

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

USDA

WA-501

**LICENSING AGREEMENT
FOR
PROCESSED AGRICULTURAL PRODUCT
WAREHOUSE OPERATORS**

Contents

Licensing Agreement for Processed Agricultural Products Warehouse Operators.....	1
Section A - Definitions.....	3
Section B - Qualifications.....	6
Section C - Financials.....	7
Section D - Financial Assurance.....	9
Section E - Duties of the Warehouse Operator.....	11
Section F - Warehouse Receipts.....	18
Section G - Warehouses Regular for Delivery in Terminal and Futures Contract Markets.....	26
Section H - Dispute Resolution and Arbitration.....	27
Section I - Temporary Suspension.....	27
Section J - Fines and Penalties.....	28
Section K - Warehouse Operator Failures and Defaults – Remedies.....	29
Section L - Fees.....	29

Licensing Agreement for Processed Agricultural Products Warehouse Operators

This Licensing Agreement applies to processed agricultural products stored and handled in climate controlled and refrigerated (including frozen food) public warehouses.

As a condition of initial licensing and continued licensing under the United States Warehouse Act (USWA), administered by the Deputy Administrator for Commodity Operations (DACO) of the United States Department of Agriculture (USDA) Farm Service Agency (FSA), the Warehouse Operator agrees to the terms and conditions set forth in this Agreement and the regulations found at 7 CFR 735 and the statute found at 7 U.S.C. 241 *et seq.*

No person may represent themselves as licensed under the USWA unless holding a fully valid license under the USWA.

Any person engaged in business as a Warehouse Operator, but not licensed under the USWA, is barred from participation in or benefit from any USWA activity or its claimants from any of the USWA protections or coverage.

The USWA, regulations located at 7 CFR 735, this Agreement and its addenda prevail to the extent that the USWA, the regulations located at 7 CFR 735, this Agreement and its addenda conflict with the laws, regulations or practices of the various states, localities or municipalities.

The following are included by reference:

United States Warehouse Act (7 U.S.C. 241 *et seq.*).

Commodity Exchange Act (7 U.S.C. 1-22), as amended.

Provider Agreement to Electronically File and Maintain Warehouse Receipts and United States Warehouse Act Documents (FSA form WA-460) and its applicable addenda and appendices.

Section A - Definitions

Authorized Individual. An individual designated (including a warehouse examiner) by the Deputy Administrator for Commodity Operations (DACO) to engage in activities authorized under the United States Warehouse Act (USWA).

Board of Trade. A designated futures contract market authorized under the Commodity Futures Modernization Act of 2000.

Business Day. A calendar day, excluding Saturdays, Sundays, or legal holidays (unless business activity occurred) as observed by the Chicago Board of Trade.

Central Filing System (CFS). An electronic filing system operated and maintained by a provider, as a disinterested third party, authorized by DACO, where information relating to warehouse receipts, USWA documents and other electronic documents is recorded and maintained in a confidential and secure fashion independent of any outside influence or bias in action or appearance.

Certificate. A USWA document that bears specific assurances under the USWA or warrants a person to operate or perform in a certain manner and sets forth specific responsibilities, rights, and privileges granted to the person under the USWA.

Control of the Warehouse. The Warehouse Operator's ultimate responsibility for the operation and integrity of the warehouse storage facility by ownership, lease, or operating agreement.

Current Assets. Assets, including cash, reasonably expected to be realized in cash or sold or consumed during the normal operating cycle of the business, or within one year if the operating cycle is shorter than one year.

Current Liabilities. Those financial obligations that are expected to be satisfied during the normal operating cycle of the business, or within one year if the operating cycle is shorter than one year.

Depositor. The Person or lawful owner depositing processed product in a licensed processed product warehouse for storage and who maintains title to the processed product.

Electronic Document. A document that is generated, sent, received or stored by electronic, optical or similar means, including, but not limited to, electronic data interchange, advanced communication methods, electronic mail, telegram, telex or telecopy.

Electronic Warehouse Receipt (EWR). A warehouse receipt authorized by DACO to be electronically issued or transmitted under the USWA.

EWR Provider. A person authorized by DACO as a disinterested third party that maintains one or more confidential and secure electronic systems independent of any outside influence or bias in action or appearance.

Examiner. An individual designated by DACO for the purpose of examining warehouses or for any other activities authorized under the USWA.

Field Warehouse Agreement. A third-party financing and operational lease agreement whereby a USWA Warehouse Operator relinquishes partial or full control of their USWA licensed facility to a field warehouse company (and its disinterested local third-party custodian) who may issue non-USWA warehouse receipts for commingled commodities, as financing collateral for the benefit of its specific client(s).

Financial Assurance. The surety bond or other financial obligation authorized by DACO that is a condition of receiving a license or authorization under the USWA.

Force Majeure. Severe weather conditions, fire, explosion, flood, earthquake, nuclear incident, nuclear reaction, nuclear radiation, radioactive contamination, insurrection, riot, strike, labor dispute, acts of terrorism, acts of civil or military authority, non-availability of transportation, or any other cause beyond the control of the Warehouse Operator or provider that renders performance impossible, as determined by DACO.

Futures Contract Market. Any market designated as a futures contract market under authority of the Commodity Exchange Act, as amended.

Holder. A person who has possession, in fact or by operation of law, of a paper or electronic warehouse receipt, USWA electronic document, or any electronic document.

Identity Preserved. The practice of storing and handling processed products by lot identification separate from all other processed products in store in the warehouse, so that the actual processed products deposited in the warehouse, and no other, may be delivered to the person holding title to such processed products.

Lawful Owner. The person or legal entity that has title to processed product.

Licensed Warehouse. A designated facility for warehousing as licensed under the USWA.

Load Out. The removal of processed products from the Warehouse Operator's licensed warehouse space.

Lot. The quantity of single or multiple deliveries of processed products received into a warehouse stored as a unit.

Negotiable Warehouse Receipt. A paper or electronic document of title in which the ownership of the processed product represented by the warehouse receipt is transferrable by delivery or endorsement. The depositor or holder accepts the document for value, in good faith, without notice of conflicting claims or defenses.

Net Worth. The balance amount after financial liabilities are subtracted from allowable assets. In determining allowable assets, credit may be given for appraisal of real property, less improvements, and for the appraisal of insurable property, such as buildings, machinery, equipment and merchandise inventory, only to the extent that such property is protected by insurance against loss or damage by fire, lightning and other risk. Such insurance must be in the form of lawful insurance policies issued by insurance companies authorized to conduct such business and subject to service of process in the State in which the warehouse is located. DACO will determine what assets are allowable and under what conditions appraisals may be used.

