

IDA Savings Program Plan and Agreement

SLS SAMPLE DOCUMENT 07/11/17

Effective date of agreement: _____, __ 20__

Participant name:	
Participant mailing address:	
Participant phone/ E-mail:	XXX-XXX-XXXX X@XXX
SSN:	
Preferred language:	

- Asset Goal:**
- First Time Farm/Home Ownership
 - Down Payment on Farm Land
 - Purchase Farm Machinery (please specify): _____
 - Other Capital Expenditure for Commercial Farming (please specify): _____

Savings Goal:	\$ _____
Program Period (# of months):	
Bank:	
Monthly Deposit:	\$ ____/month
Client Match Ratio:	2:1 (\$2 for every \$1 Participant saves)
Maximum Match Amount:	Client will contribute up to [\$ _____] in matching funds
Vendor for Asset Goal:	

Required actions by Participant

Savings account	Sign this Agreement	once
	Sign account agreement with Bank	once
	Make Monthly Deposit	every month, by the 15th, for [20] months
	Make written notice to request funds for asset purchase	once, within 30 days after meet Savings Goal and complete Program requirements
Education and training	Attend financial literacy workshop	once
	Attend farm financing workshop	once
	Attend business planning workshop	once
Information given to Client	Provide business and marketing plan	once, within 60 days after bus plan workshop
	Provide savings and budget plan	each year
	Provide federal and state tax returns	each year, within 30 days after filing
	Provide updated income and contact information	each year within 14 days of change
	Fill out evaluation surveys and do interviews	each year
	Meet with Client in-person or by phone	every three months

This is a summary of activities the Participant must complete on a timely basis in order to receive matching funds from Client. More information is contained in the Terms and Conditions. Workshop content may change based on discussions between Client and Participant.

Please check the boxes to agree to any of the following:

Participant accepts the provisions in Section 4.3 authorizing Client to use Participant's name and/or likeness in promotional materials and public communications including but not limited to reports, evaluations, and media releases covering the Program.

Participant accepts the provisions in Section 4.3 authorizing Client to provide Participant's name and contact data to third parties seeking to study and communicate publicly information about the Program and its participants.

This document, which consists of this form (the "Plan") and the attached Terms and Conditions (together, the "Agreement"), creates a legal contract between [_____] Client ("Client") and Participant. It describes the terms and conditions of Client's Individual Development Account Program (the "Program"). By signing below, Participant confirms that he or she understands and agrees to the terms of this Agreement and certifies that he or she is a citizen and/or legal resident of the United States.

Client

Participant

Name: _____

Name: _____

By: _____

By: _____

Title: _____

Date: _____

Date: _____

[Translator: I certify that I am competent to translate between English and _____ and have explained this document fully and to the best of my ability to the Participant in _____ language.

Name: _____ Signature: _____ Date: _____]

Terms and Conditions

1. Savings account and match

1.1 Savings Account

Participant will open a savings account ("Account") at the Bank specified in the Plan. Participant will use the Account only for savings under the Program. The Account will be subject to the terms and conditions set out in any account documentation provided by the Bank. Participant will not have access to an ATM card.

1.2 Account Access

Both Participant and Client will have online access to monitor the Account. Participant understands that the Account is a "dual signature account," and that any withdrawal will require the signature of both Client and Participant.

1.3 Deposits; Late Payments

Participant will make the Monthly Deposit specified in the Plan to the Account each month of the Program Period. These deposits must be comprised entirely of earned income. Participant must make each deposit no later than the 15th in order to be eligible to receive Client matching funds for that month. If Participant is unable to make the full monthly deposit before the 15th, Participant may still deposit into the Account by that date any portion of the monthly deposit. Any portion of the full deposit made on time will be eligible to receive Client matching funds. Any deposit made after the 15th of that month but before the end of that month will be considered late and, subject to Client's sole discretion, may not be eligible for Client matching funds.

1.4 Matching Ratio; Failure to Meet Savings Goal

Client will match by a 2 to 1 ratio Participant's savings deposits from earned income for the number of months specified as the Program Period in the Plan. This means that for every one dollar deposited into the Account by Participant, Client will contribute two dollars toward the Savings Goal at the time of asset purchase. Savings above the Monthly Deposit specified in the Plan or savings from gifts or any other source will not be eligible for Client matching funds. If Participant does not meet the Savings Goal within the Program Period, Participant will be removed from the Program and Client will not be obligated to provide or pay out any matching funds.

