



AUTO RECOVERY INC.

7070 SMITH ROAD, DENVER CO 80207
OFFICE (303) 295-6353 FAX (303) 292-0508
PUC T2625

www.maxxautorecovery.com

TOWING & PROPERTY SIGN AGREEMENT

THIS AGREEMENT is made and entered this ____ Day of _____, 20____, by and between MAXX Auto Recovery, Inc. (MAXX) and the Owner/Manager/Agent (O.M.A) of the:

PROPERTY KNOWN AS:

NAME:

(PROPERTY ADDRESS of where services are to be performed) **EXACT STREET ADDRESS, CITY AND ZIP**

HEREAS, the O.M.A desires to acquire the services of MAXX for parking control upon those terms shown below, and, whereas, MAXX desires to provide services and remove unauthorized vehicles from the property;

NOW THEREFORE, upon consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

RECOVERY SERVICE: MAXX will provide and post the necessary warning signs on the Property. Further, MAXX will promptly remove from the property any vehicle illegally parked as determined by the O.M.A. and its rules and regulations, which may include, but not be limited to: Fire Lanes, Handicap, Unauthorized spaces, Blocking access, or Improperly parked, OR vehicles that are Unauthorized, Immobile, Presumed abandoned, or with Expired or missing registration. MAXX will report all vehicles to the proper authorities upon removal, and will impound such vehicles at its storage facility until all towing and storage fees are paid by the vehicle owner. Fees are as follows: \$160/hook, \$3.80/ mile (plus laden surcharge), \$30/day storage (PUC-T 002625). If the owner, authorized operator, or authorized agent of the owner of a motor vehicle with a GVWR of less than 10,000 pounds that is parked without the authorization of the property owner attempts to retrieve the motor vehicle before its removal from the property, the maximum drop charge (whether motor vehicle is hooked up or not) is \$70.00. The maximum rates for a nonconsensual tow from private property, and the maximum drop charge if the vehicle is retrieved before removal from property, are set by rule of the Public Utilities Commission.

AUTHORIZATION: The O.M.A. authorizes MAXX to post signs and tow and impound vehicles as described above by the O.M.A.'s request. Said vehicles will be towed away at the vehicle owner's expense, and MAXX will be solely responsible for negotiating and collecting all fees. All charges are regulated by the Colorado Public Utilities Commission.

This agreement represents a contract with the Owner/Management/Agent and MAXX Auto Recovery, Inc. for the above mentioned property. This contract will remain in effect, regardless of change in Managers, Management or any

other authorized representative of this property until MAXX Auto Recovery, Inc. receives a 30day cancellation notice. If an authorized agent listed below is no longer associated with this property, and no other notice is provided to MAXX, MAXX reserves the right to respond to any agent of the property now acting in that position of authority.

INDEMNITY: MAXX will assume responsibility for any damage or injuries which may occur during the recovery of any motor vehicle under this agreement, and will indemnify and hold harmless the O.M.A. from such occurrence. **MAXX will not accept any responsibility for damages that it is not allowed to inspect prior to repairs being performed.** MAXX will take the utmost care and precaution when entering/exiting garages, but will not be held responsible for faulty garage equipment which in turn causes damage to either the tow truck or the towed vehicle. Please advise MAXX in writing of any special concerns regarding property and/or garages.

TERMINATION: This agreement may be terminated by either party upon Thirty days written notice and removal and return of signs posted on property.

SIGNS:

TO PROPERTY MANAGERS: *PLACARD SIGNS ARE PROPERTY OF MAXX AUTO RECOVERY.*

Signs are free of charge for the duration of this agreement. There will be a \$10.00 charge each to replace and damaged sign during this agreement. If, for any reason, you discontinue service and/or do not manage the property any longer, you are required to give MAXX a 30-day written notice during which time MAXX will retrieve their signs. Failure to do so will incur a \$30.00 per sign charge to the O.M.A.

LOT OPS: Properties which need MAXX Auto Recovery to move vehicles from one space to another due to parking lot maintenance will be charged \$75.00 for 0-1 vehicle; \$55.00 for 2 or more vehicles. **ALL OTHER MOVES DUE TO PROPERTY DAMAGE, I.E. FLOODS, FIRE, ETC. WILL BE CHARGED ON RATES TO BE DETERMINED BY THE SCOPE OF THE WORK.** All invoices are due within 30 days from invoice date. All invoices not paid within 30 days will accrue a finance charge of 1.5% per month (18% annually). Any unpaid balances may be referred to collection.

DRY RUN: (N/A UNLESS ABUSED) :A charge of \$75.00 will be billed to the O.M.A. as a "dry run" fee if vehicle moves after a property called for a tow and then fails to contact MAXX Auto Recovery to cancel tow.

INFORMATION NEEDED AT TIME OF REPORTING A TOW:

Vehicle Information:

Make, Model, Color, License Plate #, Location on Property, Reason for Impound

If the Vehicle has any of the following:

Flat Tires (example Front Driver Side),

If the vehicle looks stolen i.e. Broken Windows, Broken Steering Column please contact your local police department so they may investigate.

An Authorized Person representing the Property must be present to sign for ALL tows.

MAXX AUTO RECOVERY, INC.

MANAGEMENT

Signed/Print Name

Signed/Print Name

Date

Date

ALL INFORMATION BELOW MUST BE FILLED OUT COMPLETELY:

PROPERTY MANAGEMENT COMPANY: (IF APPLICABLE)

Management Company Name: _____

Address: _____ City: _____ Zip: _____

Phone #: _____ Alt. Phone #: _____ Fax #: _____

Contact: _____

PROPERTY INFORMATION:

Property Name: _____

Main Contact on Property: _____ Phone #: _____

Address: _____ City: _____ Zip: _____

Phone #: _____ Alt. Phone #: _____ Fax #: _____

AUTHORIZED PERSONS TO REQUEST TOW

NAME	PHONE #	POSITION/TITLE AT COMMUNITY

Authorized Person/s To Request Tows:

Can Tenants call in Tows? YES / NO **IF YES,** Proof Required to show Driver? YES / NO

What proof does Tenant need to show Driver at time of Tow? (i.e. lease w/ spot #) _____

SIGNS:

Please indicate who the Main Contact is for the placement of Signs.

Main Contact/s: _____

Phone #: _____ Alt. Phone #: _____ On Property? YES / NO

Does this property have a **garage**? YES / NO **IF YES,** garage clearance _____

Special instructions regarding your property: