

# LETTER OF AUTHORIZATION, DIRECTION AND ACKNOWLEDGEMENT IN THE MATTER OF LIEN RIGHTS

**TO: ACTION AUCTIONS INC.** 2451-D Dougall Ave Windsor ON N8X 1T6 | Phone: 226.975.3570 | Email: wbbailiffs@gmail.com and the Assignment to ONLY an APPOINTED BAILIFF IN ONTARIO.

I/We hereby authorize ACTION AUCTIONS INC. to act as our AGENT in registering a lien under the REPAIR STORAGE LIENS ACT or the PERSONAL PROPERTY SECURITY ACT with respect to our unpaid repair work order or invoice #: \_\_\_\_\_

On a Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Lic Plate#: \_\_\_\_\_

V.I.N.# \_\_\_\_\_ Amount of \$ \_\_\_\_\_

Serial # / Description of assets to be seized: \_\_\_\_\_

**NOTES/COMMENTS:** \_\_\_\_\_

I/We name ACTION AUCTIONS INC as our exclusive agent(s) for assigning this authorization to its Appointed Bailiff for the repossession of the above described collateral. This means that any agent we have previously engaged is no longer authorized to repossess this collateral unless they are subsequently authorized to do so by ACTION AUCTIONS INC. Should the collateral be found with repair charges and or storage charges incurred in such an amount that they exceed our estimate of the value of the collateral, ACTION AUCTIONS INC fees will never exceed the salvage value of the collateral or we will tender a negotiable ownership/title to the collateral in lieu of your fees. I understand that I will be charged a percentage of the collateral value for skip tracing. I also understand this is a contingent repossession and I will not be charged unless the collateral is repossessed. **We will pay a \$250.00 closeout fee if we cancel this repo assignment prior to the 90 days.** We also agree that if the debtor or his agent(s) should surrender the collateral to anyone else during the term of this agreement it will be deemed to have been repossessed by ACTION AUCTIONS INC's assigned Bailiff. Anyone else is understood to mean but is not limited to, body shops, police impound lots, other repossessors or to any facility under our direct or indirect control. Your special immediate efforts will be appreciated.

### REGARDING THE AFOREMENTIONED WORK ORDER / INVOICE.

I/We also agree we acknowledge for any reason the Bailiff cannot recover the fees and disbursements associated with the seizure of the goods and chattels, **WE UNDERTAKE** to pay such fees and expenses forthwith upon presentation of an invoice, or previous agreed payment arrangements or schedules attached to this warrant.

Further, I/we acknowledge that the **FEES and DISBURSEMENTS are unconditionally guaranteed.** As the above-noted debtor has defaulted in our agreement. This is your authorization to act on our behalf in the above-noted matter. We hereby agree to protect, defend, reimburse, hold harmless and indemnify you against any and all losses, claims, damages and costs which may be made against you or suffered by you by reason of you acting under this direction, and to pay invoices upon receipt and indemnify you for any and all legal costs incurred by you in the defence of any claims for damages as aforesaid, and for services performed under this direction. Except for such losses by your own negligent act, omission or default. Interest of 1.50% per month (18% per annum) will be charged on unpaid accounts).

Further, I/we acknowledge that I/we have been advised that the debtor may gain release of this vehicle by way of payment into the Court of the outstanding debt and ALL FEES and disbursements or as the Court may direct that I/we must then commence a legal action by way of Statement of Claim within ninety (90) days of date of such payment in order to protect said sum.

Further, I/we acknowledge that even if the Debtor redeems the total sum of the debt inclusive of ALL FEES and disbursements, that the debtor may still commence a legal action against me/us based on the Debtor's allegations that a cause of action and damages exist.

Further, I/we acknowledge that in the event that the Debtor does not claim the vehicle, then the following fees will become due and payable by the Lien Claimant (**the CLIENT**) \_\_\_\_\_ (**Lien Claimant Initial**).

<b>Tracing / locate fee:</b>		<b>Seizure fees:</b>		<b>Removal:</b>	
Locate fees:	\$ 225.00	within 30 Minutes		Towing (actual)	\$ quoted
<b>Recovery Disbursements:</b>		Auto, Motorcycle, Pickup	\$ 550.00	<b>RSLA/PPSA LIENS</b>	\$ 225.00 per
Administration Fee:	\$ 195.00	Heavy Trucks, Tandems	\$1725.00	<b>Adjustments:</b>	
Motor Vehicle Search:	\$ 95.00	Trailers, Boats	\$1625.00	Max up to 3 calls	\$ 195.00
Lien Registration:	\$ 95.00	OVER 30 minutes		Hourly standby fee	\$ 145.00 p/h
Lien Discharge:	\$ 75.00	mileage	\$ 1.50 (per km 1 way)	Storage:	\$ 135.00 /day

The above costs apply if security is seized within the first 3 calls (visits). The Boundaries are within 30 minutes of driving time of the Bailiff. Any file that is more than 30 minutes driving time will be charged \$1.50 per KM – only 1 way travel will be billed. The driving time is calculated form the time the Bailiff leaves one address, to arrive back to the same address round trip. Wholesale rates available on established accounts ONLY.

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Position / Title: \_\_\_\_\_ Signature: \_\_\_\_\_

(I have the authority to bind the Corporation in necessary)