



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**AGRICULTURE AND AQUACULTURE PRODUCERS
EMERGENCY RECOVERY LOAN APPLICATION**

Rule 5A-19.001, Florida Administrative Code

Name of Disaster: _____

Open Declaration

Case Number: (To be completed by the department)

☐ The applicant is and was a United States citizen and a legal resident of Florida before or on the date of the declared emergency. If the applicant is an entity as defined in s. 605.0102, Florida Statutes, the entity is wholly owned and operated in the United States and possesses an active certificate of status issued by the Department of State pursuant to chapter 605, Florida Statutes.

☐ I am an agriculture or aquaculture producer who experienced damage or destruction due to a qualifying disaster.

☐ I own or lease a bona fide farm operation on land classified as agricultural pursuant to Section 193.461, Florida Statutes, or I lease sovereign submerged land pursuant to Section 597.010, Florida Statutes.

☐ I own or lease a bona fide farm operation that produces agricultural products in a qualifying county.

☐ I understand that, if approved, loan funds may only be used to restore, repair, to replace essential physical property or remove vegetative debris from essential physical property, or to restock aquaculture.

☐ I understand and agree that I must remain in bona fide agriculture or aquaculture production for the duration of the loan.

☐ I understand that, if approved, I must comply with the terms of my loan agreement and the rules adopted by the Department to implement this program.

☐ I understand that accepting funds pursuant to this loan program could render an applicant ineligible to receive financial assistance for recovery from other sources. I agree not to unlawfully duplicate financial assistance between this loan program and any other state or federal funding sources, including the Federal Emergency Management Agency and the United States Department of Agriculture.

Note: Applicants must disclose any recovery funds received from other sources when applying for this program. Applicants should review applicable eligibility restrictions on all funding requests to ensure compliance with state and federal requirements.

☐ I understand that any changes that would alter an applicant's answers or affect an applicant's eligibility to participate in the Program must be reported to the Department immediately.

Have you applied for or received any financial assistance for recovery from any other state or federal funding sources, including the Federal Emergency Management Agency and the United States Department of Agriculture?

☐ Yes ☐ No

Ownership

I am the owner of the property. ☐ Yes ☐ *No

*If no, please have the property owner complete the [Owner's Authorized Representative Form](#) (see pp. 9-10-11 of this application). Attach the completed form and a copy of the lease with the landowner to the application. This form is **not applicable** for Aquaculture loans with submerged land leasing.

Do you have ☐ *Yes ☐ No
a co-applicant/
guarantor:

Are you applying ☐ Yes ☐ No
for an entity other
than a sole proprietor?

***Co-applicant/guarantor required if your business entity will be the primary applicant.**

IMPORTANT APPLICANT INFORMATION: Federal Law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and be required to provide one or more forms of identification to fulfill this requirement. In some instances, we may use outside sources to confirm the information. The information you provide is protected by federal law. Applicant(s) should complete this form as Applicant or Co-Applicant/Guarantor, as applicable.

If you are an individual applying for a loan, Co-Applicant/Guarantor information must also be provided (and the appropriate box selected) when:

☐ The income or assets of a person other than the Applicant (including the Applicant's spouse) will be used as a basis for loan qualification; or

☐ The Co-Applicant or Guarantor resides in a community property state, and the liabilities of that person's spouse or another person with community property rights must be considered under applicable law, even though that spouse's or person's income or assets are not being used to qualify for the loan. ~~The income or assets other than the Applicant's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Applicant resides in a community property state as a basis for repayment of the loan.~~

Application Type: ☐ Agriculture ☐ Aquaculture If Aquaculture, Provide Certificate Number: _____

Loan Amount: _____ Not to exceed \$500,000

Address of Damaged Property: _____

City: _____ Zip: _____ State: _____ County: _____

Does this property address contain a dwelling? ☐ *Yes ☐ No

*If yes – The Equal Credit Opportunity Act states that a Borrower must be notified of the right to receive a copy of any collateral valuation prepared in connection with a loan request. The Lender must also provide the valuation to the Borrower promptly after completion. In compliance with the regulation, the notice is enclosed for your records.

Please complete the [Federal Compliance Notice and Disclosures for Commercial Credit Applications](#) (see p. 1244 of this application) and submit with the application.

Describe the purpose of the loan in detail.

