

1 Establishing Your Lien (Warehousemen's Lien Act)

Your 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.
- If goods were not deposited by the owner or by the owner's authority, notice to the owner and anyone with a security interest in the goods as registered at PPR must be notified of lien within 2 months or lien is void (see details in Section 5 of the Act).

2 Sale of Goods – Notices and Advertisement for Sale

Goods must be sold by PUBLIC AUCTION.

- You may NOT keep the goods or assume ownership once the required notices have been served.
- Prior to sale, a Warehousemen's Notice of Intention to Sell must be served on the debtor, the owner if different, and secured creditors at PPR, and anyone else with a claim known to you. Goods can be removed immediately to auction or goods can remain in your possession until the expiry of the Warehousemen's Notice of Intention to Sell.
- Debtor has 21 days (plus 7 days for mail service) from the service of the Warehousemen's Notice of Intention to Sell to pay the warehouse their charges and costs.
- Once the Warehousemen's Notice of Intention to Sell has expired, the goods must be published for sale for two consecutive weeks in a newspaper published in Alberta and circulated in the locality where the sale is to be held.
- Goods will be sold unreserved as advertised in the newspaper in the next applicable public auction.

4 Disposition of Sale Proceeds

- Sale proceeds are sent to Consolidated Civil Enforcement for disposition or you may handle the disposition in compliance with the Act.

Send by email to: CEA@ccebailiff.ca

Head Office – 300 801 Manning Road NE, Calgary, AB T2E 7M8
 Website: www.ccebailiff.ca

Calgary Ph: 403-262-8800 Fx: 403-262-8801
 Edmonton Ph: 780 448-5833 Fx: 780 448-0698

<p>Date: _____</p> <p>Client Information</p> <p>Client Name: _____</p> <p>Client Address: _____</p> <p>_____</p> <p>Client Phone: _____</p> <p>Client Email: _____</p> <p>Contact Name: _____</p> <p>Client Reference: _____</p> <p>Debtor / Owner Information</p> <p>Name of individual who deposited the goods:</p> <p>_____</p> <p>I confirm the person who deposited the goods is the owner of the goods: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown</p> <p>Debtor Name: _____</p> <p>_____</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>Email Address: _____</p> <p>Owner Name(s) if different from above: _____</p> <p>_____</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>Email Address: _____</p>	<p>Lien Information</p> <p>Description of goods (Make, Model & VIN):</p> <p>_____</p> <p>_____</p> <p>Date unit arrived at location: _____</p> <p>Storage Location _____</p> <p>_____</p> <p>Current Amount Owing: _____</p> <p>Next Payment Due Date: _____</p> <p>Amount of Next Payment: _____</p> <p>Storage is <input type="checkbox"/> Monthly <input type="checkbox"/> Weekly <input type="checkbox"/> Daily</p> <p>Attachments</p> <p><input type="checkbox"/> Signed copy of the storage agreement/contract if any</p> <p><input type="checkbox"/> Copy of Notices sent to debtor/secured creditors pursuant to Section 5 of the Warehousemen's Lien Act if goods deposited by someone other than the owner or the owner's authority.</p> <p><input type="checkbox"/> Itemized Statement of Storage Charges including GST</p> <p><input type="checkbox"/> Deposit Required (contact CCE for details)</p> <p>I hereby confirm that we have the right to proceed to sell the property related to this Warehousemen's Lien in accordance with the Warehousemen's Lien Act.</p> <p>Name: _____</p> <p>Signature: _____</p>
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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: (800) 313-4270 * Toll Free Fax: (888) 262-8803