

REBELLO'S TOWING SERVICES, INC. (RTS)

PRIVATE PROPERTY TOWING SERVICES AGREEMENT

SUBJECT PROPERTY NAME: _____

SUBJECT PROPERTY ADDRESS: _____

PROPERTY OWNER AND RTS ENTER INTO THE FOLLOWING AGREEMENT FOR PRIVATE PROPERTY TOWING SERVICES ON THE FOLLOWING TERMS AND CONDITIONS:

I. PROPERTY OWNER/AGENT: _____;
 CONTACT PERSON: _____; TITLE _____;
 CONTACT ADDRESS: _____; CITY: _____
 STATE: ____; ZIP: _____; PHONE: _____; FAX: _____; CELL: _____
 E-MAIL: _____; WEB: _____

II. **AUTHORIZED SIGNER (TOWERS):** THE FOLLOWING PERSON'S HAVE THE AUTHORITY TO DIRECT REBELLO'S TOWING SERVICE, INC. AND SIGN TOW TAGS. THESE INDIVIDUALS, OR SECURITY COMPNY AND TOWING INSTRUCTIONS CAN BE CHANGED IN WRITING AT ANY TIME (ATTACHMENT A)

A. NAME: _____; TITLE _____;
 ADDRESS: _____ PHONE; _____; PAGER; _____;

B. NAME: _____; TITLE _____;
 ADDRESS: _____ PHONE; _____; PAGER; _____;

C. NAME: _____; TITLE _____;
 ADDRESS: _____ PHONE; _____; PAGER; _____;

III. **RTS GUARANTEES OUR "ASSURANCE OF INTEGRITY":**

- A. THE VEHICLE OWNER'S FEES WILL BE REFUNDED IF WE FAIL TO MEET THE FOLLOWING:
1. IT IS OUR POLICY TO RELEASE CARS WITHOUT A FEE WHEN APPROVED BY PROPERTY MGMT AND RTS IF VEHICLE IS TOWED IN ERROR.
 2. DRIVERS DO NOT USE ABUSIVE LANGUAGE OR AGGRESSIVE BEHAVIOR.
 3. DRIVERS ARE UNIFORMED, EXPERIENCED, AND TRAINED TO PERFORM BY RTS POLICIES AND PROCEDURES AND CVC 22658.
 4. EQUIPMENT CONSISTS OF LATE MODEL TRUCKS, MAINTAINED TO CHP EMERGENCY RESPONSE STANDARDS, AND CLEAN AND ORDERLY BOTH INSIDE AND OUT.

IV. **RTS AGREES TO PROVIDE THE FOLLOWING SERVICES:**

- A. 20 TO 30 MINUTES (OR WE DISCLOSE THE DELAY) 24 HOURS PER DAY RESPONSE TO PROVIDE LIGHT DUTY VEHICLE TOWING SERVICES.
 B. TOWING LIGHT DUTY VEHICLES FROM SUBJECT PRIVATE PROPERTY TO RTS STORAGE FACILITY FOR THE PURPOSE OF ENFORCING LEGAL PARKING RULES & REGULATIONS AS DIRECTED BY TOWER, WHO IS PRESENT ON THE PROPERTY AT THE TIME OF TOW, WITNESSED THE VIOLATION, SPECIFIES A LEGAL STATED REASON, AND WILL PROPERLY SIGN FOR THE TOW WITH IDENTIFICATION AND TIMES AS REQUIRED.
 C. TOW & DISPOSE OF ABANDONED OR STORED VEHICLES. WE AGREE TO TOW ONE ABANDONED VEHICLE FOR EVERY 10 VEHICLES CLAIMED BY VEHICLE OWNER. THERE WILL BE NO CHARGE FOR SUCCESSIVE ABANDONED VEHICLES WITHOUT FIRST NOTIFYING PROPERTY MANAGEMENT.
 D. RTS WILL TAKE RESPONSIBILITY TO NOTIFY LOCAL TRAFFIC LAW ENFORCEMENT OF VEHICLE REMOVAL FROM PRIVATE PROPERTY.
 E. **YES / NO** (CIRCLE SELECTION) RANDOMLY TOUR AND TOW FROM PROPERLY MARKED FIRE LANES (AND HANDICAP STALLS WHERE PERMITTED) USING PHOTOGRAPHS FOR VERIFICATION,
 F. **YES / NO** (CIRCLE SELECTION) RANDOMLY TOUR AND INSPECT PARKING LOT PER SCHEDULE WITH TOWER (AUTHORIZED SIGNER) WHO IS AVAILABLE TO INSPECT PARKING VIOLATIONS AND SIGN TOW TAGS.