Non-Negotiable Warehouse Receipt. A written or electronic document that cannot be transferred by endorsement or delivery to another holder or person.

Person. As defined in 1 U. S. C. 1, a State or a political subdivision of a State.

Principal. An officer, director, owner, partner, member or key employee who has major oversight and managerial responsibilities within the company applying for or holding a license.

Schedule of Charges. The public tariff or uniform rate or amount charged by the Warehouse Operator for specific services offered or rendered under the USWA.

Schedule of Fees. Those fees charged and assessed by FSA for licensing, provider agreements or services furnished under the USWA to help defray the costs of administering the USWA.

Signature. The hand-inscribed original, facsimile, digital, electronic, or any other form of authentication approved by DACO.

Warehouse. A structure or other authorized storage facility, as determined by DACO, in which any agricultural product may be stored or handled for the purpose of interstate or foreign commerce.

Warehouse Capacity. The maximum quantity of processed products that a licensed warehouse will accommodate when stored in a manner customary to the warehouse and within the bounds of the license as issued under the USWA.

Warehouse Operator. A person lawfully engaged in the business of storing or handling agricultural commodities.

Warehouse Receipt. A warehouse receipt issued in accordance with the USWA, including an electronic receipt.

Warehousing Activities and Practices. Any legal, operational, managerial or financial duty that the Warehouse Operator has regarding processed product handled or stored at the USWA warehouse.

Section B - Qualifications

In general, Warehouse Operators under the USWA must (**each** of the following applies):

1. be a responsible person with a good business reputation, who is:
 - A. in the business of public warehousing and has knowledge of, and experience in generally accepted processed product warehousing and handling practices;
 - B. competent and willing to conduct such a warehouse in accordance with the USWA, the CFR as applicable, this Agreement, and its addenda; or
 - C. as directed by DACO.
2. have facilities that:
 - A. are physically and operationally suitable for the proper storage of processed product and that specifically:

- (1) are of sound construction and in good repair;
 - (2) have adequate equipment, installed and maintained in good working order, for the movement of processed product into, out of and within the warehouse;
 - (3) have adequate ventilation and refrigeration, as appropriate for the processed agricultural product being stored, installed and maintained in good working order for the proper storage and preservation of processed product quality;
 - (4) have adequate lighting;
 - (5) are free from materials and substances that may adversely affect the quality of stored processed product;
 - (6) have a safe and clean work environment; and
 - (7) ensure adequate security and protection of stored or handled processed product from tampering or adulteration.
- B. are within the control, extending to the immediate surrounding property, upon which the Warehouse Operator's facility is located.
3. have personnel or contractors who:
- A. have integrity, good judgment, and proven performance; and
 - B. are sufficiently knowledgeable to assist authorized individuals with inspections and examinations.

Section C - Financials

1. Financial Requirements:

The Warehouse Operator agrees:

 - A. to have and maintain (**each** of the following):
 - (1) total net worth of at least the amount obtained by multiplying \$1,000 by the warehouse capacity in tons; however, no person may be licensed or remain licensed as a Warehouse Operator unless that person has an allowable net worth of at least \$50,000. (**Any** deficiency in net worth above the \$50,000 minimum may be supplied by an increase in the amount of the financial assurance); and
 - (2) total allowable current assets equal to or exceeding total current liabilities or evidence acceptable to DACO that funds will be and will remain available to meet current obligations.

- B. to have adequate insurance for the claimed value of any asset or property claimed as an asset or value on their financial statement; and
- C. that, if operating multiple warehouses under one or more licenses, the maximum capacity of **all** licensed warehouses, as determined by DACO, will be the capacity considered in determining whether the Warehouse Operator meets the net worth requirements.

2. Financial Reporting:

The Warehouse Operator agrees:

- A. to provide annually to DACO, within 90 calendar days of the fiscal year end, or more frequently if required, current financial statements from the Warehouse Operator's records prepared according to generally accepted accounting principles;
- B. that the required financial statements will include, but not be limited to (**each** of the following):
 - (1) a balance sheet;
 - (2) a statement of income (profit and loss);
 - (3) a statement of retained earnings;
 - (4) a statement of cash flows; and
 - (5) notes to the financial statement.
- C. that authorized representatives for the Warehouse Operator will certify under penalty of perjury that the statements, as prepared, accurately reflect the financial condition of the licensed warehouse as of the date designated, and fairly represent the results of operations for the period designated;
- D. that they will have the required financial statements reviewed or audited by a certified public accountant or an independent public accountant, as approved by DACO;
- E. reviews and audits by independent certified public accountants and independent public accountants are to be made in accordance with standards established by the American Institute of Certified Public Accountants. The accountant's certification, assurances, opinion, comments and notes on this statement must be furnished, along with the financial statements.
- F. that if any financial statement is restated, recalculated or republished, the Warehouse Operator shall notify DACO immediately.

3. Accepting Other Financial Statements:

The Warehouse Operator may meet the financial and reporting requirements of Section C, Paragraphs 1 and 2, subject to DACO approval, with (**any** of the following):

- A. consolidated financial statements of a parent company that separately identifies the financial position of the Warehouse Operator as a subsidiary; or
 - B. guaranty agreement from a parent company submitted on behalf of a wholly-owned subsidiary if which meets the requirements of Paragraphs 1 and 2 of Section C; or
 - C. guaranty agreement accompanied by an audit-level financial statements meeting the requirements of Paragraphs 1 and 2 of Section C of an entity with substantial interest in the Warehouse Operator.
4. Special Cases – Assets:

Subject to such terms and conditions as DACO may prescribe and for the purposes of determining allowable net assets, appraisals of the value of fixed assets in excess of the book value claimed in the financial statement submitted by the Warehouse Operator to conform to the requirements may be allowed if **each** of the following conditions is met:

- A. the assessment is prepared by independent certified appraisers and according to established appraisal criteria acceptable to DACO; and
- B. the assets are fully insured against casualty loss. The Warehouse Operator must provide written notice to DACO not less than 30 calendar days before the insurer(s) intends to cancel insurance coverage.

