

- 8) 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.
- 9) I declare that this Application is consistent with the purpose of the APP.
- 10) I certify that all of the information provided in this Application is true and correct in every respect.
- 11) I understand that failing to comply with Application requirements may delay the processing of the Application or may render me ineligible for receiving on Advance under the Program.
- 12) I authorize the Feeder Finance Co-operative that receives this form to share the information collected in the form with the Minister of Agriculture and Agri-Food for the purposes of administering the Advance Payments Program under agreement with the BC Breeder and Feeder Association, pursuant to the Agricultural Marketing Programs Act,
- 13) I authorize the Minister of Agriculture and Agri-Food to share the information with the BC Minister of Agriculture for the purpose of administering the Advance Payments Program and the BC Feeder Associations Loan Guarantee Program;
- 14) I authorize the Minister of Agriculture and Agri-Food to share any additional information that you provide as your application is processed with lending institutions and the parties mentioned below for the purposes of determining eligibility;
- 15) I authorize the Feeder Finance Co-operatives, the BC Breeder and Feeder Association (BCBFA), the BC Minister of Agriculture (BCMA), and the Department of Agriculture and Agri-Food Canada (AAFC) (the "parties") to collect the information in this form and all information in conjunction with the application and related documents for a loan under the BC Feeder Associations Loan Guarantee Program and to use the information to administer the BC Feeder Associations Loan Guarantee Program or the Advance Payments Program (the "Programs"). The information will also be used for the purposes of verifying the Program entitlements, verification with third parties of any information provided by you, verification, assignment and realization of security and may be shared with financial institutions for these purposes;
- 16) I have read all the terms and conditions which are attached to and form part of this Application and I agree to comply with such terms and conditions.
- 17) 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.

The applicant must ensure that all the information provided on the Application and Declaration 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.

****PLEASE LIST ALL OUTSTANDING APP ADVANCES WITH BCBFA OR ANY OTHER ADMINISTRATOR**.**

Administrator	Date	Commodity	Amount

The total amount(s) of other Advances made to me or attributed to me by my involvement in a corporation or partnership under the APP 2017 and APP 2019 cannot exceed \$100,000 at any time by all Administrators

I, (Name of Individual Producer) _____, hereby agree that the information provided in this Application is true and accurate based on my knowledge at the time of the application,

Signature of Applicant: _____

Date: _____

Signature of Witness: _____ Date: _____
(Must not be a relative)

ADMINISTRATION FEE: \$150.00

FOR OFFICE USE ONLY

Application approved Application not approved

Authorized Administrator Signature: _____ Date: _____

PART 4 – TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

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

1.0 Important Terms

- 1.1 "AAFC" means Agriculture and Agri-Food Canada.
- 1.2 "Administrator" means the BC Breeder and Feeder Association (BCBFA) or its authorized agents.
- 1.3 "Repayment Agreement" means the completed Program Application, including these Terms and Conditions, and any agreement signed under the BC Feeder Associations Loan Guarantee Program signed by the Producer and an authorized representative of the Administrator.
- 1.4 "AMPA" means Agricultural Marketing Programs Act.
- 1.5 "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.6 "Program" means the Advance Payments Program (APP).
- 1.7 "SCAP" means the Spring Credit Advance Program.
- 1.8 "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.9 "Feeder Finance Co-operatives" means an agent of the Administrator expressly authorized to act on behalf of the Administrator for the purposes of delivering the APP.
- 1.10 "BC Feeder Associations Loan Guarantee Program" means the provincial guarantee program in which the Producer participates and that is supplemented by the APP in accordance to this agreement.
- 1.11 "Agricultural product" means the agricultural products that are listed in Part 2 of this Application.
- 1.12 "Advance on agricultural product" means the amount received pursuant to the BC Feeder Associations Loan Guarantee Program based on eligible agricultural product that the producer has in storage but which does not exceed the eligible Advance.
- 1.13 "Advance Rate" means the rate of issuance applicable to Advances issued prior to **March 31, 2020**.
- 1.14 "Eligible Advance" means the Advance the producer is entitled to under APP as calculated in the Application for an Advance Worksheet.
- 1.15 "The Application for an Advance Worksheet" means the template used to calculate the eligible Advance for the purposes of the APP.
- 1.16 "Production Period" means **April 1, 2019** to the repayment date for loans issued under the BC Feeder Associations Loan Guarantee Program, or **March 31, 2021**, whichever is earlier.

