

## **Towing Agreement**

This agreement is entered into by and between the City of Gahanna, Ohio, hereinafter referred to as City and Cal's Towing, hereinafter referred to as Towing Company under the following terms and conditions:

### **1. RESPONSE**

The Towing Company shall promptly respond to City calls on a twenty-four (24) hour, seven (7) days per week basis with a response time of not more than thirty (30) minutes, anywhere within the city, and under normal driving conditions. The Towing Company shall be the absolute insurer of said response time and shall be solely responsible to provide backup substitute towing in the event they are unable to respond for any reason.

### **2. STORAGE AND IMPOUNDING SECURITY**

The Towing Company shall be solely responsible for a vehicle and its contents during all aspects of towing and impounding operations after they are so instructed by proper City authority. After authorization by the City, the Towing Company shall assume liability and hold the City harmless from damage to vehicles, damage to or loss of contents from the time:

- A. The Towing Company makes the first mechanical hook-up to a vehicle, or
- B. The Towing Company undertakes to cause any movement of a vehicle.

The Towing Company shall assume liability and hold the City harmless from any damage to said vehicle and damage or loss to contents caused by the Towing Company.

To insure compliance with the above, The Towing Company shall maintain property damage insurance in an amount not less than One Hundred Thousand (\$100,000.00) Dollars with the City as the additionally named insured, said policy to be non-cancelable by the Towing Company without twelve (12) days notice to the city, said notice to be in writing and sent to the City by certified mail, return receipt requested. The Towing Company will provide the City a current copy of the declaration page of the insurance policy.

The Towing Company shall provide such storage facilities as are necessary to guarantee the security of all vehicles and their contents. To this end, The Towing Company shall maintain fire, theft, and casualty

**EXHIBIT A**

insurance in an amount not less than One Hundred Fifty Thousand (\$150,000.00) Dollars in the same manner as the property damage insurance above, with the same restrictions as above.

### **3. LIABILITY**

The Towing Company shall assume liability for any bodily injury claims arising during towing or impounding operations and hold the City harmless. The Towing Company shall maintain insurance in the amount of Three Hundred Thousand (\$300,000.00) Dollars in the same manner as the property damage insurance above, with the same restrictions as above.

### **4. FEE SCHEDULE**

The Towing Company shall be permitted to charge the owners of impounded or towed vehicles for this service in amounts not to exceed One Hundred-Twenty Five (125.00) Dollars per normal/routine tow, which includes removal of debris from the roadway; a storage fee of Eighteen (18.00) Dollars per day for each twenty-four (24) hour period, or fraction of.

For the purpose of this section, any vehicle, located on the traveled portion or shoulder of a highway or contiguous thereto capable of being removed or moved by a service truck or a single crane tow, shall be considered a normal/routine tow.

Extra reasonable charges may be added for additional equipment, trucks, semi-trailers, removing vehicles from non-traveled areas, separating vehicles from each other, etc.

When the owner or operator of a vehicle requests his/her vehicle to be towed to a location other than that of the Towing Company, an additional charge of Two (\$2.00) Dollars or less per mile in additional to the charge permitted for a normal/routine tow, may be made. The actual additional miles traveled in one direction shall determine the permissible additional mileage charge. The shortest and best legal route must be taken in all such tows.

Tows requiring the use of a Heavy Medium Duty tow will be charged One Hundred Twenty-five (\$125.00) Dollars per hour with a minimum charge of One Hundred Sixty-Five (\$165.00) Dollars. The time starts when the Heavy Medium Duty truck leaves our lot and returns to our lot.

### **NO CHARGE MAY BE MADE FOR:**

1. Towing City vehicles, with a maximum gross vehicle weight of 15,000 pounds.
2. Clearing the scene which shall include moving the vehicle(s) from the traveled area of the highway to the nearest safe location if there is at least one vehicle towed from the scene. If not, then a fee of Thirty (\$30.00) Dollars may be charged.
3. Removing all debris from the street
4. Preparing the vehicle to tow, such as:

- A. Removing a driveshaft
- B. Loading or tying parts
- C. Changing wheels or tires
- D. Or any other work required that is not specifically mentioned in the fee schedule

Tow truck operators will not attempt to obtain a contract for authorization for repairs while at the scene of the incident which they were called to.

## **5. PERMIT**

This agreement may be cancelled with Thirty (30) days written notice from the City Chief of Police.

## **6. RELEASE OF IMPOUNDED VEHICLES**

The Towing Company shall not release any vehicle without prior written consent of the City. The Towing Company shall normally release vehicles Monday through Friday 8am to 8pm, Saturdays from 10am to 3pm, and Sundays by specific request from the City only since the lot is not open.

Upon the presentation of the City's written consent, and payment of permissible charges, vehicles in possession of the Towing Company must be released promptly and willingly to any authorized person claiming the same.

The Towing Company will permit the owner or authorized person to enter a vehicle for the purpose of recovering any necessary paperwork for proof of ownership as required by the City.

## **7. LENGTH OF AGREEMENT**

This agreement shall be in effect for a Two (2) year time period, commencing on January 1, 2013.

For the City of Gahanna, Ohio:

Date: \_\_\_\_\_

Approved:

Date: \_\_\_\_\_

For the Towing Company:

A handwritten signature in black ink, appearing to read "Calvin L. Berkey Jr." The signature is fluid and cursive, with "Calvin" and "Berkey" being more distinct and "Jr." being a smaller addition at the end.

Calvin L. Berkey Jr., President

Cal's Towing

Date: 10-12-2012