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Box 719, Gull Lake, SK S0N 1A0

## SWT CREDIT APPLICATION

*for purposes of purchasing crop inputs on trade credit*

BORROWER LEGAL NAME	TRADING AS (IF DIFFERENT THAN LEGAL NAME)	REQUESTED CREDIT LIMIT
OWNERSHIP NAME	OWNERSHIP TYPE	
SHAREHOLDERS	SHAREHOLDER PERCENTAGES	DATE BUSINESS WAS ESTABLISHED
ADDRESS	CITY/TOWN, PROVINCE	POSTAL CODE
CELL PHONE	HOME PHONE	EMAIL ADDRESS

MAIN FINANCIAL INSTITUTION	ADDRESS	CONTACT PERSON/PHONE NUMBER
GROSS FARM INCOME (ANNUAL)	GROSS NON-FARM INCOME (ANNUAL)	SOURCE OF NON-FARM INCOME
OTHER LOANS OR ADVANCES (AMOUNT OWING)	WITH WHOM	OUTSTANDING CCGA CASH ADVANCE
OUTSTANDING CROP INPUTS ACCOUNTS (OWING)	CROP INPUTS RETAILER	

ACRES OWNED	ACRES RENTED	INTENDED SEEDED ACRES
PASTURE ACRES	HAIL/CROP INSURANCE	
AGRISTABILITY	GLOBAL AG RISK	

REFERENCES	NAME	ADDRESS & PHONE
CHEM/FERT/SEED		
FUEL		
EQUIPMENT/PARTS		

*Please complete the form, sign in all required places, and return to [credit@swt.ca](mailto:credit@swt.ca)*

### Credit Application – Applicant Authorization

I/We authorize and consent that South West Terminal Ltd. and/or its agents may obtain financial and non-financial information and disclose financial and non-financial information in connection with the credit application, or any loan made, including the exchange of credit information with any creditor, credit grantor, credit broker, credit reporting agency or any other person with whom I/We have had, now have, or propose to have business and financial dealings.

I/We authorize South West Terminal Ltd. to obtain copies of my/our financial and/or business information held by any other program administered by any entity related to South West Terminal Ltd. in which I/We have participated, am now participating, or propose to participate, and I consent to the disclosure of any such information.

I/We declare that all of the information provided in support of this credit application is accurate and true and understand that I/We must notify South West Terminal Ltd. immediately if there is any change in the information contained in this credit application, or if any of the information is found to be inaccurate or untrue. Should the information supplied not be true, South West Terminal Ltd. may cancel this credit application.

This credit application and agreement may be executed in separate counterparts, each of which is original, and which shall be deemed one and the same instrument and shall be fully effective as of the date executed copies are exchanged between the parties. Counterparts may be executed in original or electronic form and the parties adopt any signature received electronically as original signature of the parties.

Applicant Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The personal information on this credit application, and any additional information provided separately in relation to this credit application, is collected under the South West Terminal Ltd. Privacy Policy and the authority of the Personal Information Protection and Electronic Documents Act (PIPEDA) and will be used to evaluate your eligibility for new and/or existing financing with South West Terminal Ltd., as well as the ongoing administration of your financing or any other program with South West Terminal Ltd. Your information is subject to the provisions of the South West Terminal Ltd. Privacy Policy and PIPEDA Act.

If you have any questions about this credit application and the collection and use of information, or require a copy of the South West Terminal Ltd. Privacy Policy or the PIPEDA Act, please contact South West Terminal Ltd. Box 719 Gull Lake, SK S0N 1A0, (306) 672-4112, Attention: South West Terminal Ltd., Credit & Collections Analyst.

Purchase Money Security Interest Agreement

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

South West Terminal Ltd. ("SWT")

And

("The Producer")

WHEREAS:

1. **THE PRODUCER** has requested **SWT** to sell in advance payment, seed, fertilizer, chemicals and other products or services ("the Products") including the given in value to enable the producer to produce a crop ("the Crop") for the producing season this year and **SWT** is willing to do so subject to the terms herein;
2. **SWT** has requested and **THE PRODUCER** has agreed to pledge a security interest in the Products and in the Crop into which the said products are converted;

THEREFORE, in consideration of the agreement contained herein made by them, the parties hereby agree as follows:

1. **SWT** may, with no obligation to do so, sell any of the products, or give value to **THE PRODUCER** from time to time.
2. The credit extended to **SWT** to **THE PRODUCER** will not be charged interest or service charges until Net 30 days of the invoice date.
3. **THE PRODUCER** agrees to pay no later than November 30 of the current year, the entire account of **SWT**, including all interest and all service charges accrued from the date of this agreement.  
**THE PRODUCER** further agrees to that a service fee will be charged to the account at a rate of .75% per month compounded monthly or 9% per annum, charged to the account monthly from the Net 30 days of the invoice date.  
**THE PRODUCER** further agrees to the above service fee will apply until November 30 of the crop year at which time the rate will increase to 1.5% per month compounded monthly or 18% per annum.
4. **THE PRODUCER** grants to **SWT** as security for its account.
  - a. A purchase-money security interest in the products sold by **SWT** to **THE PRODUCER** and in all proceeds therefrom, **SWT** retains title to the products sold until payment in full of the amount secured, and
  - b. A security interest in the crop(s) and all proceeds therefrom. **THE PRODUCER** hereby mortgages and charges **SWT** by way of a fixed and specific mortgage and charge all of the specified crops and proceeds therefrom. The parties intend this security agreement to attach immediately upon the entering into of this Agreement. The security interest will attach to the products to the sale and in the crop upon the entering of this Agreement. To the extent of the **Personal Property Security Act** delays attachment until the crop becomes "a growing crop" the this Agreement will cause attachment to the crop to occur first under this arrangement due to the prior attachment as seed or inputs and then under any other agreement on which **THE PRODUCER** may have entered into.
5. **THE PRODUCER** shall deliver the crop forthwith after the harvest to **SWT** branch at Gull Lake, or as **SWT** shall direct in writing. **THE PRODUCER** shall not otherwise sell or otherwise dispose of the crop. Should **THE PRODUCER** sell or dispose of the crop otherwise than in accordance with these provisions the proceeds of the sale of the crop are to be held by **THE PRODUCER** for the benefit of **SWT** in the event that the crop is destroyed or damaged thus giving rise to payment under any insurance policy then the insurance payments are to be held as if they were proceeds of the sale of the crop by **THE PRODUCER** as trustee for the benefit of **SWT** Any surplus whether by disposition of the crop by **THE PRODUCER** or by payment of insurance to **THE PRODUCER** shall be returned forthwith to **THE PRODUCER** and any deficiency shall be paid forthwith to **SWT** by **THE PRODUCER**.
6. **THE PRODUCER** covenants to:
  - a. Insure and keep insured the Crop for its full value against any and all risk of loss or damage and all such insurance and the loss payable thereunder is hereby assigned to **SWT** A certify copy of the insurance policy shall be provided by **THE PRODUCER** forthwith upon request. Should **THE PRODUCER** fail to insure the crop, **SWT** may at its discretion, arrange for coverage and add the cost to its account.
  - b. Keep the Crop free of all liens, encumbrances and taxes.
  - c. Care for the crop using reasonable and ordinary skill in doing so.
  - d. Allow **SWT** or its representatives to enter onto the land at reasonable intervals to inspect the crop.
  - e. Advise **SWT** of the full particulars of his or her crop growing programme, including cultivating procedures, and fertilizer, herbicide and pesticide applications.
  - f. Execute and deliver to **SWT** any and all instruments which, in the opinion of **SWT** are necessary to give effect to the terms hereof and to protect its security interests herein.
7. **THE PRODUCER** shall be in default under this agreement upon the happening of any of the following events:
  - a. **THE PRODUCER** fails to carry the obligations or covenants in this agreement.
  - b. Any warranty, representation, or statement made or furnished to **SWT** by or on behalf of **THE PRODUCER** proves to be false in any material respect when made or furnished.
  - c. Any execution or other legal process (including distress) attaches to or becomes enforceable against any property or assets of **THE PRODUCER**.
  - d. Death, mental incompetence, bankruptcy, or assignment for the benefit of creditors of or by **THE PRODUCER**, or appointment of a receiver for any of **THE PRODUCER'S** assets.
8. When default occurs, the purchase price of all products supplied to **THE PRODUCER** hereunder shall become due and payable forthwith and **THE PRODUCER** shall be liable to **SWT** for all costs of collection and other expenses including legal costs on a solicitor and client basis incurred by **SWT** in the collection of the amount due hereunder. Further, **SWT** has the following remedies, any or all of which **SWT** may use at its sole discretion.
  - a. requires **THE PRODUCER** to deliver the Products and or the Crops as directed by **SWT**;
  - b. refuse to sell products to **THE PRODUCER**.
  - c. without demand, take possession of the Crop or the Products wherever found and to make all reasonable entries and to take a reasonable action for possession of same, including the harvesting of the Crop;
  - d. upon 15 days notice to **THE PRODUCER** sell the Crop or Products at public auction or by private sale and after deducting the expenses and costs of repossession, removal, sale, legal or receiver's fees and all other charges incidental thereto, apply the proceeds against the indebtedness of **THE PRODUCER**; any deficiency shall be paid by or any surplus credited to **THE PRODUCER**.
  - e. appoint a receiver-manager to carry out any of the remedies herein;
  - f. enforce and assert any other right or remedy available to it under applicable law.
9. There is no representation or warranty, expressed or implied with respect to the Products sold hereunder. This document constitutes the entire agreement between the parties, with all prior representation, warranties, collateral agreements, promises and conditions by or between the parties made prior to execution of this Agreement to have been embodied subsequently, in the Agreement by reduction of the Agreement to the terms herein. Any amendments hereto shall be in written.
10. Any notices may be delivered or mailed by prepaid registered post to **SWT** at: P.O. Box 719, Gull Lake, SK, S0N 1A0 and to **THE PRODUCER** as stated on this page. Any notice giving by prepaid registered post shall be deemed to have been received on the third business day after mailing thereof.
11. **THE PRODUCER** agrees that the cost incurred by **SWT** in regards to this agreement shall be added to their account.
12. No waiver by **SWT** of any default shall operate as a waiver of any subsequent default.
13. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors, and assigns, as the case may be. If there is more than one Producer, their obligations hereunder shall be joint and several.
14. **THE PRODUCER** acknowledges receipt of a copy of this agreement, and warrants that their name as set out below, is and always has been their full and exact name, that all other information set out below is accurate, and that he or she has not granted any other security interest in the Products or the Crop.

In witness where of the parties hereto have duly executed this agreement on the dates indicated.

**SWT**

Agreement Signed, Sealed and Delivered by the Producer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

Producer \_\_\_\_\_

(Address of Producer)

Producer \_\_\_\_\_

(Address of Producer)

Producer \_\_\_\_\_

(Address of Producer)

Witness \_\_\_\_\_

(MUST NOT BE A RELATIVE)

**FOR CORPORATE PRODUCERS**

\_\_\_\_\_  
LEGAL NAME OF CORPORATION

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Witness

(MUST NOT BE A RELATIVE)