

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

**2.0 APPLICATION: ADVANCE INFO & TERMS AND CONDITIONS - IN-PRODUCTION PRODUCTS
(FIRST INSTALLMENT)**

Producer Name:	APP ID:
-----------------------	----------------

INSTRUCTIONS

- ✓ **Use this application for Advances on Agricultural Products that are *In Production other than Livestock* using *AgriInsurance, AgriStability, Assurance stabilisation des revenus agricoles (ASRA), and/or Global Ag Risk Solutions* as security.**

Advances in Installments

- ✓ If the advance is required to be given in two or more installments, use this application for the **first installment**.
- ✓ The Producer must submit their Seeded Acreage Report(s) (or any document providing the information on anticipated final production) accompanied by a completed **2nd instalment form** (Section 2.10 to 2.17 of the Application) to the Administrator prior to August 31, 2022 so as to not be considered in default.
- ✓ If the Production Insurance (PI) Agency does not provide a Seeded Acreage Report(s) for the Agricultural Product(s) on which the Producer is requesting an Advance and if the Administrator has the provision in the Advance Guarantee Agreement to issue the Advance in **one instalment**, Sections 2.1 through 2.8 of the Application, as appropriate based on the type of security, can be completed for the entire Advance.
- ✓ For Storable Agricultural Products, once the Agricultural Product(s) is in storage, the Producer must complete the **Post-Production Report form** below (Sections 2.18 and 2.19) and return it to the Administrator by November 30, 2022.

Security

- ✓ If, to secure the Advance, the Producer chooses to use:
 - **only Production Insurance (PI)**, only Sections 2.1, 2.2, 2.3 and 2.8 of this Application need to be completed; or
 - **only AgriStability**, only Sections 2.1, 2.2, 2.4 and 2.8 of this Application need to be completed; or
 - **only l'Assurance stabilisation des revenus agricoles (ASRA)**, only Sections 2.1, 2.2, 2.5 and 2.8 of this Application need to be completed; or
 - **only Global Ag Risk Solutions**, only Sections 2.1, 2.2, 2.7 and 2.8 of this Application **need to be completed**.
- ✓ If the Producer chooses to use **more than one program** to secure an Advance, Sections 2.1 and 2.2 and the Sections that pertain to the relevant programs (2.3 to 2.5, 2.7), as well as Sections 2.6 and 2.8 of the Application need to be completed.
- ✓ The Producer must first use their PI (multi-peril coverage is required under APP) coverage to guarantee an Advance before using their AgriStability coverage or coverage from another program.
- ✓ Concerning PI, under Section 2.3, the Producer must indicate the insured value for each Agricultural Product or for the basket of products insured. This value compared with the calculation of the Advance based on the anticipated production, will determine the Maximum Eligible Advance amount.

General

- ✓ Use the Advance Rate(s) provided by the Administrator.
- ✓ The Producer must not have more than **one million dollars (\$1,000,000)** outstanding in Advances, including as a result of the overlap between Program Years and amounts issued to Related Producers.
- ✓ The interest-free Advances are limited to the first **one hundred thousand dollars (\$100,000)** issued per Program Year and will be limited by other interest-free amounts issued to the Producer and/or other Related Producers.
Advance amounts issued above the first **one hundred thousand dollars (\$100,000)** issued

CALCULATION OF MAXIMUM - AGRINSURANCE

2.1 AGRICULTURAL PRODUCT INFORMATION	2.2 ELIGIBLE ADVANCE BASED ON ANTICIPATED PRODUCTION	2.3 ELIGIBLE ADVANCE BASED ON PRODUCTION INSURANCE
---------------------------------------------	-------------------------------------------------------------	-----------------------------------------------------------

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program, PPU 140*. (2022).

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**
**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

Agricultural Product	Advance Rate per Unit (a)	Anticipated Production		Advance based on the Anticipated Production per Product (a x b) (A)	PI Contract No.		(C) Maximum Eligible Advance per Product (lesser of A or B)		
		Quantity (b)	Unit of Measure		Insured Value				
PI Coverage per Product (single coverage including only one product)									
	\$			\$			\$		
	\$			\$			\$		
	\$			\$			\$		
	\$			\$			\$		
Sub-total				A1	\$	B1	\$	C1	Total of (C) for all Products
									\$
PI Coverage per Basket of Crops (single coverage including more than one product)									
	\$			\$			Maximum Eligible Advance for all of those Products (lesser of A2 or B2)		
	\$			\$					
	\$			\$					
Sub-total				A2	\$	B2	\$	C2	\$
Total				A	(A1 + A2) \$	B	(B1 + B2) \$		
Maximum Eligible Advance through PI (total of C1 + C2)							D	\$	

2.4 CALCULATION OF MAXIMUM - AGRISTABILITY

Instructions	AgriStability ID:	
---------------------	--------------------------	--

- ✓ If the AgriStability Administrator has provided the Producer's:
- Final Reference Margin with Allowable Expenses go to Section 2.4.1, then to Section 2.4.3 of the Application; or
 - Only the Enrolment Notice go to Section 2.4.2 to calculate the Reference Margin and Allowable Expenses, then to Section 2.4.3 of the Application.
 - For Olympic Average calculations, remove the highest and lowest Program Year Margins prior to averaging the Program Year Margins for the remaining three years. Remove the Allowable Expenses for the corresponding highest and lowest Program Year Margin years and average the Allowable Expenses for the remaining three years.
 - If the Producer does not have five years of Program Year Margins and Allowable Expenses, calculate the averages based on the information for the years provided.
 - Where the Producer ends up with a negative AgriStability Reference Margin, go to Section 2.4.4.
 - If the Producer has received any interim payments for the AgriStability Program Year or anticipated ASRA payments, they must be deducted from the coverage available under the program in Section 2.4.5.

