, & 5 of table below. Note: No calculation required for

Fill the table below to calculate \$ Amount value in (column 5).

column 5 - input \$ Amount value based on coverage level.

Note: See page 27 of respective commodity's FarmCash advance rate





**REQUIRED DOCUMENTS** 

I. Confirmation of 2024 Crop Insurance

Statement of Coverage & Premium

2024 Program Enrollment/Fee Notice

**Production Cost Insurance Policy document** 

AgriStability SCHEDULE 1 – 7 report

#### 2.2 **PRE-HARVEST SPRING ADVANCE - ACTUAL**

1.



**TYPE OF INSURANCE** 

**AGRISTABILITY** 

GLOBAL AG. RISK

**CROP INSURANCE** 

COMPLETE THIS SECTION ONLY IF YOU ARE APPLYING FOR ADVANCE AFTER SEEDING OR IF REQUESTING THE REMAINING 40% OF YOUR INTENDED-SEEDING ADVANCE.

**ACTUAL SEEDED** 

	used AgriStability or Global Ag. Risk Soluters applying for an Actual advance - selec	-					
<b>1</b> COMMODITY	2 2024 Actual Seeded Acres	PRODUCTION	3 INSURANCE COVERAGE	FAR	RMCASH ADVANCE RATE		\$ AMOUNT
		×	COVERAGE PER METRIC TONNE OR LBS.	×		=	
			COVERAGE PER METRIC TONNE OR LBS.			_	
		×		×			
		×	COVERAGE PER METRIC TONNE OR LBS.	×		=	
		×	COVERAGE PER METRIC TONNE OR LBS.	×		=	
		^	COVERAGE PER METRIC TONNE OR LBS.	^		_	
		×		×		-	
		×	COVERAGE PER METRIC TONNE OR LBS.	×		=	
OF DDE-HADVECT	CROP COMMODITIES:	•			LINI	3.1	\$

Note: Be sure to include confirmation of valid honey insurance paperwork. Use the top table as reference for required documents per insurance type.

ANTICIPATED HONEY

COMMODITY	Intended Production QTY (LBS)		FARMCASH ADVANCED RATE		\$ AMOUNT
HONEY		×	REFER TO PAGE 27 FOR HONEY ADVANCE RATE.	=	
	ADVANCE REQUESTED BY PRODUCER		В	\$	





\$ AMOUNT





#### 2.3 PRE-HARVEST SPRING ADVANCE - LIVESTOCK



LIVESTOCK TYPE (EX. CATTLE, CALF-FEEDER 400-700LBS)

### LIVESTOCK COMMODITIES



FARMCASH ADVANCE RATE/HEAD

List only those commodities for which you are applying for advance. Livestock must be born prior to advance.

TYPE OF INSURANCE	REQUIRED DOCUMENTS	REQUIRED INPUTS
AGRISTABILITY	2024 Program Enrollment/Fee Notice/Payment     AgriStability SCHEDULE 1 – 7 report	Fill <i>only</i> <b>Schedule A</b> table labelled 'Livestock with AgriStability' to calculate \$ amount value.
LIVESTOCK PRICE INSURANCE (LIP)	Statement(s) of Coverage & Premium     Proof of payment for Policy Premium	Fill <i>only</i> <b>Schedule B</b> table labelled 'Livestock with Livestock Price Insurance'. Complete both part 1 and part 2 of the table to calculate \$ amount value.

NUMBER OF HEAD TO BE

VESTOCK TIFE (EX. CATTLE, CALIFIEE	DEN 400 700	ADVAN	ICED ON		(REFER TO	PAGE 27 FOR ADV	/ANCE RATE)		7 AIVIOUNT
				×				=	
								+	
				×				=	
				×				=	
				×				=	
				^				<b>-</b>	
TOTAL OF LIVESTOCK COMMODITION	ES:							\$	
	ICE REQUESTED	BY PRODUCER					D	\$	
								Ψ	
SCHEDULE B LIVESTOCK V	VITH LIVES	TOCK PRICE I	INSURANCE						
PART 1. ELIGIBLE ADVANCE BASE	D ON LIVEST	OCK INVENTOR	Υ						
LIVESTOCK TYPE				Fari	м <b>С</b> аsн А	ADVANCE R	ATE/HEAD		4 -
(ex. Cattle, Calf-Feeder 400–7	OOLBS)		NCED ON			AGE 27 FOR ADV			\$ AMOUNT
		ADVAI	VCLD OIV						
				×				=	
				×				=	
				×				-	
MAXIMUM ADVANCE ELIGIBLE UNDER	R APP			**			X	\$	
PART 2. ELIGIBLE ADVANCE BASE	D ON I DI CO	WEDAGE	_				X	•	
LIVESTOCK TYPE	D ON EFT CC		INSURED INDEX	,	INICII	RED WEIGH	IT		
(EX. CATTLE, CALF-FEEDER 400–700LBS)	INVOICE #	EXPIRY DATE	(PRICE PER CWT)	`	INSU	(CWT)	11	INSU	ired Market Valu
(EA. CATTLE, CALL TELDER 400 700LB3)			(FRICE PER CWT)			(CVVI)			
				:	×		=		
					×		_		
					×		=		
		l	<u> </u>		~			+	
TOTAL MARKET VALUE INSURED WITH	ı LPI						Υ	\$	

THE PRODUCER MUST MAINTAIN CONTINUOUS LPI COVERAGE, WHICH MAY REQUIRE 1 OR MORE LPI CONTRACTS, UNTIL THE ADVANCE HAS BEEN PAID IN FULL. PRODUCER HAS 10-DAYS TO NOTIFY ADMINISTRATOR OF THEIR INTENT TO RENEW THEIR LPI CONTRACT PRIOR TO THE EXPIRY DATE. IF POLICY EXPIRES, PRODUCER HAS 60-DAYS TO RENEW OR REPAY IN FULL, OR ACCOUNT WILL AUTOMATICALLY GO INTO DEFAULT STATUS AND ADDITIONAL FEES/PENALTIES WILL BE APPLIED.

TOTAL ADVANCE REQUESTED (MAX. \$1,000,000)

MAXIMUM ADVANCE ELIGIBLE UNDER LPI (Y x 50%)

\$

D

MAXIMUM ELIGIBLE APP ADVANCE (ENTER LESSER OF LINE X OR LINE Z ABOVE)



# Agriculture et Agroalimentaire Canada Programme de paiements antici

# ADVANCE WORKSHEET

### **STORED GRAIN ADVANCE**

STORED GRAIN ADVANCE

You may use this section to apply for an Advance for harvested crops, forage, hay, and grass seeds in storage. You may also use this section after you have harvested crops, forage, hay, and grass seeds on which you have obtained an Advance for Agricultural Products in Production. If you have obtained an advance of Agricultural Products in Production, this Advance will be repayable by December 31, 2023, if FarmCash does not receive this section filled by December 31, 2023.

List only those commodities for which you are applying for an advance in the table below.

COMMODITY	YEAR CROP HARVESTED	STORED QUANTITY AGAINST WHICH ADVANCE IS REQUESTED  FARMCASH ADVANCE RATE		FARMCASH ADVANCE RATE		\$ AMOUNT
		Metric Tonne or Las or Bu.	×	REFER TO PAGE 27 FOR ADVANCE RATE.	=	
		METRIC TONNE OR LBS OR BU.	×	REFER TO PAGE 27 FOR ADVANCE RATE.	=	
		METRIC TONNE OR LBS OR BU.	×	REFER TO PAGE 27 FOR ADVANCE RATE.	=	
		METRIC TONNE OR LBS OR BU.	×	REFER TO PAGE 27 FOR ADVANCE RATE.	=	
		METRIC TONNE OR LBS OR BU.	×	REFER TO PAGE 27 FOR ADVANCE RATE.	=	
TOTAL OF STORED GRAIN	\$					
	\$					

CONTINUE TO NEXT PAGE FOR SIGNATURE

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SIGN HERE



Agriculture et Agroalimentaire Canada Programme de

# ADVANCE WORKSHEET

\* Required: Please ensure that all necessary fields below are filled out.

CROP COMMODITIES (INTENDED/ACTUAL) HONEY	(INTENDED/ACTUAL)	STORED GRAIN	I LIVESTOCK
Provide legal description (	OF LAND(SECTION-TOWNSHII	P-RANGE)	
SUING ADVANCES			
ect from one the following funding options indicating how you wo	ould like to receive ad	vance for the commod	dities applied. <b>Note:</b> prod
sting Intended Advance transferring to Actual/Anticipated Avance	e, select funding optio	n from "Transfer Prod	ucers Only".
ISSUE MAXIMUM ELIGIBLE INTEREST-FREE FUNDS ONLY	TRANSFER	PRODUCERS ONL	Y
	ISSUE M.	AXIMUM ELIGIBLE FUI	NDS
ISSUE MAXIMUM ELIGIBLE AMOUNT	ISSUE M	AXIMUM ELIGIBLE INT	EREST-FREE FUNDS ONLY
(Please be aware that the eligible amount may change based	ISSUE FU	NDS ONLY IN THE AM	OUNT OF: \$
on the assessment of applications and Crop Insurance / BRM	No add	ITIONAL FUNDS REQU	IRED
eligible amounts).			
HNSMITH 34 Address Street NE MODATE 2 0 DATE 2 0		h a VOID Cheque for t	
234 Address Street NE allomon Arm BC VIE DAD DATE 2 0	NAME OF FINANCIAL INS	th a VOID Cheque for t	the relevant account.
OHN SMITH 234 Address Street NE almon Arm DC VIE DAD 250) 999-9999 DAY TO THE DRDER OF	ow. Note: Please attac	h a VOID Cheque for t	
OHN SMITH 234 Address Street NE 346 Address Street NE 359 A999999 DATE 2 0	NAME OF FINANCIAL INS	th a VOID Cheque for t	the relevant account.
OHN SMITH 234 Address Street NE 346 Address Street NE 359 A999999 DATE 2 0	NAME OF FINANCIAL INS	TITUTION  INSTITUTION #	Account#
OHN SMITH 234 Address Street NE 340 DATE 2 0 -	NAME OF FINANCIAL INS  TRANSIT #  Note: If your finan direct deposit is not	th a VOID Cheque for the structure of th	the relevant account.
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OHN SMITH	NAME OF FINANCIAL INS  TRANSIT #  Note: If your finan direct deposit is not	th a VOID Cheque for the structure of th	Account #
OHN SMITH 234 Address Street NE almond Arm BC VIE DAD 2AY TO THE DATE 2 0 7 - M D D 2AY TO THE DRIEF OF  MACCUCKING UNION 172 Liberhold Dit N LE DA DO	NAME OF FINANCIAL INS  TRANSIT #  Note: If your finan direct deposit is no return payment fe	Institution #  cial institution require of possible. Please make.	ACCOUNT#  ACCOUNT#  The advance to be issue to enter correct in
OHN SMITH 234 Address Street NE almond Arm BC VIE DAD 2AY TO THE 2	NAME OF FINANCIAL INS  TRANSIT #  Note: If your finandirect deposit is not return payment fe	th a VOID Cheque for the structure of th	ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #
OHN SMITH  224 Address Street NE  301 DATE 2 0 7 - M D D  AVY TO THE  280 PACT TO THE  280	NAME OF FINANCIAL INS  TRANSIT #  Note: If your finandirect deposit is not return payment fe	th a VOID Cheque for the structure of th	ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #
OHN SMITH 234 Address Street NE 234 Address Street NE 234 Address Street NE 236 Address Street NE 237 DATE 2 0	NAME OF FINANCIAL INS  TRANSIT #  Note: If your finandirect deposit is not return payment fe	th a VOID Cheque for the action of the actio	ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #
OHN SMITH 234 Address Street NE 234 Address Street NE 234 Address Street NE 236 Address Street NE 237 O DATE 2 0	NAME OF FINANCIAL INS  TRANSIT #  Note: If your finandirect deposit is not return payment fe	TITUTION  INSTITUTION #  cial institution require of possible. Please make.  RUE AND ACCURATE AT TO MAKE A FALSE STATE	ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #  ACCOUNT #

