

TOWING SERVICES AGREEMENT

1. 1. Parties, Vehicle, and Type of Tow

This Towing Services Agreement (the "Agreement") is entered into on [DATE] between [TOWING COMPANY NAME], located at [COMPANY ADDRESS], operating under motor carrier or towing permit number [PERMIT NUMBER] (the "Company"), and [CUSTOMER NAME], with an address at [CUSTOMER ADDRESS] (the "Customer"). The vehicle is a [YEAR MAKE MODEL], VIN [VIN], license plate [PLATE], with an odometer reading of [ODOMETER] where available. This engagement is: [TOW TYPE, e.g., a consent tow requested by the vehicle owner or operator / a non-consent tow authorized by a property owner under Section 10 / a tow requested by an insurer or motor club]. The pickup location is [PICKUP LOCATION] and the destination is [DESTINATION]. The Customer confirms being the owner or the person authorized to request the tow, or, for a non-consent tow, that the person signing is the property owner or an authorized agent.

2. 2. Services Provided

The Company will provide the following services: [SERVICE LIST, e.g., light-duty towing, medium or heavy-duty recovery, flatbed transport, winching or extraction, jump start, lockout, tire change, fuel delivery, accident recovery, and secure storage]. Equipment used will be appropriate for the vehicle, including flatbed transport where required by the drivetrain, ground clearance, modification, or condition of the vehicle. The Company will use reasonable care in hookup, securement, transport, and release, and will follow manufacturer guidance for towing all-wheel-drive, electric, and low-clearance vehicles. Additional services requested during the call, including winching beyond the roadway, dollies, going off-road, or a second unit, are quoted separately under Section 3 before they are performed where circumstances allow.

3. 3. Rate Disclosure and Charges

The Company will disclose all rates before the vehicle is connected to the tow unit, and the Customer acknowledges receiving that disclosure. Charges for this tow are: hookup or base rate of [HOOKUP RATE]; mileage of [MILEAGE RATE] per mile [MILEAGE BASIS, e.g., loaded miles from pickup to destination]; winching or recovery at [WINCHING RATE] per [TIME INCREMENT] with a stated minimum; after-hours, weekend, or holiday surcharge of [AFTER-HOURS SURCHARGE]; dolly or specialized equipment at [EQUIPMENT RATE]; waiting time at [WAITING RATE] after [FREE WAITING PERIOD]; cleanup or debris removal at [CLEANUP RATE]; administrative or lien processing fee of [ADMIN FEE] where applicable; and storage as set out in Section 5. Rates for non-consent tows will not exceed the maximum permitted by [RATE AUTHORITY, e.g., the state or municipal towing rate schedule]. The Company will provide an itemized invoice listing every charge, and no charge will be added that was not disclosed or authorized.

4. 4. Vehicle Condition and Damage Inspection

Before hookup, the driver will conduct a walk-around inspection and record the visible condition of the vehicle, including existing damage, missing parts, fluid leaks, and the presence of aftermarket or low-clearance components, using [DOCUMENTATION METHOD, e.g., dated photographs from all four corners and written notes on the tow ticket]. The Customer is invited to review that record and may note disagreement on the ticket. The same inspection will be performed at delivery or at release. The Customer will disclose any condition affecting safe towing, including a locked steering column, a seized wheel, transmission or drivetrain condition, a disconnected battery, an electric or hybrid drivetrain, air suspension, or aftermarket body components, and the Company is not responsible for damage arising from a condition that was not disclosed and was not reasonably visible.

5. 5. Storage, Gate Fees, and Access Hours

Vehicles stored by the Company are kept at [STORAGE FACILITY ADDRESS], which is [FACILITY TYPE, e.g., a secured, fenced, and lighted lot / an enclosed building]. Storage accrues at [STORAGE RATE] per [DAY OR CALENDAR DAY] beginning [STORAGE START, e.g., at the time the vehicle arrives at the facility / after the first 24 hours], and the Company will state on the invoice how the first day is calculated. Release is available during [RELEASE HOURS], and a gate or after-hours release fee of [GATE FEE] applies outside those hours where permitted by law. The Customer may retrieve personal property from the vehicle during business hours without paying towing or storage charges where required by applicable law, subject to identification and a signed property receipt. Storage stops accruing on the date the Customer presents valid identification, proof of ownership or authorization, and payment or an accepted payment method.

