

# 2023/24 ADVANCE PAYMENTS PROGRAM APPLICATION AND REPAYMENT AGREEMENT

## WESTERN CANADA – BC, AB, SK, MB

**AT CCGA, WE'VE BEEN HELPING FARMERS SUCCEED WITH THEIR  
CASH ADVANCE NEEDS FOR MORE THAN 35 YEARS.**

- Knowledgeable staff can start your application over the phone in minutes. Call us at 1-866-745-2256
- No administration fees
- More than 50 eligible commodities
- Ability to repay when delivering to an authorized grain buyer
- View your account online 24/7

Cash advances are issued starting April 1, 2023. Farmers can apply at any time of year.



The Advance Payments Program is a federal loan program administered by Canadian Canola Growers Association. It offers Canadian farmers marketing flexibility through interest-free and low-interest cash advances.



Agriculture and  
Agri-Food Canada

**Advance Payments  
Program**

Agriculture et  
Agroalimentaire Canada

**Programme de  
paiements anticipés**

 Please read before completing this application**\$350,000 INTEREST-FREE in 2023**

AMPA Regulations were amended on May 8, 2023, to increase the interest-free benefit for all 2023 advances from \$250,000 to \$350,000. Refer to the Terms & Conditions, updated section 8.0 Temporary Increase to Interest-Free Benefit on page 35

**Advance Limits**

Producers can qualify for up to a maximum of \$1,000,000. The first \$350,000 is interest-free for any eligible commodities. The interest-free provision and maximum advance is cumulative over all APP administrators.

The maximum cumulative advance that can be issued to an applicant, including current outstanding advances (2022 and 2023) and eligible advances for 2023, can at no time exceed \$1,000,000.

**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. Producers applying with CCGA for the first time must include current, government-issued photo identification. Producers must own the agricultural product being applied for on the advance.

For cattle advances, the applicant must own the cow and its calf being applied for on the advance. To be eligible for a livestock advance, the stock must already be at foot.

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)*. If you or any related producer has an outstanding default on a previous or current advance with any Advance Payments Program (APP) administrator, you will be ineligible for an advance under *AMPA*.

As Administrator, CCGA reserves the right to refuse any applicant.

**Funds Issued to Producers**

Producers applying for a pre-harvest winter cereal advance or an Intended Seeding or Intended Honey Advance are eligible to receive 60% of their requested advance upon approval of their application. The remaining 40% will be issued when CCGA receives the producer's Spring Report/Actual Seeded Advance Report and for crops, a confirmed Seeded Acreage Report/Statement of Crop Insurance and Invoice. All recipients of a pre-harvest winter cereals advance or an Intended Seeding Advance must submit this report by July 31, 2023, otherwise the advance becomes due immediately.

Producers applying for a Spring Advance on crops or honey must submit a Post-Harvest/Fall Advance Report or have their account repaid in full by December 31, 2023.

CCGA issues funds to an account holder by electronic funds transfer (EFT).

**Communication from CCGA**

In compliance with Canada's anti-spam legislation, CCGA may use contact information provided by cash advance customers (such as email address and telephone numbers) to share relevant information about the APP, specific issues related to a customer's advance, or other information related to policy and advocacy work that CCGA undertakes on behalf of farmers.

Customers can opt out of such communications by using the opt-out provisions included with the specific message or as outlined in clause 42 on page 37 of this application. Opting out may result in customers no longer receiving important notifications about their cash advance, such as important deadlines or program changes. In some circumstances, CCGA may still send electronic communications where customer consent is not required, as it pertains to the maintenance of a customer's advance.



## Repayment

Advances must be repaid as agricultural products are sold during the program year, within 30 days of receipt of payment (date that cheque/payment is issued). Read more in Terms & Conditions, Section 3.0 Repayment of the Advance. Proof of Sale documentation is required for all cattle sales; it is also required for field crops and honey repayments on or after February 1 of the program year - see chart below.

The total of advance funds issued, plus applicable interest, constitutes the amount required to be repaid to CCGA. Repayments for all advance accounts are applied in this order:

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".

### REPAYMENTS OVERVIEW

	Field Crops & Honey	Livestock	Continuous Flow Livestock
<b>Production Period</b>	Apr. 1, 2023 to Sept. 30, 2024 Oct. 1, 2022 to Sept. 30, 2024 (Winter Cereals)	Apr. 1, 2023 to Sept 30, 2024 - hogs, goats, sheep, lambs Apr. 1, 2023 to Mar. 31, 2025 - cattle & bison	Apr. 1, 2023 to Sept. 30, 2024 (hogs) Apr. 1, 2023 to Mar. 31, 2025 (cattle)
<b>Program Year End</b>	Sept. 30, 2024	Sept. 30, 2024 - hogs, goats, sheep, lambs Mar. 31, 2025 - cattle & bison	
<b>Program Year Ends/ Full Repayment Required By</b>	Producers are required to repay their advance as they sell the commodities listed on their advance, within 30 calendar days from the date on which the producer receives payment for their agricultural product. Repayments submitted after 30 days 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.		Continuous flow producers are required to repay in full 12 months after the issue date or by the end of the production period, whichever is earlier.
<b>Proof of Sale</b>	Proof of sale documentation for repayments made directly by a producer to CCGA must be provided by the end of the production period. Proof of sale documentation is required in all circumstances, except as noted below for crops and honey.  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 CIBC Prime rate less 0.50%.  Refer to Section 3.0 of the Terms and Conditions for further details.		
	For advances on crops and honey, proof of sale documentation is not required for repayments made from the beginning of the production period to January 31, 2024.		

## Authorized Buyer for Grain

The current list of CCGA's Authorized Buyers (applicable to grain only) is available at [www.ccg.ca](http://www.ccg.ca). These grain Buyers have agreed, upon request from a producer, to remit deductions within 30 calendar days to CCGA for repayment toward an outstanding advance account. The Buyer will require the following account information: name, mailing address, and APP ID Number.

## Interest Charges

Interest-bearing advances are subject to interest at the CIBC Prime Rate less 0.75% (calculated daily and compounded monthly), 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 CIBC Prime Rate less 0.50%.



## Security

A grain producer must have valid 2023 crop insurance coverage or be enrolled in 2023 AgriStability to be eligible for a pre-harvest advance. Post-harvest advances are secured by the crop in storage. For farmers using SCIC or GARS who have completed an Assignment of Indemnity, CCGA can collect additional required documents directly from your insurance provider.

Honey producers must have valid 2023 honey insurance coverage (AFSC or SCIC) or be enrolled in 2023 AgriStability to be eligible for an advance. Livestock producers must be enrolled in 2023 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.

Product loss that is covered by BRM security will result in payments being made to CCGA until the advance is repaid in full. 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 CCGA at 1-866-745-2256 to determine security eligibility.

## Priority Agreements

A Priority Agreement with a Secured Creditor must be completed by your farm business financial institution(s). A separate Priority Agreement must be completed for **each** secured creditor that has, or could have, a security interest in or lien on the crops, livestock or sweeteners for which the advance application is being made. Examples of secured creditors may include, but are not limited to, financial lenders and crop input suppliers. If no priority agreements are submitted, a secured creditors search will be completed, which could result in delays.

## Inspection & Verification

Each year CCGA 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 repaid the last month before the program deadline; c) applicants who had one or more defaults during the past three APP Program Years; and d) advances that CCGA 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 overissued amount or be declared in default.

A field and/or inventory inspection may be required to verify compliance with AMPA. If a subsequent inspection is required, a \$600 inspection fee will be payable by the producer. Refusal of an inspection will result in an immediate default.

If your commodity is stored jointly with another producer, a clear breakdown by Producer should be provided at the time of inspection.

## 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 CIBC Prime Rate + 1% on the outstanding balance from the date the advance was issued to the date of default;
- Default interest is charged at the CIBC Prime Rate + 3% on the outstanding balance from the date of default until repaid in full;
- A one-time Default Fee of \$25 is charged immediately upon default;
- A one-time Collection Service Charge of 3% is applied to the outstanding balance 45 days after the Default Notice; and
- Defaulted producers could face an ineligibility period. Refer to section 5.6 of the *Terms & Conditions* for details.



# \* Check this list to avoid application processing delays.

Pages 5-6 outline the pages that ALL applicants must complete. In addition to those pages, you will need to complete the section below (1, 2 or 3) that is relevant for your advance application. There are 3 categories of advances, depending on the agricultural product on which you are applying, as well as time of year:

1. *Spring Advances for Intended Seeding, Intended Honey, Livestock or Stored Grain (pages 10-11) - complete if applying before seeding.*
2. *Spring Advances for Actual Seeded, Anticipated Honey Production, Livestock or Stored Grain (pages 12-13) - complete if applying after seeding, after the birth of livestock, or if requesting the remaining 40% of your Spring Advance.*
3. *Post-Harvest Advances for Grain, Honey and Fall Advance for Livestock (pages 14-15) - complete if applying after harvest or to submit your harvest report.*

Our experienced team makes applying by phone easy. Call **1-866-745-2256, option 1** to fill out an application or if you have any questions.

## ALL APPLICANTS MUST COMPLETE THESE PAGES

<input checked="" type="checkbox"/> when complete	Page Title	Page #	Description
<input type="checkbox"/>	Producer Information <i>*Signature required for changes.</i>	9	Business Number is required.  Authorized Person - Business partner, spouse, or other person who has your approval to contact CCGA and receive information about your account.  Direct Deposit Authorization - If you already use direct deposit with CCGA and you intend to use the same account, you do not need to complete this section.
<input type="checkbox"/>	Related Producers	16	All applicants must complete this form.
<input type="checkbox"/>	Priority Agreement with a Secured Creditor <i>*Signature required</i>	17-18	Have this agreement filled out by your agricultural creditors (input suppliers, financial institutions and any other secured creditor). If more than one form is required, make additional copies. The agreement must be completed by creditors that hold security on your agricultural products or hold a general security. Ensure that the creditors have signed this form before sending to CCGA.
<input type="checkbox"/>	Assignment of Indemnity <i>*Signature required</i>	19-23	Select the crop insurance indemnity form that is applicable to you, 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(s) required</i>	24	If you are using AgriStability as security, you must complete and sign this form.
<input type="checkbox"/>	Continuing Joint & Several Liability <i>*Signature(s) required</i>	25-26	This form must be completed once by all applicants, and updated any time changes are made to a partnership, corporation, or cooperative. If there have been changes, you must also submit a Certificate of Incorporation / Proof of Partnership and Shareholder Ledger.

