

APPLICATION FOR FINANCING

Note: In this document, words importing the singular include the plural and vice versa and words importing a specific gender include all genders.

1. THE APPLICANT (BUSINESS NAME):

Telephone Number(s):

Principal place of business at (Street address):

Business Postal Address, Town/City, Province & Postal Code:

Telephone Number:

Cell Phone Number:

E-mail address:

2. CARRYING ON THE BUSINESS OF:

3. HEREBY APPLIES TO Nord-Aski Regional Economic Development Corporation (REDC) "CFDC" for financing of [\$] under the following project:

ESTIMATED PROJECT COSTS		EXPECTED FINANCING	
Land		CFDC Loan	
Building/Leaseholds		Investment by Owners	
Equipment		Other Financing	
Working Capital		Other:	
Other:			
TOTAL	\$	TOTAL	\$

4. AND MAKES THE FOLLOWING STATEMENTS:

a) That the Applicant's business was established on the following date (dd/mm/yyyy):

b) As a (select one): Corporation Partnership Proprietorship Other:

c) That the officers and shareholders of the Applicant's business are:

Full Name	Address	Position/Office	% Interest	Years with Firm

d) That a partnership agreement was executed and is attached (Yes or No, and if Yes, Date of Execution (dd/mm/yyyy)):

Note: Each partner is required to complete a Statement of Personal Assets and Liabilities with this application.

e) That this project is expected to influence the following:	New jobs:	Jobs Maintained:	
f) That the Applicant will notify the CFDC 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 CFDC's consideration of this application.			
g) That the Applicant carries a bank account(s) at:			
Name of Financial Institution		Address	
and will instruct the Financial Institution(s) to give the Corporation full information concerning the Applicant's affairs.			
h) That there has been no material adverse change in the financial position or operations of the Applicant since [], being the end of the last fiscal year of the Applicant for which a balance sheet and a profit and loss statement have been furnished.			
i) That there is no litigation in course or threatened, nor any proceedings before any court, tribunal, governmental board or agency now in course or threatened, and that there is no unexecuted judgement rendered against the Applicant except: (Litigation/proceedings involving the Applicant and/or any close related individual or corporation should be reported.)			
5. ENVIRONMENT: Is the Applicant, and if applicable, the Guarantor(s) engaged in operations and processes that require:			
a) Disposal and/or treatment (either onsite or offsite) of industrial wastes or by-products that could contaminate the soil or groundwater (e.g. hydrocarbon/water mixtures and emulsions, solid, liquid or gaseous chemical products, organic solvents or wastes, organic wood-preserving chemicals, infectious waste, radioactive waste, PCB's, etc.)?	YES	NO	N/A
b) Discharge of wastewater that contains such wastes or by-products into water bodies or into a sewage system?	YES	NO	N/A
If yes, to either one of the above, please provide details on nature of the activities and the address of the site(s) on which they are undertaken:			
DISCLOSURE & RELEASE STATEMENT			
6. THE APPLICANT UNDERSTANDS AND AGREES THAT:			
a) The Applicant will be responsible for payment of all charges relative to preparation, execution and registration of such documents as may be required by the CFDC or its solicitors and an administration fee of 0.5% will be charged for all approved loans;			
b) 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; or			

- c) The statements made herein are for the express purpose of obtaining from the CFDC 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 CFDC, if requested, before adequate consideration can be given to this application. The Applicant realizes that any present future indebtedness of the Applicant, or the Applicant's business, to the CFDC may become due and payable if any information provided by the Applicant to the CFDC proves to be inaccurate or incomplete;
- d) In applying for this financing and, in the event that the CFDC approves such application, 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 FedNor/ISED.

7. DISCLOSURE, RELEASE AND WAIVER OF LIABILITY

- a) The Applicant acknowledges that he approached the CFDC to obtain information about business and has, or is preparing a business plan.
- b) The Applicant acknowledges that he is solely responsible for the success or failure of his business, and that any information which is provided to the Applicant by representatives of the CFDC is for the Applicant's understanding 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.
- c) The Applicant further agrees to hold the CFDC, its employees, volunteers, representatives, and agents harmless and hereby releases and discharges the CFDC from any actions, damages, claims or demands which may arise, directly or indirectly, as a result of any act or omission by the CFDC in providing information to the Applicant, and to indemnify the CFDC 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, the Applicant's participation in any and all of the CFDC's services, or non-compliance with Federal and Provincial laws and regulations.
- d) The Applicant acknowledges that he is solely responsible for the hiring, employment, dismissal and all related matters with respect to persons employed as well as contractual arrangements with individuals or firms.
- e) The Applicant acknowledges that he is responsible for payment of all legal fees, property appraisals, and other costs or expenses incurred in connection with this application and, in the event that the CFDC approves funding, the completion of the transaction.

8. ENVIRONMENT DECLARATION

The Applicant and, if applicable, the Guarantor(s):

- a) Are operating their business in conformity with all environmental legislation;
- b) Confirm that their assets, including real estate, comply with all environmental legislation;
- c) Have not used their assets in violation of environmental laws and no proceedings are underway, nor have any notice(s) been received concerning any alleged violations(s) of environmental laws;
- d) Have not given a waiver concerning any compliance and/or violation of environmental laws to the prior owners of their assets;
- e) Warrants that any environmental issues or concerns as known to the Applicant and/or the Guarantor(s) have been disclosed to the CFDC, and that activities as required, are in compliance with all applicable legislation, including the Canadian Environmental Assessment Act and the Canadian Environmental Protection Act.

9. COLLECTION, USE, AND DISCLOSURE OF PERSONAL AND BUSINESS INFORMATION

- a) The Applicant acknowledges that, as the operation of the CFDC is financially supported by the Government of Canada, representatives of FedNor/ISED are permitted access to the files of the CFDC for monitoring and evaluation purposes and that the Applicant may be contacted by representatives of FedNor/ISED and that, such information as is acquired by the Ministry will be treated as confidential.
- b) The Applicant acknowledges that, any recipient of the CFDC's services shall assist in completing any evaluation of the outcomes and impacts (current or in the future) that result from obtaining services from the CFDC. A representative of FedNor/ISED, or a consultant obtained on their behalf, may contact you or your business to gather pertinent information to provide an evaluation of the impact of the CFDC's services and to request your cooperation to ensure a successful outcome. The Applicant is assured that all information will remain confidential.

- c) The Applicant acknowledges that this application and other personal information may be retained by the CFDC whether or not any transaction is completed.
- d) The Applicant acknowledges receipt of the CFDC’s Privacy Statement and hereby consents to his personal and business information being collected, used, retained, and disclosed by the CFDC for the limited purposes as set out above. The Applicant further understands that under Federal privacy law, he has access to the information held by the CFDC and knows to refer to the CFDC’s Privacy Policy or contact the Chief Privacy Officer if a questions or concern arises about the handling of the Applicant’s personal information.
- e) The Applicant further understands and consents to the CFDC publicizing the Applicant’s business venture if the Applicant is successful in obtaining financing from the CFDC, which may not include personal information such as the name of the Applicant and name of the business.

I/We have read and understand the Disclosure and Release Statement, Environmental Declaration, and the Collection, Use, and Disclosure of Personal and Business Information.	YES	NO
DATED at:	Date (dd/mm/yyyy):	
Name of Witness – if Applicant is not a Corporation:		
Signature of Witness:		
Name of Applicant, Guarantor or Shareholder:		
Signature of Applicant, Guarantor or Shareholder (I have the authority to bind the Corporation):		
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