

# ALBERTA

## Advance Payments Program Application and Repayment Agreement for 2016/17

### Eligible commodities:

---

Cash advances are available for 27 different commodities including cereals and coarse grains, oilseed crops, pulses, specialty crops, hay and grasses, cattle, sheep, lambs and goats. A complete list of eligible commodities can be found on page 21 of this application form or at [www.feeders.org](http://www.feeders.org).

---

This Cash Advance Program is made available to you through the Minister of Agriculture and Agri-Food Canada under the *Agricultural Marketing Programs Act (AMPA)*.

Provided that the producer meets all due dates and follows all Terms and Conditions of this application, this advance must be repaid as agricultural products to authorized buyers or otherwise, as set forth in this agreement, failing which, the producer will be declared in default. The repayment deadlines are as follows:

1. on or before September 30, 2017 for all field crops, lambs, sheep and goats;
2. on or before March 31, 2018 for cattle; and
3. for continuous flow cattle, the earliest of 12 months after the date of issuance or the end of the production period



For more information about cash advance programs offered through the Western Cash Advance Program Inc.,

Visit [www.feeders.org](http://www.feeders.org)

Or Call our

Toll-Free line at 1-844-333-3377

 Please read before completing this application

**Eligibility** Any individual producer, who is a Canadian citizen or a permanent resident of Canada and who has reached the age of majority in the province of operation, can apply. Corporations, cooperatives and partnerships are also eligible. To be eligible for a livestock advance, the stock must already be at foot. If you or any related producer has an outstanding default on a previous or current production period advance with any APP administrator, you will be ineligible for an advance under the *Agricultural Marketing Programs Act (AMPA)*.

**Advance Limits** Producers can qualify for up to a maximum of \$400,000 with the first \$100,000 interest free. The interest free provision and maximum advance is cumulative over all Advance Payments Program Administrators.  
The maximum cumulative advance that can be issued to an applicant, including current outstanding advances (2015 and 2016) and eligible advances for 2016, can at no time exceed \$400,000.

**Production Period** Advances for field crops, goats, sheep and lambs are based on an 18-month program beginning April 1st of each year. Livestock advances for cattle are based on a 24-month program beginning April 1st of each year.

**Continuous Flow Operations** A Continuous Flow Operation is a farming operation where the producer maintains a constant minimum livestock inventory during the advance cycle through the continuous rotation of livestock (i.e. those sold are replaced by new ones within days). Only one 12-month Continuous Flow Operation cycle is allowed per year.

**Security** A grain producer must be enrolled in 2016 AgriStability or have valid 2016 crop insurance coverage to be eligible for a pre-harvest advance. Post-harvest advances are secured by the crop in storage. Livestock producers must be enrolled in 2016 AgriStability to be eligible for an advance. The deadline to apply for AgriStability is April 30th of each year. AgriStability enrolment fees must be paid in full to be allowable as security for an advance.

**Interest Charges** Interest bearing advances are subject to interest at the TD Prime Rate plus 0.50% (calculated daily), which is calculated and applied to accounts on at least a monthly basis.  
Repayments without proof of sale, as described in 3.0 of the Terms & Conditions, may be subject to an interest penalty at the TD Prime Rate plus 0.50%.

**Administration Fees** WeCap will charge an administration fee for application processing. Fees are as follows:  
1. \$370 plus GST for enrollment (this includes 2 advances). If cancellation of the application takes place after an advance has been issued, the administration fee will remain payable to WeCAP.  
2. \$75.00 fee + GST for each subsequent application.

**Funds Issued to Producers** Advances are issued to applicants, less applicable administration fees. Producers applying for Intended Seeding Advance are eligible to receive 60% of their requested advance upon approval of their application. The remaining 40% will be issued when WeCAP receives the producer's Actual Seeded Advance Report and for crops, a confirmed Statement of Coverage and Premiums. All recipients of an Intended Seeding Advance must submit this report by July 31, 2016, otherwise the advance becomes due immediately. Producers applying for a Spring Advance, whether crops or livestock, must submit a Post-Harvest/Fall Advance Report or have their account repaid in full by December 31, 2016.

**Inspection, Verification & Right of Refusal** A field and/or inventory inspection may be required to verify compliance with *AMPA*. Refusal of an inspection will result in an immediate default. Each year WeCAP completes verification audits with a sample group of cash advance recipients. Many verification audit candidates are randomly selected. Additional criteria are also used in determining the inspection sample group, including:  
a) insufficient documentation of sale;  
b) advances issued exceeding \$100,000;  
c) applicants who had one or more defaults during the past three APP Production Periods/Program Years; and d) advances that WeCAP deems may carry a 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 should be provided at the time of inspection. As Administrator, WeCAP reserves the right to refuse any applicant.

## Repayment

The total of advance funds issued, plus the administration fee and applicable interest, constitute the amount required to be repaid to WeCAP. On an individual advance basis, 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).

When multiple advances are outstanding, repayments are first applied to defaulted accounts (if applicable) and then applied on the basis of "oldest advance first".

	Field Crops	Livestock	Continuous Flow Livestock
<b>Production Period</b>	Apr. 1, 2016 to Sept. 30, 2017	Apr. 1, 2016 to Sept 30, 2017 - goats, sheep, lambs Apr. 1, 2016 to Mar. 31, 2018 - cattle	Apr. 1, 2016 to Sept. 30, 2017
<b>Repayment Requirements</b>	<p>Producers are required to repay their advance as the commodity, for which the advance was taken, is sold or otherwise disposed of; Repayment is required within 30 calendar days of receipt of payment or within 60 calendar days of delivery to a buyer, whichever is earlier. 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.</p>		<p>Producers are required to repay in full the earlier of 12 months after the issue date or the end of the production period.</p>
<b>Proof of Sale Documentation</b>	<p>Proof of sales documentation for repayments made directly by a producer to WeCAP must be provided within 30 days of receipt of sale proceeds. Proof of sale documentation is required in all circumstances, except as noted below for crops. 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 TD Prime rate plus 0.50%. Refer to Section 3.0 of the Terms and Conditions for further details.</p>		
	<p>For advances on crops, proof of sale documentation is not required for repayments made from the beginning of the production period to January 31, 2017.</p>		

## Default

Failure to comply with this Repayment Agreement, including, but not limited to full repayment by the applicable end of Production Period, will result in the account being declared in default.

The full impact of a default is detailed in section 5.0 Default and 6.2 Interest Rate of the *Terms & Conditions of this Repayment Agreement* and is summarized below:

- The interest free benefit is lost;
- 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;
- Default interest is charged at the TD Prime Rate plus 2% on the outstanding balance from the date of default until repaid in full;
- A one-time Default Management Fee of 3% is applied to the outstanding principal balance 30 days after the Default Notice; and
- The defaulted producer will be ineligible to apply for future advances for up to 12 months from the date that the defaulted account is repaid in full.

 Check this list to avoid delays in application processing.

Use this checklist to ensure you've completed everything that is needed, including submitting all supporting documentation and signing all the appropriate forms.

If you have questions about how to complete any part of this application OR would like to complete an application over the telephone, please call 1-844-333-3377. A WeCAP customer service representative will be happy to answer any question you have.

✓ When Complete	Requirements	Page #	Instructions
<input type="checkbox"/>	Producer Information	7	All producers applying for the first time in 2016/17 must complete this form. If applying as a sole proprietor, fill in sections 1, 3, 4 and 5 of this page. If applying as a Partnership, Corporation or Cooperative, fill in sections 2, 3, 4, and 5. If you have a business partner, spouse or other person who has your approval to contact WeCAP about your account, include their full name as an authorized person in Section 1 or Section 2 of this page.
<input type="checkbox"/>	Certificate of Incorporation, proof Corporate Summary Proof of Partnership	7	If applying as a partnership, corporation or cooperative, include a copy of, of legal structure. Also include a Corporate Summary showing the number of shares held and a description of the owned and voting shares.
<input type="checkbox"/>	Deposit Authorization <i>Signature required</i>	7	If the applicant wishes to have funds deposited to their financial institution, they must sign this form and include a VOID cheque from one of the following institutions (TD, ATB, ScotiaBank and Servus Credit Union) that includes an account number. Otherwise funds will be paid by cheque.
<b>Spring Advances for Intended Seeding Livestock or Stored Grain Advance in spring</b>			
<input type="checkbox"/>	Spring Advance (including Intended Seeding)	8-9	Producers who are applying for an advance prior to seeding or prior to receiving a confirmed Statement of Coverage and Premiums from your crop insurance agency should use this advance form. This form can also be used to apply for an advance on intended livestock or when applying for an advance on stored grain in the spring. Stored grain advances do not require crop insurance or AgriStability for Security.
<input type="checkbox"/>	Spring Advance Intended Seeding Advance Portion	8-9	Applicants who carry crop insurance must use that as security. If the applicant is using AgriStability as security, call 1-844-333-3377 to request appropriate rates for calculating your eligible advance. Recent changes to AMPA Regulations have added flexibility for coverage that can secure an advance. Applicants wanting to use an alternate form of security should contact WeCAP at 1-844-333-3377 to determine security eligibility.
<input type="checkbox"/>	Confirmation of Valid Crop Insurance	8-9	Applications for an Intended Seeding Advance must be accompanied by a confirmation of the applicant's crop insurance coverage (Statement of Coverage and Premiums) for 2016/17 if using crop insurance as security.
<input type="checkbox"/>	2016 AgriStability Program Enrolment/Fee Notice and Production Margin Summary For crops	8-9	Applications for an Intended Seeding Advance must be accompanied by these documents if applicant is using AgriStability for security The Enrolment Notice must be for the current year and the Production Margin Summary for the previous 2 years.
<input type="checkbox"/>	Stored Grain Portion	8-9	Applicants applying for an advance on an Intended Seeding Advance, can also apply for an advance on stored grain using this form.
<input type="checkbox"/>	Spring Advance Livestock Portion	8-9	Complete this form if you are applying for an advance on your 2016 livestock to be eligible, the stock must be born prior to the application. If the applicant is using AgriStability as security, call 1-844-333-3377 to request the appropriate rates for calculating your eligible advance. Recent changes to AMPA Regulations have added flexibility for coverage that can secure an advance. Applicants wanting to use an alternate form of security should contact WeCAP at 1-844-333-3377 to determine security eligibility.
<input type="checkbox"/>	2016 AgriStability Program Enrollment/Fee Notice and Proof of Inventory for livestock	8-9	Livestock producers must be enrolled in AgriStability to apply. Include your 2016 Enrolment/Fee Notice and Proof of Inventory using two years of livestock inventory evaluation from your Production Margin Summary.