**ALL APPLICANTS MUST COMPLETE THESE PAGES**

<input checked="" type="checkbox"/> when complete	Page Title	Page #	Description
<input type="checkbox"/>	Alternate Guarantor <i>*Signature required</i>	27	If your advance is secured by an alternate guarantor, you must complete this form and secure a Letter of Guarantee from your guarantor. Submit a copy of the letter to CCGA with this application.
<input type="checkbox"/>	Waiver of Exemption - Saskatchewan <i>*Signature required</i>	28	Saskatchewan applicants must complete this form.
<input type="checkbox"/>	Declaration of Producer & Repayment Agreement Form <i>*Signature required</i>	29-37	This agreement must be signed and dated by the applicant.
<input type="checkbox"/>	Advance Rates for Commodities	38	These advance rates are effective April 1, 2023 but are subject to change during the applicable Production Period. Go to <a href="http://ccga.ca">ccga.ca</a> to review the most recent advance rates.

**1. Spring Advances for Intended Seeding, Intended Honey, Livestock or Stored Grain**

- You must complete the relevant sections on pages 10-11 and sign page 11.  
June 20, 2023, is the last date to apply for an Intended Seeding Advance or an Intended Honey Production Advance.*

This form is for producers who are applying for an advance:

- A. prior to seeding crops or prior to receiving a confirmed Seeded Acreage Report/Statement of Crop Insurance and Invoice from your crop insurance agency;
  - *Applicants who carry crop insurance must use that as security and confirmation of crop insurance coverage (Confirmation of Insurance & Coverage Detail) must be provided.*
- B. on intended honey production;
  - *Applicants for an Intended Honey Production advance must have valid honey insurance (AFSC or SCIC) or be enrolled in AgriStability. For AgriStability, the Enrolment/Fee Notice must be for the current year and the Calculation of Benefits for the previous 2 years. Proof of enrolment fee payment is required.*
- C. on stored grain;
  - *Stored grain advances do not require crop insurance or AgriStability for security.*
- D. on livestock (must be born prior to applying).
  - *Livestock producers must be enrolled in AgriStability to apply. Include your 2023 Enrolment/Fee Notice and Proof of Inventory using previous two years of livestock inventory valuation from your Calculation of Benefits. Proof of enrolment fee payment is required.*

If you are using AgriStability as security, call 1-866-745-2256, option 1 to request the appropriate rates for calculating your eligible advance, or visit [ccga.ca](http://ccga.ca) for current rates. Applicants wanting to use an alternate form of security should contact CCGA at 1-866-745-2256 to determine security eligibility.



**2 Spring Advances for Actual Seeded, Anticipated Honey Production, Livestock or Stored Grain**  
 You must complete the relevant sections on pages 12-13 and sign page 13.  
 • **July 31, 2023, is the last date to transfer an Intended Seeding Advance to Actual Seeded Advance or an Intended Honey Production Advance to an Anticipated Honey Production Advance.**

This form is for producers who are:

- A. applying for a 2023/24 Actual Seeded Advance after receiving a Seeded Acreage Report/Statement of Crop Insurance & Invoice;
  - Applications for an Actual Seeded Advance that use crop insurance as security must be accompanied by a confirmed Seeded Acreage Report/Statement of Crop Insurance & Invoice validated by your crop insurance agency.
  - **First application this program year?** If you have not previously applied for a 2023/24 Intended Seeding Advance, a confirmation of valid insurance must also accompany this Actual Seeded Advance application. If you are using AgriStability as security, we require your 2023 AgriStability Enrolment/Fee Notice and Calculation of Benefits.
- B. transferring an Intended Seeding Advance to an Actual Seeded Advance or transferring an Intended Honey Production Advance to an Anticipated Honey Production Advance (may trigger a payment of the remaining advance requested);
  - Applicants who carry crop or honey insurance must use that as security.
  - If you are using AgriStability as security, call 1-866-745-2256, option 1 to request the appropriate rates for calculating your eligible advance, or find them on ccga.ca.

ALL PRODUCERS HAVING AN INTENDED SEEDING ADVANCE OR AN  
 INTENDED HONEY PRODUCTION ADVANCE MUST SUBMIT THIS FORM NO LATER  
 THAN JULY 31, 2023, OTHERWISE THE ADVANCE WILL BE REPAYABLE IMMEDIATELY. }

- C. applying for an advance on stored grain;
  - If you are applying for an Actual Seeded Advance, you can also apply for an advance on stored grain using this form. Stored grain advances do not require crop insurance or AgriStability for security.
- D. applying for an advance on livestock.
  - To be eligible, stock must be born prior to applying. Call CCGA at 1-866-745-2256, option 1 for assistance in determining the appropriate AgriStability adjusted rates for calculating your eligible advance.
  - Livestock producers must include their 2023 Enrolment/Fee Notice and Proof of Inventory using two previous years of livestock inventory valuation from their Calculation of Benefits.

**First application this program year?** You must also complete pages 9, 16, 17-18, 19-24, 29 and possibly 25-28. See the Important Information for Producers section regarding directions for completing those pages.



**Post-Harvest Advances for Grain, Honey and Fall Advance for Livestock**

You must complete the relevant sections on pages 14-15 and sign page 15.

**3.**

**December 31, 2023**, is the last date to: a) transfer an Actual Seeded Advance to a Post-Harvest Advance; b) transfer an Anticipated Honey Production Advance to an Actual Honey Production Advance, c) transfer a Spring Livestock Advance to a Fall Livestock Advance, or d) to repay an Actual Seeded Advance, an Anticipated Honey Advance or a Spring Livestock Advance without transfer.

**March 15, 2024**, is the last date to apply for 2023/24 Post-Harvest Advance, an Actual Honey Production Advance, or a 2023/24 Fall Livestock Advance.

This form is for producers who are:

- A. applying for a stored grain advance or transferring a 2023 actual advance to a Post-Harvest Advance.
  - **First application this program year?** You will also need to complete pages 9, 16, 17-18, 29 and possibly 25-28.
- B. applying for an advance on honey that is in storage or transferring a 2023 anticipated honey advance to a Post-Harvest Advance.
  - **First application this program year?** You will also need to complete pages 9, 16, 17-18, 29 and possibly 25-28.
- C. transferring a 2023 Spring Advance into a Fall Advance or if applying on 2023 livestock for the first time in this program year
  - **First application this program year?** You will also need to complete pages 9, 16, 17-18, 29 and possibly 25-28.

**Email, fax or mail your completed application to:**

Canadian Canola Growers Association  
 600-1661 Portage Avenue  
 Winnipeg, Manitoba R3J 3T7  
 Email applications to: [apply@ccga.ca](mailto:apply@ccga.ca)  
**Fax: 1-204-788-0039**

**Questions or inquiries:**

Applying for an advance, help completing forms, account questions:  
 Toll-free 1-866-745-2256, option 1  
 Email [apply@ccga.ca](mailto:apply@ccga.ca)

Questions about repayments or balance, submitting proof of sale documentation:  
 Toll-free 1-866-745-2256, option 2  
 Email [repay@ccga.ca](mailto:repay@ccga.ca)





# PRODUCER INFORMATION

APPLICANTS MUST COMPLETE EITHER #1 OR #2 BELOW AND ALL REMAINING SECTIONS ARE REQUIRED.

### 1. Sole Proprietors:

Full Legal Name of Individual, as on Birth Certificate (First name, Middle names, Surname)	
Birthdate (MM/DD/YYYY)	APP ID #

OR

### 2. Partnerships, Corporations or Cooperatives:

Legal Name of Partnership, Corporation or Cooperative	
APP ID #	

### Business Number:

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### Mailing Address:

Street/Box#	City/Town	Province	Postal Code
Primary Farm Address: (Section, Township, Range, Street)	Primary Telephone #	Alternate Telephone #	E-mail

### Authorized Person:

Full Legal Name of person(s) authorized to exchange account information	Relationship	Telephone #
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### Commodity Sales: (legal or business name used on sales tickets)

Name used when selling commodities
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### Declaration of Bankruptcy

- Have you or any of your shareholders in the Corporation/Cooperative/Partnership declared bankruptcy in the past 7 years?
- Are you or any of your shareholders in the Corporation/Cooperative/Partnership seeking financial protection from creditors?

Name of Shareholder/Member/Partner who declared bankruptcy	Date of bankruptcy discharge
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### DIRECT DEPOSIT AUTHORIZATION

In order to have the advance directly deposited into your bank account, please attach a VOID cheque for the relevant account and sign and date the section below. If you already use direct deposit with CCGA and you intend to use the same account, you do not need to complete this section. If your financial institution requires the advance to be issued jointly, direct deposit is not possible. CCGA cannot direct deposit to a line of credit account.

Signature of Producer	Date
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**SIGN HERE**

### Self Identification Questions

Responses to the questions in this subsection will be shared with Agriculture and Agri-Food Canada and may be used for reporting purposes and to inform future government policies, programs and communication activities. Self identification is voluntary. If you do not wish to provide this information, you can check "Decline to identify" or "Prefer not to answer". Failure to complete the questions will be viewed as choosing "Decline to identify" or "Prefer not to answer". AAFC is committed to the fair and transparent distribution of program funds. Your application will not be deemed ineligible or assessed less favorably based on your responses to these questions or if you decline to identify.

**A.** Does your farming business's ownership group include significant representation (30% or more) from one or more of the following groups (check all that apply)?

