

AgriStability Participant Declaration

Identification Number	AgriStability PIN - add zeros at front to equal 8 digits
8 7 0 _____	_____

Client Information
Business Name _____
Business Address _____
Contact Person (Must be a Client, or Shareholder of the company) _____

Instructions
All known information must be recorded above. If an Identification Number has not been issued, provide your Social Insurance Number or Business Number:
SIN or BIN: _____

Part II – AgriStability Participant Declaration
<p>I hereby declare that the terms of this declaration shall govern my participation in the AgriStability Program in all years that I participate in that program, and that:</p> <ol style="list-style-type: none"> all of the information that I, my authorized representative and any other participant(s) named herein have provided to date or will provide to the Agriculture Financial Services Corporation ("AFSC") in the future is accurate, true, complete, correct and not misleading. I also understand and acknowledge that I am obligated to ensure that all of the information that has been provided to the AFSC in relation to my farming activities and operations by me, my authorized representative and any other participant(s) named herein is complete, accurate, correct and true and is not misleading; neither I, my authorized representative nor any other participant(s) named herein shall alter my or their farming operation, business structure or accounting methods in order to receive or attempt to receive a benefit or entitlement, or to attempt to receive an increase of a benefit or entitlement under the AgriStability Program except upon reasonable notice to the AFSC, whereupon the AFSC may in its absolute discretion make whatever adjustments it deems necessary to determine program benefit entitlement; I understand and acknowledge that I am required to provide the Agriculture Financial Services Corporation ("AFSC") with all information and records relevant to my farming operations, and the farming operations of any other participant(s) named herein, and that neither I nor any other participant(s) named herein will be relieved from any obligations or from any liability whatsoever in the event that incomplete, inaccurate, incorrect, misleading or untrue information has been provided to date or is provided to the AFSC in the future by me, my authorized representative or any other party, whether or not such information is provided or has been provided fraudulently, negligently or innocently to the AFSC;

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Do Not Use This Area	Date Stamp – primary	Date Stamp – secondary

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4. I understand and acknowledge that I and any other participant(s) named herein may be denied payment of benefits, awards and the opportunity to participate in or to continue to participate in the AgriStability Program in the event that incomplete, inaccurate, incorrect, misleading or untrue information has been provided to date or is provided in the future to the AFSC in relation to my farming activities and operations, or in relation to the farming activities of any other participant(s) named herein, whether that incomplete, inaccurate, incorrect, misleading or untrue information is provided or has been provided to the AFSC innocently, negligently or fraudulently by me, my authorized representative or any other participant(s) hereunder;
5. I understand that the AFSC will rely upon the information that I, my authorized representative and any other participant(s) named herein have provided or will provide in the future in order to determine my entitlement and the entitlement of other participants named herein to participate in and receive payment of benefits and awards pursuant to the AgriStability Program;
6. I understand that any inaccurate, untrue, incomplete, misleading or incorrect information provided may adversely affect the AFSC and may adversely affect me and other participant(s) named herein;
7. I consent to the release of all of the information that has been provided to date or will be provided in the future by me and my authorized representative, including all of my personal information, including but not limited to, all such information provided to the Canadian Revenue Agency (CRA), Agriculture and Agri-Food Canada, AgriInvest Administrators, Alberta Ministry of Agriculture and Irrigation, all programs administered by the AFSC including but not limited to the AgriInsurance program, AgriStability program, AgriInvest program, and AgriRecovery Initiatives and all other persons, agencies and parties as the AFSC in its absolute discretion deems necessary for:
 - (i) the administration of all current and future AFSC Federal and provincial programs related to agriculture, including but not limited to the AgriStability program, AFSC lending and AFSC insurance;
 - (ii) the AFSC, Federal and provincial policy and program development;
 - (iii) the AFSC, Federal and provincial policy and program evaluation;
 - (iv) research and statistical development; and
 - (v) statistical purposes.
8. I consent to the release to the AFSC of all of my information and the information of any other participant(s) named herein, and for the purposes set out in section 7 (i)-(v), including but not limited to my personal information and the personal information of any other participant(s) named herein as defined by the *Freedom of Information and Protection of Privacy Act* of Alberta, the *Personal Information Protection Act* of Alberta and any other Federal or Provincial legislation, relating to my farming operations and the farming operations of any other participant named herein, which is or may be in the possession of any other party, as the AFSC may in its absolute discretion require, including but not limited to records of commodity sales and purchases and farm input costs.
9. in consideration of the AFSC reviewing my application to participate in the AgriStability Program, for each and every year that I participate in the AgriStability Program I agree:
 - (i) to allow the AFSC and its representatives complete access to my farm and all of my farm records, and the said records of any other participant(s) named herein, wheresoever situated, immediately upon demand made to me or any other participant(s) named herein;
 - (ii) to notify the AFSC within sixty (60) days in writing of any changes to the information originally provided by me, my authorized representative or any other participant(s) named herein, including but not limited to receipt of any CRA Notice of Reassessment or other relevant information by me, my authorized representative or any other participant(s) named herein, for any program year or for any reference year;