✓ When Complete	Requirements	Page #	Instructions
<input type="checkbox"/>	Producer's Declaration	12	All WeCAP applicants must complete and sign.
<input type="checkbox"/>	Related Producers	13	All producers must complete this form.
<input type="checkbox"/>	Priority Agreement for Agricultural Inputs Supplier <i>Signature Required</i>	14	All applicants must have this agreement filled out by any agricultural inputs supplier that potentially has a lien on the commodity included in this application. Ensure that the agricultural inputs supplier has signed this form before sending it to WeCAP. Agricultural input suppliers should call 1-844-333-3377 if they have any questions about this form.
<input type="checkbox"/>	Priority Agreement with Secured Creditor <i>Signature required</i>	15	All applicants must have this agreement filled out by their lending institution. This a lending institution must hold more than a simple line of credit with your farming business. Ensure that the lending institution has signed this form before sending to WeCAP. Lending institutions should call 1-844-333-3377 if they have any questions about this form.
<input type="checkbox"/>	Assignment of Indemnity <i>Signature required</i>	16	All applicants using crop insurance as security must complete this form, 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 document.
<input type="checkbox"/>	Business Risk Management Program Proceeds Assignment Agreement <i>Signature Required</i>	17	If the applicant is using AgriStability as security, this form must be completed and signed by the applicant.
<input type="checkbox"/>	Joint & Several Liability Continuing Guarantee <i>Signature required (p. 19)</i>	18-19	If applying as a partnership, corporation or cooperative, complete this form. Applicants who have received a WeCAP advance since 2015 and who have not had a change in legal structure may not need to complete this form. Any resident of Alberta farming in another province must have the Guarantee notarized by a Barrister or Solicitor.
<input type="checkbox"/>	Acknowledgement of Guarantee Certificate <i>Signature required</i>	20	If applying as a Partnership, Corporation or Cooperative, complete this form. This document must be witnessed by a Barrister or Solicitor. Applicants who have received a WeCAP advance since 2015 and who have not had a change in legal structure do not need to complete this form.
<input type="checkbox"/>	Advance Rates for Commodities	21	These advance rates are effective April 1, 2016 but are subject to change during the applicable Production Period. Go to <a href="http://www.feeders.org">www.feeders.org</a> to review the most recent advance rates.
<input type="checkbox"/>	Declaration of Producer & Repayment Agreement Form <i>Signature Required (p.24)</i>	24-31	This agreement must be signed and dated by the applicant and witnessed by a non-relative.
<b>Spring Advances for Actual Seeded, Spring Livestock or Stored Grain</b>			
<input type="checkbox"/>	Spring Advance (including Actual Seeded Advance) <i>Signature required (p. 11)</i>	10-11	Complete this form if you are: a) for the first time applying for a 2016/17 advance after receiving your Statement of Coverage and Premiums or b) transferring your Intended Seeding Advance to an Actual Seeded Advance which may trigger a payment of the remaining advance requested. In this case, make sure to circle Yes or No, indicating whether you wish to receive the second installment. This form can also be used to apply for an advance on livestock or when applying for an advance on stored grain in the spring.
<input type="checkbox"/>	Spring Advance Actual Seeded Advance Portion	10-11	Applicants who carry crop insurance must use that as security. If applying using AgriStability as security, a Commissioner for Oaths must also sign the Actual Seeded Advance page and include their commission expiry date. If you are using AgriStability as security, call 1-844-333-3377 to request the appropriate rates for calculating your eligible advance. All producers having an Intended Seeding Advance must submit this form no later than July 31, 2016, otherwise the advance will be repayable immediately. Stored grain advances do not require crop insurance or AgriStability for security.
<input type="checkbox"/>	Seeded Acreage Report	10-11	Applications for an Actual Seeded Advance that use crop insurance as security must be accompanied by a confirmed Statement of Coverage and Premiums validated by the applicant's crop insurance agency.

✓ When Complete	Requirements	Page #	Instructions
<input type="checkbox"/>	Confirmation of Insurance and Change of Elected Options and Crop Proposal	10-11	If applicant has not previously applied for a 2016/17 Intended Seeding Advance, a Confirmation of Insurance and Change of Elected Options and Crop Proposal must also accompany this Actual Seeded Advance application. Recent changes to AMPA regulations have added flexibility for coverage that can secure an advance. Applicants wanting to use an alternate form of security should contact WeCAP at 1-844-333-3377 to determine security eligibility.
<input type="checkbox"/>	2016 AgriStability Program Production Margin Summary for crops Enrolment/Fee Notice and	10-11	If applicant has not applied for an Intended Seeding Advance and is using AgriStability as security, these documents are required with an Actual Seeded application.
<input type="checkbox"/>	Spring Advance Stored Grain Portion	10-11	Applicants applying for an Actual Seeded Advance can also apply for an advance on stored grain using this form.
<input type="checkbox"/>	Spring Advance Livestock Portion	10-11	Complete this form if you are applying for an advance on your 2016 livestock. To be eligible, stock must be born prior to the application. Call WeCAP at 1-844-333-3377 for assistance in determining the appropriate AgriStability adjusted rates for calculating your eligible advance.
<input type="checkbox"/>	2016 AgriStability Program Enrolment/Fee Notice and Proof of Inventory for livestock	10-11	Livestock producers must include their 2016 Program Enrolment/Fee Notice and Proof of Inventory using two years of livestock inventory valuation from their Production Margin Summary.
<input type="checkbox"/>	Spring Advance (including Actual Seeded Advance) <i>Signature required (p. 11)</i>	10-11	If this is your first application for a 2016/17 advance, you must also complete the following pages (7, 12, 13, 14, 15, 16, possibly 17, 18-19, 20, and 24-31). See the previous section regarding directions for completing those pages
<b>Post-Harvest Advances for Grain and Fall Advance for Livestock</b>			
<input type="checkbox"/>	Post-Harvest Advance for Grain Portion <i>Signature Required (pg. 23)</i>	22-23	Complete this form if you are applying for an advance on a crop that is in storage, or if you are transferring your 2016 Pre-Harvest Advance to a Post-Harvest Advance. If this is your first application for the 2016/17 program you will also need to complete pages 7, 12, 13, 14, 15, 18-19, 20 and 24-31.
<input type="checkbox"/>	Fall Advance for Livestock Portion <i>Signature Required (pg. 23)</i>	22-23	Complete this form if you are transferring your 2016 Spring Advance into a Fall Advance or if you are applying on your 2016 livestock for the first time in this Program Year. If this is your first application for the 2016/17 program you will also need to complete pages 7, 12, 13, 14, 15, 17, 18-19, 20, and 24-31.

→ Email, fax or mail your completed application to:

**Western Cash Advance Program Inc.**

Box 4638

Barrhead, AB T7N 1A5

Email applications to: [wecap@feederassoc.com](mailto:wecap@feederassoc.com)

Fax: 1-888-840-8107

→ For questions or inquiries:

Toll-free: 1-844-333-3377

# PRODUCER INFORMATION

# Alberta

The applicant must have ownership of the agricultural product being applied on in this advance. For cattle advances (not including continuous flow), the applicant must have ownership of the cow and its calf being applied on in this advance.

### 1. Sole Proprietors:

Full Legal Name of Individual, as on Birth Certificate (First name, Middle names, Surname)	Birthdate (MM/DD/YYYY)	APP ID #
Full Legal Name of person(s) authorized to exchange account information	Relationship	Telephone #

### 2. Partnerships, Corporations or Cooperatives:

Legal Name of Partnership, Corporation or Cooperative	APP ID #	
Full Legal Name of person(s) authorized to exchange account information	Relationship	Telephone #

### 3. Mailing Address:

Street/Box#	City/Town	Province	Postal Code
Location of Residence: (Section, Township, Range, Street)	Home Telephone #	Alternate Telephone #	E-mail

### 4. Security of Advance:

Eligible BRM Program (AgriStability) OR Production Insurance ID # (AB/SK)		
Production Insurance Contract #	Production Insurance Office Name	Telephone #

### 5. Please check one of the following statements:

- a) For the purposes of applying as an individual producer, 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 or;
- b) Enclosed is a list and percentages of shares, of all other farming operations and corporations carrying on farm operations in which I have an interest.

Mandatory – check either agree or Disagree to the following:

Agree       Disagree

I/We are declaring that I/We have not recently filed a notice of intention to make a proposal OR made a proposal under the Bankruptcy and Insolvency Act, are subject to a receiving order under that Act, are bankrupt or are seeking protection under any other insolvency or bankruptcy related statute such as the Companies' Creditors Arrangement Act and the *Farm Debt Mediation Act*.

### DEPOSIT AUTHORIZATION

If you wish to have the advance deposited into your account, please attach a VOID cheque from one of the following institutions (TD, ATB, ScotiaBank and Servus Credit Union). WeCAP cannot direct deposit to a line of credit account.

Signature of Producer	Date
-----------------------	------

FOR WeCAP USE ONLY APP ID #

# SPRING ADVANCE

(Including Intended Seeding, Intended Production, spring Livestock and Spring Stored Grain)

# Alberta

List only those commodities for which you are applying for an advance.

