

**AGRICULTURAL MARKETING PROGRAMS ACT (AMPA)
ADVANCE PAYMENTS PROGRAM
REPAYMENT AGREEMENT BETWEEN
DEFAULTED PRODUCER AND ADMINISTRATOR**

AGREEMENT DATED THIS _____ DAY OF _____, _____

between _____

_____ hereinafter referred to as the "Producer"

and _____

_____ hereinafter referred to as the "Administrator"

Whereas the Producer has defaulted with respect to the advance given to the Producer by the Administrator in the amount of _____ dollars for the crop in the _____ crop year (hereinafter referred to as the "advance"); and

Whereas the Producer owes to the Administrator the amount of _____ dollars including interest to and including the _____ day of _____, _____ and which interest shall continue to accumulate at the rate of _____, the Administrator and the Producer agree and covenant as follows:

1. The Producer recognizes its debt in the amount of _____ dollars with interest at the interest rate of _____ as specified in the Advance Repayment Agreement signed by the Producer on _____, plus all costs associated with the collection of the debt to the Administrator, including legal costs.
2. Repayment of the debt shall be made as follows:
 - (a) _____ dollars on the _____ day of each month beginning on _____, _____
 - or (b) _____
3. The Producer is aware that should the conditions of this agreement not be met, legal action will follow and all costs associated with that legal action will be added to the Producer's outstanding debt.
4. Where the Producer has breached any term of this agreement, the Producer shall consent to the Administrator taking judgement against the Producer in the amount of _____ dollars representing the amount of principal owing on the advance and accumulated interest to the day of the breach plus interest at the rate of _____ on the unpaid amount of the advance and interest indicated herein plus costs of judgement.

IN WITNESS WHEREOF the Administrator has caused its seal to be affixed and attested to by the hands of its duly authorized officers and the authorized partner has set its hand and seal.

Sealed, delivered and attested to by the Producer in the presence of,	▶		
	▶	Witness (must not be a relative)	Signature of Producer
	▶		
	▶	Please Clearly Print Name	

Sealed, delivered and attested to for the Administrator by	▶		
	▶	Position of Officer	Signature of Officer
	▶		

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.