6. 6. Release of the Vehicle and Required Documentation

The Company will release the vehicle to the registered owner, a lienholder, an insurer acting for the owner, or a person with written authorization from the owner, on presentation of: government-issued photo identification; proof of ownership or authority, such as a title, current registration, or insurance card matching the identification; and payment of all lawful charges. The Company accepts [ACCEPTED PAYMENT METHODS, e.g., cash, major credit and debit cards], and will accept at least the payment methods required by applicable law for non-consent tows. The Company will provide an itemized receipt at release. Where the Customer disputes a charge, the Company will note the dispute on the receipt, and payment under protest does not waive the right of the Customer to challenge the charge afterward. The Company will not require a signed release of liability as a condition of returning a vehicle where prohibited by law.

7. 7. Damage Claims and Reporting

The Customer will inspect the vehicle at delivery or release and will report any damage claimed to have occurred during towing or storage before leaving the facility where possible, and in any event within [DAMAGE CLAIM WINDOW, e.g., 24 hours] of taking delivery. The Company will provide a claim form and will investigate using the inspection records from Section 4, driver statements, and any facility video. The Company will respond in writing within [CLAIM RESPONSE PERIOD, e.g., 14 days] with a decision, and where liability is accepted will repair the damage through a qualified shop or pay the reasonable cost of repair. The Company maintains on-hook and garagekeeper legal liability coverage of at least [ON-HOOK COVERAGE AMOUNT], commercial auto liability of at least [AUTO LIABILITY AMOUNT], and general liability of at least [GENERAL LIABILITY AMOUNT], with certificates available on request. The Company is not responsible for damage caused by the pre-existing condition of the vehicle, by an undisclosed condition, by the manner in which the vehicle was loaded by a third party, or by weather while stored outdoors in a facility of the disclosed type.

8. 8. Personal Property in the Vehicle

The Customer is responsible for personal property left in the vehicle, and the Company is not liable for loss of cash, electronics, tools, firearms, prescription medication, or other valuables. Where the Company takes custody of a vehicle without the owner present, the driver will note visible personal property on the tow ticket and will secure the vehicle. The Customer may retrieve personal property during business hours as described in Section 5, and will sign an itemized receipt for anything removed. Property left in a vehicle that is sold under Section 9 will be handled in accordance with applicable state law, and the Company will not sell or dispose of personal property without following the notice requirements of that law. The Company does not take custody of, and accepts no responsibility for, cargo, trailers, or contents that were not part of the vehicle at hookup.

9. 9. Unclaimed Vehicles, Notice, and Lien Procedure

If a vehicle is not claimed within [UNCLAIMED PERIOD, e.g., 72 hours] of arrival at the storage facility, the Company will identify the registered owner and any lienholder through the appropriate motor vehicle records and will send written notice as required by applicable state law, stating the location of the vehicle, the charges accrued, the daily storage rate, and the deadline to claim it. Charges continue to accrue during the notice period. If the vehicle remains unclaimed after the statutory period, the Company may pursue a possessory lien and dispose of the vehicle through the sale process required by state law, including any public auction, advertisement, and reporting requirements, and will apply the proceeds first to the accrued charges and remit any surplus as the statute directs. The Company will keep records of every notice, mailing, and sale for at least [LIEN RECORD RETENTION, e.g., three years]. Nothing in this section shortens or replaces the statutory procedure, which controls in all cases.

10. 10. Non-Consent Tows and Property Owner Authorization

Where the Company removes vehicles from private property, the property owner identified at [PROPERTY OWNER NAME AND ADDRESS] authorizes towing from [PROPERTY ADDRESS] under the following conditions: signage meeting the requirements of applicable law is posted at every entrance and is maintained by [SIGNAGE RESPONSIBILITY]; each tow is authorized by [AUTHORIZATION METHOD, e.g., a signed authorization for each vehicle by an on-site representative / a written standing authorization where permitted]; and the Company will not tow a vehicle that is occupied or that a person is actively attempting to remove. The Company will photograph the vehicle in place with the violation and the signage visible before hookup, and will report the tow to [LAW ENFORCEMENT REPORTING] within the time required by law. The property owner will indemnify the Company for claims arising from an improper authorization, and the Company will indemnify the property owner for claims arising from improper towing practice or damage caused by the Company. Neither Party will pay or accept any prohibited referral or kickback in connection with non-consent tows.