V. **PROPERTY OWNER / AGENT AGREE:**

- A. \$50.00 PER SIGN, PLUS HARDWARE AND INSTALLATION LABOR AT \$65.00 PER HOUR.
 B. COMPLIANCE WITH LAW CVC22658: OWNER/AGENT AGREES AND WARRANTS THAT THEY WILL COMPLY WITH ALL APPLICABLE LAWS IN EFFECT DURING THE COURSE OF THIS AGREEMENT.
 C. UPON REQUEST, RTS WILL SUPPLY CONTACT INFORMATION PROVIDED BY OWNER OF A VEHICLE TOWED PURSUANT TO THIS CONTRACT TO ASSIST IN REGULATION OF PARKING ON THE PROPERTY. PROPERTY OWNER AGREES TO PAY AN ADMINISTRATIVE FEE OF **\$2.00** FOR EACH REQUEST. PROPERTY OWNER OR THEIR MANAGER WILL IMPLEMENT AND MAINTAIN REASONABLE SECURITY PROCEDURES AND PRACTICES TO PROTECT THE PERSONAL INFORMATION FROM UNAUTHORIZED ACCESS, DESTRUCTION, USE, MODIFICATION, OR DISCLOSURE.

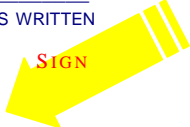
VI. **TERMS:**

- A) "UPDATES" FORMS (ATTACHMENT "A") ARE TO BE SUBMITTED BY OWNER, PROPERTY MANAGER, (TOWERS) IN WRITING OR EMAIL AT ANY TIME, TO CHANGE AUTHORIZED TOWING PERSON'S, OR TOWING INSTRUCTIONS.
 B) THIS AGREEMENT IS FOR A PERIOD OF ONE (YEAR)(MONTH) COMMENCING _____ AND ENDING _____. THE AGREEMENT SHALL AUTOMATICALLY RENEW, PERIOD TO PERIOD, UNLESS EARLIER TERMINATED IN WRITING UPON 30 DAYS WRITTEN NOTICE BY EITHER PARTY.