2.4.1 Producer's Reference Margin — if Provided by the AgriStability Administrator

AgriStability Reference Margin (if not known enter \$0.00)	E	\$
AgriStability Allowable Expenses	F	\$

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

2.4.2 Calculations when estimating AgriStability Coverage from the Producer's Enrolment Notice

AgriStability Reference Margin and Allowable Expenses Calculation	Calculate using the Olympic Average (exclude the High and Low PYM and corresponding AE years)			Average (\$)	
Program Year Margin (PYM)	\$	\$	\$	E	\$
Allowable Expenses (AE)	\$	\$	\$	F	\$

2.4.3 Use this calculation if the Reference Margin (E) is Positive (greater than 0)

Estimate AgriStability Positive Margin Coverage	E x 49%	G	\$
Estimate AgriStability Negative Margin Coverage	F x 70%	H	\$
Estimated Total AgriStability Coverage	G + H	I	\$
AgriStability Coverage Limit	(<u>greater of E or I</u>)	J	\$

2.4.4 Use this calculation if the Reference Margin (E) is Negative (less than 0)

Calculated AgriStability Negative Margin Coverage	E + F	K	\$
AgriStability Coverage Limit Used to Calculate the APP Advance	K x 70%	J	\$

2.4.5 Reference Margin Adjustments

AgriStability Interim Payments Received To-Date (if none enter \$0.00)	L	\$
Anticipated ASRA Payments During the Program Year (Quebec Only) (if none enter \$0.00)	M	\$
Maximum AgriStability Security Available to Secure an APP Advance J – L – M	N	\$
Maximum Eligible APP Advance (<u>lesser of A or N</u>)	P	\$

2.5 CALCULATION OF MAXIMUM - L'ASSURANCE STABILISATION DES REVENUS AGRICOLES (ASRA) – QUÉBEC ONLY

ASRA PIN											
If the Producer participates in ASRA and AgriStability	Stabilized Income	X	100%	X	Quantity	Units of Measure	-	ASRA Payments Received To-Date	=	Maximum ASRA Security Available	
	\$							\$	Q	\$	
If the Producer participates in ASRA ONLY	Stabilized Income	X	60%	X	Quantity	Units of Measure	-	ASRA Payments Received To-Date	=	Maximum ASRA Security Available	
	\$							\$	R	\$	
Maximum Security available through ASRA (P or Q depending on participation of the producer in AgriStability)										S	\$
Maximum Eligible Advance (lesser of A or S)										T	\$

2.6 CALCULATION OF MAXIMUM – USING 2 PROGRAMS TO SECURE THE ADVANCE

Maximum security available through PI and AgriStability (B+P)	U	\$
Maximum security available through PI and ASRA – Québec only (B+T)	V	\$
Maximum security available through AgriStability and ASRA – Québec only (P+T)	W	\$
Maximum Eligible Advance is the lesser of A or of (U, V, or W)	X	\$

2.7 CALCULATION OF MAXIMUM - GLOBAL AG RISK SOLUTIONS (GARS) COST PRODUCTION INSURANCE

GARS Contract No.		Policy Effective Date		Policy Expiry Date	
Enter Value of GARS Insurance Contract				Y	
Maximum Eligible Advance Issued (lesser of A or Y)				Z	

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivée.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU 140*. (2022).

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

2.8 MAXIMUM ELIGIBLE ADVANCE

- ✓ The Advance can only be issued in one installment (i.e. 100%) if the seeded acreage can be confirmed prior to requesting the Advance.
- ✓ If the Advance is issued in two installments, the 1st Advance instalment **cannot exceed 60%** of the Maximum Eligible Advance.

Enter Maximum Eligible Advance (Enter Maximum Eligible Advance from Section 2.3, 2.4.5, 2.5, 2.6 or 2.7)		\$
Proportion of Advance attributed to 1st Installment (to be filled in by the Administrator)		%
1st INSTALLMENT OF PRODUCTION ADVANCE	=	\$

2.8.1 ADVANCE REQUESTED BY PRODUCER

2.8.2 ADVANCE ISSUED BY ADMINISTRATOR

\$	\$
----	----

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED “A” ONCE COMPLETED

2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

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

1. Important Terms

- 1.1. “AAFC” means Agriculture and Agri-Food Canada.
- 1.2. “Administrator” means Small Scale Food Processor Association
- 1.3. “Advance” means, for the purpose of this Application and Repayment Agreement, an Eligible Advance based on expected or actual production, as applicable, of an eligible Agricultural Product which is In Production per Subsections 1.14 of these Terms and Conditions or which is Storable per Subsection 1.24 of Terms and Conditions.
- 1.4. “Advance Rate on Non-storable Agricultural Product” means the rate of issuance applicable to Advances on Non-storable Agricultural Products issued prior to October 31, 2022.
- 1.5. “Advance Rate on Storable Agricultural Product” means the rate of issuance applicable to Advance on Storable Agricultural Products issued prior to October 31, 2022.
- 1.6. “AMPA” means *Agricultural Marketing Programs Act*.
- 1.7. “APP” means the Advance Payments Program.
- 1.8. “Application” means Section 1 and Subsections 2.0 to 2.8 of this Application and Repayment Agreement and, where applicable, Subsections 2.10 to 2.17 of this Application and Repayment Agreement and Subsections 2.18 to 2.19 of this Application and Repayment Agreement.
- 1.9. “BRM Program Coverage Report” means a report from the Agency responsible for the administration of the Eligible BRM Program used as security in case of default, attesting to the amount of Security available under the Eligible BRM Program and wherein the Producer demonstrates their participation in the Eligible BRM program.
- 1.10. “Eligible Advance” means the Advance the Producer is entitled to as stated in either Section 2.8, 2.17 or 2.19 of the Application, as applicable.
- 1.11. “Eligible BRM Program” means an eligible Business Risk Management program, as listed in the *AMPA* schedule or otherwise made eligible by regulation for which the Producer declares being a participant and that is used by the Producer as security on an Advance on an Agricultural Product.
- 1.12. “ESCAP” means the Enhanced Spring Credit Advance Program.
- 1.13. “Her Majesty” means Her Majesty the Queen in Right of Canada.
- 1.14. “In-Production” means the Agricultural Product listed in either Section 2.1 or 2.10 of the Application, as applicable, which is not yet produced.
- 1.15. “Minister” means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.16. “Non-storable Agricultural Product” means the Agricultural Product classified as Non-Storable under the program, and as listed in either Section 2.1 or 2.10 of the Application, as applicable.
- 1.17. “Post-Production” means the Agricultural Product listed in Section 2.19 of the Application, which has been produced and is in storage.
- 1.18. “Producer” means the individual or Corporation/Cooperative/Partnership identified in Part 1 of this Repayment Agreement.
- 1.19. “Production Period” means the period used for the purpose of the issuing and repayment of Advances for and Agricultural Product under this Repayment Agreement, which commences on November 1, 2021 and terminates on April 30, 2023).
- 1.20. “Program Year” means the period used to manage program limits as per Subsections 9(1) and 20(1) of the *AMPA* and, for the purpose of this Repayment Agreement, this period is 2022, which commences on November 1, 2021 and terminates on April 30, 2023.
- 1.21. “Repayment Agreement” means the completed Application and these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.22. “SCAP” means the Spring Credit Advance Program.
- 1.23. “Seeded Acreage Report” means a report from an Eligible BRM Program agency wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an Advance.
- 1.24. “Storable Agricultural Product” means the Agricultural Product classified as Storable under the program, and as listed in Sections 2.1, 2.10 or 2.19 of the Application, as applicable.
- 1.25. “Terms and Conditions” means the content of Section 2.9 of this Application and Repayment Agreement.

