

MOFFO'S TOWING AND RECOVERY, INC.  
2520 NW 74th Place Gainesville, Fl. 32653  
352-222-6483  
[moffostow@gmail.com](mailto:moffostow@gmail.com)

## 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 as a roam towing agreement.

2. The rebate or payment of money to the property owner by Moffo's Towing 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 par (2)(a)1.a. of 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 par (2)(a)2. of 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 par (2)(a)5. of 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 \$ 50 per day storage after the first 24 hours. Then calculated after midnight for each additional day.*

*Medium Duty over 10,000lbs GVW \$ 133 tow fee \$ 75 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 \$ 150 tow fee and \$ 5 per mile \$ 50 per day storage outside and \$ 75 per day inside after the first 6 hours, then calculated after midnight for each additional day.*

*Medium Duty over 10,000lbs GVW \$ 200 tow fee \$ 75 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.*

13. If this is a Roam Towing Property, the owner or agent gives Moffo's Towing permission to drive thru the property 24 hours a day 7 days per week, or as noted within this agreement to remove vehicles and or property that is in violation of the property rules, regulations and or any local or state laws. This contract must be accompanied by the property owners or managers written rules and regulations and times of roam towing as posted to the occupants that are to be enforced.

14. Any special days and or hours that are to be restricted from Roam Towing must be listed:

15. 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 And Recovery. That at the end of the contract for services, or one year from the date of this contract, Moffo's Towing And Recovery will have 7 calendar days to remove their signs and posts/poles. If a new contract is not signed or the they are removed then Moffo's Towing And Recovery forfeits said property.

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

\_\_\_\_\_ Check here if this is a ROAM TOWING AGREEMENT. PLEASE STATE THE DAYS AND HOURS AUTHORIZED TO PERFORM ROAM TOWING AND ANY STIPULATIONS TO SAID ROAM TOWING:

\_\_\_\_\_

**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 And Recovery, Inc. 352-222-6483 [moffostow@gmail.com](mailto:moffostow@gmail.com)**