

The Towman Towing & Recovery, LLC.  
17050 NW 3rd AVE North Miami Beach 33169

24 HOURS 7 DAYS A WEEK

Phone: **305-879-3509**

Phone: **786-229-1177**

Email: [thetowmantowing@gmail.com](mailto:thetowmantowing@gmail.com)

## PRIVATE PROPERTY TOWING AGREEMENT

This Towing Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between THE TOWMAN TOWING & RECOVERY LLC, a Florida limited Liability Corporation, with its principal place of business at 17050 NW 3<sup>RD</sup> AVE NORTH MIAMI BEACH 33169, and \_\_\_\_\_, with an address at \_\_\_\_\_.

- Twenty-Four Hour Towing Service:
- The Towman Towing & Recovery agrees to provide twenty-four (24) hour/day towing services to the Property Owner located at the Property Address.

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- Exclusive Use of Towing Services:
- The Property Owner exclusively engages the services of The Towman Towing & Recovery for all towing, booting, or immobilization of vehicles improperly parked on the said premises.☒

- Term and Renewal:
- This Agreement shall be effective for a period of one (1) year from the Effective Date, commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. It shall automatically renew for subsequent years unless written cancellation is received by The Towman Towing & Recovery within one (1) day. Cancellation may occur at any time and for any reason.☒

- Legislative Intent:
- The parties acknowledge 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, pursuant to Article VI, Sec. 106-257 of the Miami-Dade County Code.☒

- Towing Procedures:
- A. Towed vehicles shall be transported to The Towman Towing & Recovery's closest storage facility, except when lot space is unavailable or other

circumstances prevent towing to the nearest storage facility.

- B. No cost shall be borne by the Property Owner for the removal, transportation, or storage of vehicles when:
  - a. The property is obviously not intended for parking vehicles.
  - b. Proper notice, compliant with F.S. 715.07, is posted on the property, or personally given to the owner or driver of the vehicle, indicating that the area is reserved or unavailable for unauthorized vehicles.☐
- Obligations of The Towman Towing & Recovery:
  - A. The Towman Towing & Recovery agrees to:
    - Tow away unauthorized or illegally parked vehicles from the Property Owner's property at the vehicle owner's or driver's expense upon the express instruction and written authorization of the designated employee, management company, or agent of the Property Owner.
    - Coordinate with the designated employee, management company, or agent of the Property Owner before towing any vehicle, only after express instruction and written authorization from such individual(s).
    - Assume responsibility for damages to vehicles under The Towman Towing & Recovery's care, control, and custody if such damage is serious and proven to result from The Towman Towing & Recovery's fault.
    - Post all necessary signs in compliance with Florida law.
    - Remove derelict vehicles at no charge after inspection and confirmation by the requesting authority of the vehicles' dilapidated condition and upon the expressed instruction and written authorization of the designated employee, management company, or agent of the Property Owner.
    - Comply with applicable laws pertaining to towing and storage of authorized vehicles.
    - Ensure all staff members, drivers, managers, officers, and shareholders always conduct themselves in a professional manner.
    - Exceptions:
      - This Agreement does not apply to the towing or removal of any privately owned vehicle by The Towman Towing & Recovery when such service is performed at the request of the owner of the vehicle.☐
    - Governing Law:
      - This Agreement shall be binding on the parties, their heirs, personal representatives, successors, and assigns. It shall be governed by the laws of the State of Florida.☐

IN WITNESS WHEREOF, the parties hereto have executed this Towing Agreement as of the Effective Date.

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
The Towman Towing & Recovery, LLC.

Property Manager \_\_\_\_\_ Date \_\_\_\_\_

Contact Number \_\_\_\_\_

Management Company \_\_\_\_\_ Date \_\_\_\_\_

Contact Number \_\_\_\_\_

Board Member \_\_\_\_\_ Date \_\_\_\_\_

Contact Number \_\_\_\_\_

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

Name \_\_\_\_\_ Date \_\_\_\_\_

Contact Number \_\_\_\_\_

Name \_\_\_\_\_ Contact Number \_\_\_\_\_

Name \_\_\_\_\_ Contact Number \_\_\_\_\_

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