1.5 Asset Purchase; Payment to Vendor

If and when Participant's deposits in the Account total the Savings Goal, Participant will notify Client. Participant and Client will review whether Participant has met all Program requirements, and Client will so advise Participant. If Participant has met the requirements, then Participant will then have 30 days to request disbursement of the monies in the Account and payment by Client of the matching funds. Client will not deposit matching funds into the Account but will instead pay them out directly to the vendor identified in the Plan, and Participant will use his or her funds to pay that vendor. If Participant does not request disbursement of monies in the Account and payment by Client of matching funds within 30 days after advisement that all Program requirements have been met, Client will not be obligated to provide or pay out any matching funds. Upon written request from Participant, Client may, in its sole discretion, grant Participant an extension to request disbursement for purchase of the selected asset. Participant will be solely responsible for all costs related to the asset purchase exceeding the balance of the Account and any Client matching funds.

1.6 Withdrawal

Participant may withdraw funds from the Account only upon (i) the completion of the Savings Goal in accordance with Section 1.5 or (ii) if Participant voluntarily leaves or is removed from the Program. Participant may not make withdrawals directly from the Account without prior written approval by Client signed by an authorized Client staff member.

2. Training and education

1.7 Account Statements

Client will send Participant quarterly statements documenting Account status and the total matching funds accrued at the end of each quarter.

2.1 Required Workshop Attendance

Participant will attend all training workshops, both in-person and online, specified in the Plan. Completion of training workshops is required to receive any matching funds.

2.2 Absences

Participant will inform Client in advance if Participant cannot attend any required workshop and will work with Client to determine a make-up date. Allowable excuses for missing workshops are illness of Participant or dependents, death in the family, or farm crisis, including a severe weather event, or broken pump.

3. Information requirements

3.1 Savings and Budget Plan

Participant will develop, provide to Client, and periodically update a written Savings and Budget Plan. This plan should include cash-flow projections for Participant's farm as well as projections of personal finances.

3.2 Business and Marketing Plan

Participant will develop a written Business and Marketing Plan for his or her farming operation. Participant will provide this plan to Client within 60 days of completing the required business planning workshop.

3.3 Evaluations and Surveys

Participant will complete evaluations of the Program as requested. These required evaluations may include written surveys or individual or group interviews. Participant understands that evaluations are important to the Program's success and agrees to invest time and consideration into providing meaningful feedback. Participant understands that evaluations will be used to analyze Program design and effectiveness, and that these analyses may be used in reports and other publications for funding agencies, policymakers, and the general public.

3.4 Demographic and Personal Information

Participant will provide updated demographic information, including income and financial asset information as requested by Client, to Client once a year. Participant will notify Client of any change in address, phone number, or emergency contact information within 14 days of that change.

3.5 Financials and Tax Returns

Participant will file annual local, state, and federal taxes for Participant's farming business and will provide Client a copy of the tax filings within 30 days of filing.

3.6 Communication and Cooperation with Client

Participant will meet either in-person or by telephone with Client once every three months to discuss progress toward goals. Client and Participant will cooperate with one another throughout the Program, including carrying out their respective obligations on a timely basis, keeping each other advised about potential issues as they arise, and working in good faith to resolve problems. Participant acknowledges that failure to comply with the due dates and other provisions of Section 3 may be grounds for removal from the Program, as provided in Section 5.2.

4. Other terms

4.1 Confidentiality

Participant will be providing personal, financial, business planning, and tax information to Client. Client will keep this information confidential, and may disclose it only to persons who need access to the information for Program matters, or as otherwise required by law. In addition, Participant, through attendance at workshops and other training programs, may learn personal, business, financial, and other information about other participants. Participant will

keep this information confidential and will not disclose it to anyone except as required by law. For clarity, Confidential Information does not include information generally available to the public or information already known by the receiving party.

4.2 Collaboration with Program Collaborators

Client and Participant acknowledge that other nonprofits, businesses, and public agencies may work with Client in connection with Program operation and evaluation. Participant will cooperate in good faith with Program Collaborators during and after participation in the Program.

4.3 Media Release

By checking the appropriate box next to your signature on the Plan, Participant authorizes Client and any Program Collaborators to use Participant's name, photo, likeness, and/or story in reports, evaluations, promotional materials, and other public communications about the Program. Client may make such materials available in publications or through or its website or other media. By checking the appropriate box next to your signature on the Plan, Participant consents to Client providing Participant's name and contact data to researchers, journalists, or other third parties seeking to study and communicate publicly information about the Program and its participants.

4.4 Legal Processes

Participant acknowledges that the entire balance of the Account, including money deposited by Participant and earned interest, and Participant's rights under this Agreement, may be subject to legal process, including, without limitation, attachment, garnishment, seizure, and other actions brought by creditors of or other claimants against Participant, including those with claims relating to child support or unpaid loans.