B) **SIGN:**

_____ DATED: _____ : _____ DATED: _____
 SHANNON DENOS, VICE PRESIDENT
 REBELLO'S TOWING SERVICES, INC. _____

 _____, TITLE: _____



Type/PRINT NAME Revised 3/1/2007

STANDARD CONTRACT TERMS AND CONDITIONS

1. **ATTORNEY'S FEES:** THE PREVAILING PARTY IN ANY LITIGATION OR ARBITRATION ARISING OUT OF THIS AGREEMENT SHALL BE ENTITLED, IN ADDITION TO ANY OTHER DAMAGES AND REMEDIES, TO THE AWARD OF REASONABLE ATTORNEY'S FEES INCURRED THEREIN, INCLUDING EXPERT WITNESS FEES.
2. **COUNTER-PARTS:** THIS AGREEMENT MAY BE EXECUTED IN TWO OR MORE COUNTERPARTS FOR THE CONVENIENCE OF THE PARTIES AS IF EACH COUNTERPART WERE A DUPLICATE ORIGINAL AND WITH THE SAME AND FULL FORCE AND EFFECT.
3. **ENTIRE AGREEMENT:** THIS AGREEMENT, AND ITS ATTACHMENTS, CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE MATTERS COVERED HEREIN. THIS AGREEMENT MAY BE MODIFIED OR AMENDED ONLY BY AN INSTRUMENT IN WRITING, DULY EXECUTED BY ALL OF THE PARTIES HERETO.
4. **SEVERABILITY:** IF ANY PROVISIONS OF THIS AGREEMENT SHALL BE DECLARED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID, OR UNENFORCEABLE, THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.
5. **GOVERNING LAW:** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCEPT AS MAY OTHERWISE BE PROVIDED FOR HEREIN. THE PARTIES HERETO AGREE THAT THIS AGREEMENT IS ENTERED INTO IN THE STATE OF CALIFORNIA, COUNTY OF SANTA CLARA, AND IS TO BE PERFORMED IN THE COUNTY OF SANTA CLARA AND THAT SANTA CLARA COUNTY SHALL BE THE PROPER VENUE FOR ANY ACTION OR PROCEEDING ARISING HEREUNDER.
6. **NOTICE PROVISION:** ANY NOTICE, TENDER, DELIVERY, OR OTHER COMMUNICATION PURSUANT TO THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE DEEMED TO BE PROPERLY GIVEN IF DELIVERED, MAILED OR SENT BY WIRE OR OTHER ELECTRONIC COMMUNICATION IN THE MANNER PROVIDED IN THIS PARAGRAPH AS FOLLOWS:

REBELLO'S TOWING SERVICES, INC.
969 STOCKTON AVE.
SAN JOSE, CA 95110

IF SENT BY MAIL, ANY NOTICE, DELIVERY OR OTHER COMMUNICATION SHALL BE EFFECTIVE OR DEEMED TO HAVE BEEN GIVEN FORTY-EIGHT (48) HOURS AFTER IT HAS BEEN DEPOSITED IN THE UNITED STATES MAIL, DULY REGISTERED OR CERTIFIED, WITH POSTAGE PRE-PAID, AND ADDRESSED AS SET FORTH ABOVE. IF SENT BY WIRE OR OTHER FORM OF ELECTRONIC COMMUNICATION, ANY NOTICE, DELIVERY OR OTHER COMMUNICATION SHALL BE EFFECTIVE OR DEEMED TO HAVE BEEN GIVEN 24 HOURS AFTER IT HAS BEEN DEPOSITED WITH THE CARRIER, PRE-PAID AND ADDRESSED AS SET FORTH HEREIN.

PRIVATE PROPERTY TOWING REALITY

RESPONSE TIME - 20 MINUTES OR WE NOTIFY CALLER OF ANTICIPATED DELAYS: RTS DOES NOT ATTEMPT TO DELINEATE TYPICAL DELAY SITUATIONS, SUCH AS PROBLEMS DURING COMMUTE TRAFFIC TIME, OR WHEN SPECIAL EQUIPMENT IS REQUIRED, OR IF THE DRIVERS ARE RUNNING WITH A BACKLOG DUE TO HOLIDAYS, RAIN, OR THE BEWITCHING HOUR. OUT OF ONE HUNDRED CALLS, WE RESPOND WITHIN 20 TO 30 MINUTES 80 PERCENT OF THE TIME. A TAXI CAB RESPONSE TIME IS PROBABLY NO BETTER.

