

24 HR Emergency Towing Inc.

1815 N SR7, Margate FL, 33063

(954) 489 – 7660

EmergencyTowing5@gmail.com

NON CONSENT PRIVATE PROPERTY TOWING AGREEMENT

4 / 12 / 2023

Property Name: NOB HILL BUSINESS CENTER CONDO ASSOCIATION

Address: 5385 N NOB HILL ROAD, SUNRISE FL, 33351

Owner/Management Name: NOB HILL BUSINESS CENTER CONDO ASSOCIATION

Phone: (954) _____ Email: Pburgess@gmssf.com

A non-consent tow is defined as the recovery, tow, removal or storage of a vehicle or vessel without the authorization of the owner or authorized driver.

Private Property Impounds - includes vehicles/vessels that may be illegally or inappropriately parked (i.e., against condominium rules etc.) on private property (or public/government property where a contract exists).

Duly Authorized Agent shall mean a person designated by and acting on behalf of a real property owner per contractual agreement to request Private Property Impounds. The duly authorized agent shall have no affiliation with the tow truck company providing the towing service. The real property owner shall only appoint duly authorized agents which have a direct connection to the property (i.e., board member, employee of the property management company or home/condo owner's association, employee of the real property owner or state of Florida licensed security agency contracted by the real property owner or manager).

"When a person improperly causes a vehicle or vessel to be removed, such person shall be liable to the owner or lessee of the vehicle or vessel for the cost of removal, transportation, and storage; any damages resulting from the removal, transportation, or storage of the vehicle or vessel; attorney's fees; and court costs." No such contract shall state that the non-consent tow truck company assumes the liability for improperly towed vehicles/vessel, 715.07(4), F.S.

It is understood that the expense occurred for the removal and the storage charges are the vehicle's owner's responsibility.

The undersigned owner(s) or person(s) having possession or control of certain real property, the address of which is set forth below, hereby authorizes the above towing firm and its legal agents to the removal of any vehicle/vessel parked on said property which is unauthorized/and or in violation of said property's rules and regulations.

The undersigned further agrees to indemnify and hold harmless the said towing firm and its agents and employee's from all consequential damages which may be imposed by reason of Florida State Statutes 715.05-715.07-713.78 F.S, as a result of impoundment of any vehicle/vessel as hereinabove authorized.

Owner(s) or person(s) having possession or control of certain real property, understand that as required by law, that the towing firm's "Tow Away" signs must be displayed on said property. A light reflective sign shall be prominently placed at each driveway access/entrance or curb cut allowing vehicular access to the real property, within five (5) feet from the public right-of-way line. If there are no curbs or access barriers, signs shall be posted not less than one (1) sign each twenty five (25) feet of lot frontage. The sign shall be permanently installed not less than three (3) feet and not more than six (6) feet above ground level, and on said property for not less than twenty-four (24) hours prior to the towing or removal of any vehicle/vessel(s).

The towing firm agrees to provide a two (2) tow away signs free of charge. Any additional signs required by law that may be more than the provided two (2) free of charge, will cost the said property (\$55) dollars per each additional sign and pole needed on said property unless otherwise discussed with said towing firm.

Owner(s) or person(s) having possession or control of certain real property, understand that as required by law, must be present at the time of towing/removal of vehicle/vessel from said property and must print his/her name and sign the towing authorization invoice as required by law.

To help protect the owner(s) or person(s) having possession or control of certain real property from any personal conflict with any person(s) and or for privacy, the owner(s) or person(s) having possession or control of certain real property may use a prior express fax authorization form to tow/remove any vehicle/vessel from said property. This will allow the towing firm and agents/employees to tow/remove any vehicle/vessel from said property as required by law.

It is the duly authorized agent and or agent's responsibility to contact the towing company for all changes that need to be made to said towing contract when a duly authorized agent has been replaced or terminated.

If a property along with its duly authorized agent and or agents are only signing a contract for the sole purpose of removing only junk and abandoned vehicles and or vessels only, then there is a (\$100.00) junk removal fee that the property and the duly authorized agent and or agents must pay for the removal fee directly to the towing company.

This contract is effective for one (1) year from time and date entered into agreement. This contract may be terminated at any time by a thirty (30) day written notice, which must be cancelled in writing and sent certified mail. Failure to provide written notice will result in a breach of contract and up to \$5000.00 fine. As this contract is effective and valid for a period of one (1) year, the contract if not cancelled will automatically renew for a period of another one (1) year and so on unless otherwise cancelled or terminated.

PERSONS OTHER THAN THE PROPERTY OWNER/MANAGEMENT AUTHORIZED TO HAVE VEHICLES REMOVED FROM THE PROPERTY (herein known as "AGENT"):

Name: PATRICK BURGESS Company: CALM LLC

Name: _____ Company: _____



[Handwritten Signature]

Property Owner/Management Co.

