

# AGREEMENT TO HANDLE PRIVATE PROPERTY IMPOUNDS

This agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between **Big Al's Towing & Recovery, LLC.** and \_\_\_\_\_

The physical address of the property to which binding agreement refers is as follows:

\_\_\_\_\_  
\_\_\_\_\_ County, Wyoming \_\_\_\_\_

This binding agreement gives **Big Al's Towing & Recovery, LLC** 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 **Big Al's Towing & Recovery, LLC** by the party named above shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and the contract shall remain in full force until canceled by either party in writing.

**Big Al's Towing & Recovery, LLC** acts an independent contractor and will assume all liabilities for damages incurred as a result of the removal and storage of such vehicles.

**Big Al's Towing & Recovery, LLC** will assume all responsibilities in the notification of law enforcement agencies in reporting the impoundment of such vehicles.

**Big Al's Towing & Recovery, LLC** 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 proceedings, or liabilities whatsoever resulting directly or indirectly from the actions of **Big Al's Towing & Recovery, LLC** 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 a ten (10) day 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.

Agreed effective date: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

I certify that I am authorized to execute this binding agreement on behalf of the property owner, and/or Management Company with **Big Al's Towing & Recovery, LLC**

**X** \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name

**X** \_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name and Title

**X** \_\_\_\_\_  
Agent for  
**Big Al's Towing & Recovery LLC**

\_\_\_\_\_  
Printed Name and Title



**Big Al's Towing & Recovery, LLC**  
6526 US HWY 30  
Cheyenne, WY 82001  
Phone (307) 632-6999  
FAX (307) 632-7007

**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: \_\_\_\_\_

**Acct. 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.

**Tow Codes**

(Initial all approved reasons for which vehicles may be towed.)

(The parking violations listed below are for **PATROL** or **LIMITED PATROL** accounts only)

- | Code    | Reason for Tow   |
|---------|--|
| A _____ | No valid permit. No valid resident or tenant permit. Expired visitor permit/pass.  |
| B _____ | Tow away zone. Sign posted and/or pavement markings.   |
| C _____ | Abandoned. Broken window(s) vehicle on jacks, blocks, missing wheels, major parts, remained parked in same location for longer than 48 hours. Vehicle must be stickered for a minimum of 24 hours before towing. |
| D _____ | Fire lane. Vehicle parked in a designated fire lane.   |
| E _____ | Security or Law Enforcement Officer may call to have vehicles towed.   |
| F _____ | Flat tire(s). Vehicle must be stickered for a minimum of 24 hours before towing.   |
| G _____ | No (please circle each that apply)    A. boats allowed        B. trailers allowed<br>C. campers allowed            D. motor homes allowed  |
| H _____ | Management request.  |
| I _____ | Health hazard. Vehicle leaking fluids (Federal or City environmental violation), full of trash or hazardous bios (rotten food or similar substances).  |
| J _____ | Vehicle wrecked or inoperable. Broken window(s) vehicle on jacks, blocks, missing wheels, major parts, engine, or transmission. Vehicle must be stickered for a minimum of 24 hours before towing.               |
| K _____ | No tractor trailer or large (above 1 ton) commercial vehicle parking on property.  |
| L _____ | Vehicle parked on grass, off the pavement, or landscaping.   |
| M _____ | Handicap violation. Vehicle parked in handicap space, ramp or unloading zone with no handicap permit or expired handicap permit.   |

- N \_\_\_\_\_ Vehicle blocking, parked in driveway, aisle, or parked next to a red curb.
- O \_\_\_\_\_ No after-hours parking. Violation of “No After-Hours Parking” rule (vehicle parked on property after business is closed) (same as no overnight parking)
- P \_\_\_\_\_ Hindering access, blocking dumpster, building entrances, loading docks or zones, etc...
- Q \_\_\_\_\_ Vehicle taking up two (2) parking spaces. (Parking line stripe must be down center of vehicle)
- 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 24 hour warning is given.
- S \_\_\_\_\_ Reserved / Assigned parking space. Vehicle 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 a pedestrian access.
- U \_\_\_\_\_ No parking at any time. Vehicle is parked on property when posted for “NO PARKING FOR ANYONE AT ANY TIME”.
- 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: \_\_\_\_\_