

# REBELLO'S TOWING SERVICES, INC.

## PRIVATE PROPERTY TOWING SERVICES AGREEMENT

PROPERTY OWNER AND RTS ENTER INTO THE FOLLOWING AGREEMENT FOR PRIVATE PROPERTY TOWING SERVICES ON THE FOLLOWING TERMS AND CONDITIONS:

**SUBJECT PROPERTY NAME:**

**DO NOT USE ADDRESS AS FORMAL NAME OF PROPERTY**

**SUBJECT PROPERTY ADDRESS:**

- I. **PROPERTY OWNER/AGENT:** \_\_\_\_\_;  
CONTACT PERSON: \_\_\_\_\_; TITLE \_\_\_\_\_;  
CONTACT ADDRESS: \_\_\_\_\_; CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_; ZIP: \_\_\_\_\_; PHONE: \_\_\_\_\_; FAX: \_\_\_\_\_; CELL: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_; WEB: \_\_\_\_\_
- II. **AUTHORIZED SIGNER (TOWERS):** THE FOLLOWING PERSON'S HAVE THE AUTHORITY TO DIRECT REBELLO'S TOWING SERVICE, INC. AND SIGN TOW TAGS. THESE INDIVIDUALS, OR SECURITY COMPANY AND TOWING INSTRUCTIONS CAN BE CHANGED IN WRITING AT ANY TIME (ATTACHMENT A)
- A. NAME: \_\_\_\_\_; TITLE \_\_\_\_\_;  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_; PAGER: \_\_\_\_\_;
- B. NAME: \_\_\_\_\_; TITLE \_\_\_\_\_;  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_; PAGER: \_\_\_\_\_;
- C. NAME: \_\_\_\_\_; TITLE \_\_\_\_\_;  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_; PAGER: \_\_\_\_\_;
- III. **RTS GUARANTEES OUR "ASSURANCE OF INTEGRITY":**
- A. THE VEHICLE OWNER'S FEES WILL BE REFUNDED IF WE FAIL TO MEET THE FOLLOWING:
1. IT IS OUR POLICY TO RELEASE CARS WITHOUT A FEE WHEN APPROVED BY PROPERTY MGMT AND RTS IF VEHICLE IS TOWED IN ERROR.
  2. DRIVERS DO NOT USE ABUSIVE LANGUAGE OR AGGRESSIVE BEHAVIOR.
  3. DRIVERS ARE UNIFORMED, EXPERIENCED, AND TRAINED TO PERFORM PRIVATE PROPERTY TOWING IN COMPLIANCE WITH CVC 22658.
  4. EQUIPMENT CONSISTS OF LATE MODEL TRUCKS, MAINTAINED TO CHP EMERGENCY RESPONSE SPECIFICATIONS,
- IV. **RTS AGREES TO PROVIDE THE FOLLOWING SERVICES:**
- A. 20 TO 30 MINUTES (OR WE DISCLOSE THE DELAY) 24 HOURS PER DAY RESPONSE TO PROVIDE LIGHT DUTY VEHICLE TOWING SERVICES.
- B. TOWING LIGHT DUTY VEHICLES FROM SUBJECT PRIVATE PROPERTY TO RTS STORAGE FACILITY FOR THE PURPOSE OF ENFORCING LEGAL PARKING RULES & REGULATIONS AS DIRECTED BY TOWER, WHO IS PRESENT ON THE PROPERTY AT THE TIME OF TOW, WITNESSED THE VIOLATION, STATED LEGAL REASON, WILL IDENTIFY THEMSELVES AND SIGN FOR THE TOW AS REQUIRED.
- C. **NO CHARGE TO PROPERTY:** TOWING, STORAGE, AND OTHER APPROVED FEES ARE THE RESPONSIBILITY OF THE REGISTERED VEHICLE OWNER, NOT THE PROPERTY. WE AGREE TO PROCESS A LIMITED NUMBER OF ABANDONED VEHICLES AT NO CHARGE.
- D. RTS WILL TAKE RESPONSIBILITY TO NOTIFY LOCAL TRAFFIC LAW ENFORCEMENT OF VEHICLE REMOVAL FROM PRIVATE PROPERTY.  
**YES / NO** (CIRCLE SELECTION): **RANDOMLY TOUR AND TOW FROM FIRE LANES, CVC SECTION 22658(L)(1)(E)(I):** "YES" IS A GENERAL AUTHORIZATION ALLOWING TOWING OF VEHICLES PARKED IN MARKED FIRE LANES, PARKED WITHIN 15 FEET OF A FIRE HYDRANT, OR WHICH INTERFERES WITH AND ENTRANCE TO, OR EXIT FROM, PRIVATE PROPERTY WITH TOW OPERATOR USING PHOTOGRAPHIC VERIFICATION OF VIOLATION. (SJMC 6.66.270(E) PHOTO TOWS FOR HANDICAP STALLS ARE ALLOWED IN SAN JOSE ONLY – ALL OTHER CITIES REQUIRES AUTHORIZED SIGNATURE FOR HANDICAP TOWS.
- E. **YES / NO** (CIRCLE SELECTION) **RANDOMLY TOUR AND PROACTIVELY INSPECT PARKING LOT, PER SCHEDULE,** WITH AUTHORIZED SIGNER WHO IS AVAILABLE TO PROACTIVELY INSPECT PARKING VIOLATIONS AND SIGN TOW TAGS.
- F. RTS REPRESENTS AND WARRANTS THAT IT, ITS EMPLOYEES AND AGENTS, ARE DULY LICENSED IN ACCORDANCE WITH THE STATE OF CALIFORNIA TO PERFORM THE SERVICES DESCRIBED IN THIS AGREEMENT. RTS FURTHER REPRESENTS AND WARRANTS THAT IT, ITS

