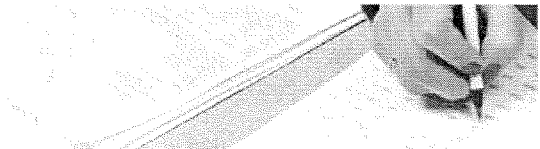




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1 - 10 of 15

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Form Number	Description	Help
+ CCC 505 Spanish	Voluntary Permanent Direct and Counter-Cyclical Program (DCP) Base Acreage Reduction Dated 02-05-09 Spanish version of CCC-505. Used by owners who choose to enroll all or a portion of their base acreage prior to enrollment in DCP or after enrollment.	
+ CCC 509 (04-16-09)	Direct and Counter-Cyclical Program (DCP) Contract and Average Crop Revenue Election (ACRE) Contract dated 04-16-09. This form serves as an annual contract between producers and CCC.	
+ CCC 509 ACRE	Average Crop Revenue This form is Average Crop Revenue Election (ACRE) Program Irrevocable Election.	
+ CCC 509 Appendix (04-24-09)	Appendix to Form CCC-509, Direct and Counter-Cyclical Program (DCP) Contract or Average Crop Revenue Election (ACRE) Program Contract dated 04-24-09. (2009-2012). This information is necessary for CCC to consider and approve the contract to enter into the DCP or ACRE program, to assist in determining eligibility, and to determine the correct producers on the contract.	
+ CCC 509 Appendix Spanish	Apendice Del Formulario CCC-509, Contrato Del Programa De Pago Directo Y Contra Ciclico 2009-2012. Serves as terms and conditions to DCP contracts (CCC-509).	
+ CCC 509 Spanish	2009-2012 Contrato Del Proograma De Pago Directo Y Contra Ciclico. This spanish form is used as a contract for 2009-2012 crop years.	
+ CCC 510	DCP or ACRE Program Cash Rent Producers who case rent land may certify provisions of their cash lease.	
+ CCC 510SPANISH	DECLARACIÓN CERTIFICADA DEL ARRENDAMIENTO EN Los productores que arrienden tierras en efectivo podrán certificar las disposiciones de su arrendamiento en efectivo en este formulario en vez de presentar el propio contrato de arrendamiento en efectivo, firmas o toda otra documentación que es requerida por las disposiciones del Programa de pago directo y contra ciclico (DCP, Direct and Counter-cyclical Program).	

[+](#) CCC 523

Summary of Acreage History and Yield Report.
Furn to farm oper and owner when FSA records
indicate a history of purse crops from 1998-2001.

[+](#) CCC 528

Designation of Payment Acres for Planted and
Considered Planted (P&CP) Crops of Covered
Commodities and Peanuts for the Average Crop
Revenue Election (ACRE) Program, dated 08-20-
09. This form is used for CCC to determine the
order of paymethn of covered commodities and
peanuts on farms that are participating in ACRE
when P&CP acres of covered commodities and
peanuts on the farm exceed base acres.



1 | 2

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CCC-509

(04-16-09)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

**DIRECT AND COUNTER-CYCLICAL PROGRAM (DCP) CONTRACT
AND AVERAGE CROP REVENUE ELECTION (ACRE) CONTRACT**

NOTE: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246 and any amendments to such act as may follow). The information requested is necessary for CCC to consider and approve the contract to enter into the DCP and ACRE Program, to assist in determining eligibility, and to determine the correct producers on the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. This information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation, and Energy Act of 2008, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities.

This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and the Energy Act of 2009 (See Pub. L. 110-246, Title I, Subtitle F – Administration). The provisions of criminal and civil fraud, privacy and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

1. Program Year:

2A. County FSA Office Name and Address (Including Zip Code)

2B. County Office Telephone/Fax Number(s) (Including Area Code):

3. State Code

4. County Code

5. Farm Number

THIS CONTRACT TO PARTICIPATE is entered into between the Commodity Credit Corporation (CCC) and the undersigned producers on the farm identified above for the commodities identified in Item 7. This contract must be executed by all producers, with a share greater than zero, by August 14, 2009. The terms and conditions of the DCP and ACRE contract are contained in the CCC-509 Appendix (04-24-09), entitled "Appendix to Form CCC-509, Direct and Counter-Cyclical Program (DCP) Contract and Average Crop Revenue Election (ACRE) Program Contract, and the Regulations in 7 CFR Part 1412 and are subject to change. By signing this contract, the undersigned producers on the farm identified in Item 5 are participating in the DCP or ACRE Program subject to CCC approval. By signing this contract, producers: (1) acknowledge receipt of the CCC-509 Appendix; (2) agree to abide by the terms contained therein; (3) agree to comply with the regulations governing the applicable program and payment eligibility and limitation provisions; (4) acknowledge and agree that DCP and ACRE and benefits under DCP and ACRE are subject to changes based upon change to applicable statute; and (5) certify to the accuracy of the information set out on this form.

6. This contract is for the following program (Check one and initial): ☐ DCP ☐ ACRE Producer's Initials: _____
If ACRE is checked, you must also complete the ACRE Election form (CCC-509ACRE).

Items 7 through 13 specify the details for the commodity, base acres, direct payment acres, yields and payment share for the farm in Item 5. Items 10B and 13 do not apply to ACRE.

7. Commodity	8. Base Acres	9. Direct Payment Acres	10. Payment Yield		7. Commodity	8. Base Acres	9. Direct Payment Acres	10. Payment Yield	
			A. Direct	B. Counter-Cyclical				A. Direct	B. Counter-Cyclical

11. Owner or Producer's Name and Address (Including Zip Code)

12.
Commodity

13.
Payment Share

12.
Commodity

13.
Payment Share

Telephone No. (Include Area Code):

14A. Refused Payment Information:

- ☐ All Direct Payments are Refused
☐ All Counter-Cyclical Payments are Refused
☐ All ACRE Payments are Refused

14B. At least 50 percent of the ownership interest of the farm is held by: (Check only if "YES")

- ☐ Socially Disadvantaged Farmers or Ranchers
☐ Limited Resource Farmers or Ranchers
(See CCC-509 Appendix for definitions and rules).

14C. Producer's Initials

14D. Date Initialed (MM-DD-YYYY)

15. Advance Payment Sections (for all commodities):

A. Advance Direct Payments _____ (Month requested for receipt of Direct Payment.)

B. Partial Counter-Cyclical Payment (Not applicable for ACRE): YES ☐ NO ☐

16A. Producer's Signature (By)

16B. Title/Relationship of the Individual Signing in the Representative Capacity

16C. Date (MM-DD-YYYY)

FOR FSA USE ONLY

17A. Signature of CCC Representative

17B. Date (MM-DD-YYYY)

18. Remarks

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

1. Program Year	3. State Code	4. County Code	5. Farm Number	
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CONTINUATION OF OWNER'S OR PRODUCER'S CROP INFORMATION (From Page 1)				
11. Owner or Producer's Name and Address (Including Zip Code) Telephone No. (Include Area Code):	12. Commodity	13. Payment Share	12. Commodity	13. Payment
14A. Refused Payment Information: <input type="checkbox"/> All Direct Payments are Refused <input type="checkbox"/> All Counter-Cyclical Payments are Refused <input type="checkbox"/> All ACRE Payments are Refused	14B. At least 50 percent of the ownership interest of the farm is held by: (Check only if "YES") <input type="checkbox"/> Socially Disadvantaged Farmers or Ranchers <input type="checkbox"/> Limited Resource Farmers or Ranchers (See CCC-509 Appendix for definition and rules).		14C. Producer's Initials 14D. Date Initialed (MM-DD-YYYY)	
15. Advance Payment Sections (for all commodities): A. Advance Direct Payments _____ (Month requested for receipt of Direct Payment). B. Partial Counter-Cyclical Payment (Not applicable for ACRE): YES <input type="checkbox"/> NO <input type="checkbox"/>				
16A. Producer's Signature (By)	16B. Title/Relationship of the Individual Signing in the Representative Capacity		16C. Date (MM-DD-YYYY)	

11. Owner or Producer's Name and Address (Including Zip Code) Telephone No. (Include Area Code):	12. Commodity	13. Payment Share	12. Commodity	13. Payment Share
14A. Refused Payment Information: <input type="checkbox"/> All Direct Payments are Refused <input type="checkbox"/> All Counter-Cyclical Payments are Refused <input type="checkbox"/> All ACRE Payments are Refused	14B. At least 50 percent of the ownership interest of the farm is held by: (Check only if "YES") <input type="checkbox"/> Socially Disadvantaged Farmers or Ranchers <input type="checkbox"/> Limited Resource Farmers or Ranchers (See CCC-509 Appendix for definition and rules).		14C. Producer's Initials 14D. Date Initialed (MM-DD-YYYY)	
15. Advance Payment Sections (for all commodities): A. Advance Direct Payments _____ (Month requested for receipt of Direct Payment). B. Partial Counter-Cyclical Payment (Not applicable for ACRE): YES <input type="checkbox"/> NO <input type="checkbox"/>				
16A. Producer's Signature (By)	16B. Title/Relationship of the Individual Signing in the Representative Capacity		16C. Date (MM-DD-YYYY)	

11. Owner or Producer's Name and Address (Including Zip Code) Telephone No. (Include Area Code):	12. Commodity	13. Payment Share	12. Commodity	13. Payment Share
14A. Refused Payment Information: <input type="checkbox"/> All Direct Payments are Refused <input type="checkbox"/> All Counter-Cyclical Payments are Refused <input type="checkbox"/> All ACRE Payments are Refused	14B. At least 50 percent of the ownership interest of the farm is held by: (Check only if "YES") <input type="checkbox"/> Socially Disadvantaged Farmers or Ranchers <input type="checkbox"/> Limited Resource Farmers or Ranchers (See CCC-509 Appendix for definition and rules).		14C. Producer's Initials 14D. Date Initialed (MM-DD-YYYY)	
15. Advance Payment Sections (for all commodities): A. Advance Direct Payments _____ (Month requested for receipt of Direct Payment). B. Partial Counter-Cyclical Payment (Not applicable for ACRE): YES <input type="checkbox"/> NO <input type="checkbox"/>				
16A. Producer's Signature (By)	16B. Title/Relationship of the Individual Signing in the Representative Capacity		16C. Date (MM-DD-YYYY)	

This form is available electronically.

