**SEIZURE OF LAND INSTRUCTIONS**

**Seizure Instructions**

Pursuant to Section 68 of the Civil Enforcement Act, you are hereby instructed to sell the following lands (legal land description) on behalf of the Enforcement Creditor.

The Municipal address for the Property is:

**Information**

Enforcement Creditor:

Enforcement Debtor:

Service Instructions

[ ] Personal Service [ ]  Registered Mail

**File Information**

Your Reference:

Contact Name:

Date:

\*\* We will file a Caveat immediately after opening a file to ensure that we maintain control over the process and recover costs. \*\*

[ ]  Other:

**Attachments**

[ ]  Copy of filed Writ of Enforcement

[ ]  Current Land Titles Search

[ ]  Verification Statement

[ ]  Copy of Statement of Claim

**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)**