

**SSFPA 2020 – 2021 ADVANCE PAYMENTS PROGRAM (APP) - GREENHOUSE
APPLICATION & REPAYMENT AGREEMENT – DECLARATION & ATTESTATION**

PROTECTED “A” ONCE COMPLETED

3.1 DECLARATION OF THE APPLICANT

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 \$100,000 in advances taken by each Producer under the program.

- 1) As it applies:
 - a. I am applying, on behalf of the Corporation/Cooperative which I represent, for an advance payment pursuant to the APP.
 - b. We, being all the Partners of the Partnership stated in Part 1B of this Application (herein referred to as the “Partners”), apply for an advance payment pursuant to the APP.
- 2) I, one of the Partners/Shareholders/Members/Authorized Officer am of the age of majority and declare that the Corporation/Cooperative/Partnership is controlled by a Canadian Citizen(s) or a permanent resident(s).
- 3) At least one of the Partners/Shareholders/Members is the Producer of the Agricultural Product for which this Application is made, or one of the Partners/Shareholders/Members.
- 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 the name of the Corporation/Cooperative/Partnership for which this Application is made.
- 5) Partners/Shareholders/Members who have an interest in the entity are listed in Part 1B of this Application and Repayment Agreement.
- 6) Neither the Corporation/Cooperative/Partnership or any of the Partners/Shareholders/Members listed in this Application and 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) or the *Agricultural Marketing Programs Act* (AMPA).
- 7) The Corporation/Cooperative/Partnership that I represent is not ineligible under an advance guarantee Agreement made pursuant to the *Agricultural Marketing Programs Act* (AMPA), the Spring Credit Advance Program (SCAP) or the Enhanced Spring Credit Advance Program (ESCAP).
- 8) As indicated in section 1.2 of Part 1B of this application:
 - a. The Corporation/Cooperative that I represent has made an application for Production Insurance and/or is participating in an eligible Business Risk Management (BRM) program as outlined in Part 2 of this Application and Repayment Agreement and I, being authorized to certify on behalf of the Corporation/Cooperative, declare having submitted a duly completed BRM Assignment Agreement (Appendix 2A or 2B) as required for the specific class of Agricultural Product.
 - b. We, the Partners, have made an application for Production Insurance and/or are participating in an eligible Business Risk Management program as outlined in Part 2 of this Application and Repayment Agreement and we further certify having submitted duly completed BRM Assignment Agreements (Appendix 2A or 2B) as required for the specific class of Agricultural Product.
- 9) The Corporation/Cooperative/Partnership that I/we represent, as the case may be, that is requesting an advance on a storable Agricultural Product in post-production or Livestock, have sufficient Agricultural product in storage to justify the amount advanced as outlined in Part 2 of this Application and Repayment Agreement.
- 10) I or the Partners, as applicable, declare having submitted the duly completed priority Agreements required for every secured creditor that has an assignment on the proceeds of the Business Risk Management program(s) used to secure the advance, as applicable, and/or that holds a lien or encumbrance on the Agricultural Products listed in Part 2 of this Application and Repayment Agreement.
- 11) I or the Partners, as applicable, agree that a credit check and an inspection of the Agricultural Product may be performed prior to issuing an advance or at any time while the advance is outstanding.
- 12) I or the Partners, as applicable, acknowledge that, in the event of a default, the Corporation/Cooperative/Partnership or its Shareholders/Members/Partners 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 or the Partners, as applicable, declare that this Application is consistent with the purpose of the APP.
- 14) I or the Partners, as applicable, certify that all of the information provided in this Application is true and correct in every respect.
- 15) I or the Partners, as applicable, understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Corporation/Cooperative/Partnership that I represent, ineligible for receiving an advance under the Program.
- 16) I or the Partners, as applicable, agree, that I/we reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period and to take any necessary steps as determined by the Administrator to ensure that the limitation period for seeking a remedial order for claims arising from this application shall be extended from the date the Administrator knew, or in the circumstances, ought to have known, of the claim. Where possible according to the provincial legislation, I/we further agree that the extended limitation period should be of six years.
- 17) 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.

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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 personal information contained in, with, or pursuant to this Application and Repayment Agreement is collected under the authority of the *Agricultural Marketing Programs Act*. 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. AAFC may also 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.

Individuals have the right to request access to, and correction of, 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.

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 or the Partners as applicable, authorize Small Scale Food Processor Association - SSFPA (Administrator) 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.

- 18) I or the Partners, as applicable, have read all the Terms and Conditions of the Repayment Agreement which are attached to and form part of this application and agree to comply with such Terms and Conditions.
- 19) If I am or any of the Partners/Shareholders/Members is, as applicable, a current or former public office holder, public servant or member of the House of Commons, I am or one of the Partners is, as applicable, not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.
- 20) I or the Partners, as applicable, acknowledge that, in cases where the applicant is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to the Administrator's rights against the applicant in default and against persons who may be personally liable under this Repayment Agreement.
- 21) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative as applicable: have not recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*; are not subject to a receiving order under that act; are not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*.
- 22) I declare that in the case of agricultural product that is: storable, non-storable, or livestock, it is of marketable quality and will remain so until disposed of in accordance with the repayment agreement.
- 23) I understand that the Advance Rate per unit used to calculate my Eligible Advance was obtained by subtracting the Administrator’s percentage of 3.28% from 100%, and applying this factor to the maximum advance rate per production unit as determined by the Minister in accordance with 19 (2) of the AMPA.
- 24) I or the Partners, as applicable, 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 which the Minister pays the interest.

3.2 PRODUCER ATTESTATION

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

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Signature of Application and Repayment Agreement for a Partnership:

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

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

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

3.2 PRODUCER ATTESTATION

Signature of Application and Repayment Agreement for Corporation or Cooperative:

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

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

_____	_____
Print name of Authorized Signing Officer clearly	Signature of partner
_____	_____
Print name of witness clearly (Must not be a relative)	Signature of witness

3.3 ADMINISTRATOR ATTESTATION

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

_____	_____
Signature of Administrator	Date (YYYY-MM-DD)