CCC-509 Appendix
(04-24-09)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

**APPENDIX TO FORM CCC-509, DIRECT AND COUNTER-CYCLICAL PROGRAM (DCP) CONTRACT
or AVERAGE CROP REVENUE ELECTION (ACRE) PROGRAM CONTRACT**

NOTE: *The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246 and any amendments to such act as may follow). The information requested is necessary for CCC to consider and approve the contract to enter into the Direct and Counter-Cyclical Program (DCP) or Average Crop Revenue Election (ACRE) Program, to assist in determining eligibility, and to determine the correct producers on the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperator as needed or appropriate subject to the safeguards under Section 1619 of the Food, Conservation, and Energy Act of 2008, the E-Government Act of 2002, and other authorities. This information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation, and Energy Act of 2008, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities.*

The information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration). The provisions of criminal and civil fraud, privacy and other statutes may be applicable to the information provided and may provide sanctions for the submission of false or inaccurate information.

1 PURPOSE AND CHANGES IN LAW

This Appendix sets forth additional terms and conditions of the Direct and Counter-Cyclical Program (DCP) Contract or Average Crop Revenue Election (ACRE) Program Contract (CCC-509). While this Appendix covers contracts for multiple program years, these programs are yearly programs and require enrollment each year. Note, however, that while there is a yearly contract, there is also a separate one-time form (CCC-509 ACRE) for electing to place a farm in ACRE that is separate from the CCC-509 contract. For the first year a farm is in ACRE, there must be both an ACRE election and a CCC-509 contract signed. For subsequent program years, that farm, having been in ACRE, may only generate payments under ACRE and not under a DCP contract. But for those subsequent years, only a CCC-509 contract needs be signed (no new election form is involved). A producer who signs the Direct and Counter-Cyclical Program Contract or Average Crop Revenue Election Program Contract agrees for the relevant year to follow the terms and conditions contained in this CCC-509 Appendix, and acknowledges the applicability of any provisions of the federal regulations applicable to the contract including those found at 7 CFR Parts 12, 718, 1400, and 1412. It is also understood and agreed by the participants that benefits under this agreement and the programs which are addressed in this agreement and Appendix are subject to changes in statutory law and to changes in applicable regulations.

It is understood and agreed that producers on a farm may not, with respect to that farm, participate in both DCP and ACRE in the same crop year and that once producers on a farm have participated in ACRE, then through the 2012 crop year neither those producers nor any other producer may, with respect to that farm, participate in the DCP. A DCP contract is a contract that allows for the payment of direct and countercyclical payments. An ACRE contract allows for the issuance of direct payments (but at a reduced rate) and ACRE-specific payments. A farm that has previously generated payments under an ACRE contract cannot thereafter generate payments under a DCP contract. Hence, an ACRE election has an effect for multiple program years.

The final signup date for the 2009 program is August 14, 2009. The final signup date for subsequent years is June 1 of the program year, except to the extent that CCC modifies that date.

2 DEFINITIONS

A ACRE means Average Crop Revenue Election program addressed in this Appendix.

B ACRE Guarantee Price means the simple average, as determined by CCC, of the national average market prices of the covered commodity or peanuts for the most recent 2 crop years proceeding the relevant current crop year. For example for the 2009 program the relevant crop year is the 2009 crop year. Hence, for the 2009 program, the ACRE guarantee price of a covered commodity or peanuts is equal to the simple average of the national average market prices of the covered commodity or peanuts for the 2007 and 2008 crops.

- C ACRE Price** means the higher of the following, as determined by CCC, for the covered commodity or peanuts:
- the national average price received by producers during the 12-month marketing year (as defined in 7 C.F.R. Part 1412 or succeeding regulations) for the relevant current crop of the covered commodity or peanuts (the relevant current crop for a program year is the corresponding crop for commodity for that year – e.g., the current crop for the 2009 program is the 2009 crop), or
 - 70 percent of the marketing assistance loan rate for the relevant current crop of the commodity under Sections 1202 or 1307 of Pub. L. 110-246.
- D Actual Farm Production** means all of a farm's harvested and appraised production, including grazed acres, of a covered commodity or peanuts. Appraisals shall be performed by appraisers acceptable to FSA. Appraisals performed according to the Non-Insured Crop Disaster Assistance Program (NAP) or crop insurance guidelines are generally deemed acceptable to FSA for DCP and ACRE purposes.
- E Actual Farm Revenue** means per acre amount computed by multiplying the actual farm yield, which is a per acre amount, of a covered commodity or peanuts times the ACRE price for the relevant current crop year. The relevant current crop year for these and other purposes is the crop year that corresponds to the calendar year in which the relevant program year ends. Hence, for the 2009 contract or 2009 program, the relevant crop year would be the 2009 crop (that is, the crop considered to be the crop for the 2009 crop year).
- F Actual Farm Yield** means for the relevant current crop year, the per acre amount determined by dividing the actual farm production of a covered commodity or peanuts by the farm's total planted and considered planted acres of the covered commodity or peanuts.
- G Actual State Yield** means the State's per acre amount for the relevant current crop year for a commodity determined by dividing the actual production in the State of the covered commodity or peanuts by the total planted acres of the covered commodity or peanuts in the State.
- H Actual State Revenue** means the per acre amount for a covered commodity or peanuts determined for the relevant current crop year by multiplying the actual state yield by the covered commodity or peanuts times the ACRE Price.
- I Base Acres** means the number of acres for the covered commodity or peanuts on the farm specified on the contract (CCC-509). Base acres may be increased if a Conservation Reserve Program contract applicable to the farm expires or is voluntarily terminated. The adjustment in the base acres of a crop, if any, will be determined by the CCC. The producer's total base acres on the farm for all covered commodities and peanuts can never exceed the amount equal to the currently available cropland, adjusted for eligible double-cropping acreage on the farm, minus that amount of that cropland which is enrolled in the following:
- in the Department's Conservation Reserve Program;
 - in the Department's Wetland Reserve Program; or
 - in a federal conservation program for which payments are made in exchange for not producing an agricultural commodity on the acreage.
- J Benchmark Farm Yield** means, except as otherwise provided, a per acre yield for a covered commodity or peanuts computed using the Olympic average of the average yield per planted acre for the farm for the commodity for the 5 most recent crop years. The term "Olympic Average" means that the highest and lowest per acre yields for the 5 years will be eliminated and the remaining annual entries will be averaged. CCC may make adjustments needed to create, in CCC's opinion, a fair yield for the farm so as to ensure the integrity of the ACRE program. For purposes of determining a benchmark farm yield, yields on planted acres only will be considered except to the extent that the farm does not have a sufficient history to make a fair yield determination in which case a yield may be assigned by CCC.
- K Benchmark State Yield** means for a covered commodity or peanuts a per acre yield based, to the extent practicable, on data from the National Agricultural Statistical Service equal to the Olympic average (see above) of the average yield per planted acre for the State for the 5 most recent crop years. The benchmark State yield is used in determining the State ACRE guarantee. CCC may make such adjustments in these yields as it deems necessary to provide for a fair yield and ensure the integrity of the program.

- L Contract Period** means the compliance period set out below for the contract for the particular program year. The “program year” is designated in item 1 of the contract. In this Appendix, contracts for different program years will be referenced by their program year. Thus, for example, a reference to the “2009 Contract” means the contract for the 2009 program year and the relevant current crop for a program year is the corresponding crop for that commodity. Thus, the relevant current crop for the 2009 program is, with respect to a particular commodity, the 2009 crop. References to the “contract” period refer to the compliance period for the particular program year. The compliance periods for the various program years are as follows:
- (1) for the 2009 Contract (hence for the 2009 program) , the period that begins on October 1, 2008 and carries through September 30, 2009;
 - (2) for the 2010 Contract, the period that begins on October 1, 2009 and carries through September 30, 2010;
 - (3) for the 2011 Contract, the period that begins on October 1, 2010 and carries through September 30, 2011;
 - (4) for the 2012 Contract, the period that begins on October 1, 2011 and carries through September 30, 2012.
- M Covered Commodity** means wheat; corn; grain sorghum; barley; oats; upland cotton; long grain rice; medium grain rice; dry peas; lentils; small chickpeas (Desi Garbanzo beans); large chickpeas (Kabuli Garbanzo beans); sesame; soybeans; canola; crambe; flax; mustard; rapeseed; safflower; sunflowers; or other oilseeds, if any, as designated by the Secretary of Agriculture.
- N Crop Year** means the calendar year in which the crop is normally harvested or in which the majority of the crop, nationwide, would have been harvested. DCP and ACRE payments are made by program year based on certain crop-year specific rates. Those rates for a particular commodity for a particular program year will be for the corresponding crop year.
- O Deputy Administrator** means the person who holds the position of Deputy Administrator for Farm Programs (DAFP) for the Farm Service Agency, or the successor position if that position is abolished.
- P DCP** means the Direct and Counter-Cyclical program addressed in this Appendix.
- Q Dry Peas** means Austrian, wrinkled seed, yellow, Umatilla, and green peas, excluding peas grown for the fresh, canning, frozen or similar markets.
- R Farm ACRE Guarantee** means for a crop year of a covered commodity or peanuts the per acre producer-paid crop insurance premium (if any) added to the result of multiplying the benchmark farm yield, which is a per acre amount, times the ACRE guarantee price. The farm ACRE guarantee is used in determining whether a farm is eligible for ACRE payments for a covered commodity or peanuts.
- S Limited Resource Farmer** means, as determined in accordance with subparagraph 3Q of this Appendix, a farmer or rancher who meets both of the following criteria:
- (a) the person did not have, counting both direct and indirect interests, total gross farm sales for all farms in which that person has an interest of not more than the triggering level, as defined below, in both of the two calendar years that precede the calendar year in which the contract year begins. The triggering level is an indexed number that was originally for other programs, \$100,000. Beginning in October 2004 that number has been adjusted for inflation using the Prices Paid by the Farmer Index compiled by the National Agricultural Statistical Service. The triggering level for this contract shall be the indexed number as adjusted for the fiscal year that begins on the first day of the contract period, and
 - (b) the person’s total household income is at or below the national poverty level for a family of 4 or less than 50 percent of county median household income in each of the two most recent calendar years ending before the end of the program year, as CCC determines using U.S. Commerce Department Data.
- For purposes of making these determinations, interested persons are encouraged to use the USDA Limited Resource Farmer and Rancher Only Self Determination Tool at <http://www.lrftool.sc.egov.usda.gov/tool.asp>
- T Medium Grain Rice** includes short grain rice.