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

2. Issuance of the Advance

- 2.1. In cases where the Producer cannot identify, upon the execution of this Repayment Agreement by the Administrator, the amount of the Agricultural Product(s) currently in production, the Administrator shall make an installment of a percentage (no more than 60 percent) of the estimated Maximum Eligible Advance on the Agricultural Product(s) as specified in Section 2.8 of the Application and using the Advance Rate(s) on the Agricultural Product(s), upon the execution of this Repayment Agreement by the Administrator.
- 2.2. In cases where the Producer can identify, upon the execution of this Repayment Agreement by the Administrator, the amount of the Agricultural Product(s) currently in production, then the Administrator shall make an Advance of up to the entire (100 percent) estimated Maximum Eligible Advance on the Agricultural Product(s) as stated in Section 2.8 of the Application and using the Advance Rate(s) on the Agricultural Product(s), upon the execution of this Repayment Agreement by the Administrator.
- 2.3. In all instances, the Producer must provide a BRM Program Coverage Report demonstrating participation in the Eligible BRM Program(s) listed in Sections 2.3 to 2.7 of the Application, as applicable, and have sufficient security available related to the Agricultural Product(s) to justify the Advance in accordance with the amount stated in section 2.8 of the Application.
- 2.4. Before August 31, 2022aaaaau, Producers securing the Advance with Production Insurance shall provide a copy of a Seeded Acreage Report(s), confirming the actual acres planted or other current production, as applicable. For Producers using an Eligible BRM Program as security where a Seeded Acreage Report is not available, they must provide a signed declaration confirming the actual acres planted or other current production, as applicable, and consent to an inspection at the discretion of the Administrator.
- 2.5. Based on the information contained in the document required under Subsection 2.4 of these Terms and Conditions, the Administrator shall recalculate the Maximum Eligible Advance in accordance with Sections 2.10 to 2.17 of the Application, and may issue a second installment to the Producer equal to no more than the recalculated Maximum Eligible Advance less the installment referred to in Subsection 2.1 of these Terms and Conditions, and less any other Advance issued to the Producer for the same Agricultural Product(s) from any other Administrator. In cases where the Producer did not receive an Advance as stipulated under Section 2.1 of these Terms and Conditions and is compliant with Section 2.2 of these Terms and Conditions, the Administrator may issue to the Producer an Advance of up to the recalculated Maximum Eligible Advance less any other Advance issued to the Producer for the same Agricultural Product(s) from any other Administrator.
- 2.6. Should the documents required under Section 2.4 of these Terms and Conditions demonstrate that the acreage seeded or planted is not sufficient to justify the outstanding Advance issued to the Producer under Section 2.1 or, through no fault of the Producer, the coverage amount under the Eligible BRM Program or the value of the Agricultural Product(s) once produced, are not sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they are in overpayment and have **thirty (30) calendar days** to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by more than the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- 2.7. Where an Advance is issued on a Storable Agricultural Product(s) that is In Production at the time of the Advance, as stipulated under Sections 2.1 and/or 2.5 of these Terms and Conditions, and is outstanding under the APP, the Producer shall submit a Post-Production Report on or before August 31, 2022 confirming the actual production held in storage by the Producer, or otherwise be declared in default.
- 2.8. Should the Post-Production Report stipulated in Section 2.7 demonstrate that the Agricultural Product(s) in storage is not sufficient, through no fault of the Producer, to justify the Advance issued to the Producer when the Product was in Production, the Administrator shall notify the Producer that they are in overpayment and have **thirty (30) calendar days** to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- 2.9. Where applicable, the Administrator shall issue an Advance on a Storable Agricultural Product(s) in Post-Production calculated in accordance with Section 2.19 of the Application and using the Advance Rate(s) specific to that Storable Agricultural Product(s) - Post-Production. The Producer must have sufficient Agricultural Product in storage to cover the value of the Advance.
- 2.10. Any Advance on an eligible Non-storable or Storable Agricultural Product, or any instalment of such an Advance, shall be issued in accordance with the dates specified in Subsection 1.4 or 1.5 of these Terms and Conditions, as applicable.
- 2.11. In applying for an Advance, the Administrator will charge the Producer an **application fee** of \$675.00 plus GST of \$33.75.
- 2.12. The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