## CROP COMMODITIES Intended Seeding Advance

Be sure to include a valid Confirmation of Insurance and Change of Elected Options and Crop Proposal. If using AgriStability, send your 2016 Program Enrolment/Fee Notice and the Production Margin Summary for the Reference Margin. NOTE: If you carry crop insurance you MUST use that as security.

Commodity	Security Type		Land/Soil Type	2016 Intended Seeding Acres	Production Insurance Coverage/MT or lb. OR Coverage Level on AgStab.		WeCAP Advance Rate*	\$ Amount	
	Crop Ins.	Ag Stab.							
					X		X	=	
					X		X	=	
					X		X	=	
					X		X	=	
					X		X	=	
<b>Total of pre-harvest crop commodities:</b>								line 1	\$
Advance Requested by Producer								line 2	\$
Eligible Advance (60% of line 2 above)								<b>A</b>	\$

## Stored Grain Advance

Commodity	Harvested Acres (indicate year crop harvested in bracket)	Stored Quantity (MT or lb.) Against which Advance is Requested	Rate*	\$ Amount
	( )		X	=
	( )		X	=
	( )		X	=
	( )		X	=
	( )		X	=
<b>Total of stored grain commodities:</b>				\$
Stored Grain Advance Requested by Producer				<b>B</b> \$

## LIVESTOCK COMMODITIES

Producers must submit their 2016 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using 2 years of livestock inventory valuations from their AgriStability Production Margin summary. Stock must already be born to be eligible for an advance. Call WeCAP at 1-844-333-3377 for assistance in determining the appropriate AgriStability adjusted rates for calculating your eligible advance.

Livestock Type Example: Cattle Feeder Calf (400-700 lbs.)	Continuous Flow Permanent Inventory for 12-month period Number of Head (e.g. 100 head)	Number of Head to be advanced on	WeCAP Advance Rate/head*	\$ Amount
			X	=
			X	=
			X	=
			X	=
<b>Total Livestock commodities:</b>				\$
Livestock Advance Requested by Producer				<b>C</b> \$
<b>TOTAL ADVANCE (Maximum \$400,000)</b>				<b>A+B+C</b> \$

Based on information provided, the requested advance amount may change due to BRM Eligible Amounts, or correction of calculations.



Producer's Outstanding Balances and Advances Issued

2015 APP outstanding advances with WeCAP (crops & livestock)	\$ _____
2016 APP outstanding advances with WeCAP (crops & livestock)	\$ _____
- Previous years' outstanding APP advances from any other organizations	\$ _____
2016/2017 APP advances issued from any other organizations	\$ _____
Outstanding defaulted advances	\$ _____

List organization names and amounts for each of the above: \_\_\_\_\_

Legal description (section-township-range) of land where you intend to seed or store crop(s), house livestock \_\_\_\_\_

Signature of Producer	Name of Producer (Please print)	Date	APP ID#
-----------------------	---------------------------------	------	---------

Your first installment of funds for the crops portions of your advance will be 60% of the approved amount. Any livestock or stored grain related portion of your advance cheque will be issued at 100% of the approved amount. The total cheque will be LESS a \$370.00 plus GST administration fee.

The Actual Seeded Pre-Harvest Advance form will be sent to you with a reminder letter. If desired, retain a copy of this page for your files. This form must be completed and returned to WeCAP by July 31, 2016, otherwise the advance will be repayable immediately.

If you have a livestock advance, you will be sent a copy of your fall advance forms with your reminder letter to be completed by December 31, 2016.

**PLEASE REFER TO  
ADVANCE RATES ON  
PAGE 21**

<b>WeCAP Use ONLY</b>	Advance Approved by Administrator	\$ _____	Acct. Rep.	Initial	Date
	Intended Seeding (60%)	\$ _____			
	Spring Installment (100%)	\$ _____	GM		
	APP ID #	_____			
	Administrator Signature		Initial	Date	

**SPRING ADVANCE** (Including Intended Seeding, Intended Production, spring Livestock and Spring Stored Grain)

Alberta

List only those commodities for which you are applying for an advance.

**CROP COMMODITIES** Actual Seeded Advance

Complete this		Security Type		Land/Soil Type	2016 Actual Seeded Acres	Production Insurance Yield Coverage/kg OR Coverage Level on AgStab.	WeCAP Advance Rate*		\$ Amount
Crop Ins.	Ag Stab.								
					X		X	=	
					X		X	=	
					X		X	=	
					X		X	=	
					X		X	=	
					X		X	=	
Total pre-harvest crop commodities:									\$
Advance Requested by Producer									<b>A</b> \$

**Stored Grain Advance**

Commodity	Harvested Acres (indicate year crop harvested in bracket)	Stored Quantity (MT or lb) Against which Advance is Requested	WeCAP Advance Rate*	\$ Amount
	( )		X	=
	( )		X	=
	( )		X	=
	( )		X	=
	( )		X	=
Total of Stored Grain Commodities:				\$
Stored Grain Advance Requested by Producer				<b>B</b> \$

**LIVESTOCK COMMODITIES**

Producers must submit their 2016 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using 2 years of livestock inventory valuations from their AgriStability Production Margin Summary. Stock must already be born to be eligible for an advance. Call WeCAP at 1-844-333-3377 for assistance in determining the appropriate AgriStability adjusted rates for calculating your eligible advance.

Livestock Type Example: Cattle Feeder Calf (400-700 lbs)	Continuous Flow Permanent Inventory for 12-month period Number of Head (eg. 100 head)	Number of Head to be advanced on	WeCAP Advance Rate/head*	\$ Amount
			X	=
			X	=
			X	=
			X	=
Total Livestock Commodities:				\$
Livestock Advance Requested by Producer				<b>C</b> \$
TOTAL ADVANCE (Maximum \$400,000)				<b>A+B+C=</b> \$

**SPRING ADVANCE CONTINUED**

Indicate your intentions for Actual Seeded Advance by selecting one of the following:

A. Applying for the first time under the 2016/17 program:

- 1. Issue maximum eligible funds
- 2. Issue funds only in the amount of \$ \_\_\_\_\_

B. Transferring Intended Seeding Advance to Actual Seeded Advance:

- 1. No additional funds requested (no funds will be issued)
- 2. Issue maximum eligible funds
- 3. Issue additional funds only in the amount of \$ \_\_\_\_\_

**Producer's Outstanding Balances and Advances Issued**

2015 APP outstanding advances with WeCAP \$ \_\_\_\_\_

Previous years' outstanding APP advances from any other organizations \$ \_\_\_\_\_

2016/2017 APP advances issued from any other organizations \$ \_\_\_\_\_

Outstanding defaulted advances \$ \_\_\_\_\_

List organization names and amounts for each of the above: \_\_\_\_\_

Legal description (section-township-range) of land where you have seeded or stored the crop(s), or housed the livestock:

\_\_\_\_\_

I declare that the above information is true and accurate at the time of completion and agree to repay the Administrator any difference where applicable.

Signature of Producer	Name of Producer (Please print)	Date	APP ID#
-----------------------	---------------------------------	------	---------

NOTE: If using AgriStability as security on the grain portion of this application, the Producer must have the portion below signed by a Commissioner for Oaths.

Signature of Commissioner for Oaths	Name of Commissioner for Oaths (Please print)	Expiry Date	Date
-------------------------------------	---	-------------	------

The Actual Seeded Advance will become a part of your 2016/2017 Cash Advance Application using all rules and regulations set forth by the 2016/2017 Terms and Conditions of this Application & Repayment Agreement.  
 The Post-Harvest or Fall Livestock Report form will be sent to you with your reminder letter.

<b>WeCAP Use ONLY</b>	Advance Approved by Administrator	\$	Acct. Rep.		
	Second Installment	\$		Initial	Date
	Installment (100%)	\$	GM		
	APP ID #				
	Administrator Signature			Initial	Date

# PRODUCER'S DECLARATION

# Alberta

ALL APPLICANTS to WeCAP MUST COMPLETE THIS FORM EVERY YEAR, INCLUDING SOLE PROPRIETORS, PARTNERSHIPS, CORPORATIONS AND COOPERATIVES.

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

Producer's full legal name(s): must match name provided on page 7

Name
------

List Producer(s) as well as all related Producers to this application. Complete all the required information including middle name in Full Legal Name. If Producer has no Middle Name please indicate.

Full Legal Name	Mailing Address		
Date of Birth	Phone #	% Interest in Operation	APP ID #

Full Legal Name	Mailing Address		
Date of Birth	Phone #	% Interest in Operation	APP ID #

Full Legal Name	Mailing Address		
Date of Birth	Phone #	% Interest in Operation	APP ID #

Full Legal Name	Mailing Address		
Date of Birth	Phone #	% Interest in Operation	APP ID #

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 a criminal offence.

Signature of Producer:

Signature of Producer	Date (MM/DD/YYYY)
-----------------------	-------------------

## RELATED PRODUCERS

ALL APPLICANTS to WeCAP MUST COMPLETE THIS FORM EVERY YEAR, INCLUDING SOLE PROPRIETORS, PARTNERSHIPS, CORPORATIONS AND COOPERATIVES.

### Definitions:

Related producers - Producers are related if they do not deal with each other at arm's length. 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; and
- Any other circumstances set out in Regulations.

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

### Related Producers:

Relatedness affects the applicant's eligibility to receive an advance, as well as the amount of an advance.

If you answer **YES** to questions below, complete the Related Producers section, which is a declaration of relatedness. If you choose to rebut the presumption of relatedness, you must also complete the Rebuttal of Relatedness section.

If you answer **NO** to questions 1 or 2, you are not required to complete the Rebuttal of Relatedness section below.

1. Has a related producer a) applied for an APP advance in this program year or b) have an outstanding APP advance from a previous program year?