11. 11. Standing Accounts for Shops, Dealers, and Fleets

Where the Customer is a repair shop, dealership, insurer, motor club, or fleet operating under a standing account, service is requested by [REQUEST METHOD] by an authorized representative listed at [AUTHORIZED REQUESTERS]. Account rates are set out at [ACCOUNT RATE SCHEDULE] and may be adjusted on [RATE CHANGE NOTICE, e.g., 30 days] written notice. Invoices are issued [INVOICE FREQUENCY, e.g., weekly] and are due within [PAYMENT TERM, e.g., 15 days], with amounts unpaid afterward accruing [LATE FEE] per month or the legal maximum, whichever is less. The Company will provide a response time target of [RESPONSE TIME] for calls within [SERVICE AREA] and will notify the account holder promptly where that target cannot be met. The account holder confirms it has authority to request the tow of each vehicle and will indemnify the Company for claims arising from a request made without owner authority.

12. 12. Company Obligations, Drivers, and Compliance

The Company will maintain all licenses, permits, and registrations required to operate in [SERVICE JURISDICTION], will keep its equipment in safe operating condition with current inspections, and will comply with applicable hours-of-service, lighting, securement, and roadside safety requirements. Drivers hold a valid license for the class of equipment operated, have completed [DRIVER SCREENING, e.g., background and driving record checks and any required towing operator certification], and will display company identification. The Company will maintain the insurance described in Section 7 without lapse and will notify the Customer or property owner within [INSURANCE LAPSE NOTICE, e.g., 5 days] of any cancellation. The Company will comply with all rate posting, receipt, notice, and recordkeeping requirements applicable to towing and storage in its jurisdiction.

13. 13. Limitation of Liability and Indemnification

Except for damage caused by the negligence or willful misconduct of the Company, and except for obligations that cannot be limited under applicable law, the total liability of the Company for any claim arising from a tow will not exceed [LIABILITY CAP, e.g., the actual cost of repair of the damage caused, up to the on-hook coverage limit], and the Company is not liable for indirect or consequential damages, including lost use, rental costs, lost income, or missed appointments. The Customer will indemnify the Company for claims arising from a request to tow a vehicle the Customer had no authority to move, from undisclosed vehicle conditions, and from hazardous materials or cargo present in or on the vehicle without disclosure. Nothing in this section limits any right the vehicle owner has under state towing, consumer protection, or motor carrier law, and no provision of this Agreement operates as a release that state law prohibits.

14. 14. Governing Law, General Provisions, and Signatures

This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE] after the Parties attempt informal resolution. A complaint about rates or practices may also be made to [REGULATOR OR CONSUMER AGENCY]. This Agreement, with the tow ticket, inspection record, and itemized invoice, is the entire agreement between the Parties for the services described and may be amended only in writing. If any provision is unenforceable, the remainder stays in effect. COMPANY: [TOWING COMPANY NAME]. Signature: _____. Driver or Representative: [DRIVER NAME AND UNIT NUMBER]. Date and Time: [DATE AND TIME]. CUSTOMER OR PROPERTY OWNER: [CUSTOMER NAME]. Signature: _____. Date and Time: [DATE AND TIME]. By signing, the Customer confirms that the rates in Section 3 were disclosed before hookup.

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Towing is one of the most heavily regulated local services in the United States: maximum rates, signage requirements for private property towing, notice periods to registered owners and lienholders, required release hours, mandatory acceptance of credit cards, personal property retrieval rights, and the lien and sale procedure are set by state statute and often by city or county ordinance, and they override anything written here. Review and adapt this document with your local rate schedule and towing ordinance in hand, and consult a licensed attorney before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.