

APPLICATION FOR AN INTEREST REBATE - ADVANCE PAYMENTS PROGRAM (APP)
ALL APPLICATIONS MUST BE RECEIVED BY THE LLG PROGRAM WITHIN 45 DAYS FROM THE
DATE OF YOUR FEEDER SCHEDULE
2011/2012 APP PROGRAM YEAR EXPIRES MARCH 31, 2012

APPLICANTS MUST BE A MEMBER OF A SASKATCHEWAN FEEDER ASSOCIATION UNDER THE LLG PROGRAM



**Agriculture and
Agri-Food Canada**

**Agriculture et
Agroalimentaire Canada**



**Saskatchewan
Ministry of
Agriculture**

PART 1 – PRODUCER INFORMATION (As on Birth or Marriage Certificate)

| | | | | | |
|----------------------------|-------------|-----------------------|-------------------|---------------|--|
| Last Name | | First Name | | Middle Name | |
| Date of Birth (YYYY/MM/DD) | | | APP # | | |
| Address | | | City/Town | | |
| Province | Postal Code | Home Telephone Number | Cell Phone Number | Email Address | |

Feeder Association Name

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

Producer request for an interest rebate on storable agricultural products. *INTEREST WILL BE REBATED WHEN LOAN IS PAID IN FULL.*

| Date of Schedule | Schedule # | # of Cattle on Schedule | Loan Amount on Schedule | Finished or Background | Amount of Eligible Advance for rebate (office use only) |
|------------------|------------|-------------------------|-------------------------|------------------------|---|
| 1) | | | | | |
| 2) | | | | | |
| 3) | | | | | |
| 4) | | | | | |

Yes I have previously declared my related producer status. No material changes have occurred since the declaration was signed. If yes is not checked, I am submitting a new related producer form.

PART 3 - DECLARATION OF THE APPLICANT

- I am applying for the interest payments pursuant to the APP as an individual of the age of majority and a Canadian Citizen or a permanent resident that is principally occupied in farming operation.
- I am the producer of the agricultural product for which this Application is made and I am entitled to the agricultural product or its proceeds as legal or beneficial owner.
- No person other than the Administrator has any interest or rights in the agricultural product with respect to which this Application is made.
- Neither I nor any Related Producer have outstanding advances from previous production periods for an agricultural product of the same designation and neither I nor any Related Producer are in default, or considered ineligible for the production period for which this Application is made, under any repayment agreement pursuant to the Advance Payments for Crops Act (APCA), the Prairie Grain Advance Payments Act (PGAPA), the Spring Credit Advance Program (SCAP), the Enhanced Spring Credit Advance Program (ESCAP) or the Agricultural Marketing Programs Act (AMPA).
- I have sufficient agricultural product in inventory to justify the amount advanced as outlined in Part 2 of this Application.
- 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.
- I declare that this Application is consistent with the purpose of the Program.
- 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 or the Partnership/Corporation/Cooperative that I represent, ineligible for receiving an interest payment under the Program.
- I authorize Saskatchewan Agriculture (SA) 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 SA, pursuant to the Agricultural Marketing Programs Act.
- I authorize the Minister of Agriculture and Agri-Food to share the information with the Livestock Loan Guarantee Program (LLG) for the purpose of administering the Advance Payments Program and the LLG Program.
- 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.
- I authorize the Feeder Associations, the LLG Program, Saskatchewan Agriculture 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 Livestock Loan Guarantee Program and to use the information to administer the Livestock 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;
- 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.
- 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.
- The outstanding amount(s) of other advances made to me or attributed to me by my involvement in a corporation or partnership under the ESCAP, the APP 2010-11 and the APP 2011-12 **cannot exceed \$400,000, at any time by all Administrators: * The total advances eligible for interest rebate cannot exceed \$100,000 per advance period, by all Administrators (including anything attributed from partnership or corporation).**

Including but not limited to CWB, Canola Growers, CLA, and MCLA advances, declare total original amount taken from April 1, 2011 to March 31, 2012 included on the line below.

| | | | | |
|-------------------------|---|--------------------------|---|------------------------|
| \$ _____ | _____ | _____ | = | \$ _____ |
| Previous advances taken | Administrator(s) Name(s) (Please Print) | + eligible amount | | TOTAL OF ALL \$ |

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 _____ (Before March 31, 2012)

Signature of Witness _____ Date _____

(Must not be a relative)

Next.....