CONTINUE TO NEXT PAGE FOR PRODUCER ATTESTATION

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# Agriculture et Agroalimentaire Canada Programme de

# PRODUCER ATTESTATION

# Manitoba

# **PRODUCER ATTESTATION**

Sign and date the declaration below attesting that the information provided in 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.

#### SIGNATURE OF APPLICATION AND REPAYMENT AGREEMENT FOR INDIVIDUAL PRODUCER:

I DECLARE THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND ACCURATE AT THE TIME OF COMPLETION AND AGREE TO REPAY THE ADMINISTRATOR ANY DIFFERENCE, WHERE APPLICABLE, AS STATED IN THIS APPLICATION. I HAVE READ THE TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT (PAGES 20-24) AND THE DECLARATION OF PRODUCER REPAYMENT AGREEMENT (PAGE 25-26) WHICH ARE ATTACHED TO AND FORM PART OF THIS APPLICATION. I AGREE TO COMPLY WITH SUCH TERMS AND CONDITIONS AND PROGRAM RULES INCLUDING REPAYING THE ADVANCE PLUS INTEREST AND COSTS. I AGREE THAT THIS APPLICATION, INSTRUCTIONS, GUARANTEE, PRIORITY AGREEMENT AND ALL RELEVANT ATTACHMENTS FORM PART OF THIS REPAYMENT AGREEMENT. I AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS INCLUDED IN THIS REPAYMENT AGREEMENT. I AM AWARE THAT TO MAKE A FALSE STATEMENT IS A CRIMINAL OFFENCE.

	Dated this	_ day of	_, 20	
SIGN HERE	SIGNATURE OF PRODUCER  INSERT FULL LEGAL NAME			
	HUSE ONLY - ADMINISTR			
ADMINISTRAT	TIONS GUIDELINES, TO ENSURE			ADVANCE GUARANTEE AGREEMENT AND THE APP I AND REPAYMENT AGREEMENT BY THE PRODUCER IS
SIGNATURE OF	AUTHORIZED PERSONNEL FOR THE	E ADMINISTRATOR	DA	ατε (YYYY-MM-DD)

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Advance Payments Program

Agriculture et Agroalimentaire Canada

Programme de paiements anticipés

# PRIORITY AGREEMENT

Alberta

PRODUCT(s).

# PRIORITY AGREEMENT WITH A SECURED CREDITOR

advance is to be made. M	ement must be completed for each secured cre ake additional copies if needed. Secured credito s prior to seeding, if not yet paid.		,	0	` '
APPLICANT INFORMAT	ion				
INSERT FULL LEGAL NAME			APP ID#		
SECURED CREDITOR IN	FORMATION				
NAME OF BANK OR LENDING INST	ITUTION, INPUTS SUPPLIER OR SECURED PARTY (HEREIN REFERRE	d to as the "Creditor")	BRANCH LOCATION	PHONE #	EMAIL#
RELATIONSHIP MANAGER	Street/Box	Town/City		PROVINCE	POSTAL CODE
THE CREDITOR MUST CHE  PART 1-A: SELECT PA AGRICULTURAL PRODU  The Creditor does herek Creditor agree that the saforementioned Agricultural Pro was given under the aut law, but only to the exte the amount of actually a any potential collection mentioned advance sha	CK EITHER PART 1-A OR PART 1-B  ART 1 -A IF THE CREDITOR HAS OR COULD HAVE A L  CT(S).  Dy consent that in consideration of an advance security interest in the Agricultural Product(s) itural Product(s) as required for the Producer's duct(s) or any BRM program payment(s) relationship of the Bank Act or under the authority of the Bank Act or under the authority of the Securing repayment to the Administrator advanced, as set out in the Repayment Agreement legal costs. Any BRM program proceeds p Il be sent to the Administrator.  Orities set out in this Agreement, where the Cowith the Creditor into which proceeds of propo-	being issued under the APP listed above for which the ad advance, now held or to be ng to the Agricultural Produ of a personal property securi r of the advance issued undi- nent entered into between the ayable to the Producer from	by the Administ dvance was issue held by the Adm ct(s) given by the fity legislation in the Producer and the date this Agustinus, the Agustin	arator to the Producer, the d, or the BRM program pay ininistrator, shall rank prior to the Producer to the Creditor, force in the province or by the lesser of the principal a Administrator, plus interestreement is signed until full administrator acknowledge	Administrator and the rment(s) related to the o any lien or security on whether such security operation of any other imount of \$1,000,000 or t on that amount and payment of the aboves
any monies deposited ir Administrator with resp disbursed from any such is thereafter exercising i	n any accounts designated as trust accounts by ect to any monies in any other account of the n other accounts, except for monies deposited ts rights in and to proceeds of the property su nforce its security, the Administrator or the Cr	the Producer for the benefi Producer maintained with th therein after the Creditor ha bject to its security.	t of the Administ ne Creditor, or ar as received notic	trator, the Creditor shall ha ny monies that may be depo e from the Administrator a	ve no obligation to the osited therein or nd that the Administrator
	purposes of giving effect to any of the Produc inistrator, any documents or agreements as th	•		•	ke, execute and deliver to

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 or 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 Product(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 same to the Producer at the Creditor's discretion.

PART 1-B: SELECT PART 1-B IF THE CREDITOR DOES NOT HAVE A LIEN OR SECURITY ON THE AGRICULTURAL PRODUCT(S) OR THE BRM PROGRAM PROCEEDS RELATED TO THE AGRICULTURAL

CONTINUE TO NEXT PAGE FOR SIGNATURE



**Advance Payments** Program

### Agriculture et Agroalimentaire Canada

Programme de paiements anticipés

# PRIORITY AGREEMENT

	Creditor has has not (please check one) taken an assignment of the a Agricultural Product(s).	pplicant's contract #	NAME OF BRM PROGRAM)_payments related to
Whe	ere the Creditor has a lien or security on the Agricultural Product(s) or the BRN he condition that the above-mentioned advance, less any amounts legally held		
	JOINTLY TO THE PRODUCER AND THE FINANCIAL INSTITUTION AND BE REMITTE PART BY THE CREDITOR TO THE AMOUNT AS SPECIFIED BY THE CREDITOR OF \$		
	To the Producer		
If ne	either option is selected, the parties are deemed to have agreed that the adva	nce payment is to be made jointly in accorda	ince with Option A.
	s Agreement shall continue in full force and effect until the date upon which all baid to the Administrator by the Producer.	advances referred to herein and interest ou	itstanding on these advances are
	GREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAVITNESS WHEREOF ALL PARTIES HEREUNTO SET THEIR HANDS	/S OF THE PROVINCE OF ALBERTA.	
	Name of Creditor	DATE (YYYY-MM-DD)	
OFFICER SIGN HERE	SIGNATURE OF AUTHORIZED OFFICER OF CREDITOR	NAME & TITLE OF AUTHORIZED OFF	ICER OF CREDITOR
	ove named Producer has been dealing with your establishment forove named Producer is in good standing: (please select one) YES NO	years.	
	Name of Producer	DATE (YYYY-MM-DD)	
IGN 🗲	SIGNATURE OF PRODUCER		
the II,	te: The Producer may, as an alternative to completing a Priority Agreement with Priority Agreement with a secured creditor on behalf of the Producer by check, the Producer, authorize the following creditor(s) to disclose the information required unde Administrator on my behalf. I understand I am not obliged to provide the consent Herein. I also special attention nor can I expect faster processing or a more favorable result because of this impair to the Administrator at info@farmcashadvance.com. This consent is effective for a period of	ng the consent statement below: THIS REPAYMENT AGREEMENT TO THE ADMINISTRATOR AND UNDERSTAND THAT MY APPLICATION FOR AN ADVANCE UND CONSENT. I AM AWARE THAT I MAY WITHDRAW THIS CONSE	TO ENTER INTO THIS PRIORITY AGREEMENT WITH THE VER THIS REPAYMENT AGREEMENT WILL NOT BE GIVEN NT AT ANY TIME BY SENDING A REQUEST TO DO SO VIA
	FARMCASH USE ONLY		
	FARMCASH USE ONLY  ALBERTA GRAINS ('ADMINISTRATOR')  200-6815 8TH STREET NE, CALGARY, AB T2E 7H7  Ph. 1-855-376-2274 Fax: 403-717-1966 EMAIL: INFO@FARMCASHADVANCE	DATE (YYYY-MM-DD)	

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Advance Payments **Program** 

Agriculture et Agroalimentaire Canada

Programme de paiements anticipés

# **ASSIGNMENT OF INDEMNITY FORM**

# **ASSIGNMENT OF INDEMNITY FORM – CROP INSURANCE**



# **ASSIGNMENT OF INDEMNITY PROCEEDS**

PLEASE PRINT					
INSURED (ASSIGNOR) NOTE: MUST BE THE SAME AS	AGRIINSURANCE CON	ITRACT NAME ,		AGRIINS. CONTRACT#	AGENCY
DDRESS OF INSURED (ASSIGNOR)				TELEPHONE NUMBER	
ITY/TOWN		F	PROVINCE	POSTAL CODE	
gricultural Services Corporation (the "Corporation or otherwise, hereby transfers, assigned to all indemnities payable under the Under the disclosure by the Corporation of any information subject to The Freedom of Informat	gns and sets oversigned's contribution relation and Protection and	ver all of the Undersigned act(s) of insurance with the g to the Undersigned, inception of Privacy Act (Manit	s rights, title e Corporatio uding, witho oba), to:	, interest and benefit in and hereby conset ut limitation, personal transit number	nts al 1   1
Witnessed By: (Signature)	Signature of Insu	red (Assignor) or Authorized Sig	natory	Date (Day/Month/Ye	ar)
Witnessed By: (Please Print)		Name of Insu	red (Assignor):		
Upon acceptance by the Corporation, the A cheque or money order in the amount.	_		-		nt.
	section is for	MASC use only.			
ne Corporation hereby consents to the above tween the assignor and the Corporation and eater certainty, the right of the Corporation to	the provisions	of any statute or regulatio	ns with resp	ect thereto; and (ii) fo	
is assignment is accepted by Manitoba Agric	ultural Services	s Corporation subject, how	vever, to pric	or recorded assignme	ent(s)
the amount of \$					
Approval Date (Day/Month/Year)	For Manitoba	Agricultural Services Corporati	 on	Assignment Referen	ce
ote: This assignment is only in effect for th	ne crop year m	entioned above.			
CANADIAN E AGRICIUTIIRAI	Origii Yello	nal - MASC w - MASC (returned to assig	nee on approva	ıl)	





- Assignor Copy Pink

jrMASC#726RevFeb2020





Agriculture and Agri-Food Canada

**Advance Payments** Program

Agriculture et Agroalimentaire Canada

paiements anticipés

Programme de

**ASSIGNMENT OF INDEMNITY FORM** 

# ASSIGNMENT OF INDEMNITY FORM – LIVESTOCK PRICE INSURANCE



		1			
Identification Number		Year			
870					
Client Information					
Business Name					
Business Address					
Phone Number	Fax				
This Assissment and the bis set of D	d k	A			
This Assignment covers only the Livestock Po		Agency			
"Corporation") relative to the Undersigned, wheth Undersigned's rights, title, interest and benefit in a	er pursuant to a contract of insurance or othervand to all indemnities payable under the Under	wise, hereby transfers, assigns and sets overall of the signed's contract(s) of insurance with the Corporation			
and hereby consents to the disclosure by the Cor information subject to The Freedom of Information		ersigned, including, without limitation, personal			
Alberta Grains	Telephone Number	1-855-376-2274			
Name of Assignee  Of #200, 6815 - 8 Street NE, Calgary, A Complete Mailing Address	AB Postal Code <u>T2E 7H</u>	7			
This assignment will be applicable to all unpaid possible Subscriptions as determined by the Manitoba Agr					
Signature					
Dated at	in the Province of Manitoba this the	e day of 20			
Client (Assignor)					
Client (Assignor) Witness Signature					
Upon acceptance by the Corporation, this assignment will be recorded and	a copy forwarded to the assignee.				
<ul> <li>A cheque or money order payable to Manitoba Agricultural Services Corporation in the amount of \$63.00 (including GST of \$3.00) must be enclosed with this assignment.</li> <li>Fee does not apply to Manitoba Livestock Cash Advance Inc. assignments.</li> </ul>					
The assignment and cheque to be returned to your local MASC agency.					
MASC Office Use Only - Consent and Acknow	<u> </u>	all contract(s) of insurance between the assignor and the			
	egulations with respect thereto; and (ii) for grea	atter certainty, the right of the Corporation to set-off			
The assignment is accepted by Manitoa Ag amount of \$	ricultural Services Corporation subject, h	owever, to prior recorded assignment(s) in the			
	Assistance of Defenses				
Approval Date	Assignment Reference				
For Manitoba Agricultural Services Corporation	·				
AFSC Office Use Only					
Dated in Lacombe, Alberta this	day of	_, 20			
Signed by:	•	ncial Services Corporation			
	Date Stamp				
Do Not Use	Dute otamp	Do Not Use			
This Area		This Area			
	1	<u> </u>			

Information on this form is collected under the authority of *The Manitoba Agricultural Services Corporation Act* and will be used to evaluate your eligibility for participation in the Livestock Price Insurance and to administer any contract issued to you under that Program and any other MASC program in which you participate. If you have any questions about this form and the collection and use of information, please contact the Livestock Price Insurance Coordinator, 400-50-24th Street N.W., Portage la Prairie, MB, RIN 3V9, Phone: 204-239-3084









Agriculture et Agroalimentaire Canada Programme de paiements anticipés

# ASSIGNMENT OF INDEMNITY FORM – GLOBAL AG RISK SOLUTIONS



# ONLY for all Producers using Global Ag Risk Solutions



# **Loss Payable Assignment Form**

# Loss Payable Assignment Clause

	m Northbridge General Insurance Company	
PolicyNumber:	Policy Expiry Date:	
CustomerNumber:		
Farm Name:		
Contact Name:	Phone Number:	
Address:	Town/City:	
Province:	Postal Code:	
Assignee Name: ALBERTA GRAINS		
Contact Name: ZAHIDA THAKUR or CLAY CAMPBELL	Phone Number: 1 855-376-2274	
Address: #200, 6815 – 8 STREET NE	Thore Number: 1 000 070 2274	
Town/City: CALGARY	Province: ALBERTA	
Contact Email: info@farmcashadvance.com	Postal Code: T2E 7H7	
By signing below, the undersigned hereby consents to disclosure by Global Ac	g Risk Solutions and/or Northbridge General Insurance Company ormation that may be subject to federal or provincial privacy legisl	
to or received from the undersigned, including, without limitation, personal init		
Customer Signature	Printed Customer Name	Date
Customer Signature	Printed Customer Name  Printed Witness Name	Date Date
Customer Signature  Vitness Signature		Date
Customer Signature S Vitness Signature	Printed Witness Name  D until authorized by Global Ag Risk S	Date Solutions.
Customer Signature  Witness Signature  This assignment is NULL & VOI	Printed Witness Name  D until authorized by Global Ag Risk S  approves the foregoing assignment. Dated this	Date Solutions.

#8-54 Stadacona Street West, Moose Jaw, SK S6H 1Z1 (Email) assignments@agrisksolutions.ca (Web) agrisksolutions.ca (Ph) 306.704.GARS (4277) (Fax) 306.972.8122 (Toll Free) 877.606.GARS (4277)





Advance Payments **Program** 

Agroalimentaire Canada Programme de paiements anticipés

Agriculture et

Manitoba

### **BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS ASSIGNMENT AGREEMENT**



# **ONLY for Producers using AgriStability**

#### PRODUCER AND ADMINISTRATOR INFORMATION

Agreement Dated this		day of	, 20					
Between (Producer Name here)		(hereinafter	referred to as the "Assig	nor'') and ALBERTA GRAI	NS			
(hereinafter referred to a	hereinafter referred to as the "Administrator").							
This assignment agreeme	This assignment agreement is for all proceeds, up to the amount set in Part 2 of this application, payable to the Assignor under AgriStability (BRM							
program) contract #	program) contract # , and is being used to secure advances issued under the Repayment Agreement (i.e., APP Application)							
between the Producer ar	between the Producer and the Administrator dated (MM/DD/YYYY) and pursuant to the Advance Payments Program							
and the Agricultural Marketing Program Act (AMPA). Advances have been issued on the following Agricultural Product(s):								
Product 1	Product 2	PRODUCT 3	Product 4	Product 5	Product 6			

#### 1. DEFINITIONS AND INTERPRETATIONS:

- "AAFC" MEANS AGRICULTURE AND AGRI-FOOD CANADA
- "ADVANCE" MEANS THE MONEY BORROWED BY THE ASSIGNOR THROUGH THE APP UNDER THE ABOVE MENTIONED REPAYMENT AGREEMENT.
- "Business Risk Management Program" or "BRM" Program refers to any program listed in the schedule of the Agricultural Marketing Programs Act, that can be USED TO SECURE AN ADVANCE:
- "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 LINDER THE APP.

#### 2. 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 IN THE CURRENT YEAR AND ALL FUTURE YEARS UNTIL SUCH A TIME AS THE ADVANCE, IN THE AMOUNT OF THE OUTSTANDING ADVANCE, PLUS INTEREST AND COSTS, FOR WHICH THIS BRM PROGRAM IS USED AS SECURITY, HAS BEEN PAID IN FULL, AND A LIABILITY TO THE ADMINISTRATOR NO LONGER EXISTS. THIS ASSIGNMENT OF PROCEEDS COULD BE AFFECTED SHOULD THE PRODUCER 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 ADMINISTRATOR OR THE ADMINISTRATOR, ANY DOCUMENTS OR AGREEMENTS AS THE BRM ADMINISTRATOR MAY REASONABLY REQUEST.