Section D - Financial Assurance

1. Computation:

The Warehouse Operator agrees to furnish (**each** of the following):

- A. financial assurance computed at the rate of \$1,000 per ton of USWA-licensed warehouse capacity, as determined by DACO up to a maximum of \$500,000 for each State in which licenses are held;
- B. additional financial assurance, if necessary, as determined by DACO, by adding to the amount of financial assurance an amount equal to any deficiency in net worth in excess of the \$50,000 minimum requirement;
- C. additional financial assurance, if DACO finds that conditions exist which warrant requiring additional financial assurance; and
- D. financial assurance, at the Warehouse Operator's option, meeting the requirements of the USWA and its regulations, to cover all of the Warehouse Operator's warehouses licensed in the same State or multiple States.

2. Acceptable Forms:

The Warehouse Operator may offer as financial assurance **any** of the following:

- A. a Warehouse Operator's surety bond, or
- B. a deposit with DACO of U.S. bonds, U.S. Treasury notes or other public debt obligations of the United States or obligations that are unconditionally guaranteed as to both interest and principal by the United States, subject to **each** of the following restrictions:
- (1) the obligation deposited will **NOT** be considered a part of the Warehouse Operator's assets;
 - (2) any deficiency in allowable net worth exceeding the \$50,000 minimum may be offset by the Warehouse Operator furnishing an acceptable financial assurance for the difference. The deposit may be replaced or continued in the required amount from year-to-year;
 - (3) the deposit will **not** be released until one year after revocation of the license that it supports, or until after satisfaction of any claim against the deposit, whichever is later or approved by DACO; or
- C. an irrevocable letter of credit issued to DACO, on a form approved by DACO, to which **each** of the following apply:
- (1) issued for a term of not less than 2 years, provided that:
 - (a) the issuer of the letter of credit provides 120-day notification in the event the letter of credit will not be renewed; and
 - (b) USDA shall provide written notice that it will draw upon the letter of credit in full 10 days prior to its cancellation date if replacement financial assurance is not provided. These funds will be held until such time as all obligations are settled or replacement is provided.
 - (2) issued by a commercial bank, payable to DACO, FSA by sight draft and insured by the Federal Deposit Insurance Corporation or by an institution in good standing regulated by the Farm Credit Administration;
 - (3) its supporting funds on deposit are **NOT** considered an asset of the company;
- D. Participation in, and coverage by, a State indemnity or insurance fund established and maintained by a State, and as approved by DACO, provided that;
- (1) the fund is backed by the full faith and credit of the State,
 - (2) the fund guarantees depositors in the USWA licensed warehouse full indemnification for any breach of any of the Warehouse Operator's obligation created under the terms of the USWA,
 - (3) the Warehouse Operator files with DACO a yearly certification of their

participation and coverage in the fund,

(4) in the event of a deficiency in the Warehouse Operator's net worth to cover the total net worth requirement under the USWA, the certification of participation and coverage may be used only to cover deficiencies in net worth above the minimum net worth requirement,

(5) the Warehouse Operator must, at all times, meet the minimum net worth requirement.

E. Other alternative instruments and forms of financial assurance approved by DACO.

Section E - Duties of the Warehouse Operator

1. In general:

The Warehouse Operator agrees, unless prevented from doing so by force majeure, to (**each** of the following):

- A. **exercise** at all times, such care in regard to processed products in custody as a reasonably careful owner would exercise under the same circumstances and conditions to maintain the quality and quantity;
- B. **not differentiate** among depositors or lawful owners regarding use of and access to services, except that available storage space may be allocated;
- C. **provide** all necessary assistance in the execution of inspections and examinations by authorized individuals;
- D. **maintain**, at all times, legal and operational control of all licensed storage space;
- E. **apply for and secure** licensing of all warehouse space or facilities controlled by the Warehouse Operator at a specific physical location throughout which processed product may be moved unless that space or those facilities are physically separated and specifically exempted from the license by DACO;
- F. **apply** for an amendment to their license when adding or deleting facilities, locations or other space that alters the licensed storage capacity;
- G. **provide**, for public access at licensed locations, copies of certificates of licensing, current tariff and any special rules; and
- H. **report immediately** the occurrence of a fire, disaster or loss, and the extent of damage, to DACO;

2. Warehousing:

The Warehouse Operator agrees, unless prevented from doing so by force majeure, to

(**each** of the following):

- A. **accept** for storage only storable processed product;
- B. **accept** all processed product offered for storage and, at the request of the depositor or lawful owner, redeliver the identical processed product without unnecessary delay and in a commercially reasonable manner;
- C. **ensure** all processed product accepted for storage is stored in the Warehouse Operator's licensed warehouse space;
- D. **not redeliver, ship or remove** any warehouse receipted processed product from licensed storage space based on written or oral orders from the current holder of an electronic warehouse receipt (EWR) or other lawful person without the Warehouse Operator first being made the final holder of the EWR or having physical possession of a paper warehouse receipt or other document of title release for such processed product;
- E. **promptly** cancel EWRs or paper warehouse receipts representing any processed product prior to shipping or removing processed product from licensed storage space;
- F. **resolve** any claim for non-shipment of processed product or any other dispute in a U.S. district court of competent jurisdiction or through mutually agreed upon arbitration procedures. The arbitration procedures will be nondiscriminatory and provide equal access and protection relating to the shipping of processed product;
- G. **attach**, upon acceptance for storage of any lot of processed product, a durable label in a manner that readily makes possible the identification of the lot at all times. Such tags or stencil must show:
 - (1) lot number;
 - (2) warehouse receipt numbers (EWR or paper) issued for such processed product, if warehouse receipt is requested;
 - (3) number of units in the lot, if applicable;
 - (4) date the processed product entered storage.

Note: The labels on processed product must be visible and readily accessible enabling an accurate count.

3. Facilities:

The Warehouse Operator agrees, unless prevented from doing so by force majeure, to (**each** of the following):

- A. **maintain** the warehouse(s) in sound physical condition consistent with good warehousing practices;

- B. **keep** the warehouse and the property on which it is located reasonably clean and safe at all times;
- C. **securely affix** clearly discernible numbers to identify bulk processed product licensed storage facilities licensed under the USWA. The series of designated numbers must be pre-approved by DACO. Bulk processed product storage must be numbered so as to be easily identified at the access points and also on or near the outlet valves underneath. Other authorized storage facilities must be numbered in such a manner that clearly shows the space covered by each number.

