



## TOWING SERVICE AGREEMENT ABANDONED OR UNATTENDED VEHICLES

This Towing Service Agreement ("Agreement") made and entered into on \_\_\_\_\_ by and between **NON STOP TOWING, INC.** With office at 3340 Petaluma Blvd. North., Petaluma, CA 94952 hereinafter referred to as "Company" and \_\_\_\_\_ hereinafter referred to as "Client."

Whereas Company is engaged in the business of towing automobiles, and;

Whereas Client is owner or/lessee of certain property located at:

"\_\_\_\_\_." and from time to time has unauthorized vehicles parked on its premises and is desirous of having said vehicles removed:

1. When **Client** has any motor vehicle abandoned, left unattended upon its property without permission, or parked illegally in fire lanes; Company when notified, may enter premises in order to tow said vehicle(s) from the premises, Company shall not be considered a trespasser and shall have **Clients** permission to enter said premises for the purpose of removal of the vehicle by towing. Vehicle entry for the purpose of removal shall be allowed with reasonable care on the part of the person or firm towing the vehicle. Such person or firm shall be liable for any damages occasioned to the vehicle if such entry is not in accordance with the standards of reasonable care. The Description of Services and all **Clients** personnel who are approved to authorize towing are attached as **Exhibit A**, to this Agreement.
2. Towing signs, posting of signs shall be in accordance with the rules and regulations of California laws.
3. Company agrees to comply with all state, local or municipal laws relative to the services contemplated in this Agreement and Company represents and warrants that all necessary consents, approvals, authorizations, permits, or bonds have been obtained; and no action is pending or, to the best of its knowledge, threatened, that could affect the validity or enforceability of the Agreement.
4. Company shall indemnify, defend and hold harmless the **Clients** from; a) any breach of this Agreement, b) any fines, penalties, or violations of any state, local or municipal ordinances, c) any claims from any third party for damages to person or property; and d) any damage or injury to any individual or **Clients** property as a result of Company not using reasonable care in the performance of its duties.
5. Before commencing any Services hereunder, Company shall provide the **Client** with certificates evidencing the existence of insurance policies providing the following minimum insurance coverage: Automobile Liability Insurance in the amount of at least \$2,000,000 combined single limit. All such policies shall name the **Client** as an additional insured, and shall provide that the insurance will not be

canceled or amended without thirty (30) days prior written notice to the **Client**. Company shall maintain such insurance in effect throughout the term of this Agreement.

6. The Parties hereby agree that signatures transmitted and received via facsimile are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. The parties may also execute this Agreement in counterparts, each of which will constitute an original.

7. This agreement shall commence on the Effective Date and shall continue for a one (1) year term; and may be cancelled by either Party by giving thirty (30) days written notice to the address shown below.

8. Company shall not assign this Agreement or any of its obligations hereunder without the prior written consent of **Client**. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, except as otherwise provided herein.

9. Company shall not advertise or otherwise make known to others any information regarding this Agreement. Company further agrees not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes, or pictures implying endorsement by **Client** or **Clients** employees without prior written approval from **Client**.

10. This Agreement shall be governed and construed in accordance with the domestic laws of the State of California.

11. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior discussions and agreements, either oral or written, relating to the subject matter of this Agreement.

**Non Stop Towing, inc.**  
Db a California Non Stop Towing

**Client**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Address for Notices  
Non Stop Towing, Inc.  
Db a California Non Stop Towing  
65 Everett Rd.  
Petaluma, CA 94952

Address for Notices

## EXHIBIT A

### **DESCRIPTION OF SERVICES**

Company shall be on-call (as needed) to remove unauthorized, abandoned and/or unattended vehicles from \_\_\_\_\_.

Towed vehicles will be stored at the address first stated in the Agreement, and may be picked up by the owner by providing the proper identification in accordance with such local government rules and regulations upon full payment of any charges and fees.

### **EMPLOYEES**

The following Clients are approved to authorize the towing of a vehicle from the premises:

1.) \_\_\_\_\_  
Printed Name

2.) \_\_\_\_\_  
Printed Name

3.) \_\_\_\_\_  
Printed Name

4.) \_\_\_\_\_  
Printed Name