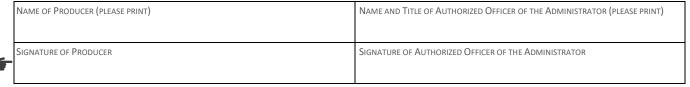
THE ASSIGNOR HEREBY AUTHORIZES:

- 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. THE INFORMATION COLLECTED MAY INCLUDE, BUT IS NOT LIMITED TO: INSURANCE INFORMATION SUCH AS COVERAGE LEVELS, PRODUCTION/INVENTORY REPORTS, CLAIMS AND INCOME/EXPENSES RELATED TO HIS/HER/THEIR BUSINESS OR FARMING OPERATION.
- 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;
- AAFC TO DISCLOSE HIS/HER/THEIR INFORMATION, INCLUDING PERSONAL INFORMATION WITHIN THE MEANING OF PRIVACY ACT AND ACCESS TO INFORMATION ACT TO THE c) ADMINISTRATOR, OTHER APP ADMINISTRATORS, AND BRM PROGRAM ADMINISTRATOR FOR THE PURPOSE OF ADMINISTERING THE APP:
- 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:
  - 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
  - CONTACT THE ASSIGNOR SO AS TO CONDUCT SURVEYS RELATING TO THE DELIVERY OF THIS PROGRAM AND OTHER FEDERAL AGRICULTURAL PROGRAMMING IN CANADA.
- 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.

#### SEALED, DELIVERED AND ATTESTED TO BY:

SIGN **HERE** 



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).

# **PART 3.0 TERMS & CONDITIONS**

#### 3.1) Terms and Conditions

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

#### 1.0 Important Terms

- "AAFC" means Agriculture and Agri-Food Canada. 1.1.
- 1.2. "Acceptable Proof of Sale" must be in accordance with Section 3.0 of these Terms & Conditions and must include the following information: date of sale; name of seller that matches the name of the Producer that received the advance; name of buyer; type and quantity of agricultural product; and monies received for the applicable agricultural product.
- 1.3. "Administrator" means Alberta Grains.
- 1.4. "Advance" means an Eligible Advance based on expected or actual production, as applicable, of an eligible Agricultural Product.
- "Advance Cycle" means a period of up to twelve (12) months that starts when the Producer is issued an Advance and ends no later than the end of the Production Period.
- "Advance on Agricultural Product in Production" means an Eligible Advance based on expected production of an eligible Storable Agricultural Product in Production as per Subsection 1.13. 1.6.
- "Advance on Agricultural Product in Post-Production" means an Eligible Advance based on the volume of eligible Agricultural Product that the Producer has in inventory.
- 1.8. "Advance on Livestock" means an eligible Advance based on inventory of an eligible livestock.
- "Advance Rate on Agricultural Product in Production" means the rate of issuance applicable to Advances issued prior to September 1, 2024.
- 1.10. "Advance Rate on Agricultural Product in Post-Production" means the rate of issuance applicable to Advances issued on or after September 1, 2024 but before March 31, 2025.
- 1.11. "Advance Rate on Livestock" means the rate of issuance applicable to Advances issued prior to March 31, 2025.
- 1.12. "Agricultural Products" means an animal or plant or a product, including any food or drink that is wholly or partly derived from an animal or plant, and includes all after acquired Agricultural Products of the Producer, or any proceeds therefore.
- 1.13. "Agricultural Product in Production" means a Storable Agricultural Product that are not yet produced or are in the course of being produced, but once produced, can be stored for a period of time as to remain in good marketing condition until sold or disposed of.
- 1.14. "Agricultural Product in Post-Production" means a Storable Agricultural Product that has been produced and are now in storage for a period of time as to remain in good marketing condition until sold or disposed of.
- 1.15. "AMPA" or "Act" means Agricultural Marketing Programs Act.
- 1.16. "APP" means the Advance Payments Program, under the Act.
- 1.17. "Application for an Advance Worksheet" means the template used under part 2 of this Application to calculate the Eligible Advance for the purposes of the APP.
- 1.18. "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the BRM Program used as security, "Application for an Advance wherein the Producer identified the amount of security available under the BRM Program.
- 1.19. "Continuous Flow Operation" means a farming operation where Livestock that are sold are constantly replaced by new ones so that the number of head of Livestock in inventory remains constant and sufficient to support the outstanding balance.
- 1.20. "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.21. "Eligible Advance" means the Advance the Producer is entitled to as calculated in the Application for an Advance Worksheet.
- 1.22. "Eligible BRM Program" means a program eligible to be used as security against an Advance pursuant to the regulations and includes AgriStability, CAIS, Production Insurance and a selfdirected risk management program or any programs that may replace the aforementioned programs. For cattle advances, the Eligible BRM Program will only be used as security for defaulted advances.
- 1.23. "Final Production Insurance Report" means a Production Insurance Agency report wherein the Producer identifies the amount of the Agricultural Product currently in production in order to
- 1.24. "Final Production Insurance Agency Report "or "Seeded Acreage Report" means a Production Insurance Agency Report or a report of the same from AgriStability wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an Advance on Storable Agricultural Products pre-production.
- 1.25. "His Majesty" means His Majesty the King in Right of Canada.
- 1.26. "Livestock" means cattle, hogs, bison, sheep, lambs and goats.
- 1.27. "Minister" means the Minister of Agriculture and Canada Agri-Food or any person authorized to act on his or her behalf.
- 1.28. "Producer" means a Producer of an Agricultural Product who owns continuously the agricultural product, who is responsible for marketing it and either is or was producing it, as identified in the Repayment Agreement and who is an who is individual a Canadian or a permanent citizen resident, age of the of majority of the province where the farming is carried on.
- 1.29. "Production Period" is the period that for winter cereal advances commences October 1, 2023 and terminates September 30, 2025; for advances on all other field crops, honey, hogs, goats, sheep and lambs commences April 1, 2024 and terminates September 30, 2025; and for advances on cattle, continuous flow cattle, and bison commences on April 1, 2024 and terminates on March 31, 2026.
- 1.30. "Program Year" means 2024 and is used to manage limits as per the Act.
- 1.31. "Proof of Sale" means documentation confirming the sale of agricultural product that is provided, or verified, by a third party.
- 1.32. "Post-Production Report" means the report wherein the Producer specifies the amount of Agricultural Product held in storage.
- 1.33. "Repayment Agreement" means this completed Application, including these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.34. "SCAP" means the Spring Credit Advance Program.
- 1.35. "Terms & Conditions" means the content of the Terms and Conditions of this Application and Repayment Agreement.
- 1.36. "LPI" means the Livestock Price Insurance.

#### 2.0 Issuance of the Advance

#### Issuance of the Advance - Field Crops & Honey

- The Administrator shall make an installment of 60% of the estimated Eligible Advance on a Storable Agricultural Product In production calculated in accordance with the Advance Worksheet and using the Advance Rate on Storable Agricultural Products - In production, upon the execution of this Repayment Agreement by the Administrator. The Producer must have sufficient production insurance and/or AgriStability coverage related to the Agricultural Product to justify the Eligible Advance in accordance with the Worksheet and using the Advance Rate on Storable Agricultural Products - In Production.
- b) The Administrator shall issue an Advance on a Storable Agricultural Product Post Production calculated in accordance with Part 2 of this application and using the Advance rate specific to that Storable Agricultural Product - Post Production. The Producer must have sufficient Agricultural Product in storage to justify the Eligible Advance.
- c) Any Advance on all eligible Agricultural Product or any installment on such an Advance shall be issued as per the dates specified in Subsection 1.9, 1.10 and 1.29 of these terms and
- By August 31, 2024, Producers securing the Advance with production insurance shall provide a copy of a verified Seeded Acreage Report/ Statement of Crop Insurance & Invoice, confirming the actual acres planted or other current production as applicable, otherwise be declared in Default. For Producers using another eligible BRM Program (AgriStability) as security where a Final Production Insurance Report is not available, the Producer must provide a signed declaration confirming acres planted as applicable and consent to an inspection at the discretion of the Administrator or otherwise be declared in Default. Honey producers must provide a copy of their storage facility insurance.





- Based on the information contained in the documents required in Subsection 2.1, as applicable, the Administrator shall recalculate the Eligible Advance in accordance with the Application for an Advance Worksheet, and issue a second installment to the Producer equal to the recalculated Eligible Advance less the installment referred to in Section 2.1, and any other Advance under the APP from any Administrator.
- In cases where the Producer did not receive an Advance as stipulated under Subsection 2.1(a) of these Terms and Conditions and compliant to Subsection 2.1(d) of these Terms and Conditions and Condition Conditions, the Administrator shall issue to the Producer the recalculated Eligible Advance less any other Advance under the APP from any other Administrator for the same Agricultural
- Should the Eligible Advance as calculated in 2.1(e) be insufficient, through no fault of the Producer, to justify the outstanding Advance to the Producer, the Administrator shall notify the Producer that he/she has thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the Eligible Advance by more than ten thousand dollars (\$10,000.00) or ten percent (10%), whichever is greater or, if eligible, make an application for an Advance on another commodity and have the proceeds applied to the deficit, failing which, the Producer will be declared in Default.
- Where applicable, the Administrator shall issue an Advance on a Storable Agricultural Product Post-Production calculated in accordance with the Application for an Advance Worksheet and using the Advance Rate specific to that Storable Agricultural Product – Post-Production. The Producer must have sufficient Agricultural Product in storage to justify the Eligible Advance or will be declared in Default.
- Where an Advance on a Storable Agricultural Product In Production is outstanding under the APP, the Producer must submit a Post-Production Report on or before December 31, 2024, otherwise be declared in Default.
- Should the Post-Production Report demonstrate, through no fault of the Producer, that the Agricultural Product in storage is not sufficient to justify the Advance issued to the Producer based upon the Advance rate at issuance, the Administrator shall notify the Producer that the Producer has thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the Eligible Advance, failing which, the Producer will be declared in Default
- Any Advance on all eligible Agricultural Products or any installment on such Advance shall be issued as per the dates specified in Subsections 1.9, 1.10 and 1.29 inclusive, as applicable.
- The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.

#### Issuance of the Advance - Livestock

- a) The Administrator shall make an installment of the eligible Advance on livestock as stated on the Advance requested by the Producer and using the Advance Rate on the Livestock, upon the execution of this Repayment Agreement by the Administrator. The Producer must provide a BRM Program Coverage Report demonstrating participation in an eligible BRM Program.
- Through no fault of the Producer, should the value of the Agricultural Product, not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount. Failing this, the Producer will be declared in default.
- Any Advance on all eligible livestock or any installment on such an Advance shall be issued as per the date specified in subsection 1.11 and 1.29 of these Terms and Conditions.
- The Administrator shall issue an Advance under this Agreement in accordance with Part 2 of this application and using the Advance Rate on the Livestock, upon the execution of this Repayment Agreement by the Administrator. The Producer must provide a BRM Program Coverage Report demonstrating participation in an eligible BRM Program.
- Any Advance on all eligible Livestock, standard or continuous flow, or any installment on such an Advance shall be issued as per the date specified in Subsections 1.11 and 1.29 of these e) Terms and Conditions, as applicable.
- The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.

