



Emergency Towing and Recovery (d/b/a: Emergency Towing)
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Serving Broward and Palm Beach Counties (Free Service) Towing, Storage, Private Parking
(TI#00422 & PBC#690)

Vehicle Removal From Private Property Service Agreement

- I. **Parties:** This is an agreement made between Emergency Towing and Recovery (d/b/a: Emergency Towing), a company regularly engaged in the business of towing vehicles, and _____ (hereinafter referred to as “PROPERTY BEING SERVICED”), located at _____.
- II. **Effective Date:** By this agreement, Emergency Towing and Recovery (d/b/a: Emergency Towing), shall begin providing service on the _____ day of _____, 20____ and shall continue to provide service as agreed upon herein unless this agreement is cancelled in accordance with the provisions of paragraph VIII herein (“CANCELLATION”).
- III. **Consideration:** Emergency Towing and Recovery (d/b/a Emergency Towing) agrees to provide vehicle removal services from the aforesaid property and to provide storage of said vehicles for PROPERTY BEING SERVICED, in return for, which the PROPERTY BEING SERVICED agrees to abide by, conform to, and perform each of the terms, conditions, covenants, and promises contained in this agreement.
- IV. **Authorized Agents:** The 'Property Being Serviced thereby agrees to provide Emergency Towing and Recovery (d/b/a: Emergency Towing), with a written list containing the full name(s), telephone number, and affiliation of the designated individual(s) authorized by the PROPERTY BEING SERVICED, to have Emergency Towing and Recovery (d/b/a Emergency Towing), remove and/or store a vehicle from the aforesaid property without the permission or consent of the registered owner or other legally authorized person in control of the vehicle, as provided for in Section 715.074 Florida Statues. Both parties agree that Emergency Towing and Recovery (d/b/a Emergency Towing) will remove and or store any vehicle from the aforesaid PROPERTY BEING SERVICED, on/at the direction of a designated person so authorized. It is further agreed that it's the sole responsibility of PROPERTY BEING SERVICED to keep the aforesaid list current and to provide updated written lists, so that the names of the people no longer authorized to cause vehicles to be removed do not remain on the current list. (All listed people shall be hereinafter referred to as AUTHORIZED AGENTS of the PROPERTY BEING SERVICED)

- V. **Selection of Vehicles to be removed:** It is agreed to by the parties, that pursuant to section 715.07, Florida Statutes, Emergency Towing and Recovery (d/b/a: Emergency Towing), shall at the direction of any Authorized Agent of the PROPERTY BEING SERVICED, remove any vehicle(s) which Authorized Agent designates as being parked on the aforesaid property without authorization. The parties hereto agree that it is solely the responsibility of the PROPERTY BEING SERVICED and its AUTHORIZED AGENTS to determine and designate that a vehicle is in fact improperly parked on private property owned or leased by the PROPERTY BEING SERVICED, and that are in fact parked without authorization of the PROPERTY BEING SERVICED, that Emergency Towing and Recovery (d/b/a: Emergency Towing), and its agents and employees are not responsible for knowing either the legal boundaries of the aforesaid PROPERTY BEING SERVICED, or the rules, regulation, by-laws, or other requirements and authorization pertaining to vehicles on the aforesaid property by which it may be determined whether vehicle is or is not parked without authorization. It is agreed that the decision to remove a vehicle from the aforesaid property is not to be at the discretion of Emergency Towing and Recovery (d/b/a: Emergency Towing), its agents or employees and that it is the sole responsibility of the PROPERTY BEING SERVICED, and its Authorized Agents to exercise reasonable care in the determination that a particular vehicle is parked on the aforesaid PROPERTY BEING SERVICED, without authorization and make the decision to cause Emergency Towing and Recovery (d/b/a: Emergency Towing), to remove such vehicle pursuant to Section 715.07, Florida statute without obtaining permission of the legally registered owner of such vehicle or other legally authorized person in control of such vehicle. The Property Being Serviced Agrees to use reasonable care in the selection of its boundaries and rules, regulations, bylaws, and other decrees pertaining to the aforesaid property and parking thereon.
- VI. **TOWING LIABILITY.** When a person improperly causes a vehicle to be towed, such person shall be liable to the owner or lessee of the vehicle for the cost of removal, transportation, and storage; any damage resulting from the removal, transportation, or storage of the vehicle; attorney's fees; and court costs.
- VII. **NOTICE AND SIGNS:** The PROPERTY BEING SERVICED" agrees to fully comply with all legal requirements of Section 715.07, Florida Statutes, regarding the giving of the notice to the registered owners of the vehicle subject to removal by Emergency Towing and Recovery (d/b/a: Emergency Towing). Owner(s) or person(s) having possession or control of certain real property understand that, as required by law, the towing firms' "Tow Away" signs must be displayed on said property. A light reflective sign shall be prominently placed at each driveway access/entrance or curb cut allowing vehicular access to the real property, within five (5) feet from the public right-of-way line. If there are no curbs or access barriers, signs shall be posted not less than one (1) sign on each twenty-five (25) feet of lot frontage. The sign shall be permanently installed not less than three (3) feet and not more than six (6) feet above ground level, and on said property for not less than twenty-four (24) hours before the towing or removal of any vehicle/vessel(s).
- VIII. **INDEMNITY:** Emergency Towing and Recovery (d/b/a: Emergency Towing) agrees to be responsible solely for the method, manner, and means of removal and storage of vehicles towed under this agreement. Emergency Towing and Recovery (d/b/a: Emergency Towing) further agrees to use reasonable care in the removal and storage of said vehicle. Emergency Towing and Recovery (d/b/a: Emergency Towing) shall be responsible for any damage to the vehicle, claims, losses, or expenses arising from the wrongful designation of a vehicle to be towed and/or stored. Emergency Towing and

Recovery (d/b/a: Emergency Towing) will be responsible for having all equipment available to provide the towing services required for parking garages 6'2 and higher.

IX. CANCELLATION: Either party may cancel this agreement seven (7) days after written notice of cancellation is received. Such notice is to be via certified mail or personal service.

Initially designated authorized agents for towing (Phone Numbers are required in case of emergency)

NAME/POSITION/PHONE NUMBER	ADDRESS	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In witness whereof, the parties have executed this agreement as of the date and year first written above, signed and approved in the presence of:

By: Justin Schulman
Emergency Towing and Recovery (d/b/a: Emergency Towing)

By: _____
Property Representative (Printed Name)

By: _____
Emergency Towing and Recovery (d/b/a: Emergency Towing) Signature

By: _____
Property Representative (Signature)