4.5 No Guarantee of Farming Business Success

Participant acknowledges that Client has not made and is not making any representations, warranties, promises, or guarantees of any kind about the success of Participant's farming business, including, without limitation, representations about Participant's plans, land, sales, or profits. Participant has made its own independent evaluation in deciding to participate in the Program and save money for purposes of buying an asset.

5. Program termination

5.1 Voluntary Decision to Leave Program

Participant may at any time stop participating in the Program by providing written notice to Client of his or her decision to stop at least 30 days before the desired end date. Participant will, if requested by Client, discuss the situation with Client, but Participant reserves the right to stop at any time.

5.2 Removal from the Program

Client may remove Participant from the Program if Participant (i) does not make the full Monthly Deposit in each of three consecutive months; (ii) repeatedly makes late Monthly Deposits; (iii) fails to meet Program requirements relating to training, information reporting, confidentiality, or any other requirement; or (iv) fails to achieve his or her Savings Goal within the Program Period. If Client wishes to take that action, it will so advise Participant in writing, and Participant and Client will discuss the situation. If Participant fails to address the issues to the Client's satisfaction within 30 days after receipt of such notice, Client may remove Participant from the Program upon delivery to Participant of a written notice to that effect, with the removal effective upon delivery of such notice.

5.3 What Happens if Participant Leaves or is Removed from Program

If Participant leaves or is removed from the Program, then Client will not be obligated to provide or pay out any matching funds, the Account will be closed, and Participant will receive the amounts in the Account, including any interest earned on Participant's savings. Participant will no longer be obligated to provide to Client the plans, tax returns and other information required under Sections 3

but if requested by Client will participate in an evaluation survey or interview as described in Section 3.3. In addition, Sections 3.3 and 4.1 will remain in effect.

5.4 Participant Death; Beneficiary Designation

If Participant dies, the individual identified by Participant in Exhibit A as designated beneficiary may apply independently to the Program if he or she wishes to participate in the Program. If the beneficiary wishes to apply, is qualified, and is accepted into the Program, then Client and the beneficiary will take appropriate actions to arrange for a new account, the entire balance of the Account will be transferred to beneficiary's account, and Client's obligation to provide matching funds carries forward on the same basis as was applicable to the deceased Participant. If the beneficiary does not wish to participate in the Program or is not qualified, Client will distribute the entire balance the Account to the beneficiary within 30 days of Client's receipt of notice of Participant's death, and Client will have no obligation to provide or pay out matching funds. Additional terms and conditions describing the beneficiary relationship are included in Exhibit A.

5.5 Grievance Process

If Participant has any grievances or concerns about the Program, he or she may contact Client's Executive Director, who will take such actions as he or she believes appropriate to address the concern.

6. General provisions

6.1 Entire Agreement; Amendment

This Agreement (consisting of the Plan, these Terms and Conditions, and Exhibit A) is the entire agreement between Client and Participant and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing, and communications relating to the Program. This Agreement may be amended only as stated in a writing signed by both Client and the Participant.

6.2 Relationship

Client and Participant are and will remain independent contracting parties. This Agreement and its performance do not create a partnership, joint venture, fiduciary, trust, or similar relationship for any purpose. Neither party has the power or authority to bind or obligate the other to a third party or commitment in any manner.

6.3 Translations

Client may provide Participant with a Spanish translation of this Agreement or other explanatory materials. Client does so as a convenience. Should there be any ambiguity or conflict between the English and Spanish language versions of these documents, the English language versions will control. They, not the Spanish translations, are the official, legally-binding documents.

6.4 Severability and Waiver

If any provision in this Agreement is held illegal, invalid, or unenforceable, the other provisions of this Agreement will remain enforceable, and the illegal, invalid, or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

6.5 Assignment

The Participant may not, directly or indirectly assign their rights or delegate their duties under this Agreement to anyone else without the prior written consent of Client.

Beneficiary Designation

This a Beneficiary Designation under the IDA Savings Program Plan and Agreement dated _____ (the "Agreement"), between the Participant named below and Client. Capitalized terms used in this Beneficiary Designation have the meanings given them in the Agreement.

In the event of my death, I designate the person listed below as my beneficiary to receive all the assets in my Account. I authorize Client and the financial institution holding my Account to take the actions directed by my designated beneficiary as provided in the Agreement, including, without limitation, making a transfer of my Account funds to the designated beneficiary.

This beneficiary designation shall remain in effect unless and until such time as I provide written and signed notification to Client of a change in my beneficiary designation.

Beneficiary Information:

Name: _____

SSN.: ____ - ____ - ____

DOB: ____ / ____ / ____

Address: _____

Phone: (____) ____ - ____

E-mail: _____

Participant Signature:

Name: _____

By: _____

Date: _____

Witness name: _____

Witness signature: _____

Date: _____