

PERSONAL PROPERTY SECURITY ACT (PPSA) SEIZURE INSTRUCTIONS

Kingsway Bailiff Services

580 Colby St
New Westminster, BC V3L 3Z1
Telephone: (604) 861-0058
Fax: (778) 397-5966
Email: bailiff@shaw.ca

Seizure Instructions

We hereby confirm that we have the legal right to seize the secured property as per the attached security agreement filed at Personal Property Registry and instruct Kingsway Bailiff Services to act on our behalf to:

- Seize secured property as set out in the security agreement or
- Seize property listed in the attached schedule
- Remove property to secured storage or
- Remove goods to the following facility: _____
- Surrender the seized goods to: _____ or
- Leave goods with the Debtor on Bailee's Undertaking.
- Allow Kingsway Bailiff Services to make their own arrangements.

Debtor Information

Debtor's Name(s): _____
Address: _____
Phone Number: _____ DOB: _____
Place of Employment: _____

File Information

Your reference: _____
Contact Name: _____
Date: _____
Total amount owing (Buyout): _____
Current arrears: _____ plus costs
Contract Date: _____
Vehicle Make: _____
Vehicle Model: _____
Plate: _____ Colour: _____
VIN : _____

Attachments

- Copy of Lease Agreement
- Verification Statement of PPR Lien
- Credit Card Authorization
- We will serve the 21 day notice as per the Personal property Security Act
- Serve the Debtor and all interested parties on our behalf

We allow Kingsway Bailiff Services to prepare the Notice of Sale and agree to sell the vehicle
by way of _____ on our behalf

Contract and Indemnity

Contract for Services

The undersigned instructing party hereby warrants to Kingsway Bailiff Services that it is the enforcing party, or that it is the lawful agent of the enforcing party or is otherwise legally authorized to give instructions on behalf of the enforcing party to Kingsway Bailiff Services and that it has determined that the enforcement activities instructed herein are lawful. Upon instructing Kingsway Bailiff Services, the instructing party shall be responsible for the costs of such services, including all costs required to lawfully complete, suspend or withdraw civil enforcement activities. The instructing party agrees to pay for all services performed and invoiced by Kingsway Bailiff Services within 30 days of the invoice date. Such services will be charged at the rate published by Kingsway Bailiff Services and the Sheriff for the Province of British Columbia. The instructing party further agrees to provide deposits or other advances for civil enforcement services to be performed upon the request of Kingsway Bailiff Services.

Instructing Party (Individual or Legal Name of Company): _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

Signature (required)

Name (print)

Indemnity

The undersigned confirms that enforcement instructions given to Kingsway Bailiff Services are lawful and factually accurate and hereby indemnifies on a solicitor and his own client basis Kingsway Bailiff Services, and its directors, shareholders, employees, and agents in respect of its fees, charges and disbursements and in respect of any suit, liability, or claim for damages that might be incurred by it in respect of any function carried out on the enforcement instructions. However, this indemnity shall not extend to any liability arising from the negligence or willful misconduct of Kingsway Bailiff Services. This indemnity shall remain in force with respect to all services requested from time to time. In the event of litigation to which this indemnity applies, the undersigned agrees to fund, during the course of such litigation, but reserves the right to appoint legal counsel to represent both the secured party and Kingsway Bailiff Services, the legal defense costs of Kingsway Bailiff Services and its directors, shareholders, employees, and agents.

Instruction party (Individual or Legal name of Company) _____

Signature (required)

Name (print)