#### 3.0 Repayment of the Advance

#### 3.1. Repayment of the Advance - Field Crops & Honey

- The Producer shall repay the amount of the Advance as specified in this Repayment Agreement to the Administrator as the Agricultural Products listed on the Advance are sold, and, within the earlier of thirty (30) calendar days of receipt of payment and the Producer provides proof of sale with the repayment. The minimum repayment amount is calculated by multiplying the Advance Rate in effect at the time the Advance was issued by the number of production units sold. Repayment can be made with one, or a combination, of the following:
  - Where the Producer sells Agricultural Product for which the Advance was made to a buyer and requests that the buyer remit a repayment to the Administrator by withholding from any amount they pay to the Producer for each unit of Agricultural Product, until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid. The Producer shall remain liable to the Administrator for repayment of any part of the Advance where the buyer has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
  - Where the Producer sells or disposes of Agricultural Product for which the Advance was made and pays directly to the Administrator for each unit of Agricultural Product, until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid.
  - Where the Producer has assigned, or otherwise agreed to transfer, by way of the Repayment Agreement, potential payments from one or more BRM Programs, to the Administrator, the Producer agrees that these payments must be used to repay the amount of outstanding Advance minus the value of remaining Agricultural Product directly by the BRM Administrator or within five (5) calendar days of receipt of such amounts by the Producer before the end of the applicable Production Period. The Administrator will reimburse any amount received from a BRM Program in excess of the outstanding Advance to the Producer within seven (7) calendar days of receipt of the payment.

#### Repayment of the Advance - Livestock 3.2.

- The Producer shall repay the amount of the Advance as specified in this Repayment Agreement to the Administrator by the end of the Production Period:
  - a) For a Standard Advance, where the Producer otherwise sells or disposes of that portion of Agricultural Product in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product within thirty (30) calendar days of receipt of payment, an amount at the Advance rate in effect at the time the Advance was issued 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:
  - For a Continuous Flow Advance, where the Producer otherwise sells or disposes of that portion of Agricultural Product in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product within twelve (12) months from the date the Advance was made but no later than the end of the Production Period, an amount at least the Advance rate in effect at the time the Advance was issued until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. The total repayment should be supported by proof of sale.
  - By assigning to the Administrator amounts payable to the Producer under an eligible BRM program which the Administrator will apply to repay the Advance within five (5) calendar days of receipt of such amounts until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. The Administrator will reimburse any amount received from a BRM program in excess of the outstanding Advance to the Producer within seven (7) calendar days of receipt.
- 3.2.2. Where Agricultural Products in respect of which an Advance is made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than twenty-one (21) calendar days after the end of the applicable Production Period.
- If the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product or part of the Agricultural Product in the manner described in paragraph 3.1.1(a) 3.2.3. of these Terms and Conditions, the Producer shall:
  - Indicate in writing to the Administrator to which buyer, named by the Administrator, the Agricultural Product will be sold, prior to selling the said product to such buyer; and
  - Notify the Administrator immediately upon receiving any information to the effect that the named buyer is not promptly remitting to the Administrator the amount so withheld; and remain liable to the Administrator for repayment of any part of the Advance where the said buyer has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its agreement with the Administrator.





#### Repayment of the Advance - General

- This section applies to Field Crop and Honey Advances and Livestock Advances, as referenced respectively in 3.1 and 3.2 above. In addition to those mandatory payments and requirements under the paragraphs of 3.1.1 and 3.2.1 above, the Producer may choose to repay the Advance:
  - By making a repayment without proof of sale of \$10,000 or ten percent (10%) of the total amount of the Advance, whichever is greater. If the Producer chooses to repay an amount in excess of such amounts without proof of sale of the Agricultural Product, the Producer will be charged an interest penalty at the rate of TD Prime on the excess amount from the date the Advance was issued to the date of the repayment, and the Producer agrees to repay all interest related to repayments without proof of sale by the end of the applicable Production Period. Failure to repay such amounts will result in the account being placed in Default.
  - By assigning to the Administrator amounts payable under a listed BRM Program or by paying directly to the Administrator any amount received by the Producer under an eligible BRM Program before the end of the applicable Production Period.
  - By paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale, or disposal, where applicable.
  - By making a repayment without proof of sale or disposal if the Administrator is satisfied through inspection or third party verification, that the Agricultural Product in respect of which the Advance was made, has not been disposed of by the Producer at the time of the repayment. Inspection or verification, as applicable, is required to be provided in advance of the repayment and all costs are the responsibility of the Producer.
- 3.3.2. This section applies to Field Crop & Honey Advances and Livestock Advances, as referenced respectively in 3.1 and 3.2 above. If a Producer, that is an individual, dies or is declared legally incapable of making decisions, no penalty for failing to provide proof of sale for an Agricultural Product will be imposed under the Repayment Agreement if repayment is made on behalf of

#### 4.0 Security Interests

- The Producer agrees to grant a security interest in the Producer's Agricultural Product, and on any subsequent Agricultural Products of the same nature produced by the Producer, as 4.1. collateral in the amount of the Eligible Advance until the full repayment of the Producer's liability under Sections 22 and 23 of the AMPA. The Producer further agrees that the Administrator's interest shall rank prior to the interest of any other creditor or security holder and confirms that the Producer has obtained signed priority agreements from all entities who have or may be entitled to have an interest in the Agricultural Product(s) ranking ahead of the Administrator including those listed in Part 1 of this application or otherwise identified through lien search, or alternatively, has provided express consent to the Administrator in the Repayment Agreement (Pages 14 -15) to enter into priority agreements with input suppliers, creditors or security holders on behalf of the Producer. The Producer also agrees that upon Default, the Administrator has the right to seize the Producer's Agricultural Product(s) and any subsequent Agricultural Product wherever situated and sell the Agricultural Product as it sees fit in order to realize upon any amount outstanding under this Repayment Agreement including interest and any legal costs and apply the proceeds against the Producer's liability (as defined in 5.3 of these terms and conditions) until fully repaid.
- 4.2. To further secure the repayment, the Producer has irrevocably assigned the Producer's BRM Program repayments to the Administrator to secure repayment of all monies owing by the Producer to the Administrator as defined in 5.3 until fully repaid. The Producer acknowledges that all BRM Program repayments will be paid automatically to the Administrator until payment in full (as defined in 5.3) is received. The Producer further agrees that the Producer has obtained all signed priority agreements such that the Administrator's interest in the BRM Program payments shall rank prior to the interest of any other creditor or security holder. If the Advance is for Agricultural Products that have not been produced or are in the process of being produced, the Producer agrees to grant a security interest on the proceeds of a program listed in the Schedule as collateral to the Administrator in the amount of the Advance plus interest and costs as provided in this Agreement.
- Should the Producer suffer a loss prior to the reseeding deadlines in the province of operation, the Producer agrees to reseed in order to ensure that they continue to qualify for a full 4.3. production insurance indemnity should additional losses be suffered; otherwise, the Producer will repay any unsecured amount of the Advance within thirty (30) calendar days of the reseeding deadline, failing this the Producer will be declared in Default.
- For a Continuous Flow Advance, the level of inventory on which the Advance was calculated must be the minimum inventory maintained throughout the Advance Cycle. 4.4.
- The Producer agrees to provide continuous LPI coverage at two (2) times the value of the APP Advance. The Producer agrees to notify the Administrator of their intention to renew their LPI contract ten (10) calendar days prior to the expiration of the LPI contract used to secure this APP Advance. If the Producer does not renew their LPI contract, at two (2) times the value of the APP Advance, the Producer must repay their Advance in full, repay the value of the Advance in excess of the LPI security value, or provide to the Administrator an alternative Eligible Form of Security within sixty (60) calendar days of the expiration date of the LPI contract used to secure the APP Advance after which the Administrator will place the Producer in default as described in Section 5 of these Terms and Conditions.
- Should the producer provide express consent to the Administrator to contact creditors or security holders in the Producer's Agricultural Product and to complete priority agreements with input suppliers, said creditors or security holders pursuant to the express consent set forth in the Repayment Agreement (Pages 14 - 15), the parties agree that the aforementioned consent shall be limited to the extent described herein and shall not be construed to be a permanent consent to or a waiver of any terms, provisions, covenants, warranties, agreements or obligations of the Producer in regard to the security agreements executed between the Producer and security holders.
- With the exception of addressing an overpayment, the Agricultural Product(s) used to secure an advance cannot be changed following receipt by the Administrator of the BRM Program Coverage Report, or of other means of confirmation of Production Units, and payment to the Producer of either the second installment or 100 percent of the Maximum Eligible Advance.