3. Repayment of the Advance

- 3.1. The Producer shall fully repay the amount of the Advance as specified in Section 2.8 of the Application, including accumulated interest and any fees or costs charged to the Producer, to the Administrator by the end of the Production Period in accordance with the following:
- 3.1.a. where an Agricultural Product(s), in respect of which the Advance is made, is **sold to a buyer** named by the Administrator, by authorizing each buyer to withhold from such proceeds an amount in respect of each sold unit of Agricultural Product(s) and at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.1 of the Application), and to remit to the Administrator such amounts withheld until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid; or
 - 3.1.b. where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **thirty (30) calendar days** of receipt of payment an amount at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.1 of the Application) until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. Each repayment should be supported by proof of sale;
 - 3.1.c. where the Producer has assigned or otherwise agreed to transfer, payments from an Eligible BRM Program listed in Sections 2.3 to 2.7 of the Application, as applicable, the Producer agrees that that these payments will be applied by the Administrator, within **five (5) calendar days** of receipt, until the amount of the outstanding Advance and the interest payable by the Producer is repaid. The Administrator will reimburse any amount received from the Eligible BRM Program in excess of the outstanding Advance to the Producer within **seven (7) calendar days** of receipt.
- 3.2. Where Agricultural Product(s) in respect of which an Advance was made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than **twenty-one (21) calendar days** after the **end of the applicable Production Period**. A repayment schedule may be used on lieu of the requirement for the Producer to provide proof of sale, especially where the Agricultural Product(s) is Non-Storable.
- 3.3. In addition to the mandatory payments under Paragraphs 3.1.a, or 3.1.b, above, the Producer may choose to reimburse the Advance:
- 3.3.a. by making a repayment(s) without proof of sale prior to or on the last day of the Production Period of up to the greater of \$10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer chooses to repay an amount in excess of such amounts without proof of sale for the Agricultural Product(s), the Producer will be charged an interest penalty at the rate outlined in Paragraph 6.1.c of these Terms and Conditions, on the excess amount from the day the Advance was issued to the day the repayment was made. The Producer shall have **thirty (30) calendar days** to pay the interest penalty or be declared in default;
 - 3.3.b. by paying directly to the Administrator any amount received by the Producer under an Eligible BRM Program; or
 - 3.3.c. by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale;
 - 3.3.d. notwithstanding Paragraph 3.2.a of these Terms and Conditions, by making a repayment without providing proof of sale if the Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of the repayment. As such, third-party verification will need to be provided or an inspection conducted, and may be at the expense of the Producer, including the Administrator's **inspection fee** of \$175.00; or
 - 3.3.e. notwithstanding Paragraph 3.3.a of these Terms and Conditions, by making a repayment without providing proof of sale for Advance(s) taken on the Agricultural Product(s) listed in the attached schedule from the beginning of the Production Period until January 1, 2023 or until the end of the Production Period, whichever is earlier, provided that the Producer is able to confirm the units in production to the satisfaction of the Administrator.
- 3.4. In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s), or part of the Agricultural Product(s) to a buyer(s) in the manner described in Paragraph 3.1.a of these Terms and Conditions, the Producer shall:
- 3.4.a. indicate in writing to the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling the said product(s) to such buyer(s);
 - 3.4.b. notify the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and
 - 3.4.c. remain liable to the Administrator for repayment of any part of the Advance where said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED “A” ONCE COMPLETED

2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

- 3.5 The Producer agrees that the full amount of repayments received by the Administrator will be applied first to the portion of the Advance on which the Minister pays the interest (interest-free) until it is repaid, before being applied to any other amount owing under this Repayment Agreement.
- 3.6 If a Producer that is an individual (sole proprietor) dies or is declared legally incapable of making decisions, no interest penalty will be applied for failing to provide proof of sale or documentation of disposal.

4. Security Interests

- 4.1 The Producer hereby grants a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure repayment of the debt owing to the Administrator arising from this Repayment Agreement. The Producer declares that the Administrator's security interest in the Agricultural Product(s) shall rank prior to the interest of any other secured creditor. The Producer confirms that signed priority agreements have been obtained from all secured creditors who have or may be entitled to a security interest in the Agricultural Product ranking ahead of the Administrator, including those listed in Section 1.7 of the Application or otherwise identified through lien search. The Producer agrees that upon default, the Administrator has the right to seize the Producer's Agricultural Product(s), and any Agricultural Product(s) produced in a subsequent Production Period, wherever situated, sell the Agricultural Product(s) as it sees fit, and apply the sales proceeds to reduce the Producer's debt owing to the Administrator arising from this Repayment Agreement, including interest and any legal default management costs, until fully repaid.

- 4.2 To further secure the Advance, the Producer hereby irrevocably assigns:

- 4.2.1 for all Eligible BRM Programs listed in Section 2.3 to 2.7 of the Application, as applicable, with the exception of AgriStability and ASRA, their current year payments under the Eligible BRM Program(s) to the Administrator to secure repayment of the debt owing by the Producer to the Administrator arising from this Repayment Agreement; or
- 4.2.2 where the Eligible BRM Program(s) listed in Section 2.3 to 2.7 of the Application, as applicable, are AgriStability and/or ASRA, their current year, and any future year, payments under the Eligible BRM Program(s) to the Administrator to secure repayment of the debt owing by the Producer to the Administrator arising from this Repayment Agreement.

The Producer agrees that these BRM Program payments will be paid automatically to the Administrator until the debt owing by the Producer to the Administrator arising from this Repayment Agreement is repaid in full. The Producer declares that the assignment of these BRM Program payments to the Administrator takes priority over any other security interest. The Producer confirms that all necessary signed priority agreements with any secured creditor have been obtained such that the Administrator's security interest in these BRM Program payments shall rank in priority to any other interests. The Producer agrees and understands that the Administrator may register financing statement(s) on these BRM Program payments at such provincial Property Security registries as the Administrator determines advisable. The Producer hereby waives all rights to receive from the Administrator a copy of any financing statement or confirmation statement issued at any time respecting the Administrator's security interest in these BRM Program payments.

- 4.3 Through no fault of the Producer, should the quantity of the Agricultural Product(s) used to secure the Advance not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have **thirty (30) calendar days** to either repay the part of the outstanding amount of the Advance that exceeds the reduced coverage or make application for an advance on another Agricultural Product(s) and have the proceeds of the advance amount applied to the deficit. Failing this, the Producer will be declared in default.
- 4.4 Should the quantity of the Agricultural Product(s) used to secure the Advance be reduced, through an act of the Producer, and not be sufficient to justify the outstanding Advance, the Producer will be immediately declared in default.
- 4.5 Where a Reseeding Benefit is available and the Producer suffers a loss prior to the associated reseeding deadline, the Producer agrees to reseed in order to ensure that they continue to qualify for a full crop insurance indemnity should additional losses be experienced. Otherwise the Producer will be considered in an overpayment situation on the unsecured amount and will have **thirty (30) calendar days** from the reseeding deadline to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- 4.6 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.

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

4.7 With the exception of addressing an overpayment as per Section 4.3, the Agricultural Product(s) used to secure an advance cannot be changed following receipt by the Administrator of the BRM Program Coverage Report, or of other means of confirmation of Production Units, and, per Sections 2.1 and 2.5 of these Terms and Conditions, payment to the Producer of either the second installment or 100 percent of the Maximum Eligible Advance.

