

1 Establishing Your Lien

A Warehousemen's Lien is established under any of the following circumstances:

- Unpaid Storage of goods by the owner of the goods, or
- Unpaid Storage of goods by any person entrusted with the possession of the goods by the owner or by authority of the owner.

2 Ownership of Goods

- Once the Notice of Intention has been served **you DO NOT own the goods**. Ownership remains with the debtor until **all Civil Enforcement proceedings**, including the sale of the goods have been finalized.
- The value of the goods will be determined by the method used to sell the goods (see Point 4). Civil Enforcement proceedings cannot guarantee that you will receive any or all of your lien amount.

3 Post Notice of Intention Process

- Debtor has 21 days from the service of the Notice of Intention To Sell to pay the warehouseman the charges and costs.
- Initial costs from \$550 plus disbursements. All or a portion of these costs will be refunded to you upon distribution of the sale proceeds, dependent on the value received from the sale of the goods.

4 Sale Options

Sale of the stored goods must be completed using the following method:

Public Auction

- The goods can be removed immediately to auction or goods can remain in your possession until the expiry of the Notice of Intention To Sell, after 21 days from the service of the Notice
- The goods will be sold unreserved through the next applicable public auction, after 14 consecutive days of local advertisement
- All sale proceeds will be forwarded to the Civil Enforcement Agency for distribution

- Edmonton** – 280 10123 99 Street Edmonton, AB T5J 3H1
- Calgary** – 300 801 Manning Road NE, Calgary, AB T2E 7M8
- Email:** calgary@ccebailiff.ca or edmonton@ccebailiff.ca

Phone: 780 448-5833

Fax: 780 448-0698

Phone: 403 262-8800

Fax: 403 262-8801

Website: www.ccebailiff.ca

Debtor Information

Debtor Name(s): _____

Address: _____

Goods in Storage: _____

Goods stored at: _____

Date of Deposit at address: _____

File Information

Date: _____

Your Reference: _____

Contact Name: _____

Attachments

- Signed copy of the storage agreement
- Statement of Arrears / Itemized Statement of Charges
- File Retainer (minimum - \$550 & GST)

IMPORTANT: Sale of goods and distribution of sale proceeds must be processed through Consolidated Civil Enforcement Inc.

Contract and Indemnity

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: (888) 262-2626 * Toll Free Fax: (888) 262-8803