Is all or part of this loan for a reimbursement?

☐ *Yes ☐ No

*If yes – please describe in detail all repairs or purchases that have already been made. Indicate the type of repair(s) and amount expended on each. Provide the following: Invoices and corresponding canceled checks and/or receipts

*If no – provide the following: Formal estimates and/or detailed descriptions and costs of the future repairs to be made.

Provide all supporting documents for reimbursement. (This can include invoices, receipts, quotes, photos, or any other documents relating to reimbursements.)

Any completed repairs are subject to eligibility and verification.

APPLICANT:

Name – Personal or Corporation:				SSN or Tax ID Number:		Date of Birth or Incorporation:	
Physical Address:			City:		State:	Zip:	Years at Current Address:
Mailing Address:			Mailing City:		Mailing State:	Mailing Zip:	Email:
Home Phone:			Work Phone:			Cell Phone:	
Year Began Farming:	Full or Part-time Farmer: (If Individual)	Have You Ever Filed for Bankruptcy?	Are You a Defendant in Any Suits or Legal Action?		Number of Dependents: (If Individual)	Marital Status: (If Individual)	
Employer & Position: (If Individual)		Length Employed: (No. of Years/No. of Months) (If Individual)	Monthly Salary Income: (If Individual)		Other Monthly Income Source:		
Other Monthly Non-Farm Income:							
Alimony Owed: (If Individual)		Monthly Amount: \$		Alimony Received: (If Individual)		Monthly Amount: \$	
Child Support Owed: (If Individual)		Monthly Amount: \$		Child Support Received: (If Individual)		Monthly Amount: \$	
Are you a U.S. citizen? (If Individual)			Are You a Permanent Resident Alien? (If Individual)			Are You an Active Military Professional? (If Individual)	

CO-APPLICANT/GUARANTOR: (If Applicable)

Name – Personal or Corporation:			SSN or Tax ID Number:		Date of Birth or Incorporation:	
Physical Address:		City:		State:	Zip:	Years at Current Address:
Mailing Address:		Mailing City:		Mailing State:	Mailing Zip:	Email:
Home Phone:		Work Phone:			Cell Phone:	
Year Began Farming:	Full or Part-time Farmer: (If Individual)	Have You Ever Filed for Bankruptcy?	Are You a Defendant in Any Suits or Legal Action?	Number of Dependents: (If Individual)	Marital Status: (If Individual)	
Employer & Position: (If Individual)		Length Employed: (No. of Years/No. of Months) (If Individual)		Monthly Salary Income: (If Individual)	Monthly Other Income Source: (If Individual)	
Monthly Other Non-Farm Income:						
Alimony Owed: (If Individual)		Monthly Amount: \$		Alimony Received: (If Individual)		Monthly Amount: \$
Child Support Owed: (If Individual)		Monthly Amount: \$		Child Support Received: (If Individual)		Monthly Amount: \$
Are you a U.S. citizen? (If Individual)		Are You a Permanent Resident Alien? (If Individual)			Are You an Active Military Professional? (If Individual)	
If the primary applicant is an entity other than a sole proprietor, what percent (%) of the entity does the co-applicant/guarantor own? (If Applicable)						

Farm Income Details

Farm Income Actual	Last Season: _____			Subtotal:
Type of Crop Livestock/Inventory	Acres/Units/ Sq Ft	Total Sales	In-kind or Timber Income	Net Income

Farm Income Projected	Next Season: _____			Subtotal:
Type of Crop Livestock/Inventory	Projected Acres/ Units/Sq Ft	Projected Total Sales	In-kind or Timber Income	Projected Net Income

Asset Details: Collateral

All loans must be secured by a lien, subordinate only to any mortgage held by a financial institution as defined in s. 655.005, F.S. on property or other collateral as set forth in the loan agreement.