- Indigenous Peoples  
PLEASE SPECIFY:  First Nations  Métis Nation  Inuit  Unknown
- Women
- Gender parity (50% or more women and/or non-binary)
- 2SLGBTQI+
- Visible Minorities
- Persons with Disabilities
- Youth (under 35)
- An official language minority community (French-speaking people outside Quebec or English-speaking people in Quebec)  
PLEASE SPECIFY:  English  French
- Not applicable
- Decline to identify

**B.** If your business's ownership group includes significant representation from an official languages minority group, was your farming business able to obtain APP information and services in the minority language?

- Not applicable (did not check official languages minority in QA)
- No
- Yes
- Prefer not to answer

**C.** How many years of experience does the ownership group of your farming business have running a farm?

- 0-6 years
- 7-19 years
- 20 years and over
- Prefer not to answer



LIST ONLY THOSE COMMODITIES FOR WHICH YOU ARE APPLYING FOR AN ADVANCE. ADVANCE RATES ARE LISTED ON PAGE 38 OF THIS FORM AND ALSO AVAILABLE ON WWW.CCGA.CA.

CROP COMMODITIES

Intended Seeding Advance

Be sure to include a confirmation of valid crop insurance paperwork. If using AgriStability, send your 2023 Program Enrolment/Fee Notice and Reference Margin. NOTE: If you carry crop insurance you MUST use that as security.

Table with 8 columns: Commodity, Security Type (Crop Ins., Ag Stab.), Land/Soil Type, 2023 Intended Seeding Acres, Production Insurance Coverage/MT or lb OR Coverage Level on AgStab., CCGA Advance Rate\*, \$ Amount. Includes rows for commodity entry and a 'TOTAL OF PRE-HARVEST CROP COMMODITIES' row.

Summary rows for Intended Seeding Advance: 'TOTAL OF PRE-HARVEST CROP COMMODITIES' (line 1), 'Advance Requested by Producer' (line 2), and 'Eligible Advance (60% of line 2 above)' (A).

Intended Honey

Be sure to include confirmation of valid honey insurance paperwork (SCIC or AFSC). If using AgriStability, producers must submit program enrolment/fee notice and Proof of Inventory using 2 years of honey inventory valuations from their AgriStability Reference Margin Summary.

Table with 4 columns: Agricultural Product, Intended Production Quantity (lbs), CCGA Advance Rate\*, \$ Amount. Includes a row for 'HONEY'.

Summary rows for Intended Honey: 'Intended Honey Advance Requested by Producer' (line 1), and 'Eligible Advance (60% of line 1 above)' (B).

Stored Grain Advance

Table with 5 columns: Commodity, Year Crop Harvested, Stored Quantity (MT or lb) Against which Advance is Requested, CCGA Advance Rate\*, \$ Amount. Includes rows for commodity entry.

Summary rows for Stored Grain Advance: 'TOTAL OF STORED GRAIN COMMODITIES' and 'Stored Grain Advance Requested by Producer' (C).

CONTINUE TO NEXT PAGE FOR SIGNATURE. →



**LIVESTOCK COMMODITIES**

Producers must submit their 2023 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using 2 years of livestock inventory valuations from their AgriStability Reference Margin Summary. Stock must already be born to be eligible for an advance.

Livestock Type <i>Example: Cattle Feeder Calf (400-700 lbs)</i>	Number of Head to be advanced on	Are these livestock in a continuous flow operation?	CCGA Advance Rate/head*	\$ Amount
		<input type="checkbox"/> yes	X	=
		<input type="checkbox"/> yes	X	=
		<input type="checkbox"/> yes	X	=
		<input type="checkbox"/> yes	X	=
		<input type="checkbox"/> yes	X	=
		<input type="checkbox"/> yes	X	=
<b>TOTAL LIVESTOCK COMMODITIES:</b>				\$

Livestock Advance Requested by Producer **D** \$

**TOTAL ADVANCE REQUESTED (Maximum \$1,000,000) A+B+C+D= \$**

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

I acknowledge that the AMPA Regulations were amended on May 8, 2023, to increase the interest-free benefit for all 2023 advances from \$250,000 to \$350,000.

Refer to updated section 8.0 Temporary Increase to Interest-Free Benefit in this Agreement or on the Application Forms page at ccga.ca

**SIGN HERE** →

Signature of Producer	Name of Producer (Please print)	Date	APP ID#
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Your first instalment of funds for the crops or honey related 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.

**PLEASE REFER TO ADVANCE RATES ON PAGE 38**



LIST ONLY THOSE COMMODITIES FOR WHICH YOU ARE APPLYING FOR AN ADVANCE. ADVANCE RATES ARE LISTED ON PAGE 38 OF THIS FORM AND ALSO AVAILABLE ON WWW.CCGA.CA.

CROP COMMODITIES

Actual Seeded Advance

Complete this form and send it along with your Seeded Acreage Report/Valid Crop Insurance paperwork. For AgriStability, this form must be completed and received in CCGA's office by July 31, 2023. If the applicant did not previously apply for an Intended Seeding Advance, include confirmation of valid crop insurance paperwork, or for AgriStability include the 2023 Program Enrolment/Fee Notice and Reference Margin, when applying.

Table with columns: Commodity, Security Type (Crop Ins., Ag Stab.), Land/Soil Type, 2023 Actual Yield Seeded Acres, Production Insurance Coverage/MT OR Coverage Level on AgStab., CCGA Advance Rate\*, \$ Amount

TOTAL PRE-HARVEST CROP COMMODITIES:

Advance Requested by Producer

A

Anticipated Honey

Submit this form, along with your valid honey insurance paperwork (SCIC or AFSC). If using AgriStability, producers must submit program enrolment/fee notice and Proof of Inventory using 2 years of honey inventory valuations from their AgriStability Reference Margin Summary.

Table with columns: Agricultural Product, Anticipated Production Quantity (lbs), CCGA Advance Rate\*, \$ Amount

Anticipated Honey Advance Requested by Producer

B

Stored Grain Advance

Table with columns: Commodity, Year Crop Harvested, Stored Quantity (MT or lb) Against which Advance is Requested, CCGA Advance Rate\*, \$ Amount

TOTAL OF STORED GRAIN COMMODITIES:

Stored Grain Advance Requested by Producer

C

CONTINUE TO NEXT PAGE FOR SIGNATURE. [Arrow]



**LIVESTOCK COMMODITIES**

Producers must submit their 2023 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using 2 years of livestock inventory valuations from their AgriStability Reference Margin Summary. Stock must already be born to be eligible for an advance.

Livestock Type <i>Example: Cattle Feeder Calf (400-700 lbs)</i>	Number of Head to be advanced on	Are these livestock in a continuous flow operation?	CCGA Advance Rate/head*	\$ Amount
		<input type="checkbox"/> yes	X	=
		<input type="checkbox"/> yes	X	=
		<input type="checkbox"/> yes	X	=
		<input type="checkbox"/> yes	X	=
<b>TOTAL LIVESTOCK COMMODITIES:</b>				\$

Livestock Advance Requested by Producer

**D**

\$

**TOTAL ADVANCE REQUESTED (Maximum \$1,000,000)**

**A+B+C+D=**

\$

Indicate your intentions for Actual Seeded, Anticipated Honey or Livestock Advance by selecting one of the following:

- Issue maximum eligible funds
- Issue maximum eligible interest-free funds only
- Issue specific \$ amount: \$
- Transfer only (for producers who already have an advance in this program year.)  
*No additional funds will be issued*

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.

I acknowledge that the AMPA Regulations were amended on May 8, 2023, to increase the interest-free benefit for all 2023 advances from \$250,000 to \$350,000.

Refer to updated section 8.o Temporary Increase to Interest-Free Benefit in this Agreement or on the Application Forms page at [ccga.ca](http://ccga.ca)

**SIGN  
HERE**

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

The Actual Seeded Advance, Anticipated Honey or Livestock Advance will become a part of your 2023/24 Cash Advance Application using all rules and regulations set forth by the 2023/24 Terms and Conditions of this Application & Repayment Agreement. For existing 2023/24 advances, this form must be completed and returned to CCGA by July 31, 2023, otherwise the advance will be repayable immediately.

**PLEASE REFER TO ADVANCE  
RATES ON PAGE 38**



LIST ONLY THOSE COMMODITIES FOR WHICH YOU ARE APPLYING FOR AN ADVANCE. ADVANCE RATES ARE LISTED ON PAGE 38 OF THIS FORM AND ALSO AVAILABLE ON WWW.CCGA.CA.

By sending this form in promptly after harvest you may prevent crop insurance claim payments from being sent to CCGA unnecessarily. Submit this form no later than December 31, 2023, otherwise the advance will be repayable immediately.

CROP COMMODITIES
Stored Grain Advance

Table with 5 columns: Commodity, Year Crop Harvested, Stored Quantity (MT or lb) Against which Advance is Requested, CCGA Advance Rate\*, \$ Amount. Includes a total row and a summary row labeled 'A'.

Actual Honey

All producers having a pre-harvest honey advance must send in their Fall Advance Report to verify inventory on-hand by December 31, 2023, otherwise their advance will be repayable immediately. Producers applying for the first time in the 2023/24 program year must include confirmation of valid honey insurance paperwork.

Table with 4 columns: Agricultural Product, Actual Production Quantity (lbs), CCGA Advance Rate\*, \$ Amount. Includes a summary row labeled 'B'.

CONTINUE TO NEXT PAGE FOR SIGNATURE. [Arrow pointing right]



LIVESTOCK COMMODITIES

Producers must submit their 2023 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using 2 years of livestock inventory valuations from their AgriStability Reference Margin Summary. Stock must already be born to be eligible for an advance.

Table with 5 columns: Livestock Type, Number of Head to be advanced on, Are these livestock in a continuous flow operation?, CCGA Advance Rate/head\*, \$ Amount. Includes a TOTAL LIVESTOCK COMMODITIES row.

Livestock Advance Requested by Producer

C

TOTAL ADVANCE REQUESTED (Maximum \$1,000,000)

A+B+C=

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

- Issue maximum eligible funds
Issue maximum eligible interest-free funds only
Issue specific \$ amount:
Transfer only (for producers who already have an advance in this program year.)

