

813 Towing Service, LLC
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AGREEMENT FOR PRIVATE PROPERTY IMPOUNDS
PURSUANT TO FLORIDA STATUE 715.07& 713.78

This agreement is entered this ____ day of _____, 2020, between 813 Towing, LLC, located at _____ and _____, the address of

the property to which the agreement refers to being located at _____

This agreement gives 813 Towing, LLC, the authority to enter upon the property referenced above and to remove vehicles that are unauthorized, abandoned, illegally parked or inoperable pursuant to the property owner or management request.

The exclusive use of 813 Towing, LLC as the towing service for this property above shall commence on

The ____ day of _____ 2020, and this agreement shall remain in full force until such time the parties agree to terminate this agreement. 813 Towing, LLC will assume all responsibilities in the notification of law enforcement agencies in reporting the impoundment of such vehicles as required by FL statues 715.07 and 713.78

Any changes in parking enforcement procedures not included in this agreement and/or addendum must be faxed or emailed to 813 Towing, LLC. Improper notice of any such changes will not result in any liability to 813 Towing, LLC.

Authorized Names:

Main Contact: _____ Title _____ Phone _____

Email _____

Contact 2: _____ Title _____ Phone _____

Email _____

LEGAL JURISDICTION: (Circle One)

Hillsborough County Sheriff's Office

Tampa Police Department

Temple Terrace Police

Pasco County Sheriff's Office

PLEASE PLACE A C, P OR T NEXT TO THE SERVICE TYPE FOR WHICH THE VEHICLE MAY BE TOWED

C: The property Calls in to tow company for vehicle removal when needed

P: The towing company Patrols and removes violations

T: The towing company Tags the vehicles for 24, 48, or 72 hours prior to towing

For Patrol, direct violations: Start enforcement time: _____ Stop enforcement time: _____

1. _____ No valid permit, No valid resident, tenant, or expired visitors permit. _____
2. _____ Tow away zone, sign posted and/or pavement markings.
3. _____ Abandoned/Inoperable vehicle: Flat tire(s), vehicle on jacks, blocks, broken or missing windows, wheels, minor or major parts.
4. _____ No vehicle registration stickers on the vehicle
5. _____ Expired registration Sticker. License plate does not match vehicle
6. _____ Vehicle parked in designated fire lane
7. _____ Management request and abandoned vehicle removal
8. _____ Vehicle wrecked or inoperable
9. _____ No tractor, trailer, or large vehicle (over 1 ton)
10. _____ No commercial vehicles with writing or advertising signage displayed in or on the vehicle unless authorized by office
11. _____ Vehicles parked on grass, off pavement or landscaping
12. _____ Vehicles parked in Handicap space, ramps or unloading zone with no handicap permit displayed
13. _____ Vehicle blocking or parked in isle or roadway
14. _____ Guest parking on the community longer than 14 days
15. _____ Hindering access, blocking dumpster, building entrances, loading docks and zones, etc.
16. _____ Vehicle taking up more then one parking spot or parked over the line. (tire must be completely over the line)
17. _____ Vehicle displaying a "For Sale" sign
18. _____ Vehicle parked in a reserved or assigned parking space
19. _____ Vehicle is parked in a non parking space that is primarily used for pedestrian access
20. _____ Vehicle is parked on property where posted " NO PARKING"
21. _____ Vehicle is parked on the sidewalk
22. _____ Double parked behind a vehicle
23. _____ No backing into parking space
24. _____ No parking over the sidewalk

Authorized signature; _____ Date _____

Now, in consideration of the terms, conditions, covenants, and performances contained herein, the parties agree as follows:

1. SCOPE OF SERVICES: 813 towing services, LLC will perform such services including the furnishing of all materials and equipment necessary for the full performance of towing services.
2. TERM The project shall begin as dated previously, and shall be enforced for one calendar year and renew every year until updated or terminated, regardless of management changes.
3. COMPENSATION and METHOD of PAYMENT: No payment shall be made for any services rendered by 813 Towing services, LLC except for services identified and set forth in this agreement
4. RELATIONSHIP: The parties agree that 813 Towing services, LLC relationship will be created by this agreement. The client is interested primarily in the result to be achieved. The implementation of services will be solely with the discretion of 813 Towing Services, LLC by inspection of such violations allowed for towing as per this agreement. NO employee or representative of 813 Towing Services, LLC shall be deemed to be an employee of the client for any purpose and the employees of 813 Towing, LLC are not entitled to any of the benefits that the client provides for its employees.
5. INSURANCE: 813 Towing, LLC shall produce and maintain the duration of the agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work here under by 813 Towing services, LLC their agents, representatives, or employees. 813 Towing services, LLC shall provide a certificate of insurance upon request for the following:

-Automobile liability insurance for bodily injury and property damages

-Commercial General Liability Insurance

-Workers Comp Insurance

6. COMPLIANCE WITH LAWS: 813 Towing Services, LLC in the performance of this agreement, shall comply with all applicable federal, state and local laws.

7. CHANGES Either party may request changes to the services to be provided, however, no change or addition to this agreement shall be valid or binding upon either party unless such change or addition is in writing and signed by both parties. Such changes will be attached at the end and be made part of this agreement.

8. PROHIBITED INTEREST: No member, officer, or employee of the client shall receive compensations on or have any interests as it is a violation of the Florida Statue 715.07

9. OTHER PROVISIONS: The following additional terms shall apply. It is agreed between the parties that pursuant to this agreement that if the client is dissatisfied with the performances of 813 Towing Services, LLC or its employees, the client must notify 813 Towing Services, LLC management of the problems in writing. 813 Towing Services, LLC has fifteen (15) days to negotiate an appropriate amendment. If an agreement cannot be reached, this agreement may be terminated by the client and 813 Towing Services, LLC will remove it's property from the location.

10. TERMINATION: Termination by 813 Towing Services LLC. 813 Towing Services, LLC may terminate this agreement, in whole or in part at any time if demands are made that interfere with FL Statue 715.07. Termination for any other reason would require fifteen (15) days to negotiate an appropriate amendment between us and the client.

Termination by client. If 813 Towing Services, LLC fails to perform in the manner called for in this agreement the client must follow number 10, OTHER PROVISIONS

11. ATTORNEY FEES AND COSTS: If any legal proceeding is brought for the enforcement of this agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may entitled, reasonable attorney fees and other costs incurred in that action or proceeding.