

## **Applicant's Acknowledgement and Agreement**

This document forms part of the loan application to which it is attached.

**IN CONSIDERATION of Community Futures considering the Applicant's loan application, the Applicant acknowledges, agrees and understands as follows:**

### *Administrative Matters*

1. That "Applicant" shall mean the corporation, partnership, individual(s), and principals of a corporation or corporate partner, as the case may be, applying for the loan.
2. That "Community Futures" means \_\_\_\_\_.
3. That the acceptance of this loan application from the Applicant does not constitute approval for the financing requested.
4. That, if this loan application is approved, a Letter of Offer setting forth the terms and conditions of financing will be issued and the Applicant will have the opportunity to accept or decline the Letter of Offer.
5. That, if this loan application is declined, the Applicant will be advised of the reason(s) and will have the opportunity to request a review of the decision.
6. That a \$ \_\_\_\_\_ non-refundable, fully earned, application fee must accompany this loan application.
7. That the Applicant will be responsible for payment of a \_\_\_% administration fee (to be paid or deducted from loan proceeds).
8. That neither he/she, personally, or as principal of the Applicant, nor any partner(s), shareholder(s), director(s) or officers(s) of the Applicant, is the father, mother, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, spouse, common-law spouse, child, child of a common-law spouse, stepchild, ward, father-in-law, mother-in-law, or not in any way, related to an employee or member of the Board of Directors of Community Futures.
9. That he/she warrants that no member of the House of Commons of Canada and no member of the Legislative Assembly of Saskatchewan will have any share or part of any contract, agreement, or benefit that may arise as a result of this loan application.
10. That he/she warrants no member of the Board of Directors of Community Futures or employees of Community Futures will have any share or part of any contract, agreement, or benefit that may arise as a result of this application.

### *Disclosure, Release and Waiver of Liability*

1. That the Applicant has approached Community Futures to obtain information about business and has, or is, preparing a business plan.
2. That the Applicant is solely responsible for the success or failure of the business and that any information which is provided to the Applicant by representation of Community Futures is for the Applicant's understanding only and it is the Applicant's responsibility to verify the accuracy of such information or to seek additional information concerning any aspects of the Applicant's proposed and/or existing business.
3. That Community Futures is permitted to share any and all information with any guarantor(s) from time to time.
4. That the Applicant shall hold Community Futures harmless and hereby releases and discharges Community Futures from any actions, damages, claims or demands which may arise, directly or indirectly, as a result of any act or omission by Community Futures in providing information to the Applicant, and to indemnify Community Futures from any such

actions, damages, claims or demands which might be suffered by the Applicant's business or any guarantor in connection with any such information.

#### *Declaration*

1. That the statements made herein are for the purpose of obtaining financing from Community Futures and are, to the best of the Applicant's knowledge and belief, true and correct.
2. That additional information in support of this loan application may be requested by Community Futures and in that event, the Applicant agrees to provide same.
3. That any present or future indebtedness of the Applicant, or the Applicant's business, to Community Futures, may become due and payable if any information provided by the Applicant to Community Futures proves to be inaccurate or incomplete.

#### *Privacy Consent*

As applicable, the Applicant agrees that by signing this form, Community Futures is granted access by the Applicant to personal information under the **PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (PIPEDA)** and business information, including social insurance numbers and business numbers. The information being gathered will be placed on a database and maintained with the Applicant's name, address, email address, business history and financial information. Sharing of this personal/business information may include sharing it with other lending institutions that may participate in the Applicant's loan financing or any other persons from which Community Futures requires information or services with respect to the loan application or loan administration should the loan be granted.

The Applicant agrees and authorizes Community Futures to, from time to time, conduct a Credit Bureau or reporting agency search, a personal property registry search, SGI registration inquiry, a search of any and all applicable provincial or federal agencies, and any other searches required to assess credit history, and if any loan is granted, to assess compliance with terms of the loan, assess the loan security, for realization purposes, or for any other purposes related to the loan. The Applicant agrees and authorizes any other lending institution that may be evaluating the possibility of participating in financing, or that does participate in the loan if granted, to conduct the same enquiries and/or searches if required by that institution.

The Applicant agrees and understands that this is a continuing authorization with no expiry date and one that may be acted upon by Community Futures and/or any other lending institution that may be evaluate the possibility of participating in the financing, or that does participate in the loan if granted, at any time, and for the purposes stated herein.

The Applicant agrees and understands that under federal privacy law, the Applicant has access to the information held by Community Futures and knows to refer to the Community Futures Privacy Policy or to contact the Chief Privacy Officer if a question or concern arises about the handling of personal/business information.

The Applicant agrees that Community Futures has the right to publicize or promote in various forms of media if the venture is successful in obtaining financing from Community Futures, which may or may not include personal/business information such as the Applicant's name or business name.

**The Applicant understands that the specific personal/business information sharing arrangements will benefit the Applicant through expediting communication and that only**

**information relating to and pertinent to the Applicant's loan application, loan administration, loan compliance or loan realization will be the subject of the sharing agreement.**

The Applicant acknowledges that as the operations of Community Futures is financially supported by the Government of Canada, representatives of the Minister responsible for the Prairies Economic Development Canada (or any other federal government representative) are permitted access to the files of Community Futures for monitoring and evaluation purposes and that the Applicant may be contacted by the representatives of the Minister responsible for the Prairies Economic Development Canada (or any other federal government representative) and that, such information as is acquired by the Government of Canada will be subject to the privacy laws applicable to the Government of Canada.

The Applicant consents to the use of electronic signatures in connection with the execution of this loan application.

By signing this loan application, the Applicant confirms that he/she/it has made best efforts to access other sources of funding for this project, prior to receiving funds from Community Futures.