4. Facility Security:

The Warehouse Operator agrees to (**each** of the following):

- A. **conduct** a facility vulnerability assessment and establish written security procedures that address processed product handled and stored under this Agreement with regard to (**each** of the following):
 - (1) general security of the USWA-licensed physical structures and property on which the licensed warehouse is located;
 - (2) shipping and receiving procedures to ensure that processed product is not subject to tampering;
 - (3) action to be taken in the event of a national emergency; and
 - (4) contact information for local emergency responders and law enforcement authorities.
- B. **have** a written facility security plan that includes measures which address the vulnerabilities found during the risk assessment and that protect the processed product handled and stored under the license.

5. Fair Treatment:

- A. The Warehouse Operator agrees to deal in a fair and reasonable manner with persons storing or seeking to store processed product if (**each** of the conditions is met):
 - (1) the processed product has been tendered to the warehouse in a suitable condition for warehousing; and
 - (2) the processed product is tendered in a manner consistent with the ordinary and usual course of business.
- B. The Warehouse Operator may enter into agreements with depositors or lawful owners to allocate available warehouse storage space.

6. Insurance:

A. Requirements :

The Warehouse Operator agrees to (**each** of the following):

- (1) **secure, in their own name**, insurance on stored processed product against loss or damage by fire, lightning, windstorm, cyclone, tornado, or inherent explosion and other special peril risks under forms of policies which automatically attach for the full replacement value of stored processed product, as soon as such processed product is placed in the legal custody of the warehouse operator and continue such insurance in effect so long as the processed product remains in their legal custody. Arrangements between the Warehouse Operator and insurers concerning indemnification of waivers of deductibles are acceptable as long as an insurer covers any loss fully or the Warehouse Operator indemnifies deductibles with a letter of credit, additional bonding or other financial assurance in favor of USDA. DACO may accept consolidated blanket insurance policies of parent companies that separately identify the insurance coverage of the Warehouse Operator as a subsidiary and include the full replacement value of stored processed product;
- (2) **keep** a general insurance account showing the policy number, issuing company, amount binding, exclusions, limits of liability and expiration dates of all insurance policies and in each instance show the property covered by such policies. These insurance policies may be issued by one or more insurance companies;
- (3) **submit** such reports to underwriters as may be required under the terms of such policies;
- (4) **submit** copies of such reports to DACO, as required;
- (5) **include** in the rules and schedule of charges (tariff) the conditions under which stored processed product will be insured against loss or damage by fire, lightning, windstorm, cyclone, tornado or inherent explosion and other special peril risks; and
- (6) **provide** DACO with written notice not less than 30 calendar days before the insurer(s) intends to cancel property and/or stock (inventory) coverage,

7. Business Hours:

The Warehouse Operator agrees to (**each** of the following):

- A. **post business hours** at a conspicuous, publicly accessible location at the licensed warehouse, including the processed product receiving area; and
- B. **post notice** in the event that the warehouse is not open during the hours specified in Section 7.A., the estimated period during which the warehouse is to be closed and the address and telephone number of the Warehouse Operator.

8. System of Records:

The Warehouse Operator agrees to (**each** of the following):

- A. **develop** and maintain a system of records, approved by DACO, on site, unless otherwise provided for in this Agreement's Addenda. These records shall include, but not limited to, an accurate and concise record of stored processed product based upon source documents that show the total quantity of processed product stored and handled in USWA-licensed space.
- B. **retain** these records for a period of 6 years after December 31 of the year in which they were created, and for such longer period as may be necessary for the purposes of any litigation which the Warehouse Operator knows to be pending or as may be required by DACO in particular cases to carry out the purposes of the USWA; and

9. Reports:

The Warehouse Operator agrees to (**each** of the following):

- A. **make reports** concerning the condition, contents, operation and business of the warehouse available upon request by DACO on forms prescribed and furnished for that purpose by FSA, and
- B. **keep on file**, either electronically or paper, an exact copy of each report submitted as a part of the records of the warehouse for a period of 6 years after December 31 of the year in which the document was created or longer, if required by DACO.

10. Records:

The Warehouse Operator agrees to (**each** of the following):

- A. **back up** and maintain an off-site copy of electronic records daily;
- B. **provide** unless an alternative is approved by DACO, at least a fireproof safe, a fireproof vault or a fire-resistant compartment in which to keep, when not in actual use, all records, books and papers pertaining to the licensed warehouse, including current warehouse receipt books, and copies of issued and canceled warehouse receipts;
- C. **retain** each canceled warehouse receipt for a period of 6 years after December 31 of the year in which the warehouse receipt is canceled and for such longer period as may be necessary for the purposes of any litigation which the Warehouse Operator knows to be pending or as may be required by DACO in particular cases to carry out the purposes of the USWA;
- D. **arrange** for purposes of an audit, canceled paper or electronic warehouse receipts, and contracts in a sequential numerical order or as otherwise may be directed by DACO.

11. Public Tariff and Schedule of Charges:

The Warehouse Operator must (do **each** of the following):

- A. **not impose** unreasonable or exorbitant charges for services rendered;
- B. **file with DACO**, a copy of the public tariff rules and schedule of charges to be assessed depositors before a license to operate a warehouse is granted under the USWA;
- C. **provide**, at a publicly accessible location where the depositor may access it at the warehouse, a copy of the public tariff, including current rules and schedule of charges;
- D. **file with DACO** a new public tariff rule statement or schedule of charges before making any change to such rules or schedule of charges. No increase in charges or rates shown in such schedule will apply to processed product in storage at the time the changes become effective for a period of 1 year from the date such processed product was deposited; and
- E. **include** in the rules and schedule of charges the conditions under which the processed product will be insured against loss or damage by fire, lightning, windstorm, cyclone, tornado, or inherent explosion and other special peril risks.

The Warehouse Operator may (do **any** of the following):

- (1) **demand payment** of all accrued charges associated with the storage of processed product prior to delivering such processed product to the depositor to satisfy the warehouse operator's lien; or
- (2) **enter** into mutually agreed upon special agreements with depositors that may include service rates and rules differing from the public tariff rules and schedule of charges. Such special arrangements shall be submitted by the Warehouse Operator to DACO prior to execution, and are subject to approval by DACO.

12. Quality Inspections:

The Warehouse Operator agrees to (**each** of the following):

- A. **equip** the warehouse with quality-evaluation equipment necessary for applicable sampling and testing; and
- B. **ensure** that all quality-evaluation equipment is inspected as appropriate for sampling and testing.