Yes  No

2. Is any related producer ineligible as a result of a default under APP, SCAP or ESCAP?

Yes  No

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

1. Full Legal Name of Related Producer who rec'd an Advance	Full Address	Phone number	Birthdate
Name of Administrator that issued Advance	APP ID#	Program year	
2. Full Legal Name of Related Producer who rec'd an Advance	Full Address	Phone number	Birthdate
Name of Administrator that issued Advance	APP ID#	Program year	
3. Full Legal Name of Related Producer who rec'd an Advance	Full Address	Phone number	Birthdate
Name of Administrator that issued Advance	APP ID#	Program year	

### Rebuttal of relatedness

Answer the questions below for each related producer listed in the Related Producer section above. Attach a separate sheet if required.

If you **DISAGREE** to any of the questions below, you have not rebutted the presumption of relatedness with the producer in question.

If you **AGREE** to 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.

1. Name of the related individual producer that received an advance: \_\_\_\_\_

a. You and the related producer file separate tax returns and/or produce separate financial statements.

Agree  Disagree

b. You and the related producer are not employees or do not act as agents of the other.

Agree  Disagree

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.

Agree  Disagree

2. Name of the related individual producer that received an advance: \_\_\_\_\_

a. You and the related producer file separate tax returns and/or produce separate financial statements.

Agree  Disagree

b. You and the related producer are not employees or do not act as agents of the other.

Agree  Disagree

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.

Agree  Disagree

3. Name of the related individual producer that received an advance: \_\_\_\_\_

a. You and the related producer file separate tax returns and/or produce separate financial statements.

Agree  Disagree

b. You and the related producer are not employees or do not act as agents of the other.

Agree  Disagree

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.

Agree  Disagree

Every producer must have this priority agreement filled out by their agricultural inputs supplier.

A separate Priority Agreement must be completed for each agricultural inputs supplier that has, or could have a security interest in or lien on the Agricultural Product(s) for which the advance is to be made. Agricultural inputs suppliers may have a security interest in a producer's growing agricultural products for the amount advanced up to six months prior to seeding, if not yet paid.

Producer's Name:

Name APP ID #

Agricultural Inputs Supplier Information:

Name of Agricultural Inputs Supplier (Please Print) here in referred to as the "Agricultural Inputs Supplier" Station Name
Street/Box Town/City Province Postal Code Telephone #

The Agricultural Inputs Supplier must check either Part 1 or Part 2

Select Part 1 if the Agricultural Inputs Supplier HAS or COULD HAVE a lien.

The Agricultural Inputs Supplier does hereby consent that in consideration of an advance being issued by Western Cash Advance Program Inc. (herein called the "Administrator") to the Producer, the Agricultural Inputs Supplier agrees to postpone its security interest to the Administrator's security interest so that the security interest in the Producer's Agricultural Product(s), as defined in this application, or any BRM Program payments now held or to be held by the Administrator, shall rank prior to any security interest (or right to have) held by the Agricultural Inputs Supplier, whether such security was pursuant to the Personal Property Security legislation in force or by operation of any other law or agreement to the extent of securing repayment to the Administrator of the advance payment up to the lesser of the principal amount of \$400,000 or the amount actually advanced, plus interest and costs on that amount. For the purposes of giving effect to this Priority Agreement, the Agricultural Inputs Supplier shall execute and deliver to the Administrator any documents the Administrator may reasonably request to give effect to this postponement.

Select Part 2 if the Agricultural Inputs Supplier has NO lien.

The Agricultural Inputs Supplier does hereby confirm that in consideration of an advance being issued by Western Cash Advance Program Inc. (herein called the "Administrator"), the Agricultural Inputs Supplier does not have any lien or security interest pursuant to any other law of Canada or of the provinces, related to the Agricultural Product(s) or to the BRM Program payment(s) for the above named Producer.

PART 3 - The Agricultural Inputs Supplier must fill in regardless of security interest or lien.

The Agricultural Inputs Supplier (please circle one) Has Has Not taken an assignment on contract number of the Producer's Production (Agricultural) Insurance payments or BRM Program payments.

PART 4 - Producer History

The Producer has been dealing with your company for years. If new Producer months.
The Producer is in good standing (please circle one) Yes No

PART 5 - To be signed by the Agricultural Inputs Supplier regardless of security interest or lien.

This agreement shall be governed by and interpreted in accordance with the laws of the province of Alberta.

In Witness Whereof all parties hereunto set their hands and seals: Dated at the day of , 20.

Name of Authorized Officer of Agricultural Inputs Supplier (Please Print) Signature of Authorized Officer of Agricultural Inputs Supplier Position

If the Agricultural Inputs Supplier does not hold a lien or security interest but the financial institution backing the agricultural supplier does, please follow these steps:

- 1. Agricultural Supplier fills in Parts 2, 3, 4 and 5 of the above priority.
2. Financial institution is to copy the financial priority agreement on the next page and fill in Part 1-A or Part 1-B, Part 2, and Part 3.

Call the WeCAP at 1-844-333-3377 if you have any questions about completing this form.

Every producer must have this priority agreement filled out by their agricultural creditor.

A separate Priority Agreement must be completed for each secured creditor that has, or could have a security interest in or lien on the Agricultural Product(s) for which the advance is to be made. Secured creditors may have a security interest in a producer's growing agricultural products for the amount advanced up to six months prior to seeding, if not yet paid.

**Basic Information**

Producer Name (the "Producer")	APP ID #
--------------------------------	----------

Definitions - "Business Risk Management Program" or "BRM" means any program listed in the schedule of the *Agricultural Marketing Programs Act* that can be used to secure an advance.

**Bank Information**

Name of Bank or Lending Institution or Secured Party (herein referred to as the "Creditor")	Transit #	Phone #	Fax#
Street/Box	Town/City	Province	Postal Code

The creditor must check either part 1-a or part 1-b

**PART 1-A:** Select Part 1-A if the Creditor **HAS** a lien or security on the Agricultural Product(s) or the BRM Program Proceeds related to the Agricultural Product(s).

The Creditor does hereby consent that in consideration of an advance being issued under APP by WeCAP (herein called the "Administrator") to the Producer, the Administrator and the Creditor agree that the security interest in the Agricultural Product(s) listed above for which the advance was made, or the Business Risk Management (BRM) program payment(s) related to the aforementioned Agricultural Product(s) as required for the Producer's advance, now held or to be held by the Administrator, shall rank prior to any lien or security on the said Agricultural Product given by the Producer to the Creditor, whether such security was given under the authority of the *Bank Act* or under the authority of a Personal Property Security Legislation in force in the province or by operation of any other law, but only to the extent of securing repayment to the Administrator of the advance payment up to the lesser of the principal amount of \$400,000 or the amount actually advanced, plus interest and costs, as set out in the Repayment Agreement entered into between the Producer and Administrator. Any BRM Program proceeds payable to the Producer from the date this agreement is signed until full payment of the above mentioned amounts shall be sent to the Administrator.

Notwithstanding the priorities set out in this agreement, the Administrator acknowledges that the Producer will operate bank accounts with the Creditor into which proceeds of property subject to the Administrator's security interest may be deposited. With the exception of any monies deposited in any accounts designated as trust accounts by the Producer for the benefit of the Administrator, the Creditor shall have no obligation to the Administrator with respect to any monies in any other account of the Producer maintained with the Creditor, or any monies that may be deposited therein or disbursed from any such other accounts, except for monies deposited therein after the Creditor has received notice from the Administrator and that the Administrator is thereafter exercising its rights in and to proceeds of the property subject to its Security.

Prior to proceeding to enforce its security, the Administrator or the Creditor, as the case may be, shall provide reasonable prior written notice of such enforcement to the other of them.

For the purposes of giving effect to any of the Producer's undertakings under this Priority Agreement, the Producer shall make, execute and deliver to the Creditor or the Administrator, any documents or agreements as the BRM Program Administrator may reasonably request.

**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 Product(s).

The Creditor hereby consents that in consideration of an advance being issued under APP by WeCAP (herein called 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 or to the BRM Program payment(s) related to the Agricultural Product 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 2: the financial institution must complete the next question regardless of security interest or lien:**

The Creditor  has  has not (please check one) taken an assignment of the applicant's contract # \_\_\_\_\_ (name of BRM Program) payments related to the Agricultural Product. Where the Creditor has a lien or security on the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s), this Agreement is subject to the condition that the above mentioned advance, less any amounts legally held as an administrative fee, be payable: (check one)

- Jointly to the Producer and the Creditor and be remitted to the Creditor forthwith by the Producer and shall be applied in total or in part by the Creditor to reduce the Producer's indebtedness to the Creditor; or
- To the Producer.

If neither of the above options is selected, the parties are deemed to have agreed that the advance payment is to be made jointly in accordance with option 1-A. This Agreement shall continue in full force and effect until the date upon which all advances referred to herein and interest outstanding on these advances are repaid to the Administrator by the Producer.

**Part 3 - to be signed by all creditors regardless of security interest or lien.**

This agreement shall be governed by and interpreted in accordance with the laws of the province of Alberta.

IN WITNESS WHEREOF all parties hereunto set their hands

Signature of Authorized Officer of Creditor	Date		
Print Name	Title	Telephone #	Fax#

**Information request from financial institution**

Above named Producer has been dealing with your institution for \_\_\_\_\_ years. If new Producer \_\_\_\_\_ months.

Above named Producer is in good standing: (please circle one) YES NO

The Financial Institution: (please circle one) DOES DOES NOT require the cheque to be issued jointly.

Call the WeCAP at 1-844-333-3377 if you have any questions about completing this form.



**Agriculture Financial Services Corporation**  
**Assignment of Indemnity Form for Insurance**  
 (Excluding Cattle Price Insurance-CPIP)

This Assignment covers Insurance subscriptions for Annual and Perennial Programs administered by Agriculture Financial Services Corporation, excluding the Cattle Price Insurance Program.