- U Minimum and Maximum Guarantee** means with respect to the State Acre Guarantee in the case of each of the 2010 through 2012 crop years, the adjusted amounts which assures that the State ACRE Guarantee for a program year for a covered commodity or peanuts shall not decrease or increase more than 10 percent from the announced State ACRE Guarantee for the preceding program year.
- V National Loan Rate** means the loan rate established according to Sections 1202 (a), (b), and (c) and Section 1307 (b) of Pub. L. 110-246.
- W Per Acre Producer-Paid Crop Insurance Premium** means the insurance premiums paid by all producers of a farm for insurance on a covered commodity or peanuts, provided that at least some of the insured crop acreage is subject to a CCC-509, divided by the total acres of the covered commodity or peanuts subject to the insurance coverage; regardless of whether or not all of the acres insured are included on the farm's FSA-578, Report of Acreage, or subject to a CCC-509.
- Example:** Producers A, B, and C have an interest in barley on a farm and the farm is enrolled in ACRE. Producers A and B paid crop insurance premiums totaling \$800 on 100 insured barley acres. Regardless how many acres of barley are planted, the per acre producer-paid crop insurance premium for barley is equal to \$8.
- X Planted acres for a State** means for:
- corn, sorghum, barley, oats, and wheat, the sum of harvested acres in a State, as reported by the National Agricultural Statistics Service (NASS) and the sum of failed acres in a State, as reported by producers on form FSA-578
 - all other crops, the sum of planted acres in a State, as reported by NASS
 - if NASS data is not available, other sources shall be used as determined appropriate by CCC.
- Y Planted and considered planted (P&CP)** means, with respect to an acreage amount, the sum of the planted and prevented planted acres approved by the FSA county committee on the farm for a crop.
- Z Producer** means an owner, operator, landlord, tenant, or sharecropper who *shares in the risk of producing a crop* and is *entitled to share in the crop available for marketing* from the farm, or would have shared had the crop been produced. In determining whether a grower using hybrid seed, under contract, to produce a covered commodity or peanuts is eligible for a program payment to which the contract applies, the CCC shall ignore the contract with the seed producer and allow the payment to the grower of the hybrid seed. The preceding sentence shall only apply, however, if the grower of the hybrid seed would, but for the contract, be eligible to be considered a producer of the crop.
- AA Pulse Crops** means dry peas, lentils, small chickpeas (Desi Garbanzo beans), and large chickpeas (Kabuli Garbanzo beans).
- AB Socially Disadvantaged Farmer or Rancher** means, as determined in accordance with subparagraph 3Q of this Appendix, a member of a group that, as declared and approved by the Deputy Administrator, is considered for these purposes to be a group whose members have been subject generally to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. The groups have been identified to include: (1) American Indians and Alaskan Natives; (2) Asian-Americans; (3) Black or African-Americans; (4) Hispanic-Americans; (5) Women. Other groups will not be included as a group to which this definition applies unless so declared by the Deputy Administrator. Persons submitting the contract should not check the box for socially disadvantaged farmer or rancher unless they certify that they are members of one of the five specific groups named above.
- AC State Acre Guarantee** means the per acre amount which is 90 percent times the benchmark State yield times the ACRE guarantee price, subject to the minimum and maximum guarantee specified above.
- AD All words and phrases** have the meanings assigned to them in the regulations found at 7 CFR Parts 718, 1400, and 1412 except to the extent that such definitions would be inconsistent with the specific provisions of this Appendix or of the contract.

3 CONTRACT

By signing CCC-509 the owners and producers on a farm understand and agree that:

- A Only a “producer”, as defined in part 2 of this Appendix, is entitled to earn direct and counter-cyclical or direct and ACRE payments. For a farm participating in DCP, the direct and counter-cyclical payment shares for each commodity for each producer, as identified on CCC-509, must be representative of each producer’s interest in base acres based on farming practices in the area to the satisfaction of the FSA County Committee. For a farm participating in ACRE, the direct payment shares for each commodity, as identified on CCC-509, must be representative of each producer’s interest in base acres based on farming practices in the area to the satisfaction of the FSA County Committee. The ACRE payment shares for a producer identified on the CCC-509, must be representative of the producer’s interest in planted acres of the covered commodities or peanuts planted on the farm;
- B A farm is limited in the number of ACRE payment acres to 83.3 percent of the planted and considered planted acres on the farm, not to exceed the total number of base acres of covered commodities and peanuts;
- C The direct and counter-cyclical payment shares for a producer may not exceed the producer’s applicable interest in base acres;
- D Producers have through the final signup date for the relevant program year to timely file the CCC-509 for that program year. That date is August 14, 2009 for the 2009 program. For other program years, the final date for sign-up shall be June 1 of the program year unless extended by CCC as allowed by regulation. References here to the “CCC-509” are to the basic contract for DCP and ACRE and not to the special election form (CCC-509 ACRE). The CCC-509 ACRE must be executed for the first crop year in which a farm is enrolled in ACRE. ACRE elections and enrollments are by farm and not by producer. Any farm that was enrolled in ACRE in any previous year may not generate payments under a DCP contract; that is, if the farm has been enrolled in ACRE in any previous year then no producer can enroll in DCP on that farm irrespective of whether the producer was involved with that farm previously. A farm cannot be enrolled in ACRE unless all producers on the farm for the first year of enrollment for that farm sign the separate election form for that first year of the enrollment. With respect to enrollment in the DCP or ACRE for a program year, under no circumstances will enrollment be permitted after August 14, 2009 for the 2009 program or after the final sign-up date established by CCC for subsequent program years. Contracts will not be approved unless all producers sharing in base acres with more than a zero share have submitted all applicable contracts and documentation necessary to make such approval, as determined by the Deputy Administrator. For those producers with an interest in the farm but a zero share of the contract payments, the contract will not be approved unless all producers on the farm have signed the contract or furnished supportive and necessary contractual documents (such as cash leases in lieu of signing for a zero share). A producer on the farm with a zero share of direct payment acres who wishes to be eligible to receive an ACRE payment must be a signatory on the CCC-509 with a zero share. For a farm to be enrolled in ACRE for the first time, each owner, operator, and producer on the farm must elect ACRE on CCC-509 ACRE prior to the execution of CCC-509. A contract not having all requisite signatures of producers having more than a zero share of contract acreage on or before the final sign-up date for the program year, will not be considered submitted to CCC for any purpose and will not be acted on or approved. Unless completed on time, those contracts submitted by a producer on or before the final signup date that were not signed by other producers according to this section will be deemed withdrawn and will not be approved. Producers on a farm are solely responsible for ensuring that enrollment occurs properly;
- E A CCC-509 becomes effective when signed by an authorized representative of CCC; however, the contract period is from October 1 of the contract period represented by the CCC-509 through September 30 of the contract period irrespective of when the contract is signed by the CCC representative or the person applying for benefits. Producers signing CCC-509 are representing compliance with the terms and conditions of the CCC-509 Appendix and federal regulations for the entire contract period;
- F At any time prior to September 30 of the relevant contract period, the contract may be terminated upon written agreement of all producers receiving payment under the contract and, if applicable, each producer shall repay advance direct payments received for the crop year, plus interest;

- G** Payments shall be terminated for a producer or owner whose interest in the crops or land on the farm is transferred during the contract period, in which case each applicable producer shall repay payments received for the contract year and shall not be entitled to earn direct, counter-cyclical or ACRE payments with respect to the farm for that contract period. The transferee may assume the obligation of the contract if the transferee is otherwise eligible to participate in the program by entering into a revised contract during the period of time prescribed by CCC. In the event a succession-in-interest occurs and the contract obligation is not assumed timely for the contract year, all producers on the contract shall refund to CCC payments received for the contract year in which the succession occurred, plus interest, and the farm will be considered not enrolled for that crop year;
- H** Changes in the farming operation that may affect any program determination after the Direct and Counter-Cyclical Program Contract or Average Crop Revenue Election Program Contract (CCC-509) is signed, including, but not limited to, ownership changes, producer changes, changes in the crop share arrangements on the farm, enrollment in the Planting Transferability Pilot Project, or as a result of adding pulse crop bases to the farm, shall be reported to CCC by all applicable producers signing a revised CCC-509 to reflect the change no later than September 30 of the applicable contract period. The failure of producers to timely report changes and file a revised CCC-509 may result in the loss of payments for all producers on the farm for the crop year covered by the contract. In such event, all producers on the contract shall refund to CCC payments received for the crop year, plus interest and the farm will be considered not enrolled in DCP or ACRE for that contract year;
- I** A completed farm reconstitution which divides or combines farms shall result in the termination of the initial contract for the relevant contract year and, with respect to the base acreage assigned by the Secretary to the resulting farms of a reconstitution, the farm producers must, to be eligible for payments for that contract year, enroll the base acres for the contract year by signing a new Direct and Counter-Cyclical Program Contract or Average Crop Revenue Election Program Contract (CCC-509) for the resulting farm by the later of the final signup date, or 30 days after notification of the bases and yields of the resulting farm. A contract not having all requisite signatures of producers on or before the final signup date, or 30 days after notification of the bases and yields of the resulting farm, will not be considered submitted to CCC for any purpose and will not be acted on or approved. Those contracts not enrolled by a producer on or before the final signup date, or 30 days after notification of the bases and yields of the resulting farm will be deemed withdrawn and will not be approved. Producers on a farm are solely responsible for ensuring that enrollment occurs. In addition, after the final signup date, neither the combination of a farm enrolled in DCP with any farm not enrolled in DCP nor the combination of a farm with an ACRE election with any farm not having an ACRE election is allowed. The failure of producers and owners to timely enroll the base acres may result in the loss of payments for all producers on the original or new farm for the crop year. The provisions of this paragraph that allow for a new contract after the normal signup date in the case of a reconstitution only apply to contracts for the program year in which the reconstitution was requested.
- J** Producers will timely file in the manner prescribed by CCC with the FSA County Committee the following, if required, and agree to meet any other certification or filing requirements, as may be required by CCC, if not already on file:
- (1) A certification of the acreage of all cropland on the farm in accordance with 7 CFR Part 718; and
 - (2) A farm operating plan in accordance with 7 CFR Part 1400; and
 - (3) A certification of compliance with the highly erodible land and wetland conservation provisions set forth in 7 CFR Part 12; and
 - (4) A certification of compliance with the average adjusted gross income provisions in accordance with 7 CFR Part 1400 (together with any waivers as may be deemed needed by CCC to verify income with the Internal Revenue Service or to otherwise facilitate the administration of the DCP and ACRE programs); and
 - (5) A report of production on the farm according to 7 CFR §1412.76.
- K** Violations of the highly erodible land and wetland conservation provisions of 7 CFR Part 12 may result, at CCC's discretion, in termination of the payments with respect to each producer in violation (or considered in violation) or a reduction in the contract payment. Upon termination, each producer shall forfeit all rights to

receive contract payments on each farm in which the producer has an interest and shall refund to CCC all contract payments received by such producer during the period of violation, plus interest. A producer considered in violation of those provisions may also lose other benefits.

