



Phone: 954-680-0105

Fax: 954-652-4988

Email: Dispatch@towmaxxtowing.com

**THE LEADER IN PRIVATE PROPERTY TOWING AND IMMOBILIZATION**

**TOWING & IMMOBILIZATION AGREEMENT**

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

**PROPERTY WHERE POSTED**

Name of property: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Total Signs: \_\_\_\_\_ Poles: \_\_\_\_\_ Fax: \_\_\_\_\_

**Fax / Email ( ☐ ) Patrol ( ☒ )**

**Owner ( ☐ ) Management ( ☐ )**

Contact person: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Zip \_\_\_\_\_ Email: \_\_\_\_\_

Emergency #/ Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Person(s) Authorized to have vehicles removed:**

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Entity \_\_\_\_\_ Address: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Entity \_\_\_\_\_ Address: \_\_\_\_\_

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Entity \_\_\_\_\_ Address: \_\_\_\_\_

**Agreement between the above listed Property and TowMaxx Towing Service LLC**

Only the person(s) listed above if any, may authorize vehicles to be towed or immobilized from the above named property (the "Property"), which by signing this Agreement has opted to authorize vehicle towing and immobilization at the Property. It is the Property owner(s) or manager(s) responsibility to notify TowMaxx Towing of any changes to the above authorization list or ownership of the Property and, as such, take full responsibility for any incorrect immobilization due to the failure to notify TowMaxx Towing in writing of any such changes in authorization or ownership of the Property. This Agreement shall have a term of one (1) year,

but may be cancelled by either party providing the other with thirty (30) days' advance written notice. This Agreement between the parties for the towing and immobilization of unauthorized vehicles from the Property shall be done under the guidelines and stipulations as set by Florida Statutes Section 715.07 as well as any applicable local laws. By signing below, the Property owner/manager agrees that TowMaxx Towing is not responsible for any damages that may occur during the installation and/or removal of signs. This Agreement shall automatically renew annually until written cancellation is provided as set forth above. Furthermore, except where TowMaxx Towing was grossly negligent or engaged in intentional misconduct, the Property shall indemnify and hold harmless TowMaxx Towing from and against any claims arising out of or relating to (i) towing and immobilization of vehicles on Property, (ii) the Property's failure to adhere to the terms of this Agreement or any other Agreement with TowMaxx Towing, or (iii) the Property's failure to abide by applicable laws relative to the immobilization of vehicles, including but not limited to Florida Statutes Section 715.07. 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 damages resulting from the removal, transportation, or storage of the vehicle; attorney's fees; and court costs.

**\*In the event that this Agreement is terminated, the Property will allow TowMaxx Towing Service LLC access to remove and/or retrieve all property signs which have been provided to the Property. Failure to provide all TowMaxx Towing signage will result in a penalty of \$50 per sign, paid by invoice within 30 days of receipt.**

**\*\*In the event that the Property utilizes TowMaxx Towing Service LLC for any vehicle relocations, invoices must be paid within 30 days of receipt to avoid a 15% late fee and subsequent litigation.**

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**By signing below, the parties consent to the terms of this Towing and Immobilization Agreement as of the date first set forth above.**

By: \_\_\_\_\_

Name:

Its:

Legal Entity: TowMaxx Towing Service LLC

By: \_\_\_\_\_

Name:

Its:

Legal Entity:

**Additional Person(s) Authorized to Have Vehicles Removed:**

4. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Entity \_\_\_\_\_ Address: \_\_\_\_\_

5. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Entity \_\_\_\_\_ Address: \_\_\_\_\_

6. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Entity \_\_\_\_\_ Address: \_\_\_\_\_