TRUCKS AND HEAVY EQUIPMENT: TRUCKS PRESENT A SPECIAL PROBLEM. ANYTHING OVER ¾-TON IS TOO LARGE FOR OUR PPT "LIGHT DUTY TRUCKS". RTS CAN PERFORM TOWS FOR LARGER TRUCKS OR MOTOR HOMES, BUT IT IS OUR COMPANY POLICY TO REFER ALL 3/4-TON (AND LARGER) TRUCKS, VANS, MOTOR HOMES, OR BUSES TO THE DAY SHIFT. IF THE VEHICLE IS TOO LARGE OR HEAVY FOR OUR PPT TRUCKS WE WILL SUBCONTRACT TO A BIG RIG TOW COMPANY, BUT THE BIG RIG COMPANY MAY REQUIRE A GUARANTEE FOR A MINIMUM SERVICE CALL BY PROPERTY IF THEY ARRIVE AND THE VEHICLE DRIVER OR OWNER IS THERE AND THE BIG RIG CANNOT HOOK UP TO PERFORM THE TOW AT NO FAULT OF THEIRS. ONCE IT IS HOOKED UP, THE VEHICLE OWNER IS RESPONSIBLE FOR ANY CHARGES, NOT THE PROPERTY.

DRIVE-THROUGH "TOURS": DRIVE THROUGH INSPECTIONS, "TOURS", OFFER ADVANTAGES TO MANAGEMENT. THE MORE RTS DRIVES THROUGH, THE MORE VISIBILITY AND AWARENESS RESIDENTS ARE OF TOWING; PROPERTY TOURS BY THE TOW TRUCK BECOME AN ADDED PREVENTIVE ADVANTAGE AT NO COST. HOWEVER, THE OBJECTIVE FOR THE TOW COMPANY IS TO PERFORM TOWS FOR COMPENSATION. THESE TOURS TO INSPECT FOR VEHICLE VIOLATIONS ARE SCHEDULED FOR MAXIMUM EFFECT: TOURS ARE MORE SUCCESSFUL LATE AT NIGHT WHEN PEOPLE WILL NOT HEAR OR SEE THE TRUCKS: TOURS WORK BETTER FOR THE TOW COMPANY WHEN THE DRIVER IS IN THE AREA, RATHER THAN DRIVING TO THE PROPERTY FOR AN ISOLATED INSPECTION. FRANKLY, TOURING DOES NOT WORK UNLESS SUFFICIENT TOWS ARE GENERATED TO PAY FOR THIS SERVICE.

WITHOUT AN AUTHORIZATION TO "TOUR", TOW TRUCKS ONLY FREQUENT THE PROPERTY WHEN REQUESTED BY AN AUTHORIZED PERSON (TOWER), AND ALL TOWS MUST BE SIGNED BY AN AUTHORIZED PERSON. A SIGNATURE IS REQUESTED EVEN IF SOMEONE IS TO CALL AND REPORT A CAR IN THE FIRE LANE. HOWEVER, WITH "TOUR" APPROVED IN THE TOW CONTRACT, TOW TRUCKS CAN RESPOND TO CALLS FROM ANY RESIDENT, AND TOW CARS FROM LEGALLY DESIGNATED AND MARKED FIRE LANES ANY TIME, WITHOUT SIGNATURES. VEHICLES ARE TOWED WITH A PHOTOGRAPH TO VERIFY THE VIOLATION.

SECURITY PATROL VS. TOUR & TOW SERVICE: PPT TOWING SERVICES SHOULD NOT BE CONFUSED WITH SECURITY SERVICES. OUR PPT SERVICE HAS A LICENSE AND INSURANCE THAT ALLOWS US TO TOW VEHICLES, AND EMPOWERS PROPERTY MANAGERS AND SECURITY TO ENFORCE PARKING PROBLEMS THROUGH TOWING OF UNATTENDED VEHICLES. A SECURITY SERVICE CAN BE CONTRACTED TO SIGN FOR TOWS, I.D. PEOPLE, KEEP RECORDS ON REPEATED VIOLATORS AND TALK TO PEOPLE ABOUT THEIR PARKING PROBLEMS. TOWING CAN ONLY TOW VEHICLES.