### 5.0 Default

- 5.1. The Producer is in default if the Producer:
  - a) Has not met all of the Producer's obligations under the Repayment Agreement by the end of the Production Period for which the Advance was made.
  - Files a notice of intention to make a proposal or makes a proposal under the Bankruptcy and Insolvency Act, is subject to a receiving order under that Act, becomes bankrupt or seeks protection under any other insolvency or bankruptcy related statute; or
  - Is otherwise declared in Default by the Administrator in accordance with this Repayment Agreement.
  - The Administrator shall declare a Producer in Default and immediately inform the Producer of the same, if the Producer:
    - a) Has not met any of the obligations under the Repayment Agreement within thirty (30) 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;
    - At any time breaches irremediably, any substantial obligation under the Repayment Agreement; or
    - c) Provides false or misleading information to the Administrator for the purpose of obtaining a guaranteed advance, or evading compliance with an undertaking to repay it.
- 53 Upon Default, the Producer is liable to the Administrator for:
  - The amount of the Advance outstanding;
  - The interest on the outstanding Advance from the date of the original Advance, at the default rate of interest specified in Subsection 6.2 of these Terms and Conditions; and
  - Costs incurred by the Administrator to recover the outstanding amount, including legal costs approved by the Minister; which may be recovered from the Producer in the form of a default management fee.
- 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 5.4. against any other persons liable under this Repayment Agreement. The Producer is, in addition to the amounts stated in Subsection 5.3 of these Terms and Conditions, liable to the Minister for interest at the rate specified in Subsection 6.2 of these Terms and Conditions on the amount of the Producer's liability under Subsection 5.3 of these Terms and Conditions and the costs incurred by the Minister to recover the amount, including legal costs.
- The Producer is liable to the Minister for the amounts stated in Subsection 5.3. 5.5.
- 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.
- 5.7. If the Producer:
  - a) Defaults and repays in full within (6) six months of being declared in default, the Producer will not be subject to an Ineligibility Period; or





- b) Repays in full beyond (6) six months of being declared in default, the producer will be ineligible to apply for future advances for one year from the date of full repayment of the
- Defaults at least (2) two times during their last (3) three years of APP participation, they will be ineligible to apply for future advances for (2) two years from the date of full repayment of the second defaulted advance.
- Defaults and AAFC honours the guarantee, the producer will be ineligible to apply for future advances for (3) three years from the date of full repayment of the defaulted advance.
- Defaults, AAFC honours the guarantee and the debt is settled through a compromise settlement, the producer will be ineligible to apply for future advances for (6) six years from the date of full repayment of the defaulted advance.
- Defaults and AAFC writes off collection of the debt and ceases collection efforts, the producer will be ineligible to apply for future advances. If the producer subsequently provides full repayment, the producer will be ineligible to apply for a future advance for (3) three years from the date of full repayment.
- Is declared bankrupt, the producer will be ineligible to apply for future advances for (7) seven years from the date the bankruptcy is discharged.
- The Producer agrees to assign to the Administrator amounts payable to the Producer under an eligible BRM Program as identified in the BRM assignment of this application for the repayment of the amount of the eligible Advance plus interest costs provided for in this Repayment Agreement. Such assignment becomes effective and will be registered only when the Producer becomes in default.
- Where applicable, the Producer agrees, pursuant to section 7 of the Limitations Act of Alberta, to the extension of the limitation period for seeking a remedial order for claims arising from this Agreement to six (6) years from the date the Administrator knew, or in the circumstances, ought to have known, of the claim.
- 5.10. For the purpose of this repayment Agreement, an ineligibility period of twelve (12) months may be applied against the Producer by the Administrator once the Producer has repaid his default
- 5.11. If the Producer is in Default, and the Default amount is repaid by the Minister under the Guarantee, becoming a debt to the Crown, the Producer's information, including the amount owed, will be shared with other organizations, including credit bureaus.

#### 6.0 Interest Rate

- The Interest payable by the Producer during the Production Period while in compliance with AMPA and this Repayment Agreement will be:
  - a) 0% on the amount of the Advance designated as interest free:
  - TD Prime rate less 0.5% on the amount of the Advance designated as interest bearing, calculated daily;
  - Zero (0%) percent on the amount up to \$250,000: c)
  - d) TD prime rate less 0.5% on the amount over \$250,000.
- If the Producer is declared in Default, the interest payable by the Producer will be: 6.2.
  - An upfront default fee of 3% of the outstanding balance will be charged;
  - b) TD Prime rate plus 1% on the amount of the outstanding balance from the date the Advance was issued to the date the Producer was declared in Default, calculated daily;
  - TD Prime rate plus 3% 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, calculated daily.
- In the event that the Producer chooses to repay an amount in excess of the limits outlined in 3.3.1(a) of this agreement without proof of sale of the product, the interest payable by the Producer will be Prime on 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.
  - TD Prime rate on repayments without proof of sale more than the greater of \$10,000 or ten percent (10%) of the total amount of the Advance, calculated daily; and
  - b) TD Prime rate on repayments submitted outside the proof of sale deadlines detailed in paragraph 3.1.1 and 3.2.1 calculated daily.
- 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 6.2 (b) will change from the prime rate of the Lender to the average aggregated prime rate ("Prime business" rate) as published in the Daily Digest on the website of the Bank of Canada.

#### 7.0 General Provisions

- 7.1. The Production Period for Agricultural Products commences on October 1, 2023 and terminates on September 30, 2025 for winter cereals; commences on April 1, 2024 and terminates on September 30, 2025 for all other field crops, honey; and commences on April 1, 2024 and terminates March 31, 2026 for cattle advances.
- 7.2. The Producer is aware that a recalculation of the Advance may occur based on a change to current market prices which could result in a repayment being owed within thirty (30) calendar days or a reduction in the amount of the subsequent portion of the Advance.
- 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 7.3. requirements. Failure to provide such documentation as requested by the Administrator may result in a rejection of this Application or in the Producer being declared in Default if the Advance
- The Advance referred to in Sections 1.6, 1.7 and 1.8 of these Terms and Conditions is deemed to have been received on that portion of the Producer's Agricultural Product first sold. The Producer shall not dispose of any other part of this Agricultural Product, in any manner, before disposing of that portion of the Agricultural Product for which the Advance was received.
- 7.5. This Repayment Agreement shall commence upon approval and execution of this Agreement by the Administrator, and shall terminate upon repayment of all amounts provided for in this
- 7.6. The Administrator or its authorized agent has the right to inspect the Agricultural Product and perform a credit check on the Producer at any time during the term of this Agreement.
- 7.7. The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product
- If the Agricultural Product or a portion of the Agricultural Product for which an Advance was made ceases to be in marketable condition, through no fault of the Producer, the Producer shall immediately inform the Administrator and the Producer becomes liable to the Administrator for the portion of the guarantee of the Advance, together with interest on it from the date of the Advance, that is attributable to the unmarketable portion of the Agricultural Product.
- 7.9. The Producer shall respect the terms of the BRM Program used as security and shall ensure that any payments from the BRM Program related to the Agricultural Product are forwarded to the Administrator up to the extent of the Eligible Advance, interest and costs/fee. The Producer must notify the Administrator within seven (7) calendar days if further requests for an assignment of the BRM Program proceeds are made, granted or registered.
- This Repayment Agreement shall be interpreted in accordance with the laws of the Province of Alberta, Canada.
- If production insurance is being used, the Producer shall have insurance on the entire Agricultural Product for which the Advance was made, to the full extent of the Advance, for all insurable perils, until the Producer's liability is repaid or it becomes a stored product. The Producer further agrees that any payout of this insurance will first be used to repay any outstanding Advance.
- Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neuter whenever the context and/or the parties 7.12. hereto require.
- 7.13. 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 that may be necessary or proper to carry out the purpose and intent of this
- 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 7.14. 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.
- 7.15. All parties herein agree that should there be any discrepancies between this agreement and the AMPA and its regulations, the AMPA and its regulations will supersede this Agreement.
- No Amendment to this Agreement which may result in the reduction of the value of the security pursuant to Section 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:
  - The value of the produced Agricultural Product has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product to the Producer's animals than to sell it:
  - The cost of feed has increased to the point where it is more beneficial to feed the Agricultural Product to the Producer's animals than to purchase feed.





- Unless authorized by the Minister, any amendment to the Repayment Agreement as per subsection 7.16 of these Terms and Conditions will not be retroactive and will come into force on the day that the amendment is signed and will substantially conform with the APP Administrator's amendment of the Repayment Agreement. The parties recognize that any interest benefit received as a result of paragraph 6.1(a) of these Terms and Conditions before the coming into force of the amendment does not need to be reimbursed.
- 7.18. It is agreed that all pages of this application form part of the Terms and Conditions of the Repayment Agreement including the Administration Fees.
- 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 Companies' Creditors Arrangement Act and the Farm Debt Mediation Act, the Producer's application must be rejected.
- 7.20. This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. A counterpart signed by one party hereto and transmitted by facsimile or electronically shall have the same effect as a counterpart originally signed by such party.
- All parties herein agree that the electronic signature of a party to the Repayment Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Repayment Agreement. The parties agree that any electronically signed document (including the Repayment Agreement) shall be deemed (i) to be "written" or "in writing." (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. No party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.
- For purposes of section 7.0 of the terms and conditions hereof (i) "electronic signature" means electronic information that a person creates or adopts in order to sign a document that is in, submitted with, attached to or associated with any document contained within this Repayment Agreement; (ii) "electronic information" includes any information created, recorded, transmitted or stored in digital form or in other intangible form by electronic, magnetic or optical means or by any other means that has capabilities for creation, recording, transmission or storage similar to those means, and (iii) "electronically" has a corresponding meaning.
- 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 offfarm at a commercial storage facility, the Producer must ensure that the commercial storage facility has such insurance.
- 7.24. 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.
- Where the Alberta Grains 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 7.25. 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 Alberta Grains reserves the right to continue to pursue the repayment of these Default Management Fees from the Producer.
- 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, or a period agreed to by the Administrator and the Minister, exclusion from the APP and/or other Agriculture and Agri-Food Canada programs, and prosecution.

### 3.2) Declarations of the Individual Producer & Repayment Agreement

The Advance Payments Program (APP) is a Government of Canada program which supports the provision of cash advances to Producers across Canada. Under the APP, Agriculture and Agri-Food Canada (AAFC) provides funding to guarantee advances taken by Producers through farm organizations and covers the interest on the first \$250,000 advances on all commodities taken by each Producer under the program.