EMPLOYEES AND AGENTS, WILL COMPLY WITH ALL APPLICABLE CALIFORNIA LAWS AND REGULATIONS AS WELL AS LOCAL ORDINANCES IN PERFORMING THE SERVICES DESCRIBED IN THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. RTS SHALL INDEMNIFY AND HOLD HARMLESS, PROPERTY OWNERS, PROPERTY MANAGERS, ASSOCIATION, ITS OFFICERS, DIRECTORS, MEMBERS AND AGENTS AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING FROM OR RELATING TO THE PERFORMANCE OF THE DUTIES OF RTS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. HOWEVER, RTS SHALL HAVE NO DUTY TO INDEMNIFY ANY SUCH PERSON OR ENTITY FROM CLAIMS, DAMAGES, LOSSES OR EXPENSES CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEE. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS PARAGRAPH.

V. **PROPERTY OWNER / AGENT AGREE:**

- A. REQUIRED SIGNS MAY BE AT NO COST, MOUNTED ON EXISTING POSTS OR MOUNTS. ADDITIONAL SIGNS ARE \$60.00 EA, PLUS HARDWARE, MOUNTED ON EXISTING POSTS OR MOUNTS.. .
- B. **COMPLIANCE WITH LAW: OWNER/AGENT AGREES AND WARRANTS THEY WILL COMPLY WITH ALL APPLICABLE LAWS IN EFFECT DURING THE COURSE OF THIS AGREEMENT.**
- C. UPON REQUEST, RTS MAY SUPPLY CONTACT INFORMATION PROVIDED BY OWNER OF A VEHICLE TOWED PURSUANT TO THIS CONTRACT TO ASSIST IN REGULATION OF PARKING ON THE PROPERTY. PROPERTY OWNER OR THEIR MANAGER WILL IMPLEMENT AND MAINTAIN REASONABLE SECURITY PROCEDURES AND PRACTICES TO PROTECT THE CONFIDENTIAL PERSONAL INFORMATION FROM UNAUTHORIZED ACCESS, DESTRUCTION, USE, MODIFICATION, OR DISCLOSURE.
- D. RTS HAS EXCLUSIVE PRIVATE PROPERTY TOWING AND IMPOUND RIGHTS FOR SUBJECT PROPERTY