NEW CALIFORNIA TOWING LAWS, CVC 22658, EFFECTIVE JANUARY 1, 2007: THESE LAWS CLEARLY PROTECT THE PROPERTY MANAGER AND AUTHORIZED SIGNER FOR TOWING VEHICLES PARKING IN VIOLATION OF PROPERTY RULES. THE NEW LAWS ARE INTENDED TO ELIMINATE BANDIT TOWING COMPANIES BY RAISING THE STANDARDS FOR TOW OPERATORS; THEY PROVIDED ADDITIONAL PROTECTIONS FOR THE VEHICLE OWNER; AND, THEY HOLD THE PERSON AUTHORIZING THE TOWS RESPONSIBLE TO FOLLOW THE LAWS.

IT IS THE OBJECTIVE OF REBELLO'S TOWING SERVICES, INC. TO HAVE TRAINED DRIVERS THAT CAN PROVIDE A SERVICE TO MANAGEMENT AND SECURITY TO PERFORM ENFORCEMENT TOWING. OUR TOWING PROFESSIONALS ARE AVAILABLE TO MEET WITH PROPERTY MANAGERS, AND TAYLOR A TOWING PROGRAM TO SOLVE PARKING VIOLATIONS. OUR DRIVERS AND PERSONNEL ARE PAID WAGES, NOT COMMISSIONS, SO THEY ARE NOT CORRUPTED BY TOWING OPPORTUNITIES. WE PROVIDE A SERVICE TO PROPERTY MANAGERS; WE DO NOT TOW VEHICLES FOR A FAST BUCK.

WE MAKE TAILORED PARKING PERMITS THAT MATCH THE PARKING STALLS IN EACH PROPERTY. AS PART OF OUR SERVICE WE WILL PERFORM THE INSPECTIONS, AT NO COST, ON A REGULAR BASES, BUT THE PROPERTY MANAGER MUST BE PREPARED TO PROVIDE AN AUTHORIZED SIGNER TO VERIFY THE VIOLATION, SIGN THE TOW TAG, AND STAY ON THE PROPERTY UNTIL THE VEHICLE HAS BEEN REMOVED. THE NEW LAWS DO NOT REQUIRE THE SIGNER TO STAY IN THE TOWING ARENA, AND DOES REQUIRE ANONYMITY TO THE AUTHORIZED SIGNER IN RESIDENTIAL HOUSING, HOTELS OR MOTELS.

**Attachment "A" to change Authorized Signers (Towers) or Towing Instructions
for RTS Service Agreement**

CONTRACT MAINTENANCE "UPDATE" FORM

Property Name:		
Property Address:		
Business Fax:	E-Mail:	WWW:
Manager Name:	Property Mgr.	Site Mgr.
Business Phone:	Cel/Pager:	Home Phone:
Contact Person 2:		
Business Phone:	Cel/Pager:	Home Phone:
Contact Person 3:		
Business Phone:	Cel/Pager:	Home Phone:
Contact Person 4:		
Business Phone:	Cel/Pager:	Home Phone:
PROPERTY MANAGEMENT – Enter property management company or owner's name		
SECURITY COMPANY NAME – Enter name of security company with towing authorization. Leave blank if none.		
OTHER – SPECIFY INSTRUCTIONS:		
YES / NO:	PHOTO TOW - Tour and Tow Fire Lanes using photograph as proof of violation	
YES / NO:	INSPECT PARKING PERMITS – Have authorized person verify and sign for parking violations.	CIRCLE APPROPRIATE SERVICES: TOW COVERED PARKING: TOW OPEN PARKING: TOW FROM VISITOR PARKING: TOW FROM OFFICE PARKING: OTHER:
YES / NO:	Additional pages attached with roster of persons who are authorized to sign for towing services.	Number of pages attached? <input style="width: 50px;" type="text"/>
YES / NO:	Discard all previous names approved to tow vehicles: By indicating "Yes" you will need to give me a complete list of people authorized to sign. By indicating "No" all previous people will remain on the list of authorized signers.	
YES / NO:	Attached copy of Parking Rules	
I. Please Sign for service changes as the Authorized Person:		<i>PRINT NAME:</i>
		<i>EFFECTIVE DATE:</i>

REBELLO's Towing Services, Inc. is required by law to maintain all towing photographs and signed tow tags for three years.