5. Default

- 5.1. The Administrator shall declare a Producer in default and immediately inform the Producer of the same, if the Producer:
- 5.1.a. provides false or misleading information to the Administrator for the purpose of obtaining a guaranteed Advance, or evading compliance with an undertaking to repay amounts owing;
 - 5.1.b. is, in the Administrator's opinion, at fault for causing or contributing to a decrease in the value of the security taken by the Administrator on the Advance(s) taken under this Repayment Agreement, and, as a result, in the opinion of the Administrator, the value of the security is less than the amount outstanding on the Advance(s);
 - 5.1.c. has not met all of the obligations under the Repayment Agreement within **twenty one (21) 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;
 - 5.1.d. has not met all their obligations under the Repayment Agreement at the end of the Production Period for which the Advance was made;
 - 5.1.e. has recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*, is subject to a receiving order under that Act, or is bankrupt, or is seeking protection under any other insolvency or bankruptcy related statute and has not met their obligations under the Repayment Agreement; or
 - 5.1.f. at any time breaches irremediably any substantial obligation under the Repayment Agreement or under a Stay of Default.
- 5.2. Upon default, the Producer is liable to the Administrator for:
- 5.2.a. the outstanding amount of the guaranteed Advance;
 - 5.2.b. the interest specified and at the rates specified in Subsection 6.2 of these Terms and Conditions on the outstanding amount of the Advance, calculated from the date the Advance was issued until the Advance is repaid;
 - 5.2.c. the costs incurred by the Administrator to recover the outstanding amount and interest, including legal costs approved by the Minister, which may be recovered from the Producer in the form of a **default management fee of \$175.00**. Where applicable, the default management fee is due to the Administrator no later than **30 calendar days** following the date the Producer is notified of the fee.
- 5.3 The Producer agrees that upon default, based on the assignment set out in Section 2.3 to 2.7 of the Application and Subsection 4.2. of the Terms and Conditions, the Administrator has the right to use the amounts payable to the Producer under the Eligible BRM Program for the repayment of the amount of the Advance plus interest costs provided for in this Repayment Agreement. Such assignments will be registered at the time of the Advance.
- 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 as set out in Subsection 5.2 of these Terms and Conditions, as well as the costs incurred by the Minister to recover these amounts, including legal costs.
- 5.5. For the purpose of this Repayment Agreement, the following ineligibility period requirements of will be applied by the Administrator:
- 5.5.a. **No ineligibility period** where the defaulted Advance is repaid within six (6) months of being declared in default;
 - 5.5.b. An ineligibility period of **one (1) year from the date of full repayment** where the defaulted Advance is repaid beyond six (6) months of being declared in default;
 - 5.5.c. An ineligibility period of **two (2) years from the date of full repayment** where the Producer has defaulted twice within the last three (3) years that the Producer has participated in the program;
 - 5.5.d. An ineligibility period of **three (3) years from the date of full repayment** to AAFC where the defaulted file has been paid under the guarantee by the Minister;
 - 5.5.e. An ineligibility period of **six (6) years from the date of recovery** of the debt in accordance with the terms a compromise settlement;
 - 5.5.f. An ineligibility period of **three (3) years from the date of full repayment** where the Minister has had to write off the Producer's debt under the program; or
 - 5.5.g. An ineligibility period of **seven (7) years from the date of discharge** where the Producer has declared bankruptcy under the *Bankruptcy and Insolvency Act*, or under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act*.

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

5.6. Pursuant to Section 23(4) of the AMPA, the Producer agrees that if they reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of **six (6) years** from the day on which the Minister is subrogated as per section 5 of the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.

6. Interest Rate

- 6.1. The interest payable by the Producer during the Program Year while in compliance with the AMPA and this Repayment Agreement will be:
- 6.1.a. Zero percent (0%) on the amount designated as interest-free;
 - 6.1.b. Zero percent plus one half on the amount designated as interest-bearing. If the interest rate negotiated with the Vancity [Lender Name] is different than what is charged to the Producer by the SSFPA, the difference should be used to cover the costs of administering the APP;
 - 6.1.c. Prime +1 percent in penalty interest in the event the Producer chooses to repay an amount in excess of the limit outlined in Paragraph 3.3.a. of these Terms and Conditions without providing proof of sale. The penalty interest will be applied to the amount in excess of the limit from the date the Advance was issued to the day the repayment was made and shall be paid by the Producer to the Administrator no later than **twenty-one (21) calendar days** of the end of the Production Period; and
 - 6.1.d. Prime plus one half percent in penalty interest in the event that the Producer, with respect to the requirements in Section 3.1.b., is late making a repayment. The penalty interest will be applied to the amount that was repaid late over the number of days it was late. The penalty shall be paid by the Producer to the Administrator no later than **twenty-one (21) calendar days** from the end of the Production Period.
- 6.2. In the event that the Producer is declared in default, the interest payable by the Producer will be:
- 6.2.a. the Vancity [Lender Name] Prime Rate plus one percent (Prime +1%) on the amount of the outstanding balance from the date the Advance was issued to the date the Producer was declared in default; and
 - 6.2.b. Prime plus one percent 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.
- 6.3. In the event where the Producer is declared in default, the Minister makes payment under the guarantee and the Minister is subrogated the rights of the Administrator, the prime rate referenced in Paragraph 6.2.b will change from the prime rate of the Administrator's Lender to the average aggregated prime rate ("Prime business" rate) as published in the Daily Digest on the website of the Bank of Canada.
- 6.4. The Government of Canada will cease to pay the interest on the interest-free amount referred to in Section 6.1.a.:
- 6.4.a. The day the Producer repays the advance;
 - 6.4.b. The day the Producer defaults on the advance; or
 - 6.4.c. The end of the Production Period.

