

CONTROL # _____



TOWING & RECOVERY

8485 NW 64 Street | Miami, FL 33166
Tel 305-593-7474 | Fax 305-593-7485

AGREEMENT FOR REMOVAL OF UNAUTHORIZED VEHICLES

DATE: ____/____/____

THIS AGREEMENT IS HEREBY ENTERED INTO AND BETWEEN **ROADWAY, INC.** AND "CLIENT":

PROPERTY NAME _____

ADDRESS _____ CITY _____ ZIP _____

FOR THE TERM OF ONE (1) YEAR FROM THE CONTRACT DATE ABOVE, CLIENT AUTHORIZES **ROADWAY, INC.** AND ITS AGENTS TO REMOVE UNAUTHORIZED VEHICLES IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUES 715.07 AND MIAMI ORDINANCE 9762. THE BELOW REFERENCED INDIVIDUALS WILL BE THE PRINCIPALLY DESIGNATED PERSONS RECOGNIZED BY THIS CONTRACT TO ASSIGN **ROADWAY, INC.** AND ITS AGENTS TO LAWFULLY REMOVE UNAUTHORIZED VEHICLES FROM THE REFERENCED SITE:

NAME _____ TEL _____ CODE _____

NAME _____ TEL _____ CODE _____

NAME _____ TEL _____ CODE _____

THIS AGREEMENT WILL SERVE AS CLIENT'S AUTHORIZATION FOR **ROADWAY, INC.** TO ACT AS ITS AGENT IN THE REMOVAL ON SIGHT OF ANY AND ALL UNAUTHORIZED VEHICLES THAT ARE COVERED BY THIS CONTRACT. CLIENT REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT TO AUTHORIZE AND EFFECT SUCH IMMEDIATE REMOVAL OF VEHICLES FROM ITS PREMISES. FURTHERMORE, CLIENT AGREES TO INDEMNIFY AND HOLD **ROADWAY, INC.** HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LAWSUITS, LOSSES, DAMAGES AND/OR LIABILITIES, INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE, WHICH MAY ARISE PURSUANT TO THIS AGREEMENT, EXCEPT IN THE CASE OF ANY DAMAGES TO A VEHICLE CAUSED SOLELY BY THE GROSS NEGLIGENCE AND/OR ILLEGAL CONDUCT OF **ROADWAY, INC.** OR ITS AGENTS.

ROADWAY, INC. SHALL LOOK PRIMARILY TO OWNER(S) OF THE REMOVED VEHICLE(S) FOR PAYMENT OF ITS TOWING AND STORAGE CHARGES. CLIENT SHALL ONLY BE RESPONSIBLE FOR SUCH CHARGES IF THE REMOVAL WAS ERRONEOUSLY AUTHORIZED BY CLIENT OR ITS AGENTS. A COPY OF CLIENT'S CURRENT PARKING REGULATIONS (TO BE ENFORCED BY **ROADWAY, INC.**) ARE ATTACHED AND INCORPORATED BY REFERENCE INTO THIS AGREEMENT. ANY REVISIONS TO SAID REGULATIONS MUST BE PROVIDED TO ROADWAY, INC. A MINIMUM OF SEVEN (7) DAYS PRIOR TO THEIR EFFECTIVE DATE.

THIS CONTRACT CAN BE CANCELLED WITHIN THIRTY (30) DAYS BY WRITTEN NOTICE FROM EITHER PARTY. UNLESS CANCELLED, THIS CONTRACT WILL AUTOMATICALLY BE RENEWED ON A YEARLY BASIS WITHOUT FURTHER ACTION FROM EITHER PARTY.

Authorized Agent of Property

ROADWAY, INC.

Print Name

Print Name