Collateral Type (Real Estate, Equipment, or Aquaculture)	Description For Real Estate - # of Acres, Sq. Ft., Buildings, Parcel ID's For Equipment - Make, Model, Year	Address of Collateral	Estimated Value	Existing Liens

Asset Details: Balance Sheet

Cash Savings	Retirement Funds	Marketable Stock & Bonds	Securities Not Readily Marketable	Accounts/ Notes Receivable	Farmland and Buildings	Inventory	Primary Residence
Machinery and Equipment	Other Real Estate	Cars and Trucks	Other Assets				

Asset Details: Livestock for Sale

Type	Number	Market Value

Asset Details: Breeding Stock

Type	Number	Market Value

Asset Details: Liabilities

Type	Creditor	Balance	Interest Rate %	Payment Frequency	Collateral

Financial Information Totals

Total Current Assets	Total Assets	Total Liabilities	Total Collateral

Acknowledgements, Representations, and Warranties of Applicant(s)

If Applicant(s) gross revenues were \$1,000,000 or less in the previous fiscal year, or Applicant(s) are requesting trade credit, a factoring agreement, or similar types of business credit in this Application, and if Applicant(s) Application for business credit is denied, such Applicant(s) has the right to a written statement of the specific reasons for the denial. To obtain such statement please contact:

Florida Department of Agriculture and Consumer Services

Chief Financial Officer
407 South Calhoun Street
Tallahassee, FL 32399-0800
Phone: 850-617-7200

Within 60 days from the date, you will be notified of the Department's decision. The Department will send you a written statement of the reasons for the denial within 30 days of receiving your request for the statement.

The federal Equal Credit Opportunity Act (ECOA) prohibits lenders from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract), because all or a part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. Pursuant to 12 C.F.R. Part 1002, Appendix A, the federal agency that administers compliance with this law concerning this lender is:

Federal Trade Commission
Consumer Response Center
600 Pennsylvania Avenue NW
Washington, DC 20580.

A. Applicant(s) represents and warrants that they are a qualified agriculture or aquaculture producer, the proceeds of the loan or other extension of credit applied for herein will be used to restore, repair, or replace or to remove vegetative debris from essential physical property damaged or destroyed as a result of a qualifying disaster and shall not be used for or applied to the purchase or maintenance of real estate occupied by any individual's primary residence and that the loan proceeds will not be used for personal, family or household expenses or business expenses unrelated to approved disaster recovery efforts.

The insurance laws of this State provide that the Department may not require the property owner or borrower to take insurance through any particular insurance agent or company to protect the pledged property. The Applicant(s), subject to the rules adopted by the Chief Financial Officer of this State, has the right to have the insurance placed with an insurance agent or company of his/her choice, provided the company meets the requirements of the Department. The Department has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage. See 69B-124.002, F.A.C.

B. Applicant(s) affirms that the taxpayer identification number provided on this form is the correct number (or Applicant(s) is waiting for one to be issued to Applicant(s)) and the Applicant(s) is not subject to backup withholding because: (1) Applicant(s) is exempt from backup withholding, or (2) Applicant(s) has not been notified by the Internal Revenue Service (IRS) that Applicant(s) is subject to backup withholding as a result of a failure to report all interest or dividends, or (3) the IRS has notified Applicant(s) that Applicant(s) is no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or

abandonment of secured property, contributions to an individual retirement agreement (IRA), and payments other than interest and dividends). Applicant(s) must cross out item (2) if Applicant(s) have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

C. All applicants are and were United States citizens and legal residents of Florida before or on the date of the declared emergency. If the applicant is an entity as defined in s. 605.0102, Florida Statutes, the entity is wholly owned and operated in the United States and possesses an active certificate of status issued by the Department of State pursuant to chapter 605, Florida Statutes.
~~Applicant(s) (if legal entity involved essentially all of the outstanding stock or equity and voting control is directly or indirectly owned by or held by) is an individual who is a citizen of the United States or who has been lawfully admitted to the United States for permanent residence and is so domiciled. Applicant(s) (whether one or more, individual or legal entity) may apply for a loan(s) from the Department. Such loans and/or advances are or will be evidenced by promissory notes, security instruments or other loan documents deemed necessary solely in the Department's discretion.~~

Additional Terms and Conditions:

D. Promissory notes ultimately evidencing Applicant(s)' indebtedness, and such security instruments and other loan documents as required to evidence the same, will be prepared in accordance with the respective requirements of the Department, acting in accordance with the policies and interest programs now or hereafter established under the authority of and pursuant to the Farm Credit Act of 1971, as amended, an Act of Congress, as amended, and regulations promulgated thereunder as well as in accordance with the requirements of state and federal law.

E. All statements and information appearing in this Application are correct and are made to induce the Department to make any loan applied for hereafter, and to enable the Department to discount or pledge the notes and instruments evidencing and securing such loan.