13. Scales and Weighing

The Warehouse Operator agrees to (**each** of the following):

- A. **equip** the warehouse with scales appropriate for the bulk processed product being

weighed, and have them arranged in a manner that all processed product, whether for storage or non-storage purposes, can be weighed in and out of the warehouse;

- B. **have** such scales inspected and certified annually by an applicable regulatory or independent authority. Scales whose performance is rejected and not certified shall **not** thereafter be used in ascertaining the weight of processed product for the purposes of the USWA license, until such rejection is withdrawn by the applicable regulatory or independent authority.

14. Prompt Delivery:

In the absence of force majeure or a lawful excuse, the Warehouse Operator shall, as commercially reasonable and without unnecessary delay, deliver the processed product stored or handled in the warehouse on a demand made by (**either** of the following):

- A. **the holder** of the warehouse receipt; or
- B. **the lawful owner** of the processed product, if no warehouse receipt has been issued.

15. Identity-Preserved Processed Product:

For identity-preserved processed product received into the warehouse, the Warehouse Operator agrees to (**each** of the following):

- A. **clearly** identify and mark each lot or tank containing such processed product;
- B. **maintain** records that clearly show the depositor of such processed product, the quality characteristics and internal storage location of each lot deposited and stored in the warehouse;
- C. **maintain** the quality and quantity of such processed product as stated within the terms of the applicable public tariff or special storage agreement entered into with the depositor(s);
- D. **follow** good warehouse storage practices.
- E. **deliver** to the depositor or lawful owner the actual processed product deposited and stored in the warehouse. The conditions for delivery are (each of the following):
- (1) proper presentation of title for any identity-preserved processed product; and
 - (2) payment of all accrued charges associated with the storage and handling of such processed product if requested by the Warehouse Operator.

16. Out-of-Condition and Damaged processed product:

The Warehouse Operator may refuse to accept processed product offered for storage if its condition is such that it will adversely affect the condition of processed product

customarily stored in the warehouse.

17. Inspections and Examinations of Warehouse:

The Warehouse Operator agrees to (**each** of the following):

- A. **permit** authorized individuals to enter and inspect or examine any licensed warehouse on any business day during normal or posted business hours;
- B. **provide safe access** to authorized individuals to the extent reasonable to determine the quantity of processed product stored in the licensed warehouse;
- C. **provide** authorized individuals with notice of any safety or other company policies pertaining to the physical facility and grounds subject to examination or inspection;
- D. **provide** authorized individuals access to such books, records, papers, accounts and their contents pursuant to the examination of a licensed warehouse;
- E. **furnish** authorized individuals with the assistance necessary to conduct an inspection or examination;
- F. **provide safe** and functioning equipment required to conduct a warehouse examination. Further, the Warehouse Operator shall provide advance notice to DACO of any special requirements or equipment required to perform an examination at the licensed warehouse. An examination will be stopped – and an exception report prepared for removal of the facility from licensed space – if unsafe equipment prevents a licensed warehouse examination from being conducted or completed;
- G. **provide notice**, at the time of the examination, of any fumigation in progress or where the fumigant is currently active, and to provide conspicuous written notification affixed to the fumigated storage structure of the date and type of fumigant used; and
- H. **promptly respond** to violations noted on the examination. The response will include corrective action on items completed and a corrective action plan on items to be completed, including a timetable for completion.

Section F - Warehouse Receipts

1. General:

A. Issuance - The Warehouse Operator agrees to (**each** of the following):

- (1) **issue** warehouse receipts for any processed product received or stored in a warehouse if requested by a depositor or lawful owner;

- (2) **retain** a copy of the lading and inspection documents representing the processed product prior to issuing any warehouse receipt to a depositor under the USWA. The Warehouse Operator's records must identify the certificate(s) used as the basis for issuing the warehouse receipt and be retained for a period of six years after December 31 of the year in which issued. Certificates filed in the office of an independent inspection or weighing agency or with a Board of Trade, or a U. S. Registrar must also meet this requirement;
- (3) **replace** lost or destroyed warehouse receipts in accordance with 7 CFR Part 735;
- (4) **not issue** a warehouse receipt when another warehouse receipt is outstanding that represents the same specific identity-preserved lot of processed product;
- (5) **not issue** more than one warehouse receipt with the same warehouse receipt number;
- (6) **have plainly and conspicuously embodied** within the written or printed terms of non-negotiable warehouse receipts that such a warehouse receipt is not negotiable, and
- (7) **issue** warehouse receipts consecutively within the assigned order of warehouse receipts as determined by DACO.

B. Persons Authorized to Sign Warehouse Receipts:

The Warehouse Operator must (do **each** of the following):

- (1) **file** with DACO the name and genuine, facsimile or electronic signature of the person(s) authorized to sign warehouse receipts on behalf of the Warehouse Operator;
- (2) **promptly notify** DACO of any changes or additions to the names of persons authorized to sign warehouse receipts on behalf of the Warehouse Operator, and file the genuine, facsimile or electronic signature(s) of such person(s);
- (3) **be bound** by the signatures of persons authorized to sign warehouse receipts, the same as if the Warehouse Operator personally signed the warehouse receipt; and
- (4) **agree and verify** that all filed signatures legally bind the Warehouse Operator.

C. Return of Paper Warehouse Receipts Prior to Delivery:

The Warehouse Operator agrees to deliver processed product (under **each** of the following situations):

- (1) for which they have issued a negotiable warehouse receipt only after the warehouse receipt has been returned to the Warehouse Operator and canceled; and

- (2) for which they have issued a non-negotiable warehouse receipt only after the warehouse receipt has been returned to the Warehouse Operator and canceled or, alternatively, the Warehouse Operator has obtained from the holder or authorized agent a written order to deliver the processed product.

D. Balance Warehouse Receipts:

The Warehouse Operator, upon request of the holder, may issue a warehouse receipt for previously warehouse-receipted processed product for which the original warehouse receipt has been canceled. The warehouse receipt issued for the remaining balance should reference the number and issuance date of the original warehouse receipt.

2. Paper Warehouse Receipts:

A. Content:

- (1) Every paper warehouse receipt, whether negotiable or non-negotiable, issued for processed product stored in a USWA warehouse, in addition to complying with the requirements of Section 11 of the Act and 7 CFR Part 735, Subpart D, must embody within its written or printed terms, (**each** of the following):
 - (a) the name of the Warehouse Operator and the designation, if any, of the warehouse facility;
 - (b) the location of the warehouse in which the processed product is stored;
 - (c) the Warehouse Operator's license number;
 - (d) the issuance date of the warehouse receipt;
 - (e) the consecutive number of the warehouse receipt;
 - (f) the name of the depositor or lawful owner;
 - (g) a statement as to whether the processed product received is to be delivered to the holder, to a specified person or their order;
 - (h) prepaid warehouse charges, if applicable;
 - (i) a description of the processed product received and the standard or description in accordance with which such classification has been made;
 - (j) a statement that the warehouse receipt is issued subject to the USWA, the regulations, and this Agreement and its rules;
 - (k) a statement of the amount of advances, if made, and of liabilities incurred regarding warehouse storage, handling and other charges claimed by the Warehouse Operator; however, if the precise amount of such advances made or

of such liabilities incurred is unknown to the Warehouse Operator (or to the agent who issues it) at the time the warehouse receipt is issued, it is sufficient to include a statement that advances have been made or liabilities incurred, as well as their purpose;

- (l) if issued showing the Warehouse Operator as owner, either solely or jointly in common with others, the fact of such ownership;
 - (m) such other terms and conditions within the limitations of the USWA and this Agreement, as may be required by the Secretary of Agriculture or DACO;
 - (n) a statement of the Warehouse Operator's business organization type (i.e. private propriety, incorporated, partnership, LLC, etc.) and the name of the State whose laws govern that organization (i.e. "a Texas corporation");
 - (o) in the event the relationship existing between the Warehouse Operator and any depositor is not that of a strictly disinterested custodianship, a statement setting forth the actual relationship;
 - (p) a statement, conspicuously placed, that the processed product is insured by the Warehouse Operator against loss or damage by fire, lightning, windstorm, cyclone, tornado, inherent explosion or other special peril risks;
 - (q) net weight of the processed product;
 - (r) if the processed product represented by the warehouse receipt is identity-preserved the words "identity preserved" and the specific location in the warehouse location of such processed product ;
 - (s) the words "Negotiable" or "Non-Negotiable," as appropriate to the nature of the warehouse receipt, clearly and conspicuously printed thereon. Every negotiable warehouse receipt issued must, in addition to conforming to the requirements of this subparagraph, embody within its written or printed terms, a form of endorsement that may be used by the depositor or authorized agent, for showing the current ownership of the processed product and applicable charges, mortgages or other encumbrances on the processed product represented by the warehouse receipt;
 - (t) the signature of the Warehouse Operator, which may be made by the authorized agent; and
 - (u) other information as may be required by DACO.
- (2) If the Warehouse Operator issues a warehouse receipt under the USWA omitting any information not required to be stated, for which a blank space is provided in the form of the warehouse receipt, a line shall be drawn through such space to show that such omission has been made purposely or "ILB" entered in the blank data field to indicate it has been "intentionally left blank"; and

(3) A warehouse receipt may contain additional information, provided it does not contradict, conceal or interfere with any required information or printed or written terms; and

(4) Warehouse receipts must not be altered or defaced, except as authorized by DACO.

B. Copies of Paper Warehouse Receipts:

The Warehouse Operator agrees to maintain at least one file copy of each warehouse receipt.

C. Printing of Negotiable and Non-Negotiable Paper Warehouse Receipts:

The Warehouse Operator agrees to issue only paper warehouse receipts that are printed (**each** of the following apply):

(1) **in a form** prescribed by DACO;

(2) **by a printer** with which DACO has an agreement and bond for such printing; and

(3) **on distinctive paper** tinted in a manner specified in DACO's agreement with the printer.

D. Details on the Printing of Paper Warehouse Receipts:

The Warehouse Operator agrees that they will (**each** of the following apply):

(1) **order** warehouse receipts on a form provided or method authorized by DACO;

(2) **proofread** each order and the warehouse receipts received from the printer for errors and omissions; and

(3) **pay** the printer in a timely manner.

E. Lost or Destroyed Paper Warehouse Receipts:

(1) The Warehouse Operator may issue a new replacement warehouse receipt, subject to the same terms and conditions and bearing on its face the number and the date of the original warehouse receipt.

(2) Before issuing a replacement warehouse receipt, the Warehouse Operator may require the holder, lawful owner or other person applying therefore to make and file with the Warehouse Operator (**each** of the following):

(a) an affidavit showing (**each** of the following):

(i) that the holder or lawful owner is lawfully entitled to possess the original

warehouse receipt;

- (ii) that the holder or lawful owner has not negotiated or assigned the original warehouse receipt;
 - (iii) how the original warehouse receipt was lost or destroyed; and
 - (iv) if lost, that diligent efforts were made to find the warehouse receipt, without success.
- (b) an assurance, in the form of a bond or personal guarantee, for a period of not less than 6 years, equal to an amount double the value of the processed product represented by the lost or destroyed paper warehouse receipt. This assurance shall be in a form approved by DACO and conditioned to indemnify the Warehouse Operator against any loss sustained as a result of issuing a replacement warehouse receipt. The assurance may be (any of the following):
- (i) a bond issued by a surety company. Such company must be authorized to do business and be subject to administration of process in a suit on the bond in the State in which the warehouse is located, unless a variance is granted by DACO;
 - (ii) a personal guarantee, made by at least two individuals who are residents of the State and each of whom owns real property therein having a value, in excess of all exemptions and encumbrances, equal to the amount of the bond; or
 - (iii) other type of assurance as approved by DACO.

F. Canceled and Voided Paper Warehouse Receipts:

- (1) The Warehouse Operator agrees to make available all canceled and voided original warehouse receipts for auditing, as requested by DACO.
- (2) All canceled warehouse receipts shall be defaced with the word "CANCELED" written in large, bold lettering and shall reflect the date canceled and instrument of cancellation (i.e. check number, contract number, return to storage, etc). The date of cancellation shall not precede the date shown on the original or replacement warehouse receipt that is in the possession of the Warehouse Operator.
- (3) Voided original warehouse receipts must be defaced with the word "VOIDED" written in large, bold lettering.