VI. **TERMS:**

- A. **ATTORNEY'S FEES:** THE PREVAILING PARTY IN ANY LITIGATION OR ARBITRATION ARISING OUT OF THIS AGREEMENT SHALL BE ENTITLED, IN ADDITION TO ANY OTHER DAMAGES AND REMEDIES, TO THE AWARD OF REASONABLE ATTORNEY'S FEES INCURRED THEREIN, INCLUDING EXPERT WITNESS FEES.
- B. **COUNTER-PARTS:** THIS AGREEMENT MAY BE EXECUTED IN TWO OR MORE COUNTERPARTS FOR THE CONVENIENCE OF THE PARTIES AS IF EACH COUNTERPART WERE A DUPLICATE ORIGINAL AND WITH THE SAME AND FULL FORCE AND EFFECT.
- C. **ENTIRE AGREEMENT:** THIS AGREEMENT, AND ITS ATTACHMENTS, CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE MATTERS COVERED HEREIN. THIS AGREEMENT MAY BE MODIFIED OR AMENDED ONLY BY AN INSTRUMENT IN WRITING, DULY EXECUTED BY ALL OF THE PARTIES HERETO.
- D. **SEVERABILITY.** IF ANY PROVISIONS OF THIS AGREEMENT SHALL BE DECLARED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID, OR UNENFORCEABLE, THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.
- E. **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCEPT AS MAY OTHERWISE BE PROVIDED FOR HEREIN. THE PARTIES HERETO AGREE THAT THIS AGREEMENT IS ENTERED INTO IN THE STATE OF CALIFORNIA, COUNTY OF SANTA CLARA, AND IS TO BE PERFORMED IN THE COUNTY OF SANTA CLARA AND THAT SANTA CLARA COUNTY SHALL BE THE PROPER VENUE FOR ANY ACTION OR PROCEEDING ARISING HEREUNDER.
- F. **NOTICE PROVISION.** ANY NOTICE, TENDER, DELIVERY, OR OTHER COMMUNICATION PURSUANT TO THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE DEEMED TO BE PROPERLY GIVEN IF DELIVERED, MAILED OR SENT BY WIRE OR OTHER ELECTRONIC COMMUNICATION IN THE MANNER PROVIDED IN THIS PARAGRAPH AS FOLLOWS:

REBELLO'S TOWING SERVICE, INC.  
696 KINGS ROW,  
SAN JOSE, CA 95112

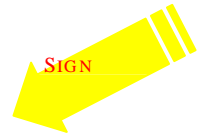
IF SENT BY MAIL, ANY NOTICE, DELIVERY OR OTHER COMMUNICATION SHALL BE EFFECTIVE OR DEEMED TO HAVE BEEN GIVEN FORTY-EIGHT (48) HOURS AFTER IT HAS BEEN DEPOSITED IN THE UNITED STATES MAIL, DULY REGISTERED OR CERTIFIED, WITH POSTAGE PRE-PAID, AND ADDRESSED AS SET FORTH ABOVE. IF SENT BY WIRE OR OTHER FORM OF ELECTRONIC COMMUNICATION, ANY NOTICE, DELIVERY OR OTHER COMMUNICATION SHALL BE EFFECTIVE OR DEEMED TO HAVE BEEN GIVEN 24 HOURS AFTER IT HAS BEEN DEPOSITED WITH THE CARRIER, PRE-PAID AND ADDRESSED AS SET FORTH HEREIN.

VII. **"UPDATES" FORMS (ADDENDUM "II")** MAY BE SUBMITTED BY OWNER, PROPERTY MANAGER, (TOWERS) IN WRITING OR EMAIL AT ANY TIME, TO CHANGE AUTHORIZED TOWING PERSON'S, OR TOWING INSTRUCTIONS.