F. This Application shall be deemed a part of all instruments executed as security for the indebtedness of Applicant(s) to the Department. Time shall be of the essence of all obligations of Applicant(s) to the Department. No waiver by the Department of any of the terms of any such instruments or of this Application or of any loan application or of any obligation of Applicant(s) to the Department, or any violation thereof, shall be construed as a waiver of any similar act or acts, or omission or omissions, at any subsequent time.

G. All loans or advances applied for hereafter and granted by the Department shall be secured by all instruments executed to the Department, and the provisions herein shall apply to any loan or advance hereafter made.

H. All of Applicant(s)' obligations under any loan contract with the Department shall extend to and be binding upon his/her heirs, executors, administrators, successors, and assigns, and all rights, power, privileges and remedies conferred upon and given to the Department herein or in any other instrument executed by Applicant(s) shall extend to and may be exercised and enjoyed by its successors and assigns and by the holder of any note evidencing any part of the loan(s) or advances(s) now or hereafter applied for.

I. The Department is authorized to request information from a credit-reporting agency as well as exchange credit experience on this loan with other creditors and credit reporting agencies.

Change of official address of record:

If you are an existing borrower and this updated application reflects a new address the Department will use this information to update our records, provided the address fields are filled out in their entirety.

NOTICE: Applicant(s), by signing this Application, hereby acknowledge that Applicant(s)/Borrower(s) submit this Application and the information provided on all accompanying financial statements and schedules for the purpose of obtaining credit and represent that the information submitted is accurate and complete. Applicant(s) acknowledge that the representations made in this application will be relied on by the Department in evaluating this Application and, if approved, in extending credit. It is further understood that the making of a false statement or report in connection with this Application or any other information provided to the Department to induce the Department to make loan(s) or advance(s); or the failure to remit collateral proceeds to the Department subsequent to the making of loan(s) or advance(s) hereunder may be a violation of federal and/or state law for which I (we) could be prosecuted. Applicant(s) acknowledge that any intentional misrepresentation of the information contained herein could result in criminal action under federal law. It is agreed that any loan(s) or advance(s) will be used only for eligible purposes. Applicant(s) understand that the law requires that Applicant(s) promptly pay on the loan as received all proceeds of the sale of any property securing the loan.

Applicant(s) represent that none of the parties named in this Application have relied on advice from the Department in applying for or receiving any credit. Applicant(s) acknowledge that the Department has not made any commitment to approve this Application and extend credit, unless otherwise agreed to in writing. The Department is authorized to conduct any inquiries it decides are necessary to verify the accuracy of the information contained in this Application and to use any reasonable method to determine the creditworthiness of the Applicant(s)/Borrower(s). The Department is also authorized to answer any questions from others about the Department's credit experience with the parties in this Application. Applicant(s) will promptly notify the Department of any subsequent changes which would

affect the accuracy of this Application and will provide all documents and information the Department decides are necessary to complete this Application. Applicant(s) authorizes the Department to retain this Application, whether or not the Department approves any extension of credit.

Please complete and attach the required Authorization to Release Credit and Financial Information and any supporting documents. This can include any photos or videos of damage, bank statements, estimates for repair, IRS Form 1040s, etc. Please note, that if a co-applicant guarantor is used, they must also complete an Authorization to Release Credit and Financial Information form.

Please return the completed form and all supporting documents to AgricultureLoanProgram@FDACS.gov or mail to:

Florida Department of Agriculture and Consumer Services
Chief Financial Officer
407 South Calhoun Street
Tallahassee, FL 32399-0800

Date: _____

☐ Applicant: I hereby confirm that the information furnished herein is true and accurate to the best of my knowledge.

By: _____
Applicant Signature

☐ -Co-Applicant/Guarantor: I hereby confirm that the information furnished herein is true and accurate to the best of my knowledge.

By: _____
Co-Applicant/Guarantor Signature (If Applicable)

Florida Department of Agriculture and Consumer Services
Division of Administration

AUTHORIZATION TO RELEASE CREDIT AND FINANCIAL INFORMATION

5A-19.001, Florida Administrative Code

By execution of this document, I give the Florida Department of Agriculture and Consumer Services, or its representatives, authorization to make reasonable credit inquiries necessary to analyze, review, and render a decision on my loan application.

