
1 Establishing and Registering Your Security Interest

Before you can proceed with a PPSA seizure, you must first establish your security interest in the debtor's property.

- Obtain a signed security agreement (lease, chattel mortgage, etc.) that provides a reservation of title or some method of regaining title or possession to the property in the event of non-payment. NOTE: a promise to pay is not sufficient.
- Prepare Financing Statement and register at Personal Property Registry for at least the term of the agreement.

2 Instructing Us for Seizure

You will need to provide the following documentation:

- Completed Warrant
- Letter of Instructions - The more information we have from you, the better.
- Copy of the Security Agreement – Helpful in verifying information and ensuring seizure is being properly carried out on your behalf.
- Copy of Your Verification Statement – Showing that your security agreement is registered.
- Copies of notices served in advance of seizure, if applicable – NOI to Enforce Security S.244 BIA (Business Debtor only) and/or Farm Debt Mediation Notice of Intent to Realize on Security

Section 69(4) of the Personal Property Security Act requires the Creditor to serve the Debtor and others with a Notice of their intention to sell the seized security at least 20 days prior to the sale of the property. Consolidated will serve this Notice at the time of seizure if instructed to do so.

3 Seizure Decisions

When providing our office with instructions you will need to also provide instructions about what should happen to the goods after they have been seized. Providing us with full instructions at the beginning of seizure can help to reduce the risk of incurring unnecessary storage charges.

- Do you know where the goods are to be removed to?
- Do you want the bailiff to leave them with the Debtor on a Bailee's Undertaking (may consider if there are no good storage options or if the costs of removal are going to be excessive and you anticipate that the Debtor will make settlement arrangements)?
- Do you have a specific auction that you use?
- If the seizure is effected in a remote area, are you making transport arrangements for the goods, or do you want our office to make those arrangements for you.
- NOTE: Unless specifically instructed otherwise, once the seized goods have been removed and surrendered, they become your responsibility to deal with in accordance with the Personal Property Security Act, including the obligation to ensure that all prior encumbrances are paid.

4 Priorities and Other Issues that May Affect the Seizure Outcome

We are required by the Sheriff's Office to conduct a Distribution Seizure Search prior to seizure. This search will help to identify potential issues of priority that may affect your decision to seize. They may also make you aware of any court ordered stays or bankruptcy for example. Some common priorities follow:

- Canada Customs and Revenue Agency – Deemed Trust
- Workers' Compensation Board
- Garage Keepers' Lien
- Purchase Money Security Interest (PMSI) – if you registered within 15 days of giving possession
- Municipal Government (i.e. City of Calgary)
- Landlord's Distress Seizure
- Security Interest (if you did not register within 15 days of giving possession) or if you have a General Security Interest
- Writs of Enforcement registered in advance of your General Security Agreement

5 Indemnity

We will require an indemnity before proceeding with any seizure. If you are using your own letter of instructions, the form of indemnification contained in our letter of instructions must be contained in your letter.

Head Office – 300 801 Manning Road NE, Calgary, AB T2E 7M8

- Calgary – calgary@ccebailiff.ca
- Edmonton – edmonton@ccebailiff.ca
- Vancouver – BC@ccebailiff.ca

- Phone: 403-262-8800 Fax: 403-262-8801
- Phone: 780 448-5833 Fax: 780 448-0698
- Phone: 604-434-2448 Fax: 250-474-7376

Date: _____ Debtor Name: _____ Gender: _____ Address: _____ _____ Phone: _____ DOB: _____ Co-buyer Name: _____ Gender: _____ Address: _____ _____ Phone: _____ DOB: _____ Other Debtor Info: _____ _____ Total Amount Owning (accelerated) \$ _____ Current Arrears \$ _____ plus costs. Contract Date: _____	Client Name: _____ Contact: _____ Phone: _____ Ref: _____ Attachments <input type="checkbox"/> Copy of Verification Statement / PPSA Registration at PPR <input type="checkbox"/> Copy of Security Agreement / Contract <input type="checkbox"/> Seizure Deposit required - minimum \$750 Attach copies of notices served in advance of seizure, if applicable <input type="checkbox"/> NOI to Enforce Security S.244 BIA (Business Debtor only) <input type="checkbox"/> Farm Debt Mediation Notice of Intent to Realize on Security (if applicable), Notice expires: _____ <input type="checkbox"/> RUSH (Additional fees apply)
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Seizure Instructions Best time to seize: _____