7. General Provisions

- 7.1. 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 being declared in default if the Advance has been issued.
- 7.2. The Producer is aware that a recalculation of the Advance may occur based on changes to market prices and that it could result in an overpayment with either a repayment or application of a new advance against the overpayment amount being required within **thirty (30) calendar days**.
- 7.3. The Advance under this Repayment Agreement is deemed to have been granted on that portion of the Producer's Agricultural Product(s) first sold. The Producer shall not dispose of any other part of this Agricultural Product(s), in any manner, before disposing of that portion of the Agricultural Product(s) for which the Advance was received. This means that a repayment must be made by the Producer with the first sale of the Agricultural Product(s).
- 7.4. This Repayment Agreement shall commence upon approval and execution of this Repayment Agreement by the Administrator, and shall terminate upon repayment of all amounts provided for in this Repayment Agreement.
- 7.5. The Administrator or its authorized agent has the right to perform credit checks on the Producer and inspect the Agricultural Product at any time while the Producer has advances outstanding under the program.
- 7.6. The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product(s). If the Agricultural Product(s) or a portion of the Agricultural Product(s) for which an Advance was made ceases to be in

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED “A” ONCE COMPLETED

2.9 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

- marketable condition, the Producer shall be subject to the actions set out in Sections 4.3. or 4.4. of the Terms and Conditions depending on if the loss, destruction or damage was the Producer's fault or not.
- 7.7. The Producer shall respect the terms of the Eligible BRM Program(s) used as security and shall ensure the assignment of any payments from the Eligible BRM Program(s) to the Administrator up to the extent of the outstanding Advance, interest and costs/fee. The Producer must notify the Administrator within **seven (7) calendar days** if further requests for an assignment of the Eligible BRM Program proceeds are made, granted or registered.
- 7.8. This Repayment Agreement shall be interpreted in accordance with the laws of the province of British Columbia, Canada.
- 7.9. The Producer shall have multi-peril insurance coverage on their farming operation, which includes the entire Agricultural Product(s) for which the Advance was made, where the Agricultural Product(s) is stored on the premises. This coverage must be sufficient to cover the full extent of the Advance until the Producer's liability is repaid. If the Agricultural Product(s) is stored off-farm at a commercial storage facility, the Producer must ensure that the commercial storage facility has such insurance.
- 7.10. Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neutral whenever the context and/or the parties hereto require.
- 7.11. 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.
- 7.12. This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon personal representatives to execute any instruments which may be necessary or proper to carry out the purpose and intent of this Repayment Agreement.
- 7.13. Where the Administrator determines that the Producer is insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the *Bankruptcy and Insolvency Act* or is seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*, the Producer's application must be rejected.
- 7.14. No amendment to this Repayment 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:
- 7.14.a. the value of the Agricultural Product(s) produced has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product(s) to the Producer's animals than to sell it; or
- 7.14.b. the cost of feed has increased to the point where it is more beneficial to feed the Agricultural Product(s) to the Producer's animals than to purchase feed.
- 7.15. Unless authorised by the Minister, any amendment to the Repayment Agreement as per Subsection 7.14 of these Terms and Conditions will not be retroactive and will come into force on the day that the amendment is signed. 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.
- 7.16. All parties herein agree that should there be any discrepancies between this Repayment Agreement and the *AMPA* and its regulations, the *AMPA* and its regulations will supersede this Repayment Agreement.
- 7.17. The Producer agrees that AAFC on behalf of the Minister may contact them for the purpose of evaluating the program.
- 7.18. If the Producer misrepresents information and/or fails to provide information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, all benefits under the APP may be forfeited, and the Producer may be subject an APP ineligibility period of **five (5) years**, or a period agreed to by the Administrator and the Minister, exclusion from the APP and/or other Agriculture and Agri-Food Canada programs, and prosecution.
- 7.19. An appeal process is in place for cases where the Application is rejected. The appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application. The appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) it is determined that they are eligible to receive under the program.
- 7.20. Where the Administrator has submitted the Producer's file to AAFC for payment by the Minister under the guarantee and where AAFC has recovered the outstanding debt from the Producer in full or in part through a compromise settlement, and where there are still Default Management Fees owing to the Administrator by the Producer, the Administrator reserves the right to continue to pursue the repayment of these Default Management Fees from the Producer.

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

**2.0 APPLICATION: ADVANCE INFO & TERMS AND CONDITIONS - IN-PRODUCTION PRODUCTS
(SECOND (2ND) INSTALLMENT)**

Producer Name:	APP ID:
-----------------------	----------------

INSTRUCTIONS

- ✓ **Use this application for the SECOND INSTALLMENT of advances on Agricultural Products that are In Production other than Livestock using AgriInsurance, AgriStability, ASRA, and/or Global Ag Risk Solutions as security.**

Advances in Installments

- ✓ If the advances is required to be given in two or more installments, use this application (Section 2.10 to 2.17 of the Application) for the **second installment** when submitting the Seeded Acreage Report(s) (or any document providing the information on anticipated final production). The application above (Sections 2.0 to 2.8 of the Application) was for the first installment.
- ✓ For Storable Agricultural Products, once the Agricultural Product(s) is in storage, the Producer must complete the **Post-Production Report form** below (Sections 2.18 and 2.19) and return it to the Administrator by _____.

Security

- ✓ If, to secure the Advance, the Producer chooses to use:
 - only Production Insurance (PI), only Sections 2.10 to 2.12 and 2.17 of this Application need to be completed; or
 - only AgriStability, only Sections 2.10, 2.11, 2.13 and 2.17 of this Application need to be completed; or
 - only l'Assurance stabilisation des revenus agricoles (ASRA), only Sections 2.10, 2.11, 2.14 and 2.17 of this Application need to be completed; or
 - only Global Ag Risk Solutions, only Section 2.10, 2.11, 2.16 and 2.17 of this Application need to be completed.
- ✓ If the producer chooses to use more than one program to secure the Advance, Sections 2.10 and 2.11 and the Sections that pertain to the relevant Eligible BRM Programs (2.12 to 2.13), as well as sections 2.15, 2.16 and 2.17 of this form need to be completed.
- ✓ The Producer must first use their PI coverage to guarantee an Advance before using their AgriStability coverage or coverage from another program.
- ✓ Concerning PI, under Section 2.12, the Producer must indicate the insured value for each Agricultural Product or for the basket of Agricultural Products insured. This value compared with the calculation of the Advance based on the anticipated production, will determine the maximum Eligible Advance amount.