This authorization is valid for the purpose of verifying information pursuant to my loan application and all negotiations related to such application. Any inquiries made as a result of this authorization are governed by the Fair Credit Report Act (FCRA).

I authorize and instruct any person, company, or consumer reporting agency to compile and furnish any information they may have in response to such inquiries.

This authorization is effective from the date below, as well as for all future business including servicing of existing loans and any additional loan requests in the future.

This authorization may be terminated at any time by notifying the Florida Department of Agriculture and Consumer Services, in writing, at:

Florida Department of Agriculture and Consumer Services
Chief Financial Officer
407 South Calhoun Street
Tallahassee, FL 32399-0800

This authorization shall be valid in original or copy form.

Print Full Name

Social Security Number

Signature

Date of Birth

Current Address

Prior Address (if at current address less than three years)

Date

Florida Department of Agriculture and Consumer Services

OWNER'S AUTHORIZED REPRESENTATIVE

5A-19.001, Florida Administrative Code

Florida Department of Agriculture and Consumer Services

Parcel Name:

Owner(s):

Lessee/Authorized Representative:

OWNER'S AUTHORIZED REPRESENTATIVE

TO THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES:

In accordance with the Florida Department of Agriculture and Consumer Services Agriculture and Aquaculture Producers Emergency Recovery Loan Program application, dated _____, this is to advise that the entity or individual named below is a lessee of the property described below and is the authorized representative of the owner(s) of the real property for purposes of applying for and obtaining financial assistance related to the Agriculture and Aquaculture Producers Emergency Recovery Loan Program.

Owner(s) acknowledges the Agriculture and Aquaculture Producers Emergency Recovery Loan Program was established within the Department to make loans to owners and lessees of bona fide farm operations that have experienced damage or destruction from a declared emergency.

Owner(s) acknowledges loan funds may be used to restore, repair, or replace essential physical property or remove vegetative debris from essential physical property and that any structure or building constructed using loan proceeds must comply with department-adopted storm-hardening standards for nonresidential farm buildings as defined in s. 604.50(2), Florida Statutes.

Owner(s) acknowledges all Agriculture and Aquaculture Producers Emergency Recovery Loan loans must be secured by a first lien on property or other collateral as set forth in the loan agreement. The department shall record the lien in public records in the county where the property is located and, in the case of personal property, perfect the security interest by filing appropriate Uniform Commercial Code forms with the Florida Secured Transaction Registry as required pursuant to chapter 679, Florida Statutes.

Owner(s) hereby grants his or her authorized representative full authority to arrange for financing under the Agriculture and Aquaculture Producers Emergency Recovery Loan Program to restore,

repair, or replace essential physical property or remove vegetative debris caused by the declared emergency.

If Owner is a corporation, Owner/grantor shall deliver to FDACS, at the time of execution of this authorization, a copy of resolution of its board of directors authorizing the execution of this authorization and naming the officer/employee who is authorized to execute this authorization on behalf of the corporation.

AUTHORIZED REPRESENTATIVE: _____

Address: _____

Telephone: _____

Legal Description: _____ +/- Acres
_____ County, Florida

Owner Signature: _____

Owner Signature: _____

DATE SIGNED: _____

FEDERAL COMPLIANCE NOTICE AND DISCLOSURES FOR COMMERCIAL CREDIT APPLICATIONS

Equal Credit Opportunity Act Notice

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission Consumer Response Center, 600 Pennsylvania Avenue NW, Washington, DC 20580.

Customer Identification Program Notice

To help the government fight the funding of terrorism and money laundering activities, federal law requires that we obtain, verify and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement or a trust agreement.

Right to Receive a Copy of Appraisals

We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost. This disclosure is applicable only to loans that are secured by a first lien on a dwelling.

Fair Credit Reporting Act

An investigation may be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of denied credit due to an unfavorable consumer report, you will be advised of the reason for the adverse action and the identity of the consumer reporting agency making such report and of your right to request a free copy of any consumer report within sixty (60) days pursuant to provisions of the Fair Credit Reporting Act.

If you obtain a loan with us, we may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Flood Insurance Notice

At initial application, the subject property you are purchasing/ refinancing may or may not be located in a flood prone area. In the event the property is located within a flood hazard area, pursuant to the Flood Disaster Protection Act, you will be sent a Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance.

Applicant Signature

Date