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 Consolidated Civil Enforcement Inc. (CCE) to act on our behalf to:

Seize secured property as listed below **OR** Seize property listed in the attached security agreement or schedule

Vehicle VIN: _____ Make: _____ Model: _____ Colour: _____ Plate: _____ <i>CCE is authorized to select a tow truck or transport driver(s), or a person(s) at a secure storage facility and may surrender possession of the seized property to that person(s).</i> <i>In Alberta, any person so selected shall be the person designated in writing pursuant to Section 58(5) of the Personal Property Security Act.</i> We instruct and authorize CCE to Surrender and DELIVER the seized property to (must check one): <input type="checkbox"/> Specify a particular <u>person</u> or <u>storage facility</u>); _____ <input type="checkbox"/> or a secured facility of CCE’s choosing; <input type="checkbox"/> or by not removing and instead leaving the seized property with the debtor on a Bailee’s Undertaking.	Service of the PPSA Notice of Intent to Dispose (NOI) check one: <input type="checkbox"/> We will serve the debtor and all parties required by PPSA; <input type="checkbox"/> or CCE to serve debtor, we will serve all other parties required; <input type="checkbox"/> or CCE to serve debtor and all parties required by PPSA (additional service fees will apply). If CCE is serving, must check one: <input type="checkbox"/> Use the sale notice we’ve provided <input type="checkbox"/> or CCE to prepare sale notice (\$50 charge). Sell goods by: <input type="checkbox"/> auction <input type="checkbox"/> private sale <input type="checkbox"/> tender <input type="checkbox"/> other (specify) and include Location, date, time of sale (name, address, phone #): _____ _____ <input type="checkbox"/> Arrears Amount, exclusive of acceleration \$ _____ <input type="checkbox"/> Provision of the Security Agreement breached _____
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Transport of Seized Property (must check on):

We will make our own transport arrangements **OR** We instruct CCE to arrange for transport.

Sale / Distribution (Check if applicable):

We ask that CEA act as our agent in the sale and distribution of seized property. Additional fees will apply.

Contract for Services

The undersigned Instructing Party hereby warrants to Consolidated Civil Enforcement Inc. (Consolidated) 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 Consolidated and that it has determined that the enforcement activities instructed herein are lawful. Upon instructing Consolidated, 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 Consolidated within 30 days of the invoice date. Such services will be charged at the rate published by Consolidated with the Sheriff for the Province of Alberta. The Instructing Party shall pay interest on overdue amounts at a rate of 18% per annum, calculated annually, not in advance. The Instructing Party further agrees to provide deposits or other advances for civil enforcement services to be performed upon the request of Consolidated.

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

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Signature (Required) **Name (please print)**

Indemnity

The undersigned confirms that enforcement instructions given to Consolidated are lawful and factually accurate and hereby indemnifies on a solicitor and his own client basis Consolidated, 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 Consolidated. 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, the legal defense costs of Consolidated and its directors, shareholders, employees, and agents. The undersigned further agrees to provide additional indemnities, bonds or assurances as required by Consolidated from time to time.

Individual or Legal Name of Company: _____

Address, Phone and Fax (if different from above): _____

Signature (Required) **Name (please print)**

MasterCard/Visa Authorization Form

Today's Date	
Card Type:	<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard
Retainer Amount:	
Cardholder Name:	
Card Number:	
Expiry Date:	
Additional charges incurred	By signing below I hereby authorize Consolidated Civil Enforcement Inc. to charge the above noted credit card for invoices incurred on this file. I agree to pay these charges and understand that Consolidated Civil Enforcement Inc. will forward me copies of the same marked as paid by credit card.
Card Holder Signature:	

ATTACH PHOTOCOPY OF FRONT AND BACK OF CREDIT CARD

For CCE Office Use Only

CCE File Number: _____ Authorization Date: _____

Authorization Number: _____ Authorizing RM: _____

CCE Invoice Payment

Invoice #: _____ Invoice Amount: _____ Authorization Date: _____

Invoice #: _____ Invoice Amount: _____ Authorization Date: _____

Consolidated Civil Enforcement Inc.

300 801 Manning Road N.E. Calgary, AB T2E 7M8 * Phone: (403) 262-8800 * Fax: (403) 262-8801
 Toll Free Phone: (800) 313-4270 * Toll Free Fax: (888) 262-8803