

RITEWAY TOWING

6511 EAST BROADWAY TAMPA, FL 33619

P: 813-621-6965 F: 813-621-6967

AGREEMENT FOR PRIVATE PROPERTY IMPOUNDS PER FLORIDA STATUE 715.07 & 713.78

This agreement is entered this 21 day of August, 2015 between RITEWAY TOWING 6511 EAST BROADWAY TAMPA, FL 33619 and Park Lake COA (Name of Property) the physical address of the property to which the agreement refers to is: 208 LAKE PARSONS GREEN (address) Brandon (city) 33511 (zip).

This agreement gives RITEWAY Towing the authority to enter upon said property and remove any vehicles which is deemed unauthorized, abandoned, illegally parked or inoperable per the properties request.

The exclusive use of RITEWAY Towing by the party named above shall commence on the 21 day of August, 2015 and this agreement shall remain in full force. See section 2, 10, 11 for termination. RITEWAY Towing will assume all responsibilities in the notification of law enforcement agencies in reporting the impoundment of such vehicles per Fl. Stat. 715.07 and 713.78.

Any changes in parking enforcement procedures, such as placing the property on a temporary hold, additional vehicles allowed to park, or enforcement times not included on the original agreement and/or addendum must be faxed or emailed and confirmed. It is your responsibility to be sure the dispatch office is aware of changes so mistakes do not happen.

Authorized Names:

Main Contact: <u>Adrian Sanchez</u>	Title: <u>Maint. Supervisor</u>	Phone: <u>832-866-0879 (cell)</u>
Email: <u>asanchez1184@gmail.com</u>		Fax: <u>813-409-2086</u>
Contact: <u>Janice Powell</u>	Title: <u>Manager</u>	Phone: <u>904-422-1224 cell</u>
Contact: <u>Wilma Barrington</u>	Title: <u>Asst. Mgr.</u>	Phone: <u>813-422-1045 cell</u>
Contact: <u>Cody Powell</u>	Title: <u>Board V.P.</u>	Phone: <u>904-710-8056 cell</u>
Contact: _____	Title: _____	Phone: _____

LEGAL JURISDICTION: (CIRCLE ONE)

HILLSBOROUGH SHERIFFS OFFICE

TAMPA POLICE DEPARTMENT

TEMPLE TERRACE POLICE

PASCO COUNTY SHERIFFS OFFICE

Now, in consideration of the terms, conditions, covenants, and performances contained herein, the parties agree as follows:

1. Scope of Services

RITEWAY Towing will perform such services including the furnishing of all materials and equipment necessary for full performance as are identified and designated as RITEWAY Towing responsibilities throughout this agreement.

2. Term

The project shall begin as dated previously, and shall be enforced for one calendar year and renew every anniversary date until updated or terminated, regardless of management changes.

3. Compensation and Method of Payment

- No payment shall be made for any service rendered by RITEWAY Towing except for services identified and set forth in this Agreement.

4. Relationship

The parties agree that RITEWAY Towing Relationship will be created by this agreement. The client is interested primarily in the results to be achieved. The implementation of services will be solely with the discretion of RITEWAY Towing by inspection of such violations allowed for towing as per this Agreement. No employee or representative of RITEWAY Towing shall be deemed to be an employee of the Client for any purpose, and the employees of RITEWAY Towing are not entitled to any of the benefits that the Client provides for its employees.

5. Insurance

RITEWAY Towing shall produce and maintain for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by RITEWAY Towing, their agents, representatives, or employees. RITEWAY Towing shall provide a Certificate of Insurance upon request for the following.

- Automobile liability insurance for bodily injury and property damages
- Commercial General Liability Insurance
- Workers Comp Insurance

6. Compliance with laws

RITEWAY Towing, in the performance of this Agreement, shall comply with all applicable federal, state or local laws.

7. Changes

Either party may request changes to the services and performance to be provided, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and signed by both parties. Such changes will be attached at the end and be made part of this Agreement.

8. Prohibited Interest

No member, officer, or employee of the Client shall receive compensation or have any interests as it is a violation of the Florida Statue 715.07.

9. Other Provisions

The following additional terms shall apply: It is agreed between the parties that pursuant to this Agreement. If the Client is dissatisfied with the performance of RITEWAY Towing or RITEWAY Towing employees, the Client must notify RITEWAY Towing management of problems in writing RITEWAY Towing has fifteen (15) days to negotiate an appropriate amendment. If an agreement cannot be reached, this agreement may be terminated by the Client and RITEWAY Towing will remove its' property from the location.

10. Termination

- Termination by RITEWAY Towing. RITEWAY Towing may terminate this agreement, in whole or in part, at any time if demands are made that interfere with FI Statue 715.07. Termination for any other reason would require fifteen (15) days to negotiate an appropriate amendment between us and the Client.
- Termination by Client. If RITEWAY Towing fails to perform in the manner called for in this agreement the Client must follow #10 Other Provisions.

11. Attorneys Fees and Costs

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

PLEASE PLACE A (C, P OR T) NEXT TO THE SERVICE TYPE FOR WHICH VEHICLES MAY BE TOWED.

THE PROPERTY CALLS IN TO TOW COMPANY FOR VEHICLE REMOVAL WHEN NEEDED (C)

TOWING COMPANY TAGS THE VEHICLES FOR 24, 48 or 72 HOURS BEFORE TOWING (T)

TOWING COMPANY PATROLS AND REMOVES VIOLATIONS (P)

(For patrol, direct violations) Start Enforcement Time: _____ AM/PM Stop Enforcement Time: _____ AM/PM

1. C NO valid permit, NO valid resident, tenant, or expired visitors permit.
2. P Tow away zone, sign posted and/or pavement markings
3. P Abandoned/inoperable vehicle: Flat tire(s), vehicle on jacks, blocks, broken or missing windows, wheels, minor or major parts. Expired registration Sticker. License plate does not match the vehicle.
4. P No plate.
5. C No vehicle registration stickers on the vehicle.
6. P Fires Lane. Vehicle parked in a designated fire lane.
7. C Security Officer may call to have vehicle removal.
8. C Management request and abandoned vehicle removal.
9. P Vehicle wrecked or inoperable.
10. P No tractor, trailer, or large vehicle (over 1 ton).
11. T No commercial vehicles with or without writing or advertising signage displayed in or on the vehicle unless authorized by the office.
12. T Vehicles parked on grass, off pavement, or landscaping.
13. P Vehicles parked in handicap space, ramp or unloading zone with no handicap permit.
14. P Vehicle blocking or parked in isle or roadway.
15. C Guest parking on the community longer than 14 days.
16. P Hindering access. Blocking dumpster, building entrances, loading docks or zones, etc...
17. P Vehicle taking up more than one parking space or parked over the line.
18. P No For sale vehicle. Vehicle is parked out front displaying a for sale sign.
19. C Vehicle parked in a reserved or assigned parking space.
20. T Vehicle is parked in a non-parking space that is primarily used for pedestrian access.
21. P NO parking at anytime. Vehicle is parked on property where posted "NO PARKING".
22. P Vehicle is parked on the sidewalk.
23. P Double parked behind another vehicle.
24. C No after hours parking -

** CAN THE RESIDENTS/TENANTS CALL IN TO HAVE A VEHICLE REMOVED FROM THEIR ASSIGNED SPACES? (YES OR NO): NO ASSIGNED PARKING

RESIDENTS THAT CALL IN FOR THEIR ASSIGNED SPACES WILL NEED TO FURNISH: PROOF OF SPOT, DRIVERS LICENSE, AND SIGN TOW TICKET

X Jessie Torrey
Authorized Signature

8/21/18
Date