**COMMERCIAL LANDLORD DISTRESS SEIZURE INSTRUCTIONS**

**Seizure Instructions**

We hereby confirm that we have the right to seize the property of the tenant as described below, pursuant to outstanding rental arrears owed to us and acknowledge that we have not terminated the lease and will not terminate the lease before seizure is complete. We therefore instruct Prairie Bailiff Services to:

[ ]  Seize sufficient non-exempt assets owned solely by the tenant of third party to satisfy the Warrant and costs associated with the file.

[ ]  Seize the specific mentioned items below:

[ ]  Leave all seized goods on a Bailee’s Undertaking in the possession of the tenant or third party.

**Tenant Information**

Tenant’s Name (s):

Address:

**File Information**

Your Reference:

Contact Name:

Date:

**Attachments**

[ ]  Copy of the lease

[ ]  Any notices delivered to tenant in past 3 months

[ ]  Statement of Account

**Contract and Indemnity**

**Contract for Services**

The undersigned instructing party hereby warrants to Prairie Bailiff Services 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 Prairie Bailiff Services and that it is determined that the enforcement activities instructed herein are lawful. Upon instructing Prairie Bailiff Services, 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 Prairie Bailiff Services within 30 days of the invoice date. Such services will be charged at the rate published by Prairie Bailiff Services and the Sheriff for the Province of Alberta. The instructing party further agrees to provide deposits or other advances for Civil Enforcement services to be performed upon the request of Prairie Bailiff Services.

**Instructing Party (individual or Legal Name of Company):**

**Address:**

**Phone: Fax:**

**Email:**

 **Signature (required)**

 **Name (Print)**

**Indemnity**

The undersigned confirms that the enforcement instructions given to Prairie Bailiff Services are lawful and factually accurate and hereby indemnifies on a solicitor and his own client basis. Prairie Bailiff Services, 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 Prairie Bailiff Services. This indemnity shall remain in full 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 Prairie Bailiff Services and its directors, shareholders, employees and agents.

**Instructing Party (individual or Legal Name of Company:**

**Signature (required)**

**Name (print)**