

DOWNTOWN IGNACIO TOW, INC

106 Galli Drive
Novato, California 94949
(415) 883-6124

PRIVATE TOWING AND IMPOUND APPLICATION AND AGREEMENT

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|--|---|---|
| Client Name / Project Name: | | |
| Identification of Property or Complex: | | |
| Street Address: | Zip: | |
| City: | Nearest Cross Street: | |
| Phone: | 2 nd Phone: | |
| Mailing Address (if different than above): | | |
| City: | State: | ZIP Code: |
| Managers Name: | | Assistant Managers Name: |
| On Site Contact: | | |
| Property Mgt. Co.: | | |
| Security Company: | | |
| PERSONS AUTHORIZED TO SIGN FOR VEHICLE REMOVALS | | |
| 1. | Title: | |
| 2. | Title: | |
| 3. | Title: | |
| PLEASE CHECK ALL APPROPRIATE BOXES | | |
| <input type="checkbox"/> Tenants Authorized To Tow | <input type="checkbox"/> Blocking Dumpster | <input type="checkbox"/> Blocking Garages |
| <input type="checkbox"/> Proof Of Residence Required | <input type="checkbox"/> Double Parked | <input type="checkbox"/> No Street Parking |
| <input type="checkbox"/> Fire Lane Removals | <input type="checkbox"/> Visitor Only Parking | <input type="checkbox"/> Abandoned Vehicle: |
| <input type="checkbox"/> Parking Permits | <input type="checkbox"/> Mgr. Parking Spaces | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Handicap Parking | <input type="checkbox"/> Expired Tags | <input type="checkbox"/> Other |

By signing below, you represent that you are authorized to sign on behalf of the Client identified above and further agree to the Standard Terms and Conditions attached hereto, which are incorporated by reference as though fully set forth herein.

Client: Authorized Signature

Dated: _____, 2021

GENERAL TERMS AND CONDITIONS

- A. **PAYMENT TERMS:** Our organization will bill the registered owner or the owners agent for vehicle removals, however, this does NOT include the removal of RV's, Trailers, pull behinds or vehicles missing major components such as engines, wheels tires interior etc. These units must be paid by the facilitating company at the time of removal.
- B. **TERMINATION:** This Agreement is subject to cancellation by either party upon ten (10) days written notice to the other party. The CLIENT shall forthwith pay all charges for work already performed to the date of receipt by COMPANY of said written notice.
- C. **SERVICES AND OBLIGATIONS OF COMPANY AN CLIENT:** COMPANY shall provide private towing and impound services in compliance with California Vehicle Code section 22658, as amended in 2007. Each and every time a vehicle is to be towed from the property identified on page 1 of this Agreement, a written authorization must be executed by CLIENT containing the following information: (1) make and model of the vehicle, vehicle identification number, and license plate number of the vehicle; (2) the name, signature, job title, residential or business address and working telephone number of the person authorizing the removal of the vehicle; (4) the time when the vehicle was first observed parked at the private property; and (5) the time that authorization to tow the vehicle was given. Said approved form to be used by the parties is attached hereto as Appendix 1. Notwithstanding the above company may tow away a vehicle from a patrolled premises of client without the need for a specific, written request in the event: (1) a vehicle is unlawfully parked within 15 feet of a fire hydrant; (2) a vehicle is parked in a fire lane, or (3) A VEHICLE IS PARKED IN A MANNER WHICH INTERFERES WITH AN ENTRANCE TO, OR EXIT FROM THE PRIVATE PROPERTY. CLIENT authorizes COMPANY to photograph of any vehicle to be towed and maintain the same for its own records. CLIENT agrees to strictly comply with all owner requirements set forth in California Vehicle Code section 22658 and all other applicable local, state and federal laws, including without limitation, any and all signage and notification (to both law enforcement and vehicle owners) requirements under CVC §§22658(a)(1) and 22658(f). CLIENT shall be solely responsible for paying for any fees owed to COMPANY, including without limitation towing fees owed as a result of a cancellation and release to the lawful owner at the premises. CLIENT understands and agrees that in the event of a release of the vehicle to the lawful owner at the premises COMPANY is entitled to one half its towing fees but that COMPANY may not make any such payment a condition to release. This will expose COMPANY to potential collection issues, and, therefore, CLIENT shall agree to cover this expense to COMPANY in such event and, in turn, collect the same from the vehicle owner.
- D. **DISPUTE RESOLUTION; GOVERNING LAW:** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses. This agreement shall be governed by the laws of the State of California and any proceeding or lawsuit arising from or in connection with the agreement shall be venued in Marin County Superior Court.

- E. ASSIGNMENT:** This Agreement shall not be assigned by either party without the prior written consent of the other; provided, however, in the event of a sale of substantially all the assets of COMPANY or a change in control of more than 50% ownership then COMPANY shall be allowed to assign this Agreement to the new company or owner without such consent from CLIENT.
- F. LIMITATION OF LIABILITY; INDEMNITY:** CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, SO THAT THE TOTAL AGGREGATE LIABILITY OF COMPANY NOT EXCEED COMPANY'S TOTAL FEE FOR SERVICES RENDERED. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION WHATSOEVER IN TORT, CONTRACT, EQUITY OR OTHERWISE, HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL COMPANY BE HELD LIABLE FOR CONSEQUENTIAL DAMAGES, LOST PROFITS OR PUNITIVE DAMAGES. CLIENT FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, JUDGMENTS, CLAIMS, CAUSES OF ACTIONS, COSTS, FEES, FINES AND ATTORNEYS' ARISING FROM OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS BY CLIENT.
- G. MODIFICATION:** This agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this agreement shall be binding unless it is in writing and signed by both parties.
- H. ACCEPTANCE OF FACSIMILIE SIGNATURES:** The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.
- I. Signs and Location Of Required Signage:** In accordance with CVC 22658.A it is stipulated and required that all entrances to any location in contract requires a sign stating the following:
- "Private property vehicle will be towed at owners expense"
 - Name of the towing company whom has been contracted, and phone number.
 - Name and phone number of the local police department whom patrols the immediate area
 - CVC 22658.A

