



## Private Property Towing Service Contract

This Contract is entered into this \_\_\_ of \_\_\_\_\_, 200\_\_, between \_\_\_\_\_ (herein "Property Owner"), Parking Management Company (herein "PMC"), a private corporation whose address is 8725 Daffodil, Houston, TX 77063

**1. PURPOSE:** The purpose of this contract is for the Property Owner to authorize PMC to be the exclusive towing service for the Contracted Property listed below and for PMC to provide to Property Owner comprehensive parking management for the contracted property as described in the 2.0 Scope of Service below.

**2.0 SCOPE OF SERVICES.** As part of the comprehensive parking management service, PMC shall provide the following services:

- 2.1 Signage: At Property Owner's request PMC shall provide and post all required parking signs on the contracted property. The signs remain the property of PMC and shall be collected by PMC at the end of the contract.
- 2.2 Stickers: Every Thirty (30) days, PMC will provide and attach tow warning stickers on all abandoned or inoperable vehicles parked on the contracted property.
- 2.3 Striping and Painting: Property Owners may request from PMC to strip and paint the contracted parking lot including Fire Zone, No Parking Zone, and Authorized Vehicles Zone. PMC shall perform this service at no additional cost to the Property Owner provided that this service contract remains in effect for a minimum of 12 months after performing such service. If the service contract terminated prior to the 12 months period, Property Owner shall reimburse PMC the full cost of this service within 15 days of contract termination.
- 2.4 Towing: Property Owner authorizes PMC to be the exclusive towing service provider for the contracted property and herein authorize PMC to tow from the contracted property any vehicle that violates any of the following selected conditions:
- Parking in fire zone
  - Parking in no-parking zone
  - Parking in assigned or reserved space
  - Parking in handicap space without proper permit
  - Parking on sidewalk or lawn
  - Blocking entrance, exit, or traffic within the property
  - Blocking access to facilities (Trash, Laundry Room, Office, etc.)
  - Blocking another vehicle
  - Double-parked or occupying more than one parking space
  - Parking without a permit, if applicable
  - Abandoned or inoperable vehicle (following adequate warning)
  - Vehicles with expired registration or invalid inspection (following adequate warning)
  - Head-in parking

**3.0 CONTRACT TERM.** The initial term of this contract shall be for one year from the Effective Date and shall automatically renew for additional one (1) year terms, unless either party provides the other party with a written notice of cancellation at least thirty (30) calendar days prior to the termination date of the Contract.

### **4.0 BUSINESS OPERATING PERMITS AND LICENSES**

4.1 State of Texas Laws: PMC must adhere to and follow all laws, rules and regulations of the State of Texas in regard to the operation of their towing business, operation of motor vehicles and employment of personnel.

4.2 City of Houston Ordinances: PMC must also adhere to all City of Houston ordinances, including but not limited to those concerning the operation of motor vehicles and business licensing requirements.

4.3 Permits: PMC is required to have and hold permits as required by the State of Texas and, if required, the City of Houston for the removal of vehicles as required for law enforcement purposes.

**5.0 INDEMNIFICATION.** PMC shall indemnify and hold the Property Owner, Management Company, and employees harmless from, and shall process and defend at PMC's own expense, any claims, demands, or suits at law or equity arising in whole or in part from the PMC's negligence or breach of any of its obligations while performing services pursuant to this Contract.

**6.0 RELEASE OF VEHICLES.** Any vehicle towed under the terms of this Contract shall be released upon full payment of all fees due to PMC. PMC is under no obligation to release any vehicle towed under this Contract free of charge at the request of the Property Owner. The Property Owner agrees that denial of vehicle release without payment does not constitute termination of this Contract.

**7.0 ENTIRE AGREEMENT.** This Contract constitutes the entire Agreement between Property Owner and PMC concerning the subject matter hereof and supersedes all prior and contemporaneous Contracts, conversations and representations between the parties. This may be amended only by an instrument in writing which expressly refers to this Contract, and specifically states that it is intended to amend it. No party is relying upon any warranties, representations or inducements not set forth herein.

**8.0 SEVERABILITY.** Should any part of this Contract be deemed invalid or unenforceable under applicable law, that provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Contract.

**9.0 WAIVER.** No waiver of compliance with any provision or condition of this Contract shall constitute a waiver of any other provision or condition previously waived as to new circumstance or events.

**10.0 TERMINATION.** This Contract may be terminated by either party without cause upon thirty (30) days written notice, sent by certified mail.

IN WITNESS WHEREOF, each of the parties hereto has signed this Contract on this \_\_\_day of \_\_\_\_\_, 200\_\_, herein the "Effective Date".

<b>Property Owner or Manager</b>	<b>Parking Management Company</b>
Authorized Name(Print):	Authorized Name(Print):
Title:	Title:
Signature:	Signature:
Date:	Date:

**Contracted Property Information**

Property Management Co: \_\_\_\_\_

Property Name: \_\_\_\_\_

Property Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact Information:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Emergency Contact**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Number of Units: \_\_\_\_\_

Gate card [yes] [no], if yes provide card number to be assigned: \_\_\_\_\_

Key pad entry [yes] [no], if yes provide code: \_\_\_\_\_