Have you made any deliveries? Yes No
Have you received payment for any deliveries made? Yes No
Do you have any pending crop insurance claims? Yes No
Have you received payment on any crop insurance claims? Yes No

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.

I acknowledge that the AMPA Regulations were amended on May 8, 2023, to increase the interest-free benefit for all 2023 advances from \$250,000 to \$350,000.

Refer to updated section 8.o Temporary Increase to Interest-Free Benefit in this Agreement or on the Application Forms page at ccga.ca

SIGN HERE

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

The Post-Harvest/Fall Advance will become a part of your 2023/24 Cash Advance Application using all rules and regulations set forth by the 2023/24 Terms and Conditions of this Application & Repayment Agreement.

PLEASE REFER TO ADVANCE RATES ON PAGE 38



ALL APPLICANTS MUST COMPLETE THIS FORM EVERY YEAR, INCLUDING SOLE PROPRIETORS AND RELATED PRODUCERS, AS WELL AS CORPORATIONS, COOPERATIVES AND PARTNERSHIPS.

Relatedness affects the applicant's eligibility to receive an advance, as well as the amount of an advance. See Definitions at bottom of page.

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

Related Producers:

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.)

Table with 2 main sections for related producers. Each section has columns for Full Legal Name, Full Address, Phone number, Birthdate, Name of Administrator, APP ID#, Program year, and Relationship to Applicant.

Rebuttal of relatedness

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

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

If you AGREE to all of the statements below, you have established that you deal at arm's length with the producer(s) in question, and the Administrator will require 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.
b. You and the related producer are not employees or do not act as agents of the other.
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.
d. You and the related producer do not share any management and administrative services, equipment, facilities, or overhead expenses of a farming operation.
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.
b. You and the related producer are not employees or do not act as agents of the other.
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.
d. You and the related producer do not share any management and administrative services, equipment, facilities, or overhead expenses of a farming operation.

To rebut your relatedness to your spouse or common-law partner, please contact CCGA for instructions.

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
- the producer shares any management and administrative services, equipment, facilities or overhead expenses of a farming operation with the other producer, but is not in partnership with the other producer;
- any other circumstances set out in the Regulations and/or Agricultural Marketing Programs Act.

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.





# PRIORITY AGREEMENT WITH A SECURED CREDITOR

**A 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. Make additional copies if needed.** 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 (must match name on page 9)	APP ID #
---	----------

### Secured Creditor Information

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

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.

### THE CREDITOR MUST CHECK EITHER PART 1-A OR PART 1-B

**PART 1-A:** Select Part 1 -A if the Creditor **HAS OR COULD HAVE** 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 CCGA (herein called the “Administrator”) to the Producer, the Administrator and the Creditor agree that the security interest in the Agricultural Product(s) 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 \$1,000,000 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 CCGA (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.

**CONTINUE TO NEXT PAGE FOR SIGNATURE.**



PART 2: THE CREDITOR 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 Financial Institution and be remitted to the Creditor forthwith by the Producer and shall be applied in total or in part by the Creditor to the amount as specified by the creditor of \$\_\_\_\_\_ 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 Manitoba. IN WITNESS WHEREOF all parties hereunto set their hands

**SIGN  
HERE** →

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

INFORMATION REQUEST FROM FINANCIAL INSTITUTION

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

Call CCGA at 1-866-745-2256, option 1 if you have any questions about completing this form.



See detailed instructions under Priority Agreement in Checklist page 5.



# ASSIGNMENT OF INDEMNITY

Contract Number: \_\_\_\_\_ Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_ Town / City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

For value received, I/We hereby transfer, assign and set over unto :

Assignee Name: **CANADIAN CANOLA GROWERS ASSOCIATION**

Address: **600-1661 PORTAGE AVENUE** Town / City: **WINNIPEG**

Province: **MANITOBA** Postal Code: **R3J 3T7** Phone Number: **204-788-0090**

All my right, title and interest to all benefits from any program administered by the Saskatchewan Crop Insurance Corporation , except establishment indemnities, applicable \_\_\_\_\_ crop year as determined by the Saskatchewan Crop Insurance Corporation, up to the the amount of \$ \_\_\_\_\_ to (For total indemnity please leave blank)

\_\_\_\_\_  
Customer Signature Print Customer Name Date

\_\_\_\_\_  
Co-Customer Signature Print Co-Customer Name Date

The Corporation hereby consents to the above assignment subject to all the provisions, terms, conditions and stipulations contained in:

- A) The Contract of Insurance under which the indemnity arises.
- B) The Saskatchewan Crop Insurance Act, the Agricultural Safety Net Act, and the regulations made thereunder as they may exist from time to time, and any other relevant provincial legislation.

It is the responsibility of the contract holder/assignor to inform the assignee of any changes in the status of the contract holder's crop insurance contract with the Corporation.

The consent of the Corporation is subject to the Corporation first recovering any monies owing by the customer to the Corporation whether before or after the date of the assignment from any indemnity that may become payable to the customer.

**UPON COMPLETION OF THIS ASSIGNMENT,  
PLEASE FAX THE FORM TO CCGA AT 204-788-0039 OR MAIL TO:  
CANADIAN CANOLA GROWERS ASSOCIATION  
600 - 1661 PORTAGE AVE. WINNIPEG MB R3J 3T7**



## ASSIGNMENT OF INDEMNITY PROCEEDS

**PLEASE PRINT**

INSURED (ASSIGNOR)	NOTE: MUST BE THE SAME AS AGRINSURANCE CONTRACT NAME	AGRIINSURANCE POLICY #	SERVICE CENTRE #
ADDRESS OF INSURED (ASSIGNOR)		TELEPHONE NUMBER	
CITY/TOWN	PROVINCE	POSTAL CODE	

For value received, the Undersigned, subject to prior deduction of any amounts owing to or advanced by Manitoba Agricultural Services Corporation (the "Corporation") relative to the Undersigned, whether pursuant to a contract of insurance or otherwise, hereby transfers, assigns and sets over all of the Undersigned's rights, title, interest and benefit in and to all indemnities payable under the Undersigned's contract(s) of insurance with the Corporation and hereby consents to the disclosure by the Corporation of any information relating to the Undersigned, including, without limitation, personal information subject to The Freedom of Information and Protection of Privacy Act (Manitoba), to:

ASSIGNEE'S NAME <b>CANADIAN CANOLA GROWERS ASSOCIATION</b>	TRANSIT NUMBER
ADDRESS <b>600-1661 PORTAGE AVENUE</b>	TELEPHONE NUMBER <b>204-788-0090</b>
CITY/TOWN <b>WINNIPEG</b>	PROVINCE <b>MANITOBA</b>
	POSTAL CODE <b>R3J 3T7</b>

**NOTE:** This assignment excludes any and all indemnities payable to the Undersigned in respect of the Livestock Price Insurance Program.

Applicable to the 2023 crop year as determined by the Manitoba Agricultural Services Corporation up to the amount of \$ 0.00 (leave blank for total assignment).

Witnessed By: (Signature)	Signature of Insured (Assignor) or Authorized Signatory	Date (Day/Month/Year)
Witnessed By: (Please Print)	Name of Insured (Assignor): (Please Print)	

- Upon acceptance by the Corporation, this assignment will be recorded and a copy forwarded to the assignee.
- A cheque or money order in the amount of \$63.00 (including GST of \$3.00) must be enclosed with this assignment.

**This section is for MASC use only.**

The Corporation hereby consents to the above Assignment subject, however, to (i) the terms of all contract(s) of insurance between the assignor and the Corporation and the provisions of any statute or regulations with respect thereto; and (ii) for greater certainty, the right of the Corporation to set-off against any indebtedness of the assignor to the Corporation.

This assignment is accepted by Manitoba Agricultural Services Corporation subject, however, to prior recorded assignment(s) in the amount of \$ \_\_\_\_\_.

Approval Date (Day/Month/Year)	For Manitoba Agricultural Services Corporation	Assignment Reference
--------------------------------	--	----------------------

**Note: This assignment is only in effect for the crop year mentioned above.**



Original - MASC  
Yellow - MASC (returned to assignee on approval)  
Pink - Assignor Copy

jrMASC#726RevMay2021

# AFSC ASSIGNMENT OF INDEMNITY FORM FOR INSURANCE

(Excluding Western Livestock Price Insurance Program-WLPIP)

This Assignment covers Insurance subscriptions for Annual and Perennial Programs administered by Agriculture Financial Services Corporation, excluding Western Livestock Price Insurance – WLPIP.

For valuable consideration, the Insured hereby assigns to **CANADIAN CANOLA GROWERS ASSOCIATION OF 600-1661 PORTAGE AVENUE, WINNIPEG, MANITOBA R3J 3T7**. Assignee Contact Info: **CCGA 204-788-0090**

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, 2025.

The information on this form and any information you provide to us in the future related to this form is collected under the authority of the Agriculture Financial Services Act and the Freedom of Information and Protection of Privacy Act (the FOIP Act). The collected information, whether personal information or business information, will be used: (i) to evaluate your eligibility for the program to which this form relates; (ii) for the administration of the program; and/ or (iii) for the administration of any other AFSC program or benefit in which you participate. Your personal information is subject to the provisions of the FOIP Act. By signing this form below, you are providing your consent to AFSC disclosing and sharing the information contained on this form, whether personal information or business information, or any other information that will be provided in the future by you or your authorized representative, to the following third parties: Alberta Agriculture and Forestry, Agriculture and Agri-Food Canada, Canada Revenue Agency and Statistics Canada. You consent that such disclosed and shared personal information and business information may be used in the following ways: (i) for the administration of all current and future AFSC federal and provincial programs related to agriculture, AFSC lending programs and AFSC insurance programs; (ii) for AFSC, federal and provincial policy and program development; and (iii) AFSC, federal, and provincial policy and program evaluation; (iv) for research and statistical development; and (v) for statistical purposes.

