



AGREEMENT TO HANDLE PRIVATE PROPERTY IMPOUNDS

This agreement is entered this _____ day of _____, _____ between **Eagle Towing & Recovery, Inc.** and _____.

The physical address of the property to which binding agreement refers is as follows:
_____ City of _____, _____ County,
Texas _____.

The binding agreement gives **Eagle Towing & Recovery, Inc.** the authority to enter upon said property and remove any vehicles which is deemed unauthorized, abandoned, illegally parked or inoperable per the terms of this agreement and as shown on the attached addendum dated: _____, _____.

The exclusive use of **Eagle Towing & Recovery, Inc.** by the party named above shall commence on the _____ day of _____, _____ and the contract shall remain in full force until canceled by either party.

Eagle Towing & Recovery, Inc. acts an independent contractor and will assume all liabilities for damages incurred as a result of the removal and storage of such vehicles.

Eagle Towing & Recovery, Inc. will assume all responsibilities in the notification of law enforcement agencies in reporting the impoundment of such vehicles.

Eagle Towing & Recovery, Inc. does hereby indemnify and hold the property owners, management company, and it's employees harmless from any and all losses, damages, causes of action, court proceeding's, or liabilities whats so ever resulting directly or indirectly from the actions of **Eagle Towing & Recovery, Inc.** pursuant to this agreement.

If any part of this agreement is determined by a court of law to be unenforceable, the remaining parts of this agreement will remain in force.

This binding agreement shall be subject to cancellation by either party upon ten (10) days written notice delivered by fax or Certified U.S. Mail.

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 binding agreement and/or addendum must be faxed or delivered Certified U.S. Mail for verification purposes.

Eagle Towing & Recovery, Inc. is not offering free services or products in our Partners Discount Program. Any and all discounts and rates are subject to the discretion of the company(s) offering these services. **Eagle Towing & Recovery, Inc.** cannot pay for or offer these services and products for free. **Eagle Towing & Recovery, Inc.** offers this Discount Partnership Discount program as a volunteer commitment from each company providing a product or service, for our clients and their tenants and/or residents. Offering gifts is against the State of Texas law and **Eagle Towing & Recovery, Inc.** will not condone any such actions.

Eagle Towing & Recovery, Inc. will follow all laws and statues set by the State of Texas and any additional Local laws set forth in any ordinance of each municipality.

I certify that I am authorized to execute this binding agreement on behalf of the property owner, and/or Management Company with **Eagle Towing & Recovery, Inc.** I also proclaim that **Eagle Towing & Recovery, Inc.** has not offered any gifts, free services, free products, commissions or the promise of any gifts for the use of their services.

X _____
Authorized Signature

Phone Number

Printed Name and Title

Company Name

X _____
Witness

Printed Name and Title

Agreed effective date:

_____ day of _____, _____

Eagle Towing & Recovery, Inc.
P.O. Box 1848
Georgetown, TX 78627
(512) 255-4441
(512) 255-6144- Fax

Addendum to Contract Dated: _____

This form will be used to enter account data in our database. Be sure that complete and accurate information is provided. Use a separate addendum for each physical address under contract.

Property Name: _____ Street: _____

City (mailing address): _____ Zip: _____

Legal Jurisdiction (City or County name): _____

First Contact: _____ Phone: _____

Second Contact: _____ Phone: _____

Security Contact: _____ Phone: _____

FAX Number: _____ Email Address: _____

Account type (circle one): P (patrol) L (Limited Patrol)

(For limited patrol) Start Enforcement Time: _____ AM / PM

Stop Enforcement Time: _____ AM / PM

Contract Start Date/Time: _____ / _____ Gate Codes (IN) _____ (OUT) _____

Can Residents/Tenants call to have a vehicle removed from their assigned spaces?

(Yes or No): _____

Is signature required? (Yes or No): _____ Assigned Parking: _____ Security/Courtesy Patrol

Request: _____

Apartment Communities: Do you want a photograph of the reason the vehicle was

towed: _____

_____ **Management Request:** No vehicles are to be towed unless management or security calls. This is not a Patrol or Limited Patrol option. Do not initial if you want your property patrolled.

What is your Management Request Passcode: _____

- R _____ For sale vehicle. Vehicle is parked on front row facing the street displaying a for sale sign. (Shopping Centers Only) Tow immediately.
- R1 _____ For sale vehicle to be removed after a 24hr warning is given.
- S _____ Reserved / Assigned parking space. Vehicle is parked in a reserved or assigned parking space, could have resident/tenant or guest permit and be towed.
- T _____ Hashed out space. Vehicle is parked in a non-parking space that has been hashed out that is primarily used for pedestrian access.
- U _____ No parking at anytime. Vehicle is parked on property when posted for "NO PARKING FOR ANYONE AT ANYTIME."
- V _____ Spotter Removal. Vehicle may be towed if observed by a spotter watching the parking lot.
- W _____ Non-customer. Vehicle operator is not a customer of this business located on the property.
- X _____ Parked on the sidewalk. Vehicle is parked on the sidewalk.
- Y _____ Double parked behind another vehicle.
- Z _____ Vehicle parked in Manager's or maintenance space. Could be permitted resident/tenant or guest.

Acceptance

 Property Representative

 Witness

Date: _____