For valuable consideration, the Insured hereby assigns to Western Cash Advance Program Inc.  
Name of Assignee  
 of Box 4638 Barrhead, AB T7N 1A5  
Postal Code  
Complete Mailing Address including Postal Code

Assignee Contact Info: WeCAP 780-674-2622  
(Name) (Phone)

an undivided 100 % of all monies up to an amount of \$ \_\_\_\_\_ which may be payable  
 by AFSC as a result of a payable loss on AFSC ID: 870 for the time period ending

March 31, 2017

This assignment is subject to section 55.1 of the *Agriculture Financial Services Act* and section 95 of the *Financial Administration Act* (Alberta). Agriculture Financial Services Corporation is not bound by this assignment unless the assignment has been consented to by an acknowledgement in writing from Agriculture Financial Services Corporation. The Insured understands that indemnity cheques, up to the amount stated in this Assignment of Indemnity, will be made payable to the assignee and forwarded directly to the assignee. This assignment is subject to the deduction of any monies which may be owing to Agriculture Financial Services Corporation.

Dated at \_\_\_\_\_ in the Province of Alberta this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_  
City or Town Date Month Year

Insured's Signature: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Insured's Printed Name: \_\_\_\_\_

Insured's Printed Address: \_\_\_\_\_

<p><b>OFFICE USE ONLY:</b>                      <b>Consent and Acknowledgement</b></p> <p>Agriculture Financial Services Corporation consents to the above assignment, subject to the deduction of any monies which may be owing to Agriculture Financial Services Corporation.</p> <p>Dated in Lacombe, Alberta this _____ day of _____, 20____.</p> <p>Signed by: _____ for Agriculture Financial Services Corporation.</p> <p>Administration fee received: <input type="checkbox"/> (\$25).</p>
--



Storable and Non-Storable  
 Producer and Administrator Information

Agreement Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Between \_\_\_\_\_  
 (Individual/Partner/Corporation/Cooperative), (hereinafter referred to as the "Assignor")

And Western Cash Advance Program Inc. (Hereinafter referred to as the "Administrator").

This assignment agreement is for all proceeds, up to the amount set in Part 2 below, payable to the Assignor under AgriStability (BRM program) contract # \_\_\_\_\_, and is being used to secure advances issued under the Repayment Agreement (i.e., APP Application) 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
------------	------------	------------	------------	------------	------------

Definitions and Assignment Agreement

1. Definitions and Interpretations:

"APP Electronic Delivery System" means the on-line system which electronically enables the submission of data relating to the delivery of the APP between AAFC and Administrators;

"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*.

"Producer" means the individual, partnership, corporation or cooperative that applied for an advance under the Advance Payments Program.

2. The Parties Hereto Agree That:

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 amount of the advance(s) will be confirmed to the BRM Administrator by AAFC via the APP Electronic Delivery System or an alternative method agreed upon by AAFC and the BRM Administrator.

The Assignor allows the BRM Administrator to share information with AAFC and the Administrator via the APP Electronic Delivery System or an alternative method agreed upon by AAFC and the BRM Administrator.

The Assignor allows the Administrator to retrieve and verify any information from AgriStability required to complete the Assignor's Advance.

Sealed, delivered and attested to by:

Name	Title of Producer (please print)	Signature of Producer
Name	Title of Producer (please print)	Signature of Producer
Name	Title of Producer (please print)	Signature of Producer
Name	Title of Producer (please print)	Signature of Producer

Name and Title of Administrator (please print)	Signature of Administrator
--	----------------------------

Any Personal information provided to Agriculture and Agri-Food Canada will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC- PPU-140

# JOINT & SEVERAL LIABILITY CONTINUING

## GUARANTEE PARTNERSHIP/CORPORATION/COOPERATIVE

Alberta

ALL APPLICANTS to WeCAP MUST COMPLETE THIS FORM EVERY YEAR, INCLUDING SOLE PROPRIETORS, PARTNERSHIPS, CORPORATIONS AND COOPERATIVES.

Applicants to WeCap wanting to forego completion of the Joint & Several may alternatively obtain a third party guarantee.

A third party guarantor is:

- An individual or group of individuals that has the financial collateral to issue a letter that guarantees an advance until it is fully reimbursed; or

- A financial institution that issues a letter that guarantees an advance until it is fully reimbursed. Contact WeCAP at 1-844-333-3377 to obtain the forms for Third Party Guarantors.

This guarantee will continue for advances made to this entity now and in the future unless changes are made to Corporate Structure or Program. A new Joint and Several Liability Continuing Guarantee must be filled out if any changes are made to the Partnership/Corporation/Cooperative.

The Producer/Applicant must have ownership of the Agricultural Product being applied on in this Advance.

Indicate if Producer is a:  Partnership  Corporation  Cooperative

Name of Producer: (Must match name on Page 7)	APP ID# of applicant
---	----------------------

Eligible producers for an advance are: for Corporations, a majority of whose voting shares are held by Canadian citizens or permanent residents; for Cooperatives, a majority of whose members are Canadian citizens or permanent residents; for a Partnership or other associations of persons where partners or members, who are Canadian Citizens or permanent residents, are entitled to at least 50% of the profits of the Partnership or association.

All individuals/shareholders/partners/members who have an interest in the Partnership, Corporation or Cooperative, are listed below for the purpose of this application:

Full Legal Name		Mailing Address	
Date of Birth	Phone #	% Interest in Operation	APP ID

  

# Full Legal Name		Mailing Address	
Date of Birth	Phone #	% Interest in Operation	APP ID #

  

Full Legal Name		Mailing Address	
Date of Birth	Phone #	% Interest in Operation	APP ID

  

# Full Legal Name		Mailing Address	
Date of Birth	Phone #	% Interest in Operation	APP ID #

None of the above producers have outstanding liability under any previous cash advance.

I/We, being Individuals/Partners/Shareholder(s)/Member(s), as the case may be of the Producer (collectively referred to as the "Guarantors"), in consideration of an advance being made to the Producer, by Western Cash Advance Program Inc. for the eligible amount in any program year and the Minister of Agriculture and Agri-Food Canada (the "Minister") guaranteeing repayment of such advance and interest thereon, unconditionally guarantee to the Western Cash Advance Program Inc. and the Minister of Agriculture and Agri-Food Canada, the due payment of all amounts owing by the Producer, pursuant to the Terms and Conditions of the (WeCAP) Western Cash Advance Program Inc. Cash Advance Application, the AMPA and regulations, including the amount advanced, interest, and any collection costs, on any advance made to the Producer now or in the future.

Upon Default in payment of any sum owing by the Producer to WeCAP or the Minister at any time, or upon Default in the performance of the obligations by the Producer, WeCAP or the Minister may treat the whole of the indebtedness hereby guaranteed as due and payable and may forthwith collect from the Guarantors the total amount hereby guaranteed. The obligations of the Guarantors hereunder shall be continuing obligations and a new cause of action shall be deemed to arise in respect of each Default.

The Guarantors recognize that the Minister and the WeCAP, pursuant to AMPA, may grant a Stay of Default to the Producer, and we agree to such a "Stay" if the Minister and the WeCAP deem it advisable.

The Guarantors waive notice of acceptance of this Guarantee.

**JOINT & SEVERAL LIABILITY CONTINUING**

**GUARANTEE PARTNERSHIP/CORPORATION/COOPERATIVE Cont'd**

**Alberta**

The Producer and all related parties meets all the requirements listed in the application for a cash advance from the WeCAP under the *Agricultural Marketing Programs Act (AMPA)*, and Advance Payments Program (APP) and neither the Producer or related parties is in Default under any prior repayment agreement under APP, SCAP OR ESCAP.

The Producer will fulfill all obligations as outlined in the application for a cash advance from the WeCAP under the *Agricultural Marketing Programs Act (AMPA)* or the Advance Payments Program (APP).

In the event that the Producer does not fully repay the advance, interest, and any costs involved in collecting the account, the Guarantors will be responsible individually for repaying the debt, including interest and all costs now and in the future. We as individuals agree to be liable individually to repay the obligations including interest and costs now and in the future.

WeCAP shall not be bound to exhaust its recourse against the Producer or other parties before being entitled to payment from the Guarantors under the Guarantee.

This Agreement shall continue to be binding upon the undersigned Guarantor(s), their heirs, executors, Administrators, and assigns and shall remain in force and effective as against the Guarantors until such time as the Producer has repaid all amounts owing by it to WeCAP and the Minister, on account of the Repayment Agreement or otherwise. The Guarantors agree that this Guarantee is a continuing guarantee. The Guarantors acknowledge that consideration has been given and agree that same may only be limited, upon giving written notice to WeCAP, Box 4638 Barrhead, AB T7N 1A5 of the Guarantor's intent to limit this guarantee.

Any notice given will only be effected for advances subsequent to the notice.

I/We have read, understand and agree to be bound by all terms of this declaration and the WeCAP's Repayment Agreement and that all information set forth in these documents is true and correct.

Please note that by signing this document, you understand and agree that action may be taken against you personally to repay the full amount of any Defaulted advance, plus interest and costs.

IN WITNESS WHEREOF we, being all of the above-named Guarantors, hereunto set our hand(s).

Dated at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DO NOT USE CORPORATE SEALS ON THIS DOCUMENT**

All individual members or partners must sign personally (do not include any company name or position held) and must have a non-relative sign as a witness.

If any of the Guarantors are a resident of Alberta a Barrister or Solicitor MUST witness this form as well as fill in and sign the attached Guarantee Acknowledgement Certificate(s).