Title/Position Treasurer



Private Property Parking Enforcement Agreement

Date: 4 / 12 / 2023 Date of Commencement 4 / 12 / 2023

LOCATION OF PROPERTY TO BE MAINTAINED (Enforced)

Name of Property NOB HILL BUSINESS CENTER CONDO ASSOCIATION

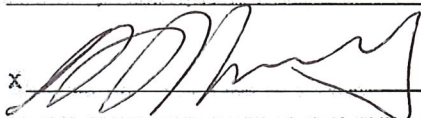
Address 5385 N NOB HILL RD City SUNRISE Zip 33351

Contact person Patrick Burgess Title Field Manager

Office Phone _____ Cell 540 303 9619

This agreement will serve as a contract between Broward Parking Enforcement Inc. (Herein referred to as B.P.E.) And the above listed private property owner, representative, or agent (herein referred to as AGENT) for parking lot monitoring services of the above referenced private property. B.P.E. shall conduct its services as an authorized signer for the removal of vehicle(s), by a towing company selected and/or appointed by the property agent B.P.E. through its agents may have any vehicle(s) towed when such vehicle(s) is/are parked, stored, abandoned, or otherwise unauthorized on the above listed private property as per standard and special instructions below. The removal of any vehicles from the above listed private property shall be done under the guidelines and stipulations as set forth by Florida Statute 715.07, VEHICLES PARKED ON PRIVATE PROPERTY, TOWING, effective July 13, 1983. This agreement also authorizes B.P.E. to notify the local authorities of any unauthorized or suspicious persons or activity on or about the above listed private property. Either party to this agreement must give 30 days' written notification prior to the cancellation, suspension, or termination of this agreement.

Standard Instructions _____

x 

Property Management, Agent or Authorized Representative.

x Mark Strackpale mark strackpale

Operations Manager, Broward Parking Enforcement Inc.



Addendum list of Standard and/or Special instructions for: _____ Located at: _____
 City: _____ Fla., Zip Code: _____
 P.E. agreement date: _____ P.E. Revision Date: _____ Gate Code: _____ Prop. Mgr. Name (print) _____
 Ph # () _____ Fax# () _____

I would like the above property to be monitored on the days shown below:
 Please "X" out days/nights property should not be monitored / Mon / Tue / Wed / Thu / Fri / Sat / Sun / . Below are reasons vehicles should and will be removed. X applicable boxes and indicate in the line to the right of it, any adjustment to that rule. If just checked and not marked, it shall mean immediate towing of the vehicle for that violation.

THIS LIST IS MADE FOR DIFFERENT TYPES OF PROPERTIES; SOME WILL NOT APPLY TO YOU.

- Parked on grass _____ Parked in Fire Lane _____
- Parked in handicap area (no placard) _____ Blocking Dumpster _____
- Parked in handicap crosswalk or walkway (with placard) _____
- Parked in (marked area) "no parking" _____
- Parked or blocking crash gates (fire code violation) _____
- "For Sale" posted in or on vehicle _____
- With "no" License Plate displayed _____
- With expired License Plate (decal) displayed _____
- With license plate or temp. Tag altered, handwritten or non-assigned to vehicle _____
- Backing into parking space _____
- Parked on sidewalk (all or partial) _____
- Vehicle parked blocking other cars _____ Two or more spaces _____ Curb _____
- In area marked "Loading Zone" _____
- Commercial vehicles (must describe commercial) > _____
- Inoperable vehicle (flat(s), oil leaks, broken windows etc.) > _____
- In resident area (w/no resident permit) _____
- In visitors' area (w/resident permit) _____
- In visitors' area (w/no pass) _____
- Parked in "future resident" area _____
- Visitors Pass (type 1) "good only" _____
- Motorcycles (restrictions) _____
- Overnight parking "prohibited" hour? _____ to hour? _____ (other) _____
- Vehicles parked on street "prohibited" time? _____
- Other "describe" _____
- Other "describe" _____

IF A VEHICLE GETS TOWED AND THE OWNER/DRIVER COMES TO YOU, LET THEM KNOW THAT YOU HAVE AN INDEPENDENT PARKING ENFORCEMENT SERVICE THAT CONTROLS THE PARKING LOT AND YOU HAVE NOTHING TO DO WITH THE TOWING. TO GET THEIR VEHICLE BACK, HAVE THEM CALL THE PHONE NUMBER ON THE TOW-AWAY SIGN. IF THEY WANT TO KNOW WHO HAD THEM TOWED, HAVE THEM CALL (561) 853-4025 (Broward Parking Enforcement Inc COMPLAINT LINE) Any revisions must be made on the revisions sheet. Make sure you have one when signing this addendum. This is the only way to make sure vehicles are towed according to your requirements. Please, E-MAIL all changes to: BrowardParkingEnforcementInc@gmail.com (no verbal orders taken)

Manager's signature: _____ Date: _____