

## Disclosure and Release Statement

### ***\* Important\*—Read Thoroughly Before Signing***

To: The Essex Community Futures Development Corporation (the "Corporation")  
*o/a Community Futures Essex County*

1. I, hereby certify that the information in this Statement of Personal Assets and Liabilities is a complete and true declaration. The property values shown above are the fair market values of the properties and the amount of debts is the total potential indebtedness (inclusive of any other loans, credit cards, or other debts for which I have signed as a guarantor).
2. I confirm that if any statement I have made herein or in accompanying materials proves to be incorrect in any way, I shall notify the Corporation immediately.
3. I understand and agree that in order to perform a credit investigation, I need not provide my Social Insurance Number ("SIN") if I can provide alternative identification that is acceptable to the credit reporting agencies. If I do provide my SIN, I consent to the Corporation using this information for the limited purpose of performing a credit investigation.
4. I authorize the Corporation to retain this Statement of Personal Assets and Liabilities and any financial records, credit and reference reports for the Corporation's records and reporting to Fed Dev Ontario who oversees the Community Futures Program in southern Ontario.
5. I acknowledge that I am aware that the Corporation's *Privacy Policy* is available on their website, with hardcopy available upon request. I understand and consent to the Corporation collecting, using, retaining, and disclosing the information contained in this Statement of Assets and Liabilities for the limited purpose of determining my eligibility for financing as is required by law, and by Fed Dev Ontario. I understand that the Corporation will handle my personal information in strict confidence in accordance with Federal privacy law as set out in the Corporation's *Privacy Policy*. If I have any questions or concerns about the management of my information, I may refer to the *Privacy Policy*, available at [www.cfessexcounty.ca](http://www.cfessexcounty.ca) or contact the Chief Privacy Officer.

### **THE APPLICANT UNDERSTANDS AND AGREES:**

6. That if the Applicant is successful and the loan proceeds to disbursal, an administration fee of \$250 will be deducted from the first disbursement of the loan. If the loan is approved and does not proceed to disbursal, Applicant agrees to pay the Corporation the administration fee of \$250 directly. For loans of \$50,000 and above, see the fee schedule attached for additional costs.

7. That the terms and conditions of any financing which may be authorized will be set forth in a Letter of Offer, for agreement and acceptance by the Applicant.
8. That the statements made herein are for the express purpose of obtaining financing from the Corporation and are to the best of the Applicant's knowledge and belief true and correct. The Applicant understands that additional information in support of this application must be supplied to the Corporation, if requested, before adequate consideration can be given to this application. The Applicant realizes that any present or future indebtedness of the Applicant, or the Applicant's business, to the Corporation may become due and payable if any information provided by the Applicant to the Corporation proves to be inaccurate or incomplete.
9. That in applying for this financing the Applicant's personal and confidential business information will be requested from the Applicant and/or collected from third parties that have information about the Applicant's business and personal financial status for the purposes of determining the Applicant's eligibility for financing and reporting to Fed Dev Ontario.
10. That Electronic Funds Transfer (EFT) will be used by the Corporation for disbursement of loan proceeds and collection of loan payments; and Applicant agrees to provide the required banking information and permissions for EFT.
11. That I confirm receipt of the Fee Schedule and authorize those fees.

#### **DISCLOSURE, RELEASE AND WAIVER OF LIABILITY**

12. The Applicant acknowledges that he or she has approached the Corporation to obtain information about business and has, or is preparing a business plan. The Applicant acknowledges that he/she is solely responsible for the success or failure of his/her business, and that any information, which is provided to the Applicant by representatives of the Corporation, is for the Applicant's consideration only. 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 business.
13. The Applicant further agrees to hold the Corporation harmless and hereby releases and discharges the Corporation from any actions, damages, claims or demands which may arise, directly or indirectly, as a result of any act or omission by the corporation in providing information to the Applicant, and to indemnify the Corporation 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.

## COLLECTION, USE, AND DISCLOSURE OF PERSONAL AND BUSINESS INFORMATION

14. The Applicant acknowledges that, as the operation of the Corporation is financially supported by the Government of Canada, representatives of Fed Dev Ontario are permitted access to the files of the Corporation for monitoring and evaluation purposes and that the Applicant may be contacted by representatives of Fed Dev Ontario and that, such information as is acquired by the Ministry will be treated as confidential.

15. Fed Dev Ontario reserves the right to make a public announcement of the project, if financial assistance is approved.

## OTHER INFORMATION

Please provide detailed information below if you answer Yes to any of the following questions:

Have you or your business ever had an asset repossessed?

No Yes \_\_\_\_\_

Have you or your business ever declared Bankruptcy or entered a Consumer Proposal/Proposal (even if > 7 years ago)? *NOTE: Current or previous bankruptcies and/or proposals does not disqualify your application from consideration*

No Yes \_\_\_\_\_

Are you, or any closely related individual or company involved, in ANY legal action or litigation either personally or through your business?

