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AUTHORIZATION / BAILIFF WARRANT

ENFORCEMENT under the Commercial Tenancies Act R.S.O 1990

☐ **WARRANT / TERMINATE TENANT**   ☐ **WARRANT / DISTRAIN TENANTS GOODS**

LANDLORD'S / CLIENT INFORMATION

LANDLORD'S NAME:_____

Address:_____   City: _____

Province:_____   Postal Code:_____   Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____   E-Mail Address: _____

TENANT'S INFORMATION / LOCATION

TENANT'S NAME:_____

Address:_____   City: _____

Province:_____   Postal Code:_____   Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____   E-Mail Address: _____

LEASE INFORMATION / ACKNOWLEDGEMENT

AGREEMENT / LEASE / CONTRACT DATE:_____   **END DATE:** _____

REMAINING TERM: _____   **MONTHLY PYT $:** _____   **PASSED DUE AMOUNT:** _____

☐ **I/WE HEREBY AUTHORIZE** ACTION AUCTIONS INC. / TOTAL SOLUTIONS TO ACT AS OUR AGENT, TO ASSIGN THIS WARRANT FOR
IN'S EXECUTION TO ONLY AN APPOINTED / LICENCED BAILIFF AND OR THEIR ASSISTANT BAILIFF IN THE PROVINCE OF ONTARIO CANADA. **TO INDEMNITY: ACTION AUCTIONS INC. / TOTAL SOLUTIONS AND/OR THEIR AUTHORIZED AGENTS,** WE, HEREBY AGREE TO PROTECT, REIMBURSE, HOLD HARMLESS AND INDEMNIFY YOU, WAYNE BYRON BAILIFF INC. AND/OR YOUR AUTHORIZED AGENTS, AGAINST ANY AND ALL CLAIMS FOR DAMAGES AND COSTS WHICH MAY BE MADE AGAINST YOU BY REASON OF YOUR ACTING UNDER OUR WARRANT IN THIS REGARD AND TO REIMBURSE YOU AND INDEMNIFY YOU FOR ANY AND ALL LEGAL COSTS INCURRED BY YOU IN DEFENSE OF ANY CLAIMS FOR DAMAGES AS AFORESAID, AND FOR SERVICES PERFORMED UNDER SAID WARRANT SAVE AND EXCEPT FOR SUCH LOSSES, CLAIMS, DAMAGES AND COST WHICH RESULT FROM A NEGLIGENT ACT, OMISSION OR DEFAULT BY YOU OR YOUR AGENTS, SERVANTS OR REPRESENTATIVES.

☐ **Further, I/we acknowledge that the FEES and DISBURSEMENTS are unconditionally guaranteed.** As the above-noted TENANT has defaulted in our agreement. This is your authorization to act on our behalf in the above-noted matter. **We hereby agree to pay invoices upon receipt** and subject to any interest of 1.50% per month (18% per annum) will be charged on unpaid accounts).
IN'S

☐ **Further, I/we acknowledge** that I/we have been advised that the TENANT may take legal action in way of a Court Motion – for Abatement or relief from this Warrant against you, by way of applying to re-enter the location until which time the Court will determine the outcome of the LANDLORD'S position.

☐ **Further, I/we acknowledge** that even if the TENANT applies or is successful in the Abatement Motion, ALL FEES and disbursements must be paid in full upon the delivery of the Statement of Account.

IN'S   Name (Print): _____   Position / Title: _____

Signature: _____   Date: _____
(I have the authority to bind the Corporation in necessary)

PLEASE INITIAL *ALL BOXES* TO THE LEFT - SIGN & DATE – THEN RETURN