

**FSA-2221**  
(08-18-08)

**U.S. DEPARTMENT OF AGRICULTURE**  
Farm Service Agency

Position 2

**INTEREST ASSISTANCE AGREEMENT**

(See Page 2 for Privacy Act and Burden Statements.)

**PART A - BACKGROUND INFORMATION**

1. Borrower's Name and Address		2. FSA Account Number		
		A. State Code	B. County Code	C. FSA ID Number
3. Lender's Name and Address		4. Type of Loan: <input type="checkbox"/> OL <input type="checkbox"/> OL-LOC		
5. Loan Closing Date	6. Principal Amount of Loan or Line of Credit Ceiling \$		7. Lender's Loan Number	

**PART B - CONDITIONS OF INTEREST ASSISTANCE**

**1. Effective Dates**

This agreement is effective beginning (a) \_\_\_\_\_ and expires on (b) \_\_\_\_\_  
Date Date

**2. Rate of Interest Assistance**

In consideration of the lender's reduction of the interest charged the borrower's account, the United States of America, acting through the Farm Service Agency of the United States Department of Agriculture (FSA) pursuant to the Consolidated Farm and Rural Development Act (7 USC 1921 et seq) agrees that in accordance with and subject to the conditions and requirements in this agreement it will reimburse interest to the lender at a maximum of 4 percent per annum of the average daily principal balance, subject to limitations in FSA regulations. The full amount of interest assistance payments made by FSA to the lender will be passed on to the borrower.

The initial period of agreement begins (a) \_\_\_\_\_ and ends (b) \_\_\_\_\_  
Date Date

**3. Interest Rates**

The lender may charge a fixed or variable interest rate during the term of the interest assistance agreement. The type of rate must be the same as the type of rate in the underlying note.

The interest rate that the lender will charge will be clearly indicated in the request for interest assistance. If a variable rate is charged, it will comply with 7 C.F.R. Part 762.

**4. Interest Assistance Payments**

FSA payments made in connection with interest assistance will be calculated using the average daily principal balance.

**5. Annual Interest Assistance Claims and Payment**

The initial interest assistance claim will be prepared by the lender using FSA-2222, "Request for Interest Assistance Payment" within 12 months after the ending date of the initial period specified in this agreement. The borrower must meet eligibility requirements in 7 C.F.R. Section 762.120 to renew interest assistance for subsequent claim periods. Subsequent claims will be filed by the lender within 12 months after the ending date of the claim period. Claims not filed within 1 year of the ending date of the claim period will not be paid, and the amount due the lender will be permanently forfeited.

**6. Beginning Farmer Request for Continuation of Interest Assistance**

This agreement may be renewed for up to an additional five years if at the expiration date in paragraph 1, the borrower is a beginning farmer, as defined in FSA regulations, and meets all the requirements of 7 C.F.R. Section 762.150. To request the extension, the lender will submit the documentation outlined in 7 C.F.R. Section 762.150.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

**PART B - CONDITIONS OF INTEREST ASSISTANCE**

**7. When Interest Assistance Payments Cease**

For cases when FSA purchases a portion of the loan, interest assistance payments on the loan will cease. Interest assistance payments will cease upon termination of the loan guarantee, upon reaching the expiration date set forth in this agreement or upon cancellation by FSA. Interest assistance payments shall cease upon the assumption or transfer of the loan if the transferee was not liable for the debt at the time the assistance was granted in accordance with 7 C.F.R. Section 762.150. The lender shall complete FSA-2222 to request payment for the interest assistance through the date of the transfer or assumption of the guaranteed loan.

**8. Cash Flow**

The lender must document that a feasible plan is not possible without reducing the interest rate on the borrower's loan, with the debt scheduled over the maximum term typically used by lenders for similar type loans, within the limits in 7 C.F.R. Section 762.124. A borrower's new guaranteed loan is eligible for interest assistance if the borrower needs interest assistance to achieve a feasible plan. If significant changes in the borrower's cash flow budget are anticipated after the initial 12 months, then the typical cash flow budget must demonstrate that the borrower will still have a feasible plan, following the anticipated changes, with or without interest assistance. Feasible plan and cash flow budget are defined in 7 CFR Part 761 and must be calculated in accordance with that part.

**9. Cancellation of Interest**

Lender certifies that the amount of interest reduction on the borrower's account will be canceled as it becomes due.

**10. Regulatory Changes**

This agreement is subject to the present regulations of the FSA and its future regulations not inconsistent with the provisions of this agreement.

**11. Cancellation**

The interest assistance agreement is incontestable except for fraud or misrepresentation of which the lender has actual knowledge at the time this agreement is executed or for which the lender participates in or condones.

**12. Excessive Interest Assistance**

FSA may amend or cancel this agreement and collect from the lender any amount of payment granted as a result of incomplete or inaccurate information, computation errors, or other circumstances which resulted in interest assistance payment that the lender was not entitled to receive.

**13. Access to Lender's Files**

Upon request by FSA, the lender will permit representatives of FSA (or other agencies of the U.S. Department of Agriculture) to inspect and make copies of any of the records of the lender pertaining to FSA guaranteed loans. Such inspection and copying may be made during regular office hours of the lender, or any other time the lender and FSA find convenient.

To the extent permitted by law and the supervisory agency, the lender agrees to allow FSA access to audit findings by the lender's supervising agency when examining interest assistance claims.

**PART C - CERTIFICATIONS**

1A. Name of Borrower	1B. Signature of Borrower	1C. Date
2A. Name and Title of Lender's Representative ( <i>Print</i> )	2B. Signature of Lender's Representative	2C. Date
3A. Name and Title of Authorized FSA Official ( <i>Print</i> )	3B. Signature of Authorized FSA Official	3C. 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 (7 USC 1921 et seq), and the regulations promulgated thereunder, to solicit the information requested on this agreement. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, service your loan, and conduct statistical analyses. Supplied information may be furnished to other Department of Agriculture agencies, the Department of the Treasury, 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 (FOIA), 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 your Social Security Number or Federal Tax Identification Number, may result in a delay in processing this agreement or its rejection.*

*Under 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 0560-0155. The time required to complete this information collection is estimated to average 15 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 LOCAL FSA OFFICE.**