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 \_\_\_\_\_ MM 20 \_\_\_\_\_

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

Insured's Printed Name \_\_\_\_\_ Witness Printed Name \_\_\_\_\_

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

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Contact Person (Must be Client, or Shareholder of the Company) \_\_\_\_\_



# Production Insurance

BC Ministry of Agriculture, Food and Fisheries

## Schedule H-1: Assignment of Indemnity

Crop Year \_\_\_\_\_

Production Insurance Grower Number: \_\_\_\_\_

For valuable consideration, I/We \_\_\_\_\_ insured,  
 hereby assign to **CANADIAN CANOLA GROWERS ASSOCIATION** of  
**600-1661 PORTAGE AVENUE, WINNIPEG, MANITOBA R3J 3T7** (Name) any indemnity which may be payable by  
 (Address)  
 the Insurer as a result of loss on  
 Contract/Policy Number \_\_\_\_\_  
 for the following insured crops(s) \_\_\_\_\_  
 in the Canada-British Columbia Production Insurance program for the crop year ending **2023**.  
 This assignment is subject to the terms and conditions to the contract and to the conditions outlined below.  
 Dated at \_\_\_\_\_ in the Province of British Columbia,  
 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Insured (print) \_\_\_\_\_ Insured (signature) \_\_\_\_\_  
 Witness (print) \_\_\_\_\_ Witness (signature) \_\_\_\_\_

Insured (print) \_\_\_\_\_ Insured (signature) \_\_\_\_\_  
 Witness (print) \_\_\_\_\_ Witness (signature) \_\_\_\_\_

### NOTE TO INSURED

**This form has been developed for convenience only. You should seek your own legal advice.**

### CONDITIONS

1. An assignment shall be binding upon person(s) who succeed to the assignor's interest in the insurance contract.
2. Any indemnity payment made under the insurance contract shall be subject to a deduction for any amounts outstanding to the Business Risk Management Branch, including unpaid premium(s).
3. Payment to the Assignee of any indemnity due under the contract shall constitute a complete discharge of the Insurer's obligation with respect to the loss for which such indemnity is paid.
4. Only one assignment shall be in effect at any one time with respect to the insured crop(s), as listed above, for any crop year.
5. The assignment in effect on the insured crop(s), as listed above, shall be the one first filed and approved below.
6. Upon its due completion and consent being given by the Insurer, this form shall constitute an endorsement to the above-noted Production Insurance contract.

For Office Use Only	The Insurer hereby approves the foregoing assignment.
	Dated this _____ day of _____, 20____ at _____ am / pm.
	PI Finance Rep's Name (Print) _____ Signature _____



# Loss Payable Assignment Form

## Loss Payable Assignment Clause

Assignment of proceeds from Aviva Insurance Company of Canada

Policy Number		Policy Expiry Date	December 31, 2023
Customer Number			
Farm Number			
Contact Name		Phone Number	
Address		Town/City	
Province		Postal Code	

For value received, I/We hereby transfer, assign and set over all of my right to claims or payments from the above policy number through Aviva Insurance Company of Canada, up to the amount of \$ \_\_\_\_\_ (leave blank for total assignment of policy proceeds) unto:

Assignee Name	Canadian Canola Growers Association		
Contact Name		Phone	(204) 788-0090
Email	QA@ccga.ca	Fax	(204) 788-0039
Address	600-1661 Portage Avenue	Town/City	Winnipeg
Province	MB	Postal Code	R3J 3T7

By signing below, the undersigned hereby consents to disclosure by Global Ag Risk Solutions Corp. and/or Aviva Insurance Company of Canada of any information relating to or received from the undersigned, including, without limitation, personal information that may be subject to federal or provincial privacy legislation. This assignment is subject to the deduction of any monies which may be owing to Global Ag Risk Solutions Corp. and/or Aviva Insurance Company of Canada, including unpaid premiums, and the right to set-off against any indebtedness to Global Ag Risk Solutions Corp. and/or Aviva Insurance Company of Canada.

Dated at \_\_\_\_\_ in the Province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Insured (Signature) _____	Insured (Print) _____
Insured (Signature) _____	Insured (Print) _____
Witness (Signature) _____	Witness (Print) _____

**This assignment is NULL & VOID until authorized by Global Ag Risk Solutions Corp**

<p><i>The Managing General Agent, Global Ag Risk Solutions Corp. (GARS), hereby approves the foregoing assignment.</i></p> <p>Dated this _____ day of _____, 20_____.</p>	
<p>GARS Finance Rep's Name (Print) _____</p> <p>GARS Finance Rep's Name (Print) _____</p>	<p>Signature _____</p> <p>Signature _____</p>

#8-54 Stadacona Street West, Moose Jaw, SK S6H 1Z1  
 (Email) [assignments@agriskolutions.ca](mailto:assignments@agriskolutions.ca) (Web) [agriskolutions.ca](http://agriskolutions.ca)  
 (Ph) 306.704.GARS (4277) (Fax) 306.972.8122 (Toll Free) 877.606.GARS (4277)



# BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS ASSIGNMENT AGREEMENT

## Storable and Non-Storable Producer and Administrator Information

Agreement Date: \_\_\_\_\_

Between \_\_\_\_\_

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

And Canadian Canola Growers Association (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:

"Advance" means the money borrowed by the Producer through the APP.

"BRM" means the Business Risk Management Program(s) listed in the Agricultural Marketing Programs Act that can be used to secure an advance under the APP.

"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.

"Repayment Agreement" means the agreement signed by the Producer and the Administrator outlining the terms and conditions of the Producers Advance under the APP.

"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 is not 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

← SIGN  
HERE

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





**CONTINUING JOINT & SEVERAL LIABILITY  
PARTNERSHIP/CORPORATION/COOPERATIVE**

THIS FORM MUST BE COMPLETED BY ALL FIRST TIME APPLICANTS APPLYING AS A PARTNERSHIP/ CORPORATION/ COOPERATIVE, AS WELL AS ANY TIME DURING THE PROGRAM DURATION THAT CHANGES ARE MADE TO THE PARTNERSHIP/ CORPORATION/ COOPERATIVE, CHANGES ALSO REQUIRE YOU TO SUBMIT A NEW CERTIFICATE OF INCORPORATION / PROOF OF PARTNERSHIP AND SHAREHOLDER LEDGER.

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 9)	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.*

Applicants wanting to forgo completion of the Joint & Several may instead obtain an alternate guarantor (see page 27).

An alternate 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.

**LIABILITY LIMIT**

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 Canadian Canola Growers Association for the eligible amount in the current 2023 program year and any other active program year with a balance, do hereby agree to be jointly and severally, or solidarily, liable to the Administrator or the Minister of Agriculture and Agri-Food; PROVIDED THAT the undersigned's liability under this guarantee shall not exceed \$1,000,000.00, plus any interest and the Minister of Agriculture and Agri-Food Canada (the "Minister") acknowledge liability of such advance and interest thereon, unconditionally guarantee to Canadian Canola Growers Association 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 (CCGA) Canadian Canola Growers Association 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 CCGA or the Minister at any time, or upon Default in the performance of the obligations by the Producer, CCGA 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.

**CONTINUE TO NEXT PAGE FOR SIGNATURE.**



The Producer and all related parties meets all the requirements listed in the application for a cash advance from the CCGA 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 CCGA 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.

CCGA 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 CCGA and the Minister, on account of the Repayment Agreement or otherwise. The Guarantors acknowledge that consideration has been given and agree that same may only be limited, upon giving written notice to CCGA, 600 - 1661 Portage Avenue, Winnipeg, Manitoba, R3J 3T7 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 CCGA'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).

Agreement Date: \_\_\_\_\_

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

<b>SIGN HERE</b> →	Signature of Shareholder/Member/Partner
	Name of Shareholder/Member/Partner (please print)

<b>SIGN HERE</b> →	Signature of Shareholder/Member/Partner
	Name of Shareholder/Member/Partner (please print)

<b>SIGN HERE</b> →	Signature of Shareholder/Member/Partner
	Name of Shareholder/Member/Partner (please print)

<b>SIGN HERE</b> →	Signature of Shareholder/Member/Partner
	Name of Shareholder/Member/Partner (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.



**GUARANTOR(S)**

I, being the sole producer, or shareholder of the corporation/ cooperative/ partnership named in this Repayment Agreement, in consideration of an Advance being made to it by the Administrator, for the amount stated in this Repayment Agreement, for the 2023/24 APP program year, do hereby agree to obtain a Letter of Guarantee for the Administrator from one of the following two sources (select one):

- An individual or group of individuals that has the financial collateral to guarantee the Advance amount stated in this Repayment Agreement until it is fully reimbursed; or*
- A financial institution that will guarantee the Advance amount stated in this Repayment Agreement until it is fully reimbursed.*

The Letter of Guarantee must be in accordance with any applicable provincial laws in the province of operation of the sole producer/ corporation/ cooperative/ partnership named in this Repayment Agreement.

\_\_\_\_\_  
Print name of sole producer or shareholder/partner

\_\_\_\_\_  
Signature of sole producer or shareholder/partner



**NOTES:**

- **THE LETTER OF GUARANTEE MUST BE DATED AND SIGNED BY THE GUARANTOR(S) AND SENT TO CCGA ALONG WITH THE APPLICATION.**
- **RELEVANT FINANCIAL DOCUMENTS MUST BE PROVIDED TO SUPPORT THE FINANCIAL COLLATERAL GUARANTEE. FINANCIAL COLLATERAL IS DEFINED AS CASH, SECURITIES, GUARANTEED INCOME CERTIFICATES, MUTUAL FUNDS, BONDS, AND STOCKS.**
- **IF YOU ARE FROM ALBERTA AND WANT TO USE AN ALTERNATE GUARANTOR, PLEASE CONTACT US FOR AN ACKNOWLEDGEMENT OF GUARANTEE FORM.**



(For SK Producers ONLY)

# WAIVER OF EXEMPTION PROTECTION FOR SPECIFIC CHATTELS

[Clause 68(3)(a) of *The Saskatchewan Farm Security Act*]

## SASKATCHEWAN FARM SECURITY

### ALL PRODUCERS MUST SIGN THIS WAIVER

I, \_\_\_\_\_  
(The Producer)

pursuant to clause 68(3)(a) of *The Saskatchewan Farm Security Act*, permanently waive and revoke all right or entitlement to my exemption protection under subsection 68(1) of *The Saskatchewan Farm Security Act* with respect to the following specific chattel(s):

*All agricultural products of the producer, including after acquired agricultural products as defined in the repayment agreement between CCGA and the producer.*

For the purpose of using the above noted chattel(s) to secure the following specific debt, the lesser of \$1,000,000.00 or the amount advanced by CCGA together with interest and costs, until such time as the above noted specific debt has been fully paid.