- L** The payment limitation provisions of 7 CFR Part 1400 relating to payment limits and payment eligibility requirements are applicable to this contract and Appendix as indicated by relevant regulations. Except as specified below, the payment limitation per person or legal entity for direct payments received directly or indirectly for any crop year is \$40,000 for all covered commodities for all farms together under all contracts and separately, \$40,000 for peanuts. The general limit per person or legal entity per crop year under all contracts for that person or legal entity, for counter-cyclical payments received directly or indirectly, is \$65,000 for all covered commodities and separately \$65,000 for peanuts. These limits are modified for persons or legal entities that elect to participate in the ACRE on any farm. Producers on farms enrolled in ACRE are ineligible for counter-cyclical payments with respect to that farm; direct payments for that farm are reduced by 20 percent. In addition, the loan rate on ACRE farms for marketing loans will be reduced to 70 percent of the rate that would otherwise apply. For all persons or legal entities, the limits are for all covered commodities together per contract year for ACRE payments and counter-cyclical payments shall be, summed together and on all farms for all "covered commodities" combined and for peanuts (which is not a "covered commodity") separately, equal to \$65,000 plus the amount by which direct payments for those commodities, as applicable, were reduced for that person or legal entity under the ACRE contract or contracts. It is understood that a producer may be subject to an ACRE contract on some farms but not others, and that overall limits apply as indicated above. Under no circumstances can the total amount received per person or legal entity per contract year on all farms for covered commodities together, or peanuts separately, exceed \$105,000 for all direct, counter-cyclical, and ACRE payments. All determinations shall be made using the procedures and rules of part 1400. Further, for entities, an otherwise due payment will be reduced commensurately to the extent that any person with an interest in the entity, as determined under the payment limitation regulations in part 1400, would otherwise have a direct or indirect interest in program payments greater than the foregoing limits. Also, as permitted by 7 CFR Part 1403 payments to an entity can be setoff commensurately to the extent that persons with a direct or indirect ownership interest have a past due or collectable obligation to the United States or one of its agencies. Each producer determined by CCC to have adopted a scheme or device designed to evade, or which has the effect of evading such regulations, must refund any contract payment, marketing loan gain, or loan deficiency payment and any other applicable payment received on all farms in which such producer has an interest and shall be ineligible for such payments for the following contract year. Further, no payment may be allowed which is prohibited by any applicable regulation or statute;
- M** The regulations at 7 CFR Parts 12, 718, 1400, and 1412 are incorporated by reference as part of this contract;
- N** Representatives of CCC may enter the farm to determine if the producers are in compliance with this contract;
- O** The base acres on the farm to which this contract applies must be devoted to an agricultural or conserving use, and not for a nonagricultural commercial, industrial, or residential use. Base acres that are devoted to an agricultural or conserving use through noncultivation of any portion require effective control of noxious weeds and other maintenance measures through sound agricultural practices.
- P** Payments are subject to the availability of funds, compliance with all applicable laws and statutory changes and to limits on payments as may be provided for in the program regulations and it is specifically understood that any payments under this Appendix and the programs to which it applies are subject to statutory and regulatory changes including those that occur after the signing of the contract.
- Q** Generally, no farm that has a total of 10 base acres or less shall be eligible to receive payments on that farm, as determined by the Secretary. However, such a prohibition does not apply to a farm where at least 50 percent of the ownership interest is held by a socially disadvantaged or limited resource farmer or rancher, as determined by CCC. If the farm is owned by an entity, such as a corporation, at least 50 percent of the interest in that entity must be held by socially disadvantaged or limited resource farmer or rancher for the entity to be considered qualified as a socially disadvantaged or limited resource farmer or rancher. Socially disadvantaged farmer or rancher and limited resource farmer or rancher shall otherwise have the meaning assigned in part 2 of this Appendix;

- R** Owners of land that have rice DCP base acres must have their rice base acres apportioned to long grain rice and medium grain rice according to Section 1108 of the Food, Conservation, and Energy Act of 2008. For the purpose of this apportionment, medium grain rice includes short grain rice.
- S** Calculations provided for in this Appendix shall be made by farm, as provided for in the program contract (Form CCC-509) and each farm from which a producer or producer seeks payments must have a separate CCC-509 on file. A separate CCC-509 is required for each program year for each farm from which a producer seeks to receive payment and calculations for each program year will be made separately. There shall only be one CCC-509 from any farm for any program year – that is, all producers on the farm must for each program year, file a single, new CCC-509;
- T** If there is a discrepancy between terms of the CCC-509, the CCC-509 Appendix, or any current or subsequent statutory or regulatory provisions then the statutory or regulatory language shall apply.
- U** Producers are not required to purchase crop insurance or participate in the Non-insured Crop Disaster Assistance Program (NAP) in order to participate in DCP or ACRE.

4 PLANTING FLEXIBILITY PROVISION

- A** Producers may plant that part of their cropland that represents land in excess of the total base acres on the farm to any commodity. For that part of the cropland equal to the eligible base acres, the producer shall be subject to the restrictions set out below.
- B** The planting of fruits (including nuts), vegetables (other than mung beans and pulse crops) or wild rice on base acres on the farm is prohibited and shall result in a violation of the terms of this contract unless one of the following exceptions are met:
 - (1) The fruit (including nuts), vegetable or wild rice is planted in a double-cropping practice with a covered commodity or peanuts, as determined by the FSA County Committee, in any region ;
 - (2) designated by CCC in the regulations at 7 CFR Part 1412 as having a history of double-cropping covered commodities or peanuts with fruits, vegetables or wild rice, in which case there is no contract violation or reduction in, as applicable direct, counter-cyclical or ACRE, payments;
 - (3) The fruit (including nuts), vegetable or wild rice is planted on a farm that has an established history of planting fruits, vegetables or wild rice, as determined by the FSA County Committee, in which case there is no contract violation; however, direct, counter-cyclical or ACRE payment acres shall be reduced by an acre for each acre of base acres planted to a fruit (including nuts), vegetable (other than mung beans and pulse crops) or wild rice; or
 - (4) The producer(s) with an interest in the specific fruit (including nuts), vegetable or wild rice planted has an established history of planting the specific fruit, vegetable or wild rice, and the plantings on base acres do not exceed the producer's average annual planting history for the specific fruit, vegetable or wild rice for either the 1991 through 1995 crop years or the 1998 through 2001 crop years, but not both, as selected by the producer, in which case there is no contract violation; however, direct, counter-cyclical, or ACRE payment acres shall be reduced by an acre for each acre of base acreage planted to a fruit (including nuts), vegetable (other than mung beans and pulse crops) or wild rice. When calculating a producer's average annual planting history, all years in which the producer did not plant the specific fruit, vegetable or wild rice, as applicable, shall be excluded.
- C** Failure to comply with the fruit, vegetable and wild rice provisions of this section may result in the termination of the contract or a reduction in the direct, counter-cyclical, or ACRE payments, at CCC's discretion.

5 DIRECT PAYMENTS

- A** Subject to limits otherwise provided for (including, but not limited to the limits for ACRE farms), the direct payment for each covered commodity or peanuts will be computed by multiplying: (1) 83.3 percent (85 percent in 2012) of the covered commodity's or peanut's base acres (the result of which is indicated by the payment acres in Item 9 of CCC-509), by (2) the covered commodity's or peanut's program payment yield (identified in Item 10A of CCC-509), by (3) the payment rate for the covered commodity or peanuts as provided for in this Appendix, by (4) the producer's share of the covered commodity or peanuts (identified in Item 13 of CCC-509).
- B** CCC will make advance direct payments available to producers who request such an advance by multiplying the payment amount determined in paragraph A of this section by 22 percent for contracts enrolled for the applicable 2009 through 2011 program year. Such payments may be made as soon as practical after December 1 of the contract period through September of the contract period. For 2012, advance direct payments are not available.
- C** A producer must refund to CCC any payment which exceeds the amount actually earned under this contract, including the refund of unearned payments for a crop year resulting from another owner or producer assuming an interest in the base acres for the crop year. Interest on such refunds shall be assessed in accordance with 7 CFR Part 1403 and will accrue from the date of disbursement. In the event a succession-in-interest is timely reported on a revised CCC-509, interest on refunds from predecessors is not charged if such refund is made by September 30 of the contract period.
- D** A final payment for the crop year will be made to producers as soon as practicable after October 1 of the crop year in which the crop is normally harvested.
- E** For any person or entity with an ACRE contract on a farm, the direct payment otherwise allowed by this section for that farm shall be reduced by 20 percent.
- F** Direct payments related to a particular crop year will be made under the program year that ends in the calendar year that corresponds to that crop year. For example, direct payments for the 2009 crop of a commodity will be made under the 2009 program.