- 1) I am applying as an individual for an Advance payment pursuant to the Advance Payments Program (APP).
- 2) I am of the age of majority and a Canadian Citizen or a permanent resident.
- 3) I am the producer of the Agricultural Product for which this application is made.
- 4) No other person has an interest in the Agricultural Product with respect to which this Application is made, and the Agricultural Product will be sold in my name.
- 5) I am not required by the Income Tax Act to report income from other farming operations or other corporations carrying on a farm business, other than the one named in this Application and Repayment Agreement, otherwise I have listed on the Producer's Declaration all other farming operations and corporations carrying on farm operations in which I have an interest.
- 6) Neither I, nor any of the Related Producers and farming operations listed in this Application & 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), New Advance Payments Program (NAPP), Advance Payments Program (APP) or the Agricultural Marketing Programs Act (AMPA).
- I am not ineligible under an Advance guarantee agreement made pursuant to AMPA/SCAP/ESCAP.
- I am requesting an Advance on a Storable Agricultural Product or a Non-Storable Agricultural Product (including livestock), and have made an application for production insurance and/or am participating in the AgriStability program as outlined in this Application and Repayment Agreement.
- 9) I certify, if I am requesting an Advance on a Storable Agricultural Product in Post Production, I have sufficient Agricultural Product in storage to justify the amount advanced in this Application and Repayment Agreement.
- 10) Except in the case of Emergency Advances for "severe economic hardship", I declare having submitted the duly completed priority agreements required for every secured creditor that has an assignment on the proceeds of crop insurance and/or AgriStability used to secure the Advance, as applicable, and/or holds a lien or encumbrance on the Agricultural Products listed in this Application and Repayment Agreement. The only Secured Parties or entities entitled to security by advancing agricultural inputs on the Agricultural Products are those stated on this Application.
- 11) I agree that a credit check and an inspection of the Agricultural Products may be performed prior to issuing an advance or at any time while an Application is pending or the Advance is
- 12) 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 Canada reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
- 13) I declare that this Application is consistent with the purpose of the APP.
- I certify that all of the information provided in this Application is true and correct in every respect.
- 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. 15)
- 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 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 further agree that the extended limitation period should be of six years.
- 17) I authorize Alberta Grains (AG) and AAFC to 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 and Repayment Agreement, 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 and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. You may access your 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/. Your request should be mailed to: Agriculture and Agri-Food Canada, Coordinator, Access to Information and Privacy, Room 227, Tower 5, 4th Floor 1341 Baseline Road, Ottawa, Ontario, K1A 0C5 Tel. 613-773-1386 Fax. 613-773-1380.
- I authorize AG and AAFC to convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to the Federal and Provincial Governments and their agencies; and the Lender (TD) for the purposes of verifying APP entitlements, verification, assignment and realization of security.
- I authorize AG and AAFC and organizations administering BRM Programs to 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.
- 20) I consent to the right of the Minister of AAFC to contact me for purposes of evaluating AMPA.
- 21) 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.
- I acknowledge that, in cases where I as the Producer am declared in Default and the Minister makes payment under the guarantee, the Minister is, subrogated to the Administrator's Rights 22) against the Producer in Default and against persons who may be personally liable under this Repayment Agreement.
- 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; 23) am not bankrupt or seeking protection under any other insolvency or bankruptcy related statutes such as the Companies' Creditors Arrangement Act and the Farm Debt Mediation Act.
- 24) I agree to maintain and to keep the Agricultural Products in marketable quality and adequately stored. If the stored Agricultural Products become unmarketable, I agree to notify AG and repay the Advance within thirty (30) calendar days. In the case of Non-Storable Agricultural Products, I agree to maintain them in marketable form until disposed of.
- I agree that in the event that funding levels to the Department of Agriculture and Agri-Food Canada are changed by Parliament due to extraordinary circumstances, the Minister reserves the right 25) to terminate interest payments under the agreement. The Administrator shall provide, in writing, sixty (60) calendar days' notice to the Producer of the intended termination date of the interest free provision. The Producer will be responsible to the Administrator for any subsequent interest associated with the agreement irrespective of the stated program guidelines or overall objective of this Agreement.
- 26) That in order to determine my financial situation. I authorize AG or its Credit Bureau, from my suppliers or from other financial institutions and from references I have provided in this Agreement. I authorize the information provided in this Agreement to be given to my supplier or financial institutions to whom I do business with. If I have given AG my personal information, AG may treat it as information to be used as an aid to identify me with the credit bureau and other parties. I agree to the collection and release of information by AG at their discretion and waive our rights
- 27) I acknowledge that the AG, on behalf of the federal government, may register an assignment with the provincial production insurance agency without further notice, giving the Advance priority on any production insurance payouts up to the amount owing on the Advance, plus any interest.
- 28) I acknowledge that the AG, or the Federal Government, may register an assignment on BRM Program payments giving the Advance priority on any BRM Program payments up to the amount
- I authorize AG and AAFC and organizations administering BRM Programs to convey the information contained in this Application and Repayment Agreement, as well as associated documentation, 29) both personal and otherwise, to other organizations administering the APP, for the purpose of verifying benefits under the APP.
- 30) That AG, on behalf of Agriculture and Agri-Food Canada, may deposit a copy of this Application with the Producer's provincial production insurance agency and effective upon such deposit, the Producer will be deemed to have transferred and assigned to AG all of the Producer's indemnities otherwise payable to the Producer under the Producer's contract(s) of insurance with such agency for all current crops up to the amount of the Advance, plus interest and costs, and any such payments can be made payable only to the AG.
- I declare that if I suffer a loss prior to the reseeding deadlines in the province in which I operate, I will reseed in order to ensure that I continue to qualify for a full production insurance indemnity should additional losses be suffered; otherwise, I will repay any unsecured amount of the Advance within thirty (30) calendar days of the reseeding deadline. Failing to do this, I will be declared in Default.





- I agree that if I am using Agristability as security on the Advance, that I will report any changes to the reference margin or program coverage to AG immediately.
- Authorization to collect and Disclose Information Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions / Livestock Price Insurance may disclose my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, to AG and AAFC for the purpose of AAFC's Advance Payments Program. The information collected may include, but is not limited to, crop insurance information, AgriStability information, Global Ag Risk Solutions information, and LPI information, and income and expenses related to my business or farming operation.
  - Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions /Livestock Price Insurance may collect my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, from AG and AAFC for the purpose of AAFC's Advance Payments Program.
  - AAFC and AG may use this information to verify and assess the Application and Repayment Agreement, as well as to administer, audit, analyze, and evaluate the Advance Payments Program as determined by AAFC or AG.
  - I acknowledge that Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions/Livestock Price Insurance may also collect and disclose personal information for these purposes.
- I acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first reduce the portion on 34) which the Minister pays the interest.
- 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. 35)
- No other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- I have disclosed on Part 1 of this Application all previous outstanding advances received from Alberta Grains or other administrators for this or any other Program Year, including defaults on 37) these advances where applicable.
- 38) Lam 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 Part 1 of this Application.
- I have provided to Alberta Grains 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.
- 40) 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).
- I have listed on Part 1 of this Application all secured creditors that have or may have a security interest in the Agricultural Product(s), and that have an assignment on the proceeds of the Eligible 41) BRM Program(s) used to secure this Advance, as applicable with respect to which this Application is made.
- I declare that I have multi-peril insurance on the farming operation which includes coverage for all Livestock and/or Storable Agricultural Product(s) that are kept/stored on this farming 42) 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.
- I understand that an appeal process is in place for cases where the Application is rejected. It is understood 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. Producers will not be able to appeal the advance amount(s) it is determined they are eligible to receive under the program.
- Lunderstand 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, or a period agreed to by the Administrator and the Minister, exclusion from this and/or other Agriculture and Agri-Food Canada programs, and/or prosecution.
- I consent to the Administrator redistributing advances among me and my related producers in order to maximize the interest-free benefits. I understand that in consenting, this redistribution may result in a reduction of the interest-free portion of my advance, meaning that a portion may become interest-bearing and I will be therefore be responsible for paying the interest on it. I understand that the Administrator will notify me of any redistribution affecting my advance.
- I will notify the administrator immediately of any material loss, destruction or damage to the Agricultural Product(s) used to secure the advance(s) under this Repayment Agreement. 46)
- I have disclosed on Part 1 of the Application all advances that I have requested and/or have outstanding from this or other administrators for this or any other Program Year, including defaults on these advances where applicable.
- I understand that if the Advance goes into Default, and the Default amount is repaid by the Minister under the Guarantee, becoming a debt due to the Crown, my information, including the 48) amount owed, will be shared with other organizations, including credit bureaus.



Agriculture and Agri-Food Canada

Advance Payments Programme de Program Program Programe de Program Programme de Prog

## Agriculture et Agroalimentaire Canada

# Manitoba

# **FARMCASH ADVANCE RATE**

CROP COMMODITIES	\$/MT
Alfalfa	104.852
Barley	142.980
Barley - Feed	133.448
Beans - Other Colored	535.870
Beans - Pinto	504.350
Beans - White	483.272
Buckwheat	395.578
Canary Seed	366.982
Canola	276.428
Chickpeas - Kabuli	462.320
Corn	125.710
Durum	176.342
Fababeans	172.320
Flax	271.662
Нау	85.788
Hemp Seed	787.343
Lentils	294.20
Mustard	548.090
Oats	142.980
Oats - Feed	142.980
Peas - Dry	148.850
Rye - Fall	107.235
Rye - Spring	104.852
Soybeans	243.066
Timothy Hay - Choice	66.724
Timothy Hay - Premium	71.490
Timothy Hay - Standard	76.256
Timothy Hay - Supreme	81.022
Triticale	114.384
Wheat	142.980
Wheat - Feed	114.384
Wheat - Winter	142.980

CROP COMMODITIES	\$/LB
Alfalfa Seed	0.6672
Bromes Grass - Smooth Seed	1.4298
Clover Seed - S.C. Red	0.5243
Fescue Seed - Creeping Red	0.5719
Hemp Grain - Conventional	0.3575
Quinoa - Conventional	0.6196
Sunflower - Non-Oil	0.1906
Timothy Hay - Seed	0.3336

LIVESTOCK	\$/HEAD
Bison - Feeder (650 - 750 lbs)	916.9784
Bison - Finished (900 - 1050 lbs)	1,317.0841
Bull - Breeding - Mature - More than 2 yrs	2,2335.3400
Bull - Breeding - Yearling - Less than 2 yrs	2,168.5300
Calf - Feeder (400 - 700 lbs)	1,233.4408
Cattle - Feeder (700 - 900 lbs)	1,227.7216
Cattle - Finished (Less than 1250 lbs)	1,175.7722
Cattle - Finished (More than 1250 lbs)	1,531.3158
Cow - Breeding - Mature - has calved	1,239.1600
Heifers - Breeding - Bred	1,229.6280
Heifers - Breeding - Calf	843.1054