2.0 Issuance of the Advance

- 2.1 Agriculture and Agri-Food Canada will set the Advance rate by way of agreement with the Administrator and only those eligible amounts will be entitled for interest reimbursement. Under the Agricultural Marketing Programs Act (AMPA) the Minister of Agriculture and Agri-Food may set the Advance rate up to 50% of the expected selling price.
- 2.2 The Producer and any related producers are only entitled to receive the \$100,000 interest-free entitlement under the Advance Payments Program once during the production period by all administrators and programs including the Commodity Loan Guarantee Program for the same farm operation. Agriculture and Agri-Food Canada will pay interest during the Production period on loans issued under the BC Feeder Associations Loan Guarantee Program, however; Agriculture and Agri-food Canada will not continue to pay interest on any outstanding amounts after **March 31, 2021**.
- 2.3 Based on the information provided by the Producer in the Repayment Agreement, the Administrator shall calculate the Eligible Advance (amount for interest-free provision) in accordance with this Application, and calculate the Producer's interest-free entitlement under the APP.

3.0 Payment of Interest

- 3.1 The interest to be reimbursed by the Minister under this Repayment Agreement shall be calculated at the prime rate minus one quarter of one percentage point per annum (**prime -0.25%**) or the rate of interest charged by the producer's Lender whichever is less, accruing during the production period on the \$100,000 advanced to the producer under the APP for all of the producer's agricultural products AND the percentage of the amounts Advanced to related producers under the APP, for all of their agricultural products that are attributable to the producer pursuant to Subsection 9(2) of the AMPA.

4.0 Repayment of the Advance

- 4.1 The Producer shall repay the amount of the Advance as specified in this Repayment Agreement to the Administrator by repaying the loan(s) under the BC Feeder Associations Loan Guarantee Program by selling the cattle as per the terms of the Feeder Agreement and any extension granted.
- 4.2 The Producer agrees that the proceeds from the first sales of the cattle will be applied against the eligible amounts for interest reimbursement before applying the proceeds against other non-eligible amounts.
- 4.3 The Producer agrees to repay the Advance at the Repayment Rate per head as calculated using the Advance Rate in effect at the time of sale, but in no case shall the repayment be less than the originally established Repayment Rate per head.

5.0 Default

- 5.1 The Producer is in default if the Producer is considered in default according to Section 21 of AMPA. For greater clarity, a default under the BC Feeder Associations Loan Guarantee Program means the Producer shall be declared in default under both BC Feeder Associations Loan Guarantee Program and the Advance Payments Program.
- 5.2 Once in default, the Producer must repay all interest paid on the Producer's behalf. The Producer will be considered ineligible for further interest payments under the APP for a one year period starting from the time the full amount of the loan(s) and interest have been repaid.
- 5.3 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.

6.0 General Provisions

- 6.1 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 Agreement.

- 6.2 This Repayment Agreement shall be interpreted in accordance with the laws of the province of British Columbia, Canada.
- 6.3 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 Repayment Agreement.
- 6.4 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 Repayment Agreement.
- 6.5 The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product.
- 6.6 Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neutral whenever the context and/or the parties hereto require.
- 6.7 In the event that any part of this Repayment Agreement is found to be invalid by a court of law, then the Producer agrees to be bound by the terms and provisions of the balance of this Repayment Agreement.
- 6.8 This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon personal representatives to execute any instruments which may be necessary or proper to carry out the purpose and intent of this Agreement.
- 6.9 The Producer agrees to provide the Administrator with any information requested by the Administrator to substantiate the statements made within this application of further satisfy eligibility requirements. Failure to provide such documentation as requested by the Administrator may result in a rejection of the application or in being declared in default if the Advance has been issued.
- 6.10 The Producer consents to the collection of the information by the above parties for purposes as described and agree that I will repay any amounts paid on my behalf under the Advance Payments Program that are in excess of the amount calculated under the program rules.
- 6.11 Where the Administrator determines that the Producer is insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the *Bankruptcy and Insolvency Act* or is seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Medication Act* the Producer's application must be rejected.