6 COUNTER-CYCLICAL PAYMENTS

- A** Counter-cyclical payments are authorized for a covered commodity or peanuts when the effective price for the commodity is less than the target price of the commodity. The effective price for a covered commodity or peanuts is equal to the sum of: (1) the higher of the national average market price received by producers identified in item 11 of this Appendix during the applicable 12-month marketing year for the covered commodity or peanuts, as determined by CCC under its regulations, or the national average loan rate for the commodity, subject to statutory changes, as found in the regulations at 7 CFR Parts 1421 and 1425, or other regulations, as applicable and (2) the direct payment rate for the covered commodity or peanuts, as provided at 7 CFR Part 1412 or other regulations, as applicable. The "marketing year" shall be the period identified in 7 CFR Part 1412 as the "marketing year" for the relevant commodity.
- B** The counter-cyclical payment, if any, for each covered commodity or peanuts will be computed by multiplying: (1) 85 percent of the covered commodity or peanut's base acres (the results of which is indicated by the payment acres identified in Item 9 of CCC-509), by (2) the program payment yield (identified in Item 10B of Form CCC-509), by (3) the payment rate for the covered commodity or peanuts (identified in Item 11 of this Appendix), by (4) the producer's share of the covered commodity or peanuts (identified in Item 13 of CCC-509).
- C** The counter-cyclical payment rate for a commodity, when authorized for a crop year, is determined by subtracting the effective price for the commodity from the target price of the commodity (target prices are established by statute and are listed later in this document). The direct payment rates, national loan rates, and maximum counter-cyclical payment rates are identified in Item 11 of this Appendix. Counter-cyclical payments are not available for 2009 crops of canola, crambe, flax, mustard, rapeseed, safflower, sesame, or sunflowers, because the sum of the national loan rate and the direct payment rate for those covered commodities is equal to or greater than the target price. Payments for other eligible oilseeds, if any, shall be as determined by the CCC.

- D** Generally, CCC may authorize partial counter-cyclical payments for a covered commodity or peanuts, if before the end of the applicable 12-month marketing year for the commodity, the Secretary estimates that counter-cyclical payments will be required. In this event, producers may request a partial payment of no more than 40 percent, as determined by the Secretary, of the projected payment amount, to be made after completion of the first 6 months of the marketing year for that crop. However, partial counter-cyclical payments for 2011 and 2012 program years are not available.
- E** A final counter-cyclical payment for the crop year, if applicable, will be made to producers beginning October 1, or as soon as practical, after the end of the 12-month marketing year for the applicable commodity.
- F** A producer must refund to CCC any payment which exceeds the amount actually earned under this contract, including the refund of any unearned partial counter-cyclical payment when appropriate because actual market prices exceed the projected market prices used in determining the partial payment rates. CCC may, at its discretion, automatically reduce any partial, advance, or final direct payments, counter-cyclical, or ACRE payments earned by, or which would otherwise be received by, the producer (or affiliated person or entity as provided in 7 CFR Part 1403) in any current or future year to help satisfy any obligation to repay any unearned partial, advance, or final direct, counter-cyclical, or ACRE payment for the current year or any other year under this contract. Likewise, such other payments may be withheld in the case of partial or advance payments pending a determination of whether those payments would themselves be subject to a refund because of a recalculation made when final payments are due. In the event that any overpayment was due to an error or omission either by CCC or by the party that receives the payment, and in the event of a contract violation, interest shall be due on the refund from the date of the disbursement by CCC. The rate shall be determined in accordance with normal CCC procedures and rules.
- G** Notwithstanding any other provision of this section, for any person or legal entity with an ACRE contract for a particular farm, there shall be no counter-cyclical payment made or due for that farm. That is, for such person or legal entity, the counter-cyclical payment for that farm shall be zero.
- H** Counter-cyclical payment related to a particular crop year will be made under the program whose program year that ends in the calendar year that corresponds to that crop year. That is, countercyclical payments due for the 2009 crop will be made under the 2009 program.

7 AVERAGE CROP REVENUE ELECTION PAYMENTS

- A** For a farm to be enrolled in ACRE for the first time, each owner, operator, and producer on the farm must elect ACRE on CCC-509 ACRE prior to the execution of CCC-509. The ACRE election and the execution of CCC-509 must be made no later than the final signup date. No later than the final signup date for the year of that otherwise one-time election, **any producer** on the farm may revoke the ACRE election by providing written notification to the FSA County Committee. Any CCC-509 for that program year is deemed to have been withdrawn and not recognized for any purpose if an ACRE election is withdrawn. However, once that farm is considered to have been finally enrolled in ACRE, that farm may only generate payments under ACRE and receive reduced direct payments for all subsequent crop years irrespective of whether the ownership of the farm has changed and irrespective of whether the producers on the farm have changed.
- B** As set forth in subparagraph A, except for the limitation in subparagraph A, an ACRE election for a farm is permanent and irrevocable and stays with the farm. When a parent farm with a valid ACRE election is reconstituted, each resulting farm is considered subject to the parent farm's ACRE election and cannot generate DCP (as opposed to ACRE) payments. That is, the resulting farms are ineligible for DCP and may not be combined further with any farm that is not subject to an ACRE election.
- C** A farm for which an ACRE election is made **cannot** be enrolled in DCP. If a producer with respect to a particular farm that has not previously been enrolled in ACRE enrolls in DCP in a contract year then subsequently chooses to elect and enroll that farm in ACRE in the same contract year, the DCP contract must be withdrawn prior to the sign up deadline. An election and enrollment in ACRE must occur prior to the end of the sign up period for that contract year for that farm to be considered to be enrolled in ACRE. A new CCC-509 contract (as opposed to the ACRE election) must be executed each year for which payments are sought and be executed prior to the end of the sign up period for that contract year. It is the producer's responsibility, not Farm Service Agency's, to ensure that decisions on DCP enrollment or ACRE election and enrollment are made

timely. Again, however, once a farm for a crop year has been enrolled in ACRE then the farm thereafter for any and all producers on that farm (irrespective of any history with the farm) may only generate payments in ACRE and receive reduced direct payments and not in the DCP unless that election for the first contract year is withdrawn by the final signup date for that program year.

Warning: A first-time ACRE election can not be withdrawn after the end of sign up for that program year and remains in effect through 2012.

- D** Advance ACRE payments are not authorized. ACRE payments will be made beginning October 1, or as soon as possible thereafter, after the end of the applicable marketing year, as defined in relevant regulations, for the relevant crop of the covered commodity or peanuts.
- E** For a commodity to generate an ACRE payment for a program year, two thresholds must be met for that program year for the relevant commodity:
 - the State ACRE Guarantee must exceed the Actual State Revenue; and
 - the Farm ACRE Guarantee must exceed the Actual Farm Revenue.
- F** The ACRE payments are made on a farm basis and may be made only if both thresholds of subparagraph E are met and if those thresholds are met, then the payment (subject to subparagraph J and to other limits that may apply) for each covered commodity or peanuts will be computed by multiplying:
 - 83.3 percent (85 percent in 2012) of the number of the farm's acres planted to the commodity and/or considered, by CCC, to have been planted to the commodity, but not to exceed the maximum number of payment acres provided for in J, by,
 - the benchmark farm yield divided by the benchmark state yield for that commodity by:
 - the lesser of:
 - the state ACRE guarantee minus actual state revenue for that commodity, or
 - the state ACRE guarantee times 25 percent for that commodity.
- G** Separate State ACRE Guarantees may be established by CCC for irrigated and non-irrigated production of a commodity if a state has at least 25 percent of the acreage planted to a covered commodity or peanuts as irrigated acres and at least 25 percent of the acreage planted to a covered commodity or peanuts as non-irrigated acres.
- H** Production reports for planted acres or appraisals must be submitted no later than the last crop reporting date for the covered commodity or peanuts in the year following the contract year. If a producer does not submit production evidence by the subsequent year's crop reporting deadline, the farm will not be eligible for ACRE payments for that year and for purposes of the benchmark yield for qualifying for future years, CCC may assign a zero yield. Producers are responsible for establishing to the satisfaction of CCC that acres should be considered planted to a commodity by CCC and CCC may in any circumstance considered an acre not to be planted or considered planted to a particular commodity if CCC deems it necessary for program integrity including those instances in which the crop may have been planted but in which there was not a reasonable likelihood of harvest.
- I** For any person or entity on a farm in ACRE with respect to a particular year:
 - the direct payments for that farm otherwise allowed shall be reduced by 20 percent, and
 - no counter-cyclical payment shall be made or be considered due for that farm. That is, for such person or legal entity, the counter-cyclical payment for that farm shall be zero.
 - In addition, the market assistance loan rates for commodities produced on the farm shall be reduced by 30 percent such that those rates shall be 70 percent of the rates that would apply if the farm were not in ACRE.

- J** The maximum ACRE payment acres on a farm are equal to 83.3 percent (85 percent in 2012) of the planted or considered planted (P&CP) acres, not to exceed the total number of base acres on the farm. Producers with more than a zero share of covered commodities or peanuts planted on the farm must notify CCC which acres and crops may be eligible for ACRE payments when total planted acres on the farm are more than 120 percent of the total base acres on the farm, by a date determined by CCC. If those producers can not or do not decide on the covered commodity or peanuts and the number of acres of each, then the payment acres will be prorated based on the percentage of P&CP acres.
- K** To establish the farm benchmark yield, participants must provide five year's production history. The farm benchmark yield shall use a 5-year Olympic average. There may be situations when the producer did not plant the covered commodity or peanuts or is not able to provide production evidence to establish the farm benchmark yield. In order to establish the farm benchmark yield in these types of situations, the farm benchmark yield shall be calculated using 95 percent of the actual county yield as determined appropriate by CCC, but CCC may make any adjustments as it deems necessary to ensure program integrity.
- L** Covered commodities or peanuts must meet the definition of the crop, as defined by DAFP. In general, covered commodities or peanuts must be intended to be mechanically harvested or grazed.
- M** Only initial planted acreage of covered commodities and peanuts, except for CCC-approved double-cropping, is eligible for ACRE payments. "Subsequent" crops, defined as crops planted on acreage that is prevented from being planted or on failed acreage are not eligible to generate ACRE payments, unless the subsequent crop meets CCC approved double-cropping requirements.