General

- ✓ Complete Section 2.10 using the Advance Rates in effect at the time of the Seeded Acreage Report in order to confirm that the value of the Agricultural Product in storage is sufficient to cover the value of the outstanding Advance.
- ✓ The Producer must not have more than **one million dollars (\$1,000,000)** in outstanding Advances, including as a result of the overlap between Program Years and amounts issued to Related Producers.
- ✓ The interest-free Advances are limited to the first **one hundred thousand dollars (\$100,000)** issued per Program Year and will be limited by other interest-free amounts issued to the Producer and/or other Related Producers.
- ✓ Advance amounts issued above the first **one hundred thousand dollars (\$100,000)** issued in a Program Year shall be interest-bearing.

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act (PIPEDA)* or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivée.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program, PPU 140. (2022)*.

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

CALCULATION OF MAXIMUM - AGRINSURANCE

**2.10
AGRICULTURAL
PRODUCT
INFORMATION**

**2.11 ELIGIBLE ADVANCE
BASED ON ANTICIPATED
PRODUCTION**

2.12 ELIGIBLE ADVANCE BASED ON PRODUCTION INSURANCE

Agricultural Product	Advance Rate per Unit (a)	Anticipated Production		Advance based on the Anticipated Production per Product (a x b) (A)	PI Contract No.		(C) Maximum Eligible Advance per Product (lesser of A or B)
		Quantity (b)	Unit of Measure		Insured Value		
PI Coverage per Product (single coverage including only one product)							
	\$			\$			\$
	\$			\$			\$
	\$			\$			\$
Sub-total				A1	\$	B1	\$
				C1	Total of (C) for all Products		
PI Coverage per Basket of Crops (single coverage including more than one product)							
	\$			\$			Maximum Eligible Advance for all of those Products (lesser of A2 or B2)
	\$			\$			
	\$			\$			
Sub-total				A2	\$	B2	\$
				C2			
Total				A	(A1 + A2) \$	B	(B1 + B2) \$
Maximum Eligible Advance through PI (total of C1 + C2)						D	\$

2.13 CALCULATION OF MAXIMUM - AGRISTABILITY

INSTRUCTIONS

AgriStability ID:

- ✓ If the AgriStability Administrator has provided the Producer's:
- Final Reference Margin with Allowable Expenses go to Section 2.13.1, then to Section 2.13.3 of the Application; or
 - Only the Enrolment Notice go to Section 2.13.2 to calculate the Reference Margin and Allowable Expenses, then to Section 2.13.3 of the Application.
 - For Olympic Average calculations, remove the highest and lowest Program Year Margins prior to averaging the Program Year Margins for the remaining three years. Remove the Allowable Expenses for the corresponding highest and lowest Program Year Margin years and average the Allowable Expenses for the remaining three years.
 - If the Producer does not have five years of Program Year Margins and Allowable Expenses, calculate the averages based on the information for the years provided.
 - Where the Producer ends up with a negative AgriStability Reference Margin, go to Section 2.13.4.
 - If the Producer has received any interim payments for the AgriStability Program Year or anticipated ASRA payments, they must be deducted from the coverage available under the program in Section 2.13.5.

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivée.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program, PPU 140. (2022)*.

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**
**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

2.13.1 Producer's Reference Margin — if Provided by the AgriStability Administrator

AgriStability Reference Margin (if not known enter \$0.00)	E	\$
AgriStability Allowable Expenses	F	\$

2.13.2 Calculations when Estimating AgriStability Coverage from the Producer's Enrolment Notice

AgriStability Reference Margin and Allowable Expenses Calculation	Calculate using the Olympic Average (exclude the High and Low PYM and corresponding AE years)			Average (\$)	
Program Year Margin (PYM)	\$	\$	\$	E	\$
Allowable Expenses (AE)	\$	\$	\$	F	\$

2.13.3 Use this calculation if the Reference Margin (E) is Positive (greater than 0)

Estimate AgriStability Positive Margin Coverage	E x 49%	G	\$
Estimate AgriStability Negative Margin Coverage	F x 70%	H	\$
Total Estimate AgriStability Coverage	G + H	I	\$
AgriStability Coverage Limit Used to Calculate the APP Advance	(greater of E or I)	J	\$

2.13.4 Use this calculation if the Reference Margin (E) is Negative (less than 0)

Calculated Producer's Negative Margin Coverage	E + F	K	\$
AgriStability Coverage Limit Used to Calculate the APP Advance	K x 70%	J	\$

2.13.5 Reference Margin Adjustments

AgriStability Interim Payments Received To-Date (if none enter \$0.00)	L	\$
Anticipated ASRA Payments During the Program Year (Quebec Only) (if none enter \$0.00)	M	\$
Maximum AgriStability Security Available to Secure an APP Advance J – L – M	N	\$
Maximum Eligible APP Advance (lesser of J or N)	P	\$

2.14 CALCULATION OF MAXIMUM - L'ASSURANCE STABILISATION DES REVENUS AGRICOLES (ASRA) – QUÉBEC ONLY

ASRA PIN	Stabilized income	X	100 %	X	Quantity	Units of measure	-	ASRA Payments received to-date	=	Maximum ASRA Security Available	
If the Producer participates in ASRA and AgriStability	\$							\$	Q	\$	
If the Producer participates in ASRA ONLY	\$		60 %					\$	R	\$	
Maximum security available through ASRA (P or Q depending on participation of the producer in AgriStability)										S	\$
Maximum Eligible Advance (lesser of A or S)										T	\$

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program, PPU 140*. (2022).