Agreement Date: \_\_\_\_\_

**SIGN  
HERE** →

Signature of Producer

ATTACH CORPORATE SEAL IF APPLICABLE



# DECLARATION OF PRODUCER & REPAYMENT AGREEMENT

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

**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 (pages 30-37) 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:

**SIGN  
HERE** →

Signature of Producer	Date
Name of Producer (please print)	

### For Applications pertaining to Partnerships (All Partners/Trustees/Members/Beneficiaries must sign if they have reached the age of majority.)

Signature of Shareholder/Partner/Beneficiary	Date
Name of Shareholder (please print)	

Signature of Shareholder/Partner/Beneficiary	Date
Name of Shareholder (please print)	

Signature of Shareholder/Partner/Beneficiary	Date
Name of Shareholder (please print)	

Signature of Shareholder/Partner/Beneficiary	Date
Name of Shareholder (please print)	

### Grain Company Information: (this information required only if grain company is filling out this form for applicant)

Grain Co. Name	Station	Telephone #	Email Address
Mailing Address: Street/Box #	City/Town	Province	Postal Code



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

## 1.0 Important Terms

- 1.1 "AAFC" means Agriculture and Agri-Food Canada.
- 1.2 "Administrator" means Canadian Canola Growers Association (CCGA).
- 1.3 "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.
- 1.4 "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 1.11.
- 1.5 "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.
- 1.6 "Advance on Livestock" means an eligible Advance based on inventory of an eligible livestock.
- 1.7 "Advance Rate on Agricultural Product in Production" means the rate of issuance applicable to Advances issued prior to September 1, 2023.
- 1.8 "Advance Rate on Agricultural Product in Post-Production" means the rate of issuance applicable to Advances issued on or after September 1, 2023 but before March 31, 2024.
- 1.9 "Advance Rate on Livestock" means the rate of issuance applicable to Advances issued prior to March 31, 2024.
- 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 "Agricultural Product in Production" means a Storable Agricultural Product that is not yet produced or is 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.
- 1.12 "Agricultural Product in Post-Production" means a Storable Agricultural Product that has been produced and is now in storage for a period of time as to remain in good marketing condition until sold or disposed of.
- 1.13 "AMPA" or "Act" means Agricultural Marketing Programs Act.
- 1.14 "APP" means the Advance Payments Program, under the Act.
- 1.15 "Application for an Advance Worksheet" means the template used to calculate the Eligible Advance for the purposes of the APP.
- 1.16 "Business Risk Management Program" or "BRM Program" refers to Agrilnsurance, AgriStability or Global Ag Risk Solution (GARS) that can be used to secure an Advance.
- 1.17 "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the BRM Program used as security, attesting to the amount of Security available under the BRM Program.
- 1.18 "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.
- 1.19 "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.20 "Eligible Advance" means the Advance the Producer is entitled to as calculated in the Application for an Advance Worksheet.
- 1.21 "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 and bison advances, the Eligible BRM Program will only be used as security for defaulted advances.
- 1.22 "His Majesty" means His Majesty the King in Right of Canada.
- 1.23 "Livestock" means cattle, hogs, bison, sheep, lambs and goats.
- 1.24 "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.25 "Producer" means a Producer of an Agricultural Product who continuously owns the agricultural product, who is responsible for marketing it and either is or was producing it, as identified in the Repayment Agreement and who is:
  - (a) An individual who is a Canadian citizen or a permanent resident, of the age of majority of the province where the farming is carried on; or
  - (b) a corporation that is controlled by one or more of the persons or entities referred to in (a), (c) and (d), the applicant for whom must have attained the age of majority in the province where the farming is carried on and for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally or solidarily liable, as the case may be, to the Administrator for the Producer's liability; or
  - (c) a cooperative, a majority of whose members are Canadian citizens or permanent residents, the applicant for whom must have attained the age of majority in the province where the farming is carried on and for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally or solidarily liable, as the case may be, to the Administrator for the Producer's liability; 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, for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally or solidarily liable, as the case may be, to the Administrator for the Producer's liability.
- 1.26 "Production Period" is the period that for winter cereal advances commences October 1, 2022 and terminates September 30, 2024; for advances on all other field crops, honey, hogs, goats, sheep and lambs commences April 1, 2023 and terminates September 30, 2024; and for advances on cattle, continuous flow cattle, and bison commences on April 1, 2023 and terminates on March 31, 2025.
- 1.27 "Program Year" means 2023 and is used to manage limits as per the Act.
- 1.28 "Proof of Sale" means documentation confirming the sale of agricultural product that is provided, or verified, by a third party. Acceptable Proof of Sale must be in accordance with Section 3.0 of these Terms & Conditions and must include the following information: date of sale; name of seller that matches the name of the Producer that received the advance; name of buyer; type and quantity of agricultural product; and monies received for the applicable agricultural product.
- 1.29 "Post-Production Report" means a Producer's declaration confirming, to the satisfaction of the Administrator, the quantity of Agricultural Product that has been harvested or produced and how much is held in storage/inventory.



- 1.30 "Repayment Agreement" means the completed Program Application, including these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.31 "SCAP" means the Spring Credit Advance Program.
- 1.32 "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.
- 1.33 "Terms & Conditions" means the content of the Terms and Conditions of this Application and Repayment Agreement.

**2.0 Issuance of the Advance**

- 2.1 Issuance of the Advance - Field Crops & Honey
  - 2.1.1 The Administrator shall issue 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 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, 2023, Producers securing the Advance with production insurance shall provide a copy of a verified Seeded Acreage Report/ Statement of Crop Insurance & Invoice, 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. Honey producers must provide a copy of their storage facility insurance.
  - 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, 2023, 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 1.7, 1.8 and 1.26 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, 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 1.9 and 1.26 of these Terms and Conditions.

**3.0 Repayment of the Advance**

- 3.1 Repayment of the Advance - Field Crops & Honey
  - 3.1.1 The Producer shall repay the amount of the advance as specified in this Repayment Agreement to the Administrator as the Agricultural Products listed on the Advance are sold, and within thirty (30) calendar days of receipt of payment for their agricultural product, but no later than the end of the applicable Production Period. The minimum repayment amount is calculated by multiplying the Advance Rate in effect at the time the advance was issued by the number of production units sold. Repayment can be made with one, or a combination, of the following:
    - (a) where the Producer sells Agricultural Product for which the advance was made to a buyer and requests that the buyer remit a repayment to the Administrator by withholding from any amount they pay to the Producer for each unit of Agricultural Product, until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid. The producer shall remain liable to the Administrator for repayment of any part of the advance where the buyer has failed to remit to the Administrator that part of the advance withheld by it pursuant to its Agreement with the Administrator.

- b) where the Producer sells or disposes of Agricultural Product for which the advance was made and pays directly to the Administrator for each unit of Agricultural Product, until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid.
- c) 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 directly by the BRM Administrator or within five (5) calendar days of receipt of such amounts by the Producer before the end of the applicable Production Period. 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 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 crops and honey repayments made from the beginning of the Production Period to January 31, 2024.
- 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 directly to the Administrator as the Agricultural Products listed on the Advance are sold, and within thirty (30) calendar days of receipt of payment, but no later than the end of the applicable Production Period. The minimum repayment amount is calculated by multiplying the Advance Rate in effect at the time the advance was issued by the number of production units sold. Repayments are required 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 and 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, 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 The total of advance funds issued, plus the administration fee and applicable interest, constitute the amount required to be repaid to CCGA. Repayments for all advance accounts are applied in this order:
    - a) interest-free principal portion of advance;
    - b) interest charges applied;
    - c) interest-bearing principal portion of advance.
  - 3.3.2 This section applies to Field Crop and Honey Advances and Livestock Advances, as referenced respectively in 3.1 and 3.2 above. In addition to those mandatory payments and requirements, the Producer may choose to repay the advance:
    - a) 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 CIBC Prime less 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. Failure to repay such amounts will result in the account being placed in Default.
    - b) by assigning to the Administrator amounts payable under a listed BRM Program or 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.
    - c) 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.
    - d) 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 including CCGA's inspection fee of \$600.00.
  - 3.3.3 This section applies to Field Crop & Honey 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 application 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 reseeding 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 reseeding 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:
  - a) has not met all of the Producer's obligations under the Repayment Agreement by the end of the Production Period;
  - b) is at fault, in CCGA's opinion, for causing or contributing to a decrease in the value of the security taken by CCGA, this includes, cancelling of security such as crop insurance or AgriStability, and not keeping the Agricultural Product in marketable condition;
  - c) 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, and has not met its obligations under the Repayment Agreement in accordance with subsection 21(1)(c) to (c.2) of the Act;
  - d) benefiting from a stay of default becomes in default under the terms of the stay, the producer will also be in default under the repayment agreement; or
  - e) 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:
  - a) 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;
  - b) at any time breaches irremediably any substantial obligation under the Repayment Agreement; or
  - c) 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:
  - a) the amount of the advance outstanding;
  - 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;
  - c) costs incurred by the Administrator to recover the outstanding amount (a \$25 Default Fee is applied immediately upon default and a Collection Service Charge of 3% will be applied to the outstanding balance 45 calendar days after default notice) and interest, including legal costs approved by the Minister;
  - d) the costs, including legal costs, incurred by the Minister to recover those amounts; and
  - e) any other outstanding amounts under the repayment agreement.
- 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 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 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.
- 5.6 If the Producer:
  - a) Defaults and repays in full within six (6) months of being declared in default, the Producer will not be subject to an Ineligibility Period; or
  - b) Repays in full beyond 6 months of being declared in default, the producer will be ineligible to apply for future advances for one year from the date of full repayment of the defaulted advance.
  - c) Defaults at least 2 times during their last 3 years of APP participation, they will be ineligible to apply for future advances for 2 years from the date of full repayment of the second defaulted advance.
  - d) Defaults and AAFC honours the guarantee, the producer will be ineligible to apply for future advances for 3 years from the date of full repayment of the defaulted advance.
  - e) Defaults, AAFC honours the guarantee and the debt is settled through a compromise settlement, the producer will be ineligible to apply for future advances for 6 years from the date of full repayment of the defaulted advance.
  - f) Defaults and AAFC writes off collection of the debt and ceases collection efforts, the producer will be ineligible to apply for future advances. If the producer subsequently provides full repayment, the producer will be ineligible to apply for a future advance for 3 years from the date of full repayment.
  - g) Is declared bankrupt, the producer will be ineligible to apply for future advances for 7 years from the date the bankruptcy is discharged.
- 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. Livestock assignments will be registered only when the Producer becomes in default.
- 5.8 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 repayment of these Default Management Fees from the Producer.

