



THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

BETWEEN: \_\_\_\_\_

having an office at \_\_\_\_\_ in the Province of \_\_\_\_\_  
(herein called "the Lender") OF THE FIRST PART:

- and -

HER MAJESTY THE QUEEN in Right of the Province of Saskatchewan, as represented by the Minister  
of Agriculture and Food (herein called "the Province") OF THE SECOND PART:

- and -

THE \_\_\_\_\_, a body corporate  
with an office at \_\_\_\_\_ in the Province of Saskatchewan  
(herein called "the Association") OF THE THIRD PART.

Cattle

Sheep

WHEREAS:

- A. The Lender has agreed to lend money to the Association for the purpose of acquiring breeding stock as trustee for members of the Association, (herein called "the guaranteed loan");
- B. The Association has agreed to borrow money from the Lender under the guaranteed loan for the purpose of acquiring breeding stock for members of the Association; and
- C. The Lender is desirous of obtaining the guarantee of the Province pursuant to the provisions of Part VI of *The Farm Financial Stability Act* (herein called "the Act") and Regulations thereunder (herein called "the Regulations").

THE PARTIES AGREE WITH EACH OTHER AS FOLLOWS:

- 1. This Agreement shall have no force and effect unless and until a guarantee is signed by the Province pursuant to subsection 46(3) of the Act; (herein called "the guarantee").
- 2. The Province shall not be liable to pay any funds under the guarantee unless the Lender has taken all reasonable steps to recover the debt due from the Association without commencing legal proceedings.
- 3. Every loan made by the Lender to the Association shall be in respect of breeding stock identified in a breeder agreement and all funds held by the Association as a result of the sale of such breeding stock and their offspring shall be held in respect of the breeder member that is a party to such breeder agreement.
- 4. Notwithstanding this or any other agreement to the contrary, but subject to the Regulations, where an advance to the Association for a particular breeder member is in arrears, breeding stock and their offspring and proceeds of the sale of breeding stock and their offspring held in respect of another breeder member shall not be used by the Association or accepted, seized or attached in any manner by the Lender to retire the advance in arrears without the consent of such other breeder member.
- 5. The Province shall not be liable under the guarantee unless the Lender obtains from the Association such security as the Province shall require in writing before the date of the guarantee.
- 6. The Province shall not be liable on the guarantee with respect to any advances unless the breeder and the Association enter a breeder agreement in substantial compliance with Schedule B to this Agreement or in such other form as may be acceptable to the Province.
- 7. The Lender shall prepare a written report for each preceding month during the time the guaranteed loan is outstanding and deliver each report to the Association and the Provincial Supervisor before the 15th day of the month, each such report to contain the following information:
  - (a) the principal and accrued interest owed by the Association with respect to advances taken on behalf of each member to the end of each month being reported;
  - (b) the dates that all advances were made by the Lender to the Association;
  - (c) identification of accounts due in the month following the month for which each written report is made; and
  - (d) identification of all accounts overdue.
- 8. This Agreement shall be subject to the Act and any regulations or order-in-council made thereunder and, without restricting the generality of the foregoing, any right given to the Province pursuant to this Agreement is in addition to and not in substitution for any right given to the Province under the Act and any regulation or order-in-council made thereunder.
- 9. Any waiver by the Province of performance by the Association or the Lender or both of them of any covenant, condition, term or other requirement to be performed by them or either of them hereunder will apply only to the instance then at hand, and unless the contrary is expressed in writing, such waiver will not effect a further waiver of such covenant, condition, term or other requirement.
- 10. This Agreement shall be governed and construed by the laws of Saskatchewan.
- 11. This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have signed this Agreement effective as of the date first expressed herein.

HER MAJESTY THE QUEEN in Right of the Province of Saskatchewan as represented by the Minister of Agriculture, Food and Rural Revitalization. By: _____
--------------------------------------------------------------------------------------------------------------------------------------------------------------

\_\_\_\_\_  
 Association  
 per: \_\_\_\_\_  
           (Signing Officer)  
 per: \_\_\_\_\_  
           (Signing Officer)

\_\_\_\_\_  
 Lender  
 per: \_\_\_\_\_

Sign all copies individually.

## Three Party Agreement (Breeder)

### **Purpose**

The *Three Party Agreement (Breeder)* form (CF8) is a contract between the breeder association, the lender and the Government of Saskatchewan.

The form is to be used when:

- a new association is formed; **or**
- an existing association changes its lender.

The *Three Party Agreement (Breeder)* states that:

- the lender has agreed to lend money to the association for the purpose of acquiring breeding stock on behalf of its members;
- the association has agreed to borrow money from the lender for the purpose of acquiring such livestock, providing the criteria set forth in the body of the *Three Party Agreement (Breeder)* is met by both the lender and the association; **and**
- the Government of Saskatchewan agrees to provide a guarantee to the lender.

### **Completion**

- 1) If the association wishes to operate both the feeder option and the breeder option, a separate *Three Party Agreement* must be completed for each option.
- 2) Before an association is in a position to sign the *Three Party Agreement (Breeder)* it must:
  - be registered as a corporation or a co-operative;
  - elect a board of directors and executive, and appoint a local supervisor and secretary-treasurer;
  - name the signing authorities for the association; **and**
  - receive agreement from a lender to provide loans to the association.
- 3) The *Three Party Agreement (Breeder)* must be signed by both the lender and the association, and all three copies are forwarded to the provincial supervisor along with:
  - the *Guarantee Application (Breeder)* (CF6);
  - a copy of the membership list including member's address and telephone number(s);
  - a copy of the *Incorporation Certificate*;
  - the *Management Information Summary* (CF2);
  - the *Local Supervisor / Secretary-Treasurer Confirmation* (CF3); **and**
  - all *Membership Applications* (CF9).
- 4) The material listed in #3, in its entirety, comprises a formal guarantee application package.
- 5) The *Three Party Agreement (Breeder)* must be signed by all three parties before it comes into effect.
- 6) The three copies of the *Three Party Agreement (Breeder)* will be allocated as follows:
  - The green copy will be sent to the association.
  - The pink copy will be sent to the lender.
  - The yellow copy will be retained by the provincial supervisor.
- 7) Copies of the *Three Party Agreement (Breeder)* can be obtained from the provincial supervisor.