8 OTHER PAYMENT PROVISIONS

- A** A producer who declines to receive direct, counter-cyclical, or ACRE payments by indicating such on CCC-509 may subsequently decide to receive payments, provided that the producer signs a revised CCC-509 or otherwise notifies the FSA County Committee in writing on or before September 30 of the contract period. This authority is simply directed at a wholesale declination of payments and is unrelated to the irrevocable nature of an election to place a farm in ACRE. The ACRE election for a farm as specified elsewhere can only be revoked in the program year it is made and then only by the final signup date for that program year. This is a one-time ACRE election for a farm; each year there must be a separate enrollment on the CCC-509 contract.
- B** Payments shall not be earned by any producer on a contract for a particular program year, unless payment shares are properly designated and all producers sign the contract in accordance with the regulations at 7 CFR Part 1412. In cases where a valid payment share dispute exists, direct, counter-cyclical, or ACRE payments shall not be earned by producers involved in the dispute on the farm unless the payment share in dispute is resolved by agreement of the parties and documented in writing to the satisfaction of the FSA County Committee on or before September 30 of the contract period, and the agreed upon payment shares are compliant with program regulations and provisions.
- C** Any payment or portion thereof due any producer will be made by CCC without regard to any question of title under state law, and without regard to any claim or lien against the crop, or proceeds there from, which may be asserted by a creditor, except agencies of the U.S. Government. Offsets for debts owed to agencies of the U.S. Government shall be made prior to making any payments to producers or their assignees.
- D** Payments can be denied to any signatory who CCC determines has violated State law provisions that affect a tenant's right to lease agricultural land, or any person (including a subsequent tenant) who would profit by such a violation.
- E** Interest on any refund due CCC shall accrue beginning on the date of disbursement by CCC.
- F** All payments are subject to the availability of funds and to other limits in this Appendix or elsewhere that may apply and all payments are subject to changes in statutory and regulatory provisions (including any and all new statutory or regulatory provisions) irrespective of whether those amendments and provisions or changes occurred after the signing of this contract.

- G** In addition, no person or legal entity may receive a payment under this contract if their average adjusted gross nonfarm income for the relevant base period, as determined under the adjusted gross income (AGI) regulations in part 1400 is more than \$500,000 as determined under those regulations. Also, no person or legal entity can receive direct payments if their average adjusted gross farm income for the relevant period exceeds \$750,000. Further, for entities, an otherwise due payment will be reduced commensurately to the extent that any person with an interest in the entity, as determined under the AGI regulations, had such income over the foregoing limits for the relevant period as determined under Part 1400.

9 LOSS OF BENEFITS

- A** If CCC determines a producer erroneously represented any fact affecting a determination to be made by CCC under this contract, direct, counter-cyclical, or ACRE payments shall not be allowed on the farm with respect to the payment shares of that producer. If CCC determines that the misrepresentation was intentional or fraudulent, or if the producer knowingly adopted any scheme or device which tends to defeat the purposes of this contract, the producer shall forfeit all rights to contract payments on each farm in which the producer has an interest and shall refund to CCC all contract payments received by the producer during the period of the violation, plus interest. Schemes and devices and other actions to evade payment limitations can lead to ineligibility for payments for the relevant program year and the succeeding crop year as well, under the provisions of 7 U.S.C. 1308-2. Also, under those same statutory provisions, the filing of false documents or, to the extent provided by regulation, other serious actions can lead to a five year disqualification for payments. In addition, any scheme or device to increase the amount of the payment under a DCP or ACRE contract shall, irrespective of whether it is related to a maximum payment limitation or not, be grounds for denying payment under the contract involved or for demanding repayment if payment has already been made.
- B** All producers sharing in the contract payments are jointly and severally liable for any refunds determined pursuant to paragraph A of this section and CCC will establish claims for the full amount of the refund against each producer in accordance with 7 CFR Part 1403 and this Appendix. A signatory to the contract who does not receive any direct, counter-cyclical or ACRE share of the contract payments shall not be liable for the repayment of such refund.
- C** The provisions of this section are in addition to any liability which may be incurred under various criminal and civil statutes, including, but not limited to, 7 U.S.C. 1308-2, 15 U.S.C. 714m 18 U.S.C. 286, 287, 371, 641, 1001; and 31 U.S.C.3729.

10 MODIFICATIONS

CCC reserves the right to correct all errors in entering data on CCC-509 and CCC-509 ACRE and the results of computations made pursuant thereto and to modify this agreement and Appendix to reflect statutory and regulatory changes (including new statutory and regulatory provisions) in the program, including changes in program payments and program eligibilities. In the event of such modifications, producers shall be allowed to withdraw from the contract for the program year involved in which case all partial payments received under the contract for that program year shall be refunded with interest from the date the funds were disbursed by CCC. CCC also reserves the right to require refunds of payments as the result of determinations made in accordance with the maximum payment limitations in the regulations at 7 CFR Part 1400.

11 PAYMENT RATE INFORMATION

Direct Payments and Maximum Counter-Cyclical Rates for Covered Commodities and Peanuts, Crop Year 2009						
Commodity	Units	Target Price	Direct Payment Rate for DCP *	Loan Rate for DCP **	Minimum Effective Price	Maximum Counter-Cyclical Payment Rate
Wheat	\$/bu.	3.92	0.52	2.75	3.27	0.65
Corn	\$/bu.	2.63	0.28	1.95	2.23	0.40
Grain Sorghum	\$/bu.	2.57	0.35	1.95	2.30	0.27
Barley	\$/bu.	2.24	0.24	1.85	2.09	0.15
Oats	\$/bu.	1.44	0.024	1.33	1.354	0.086
Upland Cotton	\$/lb.	0.7125	0.0667	0.5200	0.5867	0.1258
Rice, Long Grain	\$/cwt.	10.50	2.35	6.50	8.85	1.65
Rice, Medium Grain	\$/cwt.	10.50	2.35	6.50	8.85	1.65
Soybeans	\$/bu.	5.80	0.44	5.00	5.44	0.36
Other Oilseeds	\$/cwt.	10.10	0.80	9.30	10.10	0.00
Dry Peas	\$/cwt.	8.32	0.00	5.40	5.40	2.92
Lentils	\$/cwt.	12.81	0.00	11.28	11.28	1.53
Small Chickpeas	\$/cwt.	10.36	0.00	7.43	7.43	2.93
Large Chickpeas	\$/cwt.	12.81	0.00	11.28	11.28	1.53
Peanuts	\$/short ton	495.00	36.00	355.00	391.00	104.00

Direct Payments and Maximum Counter-Cyclical Rates for Covered Commodities and Peanuts, Crop Year 2010 through 2012						
Commodity	Units	Target Price	Direct Payment Rate for DCP *	Loan Rate for DCP **	Minimum Effective Price	Maximum Counter-Cyclical Payment Rate
Wheat	\$/bu.	4.17	0.52	2.94	3.46	0.71
Corn	\$/bu.	2.63	0.28	1.95	2.23	0.40
Grain Sorghum	\$/bu.	2.63	0.35	1.95	2.30	0.33
Barley	\$/bu.	2.63	0.24	1.95	2.19	0.44
Oats	\$/bu.	1.79	0.024	1.39	1.414	0.376
Upland Cotton	\$/lb.	0.7125	0.0667	0.5200	0.5867	0.1258
Rice, Long Grain	\$/cwt.	10.50	2.35	6.50	8.85	1.65
Rice, Medium Grain	\$/cwt.	10.50	2.35	6.50	8.85	1.65
Soybeans	\$/bu.	6.00	0.44	5.00	5.44	0.56
Other Oilseeds	\$/cwt.	12.68	0.80	10.09	10.89	1.79
Dry Peas	\$/cwt.	8.32	0.00	5.40	5.40	2.92
Lentils	\$/cwt.	12.81	0.00	11.28	11.28	1.53
Small Chickpeas	\$/cwt.	10.36	0.00	7.43	7.43	2.93
Large Chickpeas	\$/cwt.	12.81	0.00	11.28	11.28	1.53
Peanuts	\$/short ton	495.00	36.00	355.00	391.00	104.00

* Reduced by 20 percent for farms participating in ACRE.

** Reduced by 30 percent for farms participating in ACRE.

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To view these forms, you will need to have the free Adobe Acrobat Reader installed on your computer.

When viewing a form, please have only **one** browser window open.

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Form Number	Description	Help
+ AD 893	To solicit recommendation from residents merchants key Agricultural leader elected official to assist Secretary in determining percent of cropland which can be enrolled in CRP/WRP by county.	
+ AD 893 Spanish	Spanish version of AD-893. This form is used by public citizens who are seeking to increase the amount of land available to be enrolled into CRP or WRP in their county.	
+ CCC 526-C	Payment Eligibility - Average Adjusted Gross Income Certification For Certain Conservation Reserve Program Contracts Approved Before October 1, 2008	
+ CCC 883	Cotton producers submit CCC-883 to request authorization to remove seed cotton pledged as loan collateral from storage to sell it or have it ginned.	
+ CCC 883 Spanish	Spanish version of CCC-883. Cotton producers submit CCC-883 to request authorization to remove seed cotton pledged as loan collateral from storage to sell it or have it ginned.	
+ CCC 526 Spanish (08-12-08)	2008 Payment Eligibility Average Adjusted Gross Income Certification (08-12-08). Producers use this form to certify compliance with the AGI provision for the receipt of commodity, conservation, and price support program benefits.	
+ CRP 1	This form is the contract between the Commodity Credit Corporation and producers for the Conservation Reserve Program	
+ CRP 1 Appendix	Used to Administer the Conservation Reserve Program (CRP).	
+ CRP 1 Appendix Spanish	Spanish version of CRP-1 Appendix. This document contains all of the rules and conditions that the applicant will have to follow to comply with the CRP-1 Contract.	
+ CRP 1-E Addendum	The specific terms and conditions the participant is agreeing to when land under a CRP contract is acquired by a Federal Agency through foreclosure or otherwise.	

1 | 2 | 3

This form is available electronically.

CRP-1 (03-26-04)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION	2. SIGN-UP NUMBER
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER	4. ACRES FOR ENROLLMENT
<small>NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</small>		5. FARM NUMBER	6. TRACT NUMBER(S)
7. COUNTY OFFICE ADDRESS (Include Zip Code):		8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input type="checkbox"/>	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) <input type="text"/> TO: (MM-DD-YYYY) <input type="text"/>
TELEPHONE NUMBER (Include Area Code):			

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. **The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.**

10A. Rental Rate Per Acre	\$	11. Identification of CRP Land (See Page 2 for additional space)				
B. Annual Contract Payment	\$	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
C. First Year Payment	\$					
(Item 10C applicable only to continuous signup when the first year payment is prorated.)						