**PART 2C: ADVANCE INFO & TERMS AND CONDITIONS -
IN-PRODUCTION PRODUCTS**

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

2.15 CALCULATION OF MAXIMUM - USING 2 PROGRAMS TO SECURE THE ADVANCE

Maximum security available through PI and AgriStability (B+P)	U	\$
Maximum security available through PI and ASRA – Québec only (B+T)	V	\$
Maximum security available through AgriStability and ASRA – Québec only (P+T)	W	\$
Maximum Eligible Advance is the lesser of A or of (U, V, or W)	X	\$

2.16 CALCULATION OF MAXIMUM - GLOBAL AG RISK SOLUTIONS (GARS) COST PRODUCTION INSURANCE

GARS Contract No.		Policy Effective Date		Policy Expiry Date	
Enter Value of GARS Insurance Contract				Y	
Maximum Eligible Advance Issued (lesser of A or Y)				Z	

2.17 MAXIMUM ELIGIBLE ADVANCE

- ✓ Should the actual Seeded Acreage Report or the production stated in Section 2.10 above demonstrate that the acreage seeded was not sufficient to justify the intended Advance under the first (1st) installment issued to the Producer, the Administrator shall, where the **overpayment** is more than ten thousand dollars (\$10,000) or ten percent (10%) of the issued value of the Advance (whichever is greater), notify the Producer that they have **thirty (30) calendar days** to repay the difference between the first (1st) installment and the Eligible Advance or, if eligible, make application for an Advance on another eligible Agricultural Product and it applied to the deficit. Failing this, the Producer will be declared in default.
- ✓ This installment shall be equal to **no more than** the recalculated Eligible Advance, less the first (1st) installment and less any other Advances issued to the Producer for the same Agricultural Product(s) from any other Administrator(s).

Enter Maximum Eligible Advance		
1 st INSTALLMENT ISSUED UNDER THIS REPAYMENT AGREEMENT	-	
Total of Advances issued by other Administrator(s) (if applicable)	-	
2 nd INSTALLMENT OF PRODUCTION ADVANCE	=	

**2.17.1 ADVANCE REQUESTED BY PRODUCER – SECOND (2ND)
INSTALLMENT**

\$

I declare that I have completed and signed an Advance Payments Program Application and Repayment Agreement.
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, as stated above. I agree to comply with all of the terms and conditions included in this Application and Repayment Agreement.

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

**2.17.2 ADVANCE ISSUED BY ADMINISTRATOR – SECOND (2ND)
INSTALLMENT**

\$

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

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

PART 2C: ADVANC

IN-PRODUCTION PRODUCTS

SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT

PROTECTED "A" ONCE COMPLETED

2.0 APPLICATION: ADVANCE INFO & TERMS AND CONDITIONS - POST-PRODUCTION (FROM IN-PRODUCTION)

Producer Name:	APP ID:
----------------	---------

INSTRUCTIONS

✓ **Use this application as the Post-Production Form for advances on Storable Agricultural Products other than Livestock that have been harvested and are in storage.**

Post Production Report

- ✓ A Post-Production Report must be completed by October 31, 2023 for any Producer who has an outstanding In Production Advance under the APP.
- ✓ This must be completed whether or not the Producer is requesting a Post-Production Advance. An inspection of the Producer's Agricultural Product(s) shall be performed by the Administrator to ensure that there is sufficient Agricultural Product(s) in storage to secure any outstanding Advance amounts.

Multi-Peril Insurance

- ✓ The Producer must confirm that they have multi-peril insurance on their farming operation which includes coverage for the entirety of the Agricultural Product(s) they have in storage.
- ✓ Where the Agricultural Product(s) is stored off-farm at commercial storage facility, the Producer must confirm that the commercial storage company has such insurance.
- ✓ This insurance coverage must be in effect until the Advance taken under this Repayment Agreement is fully repaid.
- ✓ At a minimum, confirmation may be obtained through signing of the declaration.

General

- ✓ Complete Section 2.19 using the Advance Rates in effect at the time of the Post-Production Report in order to confirm that the value of the Agricultural Product(s) in storage is sufficient to cover the value of the outstanding Advance.
- ✓ The Producer must not have more than **one million dollars (\$1,000,000)** in outstanding Advances, including as a result of the overlap between Program Years and amounts issued to Related Producers.
- ✓ The interest-free Advances are limited to the first **one hundred thousand dollars (\$100,000)** issued per Program Year and will be limited by other interest-free amounts issued to the Producer and/or other Related Producers.
- ✓ Advance amounts issued above the first **one hundred thousand dollars (\$100,000)** issued in a Program Year shall be interest-bearing.

2.18 AGRICULTURAL PRODUCT LOCATION

✓ Insert Agricultural Product location such as address or legal description of the land. Please attach additional sheets if necessary.

2.19 ELIGIBLE ADVANCE BASED ON AGRICULTURAL PRODUCT INVENTORY

Agricultural Product	Quantity of Agricultural Product in Storage	Unit of Measure		Advance Rate at time of Post-Production	=	Total	
			X	\$		\$	
				\$		\$	
				\$		\$	
				\$		\$	
Maximum Eligible Advance (\$)						A	\$
Total amount of Production Advance Issued (1st and 2nd installments)						B	\$

2.19.1 REQUEST FOR POST PRODUCTION INSTALLMENT

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program*, PPU 140. (2022).

PART 2C: ADVANCE

IN-PRODUCTION PRODUCTS

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

- ✓ If "A" is less than "B" and the difference is equal to or higher than \$10,000 or 10% of B (whichever is greater), the Producer is in an **overpayment** situation and has **thirty (30) calendar days** to repay the difference or, if eligible, make an application for an Advance on another eligible Agricultural Product and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- ✓ If "A" is greater than "B" then the Producer may request an additional Advance up to the Maximum Eligible Advance by checking the appropriate box below.

I do not wish to receive an additional Advance.

I wish to receive an additional Advance of \$ _____.

I have completed, signed and attached a new Priority Agreement for the amount indicated above.

This request is based on the Agricultural Product I have in inventory and I will keep the Agricultural Product adequately stored to ensure it remains in marketable condition until disposed of in accordance with the Terms and Conditions of the Repayment Agreement I have entered into under the APP.

I declare that I have multi-peril insurance on my farming operation which provides coverage for the entirety of the Agricultural Product(s) I have in storage, or, where the Agricultural Product is stored off-farm at commercial storage facility, that I have confirmed that the commercial storage company has such insurance, and that this insurance coverage will be in effect until the Advance taken under this Repayment Agreement is fully repaid.

I declare having completed and signed an Advance Payments Program Application and Repayment Agreement.

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, as stated above.

I agree to comply with all of the terms and conditions included in this Application form and Repayment Agreement.

Signature of the Producer

Date(YYYY-MM-DD)

2.19.2 POST PRODUCTION INSTALLMENT ISSUED BY ADMINISTRATOR

\$ _____

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

Signature of the Administrator

Date(YYYY-MM-DD)