

MOFFO'S TOWING

2520 NW 74th Place Gainesville, Fl. 32653 And 15070 US 301 South Starke, Fl. 3209

**PRIVATE PROPERTY TOW AWAY / TRESPASS TOWING AGREEMENT**

DATE: \_\_\_/\_\_\_/\_\_\_\_\_

Management Company: \_\_\_\_\_

Property Address \_\_\_\_\_

Company Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

RE: Tow-away of vehicles from:

\_\_\_\_\_

The following conditions will apply, Towing from private property is regulated by F.S. § 715.07 and Chapter 14.5. Article III City of Gainesville Code of Ordinances. These rules and regulation during towing of vehicles from the above mention property.

1. Vehicles will be towed only at the authorization of the property owner or their authorized representative. The duration of this agreement will be in effect until either party cancels the agreement. Towing is authorized 24 hours a day, seven days a week, at the call of the property owner or their authorize representative unless noted below in this agreement.

2. A person may not pay or accept money or other valuable consideration for the privilege of towing or removing vehicles or vessels from a particular location. This is prohibited in accordance with par (2)(a)4. of Florida Statute 715.07. No fees will be paid by the property owner. The vehicle owner/operator will pay fees in accordance with the rates establish by the Florida State Law.

3. All vehicles will be stored at Moffo's Towing and within 15 miles of the point of removal in accordance with Florida Statute 715.07.

4. If the registered owner arrives at the scene prior to removal or towing of the vehicle, the vehicle will be disconnected from the tow truck and the owner will be allowed to remove the vehicle, without interference, upon the payment of a reasonable service fee of not more than one-half of the posted rate. Moffo's Towing Company must wait a minimum of 15 minutes to allow the vehicle's owner to secure cash for the payment of the fees.

5. Moffo's Towing has the responsibility to notify the Local Law Enforcement within 30 minutes of completion of such towing in accordance with Florida Statute 715.07.

6. Moffo's Towing has the responsibility to carry general liability, on-hook liability, worker's compensation and employers' liability insurance.

7. The property owner or his authorized representative is responsible that the proper notice is posted in accordance with Florida Statute 715.07.

8. Moffo's Towing has the responsibility to insure compliance with all of Florida Statute 715.07 after the vehicle is removed from the property.

9. The contract can be cancelled by either party at any time and for any reason.

10. The property owner is not Liable for any damages done by Moffo's Towing.

11. Rates for towing services within the City Limits of Gainesville are as follows:

*Light Duty under 10,000lbs GVW \$ 100 tow fee \$ 30 per day storage after the first 24 hours. Then calculated after midnight for each additional day.*

*Medium Duty over 10,000lbs GVW \$ 250 tow fee \$ 250 portal to portal if additional labor \$ 50 per day storage after the first 24 hours. Then calculated after midnight for each additional day.*

*Other fees for admin and lien processing after 24 hours.*

12. Rates for towing services Outside the City Limits of Gainesville are as follows: Light Duty under 10,000lbs GVW \$ 160 tow fee \$ 6 per mile \$ 125 per hr Labor \$ 30 per day storage after the first 6 hours. Then calculated after midnight for each additional day.

Medium Duty over 10,000lbs GVW \$ 250 tow fee \$ 7 per mile \$ 250 portal to portal if additional labor \$ 50 per day storage after the first 6 hours. Then calculated after midnight for each additional day. Other fees for admin and lien processing after 24 hours.

13. It is agreed and understood that all tow away signs, hardware and post/poles installed by Moffo's Towing and Recovery will remain the property of Moffo's Towing. That at the end of the contract for services, or one year from the date of this contract, Moffo's Towing will have 7 calendar days to remove their signs and posts/poles. If a new contract is not signed or they are removed then Moffo's Towing forfeits said property.

14. To cancel this agreement please email [moffostow@gmail.com](mailto:moffostow@gmail.com) and call.

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**Property Owner/Manager's Authorized Signers and contact numbers:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Owner or Owner Representative**

Print Name \_\_\_\_\_ Office# \_\_\_\_\_

cell# \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

**Moffo's Towing Joe Moffo Impound Manager 904-451-2195 [moffostow@gmail.com](mailto:moffostow@gmail.com)**