12. PARTICIPANTS

A(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (If more than three individuals are signing, continue on attachment.)	DATE (MM-DD-YYYY)
B(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (If more than three individuals are signing, continue on attachment.)	DATE (MM-DD-YYYY)
C(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (If more than three individuals are signing, continue on attachment.)	DATE (MM-DD-YYYY)

13. CCC USE ONLY - Payments according to the shares are approved.	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

1. DEFINITIONS

The following definitions are applicable to the Conservation Reserve Program (CRP) Contract:

- A. CRP contract or CRP-1** means the program documents including form CRP-1, the applicable contract appendix, conservation plan and the terms of any required easement, if applicable, entered into between CCC and the participant. Such contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B. Current agricultural market value** for offer evaluation purposes means the amount in dollars per acre as determined by CCC to be the adjusted price at which the land placed in the CRP could be rented based on the average cash rental rate, or equivalent, per acre, and which is paid for dryland cropland at the time at which this contract is signed by the participant.
- C. Vegetative cover** means perennial or permanent grasses, legumes, forbs, and shrubs with a life span of 10 years or more, or trees.
- D.** All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

2. ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM

- A.** By signing the CRP contract, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the contract for the contract period and, if applicable, any easement period and shall, upon demand, provide evidence to CCC demonstrating that such participant will control the land for that period.
- B.** Land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise, in writing, by CCC, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CRP. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to such land.

3. RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS

- A.** Any person who enters into this CRP contract or participates in such contract at any time who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.) shall be ineligible to receive annual rental payments under this contract unless such person meets the requirements of 7 CFR Part 1400 which shall be applicable to this contract.
- B.** Persons succeeding to a CRP contract subject to a reduction in payment under this paragraph 3 for any preceding party shall not be eligible for payments during the contract period greater than those that could have been received by such preceding party.

4. AGREEMENT

A. The participant agrees:

- (1) That the applicable CRP-2 and CRP-1 and its addenda shall be considered an offer to enter into the Conservation Reserve Program on the terms specified on Form CRP-1 and its addenda. The offer, until revoked, may be accepted by CCC provided further, that liquidated damages may apply in the case of a revocation as specified elsewhere in this Appendix;
- (2) To place eligible land into the CRP for a period of 10 years, or as agreed to by CCC for a longer period not to exceed 15 years, from the effective date of the CRP contract executed by CCC;
- (3) To comply with the terms and conditions of the Conservation Plan;
- (4) To establish, maintain, and replace, as specified in the CRP contract, the practices agreed to in the Conservation Plan;
- (5) Not to harvest or sell, nor otherwise make commercial use of, trees or forage or other cover on the CRP land including the shearing or shaping of trees for future use as Christmas trees (the participants may conduct pruning, thinning, stand improvement, or other activities consistent with customary forestry practices on land that is planted to trees); provided further, however, that CCC may, in its discretion and only in writing or by publication intended for a general allowance for CRP lands in particular States or regions, permit, in certain emergencies, certain commercial uses, as specified by CCC, which may be conditioned on a reduction in CRP payments otherwise payable under this contract;
- (6) Not to undertake any action on land under the participant's control which tends to defeat the purposes of this contract, as determined by CCC;
- (7) To annually certify crop and land use for the farm with the CCC on the appropriate form, accurately listing all land enrolled in CRP on the farm, not later than the final reporting date determined and announced by the Farm Service Agency, or successor agency;
- (8) To control on land subject to a CRP contract all weeds, insects, pests and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected and to provide such maintenance as necessary to avoid an adverse impact on surrounding land, taking into consideration water quality, wildlife and other factors;
- (9) Not to disturb the acreage under contract during the primary nesting and brood rearing season for wildlife, except as approved by CCC;
- (10) To annually file required forms as requested by CCC for payment limitation determinations;
- (11) To file applicable forms required by CCC for Adjusted Gross Income (AGI) determinations;
- (12) That it is understood any payment or portion thereof due any participant will be made by CCC without regard to any question of title under State law, and without regard to any claim or lien which may be asserted by a creditor, except agencies of the U. S. Government. Offsets for debts owed to agencies of the U. S. Government shall be made prior to making any payments to participants or their assignees.
- (13) To perform certain periodic management activities described in the conservation plan to maintain the approved cover such as light disking, burning, etc.

B. CCC agrees, subject to the availability of funds:

- (1) To share the cost with owners and operators of establishing an eligible practice, or an identified unit thereof, agreed to in the Conservation Plan as described herein, except that, in no case may the share of CCC exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this contract is signed by the participant, unless the CCC otherwise approves such amount, provided further, that such approval must specifically reference the particular land placed in the CRP under this contract;
- (2) To pay the agreed-upon annual rental payment, including any incentive payment, based upon the shares to which the parties have agreed as set forth on Form CRP-1 for a period of years not in excess of the contract period;
- (3) To pay to the participant, to the extent required by CCC regulations, an interest penalty on cost- share payments, incentive payments, and all annual rental payments not made by the date, as determined by CCC, that the payment is due;
- (4) To make annual rental payments after October 1 of each year of the contract period.

5. CONSERVATION PLAN

A. Subject to the approval of CCC, the Conservation Plan will include some or all of the following information and requirements:

- (1) The vegetative or water cover to be established on the CRP land;
- (2) A tree planting plan, developed in cooperation with the Forest Service, if trees are to be established as the vegetative cover on the CRP land;
- (3) A schedule of completion dates for establishment of the cover on the CRP land;
- (4) The level of environmental benefits which must be attained on the CRP land;
- (5) Any other practices required for the establishment or maintenance of the cover on the CRP land including weed, insect, pest, and other controls of undesirable species, and such maintenance as necessary to avoid an adverse impact on surrounding land as determined appropriate by CCC, taking into consideration the needs of water quality, wildlife concerns, and other factors.
- (6) The acreage will not be disturbed during the primary nesting season for wildlife as determined by CCC.
- (7) Management activities authorized by paragraph 6.

B. By signing the Conservation Plan, the participant agrees to implement the practices specified in such Conservation Plan on the CRP land even if such practices differ from those listed on Form CRP-1.

6. MANAGEMENT ACTIVITIES

Subject to the approval of CCC, the Conservation Plan may include managed grazing or harvesting of the cover on the CRP land, including biomass, as necessary to avoid an adverse impact on surrounding land, as determined appropriate by CCC, taking into consideration the needs of the vegetative cover, wildlife concerns, and other factors. Managed grazing or harvesting may be conditioned on a reduction in CRP payments otherwise payable under this contract, as determined by CCC.

7. COST-SHARE PAYMENTS

- A.** Subject to the availability of funds, cost-share payments shall be made available upon a determination by CCC that an eligible practice, or an identifiable unit thereof, has been established in compliance with the conservation plan and with appropriate standards and specifications.
- B.** CCC will not make cost-share payments in excess of 50 percent of the actual or average cost of establishing the eligible practice specified in the Conservation Plan as determined by CCC. It is understood that all cost-shares from all sources must be reported to CCC and that a reduction in the CCC cost-share may be made if there are other cost-shares received. Such reductions will be made to the extent required or allowed by the program regulations.
- C.** Except as otherwise provided for in program regulations, cost-share assistance may be made available under the CRP only for the establishment or installation of an eligible practice. In order to receive cost-share assistance, the participant, upon completion of the practice, must file Form AD-245 or similar form approved by CCC, for approval by CCC.

8. PROVISIONS RELATING TO TENANTS AND LANDLORDS

- A.** Payments shall not be paid under this CRP contract if CCC determines that:
 - (1) The landlord or operator has:
 - (a) when the acreage offered is not enrolled in the CRP at the time of signup:
 - (i) not provided tenants who have an interest in the acreage being offered at the time of signup an opportunity to participate in the benefits of the program;
 - (ii) reduced the number of tenants on the farm as a result of or in anticipation of enrollment in the CRP.
 - (b) when the acreage offered is enrolled in the CRP at the time of signup, not provided tenants with an interest in the CRP contract acreage an opportunity to participate in the benefits of the program if:
 - (i) the tenants are otherwise involved in farming other acreage, as determined by CCC, on the farm at the time of signup; or
 - (ii) the tenants have an interest in the acreage being offered on the effective date of the new CRP-1.
 - (2) The landlord or operator has deprived any tenant of any benefits to which such tenant would otherwise be entitled.
 - (3) If any such conditions as identified in (1) and (2) occur or are discovered after payments have been made, all or any part of the payments, as determined by CCC, must be refunded with interest and no further payments shall be made.
- B.** After this CRP contract is approved, the operator or tenant may, with the approval of CCC, be replaced for purposes of the CRP contract and for payments to be made under the contract if such tenant or operator, as determined by CCC:
 - (1) terminates their tenancy voluntarily or for some reason other than being forced to terminate their tenancy by the landowner or operator in anticipation as, or because of, participation in the program;
 - (2) fails to maintain tenancy, as determined by CCC, throughout the CRP contract period;
 - (3) files for bankruptcy and the trustee or debtor in possession fails to affirm this CRP contract;
 - (4) dies during the term of this CRP contract and the administrator of the operator or tenant's estate (or a similar person with authority to administer the affairs of the operator or tenant) fails to succeed to this contract within the time required by CCC; or
 - (5) was removed for cause, as determined by CCC.

- C. The removal of an operator or tenant from the agreement shall not release the operator or tenant from liabilities for actions arising before such removal.

9. ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A. A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract and the regulations applicable to this CRP contract, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to the CRP contract. Such liquidated damages will be determined in accordance with paragraph 10 of this Appendix.
- B. Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrowings from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C. The remedies provided under paragraph 9A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

10. LIQUIDATED DAMAGES

It is mutually agreed that in the event the CRP contract is breached by the participant, the CCC will suffer substantial damages which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due, for breach of contract prescribed in this contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent of the rental payment rate per acre on Form CRP-1 by, (2) the number of acres that are the subject of the CRP contract. Such amount shall be due as liquidated damages in addition to such other damages or amounts as may be due, and not as a penalty.

11. NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT

CCC agrees that, if any changes of any terms and conditions of this CRP contract, including changes necessary to reconcile the practices listed on the CRP-1 to those specified in the conservation plan, become necessary prior to the date that this contract is approved on behalf of CCC, CCC will notify the persons signing the CRP-1 of such change and such person will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the offer. The participant agrees to notify the CCC of an intention to withdraw from the offer within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

12. CORRECTIONS

CCC reserves the right to correct all errors arising from entering data or computations in the contract.