No Yes \_\_\_\_\_

*(Litigation/proceedings involving the Applicant and/or any close related individual or corporation should be reported. Answering Yes does not disqualify your application from consideration)*

Do you have any indirect Liabilities, or Guarantees for others (ie: Guarantor on a car loan)?

No Yes \_\_\_\_\_

Do you owe any taxes, (i.e. CRA, property taxes) prior or current year?

No Yes \_\_\_\_\_

I, hereby certify:

- I certify that I am a:
  - a. Canadian Citizen
  - or
  - b. Landed Immigrant/Permanent Resident

Or

c. Other (please specify) \_\_\_\_\_

- That if a partnership agreement was executed it is attached.
- That if this is a corporation, the governing documents allow the corporation to borrow.
- That the Essex CFDC loan is expected to help you obtain additional financing or re-secure existing financing. Yes  No

a. If Yes, please indicate amount(s) \$ \_\_\_\_\_

- That suitable financing was unavailable.
- That the Applicant will notify the Corporation immediately of any application pending and under consideration by another lender, or if negotiations are entered into, or an offer of financing is received, during the period of the Corporation's consideration of this application.
- That the Applicant carries a Bank Account(s) and will instruct the bank(s) to give the Corporation full information concerning the Applicant's affairs.
- Are you related to any Director or Employee of Essex Community Futures Development Corporation? YES  NO

### Statement of Agreement

I/We hereby agree that if any financing is provided to me/us for the purpose of the business project as described herein, that I/we shall:

- Follow the operating plan submitted herewith, and use the funds received from the ESSEX CFDC for the purpose intended, and that any changes or alterations in loans shall be made only with the written permission of the Corporation;
- That I/We shall maintain insurance as required by the Corporation;
- That I/We shall provide the Corporation with monthly reports and additional information that may be required from time to time;
- If financial assistance is approved, the ESSEX CFDC is authorized to share information with other creditors.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

***Signature block for:***

**SOLE PROPRIETOR/PARTNERSHIP**

\_\_\_\_\_  
Name of Applicant 1 ( Print)

\_\_\_\_\_  
Name of Witness (Print)

\_\_\_\_\_  
Signature of Applicant 1

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Applicant 2 ( Print)

\_\_\_\_\_  
Name of Witness (Print)

\_\_\_\_\_  
Signature of Applicant 2

\_\_\_\_\_  
Signature of Witness

***Signature block for:***

**CORPORATIONS**

\_\_\_\_\_  
Name of Signing Authority for Corporation (Print)

\_\_\_\_\_  
Title of Signing Authority (Print)

*I have authority to bind the Corporation*

\_\_\_\_\_  
Signature

## FEE SCHEDULE

**Initial interview:** No Charge

**Interest Rate Policy**

Essex CFDC loans are assessed a fixed interest rate at the prime lending rate of the Royal Bank of Canada plus a variance of 2% to 5% depending on the risk assessment of the loan. For loans with a term greater than five years, interest rate will be adjusted at the five-year mark to the then Royal Bank of Canada prime lending rate plus the percentage committed to in the Loan Agreement.

**Administration Fee**

All approved loans are subject to an administration fee of \$250 typically paid from the proceeds of the loan. The costs for executing security searches and for conducting credit checks on the client, business, and guarantors, are included in the fee.

**Loan Life Insurance**

All Essex CFDC loans are eligible for OPTIONAL life insurance at a rate of \$0.38/\$1,000 per month subject to the terms and conditions of the Provider, up to a maximum of \$150,000.

**Client Pays Any/All Costs for Property Appraisal or Letter of Opinion if required**

This would apply if a Collateral mortgage is being proposed as security for the loan. It also relates to automobile appraisals, equipment appraisals, etc. Normally, the client will pay this directly to the person providing the valuation of property or other assets.

**Client Pays Any/All Costs Related to Legal Fees**

Costs related to legal fees are to be paid by the client, directly to the lawyer. For loans \$50,000 and above, you will be required to retain a designated law firm well versed in our procedures and requirements, which facilitates an efficient closing process. The cost of legal fees will vary depending on the loan security, complexity of the documentation, and whether a chattel mortgage is required. Legal costs can be added to the loan request if desired.

**Returned Payments - Electronic Funds Transfer (EFT) or Cheques**

Essex CFDC charges the client a fee of \$40.00 for payments returned as non-sufficient funds (NSF). EFTs returned NSF will be resubmitted up to three times. This charge is subject to change without notice.

**Consulting Services ..... \$30/hr.**

For an applicant, general assistance in preparing business plans, cash flows, etc., is provided without charge. Additionally, as an Essex CFDC client, guidance and regular monitoring services provided by the staff are not billed to you or your business. Hourly fees relate to non-typical circumstances where consulting requirements exceed the usual level of assistance.

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

\_\_\_\_\_  
Signature