HONEY	\$/LB
Honey	1.1915

### **USE CONVERSION CHART BELOW FOR REFERENCE**



GRAIN COMMODITY	POUNDS PER BUSHEL	BUSHELS PER METRIC TONNE	
BARLEY	48 LB = 1 BU	45.93 BU = 1 MT	
CANOLA / MUSTARD/ CANARY SEED / CAMELINA	50 LB = 1 BU	44.09 вu = 1 МТ	
CORN / FLAX / RYE / TRITICALE	56 LB = 1 BU	39.37 вu = 1 МТ	
WHEAT / SOYBEANS / BEANS LENTILS / PEAS / CHICKPEAS	60 LB = 1 BU	36.74 BU = 1 MT	



Agriculture and Agri-Food Canada

Advance Payments Program Agriculture et Agroalimentaire Canada Programme de paiements anticipés

Commodity	Province	Unit	Rate
Alfalfa	AB	MT	2.374
Alfalfa	МВ	MT	2.374
Alfalfa	SK	MT	2.374
Alfalfa	ВС	MT	2.374
Alfalfa Seed	AB	LB	250
Alfalfa Seed	МВ	LB	220
Alfalfa Seed	SK	LB	125
Alfalfa Seed	ВС	LB	330
Barley	AB	MT	0.762
Barley	MB	MT	0.762
Barley	SK	MT	0.762
Barley	ВС	MT	0.762
Barley - Feed	AB	MT	0.762
Barley - Feed	МВ	MT	0.762
Barley - Feed	SK	MT	0.762
Barley - Feed	ВС	MT	0.762
Meadow Brome Grass - Seed	AB	LB	100
Meadow Brome Grass - Seed	МВ	LB	100
Meadow Brome Grass - Seed	SK	LB	100
Meadow Brome Grass - Seed	ВС	LB	100
Smooth Brome Grass - Seed	AB	LB	100
Smooth Brome Grass - Seed	MB	LB	100
Smooth Brome Grass - Seed	SK	LB	100
Smooth Brome Grass - Seed	ВС	LB	100
Buckwheat	AB	MT	0.261
Buckwheat	MB	MT	0.261
Buckwheat	SK	MT	0.261
Buckwheat	ВС	MT	0.261
Canary Seed	AB	MT	0.340
Canary Seed	MB	MT	0.340
Canary Seed	SK	MT	0.340
Canary Seed	ВС	MT	0.340
Canola	AB	MT	0.454
Canola	MB	MT	0.454
Canola	SK	MT	0.454
Canola	ВС	MT	0.454
Clover Seed - Alsike	AB	LB	185
Clover Seed - Alsike	MB	LB	185
Clover Seed - Alsike	SK	LB	185
Clover Seed - Alsike	ВС	LB	185
Clover Seed - Single Cut Red	AB	LB	185
Clover Seed - Single Cut Red	МВ	LB	185

Clover Seed - Single Cut Red	SK	LB	185
Clover Seed - Single Cut Red	BC	LB	185
Coriander	AB	LB	700
Coriander	MB	LB	700
Coriander	SK	LB	700
Coriander	BC	LB	700
Corn	AB	MT	1.850
Corn	MB	MT	1.850
Corn	SK	MT	1.850
Corn	BC	MT	1.850
Corn - Feed	AB	MT	1.450
Corn - Feed	MB	MT	1.450
Corn - Feed	SK	MT	1.450
Corn - Feed	BC	MT	1.450
Crested Wheatgrass	AB	LB	175
Crested Wheatgrass	MB	LB	175
Crested Wheatgrass	SK	LB	175
Crested Wheatgrass	BC	LB	175
Beans - Other Coloured	AB	MT	0.408
Beans - Other Coloured	MB	MT	0.408
Beans - Other Coloured	SK	MT	0.408
Beans - Other Coloured	BC	MT	0.408
Beans - Pinto	AB	MT	0.408
Beans - Pinto	MB	MT	0.408
Beans - Pinto	SK	MT	0.408
Beans - Pinto	BC	MT	0.408
Beans - White	AB	MT	0.408
Beans - White	MB	MT	0.408
Beans - White	SK	MT	0.408
Beans - White	BC	MT	0.408
Chickpeas - Desi	AB	MT	0.408
Chickpeas - Desi	MB	MT	0.408
Chickpeas - Desi	SK	MT	0.408
Chickpeas - Desi	BC	MT	0.408
Chickpeas - Kabuli	AB	MT	0.408
Chickpeas - Kabuli	MB	MT	0.408
Chickpeas - Kabuli	SK	MT	0.408
Chickpeas - Kabuli	BC	MT	0.408
Durum	AB	MT	0.680
Durum	MB	MT	0.680
Durum	SK	MT	0.680
Durum	BC	MT	0.680
Fababeans	AB	MT	0.408

Fababeans	MB	MT	0.408
Fababeans	SK	MT	0.408
Fababeans	ВС	MT	0.408
Fescue Seed - Creeping Red	AB	LB	200
Fescue Seed - Creeping Red	MB	LB	200
Fescue Seed - Creeping Red	SK	LB	200
Fescue Seed - Creeping Red	ВС	LB	200
Fescue Seed - Sheeps	AB	LB	200
Fescue Seed - Sheeps	MB	LB	200
Fescue Seed - Sheeps	SK	LB	200
Fescue Seed - Sheeps	ВС	LB	200
Flax	AB	MT	0.457
Flax	MB	MT	0.457
Flax	SK	MT	0.457
Flax	ВС	MT	0.457
Flax - Organic	AB	MT	0.381
Flax - Organic	MB	MT	0.381
Flax - Organic	SK	MT	0.381
Flax - Organic	ВС	MT	0.381
Нау	AB	MT	2.374
Нау	MB	MT	2.374
Нау	SK	MT	2.374
Нау	BC	MT	2.374
Hemp Seed	AB	MT	0.225
Hemp Seed	MB	MT	0.225
Hemp Seed	SK	MT	0.225
Hemp Seed	BC	MT	0.225
Lentils	AB	MT	0.408
Lentils	MB	MT	0.408
Lentils	SK	MT	0.408
Lentils	ВС	MT	0.408
Mustard	AB	MT	0.454
Mustard	MB	MT	0.454
Mustard	SK	MT	0.454
Mustard	ВС	MT	0.454
Oats	AB	MT	0.925
Oats	MB	MT	0.925
Oats	SK	MT	0.925
Oats	ВС	MT	0.925
Oats - Feed	AB	MT	0.925
Oats - Feed	MB	MT	0.925
Oats - Feed	SK	MT	0.925
Oats - Feed	BC	MT	0.925

Oats - Organic	AB	MT	0.848
Oats - Organic	MB	MT	0.848
Oats - Organic	SK	MT	0.848
Oats - Organic	ВС	MT	0.848
Peas - Dry	AB	MT	0.680
Peas - Dry	MB	MT	0.680
Peas - Dry	SK	MT	0.680
Peas - Dry	ВС	MT	0.680
Peas - Organic	AB	MT	0.680
Peas - Organic	MB	MT	0.680
Peas - Organic	SK	MT	0.680
Peas - Organic	ВС	MT	0.680
Quinoa	AB	LB	700
Quinoa	MB	LB	700
Quinoa	SK	LB	700
Quinoa	BC	LB	700
Quinoa - Organic	AB	LB	700
Quinoa - Organic	MB	LB	700
Quinoa - Organic	SK	LB	700
Quinoa - Organic	BC	LB	700
Rye	AB	MT	0.762
Rye	MB	MT	0.762
Rye	SK	MT	0.762
Rye	BC	MT	0.762
Soybeans	AB	MT	0.408
Soybeans	МВ	MT	0.408
Soybeans	SK	MT	0.408
Soybeans	BC	MT	0.408
Sunflower - Non-oil	AB	MT	0.730
Sunflower - Non-oil	MB	MT	0.730
Sunflower - Non-oil	SK	MT	0.730
Sunflower - Non-oil	BC	MT	0.730
Sunflower - Oil	AB	MT	0.730
Sunflower - Oil	МВ	MT	0.730
Sunflower - Oil	SK	MT	0.730
Sunflower - Oil	BC	MT	0.730
Timothy Hay - Seed	AB	LB	250
Timothy Hay - Seed	MB	LB	200
Timothy Hay - Seed	SK	LB	150
Timothy Hay - Seed	BC	LB	250
Timothy Hay - Choice	AB	MT	2.374
Timothy Hay - Choice	MB	MT	2.374
Timothy Hay - Choice	SK	MT	2.374

Timothy Hay - Choice	ВС	MT	2.374
Timothy Hay - Premium	AB	MT	2.374
Timothy Hay - Premium	MB	MT	2.374
Timothy Hay - Premium	SK	MT	2.374
Timothy Hay - Premium	BC	MT	2.374
Timothy Hay - Standard	AB	MT	2.374
Timothy Hay - Standard	МВ	MT	2.374
Timothy Hay - Standard	SK	MT	2.374
Timothy Hay - Standard	BC	MT	2.374
Timothy Hay - Supreme	AB	MT	2.374
Timothy Hay - Supreme	МВ	MT	2.374
Timothy Hay - Supreme	SK	MT	2.374
Timothy Hay - Supreme	BC	MT	2.374
Triticale	AB	MT	0.576
Triticale	МВ	MT	0.576
Triticale	SK	MT	0.576
Triticale	BC	MT	0.576
Wheat	AB	MT	0.599
Wheat	МВ	MT	0.599
Wheat	SK	MT	0.599
Wheat	BC	MT	0.599
Wheat - Feed	AB	MT	0.599
Wheat - Feed	МВ	MT	0.599
Wheat - Feed	SK	MT	0.599
Wheat - Feed	BC	MT	0.599
Wheat - Organic	AB	MT	0.707
Wheat - Organic	МВ	MT	0.707
Wheat - Organic	SK	MT	0.707
Wheat - Organic	BC	MT	0.707
Winter Wheat	AB	MT	0.599
Winter Wheat	МВ	MT	0.599
Winter Wheat	SK	MT	0.599
Winter Wheat	BC	MT	0.599
Winter Wheat - Organic	AB	MT	0.761
Winter Wheat - Organic	MB	MT	0.761
Winter Wheat - Organic	SK	MT	0.761
Winter Wheat - Organic	ВС	MT	0.761