Signature of Shareholder/Member/Partner	Signature of Witness (must not be a relative)
Name of Shareholder/Member/Partner (please print)	Name of Witness (please print)

Signature of Shareholder/Member/Partner	Signature of Witness (must not be a relative)
Name of Shareholder/Member/Partner (please print)	Name of Witness (please print)

Signature of Shareholder/Member/Partner	Signature of Witness (must not be a relative)
Name of Shareholder/Member/Partner (please print)	Name of Witness (please print)

Signature of Shareholder/Member/Partner	Signature of Witness (must not be a relative)
Name of Shareholder/Member/Partner (please print)	Name of Witness (please print)

Any personal information provided to Agriculture and Agri-Food Canada will be protected under the provisions of the

*Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-140.

**ACKNOWLEDGEMENT OF GUARANTEE  
CERTIFICATE**

**Alberta**

**FOR RESIDENTS OF ALBERTA ONLY**

NOTE: A GUARANTEE ACKNOWLEDGEMENT CERTIFICATE MUST BE SIGNED FOR EACH PARTNER/SHAREHOLDER. PHOTOCOPY IF NEEDED FOR MORE THAN ONE PARTNER/SHAREHOLDER.

Please find below the Guarantee Acknowledgement that must be completed by each partner /shareholder of the partnership or corporation / cooperative residing in the Province of Alberta. The Guarantees Acknowledgement Act requires Certificates to be signed by a lawyer. It is no longer sufficient if the Guarantee is signed by a Notary Public who is not a lawyer. We will no longer be able to rely on the Notarial seal used by both lawyers and non-lawyers. ALL original signatures must be completed and returned with Cash Advance Application before processing

**GUARANTEE ACKNOWLEDGEMENT CERTIFICATE**

I hereby certify that:

1. \_\_\_\_\_, The Guarantor in the Guarantee dated \_\_\_\_\_  
(The producer)

\_\_\_\_\_ made between **Western Cash Advance Program Inc.** and \_\_\_\_\_ which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the Guarantee.

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the Guarantee/Bond of Indemnity and understand it.

CERTIFIED by \_\_\_\_\_ (Print Name) Barrister and Solicitor, at the City/Town of \_\_\_\_\_, in the Province of Alberta, this

\_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_, under my hand and seal of office.  
(Seal Required)

\_\_\_\_\_  
BARRISTER / SOLICITOR SIGNATURE

**STATEMENT OF GUARANTOR**

I am the person named in this certificate.

Signature of Guarantor

THIS CERTIFICATE IS FOR RESIDENTS OF ALBERTA ONLY  
APPLYING UNDER A PARTNERSHIP/CORPORATION OR COOPERATIVE.

## ADVANCE RATES FOR COMMODITIES

Alberta

Advance rates are effective April 1, 2016 but are subject to change during the applicable production period. Go to [www.feeders.org](http://www.feeders.org) or call 1-844-333-3377 to obtain the most recent advance rates.

FIELD CROPS	RATE/MT	RATE/lb.	LIVESTOCK	RATE/HEAD
Barley	\$77.52		Cattle Feeder Calf (400-700 lbs)	\$679.51
Canola	\$261.63		Cattle Feeder Cattle (700-900lbs)	\$761.63
Corn	\$87.72		Cattle Finished Cattle (over 1250 lbs)	\$1,092.06
Durum	\$120.15		Cattle Continuous Flow Feeder Calf (400-700 lbs)	\$679.51
Fababeans	\$116.28		Cattle Continuous Flow Feeder Cattle (700-900 lbs)	\$761.63
Flax	\$232.56		Cattle Continuous Flow Finished Cattle (over 1250)	\$1,092.06
Lentils	\$373.06		Goats Kids (less than 50 lbs)	\$36.82
Mustard	\$373.06		Goats Kids (50-70 lbs)	\$66.86
Oats	\$72.67		Goats Goatlings (more than 70 lbs)	\$80.42
Peas - Dry	\$159.88		Lambs (61 to 79 lbs)	\$71.22
Rye	\$101.74		Lambs (80 to 109 lbs)	\$89.14
Wheat	\$106.59		Lambs (more than 110 lbs)	\$114.58
Winter Wheat	\$92.05			
<b>FORAGE/HAY</b>	<b>RATE/MT</b>	<b>RATE/lb.</b>		
Alfalfa	\$82.36			
Hay	\$62.98			
<b>GRASS SEED</b>	<b>RATE/MT</b>	<b>RATE/lb.</b>		
Clover Seed - Alsike		\$0.629		
Fescue Seed - Sheeps		\$0.678		
Fescue Seed - Creeping Red		\$0.339		

**POST-HARVEST/FALL ADVANCE**

**Alberta**

By sending this form in promptly after harvest you may prevent crop insurance claim payments from being sent to WeCAP unnecessarily. Submit this form no later than December 31, 2016, otherwise the advance will be repayable immediately. Advance rates are subject to change at any time during the program year. Visit [www.feeders.org](http://www.feeders.org) or call 1-844-333-3377 to obtain the most recent advance rates.

List only those commodities for which you are applying for an advance.

**CROP COMMODITIES**  
**Stored Grain Advance**

Commodity	Harvested Acres (indicate year crop harvested in bracket)	Stored Quantity (MT or lb) Against which Advance is Requested	WeCAP Advance Rate*		\$ Amount
			X	=	
	( )		X	=	
	( )		X	=	
	( )		X	=	
	( )		X	=	
	( )		X	=	
	( )		X	=	
	( )		X	=	
	( )		X	=	
<b>Total of Stored Grain Commodities:</b>					\$
Stored Grain Advance Requested by Producer					<b>A</b> \$

**LIVESTOCK COMMODITIES**

All producers having a Spring Livestock Advance must send in their Fall Advance Report to verify stock still on hand by December 31, 2016, otherwise their advance will be repayable immediately. Producers applying for the first time in the 2016/17 production period MUST submit their 2016 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using two years of Livestock Inventory Valuations from their AgriStability Production Margin Summary. Call WeCAP at 1-844-333-3377 for assistance in determining the appropriate AgriStability adjusted rates for calculating your eligible advance.

Livestock Type Example: Cattle Feeder Calf (400-700 lbs)	Continuous Flow Permanent Inventory for 12-month period Number of Head (eg. 100 head)	Number of Head to be advanced on	WeCAP Advance Rate/head*		\$ Amount
			X	=	
			X	=	
			X	=	
			X	=	
			X	=	
			X	=	
			X	=	
<b>Total Livestock Commodities:</b>					\$
Livestock Advance Requested by Producer					<b>B</b> \$
TOTAL ADVANCE (Maximum \$400,000)					<b>A+B=</b> \$

Indicate your intentions for Post-Harvest/Fall Advance by selecting one of the following:

A. Applying for the first time under the 2016/17 program:

- 1. Issue maximum eligible funds
- 2. Issue funds only in the amount of

\$ \_\_\_\_\_

B. Transfer Spring to Post-Harvest/Fall:

- 1. No additional funds requested (no funds will be issued)
- 2. Issue maximum eligible funds
- 3. Issue additional funds only in the amount of

\$ \_\_\_\_\_

Producer's Outstanding Balances and Advances Issued

2015 APP outstanding advances with WeCAP

\$ \_\_\_\_\_

Previous years' outstanding APP advances from any other organizations

\$ \_\_\_\_\_

2016/2017 APP advances issued from any other organizations

\$ \_\_\_\_\_

Outstanding defaulted advances

\$ \_\_\_\_\_

List any payments taken within the last 30 days by grain companies or direct payment by Producer.

Grain Company or direct farmer payments	Amount

List any outstanding claims not yet processed by crop insurance that would affect the stored commodities on this Post- Harvest/Fall Advance:

Contract #	Amount

Legal description (section-township-range) of land where the Agricultural product(s) is/are stored/housed:

\_\_\_\_\_

I declare that the above information is true and accurate at the time of completion and agree to repay the Administrator any difference where applicable.

Signature of Producer	Name of Producer (Please print)	Date	APP ID#

The Post-Harvest/Fall Advance will become a part of your 2016/2017 Cash Advance Application using all rules and regulations set forth by the 2016/2017 Terms and Conditions of this Application & Repayment Agreement

<b>WeCAP Use ONLY</b>	Advance Approved by Administrator	\$ _____	Acct. Rep.	Initial	Date
	Final Installment	\$ _____			
	Installment (100%)	\$ _____	GM	Initial	Date
APP ID #	_____				
	Administrator Signature			Initial	Date

**DECLARATION OF PRODUCER & REPAYMENT AGREEMENT**

**Alberta**

This agreement shall be governed by and interpreted in accordance with the laws of Alberta. The Producer agrees that any action, proceeding, claim or other court activity arising from the enforcement or interpretation of this contract, if commenced by the Producer, must be commenced in the Province of Alberta.

NOTE: Providing false or misleading information will result in an automatic default, with the loss of all benefits related to the Advance Payments Program.

I have read the Terms and Conditions of the Repayment Agreement (page 25-31) which are attached to and form part of this application and

I agree to comply with such Terms and Conditions and program rules including repaying the advance plus interest and costs. I agree that the application, instructions, guarantee, priority agreement and all relevant attachments form part of this contract. I declare the information provided 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 agree to comply with all of the Terms and Conditions included in this APP Application and Repayment Agreement.