A) THIS AGREEMENT IS FOR A PERIOD OF ONE (YEAR)(MONTH) COMMENCING \_\_\_\_\_ AND ENDING \_\_\_\_\_. THE AGREEMENT SHALL AUTOMATICALLY RENEW, PERIOD TO PERIOD, UNLESS EARLIER TERMINATED IN WRITING UPON 30 DAYS WRITTEN NOTICE BY EITHER PARTY.



VIII. **SIGN:**



\_\_\_\_\_ DATED: \_\_\_\_\_:

David Winchell Manager  
REBELLO'S TOWING SERVICES, INC.

\_\_\_\_\_ DATED: \_\_\_\_\_

OWNER)(AGENT)



\_\_\_\_\_, TITLE: \_\_\_\_\_

**Addendum I to RTS Service Agreement****PRIVATE PROPERTY TOWING POLICIES AND PROCEDURES**

**RESPONSE TIME - 20 MINUTES OR WE NOTIFY CALLER OF ANTICIPATED DELAYS:** RTS DOES NOT ATTEMPT TO MAKE EXCUSES FOR TYPICAL DELAY SITUATIONS, SUCH AS PROBLEMS DURING COMMUTE TRAFFIC TIME, WHEN SPECIAL EQUIPMENT IS REQUIRED, IF THE DRIVERS ARE RUNNING WITH A BACKLOG DUE TO HOLIDAYS, RAIN, OR THE BEWITCHING HOUR. OUT OF ONE HUNDRED CALLS, OUR SUCCESS TARGET RESPONSE TIME IS 20 TO 30 MINUTES, WHICH WE ACHIEVE 80 PERCENT OF THE TIME. IF OR WHEN WE ARE UNABLE TO ACHIEVE THAT RESPONSE TIME, WE NOTIFY YOU.

**TRUCKS AND HEAVY EQUIPMENT:** TRUCKS PRESENT A SPECIAL PROBLEM. ANYTHING OVER ¾-TON IS TOO LARGE FOR OUR PPT "LIGHT DUTY TRUCKS". RTS CAN PERFORM TOWS FOR LARGER TRUCKS, TRAILERS OR MOTOR HOMES, BUT IT IS OUR COMPANY POLICY TO REFER ALL ¾-TON (AND LARGER) TRUCKS, VANS, MOTOR HOMES, OR BUSES TO THE DAY SHIFT. IF THE VEHICLE IS TOO LARGE OR HEAVY FOR OUR PPT TRUCKS WE WILL SUBCONTRACT TO A BIG RIG TOW COMPANY, BUT THE BIG RIG COMPANY MAY REQUIRE A GUARANTEE FOR A MINIMUM SERVICE CALL BY THE PROPERTY IF THEY ARRIVE AND THE VEHICLE DRIVER OR OWNER IS THERE AND THE BIG RIG CANNOT HOOK UP TO PERFORM THE TOW AT NO FAULT OF THEIRS. ONCE IT IS HOOKED UP, THE VEHICLE OWNER IS RESPONSIBLE FOR ANY CHARGES, NOT THE PROPERTY.

**DRIVE-THROUGH "TOURS":** DRIVE THROUGH INSPECTIONS, "TOURS", OFFER ADVANTAGES TO MANAGEMENT. THE MORE RTS DRIVE-THROUGHS, THE MORE VISIBILITY AND AWARENESS RESIDENTS BECOME OF TOWING POLICIES; CONVERSELY, THE OBJECTIVE FOR THE TOW COMPANY IS TO PERFORM TOWS FOR COMPENSATION. THESE TOURS TO INSPECT FOR FIRE LANE VIOLATIONS ARE SCHEDULED FOR MAXIMUM EFFECT TO BOTH PARTIES OF THIS CONTRACT: TOURS FOR THE PURPOSE OF INSPECTING FOR PARKING PERMITS OR OTHER PARKING VIOLATIONS CAN ONLY BE ACCOMPLISHED WHEN AN AUTHORIZED SIGNER IS AVAILABLE TO INSPECT THE VIOLATION AND SIGN A TOW TAG. THEREFORE, TOURS FOR FIRE LANES WORK BETTER FOR THE TOW COMPANY WHEN THE DRIVER IS IN THE AREA, AND TOURS FOR PARKING VIOLATIONS ONLY WORK WHEN SCHEDULED WITH AN AUTHORIZED SIGNER. NEITHER RANDOM TOURING, OR BY APPOINTMENT, DO NOT WORK UNLESS SUFFICIENT TOWS ARE GENERATED TO PAY FOR THIS SERVICE.