**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) CIBC Prime rate less 0.75% on the amount of the advance designated as interest bearing, calculated daily and compounded monthly;
  - c) CIBC Prime rate less 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 compounded monthly;
  - d) CIBC Prime rate less 0.50% on repayments submitted outside the proof of sale deadlines detailed in paragraph 3.1 and 3.2. 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; and
  - e) The interest rate negotiated with CIBC is different than the interest rate charged by CCGA. The difference helps to cover the costs of CCGA.
- 6.2 In the event that the Producer is declared in Default, the interest payable by the Producer will be:
  - a) CIBC Prime rate plus 1% on the amount of the outstanding balance from the date the advance was cashed to the date the Producer was declared in Default, calculated daily and compounded monthly.
  - b) CIBC Prime rate plus 3% 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 and compounded monthly.
  - c) Where the Producer is declared in Default and the Minister makes a payment of their defaulted Advance, the prime rate referenced in 6.2 (b) will be changed from the prime rate of the Lender to the average prime rate (Prime Business rate) as published in the Daily Digest on the website of the Bank of Canada.

**7.0 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 the Producer being declared in Default if the Advance has been issued. If the Producer misrepresents information and/or fails to provide information that may be deemed important for the verification of the advance application, all benefits under the APP may be forfeited and the Producer may be subject to 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.
- 7.2 The Producer is aware that a recalculation of the advance may occur based on a change to 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.
- 7.3 The Production Period for Agricultural Products commences on October 1, 2022 and terminates September 30, 2024 for winter cereals; commences on April 1, 2023 and terminates on September 30, 2024 for all other field crops, honey, hogs, goats, sheep and lambs; and commences on April 1, 2023 and terminates March 31, 2025 for continuous flow cattle, cattle and bison.
- 7.4 The advance referred to in Sections 1.4, 1.5 and 1.6 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. This means that a repayment must be made by the Producer with the first sale of the Agricultural Product(s).
- 7.5 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.
- 7.6 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.
- 7.7 The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product, including becoming unmarketable.
- 7.8 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 guaranteed Advance, together with interest on it from the date of the Advance, that is attributable to the unmarketable portion of the Agricultural Product.
- 7.9 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. The Producer of livestock must participate in AgriStability before receiving an advance and up until the reimbursement of such advance; the Producer of livestock must demonstrate their participation in the program.
- 7.10 This Repayment Agreement shall be interpreted in accordance with the laws of the Province of Manitoba, Canada.
- 7.11 The Producer shall have multi-peril insurance coverage on their farming operation which includes the entire Agricultural Product for which the Advance was made. This coverage must be sufficient to cover the full extent of the Advance until the Producer's liability is repaid. If the Agricultural Product is stored off-farm at a commercial facility, the Producer must ensure that the commercial facility has such insurance.
- 7.12 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.
- 7.13 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.
- 7.14 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 that may be necessary or proper to carry out the purpose and intent of this Agreement. If a corporation is controlled by a trust or the estate of a Producer that has died must have alternate guarantors (i.e. third-party guarantors) and cannot sign the Joint & Several Liability Guarantee.



- 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, and the producer will give the Administrator, a written notice signed by the producer for "proof of feeding" to avoid the RWPS Penalty
- 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.

**8.0 Temporary Increase to Interest-Free Benefit**

- 8.1 WHEREAS the AMPA Regulations were amended on May 8, 2023, to increase the interest free benefit for all 2023 advances from \$250,000 to \$350,000: and
- 8.2 WHEREAS advances issued at the above limit are contingent on the amended 2023 Advance Guarantee Agreement between the Minister, the Administrator and the Lender being in place.
- 8.3 THEREFORE in respect of an advance made to the producer by the Administrator for the 2023 Program Year, and AMPA Regulations subsequently being amended, the parties hereby agree as follows: The Government of Canada will pay the interest on the first \$250,000 in advances and, effective May 8, 2023, the Government of Canada will pay the interest on an additional \$100,000 in advances.
- 8.4 The Administrator may not enter into any agreement that is not consistent with the terms and conditions of the Advance Guarantee Agreement (AGA).



**DECLARATION OF PRODUCER & REPAYMENT AGREEMENT**

- 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/Guarantors/Beneficiaries is of the age of majority, and I/the majority of the Members/Partners/Shareholders am/are a Canadian Citizen or a permanent resident and will provide proof of those.
- 3) I am, or at least one of the Partners/Shareholders/Members/Guarantors/Beneficiaries is the Producer of the Agricultural Product for which this application is made, or I am, or one of the Partners/Shareholders/Members/Guarantors/Beneficiaries, 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 Related Producer form 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 Related Producer 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)*. AMPA/SCAP/ESCAP.



## DECLARATION OF PRODUCER & REPAYMENT AGREEMENT - continued

- 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/Guarantors/Beneficiaries declare that this Application is consistent with the purpose of the APP.
- 16) I, or the Partners/Shareholders/Members /Guarantors/Beneficiaries certify that all of the information provided in this Application is true and correct in every respect.
- 17) I, or the Partners/Shareholders/Members/Guarantors/Beneficiaries 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) 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 the 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.
- 19) I/We, the Producer must provide sufficient information to attribute the amounts advanced to Related Producers in accordance with ss. 9(2) and 20(2) of the Act.
- 20) I/We, the Producer must identify other previous applications for advances under the APP for the Program Year made by the Producer or any Related Producers during the Program Year or I, the Producer must identify other previous applications for advances under the APP for the Program Year made by the Producer or any Related Producers during the Program Year.
- 21) I/We, the Producer understands that agricultural product failure, spoilage, shrinkage or the bankruptcy of the buyer does not relieve the producer from the obligation to repay advances.
- 22) The information on this form is collected under the authority of section 10 of the Agriculture Marketing Programs Act. Any personal and business information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the Privacy Act and Access to Information Act. The information may also be used for statistical and reporting purposes or to evaluate the scope, direction and effectiveness of agricultural programming. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@CANADA.CA and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140.
- 23) I authorize Canadian Canola Growers Association 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 (CIBC) for the purposes of verifying APP entitlements, verification, assignment and realization of security.
- 24) I consent to the right of the Minister of AAFC to contact me/us for purposes of evaluating AMPA.
- 25) 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.
- 26) 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.
- 27) 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.
- 28) That in order to determine my/our financial situation, I/we authorize CCGA or its Credit Bureau to collect information 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 CCGA my/our personal information, CCGA may treat it as information to be used as an aid to identify me/us with the credit bureau and other parties. I/we further agree to the collection, use and release of information by CCGA in accordance with applicable privacy laws and its privacy policy available at <https://www.ccgga.ca/pages/privacy-terms.aspx>.
- 29) 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.
- 30) 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 CCGA 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.



- 31) I, or the Partners/Shareholders/Members/Guarantors/Beneficiaries, 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 a 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.
- 32) I authorize Canadian Canola Growers Association 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 purpose of verifying benefits under the APP.
- 33) That Canadian Canola Growers Association, 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 Canadian Canola Growers Association 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 Canadian Canola Growers Association.
- 34) I acknowledge that CCGA, on behalf of the federal government, may register an assignment with the provincial production insurance agency without further notice, giving Canadian Canola Growers Association priority on any production insurance payouts up to the amount owing on the Advance, plus any interest.
- 35) I acknowledge that CCGA, or the Federal Government, may register an assignment on BRM Program payments giving Canadian Canola Growers Association priority on any BRM Program payments up to the amount owing on the Advance, plus any interest.
- 36) 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.
- 37) 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 CCGA immediately.
- 38) Authorization to Collect and Disclose Information - Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions may disclose my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, to CCGA 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, Global Ag Risk Solutions information, and income and expenses related to my business or farming operation.
  - a) Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions may collect my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, from CCGA and AAFC for the purpose of AAFC's Advance Payments Program.
  - b) AAFC and CCGA 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 CCGA.
  - c) I acknowledge that Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions may also collect and disclose corporate information for these purposes.
- 39) I understand that any subsequent advance that I am requesting is subject to the Administrator receiving additional financial authority via the amendment of the Advance Guarantee Agreement.
- 40) I authorize the Administrator to assign an account type (interest free or interest bearing) to specific commodities on the advance in order to maximize the interest free benefit.
- 41) I authorize the Administrator to redistribute advances among related producers to maximize the interest free benefit.
- 42) I acknowledge that CCGA, in compliance with Canada's anti-spam legislation, may use personal contact information including email address, telephone and mobile telephone number to send information to me about the APP, specific issues related to my advance, or other information related to policy and advocacy work that CCGA undertakes on behalf of farmers. I can at any time opt out of such communications by contacting CCGA at [ccga@ccga.ca](mailto:ccga@ccga.ca), but in doing so understand that I may no longer receive important notifications about my cash advance including information such as important deadlines or notifications of non-compliance with the APP. I also understand CCGA may still send me communications where my consent is not required.
- 43) Related to Section 8.0 Temporary Increase to Interest-Free Benefit:
  - a) I understand that the additional advance I am requesting is subject to the Administrator receiving additional financial authority via the amendment of the Advance Guarantee Agreement
  - b) I authorize the Administrator to assign an account type (interest free or interest bearing) to specific commodities on the advance in order to maximize the interest free benefit.
  - c) I acknowledge that all repayment of advances shall be allocated first towards the balance of the interest free account before reducing the balance of the interest bearing account.
  - d) I acknowledge that I remain responsible for paying the interest which accrued prior to May 8, 2023, on advances over \$250,000, at the rate defined in the original repayment agreement.