NOTICE – PRIVACY

- 1) The information provided to the BC Breeder and Feeder Association, BC Minister of Agriculture, and the Feeder Finance Co-operative that receives this form is subject to the provincial Freedom of Information and Protection of Privacy Act (FIPPA). Individuals may review their personal information, for accuracy at any time with the parties holding the information. To access your information, please call or write to the contact of the Feeder Finance Co-operative to which you provided the information or the BC Breeder and Feeder Association, as applicable.
- 2) To access your personal information held by BCMAL, please contact the BC IM/IT Privacy & Legislation Coordinator, PO Box 9499 Stn Prov Govt. Victoria BC V8W 9N9 (250-356-6228) CPIAADMIN@gov.bc.ca
- 3) I have read the following privacy notice informing me of AAFC's use of my personal information submitted as part of the APP application process.
 - APP is a federal program delivered by Administrators which collect and use the personal information you submit to administer the program on AAFC's behalf. AAFC routinely receives a small portion of the personal information you submit however, in the event you enter into default, AAFC will receive your entire application file.
 - The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act*. Any personal and business information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the *Privacy Act* and *Access to Information Act*. The information may also be used for statistical and reporting purposes or to evaluate the scope, direction and effectiveness of agricultural programming. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your 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 \(2019\)](#).
 - All non-federal government organizations are obligated to protect personal information in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction.
 - I authorize BCBFA Breeder & Feeder Association to:
 - a) Collect the personal information contained in, with, or pursuant to this Application and Repayment Agreement.
 - b) Convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to provincial governments and their agencies, for the purposes of verifying APP entitlements, verification, assignment and realization of security
 - c) Convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP. For further information regarding the use of your personal information by the APP Administrator or to make a formal request for access to your personal information, please contact Administrator through which you are applying.

BCBFA BC Breeder & Feeder Association

Related Producer's and Outstanding Advances Declaration Form

This declaration will continue for Advances made to this entity now and in the future unless changes are made to corporate structure or program.

Under the Agriculture Marketing Programs Act (AMPA), the Producer is responsible for ensuring that all individual producers, related producers, associates with interest in the Agricultural Product in question and associated Advances are clearly identified.

Applicant's full legal name(s): _____
(MUST MATCH NAME ON APPLICATION)

- ✓ Producers are related if they do not deal with each other at arm's length.
- ✓ In the absence of proof to the contrary, producers are presumed to be related to another producer in any of the following circumstances:
 - ✓ One of the producers is the spouse or common-law partner of the other producer;
 - ✓ One of the producers owns at least 25% of the voting shares of the other producer;
 - ✓ One of the producers owns at least 25% of the voting shares of a corporation that directly or through any other corporation owns 25% of the voting shares of the other producer;
 - ✓ One of the producers is entitled to 25% or more of the profits or revenues of the other producer.
 - ✓ The producer shares any management and administrative services, equipment, facilities or overhead expenses of a farming operation with the other producer, but is not in partnership with that other producer; or
 - ✓ Any other circumstances set out in the *Agricultural Program Marketing Act*.
- ✓ Relatedness affects the applicant's eligibility to receive an advance, as well as the amount of an advance.
- ✓ If you answer "yes" to question 2, you may not be eligible to receive an APP advance, unless you are able to rebut the presumption of relatedness.

1. According to the above definitions are you related to another producer?	YES	NO
2. Has a related producer participated in the APP Program this year or any other year?	YES	NO
3. Are any related producer ineligible as a result of a default under APP, SCAP or ESCAP?	YES	NO

RELATED PRODUCER DECLARATION

If you answered "YES" to any of the questions in Section 1.6 then you must complete Section 1.6.1 and 1.6.2.

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

Name of the related producer	APP ID	Name of the related producer	APP ID

REBUTTAL OF RELATEDNESS BETWEEN 2 INDIVIDUAL PRODUCERS

- ✓ Answer the questions below for each related producer listed in section 1.5.1.
- ✓ If you responded "no" to any of the questions below, you have not rebutted the presumption of relatedness with the producer in question.
- ✓ If you responded "yes" to all the statements below, you have established that you deal at arm's length with the producer(s) in question, and the Administrator may request the appropriate documentation to support your responses, such as articles of incorporation, financial statements, leases, receipts, etc.
- ✓ Attach a separate sheet if required.

1. Name of the related producer:

a. You and the related producer file separate tax returns and/or produce separate financial statements.	YES	NO
b. You and the related producer are not employees or do not act as agents of the other.	YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	YES	NO

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2. Name of the related producer:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	YES	NO
b. You and the related producer are not employees or do not act as agents of the other.	YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	YES	NO
3. Name of the related producer:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	YES	NO
b. You and the related producer are not employees or do not act as agents of the other.	YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	YES	NO
4. Name of the related producer:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	YES	NO
b. You and the related producer are not employees or do not act as agents of the other.	YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	YES	NO

I certify the above to be true and correct. I agree to report any future changes in the producer's structure. I am aware that to make a false statement is an offence.

SIGNATURE OF PRODUCER	DATE