**For Sole Producers and Personnel having Signing Authority with a Corporation or Cooperative:**

Signature of Producer	Signature of Witness (must not be a relative)	Date
Name of Producer (please print)	Name of Witness (please print)	

**For Applications pertaining to Partnerships:**

Signature of Shareholder	Signature of Witness (must not be a relative)	Date
Name of Shareholder (please print)	Name of Witness (please print)	

Signature of Shareholder	Signature of Witness (must not be a relative)	Date
Name of Shareholder (please print)	Name of Witness (please print)	

Signature of Shareholder	Signature of Witness (must not be a relative)	Date
Name of Shareholder (please print)	Name of Witness (please print)	

Signature of Shareholder	Signature of Witness (must not be a relative)	Date
Name of Shareholder (please print)	Name of Witness (please print)	

**FOR WeCAP USE ONLY**

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

Signature of Administrator (authorized representative)	Date
--	------



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 Western Cash Advance Program Inc. (WeCAP).
- 1.3 "Terms & Conditions" means the content of the Terms and Conditions of this Application and Repayment Agreement.
- 1.4 "Repayment Agreement" means the completed Program Application, including these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.5 "AMPA" or "Act" means *Agricultural Marketing Programs Act*.
- 1.6 "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.7 "APP" means the Advance Payments Program.
- 1.8 "SCAP" means the Spring Credit Advance Program.
- 1.9 "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.10 "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.
- 1.11 "Her Majesty" means Her Majesty the Queen in Right of Canada.
- 1.12 "Agricultural Product in Production" means a Storable Agricultural Product defined in the Terms and Conditions in this Application 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.
- 1.13 "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.
- 1.14 "Livestock" means cattle, sheep, lambs and goats.
- 1.15 "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 1.12.
- 1.16 "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.
- 1.17 "Advance on Livestock" means an eligible Advance based on inventory of an eligible livestock.
- 1.18 "Advance Rate on Agricultural Product in Production" means the rate of issuance applicable to Advances issued prior to September 1, 2016.
- 1.19 "Advance Rate on Agricultural Product in Post-Production" means the rate of issuance applicable to Advances issued on or after September 1, 2016 but before March 1, 2017.
- 1.20 "Advance Rate on Livestock" means the rate of issuance applicable to Advances issued prior to March 31, 2017.
- 1.21 "Eligible Advance" means the Advance the Producer is entitled to as calculated in the Application for an Advance Worksheet.
- 1.22 "Application for an Advance Worksheet" means the template used to calculate the Eligible Advance for the purposes of the APP.
- 1.23 "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.
- 1.24 "Post-Production Report" means the report wherein the Producer specifies the amount of Agricultural Product held in storage.
- 1.25 "Production Period" is the period that commences on April 1, 2016 and terminates September 30, 2017 for field crops, continuous flow livestock, goat, sheep and lamb Advances and terminates on March 31, 2018 for cattle Advances.
- 1.26 "Program Year" means 2016 and is used to manage limits as per the *Act*.
- 1.27 "Eligible BRM Program" means a program eligible to be used as security against an Advance pursuant to the regulations and includes AgriStability, CAIS, NISA, Production Insurance and a self-directed 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.
- 1.28 "Producer" means a Producer of an Agricultural Product as identified in this application who is:
  - a) a Canadian citizen or a permanent resident of the age of majority of the province where the farming is carried on, who is entitled to own the agricultural product and who is entitled to make the marketing decisions on the agricultural product; or
  - b) a corporation a majority of whose voting shares are held by Canadian citizens or permanent residents, one of whom is a shareholder, the age of majority in the province where the farming is carried on and one of whose shareholder is entitled to own the crop as landlord and is entitled to make the marketing decisions on the agricultural product; or
  - c) a cooperative, a majority of whose members are Canadian citizens or permanent residents, one of whom is a member the age of majority in the province where the farming is carried on and one of whose member is entitled to own the crop as landlord and is entitled to make the marketing decisions on the agricultural product; or
  - d) a partnership or other association of persons where partners or members who are Canadian citizens or permanent residents are entitled to at least 50% of the profits of the partnership or association, one of whom is a member, the age of majority in the province where the farming is carried on and one of whose member is entitled to own the crop as landlord and is entitled to make the marketing decisions on the agricultural product.
- 1.29 "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the BRM Program used as security, wherein the Producer identified the amount of security available under the BRM Program.
- 1.30 "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.
- 1.31 "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.

### 2.0 Issuance of the Advance

- 2.1 Issuance of the Advance – Field Crops
  - 2.1.1 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 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

## TERMS &amp; CONDITIONS OF THE REPAYMENT AGREEMENT Cont'd

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.

- 2.1.2 By July 31, 2016, Producers securing the Advance with production insurance shall provide a copy of a verified Statement of Coverage and Premiums, 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 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.
- 2.1.3 Based on the information contained in the documents required in Subsection 2.1.2, 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 2.1.1, and any other Advance under the APP from any Administrator.
- 2.1.4 Should the Eligible Advance as calculated in 2.1.3 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.
- 2.1.5 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.
- 2.1.6 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, 2016, otherwise be declared in Default.
- 2.1.7 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.
- 2.1.8 Any Advance on all eligible Agricultural Products or any installment on such Advance shall be issued as per the dates specified in Subsections 1.18, 1.19 and 1.25 inclusive, as applicable.
- 2.2 Issuance of the Advance - Livestock
- 2.2.1 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.
- 2.2.2 Through no fault of the Producer, should the value of the Agricultural Product, once produced, 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.
- 2.2.3 Any Advance on all eligible livestock or any installment on such an Advance shall be issued as per the date specified in subsection 1.20 and 1.25 of these Terms and Conditions.

### 3.0 Repayment of the Advance

- 3.1 Repayment of the Advance - Field Crops
- 3.1.1 The Producer shall repay the amount of the advance as specified in this Repayment Agreement to the Administrator by the end of the applicable Production Period with one, or a combination, of the following:
- where the Producer sells the Agricultural Product for which the advance was made, to a buyer or buyers named by the Administrator, the Producer must repay the amount of the advance by authorizing in writing each buyer to withhold from any amount they pay to the Producer for each production unit, an amount determined in accordance with the repayment schedule specified in the authorized buyers agreement;
  - 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 or within sixty (60) calendar days of delivery to the buyer, whichever is earlier, 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;
  - where an Agricultural Product in respect of which the advance is made is sold, the Producer is required to provide proof of sale documentation no later than the end of the Production Period; however, proof of sale documentation is not required for field crop repayments made from the beginning of the Production Period; to January 31, 2017.
  - 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 within five (5) calendar days of receipt of such amounts. 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.
- 3.1.2 In the event that 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) 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.
- 3.2 Repayment of the Advance - Livestock (Non-Continuous Flow and Continuous Flow)
- 3.2.1 Non-Continuous Flow Livestock advance amounts, as specified in this Repayment Agreement, are required to be repaid by the end of the applicable Production Period by paying directly to the Administrator, for each unit of Agricultural Product, within thirty (30)

calendar days of receipt of payment or within sixty (60) calendar days of delivery to the buyer, whichever is earlier, 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.

- 3.2.2 Continuous Flow Livestock advance amounts, as specified in this Repayment Agreement, are required to be repaid within the twelve (12) month period from the date the advance was issued, but cannot extend beyond the end of the applicable Production Period, by paying directly to the administrator, for each unit of Agricultural Product sold, 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.
- 3.2.3 Where an Agricultural Product in respect of which the Livestock advance is made is sold or disposed of, the Producer is required to provide proof of sale or disposal documentation no later than the end of the applicable Production Period.
- 3.3 Repayment of the Advance – General
- 3.3.1 This section applies to Field Crop Advances and Livestock Advances, as referenced respectively in 3.1 and 3.2 above. In addition to the mandatory payments and requirements under the paragraphs of 3.1.1, 3.2.1, and 3.2.2 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 plus 0.50%, 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.
  - 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 or by assigning to the Administrator amounts payable under a listed BRM program.
  - 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 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 that Producer.

#### 4.0 Security Interests

- 4.1 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 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. 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) 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.
- 4.3 Should the Producer suffer a loss prior to the reseeded deadlines in the province of operation, the Producer agrees to reseed in order to ensure that they continue to qualify for a full production insurance indemnity should additional losses be suffered; otherwise, the Producer will repay any unsecured amount of the advance within twenty (20) calendar days of the reseeded deadline, failing this the producer will be declared in Default.
- 4.4 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.

#### 5.0 Default

- 5.1 The Producer is in Default if the Producer:
- has not met all of the Producer's obligations under the Repayment Agreement by the end of the Production Period;
  - 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.
- 5.2 The Administrator shall declare a Producer in Default and immediately inform the Producer of the same, if the Producer:
- 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
  - 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.
- 5.3 Upon Default, the Producer is liable to the Administrator for:
- the amount of the advance outstanding;

## TERMS &amp; CONDITIONS OF THE REPAYMENT AGREEMENT Cont'd

- b) 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
  - c) costs incurred by the Administrator to recover the outstanding amount (a Default Management Fee of 3% will be applied immediately upon default and will be applied to the outstanding principal balance as of 30 calendar days after default) and interest, including legal costs approved by the Minister.
- 5.4 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 against any other persons liable under this Repayment Agreement. The Producer is liable to the Minister for the amounts stated in Subsection 5.3.
- 5.5 Where applicable, the Producer agrees that if the Producer resides 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 Agreement 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, the applicant further agrees that the extended limitation period should be of six years.
- 5.6 If the Producer defaults during the current APP Program Year and subsequently repays the defaulted amount, in full, during the current APP Program Year, they will not be eligible to receive additional advance funds during the remainder of the current APP Program Year. An ineligibility period of 12 months will be applied once a first time default for the Producer has occurred and his default has not been repaid, in full, prior to the beginning of a new APP Production Period/Program Year. If the Producer has defaulted two times in the last five Production Periods/Program Years, they will not be eligible for any new advance for 12 months from the date all defaulted advances are paid in full. If the Producer has defaulted three times in the last 10 Production Periods/Program Years, they will not be eligible for any new advance for 12 months from the date all defaulted advances are paid in full.
- 5.7 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.

**6.0 Interest Rate**

- 6.1 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;
  - b) TD Prime rate plus 0.50% on the amount of the advance designated as interest bearing, calculated daily;
  - c) TD Prime rate plus 0.50% on repayments without proof of sale in excess of the greater of \$10,000 or ten percent (10%) of the total amount of the advance, calculated daily; and
  - d) TD Prime rate plus 0.50% on repayments submitted outside the proof of sale deadlines detailed in paragraph 3.1.1 c) and 3.2.3 calculated daily.
- 6.2 In the event that the Producer is declared in Default, the interest payable by the Producer will be:
- a) 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.
  - b) TD Prime rate plus 2% 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.

