

<b>FSA-2140</b> (Proposal 4)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Farm Service Agency	Position 2
<b>DEPOSIT AGREEMENT</b>		
(See Page 2 for Privacy Act and Public Burden Statements)		

**PART A - GENERAL**

1. Depositor's Name	2. Depositor's Address	
3. Telephone Number	4. Social Security Number/Tax Identification Number	
5A. FSA Address	6A. Name and Address of Bank, Savings and Loan, or Credit Union	
5B. FSA Telephone Number	6B. Account Number	7. Date

**PART B - AGREEMENT**

THIS AGREEMENT is made on the date indicated above, between the United States, U.S. Department of Agriculture, Farm Service Agency ("Government,") the above-named Depositor ("Depositor,") and the above-named Bank, Savings and Loan, or Credit Union, ("Financial Institution").

In consideration of funds deposited in the Financial Institution, to the credit of the Depositor in the account established pursuant to this agreement, it is agreed as follows:

- a. The Depositor assigns, transfers, and pledges to the Government the above mentioned account and deposits, made before or after this agreement, and conveys to the Government a security interest in all money deposited in this account, as security for the repayment of any and all indebtedness now or later owed by the Depositor to the Government, and for the performance of the obligations and agreements of the Depositor in connection with such advances or indebtedness.
- b. No part of such deposits, account or money shall be withdrawn by the Depositor and no withdrawal shall be permitted by the Financial Institution except on the order of the Depositor and the counter-signature of an authorized representative of the Government.
- c. Notwithstanding any other provision contained herein to the contrary, the Financial Institution will comply with instructions originated by the Government directing disposition of the funds in this account without further consent or approval by the Depositor. At any time upon written demand or order by the Government, the Financial Institution shall pay over to the Government the balance, or any part of the balance demanded. The death, disability, or insolvency of the Depositor shall not impair the power of the Government to demand or order such withdrawal.
- d. The Financial Institution agrees that it will not assert any right of offset or recoupment, except service charges, with respect to the funds deposited pursuant to this agreement by reason of any indebtedness or claim now or later owed to or acquired by it. The Financial Institution further agrees that it will not obtain or claim a security interest in this account or in funds on deposit therein, that it will not, for the purposes of the Uniform Commercial Code, obtain or assert "control" of this account or the funds on deposit therein and that it hereby subordinates any security interest it may have or claim in this account or in the funds on deposit therein to the security interest granted to the Government in the agreement.

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) 720-6362 (TDD). USDA is an equal opportunity provider and employer.

**PART B - AGREEMENT (CONTINUED)**

- e. The Financial Institution shall be under no obligation with respect to the expenditure of funds after their withdrawal from the Financial Institution in accordance with the provisions of this agreement. Upon making payment pursuant to an order or check executed by the Depositor and the authorized representative of the Government, or pursuant to the written demand or order of the Government, the Financial Institution shall be discharged from all obligations with respect to the funds so released.
- f. The Financial Institution further agrees that, it will provide a monthly statement to the Government at the address shown above. If the checking account statement does not include sufficient information to reconcile the account, (the name of the payees or the check numbers and the amount of each check), the original canceled checks or either a microfilm copy or other reasonable facsimile of the canceled checks must be provided with the statement for reconciling the account.
- g. The Financial Institution further agrees that if it did not return the original canceled checks to the Government with the statements and the Government has a need for the original canceled checks, the Financial Institution, upon request by the Government, will furnish to the Government the requested original canceled checks or a certified microfilmed copy or other reasonable certified facsimile of the canceled checks in lieu of the original canceled checks. The Financial Institution agrees to provide this service to the Government with no fees being assessed to the Government or to the Depositor's account for the service.
- h. For the purpose of this agreement and the Uniform Commercial Code, the Financial Institution's jurisdiction is the state shown in Item 6A.

**NOTE TO FINANCIAL INSTITUTION:** Please return signed original and copy, along with a copy of the deposit slip to the address listed in Item 5A.

8A. Name of Financial Institution's Representative	8B. Title
8C. Signature	8D. Date
9A. Name of FSA's Representative	9B. Title
9C. Signature	9D. Date
10A. Depositor's Signature	10B. Date

**NOTE:** *The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a): the Farm Service Agency (FSA) is authorized by the Consolidated Farm and Rural Development Act, as amended (7 USC 1921 et seq.), or other Acts, and the regulations promulgated thereunder, to solicit the information requested on its application forms. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, service the loan, and conduct statistical analyses. Supplied information may be furnished to other Department of Agriculture agencies, the Internal Revenue Service, the Department of Justice or other law enforcement agencies, the Department of Defense, the Department of Housing and Urban Development, the Department of Labor, the United States Postal Service, or other Federal, State, or local agencies as required or permitted by law. In addition, information may be referred to interested parties under the Freedom of Information Act, to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, to collection or servicing contractors, to credit reporting agencies, to private attorneys under contract with FSA or the Department of Justice, to business firms in the trade area that buy chattel or crops or sell them for commission, to Members of Congress or Congressional staff members, or to courts or adjudicative bodies. Disclosure of the information requested is voluntary. However, failure to disclose certain items of information requested, including Social Security Number or Federal Tax Identification Number, may result in a delay in the processing of an application or its rejection.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-XXXX. The time required to complete this information collection is estimated to average 10 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. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***