



Alpine Towing, Inc. d/b/a Galactic Towing

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Serving Miami-Dade, Broward, and West Palm Beach Counties (Free Service)

Towing/Storage

TL#2656 TI#00022 PBC#TP829

Private Parking

Vehicle Removal From Private Property Service Agreement

I. Parties: This is an agreement made between Alpine Towing, Inc., d/b/a Galactic 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, Alpine Towing, Inc., d/b/a Galactic 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: Alpine Towing, Inc., d/b/a Galactic 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

III. Authorized Agents: The 'Property Being Serviced thereby agrees to provide Alpine Towing, Inc., d/b/a Galactic 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 Alpine Towing, Inc., d/b/a Galactic 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 Alpine Towing, Inc., d/b/a Galactic 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 the PROPERTY BEING SERVICED, to keep the aforesaid list current and to provide updated written lists, so that the names of the persons, no longer authorized to cause vehicles to be removed, do not remain on the current list. (All listed persons 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 Statues, Alpine Towing, Inc., d/b/a Galactic 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 PROPRTY 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 PRPERTY BEING SERVICED, and that are in fact parked without authorization of the PROPERTY BEING SERVICED, that Alpine Towing, Inc., d/b/a Galactic 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 Alpine Towing, Inc., d/b/a Galactic 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 Alpine Towing, Inc., d/b/a Galactic 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, regulation by laws 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 damages 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 vehicle subject to removal by Alpine Towing, Inc., d/b/a Galactic Towing.

VIII. INDEMNITY: Alpine Towing, Inc., d/b/a Galactic Towing, agrees to be responsible solely for the method, manner, and means of removal and storage of vehicles towed under this agreement. Alpine Towing, Inc., d/b/a Galactic Towing, further agrees to use reasonable care in the removal and storage of said vehicle, Alpine Towing, Inc., d/b/a Galactic Towing, shall be responsible for any damage to vehicle, claims, losses, or expenses arising from the wrongful designation of a vehicle to be towed and/or stored.

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.

Please check below the appropriate reason for tow:

Handicapped Fire Lane Garbage Area Green Area
 Double Parking Commercial Vehicle Expired Tag No Tires
 Leaking Fuel Vandalized Vehicles such as "accidents"

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

<u>NAME</u>	<u>POSITION/PHONE NUMBER</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: _____

Alpine Towing, Inc., d/b/a Galactic Towing

By: _____

By: _____

By: _____

(PROPERTY BEING SERVICED)