

Private Property Towing Agreement

Parties

- This Private Property Towing Agreement (hereinafter referred to as the "Agreement") is entered into on 10/1/25 (Date) by and between Bolton's Towing Service Inc., with an address of 2690 Avenue E SW Winter Haven, FL 33880 (hereinafter referred to as the "Towing Service"), and Tampon Bay HOA (hereinafter referred to as "Management/Owner")(collectively referred to as the "Parties").

General

- Hereby, the Management/Owner exclusively appoints the Towing Service to patrol and remove unauthorized vehicles from the property/properties that are located Tampon Bay
- The Towing Service hereby accepts such responsibility and agrees to service the property beforementioned.

Term

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the "Effective Date") and will only end with a written notice 30 days prior to requested termination date.

The responsibilities of the Towing Service

- To patrol the property and remove any vehicle/vessel in violation of any provided bylaws or CDD regulations in place.
- To tow any other vehicles/vessels at the specific direction of Management/Owner.

Towing Service Liability

- Hereby, the Management/Owner agrees to hold the Towing Service harmless for claims and/or lawsuits resulting from any non-towing related claim.

Succession

- This agreement is binding on the Towing Service and the Management/Owner as well as their successors.

Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of Florida.

Amendments

- The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

Community/Property Rule Changes, Amendments, & Exemptions

- Management/Owners agree to notify Towing Service of changes to any and all bylaws or regulations pertaining to the listed property within 24 hours of effective change.
- Management/Owners agree to notify Towing Service of any special exemptions or permissions given immediately that contradict the rules and regulations set forth by any bylaws or regulatory documents provided to the Towing Service.
- If Towing Service is NOT notified of any changes made, the Management/Owners agree to cover any and all cost associated with but not limited to; invoices, legal fees, any fees associated with litigation, customer reimbursements, etc.

Assignment

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented by both Parties in writing.

Entire Agreement

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The expressed terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any terms hereof.

Severability

- In an event where any provisions of this Agreement are found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

Signature and Date

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signature below:

Management

Towing Service

Name

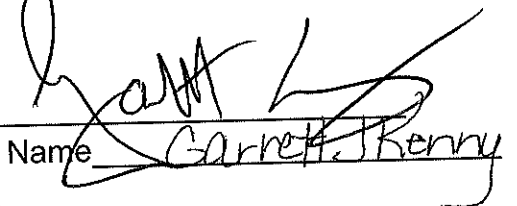
Name

Signature

Signature

Date

Date

 Garrett J. Kenny