RANDOM TOURS BY THE TOW COMPANY FOR FIRE LANES REQUIRES A CONTRACT ALLOWING US TO PERFORM THAT SERVICE. OTHERWISE, TOW TRUCKS ONLY SERVICE THE PROPERTY WHEN REQUESTED BY AN AUTHORIZED PERSON OR ON A PREVIOUSLY DETERMINED SCHEDULE, WHEREIN ALL TOWS MUST BE SIGNED BY AN AUTHORIZED PERSON PRESENT ON THE PROPERTY AT THE TIME OF TOW. IF "RANDOM TOURS" (SECTION IV-E) FOR FIRE LANES IS NOT APPROVED BY OUR CONTRACT, THEN A SIGNATURE WOULD BE REQUIRED FOR ALL TOWS, INCLUDING FIRE LANES, EVEN IF SOMEONE IS TO CALL AND REPORT A CAR IN THE FIRE LANE. HOWEVER, WITH "RANDOM TOUR" APPROVED IN THE TOW CONTRACT, TOW TRUCKS CAN RESPOND TO CALLS FROM ANY RESIDENT, AND TOW CARS FROM LEGALLY DESIGNATED AND MARKED FIRE LANES, WITHOUT SIGNATURES. VEHICLES ARE TOWED WITH A PHOTOGRAPH TO VERIFY THE VIOLATION.

**SECURITY PATROL VS. TOUR & TOW SERVICE:** PPT TOWING SERVICES SHOULD NOT BE CONFUSED WITH SECURITY SERVICES. OUR PPT SERVICE HAS A LICENSE AND INSURANCE THAT ALLOWS US TO TOW VEHICLES, WHICH EMPOWERS PROPERTY MANAGERS AND SECURITY TO ENFORCE PARKING VIOLATIONS THROUGH TOWING OF UNATTENDED VEHICLES. A SECURITY SERVICE CAN BE CONTRACTED TO SIGN FOR TOWS, I.D. PEOPLE, KEEP RECORDS ON REPEATED VIOLATORS AND TALK TO PEOPLE ABOUT THEIR PARKING PROBLEMS. TOWING AND SECURITY ARE COMPLIMENTARY SERVICES AFFORDING EACH TO PERFORM THEIR FUNCTION TOGETHER, WHEN INDEPENDENTLY, THEY COULD NOT ENFORCE PARKING VIOLATIONS THROUGH TOWING.

**NEW CALIFORNIA TOWING LAWS, CVC 22658, EFFECTIVE JANUARY 1, 2007:** THESE LAWS CLEARLY PROTECT THE PROPERTY MANAGER AND AUTHORIZED SIGNER FOR TOWING VEHICLES PARKING IN VIOLATION OF PROPERTY RULES. THE NEW LAWS ARE INTENDED TO ELIMINATE BANDIT TOWING COMPANIES BY RAISING THE STANDARDS FOR TOW OPERATORS; THEY PROVIDED ADDITIONAL PROTECTIONS FOR THE VEHICLE OWNER; AND, THEY HOLD THE PERSON AUTHORIZING THE TOWS RESPONSIBLE TO FOLLOW THE LAWS.

