



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

VI No. [ ]

BETWEEN:

FULL LEGAL NAME OF IMPOUND LOT OPERATOR, who resides at
ADDRESS, CITY, PROVINCE (the "Impound Lot Operator")

OR (IF IMPOUND LOT OPERATOR IS INCORPORATED)

COMPANY NAME, a PROVINCE OF INCORPORATION corporation with a
registered office at ADDRESS, CITY, PROVINCE (the "Impound Lot Operator")

AND:

FULL LEGAL NAME(S) OF VEHICLE OWNER(S),
who reside(s) at ADDRESS, CITY, PROVINCE (the "Vehicle Owner(s)")

OR (IF VEHICLE OWNER IS INCORPORATED)

COMPANY NAME, a PROVINCE OF INCORPORATION corporation with a
registered office at ADDRESS, CITY, PROVINCE (the "Vehicle Owner")

BACKGROUND FACTS

- A. The Vehicle has been impounded under section 215.46 or 251 (1) of the Motor Vehicle Act;
B. The Impound Lot Operator has custody of the Vehicle; and
C. The parties wish to enter into an agreement under section 255 (8) of the Motor Vehicle Act regarding the early disposal of the Vehicle.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires:
(a) "ICBC" means the Insurance Corporation of British Columbia;
(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;
(f) "Superintendent" means the Superintendent of Motor Vehicles; and
(g) "Vehicle" means the COLOUR YEAR MAKE MODEL with a Vehicle Identification Number, an odometer reading of, and a Registration Number of, impounded under VI number that is owned by the Vehicle Owner.

2. TRANSFER OF VEHICLE TITLE

- 2.1 The Vehicle Owner shall transfer the title of the Vehicle to the Impound Lot Operator, as an Irreparable Vehicle, by immediately signing a Notice of Transfer Form and delivering the Notice of Transfer Form to the Impound Lot Operator.
2.2 If the Vehicle Owner delivers the signed Notice of Transfer Form to the Impound Lot Operator, then the Impound Lot Operator shall:
(a) sign the Notice of Transfer Form; and
(b) within 10 days after the transfer, deliver
(i) the Notice of Transfer Form,
(ii) the prescribed fee for its filing, and
(iii) the licence last issued under section 3 of the MVA for the Vehicle
to ICBC, a government agent, or a person authorized in writing by ICBC for the purposes of section 17 (4) of the MVA.

3. DISCHARGE OF LIEN AND OTHER COSTS

- 3.1 The Vehicle Owner shall immediately pay to the Impound Lot Operator any costs that the Vehicle Owner and Impound Lot Operator agree to in relation to the impound of the Vehicle.
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:
(a) immediately take all actions necessary to discharge the lien under section 255 (2) of the MVA;
(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:
  - (i) 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;
- (d) the Impound Lot Operator obtains the approval of the Superintendent.

**5. GENERAL**

- 5.1 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 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.
- 5.4 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 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.
- 5.7 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 paragraph by number is a reference to the appropriate article, section, subsection or paragraph in this Agreement.
- 5.8 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 used where the context or the parties so require.
- 5.9 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 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.

The parties have executed this Agreement in \_\_\_\_\_ on \_\_\_\_\_  
 CITY, PROVINCE DATE

SIGNED by \_\_\_\_\_ in the presence of:

_____	)	
Signature of Witness	)	
_____	)	
Name of Witness	)	
_____	)	
Address of Witness	)	
_____	)	_____
Occupation of Witness	)	Name of Impound Lot Operator

SIGNED by _____ in the presence of:	)	
_____	)	
Signature of Witness	)	
_____	)	
Name of Witness	)	_____
_____	)	Name of Vehicle Owner
Address of Witness	)	
_____	)	_____
Occupation of Witness	)	Name of Vehicle Owner

**[NOTE: If the party is a corporation, then use this execution block:]**

SIGNED on behalf of _____ by its authorized signatory:	)
_____	)
Signature of Authorized Signatory	)
_____	)
Name of Authorized Signatory	)
_____	)
Title of Authorized Signatory	)