

SPECIALIST AUTO TECH, INC.

6345 Lee Ann Lane

Naples, FL 34109

Phone: (239) 354-0303

Fax: (866) 746-0076

info@specialistautotech.com

Towing Agreement

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between SPECIALIST AUTO TECH INC., hereinafter referred to as "SPECIALIST AUTO", and _____, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, SPECIALIST AUTO desire to provide towing services to the OWNER in the nature of removing unauthorized vehicles parked at the OWNER's property, known as _____ (Complex, Center, or Community); and located at:

_____ ; and

WHEREAS, OWNER desires to accept the services of SPECIALIST AUTO upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, it is agreed:

SPECIALIST AUTO represents that it is regularly engaged in the business of towing motor vehicles.

SPECIALIST AUTO shall be and is hereby authorized to remove, tow and store vehicles abandoned or improperly parked on the property belonging to the OWNER. SPECIALIST AUTO shall exercise reasonable care in the removal and storage of any vehicles. SPECIALIST AUTO shall promptly after requested to so by OWNER, remove any vehicles as are designated by OWNER as being parked without the authorization of the OWNER on the property known as the common areas of _____.

The removal and lien thereof of vehicles parked with authorization is governed by Florida Statute 715.07 and Collier Ordinance 2008-47 (hereinafter call the "LAWS"). Each of the parties hereto shall abide by and discharge their respective responsibilities under the LAWS, now existing or as they may hereinafter be amended, including any ordinance passed by Collier County.

SPECIALIST AUTO agrees to look solely to the owner, lessee or driver of all vehicles parked without authorization of the OWNER and towed and stored by SPECIALIST AUTO for all costs of towing and storage.

The OWNER shall have no financial obligation to SPECIALIST AUTO for either towing or storage charges or both.

The OWNER agrees to post signs on the property, which signs shall comply with the provisions of the LAWS, which signs shall be provided by the OWNER.

A tow sheet will be signed by OWNER's authorized agent directing the removal of each vehicle parked on the property without authorization, which vehicle shall be removed by SPECIALIST AUTO pursuant to the terms and provisions of this Agreement. The vehicles must be inventoried by the OWNER's agent and SPECIALIST AUTO.

Each party hereto hereby indemnifies and agrees to save the other harmless from any breach by the indemnitor of the indemnitor's obligations under this Agreement, which breach causes the indemnitee hereunder damage or injury as a direct and proximate result of said breach by the indemnitor. This indemnification shall include, but not be limited to, any damage so sustained by the indemnitee and any attorneys' and/or court cost incurred in either defending such claim for damages or in prosecuting any obligation under this indemnification.

If this agreement is for a **commercial property**, be advised that there is a city ordinance stating that any vehicle with a "For Sale" sign in a **commercial center after hours** is prohibited by Collier County under Ordinance 91102 and will be towed at vehicle owners expense.

SPECIALIST AUTO shall at all times during the existence of the Agreement be fully insured through an insurance company, which such insurance shall insure both SPECIALIST AUTO and the OWNER from any damage as a result of the negligent towing of a motor vehicle or damage or injury to any motor vehicle, or occupant thereof, towed pursuant to and in accordance with the Agreement. Such insurance policy shall provide therein that the policy may not be cancelled except only after ten (10) days' written notice served upon both the OWNER and SPECIALIST AUTO.

This Agreement shall be effective as of the date hereof and, unless sooner terminated pursuant to the provision hereof, shall continue in full force and effect until the first (1st) anniversary of the date hereof (the "Term"), with automatic yearly renewals thereafter, provided, however, that either party may cancel the Agreement at any time by notice in writing to the other by hand delivery or mailed by certified mail at the address set forth below.

All notices required pursuant to this Agreement are to be sent to the parties, by U. S. Mail at the following addresses:

TO OWNER: _____

TO WEST COAST: 6345 Lee Ann Lane
Naples, FL 34109

SPECIALIST AUTO shall, upon removal of any vehicles, forthwith notify the nearest police department of such removal, together with the identification of the name and location of the person who authorized the removal of said vehicle.

The OWNER or the OWNER's authorized representative or agent shall obtain the license number, vehicle make, and other descriptive identification for the purpose of telephone notice to SPECIALIST AUTO.

Please provide the following information:

Property Management Company: _____

Phone: _____ Fax: _____

Address: _____

E-mail(s): _____

Special Instructions (i.e. Special hours, special days, permits, boats, commercial vehicles, etc.)

Immediate Tow-Away as per Collier County Ordinances:

Grass

Street

Side Walk

Authorized (other than the property management listed above) personnel and/or security company must be listed in order to receive any request via telephone, email, and/or fax.

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Security Guard/Valet Company Name: _____

Address: _____

Phone: _____ Fax: _____

Please attach all driver licenses to all security guards assigned to the property.

We will also need copies of **DRIVER'S LICENSES FOR ALL AUTHORIZED SIGNERS**. Any future additions and/or removal must be in writing and signed by the property manager, Association, and/or property owner.

SIGNS

Specialist Auto Tech Inc., will provide free signs with installation. However, if more signs are required, please contact the office to make arrangements. If your firm would like to install the signs, then Specialist Auto Tech Inc., will not be held liable for any improper installation. If there are signs up from previous towing service, signs will need to be removed by Property Management Company, Homeowners Association or OWNER. This is property of the towing company and should be returned.

RULES AND REGULATIONS

In order to provide you with excellent service, we request the association or property management company to provide us with a copy of the "Rules and Regulations" for each development and any amendments thereto. (Please attach to the contract). Any amendments to the rules should be faxed to (866) 746-0076 prior to 5:00PM for immediate effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

SPECIALIST AUTO TECH INC.

Signature: _____

Printed Name: Alberto Cabrera

Title: President

Company: _____

Signature: _____

Printed Name: _____

Title: _____