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- (iii) that AgriStability Program information, including but not limited to taxation records and all information provided to date and the future, may be combined with the information of other participants in the AgriStability Program for the purpose of determining AgriStability Program entitlements, and I consent to the release of that information to other AgriStability Program participants with whom I, or any other participant(s) named herein, am being or may be combined;
- (iv) that I will be bound by and comply with all Federal and Provincial legislation, regulations and policy relating to the AgriStability Program, including, without limiting the generality of the foregoing, the provisions of the AgriStability Program Guidelines (as amended from time to time), the provisions of the AgriStability Program Handbook (as amended from time to time), and the provisions of any Implementation Agreement enabling and related to the AgriStability Program (as amended from time to time), each of which are incorporated by reference hereto;
- (v) that the AFSC may deduct from my AgriStability Program benefit, or such benefit payable to any other participant(s) named herein, any amount which the AFSC in its absolute discretion determines is owing by me, or any other participant(s) named herein, to the AFSC, the Government of Alberta, the Government of Canada, or any Federal or Provincial department, agency or Crown Corporation;
- (vi) that I shall immediately upon demand repay to the AFSC any and all AgriStability Program overpayments which the AFSC may in its absolute discretion determine that I, or any other participant(s) named herein, have received and that I shall pay interest to the AFSC on such overpayments calculated at the Canadian Imperial Bank of Commerce prime rate plus 2% per annum, adjusted quarterly and calculated 30 days from the notification date that I or my authorized representative or any other participant(s) named herein received payment, to the date of repayment in full to the AFSC. Any demand for repayment may be made by registered mail to the address described in Part I "Participant Information", and shall be deemed to have been received by me or my authorized representative and any other participant(s) named herein three (3) days after posting; I agree that payment of the amounts owing to AFSC are enforceable in the manner set out in the Act or by remedies generally available to AFSC at law. I agree to pay all charges, costs or expenses incurred by AFSC, including its administrative and clerical costs, and its legal expenses on a solicitor and his own client full indemnity basis, related to the enforcement of any of my obligations under the AgriStability program;
- (vii) that the AFSC is not obligated to accept my application, my application submitted by authorized representative or the application of any other party for participation in the AgriStability Program, and that the AFSC has the absolute discretion to refuse my application, the application of my authorized representative and the application of any other party in the event that I, my authorized representative or any other party named herein fails, neglects or refuses to provide any documentation or information requested by the AFSC;
- (viii) that I and any other participant(s) named herein may be denied current and future AgriStability Program participation and AgriStability Program payments in the event that the AFSC in its absolute discretion determines that:
 - (a) any information provided by me, my authorized representative or any other participant(s) named herein to the AFSC or to the CRA was at the time it was provided or subsequently became inaccurate, incomplete, incorrect, misleading or untrue, whether or not such inaccurate, incomplete, incorrect, misleading or untrue information was knowingly, intentionally, negligently or innocently provided by me, or on my behalf by my authorized representative or any other participant(s) named herein; or
 - (b) I, my authorized representative or any other participant(s) named herein have failed, refused or neglected to strictly comply with any of the terms or conditions governing my participation in the AgriStability Program, including but not limited to failing, refusing or neglecting to deliver documentation or information requested by the AFSC;
- 10. that in the event that I have signed this document on behalf of a corporate entity, I am an officer of that corporate entity with lawful authority to sign on behalf of that corporate entity, and that corporate entity is currently duly registered and actively carrying on business in Alberta and is properly and completely named and described in this document;
- 11. that I am obligated to retain, preserve and produce to the AFSC immediately upon demand all documents and records of every kind whatsoever relating to my farming activities and operations, and the farming operations and activities of any other participant(s) named hereunder, for the production year to which any application for an award or benefit applies, and also for a period of seven (7) consecutive years preceding the production year to which such application applies. I further understand and agree that, in the event that any of the documents or information in any form are in the possession of any other person or party I am obligated to recover and deliver all such documents and information to the AFSC forthwith upon demand by the AFSC, and I agree to fully cooperate with the AFSC in order to recover such documents and information and I agree to execute any and all further documents that the AFSC may request that I execute in order to recover such documents and information. I further agree that I shall be liable to pay for all costs incurred to obtain or to attempt to obtain such documentation or information;

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12. in the event that my participation or the participation of any participant(s) in the AgriStability Program expires, terminates or is terminated for any reason, then my obligations hereunder and the obligations of any of the other participant(s) named herein shall survive such termination;
13. my obligations and the obligations of any other participant(s) named hereunder shall continue and shall survive in the event that there is a material change or a nonmaterial change of any of the terms or conditions of the AgriStability Program; and
14. all claims that I make or that are made on my behalf or on behalf of any other participant(s) named herein may be subject to either or both a pre-payment and a post-payment audit as directed and deemed appropriate by the AFSC in its absolute discretion. I shall fully cooperate with all such audits. The AFSC shall be entitled to audit all claims or the documentation or information submitted in support of any claim, including but not limited to claims or the documentation or information submitted in support of any claim that have been audited, reviewed or otherwise approved by an accredited accounting firm or designated individual or financial institution, notwithstanding that any claim or the documentation or information submitted in support of any claim has been accepted or otherwise determined to be correct by the CRA.
15. I consent to AFSC using, providing and accepting my information contained in this form in electronic format. I also consent to AFSC accepting this form of electronic signature that I place on this form as legally binding as if it were my original ink signature.

Signature - Participant / Signing Officer

Printed Name - Participant / Signing Officer

Date: _____

To contact AFSC or submit forms

Return the signed AgriStability Participant Declaration form to AFSC:

Mail: 5718 - 56 Avenue, Lacombe, AB. T4L 1B1

Email: info@afsc.ca

Fax: 1.855.700.2372

For inquiries, contact us at 1.877.899.2372 or email info@afsc.ca