IT IS THE OBJECTIVE OF REBELLO'S TOWING SERVICES, INC. TO HAVE TRAINED DRIVERS THAT PROVIDE ENFORCEMENT TOWING SERVICES TO MANAGEMENT AND SECURITY. OUR TOWING PROFESSIONALS ARE AVAILABLE TO MEET WITH PROPERTY MANAGERS, AND TAILOR A TOWING PROGRAM TO SOLVE PARKING VIOLATIONS. OUR DRIVERS AND PERSONNEL ARE PAID WAGES, NOT COMMISSIONS, SO THEY ARE NOT CORRUPTED BY TOWING OPPORTUNITIES. WE PROVIDE A SERVICE TO PROPERTY MANAGERS.

**WE MAKE TAILORED PARKING PERMITS THAT MATCH THE PARKING STALLS IN EACH PROPERTY. AS PART OF OUR SERVICE WE WILL PERFORM THE INSPECTIONS, AT NO COST, ON A PREDETERMINED RANDOM SCHEDULE WITH AN AUTHORIZED SIGNER TO VERIFY THE VIOLATION, SIGN THE TOW TAG, AND STAY ON THE PROPERTY UNTIL THE VEHICLE HAS BEEN REMOVED. THE NEW LAWS DO NOT REQUIRE THE SIGNER TO STAY IN THE TOWING ARENA, BUT DOES ALLOW FOR ANONYMITY FOR THE AUTHORIZED SIGNER IN RESIDENTIAL HOUSING, HOTELS OR MOTELS, ONLY, NOT COMMERCIAL PROPERTIES.**

ADDENDUM II TO RTS SERVICE AGREEMENT  
**TOWING SERVICES CONTRACT "UPDATE" FORM**

THIS FORM AMENDS AND UPDATES THE TERMS OF CONTRACT

Property Name:		
Property Address:		
Main Business Fax:	E-Mail:	WWW:
Main Contact Person: Title:		
Business Phone:	Cell/Pager:	Home Phone:
Authorized Signer 2: Title:		
Business Phone:	Cell/Pager:	Home Phone:
Authorized Signer 3: Title:		
Business Phone:	Cell/Pager:	Home Phone:
Authorized Signer 4: Title:		
Business Phone:	Cell/Pager:	Home Phone:
<b>PROPERTY MANAGEMENT</b> – Enter property management company or owner's name and current emergency contact phone number.		
<b>SECURITY COMPANY NAME</b> – Enter name of security company authorizing for towing with phone number. Leave blank if none.		
<b>OTHER – SPECIFY INSTRUCTIONS:</b>		
<b>YES / NO:</b>	<b>PHOTO TOW</b> - Randomly Tour and Tow from Fire Lanes and (Handicap stalls in San Jose) using photograph as proof of violation. <b>PHOTO TOW FOR HANDICAP STALLS IS ALLOWED IN SAN JOSE ONLY</b> – All other cities requires authorized signature for Handbicap Tows)	<b>CIRCLE APPROPRIATE TOWING INSTRUCTIONS:</b> TOW FROM COVERED PARKING: YES / NO: TOW FROM PARKING GARAGES: YES / NO: TOW FROM OPEN PARKING: YES / NO: TOW FROM VISITOR PARKING: YES / NO: TOW FROM OFFICE PARKING: YES / NO: OTHER:
<b>YES / NO:</b>	<b>PROACTIVELY INSPECT PARKING PERMITS BY APPOINTMENT:</b> Have authorized person verify and sign for parking violations.	
<b>YES / NO:</b>	Additional pages attached with roster of persons who are authorized to sign for towing services.	Number of pages attached? <input type="text"/>
<b>YES / NO:</b>	Discard all previous names approved to tow vehicles: By indicating "Yes" you well need to give us a complete list of people authorized to sign. By indicating "No" all previous people will remain on the list as authorized signers.	
<b>YES / NO:</b>	Attached copy of Parking Rules	
I. <b>Please Sign for service changes as the Authorized Person:</b>		<b>PRINT NAME:</b>
		<b>EFFECTIVE DATE:</b>

REBELLO'S TOWING SERVICES, INC. IS REQUIRED BY LAW TO MAINTAIN ALL TOWING PHOTOGRAPHS AND SIGNED TOW TAGS FOR THREE YEARS.