# ADVANCE RATES FOR COMMODITIES

Advance rates are effective April 1, 2023, but are subject to change during the applicable production period. Go to [www.ccg.ca](http://www.ccg.ca) or call 1-866-745-2256, option 1, to obtain the most recent advance rates.

Field Crops (\$/MT)	BC	AB	SK	MB
Barley	160.05	160.05	155.20	155.20
Barley - Feed	150.35	150.35	145.50	145.50
Beans - Other Coloured	494.70	494.70	485.00	485.00
Beans - Pinto	499.55	499.55	523.80	523.80
Beans - White	509.25	509.25	499.55	509.25
Buckwheat	421.95	421.95	421.95	421.95
Camelina	361.12	359.35	359.35	359.35
Canary Seed	383.15	383.15	383.15	383.15
Canola	397.70	397.70	397.70	397.70
Carinata	>>>	Contact	Us	<<<
Chickpeas - Desi	349.20	349.20	349.20	342.16
Chickpeas - Kabuli	397.70	397.70	397.70	395.73
Corn	185.21	185.21	147.02	147.02
Corn - Feed	184.30	184.30	145.50	145.50
Durum	194.00	194.00	194.00	194.00
Fababeans	194.00	194.00	194.00	190.50
Flax	300.70	300.70	300.70	300.70
Flax Organic	601.40	601.40	601.40	601.40
Hemp Seed	919.56	919.56	919.56	919.56
Lentils	320.10	320.10	320.10	192.46
Millet - All varieties	267.42	267.42	267.42	267.42
Mustard	853.60	853.60	853.60	853.60
Oats	135.80	135.80	126.10	150.35
Oats - Feed	135.80	135.80	126.10	150.35
Oats Organic	271.60	271.60	252.20	300.70
Peas - Dry	194.00	194.00	194.00	190.50
Peas Organic	378.30	378.30	378.30	378.30
Rye - Fall	111.55	111.55	111.55	111.55
Rye - Spring	116.40	116.40	116.40	116.40
Soybeans	281.30	281.30	281.30	281.30
Sunflower - Non-Oil	449.08	449.08	449.08	449.08
Sunflower - Oil	384.93	384.93	384.93	384.93
Triticale	116.40	116.40	116.40	116.40
Wheat	174.60	174.60	174.60	174.60
Wheat - Feed	145.50	145.50	145.50	145.50
Wheat Organic	291.00	291.00	291.00	291.00
Winter Wheat	135.80	135.80	135.80	135.80
Winter Wheat Organic	184.30	184.30	184.30	184.30

Field Crops (\$/lb)	BC	AB	SK	MB
Coriander	0.3298	0.3298	0.3298	0.3298
Quinoa	N/A	0.4365	0.4365	0.4365
Quinoa Organic	N/A	0.5820	0.5820	0.5820

Sweeteners (\$/lb)	BC	AB	SK	MB
Honey	1.45	1.21	1.21	1.21

Forage Hay (\$/MT)	BC	AB	SK	MB
Alfalfa	106.70	106.70	106.70	106.70
Hay	87.30	87.30	87.30	87.30
Timothy Hay* - Choice	67.90	67.90	67.90	67.90
Timothy Hay* - Premium	72.50	72.50	72.50	72.50
Timothy Hay* - Standard	77.60	77.60	77.60	77.60
Timothy Hay* - Supreme	82.45	82.45	82.45	82.45

Grass Seed (\$/lb)	BC	AB	SK	MB
Alfalfa Seed	0.6790	0.6790	0.6790	0.6790
Meadow Brome Grass Seed	0.9700	0.9700	0.9700	1.4550
Smooth Brome Grass Seed	0.9700	0.9700	0.9700	1.4550
Crested Wheat Grass Seed	0.5335	0.5335	0.5335	0.5335
Clover Seed - Alsike	0.5820	0.5820	0.5820	0.5820
Clover Seed - Single Cut Red	0.5335	0.5335	0.5335	0.5335
Fescue Seed - Sheeps	0.5335	0.5335	0.5335	0.5335
Fescue Seed - Creeping Red	0.5820	0.5820	0.5820	0.5820
Annual Rye Grass Seed Common	0.1940	0.1940	0.1940	0.4850
Perennial Rye Grass Seed	0.2910	0.2910	0.3395	0.3395
Timothy Hay - Seed	0.3395	0.3395	0.3395	0.3395

Livestock (\$/head)	BC	AB	SK	MB
Bison (650-750 lbs)	847.78	847.78	847.78	847.78
Bison (900-1050 lbs)	1198.19	1198.19	1198.19	1198.19
Cattle (400-700 lbs)	991.10	1000.31	997.65	997.65
Cattle (700-900 lbs)	1030.14	1043.72	1034.02	1028.20
Cattle (900-1250 lbs)	1162.79	1165.21	1162.79	1157.45
Cattle (over 1250 lbs)	1514.17	1517.57	1514.17	1507.38
Cattle Organic (400-700 lbs)	1009.29	1009.29	1009.29	1009.29
Cattle Organic (700-900 lbs)	1046.15	1046.15	1046.15	1046.15
Cattle Organic (900-1250 lbs)	1173.22	1173.22	1173.22	1173.22
Cattle Organic (>1250 lbs)	1527.75	1527.75	1527.75	1527.75
Cattle CF (400-700 lbs)	991.10	1000.31	997.65	997.65
Cattle CF (700-900 lbs)	1030.14	1043.72	1034.02	1028.20
Cattle CF (900-1250 lbs)	1162.79	1165.21	1162.79	1157.45
Cattle CF (>1250 lbs)	1514.17	1517.57	1514.17	1507.38
Cattle CF Organic (400-700 lbs)	1009.29	1009.29	1009.29	1009.29
Cattle CF Organic (700-900 lbs)	1046.15	1046.15	1046.15	1046.15
Cattle CF Organic (900-1250 lbs)	1173.22	1173.22	1173.22	1173.22
Cattle CF Organic (>1250 lbs)	1527.75	1527.75	1527.75	1527.75
Hogs CF Weanlings	32.01	32.01	32.01	32.01
Hogs CF Feeder	49.47	49.47	49.47	49.47
Hogs CF Market	114.70	114.70	114.70	114.70
Goats (under 50 lbs)	49.71	49.71	49.71	49.71
Goats Kids (50-70 lbs)	93.36	93.36	93.36	93.36
Goats (over 70 lbs)	108.16	108.16	108.16	108.16
Lambs (45-60 lbs)	69.84	69.84	69.84	69.84
Lambs (61-79 lbs)	85.36	85.36	85.36	85.36
Lambs (80-109 lbs)	107.67	107.67	107.67	107.67
Lambs (over 110 lbs)	134.10	134.10	134.10	134.10
Sheep	93.85	93.85	93.85	93.85

\*for export only  
CF = continuous flow  
0323A



**PLEASE NOTE THESE IMPORTANT DATES BEFORE COMPLETING THIS APPLICATION.**

Farmers who receive a cash advance under the APP are solely responsible for meeting all program deadlines, as outlined below. Failure to meet deadlines and all other terms and conditions contained in this agreement can result in an advance being placed into default. If you ask a third party, such as your crop insurance agency or your grain elevator, to submit any type of documentation to CCGA on your behalf, it is your responsibility to ensure that information is received in our office on time. **Advances must be repaid as agricultural products are sold.**

April 1, 2023	2023/24 advances available for all commodities
June 20, 2023	Last date to apply for an Intended Seeding Advance and an Intended Honey Production Advance
July 31, 2023	Last date to transfer an Intended Seeding Advance to Actual Seeded Advance or an Intended Honey Production Advance to an Anticipated Honey Production Advance
Dec 31, 2023	Last date to: a) transfer an Actual Seeded Advance to a Post-Harvest Advance; b) transfer an Anticipated Honey Production Advance to an Actual Honey Production Advance, c) transfer a Spring Livestock Advance to a Fall Livestock Advance, or d) to repay an Actual Seeded Advance, an Anticipated Honey Advance or a Spring Livestock Advance without transfer
January 31, 2024	Last date to make crop and honey advance repayments without providing Proof of Sale Documentation
March 15, 2024	Last date to apply for 2023/24 Post-Harvest Advance, an Actual Honey Production Advance, or a 2023/24 Fall Livestock Advance
Sept 30, 2024	Last date to repay 2023/24 Advance for field crops, honey, goats, sheep or lambs. Advances for continuous flow hogs must be repaid within 12 months of the advance issue date or by the end of the production period (September 30, 2024), whichever is earlier.
March 31, 2025	Last date to repay 2023/24 cattle, continuous flow cattle or bison advance. Advances for continuous flow cattle must be repaid within 12 months of the advance issue date or by the end of the production period (March 31, 2025), whichever is earlier.

Canadian Canola Growers Association  
 600-1661 Portage Avenue, Winnipeg, Manitoba R3J 3T7  
 Toll-free: 1-866-745-2256, option 1, Fax: 1-204-788-0039  
 Email applications: [apply@ccga.ca](mailto:apply@ccga.ca)  
 Email balance or repayment questions: [repay@ccga.ca](mailto:repay@ccga.ca)

[WWW.CCGA.CA](http://WWW.CCGA.CA)



Agriculture and Agri-Food Canada

Advance Payments Program

Agriculture et Agroalimentaire Canada

Programme de paiements anticipés