IN WITNESS WHEREOF the Applicant has signed this Application this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**INDIVIDUAL OR PARTNERSHIP**

Witnesses

Signatures

\_\_\_\_\_

\_\_\_\_\_  
[name of debtor/partner]

\_\_\_\_\_

\_\_\_\_\_  
[name of debtor / partner]

\_\_\_\_\_

\_\_\_\_\_  
[name of debtor / partner]

[Insert the below if partnership has a corporate partner]

(seal) or

[name of corporation]

Witnesses

Signatures

\_\_\_\_\_

Per: \_\_\_\_\_  
I have the authority to bind the corporation.

\_\_\_\_\_

Per: \_\_\_\_\_  
I have the authority to bind the corporation.

\_\_\_\_\_

Per: \_\_\_\_\_  
I have the authority to bind the corporation.

**CORPORATION**

(seal) or

[name of corporation]

Witnesses

Signatures

\_\_\_\_\_

Per: \_\_\_\_\_  
I have the authority to bind the corporation.

\_\_\_\_\_

Per: \_\_\_\_\_  
I have the authority to bind the corporation.

\_\_\_\_\_

Per: \_\_\_\_\_  
I have the authority to bind the corporation.

## Guarantor's Acknowledgment and Agreement

This document forms part of the loan application to which it is attached.

**IN CONSIDERATION of Community Futures considering the Applicant's loan application, which has or will include the below noted Guarantor as guarantor, the Guarantor acknowledges and agrees as follows:**

### *Administrative Matters*

1. That "Applicant" shall mean the corporation, partnership, individual(s), and principals of a corporation or corporate partner, as the case may be, applying for the loan.
2. That "Guarantor" shall mean the corporation, partnership, individual(s), and principals of a corporation or corporate partner, as the case may be, providing a guarantee.
3. That "Community Futures" means \_\_\_\_\_.

### *Disclosure*

1. That Community Futures is permitted to share any and all information with the Applicant from time to time.

### *Privacy Consent*

As applicable, the Guarantor agrees that by signing this form, Community Futures is granted access by the Guarantor to personal information under the **PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (PIPEDA)** and business information, including social insurance numbers and business numbers. The information being gathered will be placed on a database and maintained with the Guarantor's name, address, email address, business history and financial information. Sharing of this personal/business information may include sharing it with other lending institutions that may participate in the Applicant's loan financing or any other persons from which Community Futures requires information or services with respect to the loan application or loan administration should the loan be granted.

The Guarantor agrees and authorizes Community Futures to, from time to time, conduct a Credit Bureau or reporting agency search, a personal property registry search, SGI registration inquiry, a search of any and all applicable provincial or federal agencies, and any other searches required to assess credit history, and if any loan is granted, to assess compliance with terms of the loan, assess the loan security, for realization purposes, or for any other purposes related to the loan. The Guarantor agrees and authorizes any other lending institution that may be evaluating the possibility of participating in financing, or that does participate in the loan if granted, to conduct the same enquiries and/or searches if required by that institution.

The Guarantor agrees and understands that this is a continuing authorization with no expiry date and one that may be acted upon by Community Futures and/or any other lending institution that may be evaluate the possibility of participating in the financing, or that does participate in the loan if granted, at any time, and for the purposes stated herein.

The Guarantor agrees and understands that under federal privacy law, the Guarantor has access to the information held by Community Futures and knows to refer to the Community Futures Privacy Policy or to contact the Chief Privacy Officer if a question or concern arises about the handling of personal/business information.

The Guarantor agrees that Community Futures has the right to publicize or promote in various forms of media if the venture is successful in obtaining financing from Community Futures, which may or may not include personal/business information such as the Guarantor's name or business name.

**The Guarantor understands that the specific personal/business information sharing arrangements will benefit the Guarantor through expediting communication and that only information relating to and pertinent to the Applicant's loan application, loan administration, loan compliance or loan realization will be the subject of the sharing agreement.**

The Guarantor acknowledges that as the operations of Community Futures is financially supported by the Government of Canada, representatives of the Minister responsible for the Prairies Economic Development Canada (or any other federal government representative) are permitted access to the files of Community Futures for monitoring and evaluation purposes and that the Guarantor may be contacted by the representatives of the Minister responsible for the Prairies Economic Development Canada (or any other federal government representative) and that, such information as is acquired by the Government of Canada will be subject to the privacy laws applicable to the Government of Canada.

The Guarantor consents to the use of electronic signatures in connection with the execution of this loan application.

IN WITNESS WHEREOF the Guarantor has signed this Application this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**INDIVIDUAL OR PARTNERSHIP**

Witnesses

Signatures

\_\_\_\_\_

\_\_\_\_\_  
[name of debtor/partner]

\_\_\_\_\_

\_\_\_\_\_  
[name of debtor / partner]

\_\_\_\_\_

\_\_\_\_\_  
[name of debtor / partner]

[Insert the below if partnership has a corporate partner]

(seal) or

[name of corporation]

Witnesses

Signatures

\_\_\_\_\_

Per: \_\_\_\_\_

I have the authority to bind the corporation.

\_\_\_\_\_

Per: \_\_\_\_\_  
I have the authority to bind the corporation.

\_\_\_\_\_

Per: \_\_\_\_\_  
I have the authority to bind the corporation.

**CORPORATION**

(seal) or

[name of corporation]

Witnesses

Signatures

\_\_\_\_\_

Per: \_\_\_\_\_  
I have the authority to bind the corporation.

\_\_\_\_\_

Per: \_\_\_\_\_  
I have the authority to bind the corporation.

\_\_\_\_\_

Per: \_\_\_\_\_  
I have the authority to bind the corporation.