THE RELATED PRODUCER AND OUTSTANDING ADVANCES DECLARATION FORM MUST BE COMPLETED AT LEAST ONCE PER PROGRAM YEAR, OR WHEN CHANGES TO RELATEDNESS HAVE OCCURRED TO BE ELIGIBLE FOR THE PROGRAM.

**MAIL APPLICATIONS TO: Livestock Loan Guarantee Program
329 3085 Albert Street
REGINA SK S4S 0B1**

ADMINISTRATION FEE: PLEASE NOTE THAT THERE WILL BE A YEARLY \$75.00 FEE DEDUCTED BY YOUR FEEDER CO-OP FROM YOUR REBATE PAYMENT.

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 Livestock Loan Guarantee (LLG) Program or its authorized agents.
 - 1.3 "Repayment Agreement" means the completed Program Application, including these Terms and Conditions, and any agreement signed under the LLG 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 "APP" 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 Associations" means an agent of the Administrator expressly authorized to act on behalf of the Administrator for the purposes of delivering the APP.
 - 1.10 "LLG 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 LLG 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 October 1, 2011 at which time the Advance Rate is subject to change.
 - 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, 2011, to the repayment date for loans under the LLG Program.
- 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. The current production period ends March 31, 2013, **after which Agriculture and Agri-food Canada will not continue to pay interest on any outstanding amounts.**
 - 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 Repayment of the Advance
 - 3.1 The Producer shall repay the amount of the advance by repaying the loan(s) under the LLG Program by selling the cattle as per the terms of the Feeder Agreement and any extension granted. Interest rebate calculation will end on or before March 31, 2013 regardless of extensions.
 - 3.2 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.
 - 3.3 **The Producer will be eligible for rebate of interest after the eligible advance is repaid in full as per terms and conditions of the feeder schedule and within APP program.**
 - 3.4 The producer agrees the minimum repayment rate will be Advanced Rate per Head at the time the advance was issued. The producer can repay at a higher rate not exceeding actual sales.
- 4.0 Default
 - 4.1 The Producer is in default if the Producer is considered in default under the LLG Program and shall be declared in default under both LLG Program and the Advance Payments Program.
 - 4.2 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 two year period starting from the time the full amount of the loan(s) and interest have been repaid.
 - 4.3 The Producer is in default if the Producer 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 the Act, becomes bankrupt or seeks protection under any other insolvency or bankruptcy related statute.
- 5.0 Interest Rate
 - 5.1 In compliance with AMPA and this Repayment Agreement, the interest rate that Agriculture and Agri-Food Canada will pay cannot exceed the prime rate minus 0.25% on an amount below or equivalent to \$100,000.
- 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 Saskatchewan, Canada.
 - 6.3 This Application, including these Terms and Conditions, are meant to complement the agreements under the LLG Program in order to qualify as a Repayment agreement pursuant to AMPA. All parties herein agree that should there be any discrepancies between this application and the AMPA and its regulations, the AMPA and its regulations will supersede this application.
 - 6.4 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.
 - 6.5 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.
 - 6.6 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.
 - 6.7 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.
 - 6.8 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.

NOTICE – PRIVACY
The information provided to the Saskatchewan Livestock Loan Guarantee Program, Saskatchewan Agriculture, and the Feeder Association that receives this form is subject to the provincial Freedom of Information and Protection of Privacy Act (FIPPA) or, the federal Personal Information Protection and Electronic Documents Act (PIPEDA), as applicable. 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 Association to which you provided the information or the Livestock Loan Guarantee Program, as applicable.

The information provided to AAFC will be protected under the federal Privacy Act. The personal information retained by AAFC will be held in Personal Information Bank PPU140. 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 at web Site http://www.tbs-sct.gc.ca/tbsf-fsct/350-58_e.asp. Your request should be mailed to: Agriculture and Agri-Food Canada, Coordinator, Access to Information and Privacy, 1341 Baseline Road, Tower 5, 4th Floor, Ottawa, Ontario, K1A 0C5, Tel. 613 773-1386, Fax: 613 773-1380.

FOR LLG INTERNAL USE ONLY

Application approved Application not approved Approved advance: \$ _____

Authorized Administrator Signature: _____ Date: _____