3. Electronic Warehouse Receipts (EWRs):

- A. General - The Warehouse Operator, when choosing the option to issue EWRs instead of paper warehouse receipts for processed product stored in the warehouse, agrees to (**each** of the following):

- (1) **issue** EWRs only through a provider approved by DACO;
- (2) **inform DACO** of the identity of the Provider at least 60 calendar days before issuing EWRs through that Provider. DACO may waive or modify this 60-day requirement as set forth under 7 CFR Part 735;
- (3) **request and receive** from DACO, prior to issuing any EWRs, a range of consecutive warehouse receipt numbers, which the Warehouse Operator shall use consecutively when issuing EWRs;
- (4) **cancel** EWRs only when the Warehouse Operator is the holder of the EWR(s);
- (5) **correct** information on the EWR in accordance with the applicable Provider Agreement;
- (6) **receive** written approval from DACO at least 30 calendar days before changing Providers. Upon receiving notification of such approval, the Warehouse Operator may request that the current Provider transfer the EWR data from its CFS to the CFS of the new approved Provider selected by the Warehouse Operator. The Warehouse Operator shall instruct the new Provider to notify through its CFS all holders of outstanding EWRs of the identity of the new Provider at least 30 calendar days before changing Providers, unless otherwise authorized by DACO. The Warehouse Operator shall pay all charges, including transfer charges, due the current Provider before transferring EWRs to the new Provider. The Warehouse Operator may change Providers only once a year, unless otherwise authorized by DACO; and
- (7) **not ship** processed product represented by an EWR until it is canceled in the EWR Provider's CFS.

B. Rights and Obligations:

The Warehouse Operator shall ensure that an issued EWR establishes the same rights and obligations with respect to processed product as a paper warehouse receipt and that (**each** of the following applies):

- (1) the person identified as the "holder" of a EWR will be entitled to the same rights and privileges as the holder of a paper warehouse receipt;
- (2) only the current "holder" of the EWR may transfer the EWR to a new "holder";
- (3) the identity of the "holder" shall be included as required information for every EWR;
- (4) only one person or entity shall be designated as an EWR "holder" at any one time;
- (5) an EWR may only be issued to replace an existing outstanding paper warehouse

receipt if requested by the current “holder” of the paper warehouse receipt, and shall be issued only after the relevant paper warehouse receipt is surrendered and canceled;

- (6) an EWR “holder” has the option to authorize any other user of a Provider to act on the “holder’s” behalf with respect to activities engaged in with the Provider. Such authorization shall be in writing, and be acknowledged and retained by the Provider; and
- (7) only the current EWR “holder” may request a paper warehouse receipt in lieu of an EWR with respect to an agricultural product.

C. EWR Data Requirements:

- (1) Every EWR, whether negotiable or non-negotiable, issued for processed product stored in a USWA warehouse, in addition to complying with the requirements of Section 11 of the Act and Section F, subsections 1 and 3 of this Agreement, shall embody **each** of the following within its terms:
 - (a) the name of the Warehouse Operator and the designation, if any, of the warehouse facility;
 - (b) the location of the warehouse in which the processed product is stored;
 - (c) the Warehouse Operator’s license type and license number (“US” – designating the EWR as being issued by the USWA licensee – is to precede the EWR receipt number);
 - (d) the issuance date of the EWR;
 - (e) the consecutive number of the EWR;
 - (f) the name of the current “holder” of the EWR;
 - (g) the name of the previous “holder” from which the EWR was received (if applicable);
 - (h) cancellation date (if the EWR has been canceled);
 - (i) warehouse location where the EWR was issued (city and state);
 - (j) the rate of storage charges;
 - (k) prepaid storage and handling charges, if applicable;
 - (l) a description of the processed product received
 - (m) a statement that the warehouse receipt is issued subject to the USWA, the

regulations and this Agreement and its terms and conditions;

- (n) if issued showing the Warehouse Operator as owner, either solely or jointly in common with others, the fact of such ownership;
- (o) such other terms and conditions within the limitations of the USWA and this Agreement as may be required by DACO or the Secretary of Agriculture;
- (p) a statement of the Warehouse Operator's business organization type (i.e. private proprietor, incorporated, partnership, LLC, etc.) and the name of the State whose laws govern that organization (i.e. "a Texas corporation");
- (q) in the event the relationship existing between the Warehouse Operator and any depositor is not that of a strictly disinterested custodianship, a statement setting forth the actual relationship;
- (r) a statement, conspicuously placed, that the processed product is insured by the Warehouse Operator against loss or damage by, fire, lightning, windstorm, cyclone, tornado, inherent explosion or other special peril risks;
- (s) if the processed product represented by the EWR is identity-preserved the words "identity preserved" storage and the specific warehouse location of such processed product;
- (t) the terms "Non-Negotiable" or "Negotiable," as appropriate to the nature of the warehouse receipt;
- (u) name of the person whose electronic signature is authorized for the EWR; and

Section G – Warehouses Regular for Delivery in Terminal and Futures Contract Markets

For purposes of this Section, terminal and futures contract markets are any market designated as a futures contract market under authority of the Commodity Exchange Act, as amended, (7 U.S.C. 1-27f).

Warehouse Operators whose licensed facilities are regular for delivery under the rules and regulations of an exchange or board of trade (i.e., warehouses whose warehouse receipts are accepted for delivery in satisfaction of futures contracts) agree, when applicable, to (**each** of the following apply):

1. **maintain** financial assurance, in addition to the requirements of sections C and D of this Agreement, in the maximum amount required of non-licensed Warehouse Operators by the exchange, board of trade or other agency within the terminal or futures market.
2. **permit**, with DACO approval, duly authorized person(s) of any exchange or board of trade in such a market to accompany authorized individuals to USWA-licensed warehouses

regular for delivery to observe an official examination of the warehouse or to participate in such an examination under the supervision and direction of the authorized individual in charge. This (These) person(s) are to be granted access to the Warehouse Operator's business records for warehouse receipts, fire insurance, and inspection and weight certificates that are required to be issued pursuant to this Agreement. In lieu of such examination, DACO will furnish, at the exchange or board's option, a summarized statement of DACO's findings.

3. **register** all warehouse receipts with the duly authorized registrar and report changes in ownership to the registrar.

Section H – Dispute Resolution and Arbitration

1. A person may initiate legal action in any district court of the United States concerning a claim for noncompliance or an unresolved dispute with respect to activities authorized under the USWA.
2. Any claim for noncompliance or an unresolved dispute between the Warehouse Operator or USWA Provider and another party with respect to activities authorized under the USWA may be resolved by the parties through mutually-agreed upon arbitration procedures.
3. In no case will DACO provide assistance or representation to parties involved in a court or arbitration proceeding arising with respect to activities authorized under the USWA and the regulations.

