

Specialized Towing & Transportation, Inc

24 HOUR SERVICE - 7 DAYS A WEEK

7100 S.W. 43 St. Miami, Florida 33155
11301 S.W. 208 Dr. Miami, Florida 33189

Phone: (305) 442-9696
Fax: (305) 442-9626

PRIVATE PROPERTY TOWING AGREEMENT

In consideration Specialized Towing & Transportation, Inc., a Florida corporation promises to provide twenty-four (24) hour/day service to

_____ located at
_____.

promises to use the services of Specialized Towing & Transportation exclusively for any and all towing, booting or immobilization of vehicles improperly parked on the said premises.

This agreement shall be for one (1) year from the ____ Day of _____, **20** and will automatically be renewed every year for subsequent years unless a written cancellation is received within (0) days. Cancellation can occur at any time, and for any reason.

The legislative intent pursuant to Article VI, Sec. 106-257 of the Miami-Dade County Code determines that unauthorized parking of vehicles that cannot be removed constitutes a public nuisance and a public emergency affecting the property, public safety and welfare of the citizens and residents of the city.

- A. The cars will be towed to Specialized Towing & Transportation's closest storage facility, unless lot space is unavailable, or other circumstances impede towing to the nearest storage facility.

- B. No cost will be borne by _____ for the removal, transportation or storage of vehicles when:
 - a. The property is obviously not intended to be used for Parking vehicles:

 - b. A notice is prominently posted on the property in compliance with F.S. 715.07, or has been personally given to the owner or driver of the vehicle that the area in which such vehicle is parked is reserved or is otherwise unavailable for unauthorized vehicles; or

- C. Specialized Towing & Transportation agrees to the following:
1. Tow away unauthorized or illegally parked vehicles from the above noted property at the vehicle owner's or driver's expense upon the express instruction and written authorization demonstrating a signature of the designated employee, management company or agent to the enterprise requesting the tow or removal.
 2. Prior to towing a vehicle Specialized Towing & Transportation agrees to correlate all tows with the designated employee, management company or agent to the enterprise before towing any vehicle and only after express instruction and written authorization from such individual(s);
 3. Specialized Towing & Transportation agrees to assume responsibility for damages to vehicles while under Specialized Towing & Transportation's care, control and custody if such damage is serious and is proven to result from Specialized Towing & Transportation's fault.
 4. Specialized Towing & Transportation agrees to post all necessary signs in compliance with Florida law;
 5. Remove all derelict vehicles at no charge after the requesting authority's inspection and confirmation of the vehicles dilapidated condition and upon the expressed instruction and written authorization of the designated employee, management company or agent to the enterprise requesting the tow or removal;
 6. Comply with the applicable laws pertaining to towing and storage of authorized vehicles;
- D. The provisions of this contract shall not apply to the towing or removal of any privately owned vehicle by Specialized Towing & Transportation when such service is performed at the request of the owner of the vehicle.
- E. This agreement shall be binding on the parties hereto, their heirs, personal representatives, successors and assigns, and shall be governed by the laws of the State of Florida.

Juan Herrera
President/Owner
Specialized Towing & Transportation, Inc.

Date _____

Property Manager

Date _____

Management Company

Contact Phone Number

Board President

Date _____

Contact Phone Number

Board Member

Date _____

Contact Phone Number

Board Member

Date _____

Contact Phone Number

The following security firm or person(s) shall be considered agents authorized by the board of directors to request the removal of vehicles:

Contact Phone Number

Contact Phone Number

Contact Phone Number

Contact Phone Number

Releases on Scene

Our “release on scene” policy is in accordance with Miami Dade Consumer Protection Division’s criteria. It states that if a mechanical connection is made between the tow truck and the vehicle being towed and the vehicle owner or other person legally authorized to control the vehicle arrives *at the scene* prior to recovery, towing or removal, he or she will be charged one half of the Hookup Fee (currently at \$101 plus a \$3 fuel surcharge).

According to Miami Dade Consumer Protection Division “*at the scene*” is defined as inside the private property. That means that if our driver is approached while he’s hooked up **inside** the property, he’s going to charge the \$50 release on scene fee plus a \$3 fuel surcharge. It also means that if our driver is approached while he’s hooked up **outside** the property, he’s going to charge the \$101 plus the \$3 fuel surcharge.

Dade County Ordinance - Chapter 30 Article III Sec. 30-474 (d)