**7.0 General Provisions**

- 7.1 The Producer is aware that a recalculation of the advance will occur in the fall based upon 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.
- 7.2 The Production Period for Agricultural Products commences on April 1, 2016 and terminates on September 30, 2017 for field crops, continuous flow livestock, goat, sheep and lamb advances and terminates on March 31, 2018 for cattle advances.
- 7.3 The advance referred to in Sections 1.15 and 1.16 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.
- 7.4 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.
- 7.5 The Administrator or its authorized agent has the right to inspect the Agricultural Product and perform a credit check on the Producer or any of the Producer's Partners/Shareholders/Members at any time during the term of this Agreement.
- 7.6 The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product.
- 7.7 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.
- 7.8 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, and the Producer must notify the Administrator if further requests for an assignment of the BRM Program proceeds are made, granted or registered.
- 7.9 This Repayment Agreement shall be interpreted in accordance with the laws of the Province of Alberta, Canada.
- 7.10 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.
- 7.11 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 hereto require.
- 7.12 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.
- 7.13 This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon

## TERMS &amp; CONDITIONS OF THE REPAYMENT AGREEMENT Cont'd

personal representatives to execute any instruments that may be necessary or proper to carry out the purpose and intent of this Agreement.

- 7.14 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 requirements. Failure to provide such documentation as requested by the Administrator may result in a rejection of the application or in the Producer being declared in Default if the Advance has been issued.
- 7.15 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 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.
- 7.16 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.
- 7.17 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:
  - a) 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;
  - b) 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.
- 7.18 Unless authorized by the Minister, any amendment to the Repayment Agreement as per subsection 7.17 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.
- 7.19 It is agreed that all pages of this application form part of the Terms and Conditions of the Repayment Agreement including the Administration Fees.
- 7.20 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.
- 7.21 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 shall have the same effect as a counterpart originally signed by such party.

- 1) I am applying as an individual or, on behalf of the Partnership/Corporation/Cooperative for which I represent, and have authority to make an application for an Advance payment pursuant to the Advance Payments Program (APP).
- 2) I am, or at least one of the Partners/Shareholders/Members is of the age of majority, and I/the majority of the Members/Partners/Shareholders am/are a Canadian Citizen or a permanent resident.
- 3) I am, or at least one of the Partners/Shareholders/Members is the Producer of the Agricultural Product for which this application is made, or I am, or one of the Partners/Shareholders/Members, as the case may be, is entitled to the Agricultural Product as Landlord, Vendor, Mortgagee or Hypothecary Creditor.
- 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 or the name of the Partnership/Corporation/Cooperative for which I represent. I am/we are the owner(s) of and am/are responsible for marketing the Agricultural Products pledged in this Application.**
- 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 Applicant's Declaration all other farming operations and corporations carrying on farm operations in which I have an interest.
- 6) For the purposes of applying as a Partnership/Corporation/Cooperative, all Partners/Shareholders/Members who have an interest in the entity are listed in this Application on the Joint & Several Liability Form.
- 7) Neither I, nor any of the farming operations listed on the Producer's Declaration Form, the Partnership/Corporation/Cooperative or any of the Partners/Shareholders/Members listed in this Application, 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)*.
- 8) I am, or the Partnership/Corporation/Cooperative that I represent, is not ineligible under an Advance guarantee agreement made pursuant to *AMPA/SCAP/ESCAP*.
- 9) I, or the Partnership/Corporation/Cooperative that I represent, as the case may be, 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.
- 10) I, or the Partnership/Corporation/Cooperative that I represent, and who is/are requesting an Advance on a Storable Agricultural Product in Post Production, have sufficient Agricultural Product in storage to justify the amount advanced in this Application and Repayment Agreement.
- 11) 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.
- 12) The only Secured Parties or entities entitled to security by advancing agricultural inputs on the Agricultural Products are those stated on this Application.
- 13) I agree that a credit check and an inspection of the Agricultural Products may be performed at any time while an Application is pending or the Advance is outstanding.
- 14) I acknowledge that, in the event of a Default, I may, or the Partnership/Corporation/Cooperative 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.
- 15) I, or the Partners/Shareholders/Members declare that this Application is consistent with the purpose of the APP.
- 16) I, or the Partners/Shareholders/Members certify that all of the information provided in this Application is true and correct in every respect.
- 17) I, or the Partners/Shareholders/Members 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 Advance under the Program.
- 18) I/We agree, that if 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.
- 19) I, or the Partners/Shareholders/Members authorize Western Cash Advance Program Inc. 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/tbsf-fsct/350-58\\_e.asp](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, Room 227, Tower 5, 4th Floor 1341 Baseline Road, Ottawa, Ontario, K1A 0C5 Tel. 613-773-1386 Fax. 613-773-1380
- 20) I authorize Western Cash Advance Program Inc. 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.
- 21) I authorize Western Cash Advance Program Inc. 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.
- 22) I consent to the right of the Minister of AAFC to contact me/us for purposes of evaluating *AMPA*.

- 23) 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.
- 24) I 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.
- 25) 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 to terminate interest payments under the agreement. The Administrator shall provide, in writing, 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 Western Cash Advance Program Inc., on behalf of Agriculture and Agri-Food Canada, may deposit a copy of this Application with the applicant's provincial production insurance agency and effective upon such deposit, the applicant will be deemed to have transferred and assigned to Western Cash Advance Program Inc. all of the applicant's indemnities otherwise payable to the applicant under the applicant'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 Western Cash Advance Program Inc.
- 27) That in order to determine my/our financial situation, I/we authorize WeCAP or its Credit Bureau, from my/our suppliers or from other financial institutions and from references I/we have provided in this Agreement. I/we authorize the information provided in this Agreement may be given to my/our supplier or financial institutions to whom I/we do business with. If I/we have given WeCAP my/our personal information, WeCAP may treat it as information to be used as an aid to identify me/us with the credit bureau and other parties. We agree to the collection and release of information by WeCAP at their discretion and waive our rights under the *PIPA Act*.
- 28) I acknowledge that the WeCAP, on behalf of the federal government, may register an assignment with the provincial production insurance agency without further notice, giving the Western Cash Advance Program Inc. priority on any production insurance payouts up to the amount owing on the Advance, plus any interest.
- 29) I acknowledge that the WeCAP, or the Federal Government, may register an assignment on BRM Program payments giving the Western Cash Advance Program Inc. priority on any BRM Program payments up to the amount owing on the Advance, plus any interest.
- 30) I can confirm that there have been no changes to the Producer's structure since the previous filing of the Applicant's Declaration, if applicable.
- 31) 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 WeCAP 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.
- 32) I, the Producer, declare that if I suffer a loss prior to the reseeding deadlines in the province in which I operate, I agree to 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 twenty (20) calendar days of the reseeding deadline. Failing to do this, the Producer will be declared in Default.
- 33) 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; I/we are not subject to receiving order under that Act; I/we are 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.
- 34) I acknowledge that if I am using AgriStability as security on my Advance, that I will report any changes to my reference margin or program coverage to WeCAP immediately.
- 35) Authorization to Collect and Disclose Information - Agricultural Financial Services Corporation (AFSC) may disclose my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, to WeCAP 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, and income and expenses related to my business or farming operation.
- a) Agricultural Financial Services Corporation (AFSC) may collect my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, from WeCAP and AAFC for the purpose of AAFC's Advance Payments Program.
- b) AAFC and WeCAP 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 WeCAP. I acknowledge that AFSC may also collect and disclose corporate information for these purposes.

## Complete the check list and avoid delays in having your application processed in a timely manner.

Use the checklist on pages 4-6 of this application to ensure you've completed everything that is needed, including submitting all supporting documentation and signing all the appropriate forms.

If you have any questions about how to complete any part of this application, please call 1-844-333-3377. A WeCAP customer service representative will be happy to answer any questions you might have.

[www.feeders.org](http://www.feeders.org)

### Summary of Important Deadlines

The table below outlines **important deadlines** for subsequent applications, supporting documentation and account repayment. Producers who receive a cash advance under the APP are solely responsible for meeting all program deadlines. If you have asked a third party such as your crop insurance agency or your grain elevator to submit any type of documentation to WeCAP on your behalf, it is your responsibility to ensure that information is received in our office on time.

<b>April 1, 2016</b>	2016/17 advances available for all commodities
<b>June 20, 2016</b>	Last date to apply for an Intended Seeding Advance
<b>July 31, 2016</b>	Last date to transfer an Intended Seeding Advance to Actual Seeded Advance
<b>Dec 31, 2016</b>	Last date to: a) transfer an Actual Seeded Advance to a Post-Harvest Advance; b) transfer a Spring Livestock Advance to a Fall Livestock Advance, or c) to repay an Actual Seeded Advance or a Spring Livestock Advance without transfer
<b>January 31, 2017</b>	Last day to make crop advance repayments without providing Proof of Sale Documentation
<b>March 1, 2017</b>	Last date to apply for 2016/17 Post-Harvest Advance, or a 2016/17 Fall Livestock Advance
<b>Sept 30, 2017</b>	Last date to repay 2016/17 Advance for field crops, goats, sheep or lambs. Advances for continuous flow cattle must be repaid within 12 month of the advance issue date or September 30, 2017, whichever is earlier.
<b>March 31, 2018</b>	Last date to repay 2016/17 cattle advance

Western Cash Advance Program Inc.  
Box 4638 Barrhead, AB T7N 1A5  
Toll-free: 1-844-333-3377 Fax: 1-888-840-8107  
E-mail applications: [wecap@feederassoc.com](mailto:wecap@feederassoc.com)  
[www.feeders.org](http://www.feeders.org)