Section I – Temporary Suspension

DACO may temporarily suspend the USWA license of the Warehouse Operator, **prior to an opportunity for a hearing.**

1. The grounds for temporary suspension imposed by DACO include, but are not limited to:
 - A. Violations of, failure to perform the duties specified, or failure to meet the requirements of the USWA, the regulations, and/or this Agreement;
 - B. Failure to maintain legal and operational control of the warehouse;
 - C. Indication or commission of a fraudulent act;
 - D. Incapacity or incompetence of the Warehouse Operator;
 - E. Participation in a field warehousing agreement;
 - F. Failure to make timely settlement and payment to depositors;
 - G. Any action by the Warehouse Operator that may place storage obligations at risk;
 - H. Failure to provide a safe work environment or noncompliance with safety regulations of

the Occupational Safety and Health Administration of the U.S. Department of Labor;

- I. Failure to ensure adequate security or protection of stored or handled processed product from tampering or adulteration;
 - J. Failure to pay fees required under this Agreement; and
 - K. Failure to provide financial assurance.
2. Upon temporary suspension, the Warehouse Operator will:
- A. **Not create** further storage obligations without approval of DACO, specifically no warehouse receipts are to be issued.
 - B. **Not remove or deliver** from inventory any stored processed product without prior approval of DACO.
 - C. **Take corrective action** within the time frame specified in the temporary suspension.
 - D. **Not represent themselves** as licensed in good standing or perform the functions of a licensed USWA Warehouse Operator.
 - E. **Be notified:**
 - (1) by mail, email, phone or fax of the suspension;
 - (2) of the reason for the suspension;
 - (3) of the fact of an on-going review of the situation;
 - (4) of the time period for expected compliance;
 - (5) whether public notice will be made of a temporary suspension and of subsequent revocation of the USWA license;
 - (6) that revocation of the USWA license may be anticipated for noncompliance; and
 - (7) that progression from temporary suspension to revocation may be appealed as presented in Section R, *Warehouse Operator Failures and Defaults – Remedies*.

Section J - Fines and Penalties

Warehouse Operators and their employees are subject to the provisions of criminal and civil fraud statutes that apply to making a false certification or statement, illegal conversion or removal of stored processed product from USWA-licensed space, fraudulent adjustments or correction and concealment of operational or financial condition. Such violations may be punishable by imprisonment, fines and other penalties, including, but not limited to, the following: 18 U.S.C. 286, 287, 371, 641, 651, 1001 and 1014; and 31 U.S.C. 3729.

Section K - Warehouse Operator Failures and Defaults – Remedies

1. DACO may initiate suspension and revocation of the Warehouse Operator's license and liquidation of processed product storage:
 - A. In the event of (any of the following):
 - (1) failure to do (any of the following):
 - (a) perform services required under this Agreement;
 - (b) maintain minimum financial requirements;
 - (c) provide proper financial statements;
 - (d) provide financial assurance; or
 - (e) maintain legal and operational control of the warehouse.
 - (2) commission of a fraudulent act.
2. Suspension and revocation shall be conducted in accordance with the adverse-determination rules in 7 CFR 735, which provide for a hearing before DACO.
3. The Warehouse Operator may request revocation of their license and, if appropriate, in which case the USWA license will be revoked.
4. If Bankruptcy occurs, certain terms and conditions of this Agreement may be subject to the authority of a Federal Bankruptcy Court's jurisdiction.

Section L - Fees

1. FSA is authorized to collect fees to cover the administration of the USWA-licensed warehouse activities. The schedule of fees is set by DACO.

Warehouse Operators shall pay:

- A. Annual Fees. Fees are determined by computing capacity by location (as defined by DACO) and applying the Annual Schedule of Fees (see Fee Schedule on DACO/USWA Web Page). Annual Fees are invoiced and paid prior to license issuance and annually thereafter. Fee changes will be published in the ***Federal Register***.
- B. Licensing Action Fees. Such fees are invoiced and payable for the following and are paid in advance of service and include original and amendment licensing actions.
- C. Fees for Additional and/or Special Warehouse Examination Services.

- (1) Reinstatement fees for suspended licenses are invoiced at the examination/inspection fee rate and may be required to be deposited in advance of reinstating the license.
 - (2) Additional fees may be charged to the Warehouse Operator for examinations performed for non-compliance with the USWA, the regulations and/or this Agreement.
 - (3) Special services performed by USDA FSA representatives and requested by the Warehouse Operator are available at an hourly rate approved by DACO and are available for scheduling and invoicing from the KCCO office. (Please call for rates and services available and scheduling.)
2. Fees deposited in excess of actual assessed fees will be refunded to the Warehouse Operator;
 3. All fees collected under this Agreement will be credited to the account that incurs the costs of administering the warehousing activities and are available without further appropriation and without regard to fiscal year limitations. A schedule of fees showing the fees described in this section are detailed in a ***Federal Register*** notice.
 4. Fees remaining unpaid will subject the Warehouse Operator to **suspension or revocation** of their license upon notification by DACO.

This Agreement completes the requirements for licensing of USWA Master Code		USWA Master Code
For:	_____ Warehouse Operator Licensee	
At:	_____ Licensed Location (s)	
And is effective this	_____ Day of	_____ month
	_____ day	_____ year
By:	_____ Signature of Authorized Individual	
	_____ Date (MM-DD-YYYY)	
Accepted for Farm Service Agency:	_____ Signature	

Please sign this page and return the Agreement it in its entirety to:

Kansas City Commodity Office
 Warehouse License and Examination Division
 Mail Stop 9148
 Post Office Box 419205
 Kansas City, Missouri 64141-6205
 Phone: (816) 926-6474
 Fax: (816) 926-1548

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 735, the United States Warehouse Act (Pub. L. 106-472), and the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.). The information will be used to document processed agricultural products warehouse operator agreement to abide by the terms and conditions set forth in the Licensing Agreement for Processed Agricultural Products. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-3, Consultants File. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to obtain new licensing or retain existing licensing under the United States Warehouse Act.*

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 0560-0120. The time required to complete this information collection is estimated to average 30 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.

*The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO THE KANSAS CITY COMMODITY OFFICE, WAREHOUSE LICENSE AND EXAMINATION DIVISION, STOP 9148, P.O. BOX 419205, KANSAS CITY, MO 64141-6205.***

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