13. TERMINATION OF CONTRACT; JOINT LIABILITY

If a participant fails to carry out the terms and conditions of this CRP contract but CCC determines that such failure does not warrant termination of this CRP contract, CCC may require such participant to refund, with interest, payments received under this CRP contract, or require the participant to accept such adjustments in the subsequent payment as are determined to be appropriate by CCC. Participants that sign the CRP-1 with zero percent interest in the annual rental payment shall not be held responsible for contract compliance.

14. CONTRACT MODIFICATIONS

- A.** CCC may modify this contract to add, or substitute certain practices when:
 - (1) The installed practice failed to adequately control erosion through no fault of the participants;
 - (2) The installed measure has deteriorated because of conditions beyond the control of the participants; or
 - (3) Another practice will achieve at least the same level of environmental benefits.
- B.** Concurrence of NRCS and the conservation district may be obtained by CCC when modifications to this contract involve a technical aspect of a participant's Conservation Plan.

15. EFFECTIVE DATE AND CHANGES TO CONTRACT

- A.** The CRP contract is effective when, as determined by CCC, it has been signed by the participants and an authorized representative of CCC. Except as otherwise determined by CCC, as permitted by regulations or other law, the CRP contract may not be revoked or revised unless by mutual agreement between the parties. If, after the effective date of this contract, CCC determines that the offered acreage was erroneously enrolled or otherwise ineligible for enrollment, CCC may terminate the contract. Such termination shall not effect payments already made to the participants as of the time of termination. Within the dates established by CCC, the CRP contract must be signed by all required participants.
- B.** In the event that a statute is enacted during the period of this CRP contract which would materially change the terms and conditions of this CRP contract, the CCC may require the participants to elect between acceptance of modifications in this CRP contract consistent with the provisions of such statute or termination of this CRP contract.

16. TRANSFER OF LAND

- A.** If a new owner or operator purchases or obtains the right and interest in, or right to occupancy of, the land subject to this contract, such new owner or operator, upon the approval of CCC, may become a participant to a new CRP contract under the same terms and conditions with CCC covering such transferred land;
- B.** With respect to the transferred land, if the new owner or operator becomes a successor to the existing CRP contract, the new owner or operator shall assume all obligations under such contract of the previous participant;
- C.** If the new owner or operator becomes a successor to a CRP contract with CCC:
 - (1) Cost-share payments shall be made to the participant who established the practice; and
 - (2) Annual rental payments to be paid during the fiscal year when the land was transferred shall be divided in an equitable manner, as determined by CCC.

- D.** A new owner or operator will not be eligible to succeed to the CRP contract or receive payments under the contract if a previous participant in the contract maintains or acquires any interest of any kind in the property including, but not limited to, present, future, or conditional interests, or reversionary interests, or any option with respect to the property. In addition, unless otherwise approved in writing by CCC for the particular contract, a new owner or operator will not be eligible to succeed to the CRP contract, if a lender has or will obtain an option to purchase the property, any other right of occupancy, or share in the equity in the property which is not conditional on a foreclosure or other remedy for nonpayment of debt or on a voluntary transfer by the person seeking to succeed to the CRP contract.
- E.** The participant certifies that no person has, or will, obtain an interest in the property that would render the new owner or operator to be ineligible to succeed to the CRP contract under the provisions of this paragraph. The existence or acquisition of such an interest by another person shall be considered a breach of the contract for which the CCC may terminate the contract and enforce the remedies provided in this Appendix.
- F.** If a participant transfers all or part of the right and interest in, or right to occupancy of, the CRP land and the new owner or operator does not become a successor to such contract within 60 days, or such other time as determined appropriate by CCC, of such transfer, such contract will be terminated with respect to the affected portion of such land and the original participant must:
- (1) Forfeit all rights to any future payments with respect to such acreage;
 - (2) Refund all or part of the payments made with respect to such contract plus interest thereon, as determined by CCC; and
 - (3) Pay liquidated damages to CCC as specified in paragraph 10 of this Appendix.

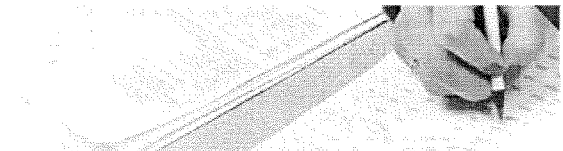
17. REGULATIONS TO PREVAIL

The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.



United States Department of Agriculture

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1 - 3 of 3

Form Number	Description	Help
+ CCC 564	The information provided by the producers is used for applying for the 2001 or 2002 crop disaster program. The County Office will assist producers in completing this form.	
+ CCC 564-M	This form will only be used for producers applying for the 2001 or 2002 crop disaster program that have applied for benefits on acreage that has been planted to multiple crops.	
+ SF 424-D	Assurances - Construction Programs	

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This form is available electronically.

CCC-564 (05-27-03) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation 2001 and 2002 CROP DISASTER PROGRAM APPLICATION	1A. Producer's Name and Address (City, State and Zip Code)		2. Producer's Identification No.	
	1B. Producer's Telephone No. (Including Area Code)		3. State and County Codes	
	4. Crop Year (Check ONLY one): <input type="checkbox"/> 2001 <input type="checkbox"/> 2002			
NOTE: The authority for collecting the following information is Pub. L. 108-7, Agricultural Assistance Act of 2003. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.	5. Unit Number	6. Crop	7. Planting Period	8. FSN's Associated with Unit

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the following information is The Agricultural Assistance Act of 2003 (Pub. L. 108-7) and 7 CFR Part 1480. The information will be used to determine eligibility for program benefits. Furnishing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility. In addition to the already published routine uses, this information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. All information provided herein is subject to verification by the Commodity Credit Corporation. As provided in various statutes, failure to provide true and correct information may result in civil suit or criminal prosecution and the assessment of penalties or pursuit of other remedies. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

PART A - NOTICE OF LOSS

9. Check appropriate block: <input type="checkbox"/> Insured <input type="checkbox"/> Noninsurable <input type="checkbox"/> Uninsured	10A. What disaster event caused the loss?: <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>			11. Number of trees per unit/avg age
	10B. Date Crop Planted	10C. Disaster Event Date	10D. Date Crop Destroyed/Abandoned	
12. Check type of loss reported in Item 10. (Check any and all that apply) <input type="checkbox"/> Prevented Planting <input type="checkbox"/> Damaged Crop/Low Yield		13. Prevented Planted Acreage	14. Planted Acreage	

PART B - RECORD OF MANAGEMENT FOR THIS CROP

15. Purchased/Delivered/Arranged for:	YES	NO	If "YES", explain (for prevented planting attach copies of receipts):
Seed, Chemical and Fertilizer			
Land Preparation Measures			
16. What cultivation practices were employed on damaged/low yield crop acreage?			
17. What was done with prevented planted or damaged crop acreage?			
18. Was any acreage on this application planted to another crop? <input type="checkbox"/> YES (If "YES", list crop(s)): _____ <input type="checkbox"/> NO			

PART C - YIELD BASED CROPS (FOR SINGLE MARKET CROPS ONLY)

										COC Use Only				
19. Type/ Variety	20. Producer Share	21. Acres	22. Practice	23. Stage	24. Actual Harvested Production	25. RMA Prod.	26. Net Indemnity	27. Use	28. Salvage Value	29. Assigned/ Adj. Production	30. Flag	31. Salvage	32. Adjusted Unharvest. Factor	33. Quality Affected Production
														Level I
														Level II
														Level III
														Level IV
														Level V
														Unaffected

PART D - YIELD BASED CROPS (FOR MULTIPLE MARKET CROPS ONLY)

												COC Use Only				
34 Type/ Variety	35. Producer Share	36. Acres	37. Prac.	38. Stage	39. Market	40. Act. Harvest. Prod.	41. RMA Production	42. Net Indemnity	43. Use	44. Historical Mktg. %	45. Salvage Value	46. Assigned/Adj. Production	47. Flag	48. %	49. Salvage	50. Adj. Factor
					Primary											
					Secondary											
					Tertiary											
					Unmarketable											

PART E - VALUE LOSS CROPS

51. Type (Example: SCO for Scotch Pine):	52. Producer's Share	%
53. Field Market Value A	\$	
54. Dollar Value of Inventory After Disaster	\$	
55. Dollar Value of Ineligible Causes	\$	
56. Field Market Value B. Add Items 54 and 55, enter the result.	\$	
57. Crop Value Loss. Enter the Result of Item 53 minus Item 56. <i>(Note: This is not the calculated eligible dollar amount for benefits. Complete CCC-564C to calculate benefits.)</i>	\$	
58. Salvage Value	\$	59. COC Use Only \$
60. Net Indemnity	\$	

PART F - REMARKS (Include information necessary to document any loss, unusual practices or uses, or calculation used in documenting production.)**PART G - PRODUCER'S CERTIFICATION**

I understand that USDA will be conducting spot-checks for this program and authorize FSA access to any records held by elevators, processors, contractors, etc. or any other agency or organization maintaining records or other substantiating evidence for which I am basing this certification of production.

I certify that all information reported on this application and the CCC-564M, if applicable is true and correct and understand that if any information is determined to be in error that the application may be denied and may result in a determination of ineligibility in whole or in part.

NOTICE: This application will not be complete until the following forms are filed:

- CCC-566, 2001 and 2002 Crop Insurance and/or Noninsured Assistance Program Coverage Agreement.
- CCC-565, Disaster Assistance Gross Revenue Certification Statement.
- CCC-564M, 2001 and 2002 Crop Disaster Program for Multiple Crop - Same Acreage Certification, if Item 18 is answered "YES".

The following are only applicable if one is currently not on file.

- CCC-502, Farm Operating Plan for Payment Eligibility.
- AD-1026, Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification.
- FSA-578, Report of Acreage. *(If insured, acreage report not required.)*

61A. Producer Signature	61B. Date (MM-DD-YYYY)
62A. Signature of COC or Designee	63A. County FSA Office Name and Address (Including Zip Code)
62B. Date (MM-DD-YYYY)	62C. Determination: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
63B. Telephone No. (Area Code):	