

EARLY DISPOSAL AGREEMENT SECTION 255(8) - MOTOR VEHICLE ACT

	_				_
VI No.	l				
	l	_			

BETWI	EEN:									
			FULLIEGAL NAME OF	IMPOUND LOT OPERATOR			, who resides at			
		, (the "li	manual at Operator")							
			ADDRESS,	CITY, PROVINCE		, (tile ii	ripound Lot Operator)			
		OR (IF IMPOUND LOT OPERATOR IS INCORPORATED)								
		COMPANY	NAME		_, a	ICE OF INCORPORATION	corporation with a			
	registere	ed office at	AE	DRESS, CITY, PROVINCE		, (the "Ir	npound Lot Operator")			
AND:										
			FULL EGAL NAME/	S) OF VEHICLE OWNER(S)			,			
		-1- (-) -1		,			/41 "\\ / - 1- !- 1- \Q\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\			
	who resi	de(s) at	Al	DDRESS, CITY, PROVINCE			(the "venicle Owner(s)")			
			OR (IF	VEHICLE OWNER	IS INCORPORA	ATED)				
			•		. a	NCE OF INCORPORATION	corporation with a			
		COMPA	IY NAME		PROVI	NCE OF INCORPORATION				
	registere	ed office at	ΔΓ	DRESS, CITY, PROVINCE			, (the "Vehicle Owner")			
BVCKG	ROUND F	ACTS	712	BREGO, OTTT, I ROVINGE						
			-1' 045 40 054 (North Address Mattala Add						
A. B. C.	The Impou	le has been impounded under se and Lot Operator has custody of s wish to enter into an agreemer	he Vehicle; and		egarding the early dis	sposal of the Vehicle.				
IN CON	SIDERATI	ON OF THE MUTUAL PR	OMISES CONTA	NED IN THIS AGREE	MENT, THE PAR	RTIES AGREE AS FOLL	ows:			
1.	DEFINIT	TIONS								
1.1	In this Agra (a) (b) (c) (d) (e) (f)	 (b) "Irreparable Vehicle" means a vehicle status which indicates that the motor vehicle may be used or resold only for parts or scrap; (c) "Motor Vehicle Act" or "MVA" means the Motor Vehicle Act, R.S.B.C. 1996, c. 318; (d) "Notice of Transfer Form" means the notice of transfer and change in status form required by ICBC pursuant to section 17.1 of the MVA; (e) "Personal Property Security Act" means the Personal Property Security Act, R.S.B.C. 1996, c. 359; 								
	(g)	"Vehicle" means the	COLOUR	YEAR	MAKE		MODEL			
		with a Vehicle Identification N				, an odometer reading of	, and a			
		Registration Number of		, impounded under VI	number	that is owned	by the Vehicle Owner.			
2.	TRANSF	ER OF VEHICLE TITLE								
2.1		le Owner shall transfer the title the Notice of Transfer Form to the			as an Irreparable Ve	hicle, by immediately signing	a Notice of Transfer Form an			
2.2	If the Vehic (a) (b)	cle Owner delivers the signed No sign the Notice of Transfer Fo within 10 days after the transfe (i) the Notice of Tran (ii) the prescribed fee (iii) the licence last is	m; and er, deliver sfer Form, efor its filing, and	to the Impound Lot Operators of the MVA for the Vehicle	or, then the Impound	Lot Operator shall:				
	to ICBC, a	government agent, or a person	authorized in writing b	y ICBC for the purposes of	section 17 (4) of the	MVA.				
3.	DISCHA	RGE OF LIEN AND OTH	R COSTS							
3.1	The Vehic	le Owner shall immediately pay	to the Impound Lot O	perator any costs that the	ehicle Owner and In	npound Lot Operator agree to	in relation to the impound of the			

- 3.2 If the Vehicle Owner delivers the signed Notice of Transfer Form to the Impound Lot Operator in accordance with section 2.1 of this Agreement, then the Impound Lot Operator shall:
 - immediately take all actions necessary to discharge the lien under section 255 (2) of the MVA; (a)
 - (b) not take any other action to collect money from the Vehicle Owner in relation to the impound of the Vehicle.

4. **DISPOSAL OF VEHICLE**

- 4.1 If all of the following events have occurred, then the Impound Lot Operator shall dispose of the Vehicle as an Irreparable Vehicle, whether or not the applicable impoundment

 - period set out in section 253 of the MVA has expired:
 (a) the Vehicle Owner and the Impound Lot Operator comply with section 2 of this Agreement;
 (b) the Impound Lot Operator surrenders to the Superintendent any number plates, issued under the MVA, from the Vehicle;

- (c) the Impound Lot Operator files with the Superintendent:
 - a copy of this Agreement, and
 - (ii) a statutory declaration declaring that the Impound Lot Operator has obtained a certificate issued under the Personal Property Security Act showing that no security interest is registered against the Vehicle under that Act; the Impound Lot Operator obtains the approval of the Superintendent.
- (d)

GENERAL 5.

- A reference in this Agreement to a statute or a regulation, whether or not that statute or regulation has been defined, means a statute or regulation, as the case may be, of the 5.1 Province of British Columbia unless otherwise stated and includes every amendment to it and any enactment passed in substitution therefore or in replacement thereof.
- 5.2 The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.
- 5.3 This Agreement constitutes the entire agreement between the parties and no understandings, representations or agreements, oral or otherwise, exist between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement.
- If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the 5.4 application of such provision to any other person or circumstance will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.
- 5.5 Time is of the essence in this Agreement.
- 5.6 This Agreement is governed by and is to be construed in accordance with the laws of the Province of British Columbia.
- Unless the context otherwise requires, any reference to "the Agreement" or "this Agreement" means this instrument and any reference to any article, section, subsection or 5.7 paragraph by number is a reference to the appropriate article, section, subsection or paragraph in this Agreement.
- In this Agreement, "person" includes a corporation, firm, association and any other legal entity, and wherever the singular or masculine is used it will be construed as if the plural, the feminine or the neuter, and wherever the plural or the feminine or the neuter is used it will be construed as the singular or masculine, as the case may be, had been 5.8 used where the context or the parties so require.
- In this Agreement, the words "including" and "includes", when following any general term or statement, are not to be construed as limiting the general term or statement to the 5.9 specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement

he parties have executed this Agreeme	HIL III	CITY, PROVINCE	on	DATE
SIGNED by	in the presence of:			
Signature of Witness)))		
Name of Witness)		
Address of Witness)) Name of Impo	and Lot Operator	
Occupation of Witness)	and Lot Operator	
SIGNED by	in the presence of:)		
Signature of Witness)))		
Name of Witness)) Name of Vehic	le Owner	
Address of Witness)) Name of Vehic	le Owner	
Occupation of Witness))		
IOTE: If the party is a corporation, then u	se this execution block:]			
SIGNED on behalf of	by its authorized signator	y:)		
Signature of Authorized Signatory)))		
Name of Authorized Signatory)))		
Title of Authorized Signatory)		