



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;

