

Consolidated Civil Enforcement Inc. (Consolidated) agrees to provide civil enforcement and related services to Customer and Customer agrees to the terms and conditions in this agreement. *(Customer is to check optional terms and conditions that apply.)*

Terms and Conditions

1. **Fees** - Consolidated agrees to provide civil enforcement and related services to the Customer in accordance with the Fee Schedule filed with the Sheriff's Office.
2. **Customer Obligations** – The Customer shall provide accurate and complete information, reasonably required by Consolidated to carry out its duties under the Civil Enforcement Act and other Acts under which seizure is authorized and the Customer shall abide by the terms and conditions of the Civil Enforcement Act and other Acts under which seizure is authorized. It is the Customer's responsibility to determine that it has the legal right to instruct Consolidated to seize on its behalf. Customer will insure seized property in the possession of Consolidated's agents against all loss.
3. **Credit** – Customer agrees to pay for all services in accordance with the terms and conditions of this credit agreement and current price schedules. Seizure fees will be billed on a file-by-file basis, and payment for such fees shall be made within 30 days of the invoice billing date. Customer shall pay for search and registration services or document service billed monthly within 30 days of the invoice billing date. Consolidated may alter the terms and conditions of the granting of credit from time to time upon notice to the Customer.
4. **Terms** – The Customer 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 Customer shall pay interest on overdue amounts at a rate of 18% per annum, calculated annually, not in advance. The Customer further agrees to provide deposits or other advances for civil enforcement services to be performed upon the request of Consolidated. Consolidated may revoke commercial discounts provided to the Customer where payment is not made in accordance with the terms of this credit agreement.
5. **Contract** – 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.
6. **Surrender** – In respect of any instructions for seizure pursuant to this contract and the *Personal Property Security Act*, but subject to more specific instructions from the customer, Consolidated 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 property seized to that person(s). Any person so selected shall be the person designated in writing pursuant to Section 58(5) of the *Personal Property Security Act*.
7. **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.

Optional Provisions

Agent Agreement - applies if checked by customer

(This paragraph entitles the Customer to fax abbreviated instructions to Consolidated and have Consolidated sign the warrant and other relevant documents as agent of the Instructing creditor.) The customer hereby authorizes Consolidated to act as its agent in all matters pertaining to civil enforcement and related activities including the preparation of seizure documents, the execution of warrants and other required documents.

INSTRUCTIONS: Please complete this form and fax to us with your signature:

- Edmonton** – 280 10123 99 Street Edmonton, AB T5J 3H1
- Calgary** – 200, 807 Manning Road NE, Calgary, AB T2E 7M8

Phone: (780) 448-5833
Phone: (403) 262-8800

Fax: (780) 448-0698
Fax: (403) 262-8801

Company Name (legal name)	Department	Type of business:	
		<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Individual
Address (including postal code)			
Account Contact	Phone	Fax	
I agree, on behalf of Customer, to the terms of this agreement (Authorized Signature)	Please print name of signing authority:		Today's Date: