

Bethel & Bethel West Towing
Town and Country Towing

PRIVATE PARTY IMPOUND AGREEMENT

This agreement is **Bethel Towing, Bethel West Towing & Town and Country Towing**

and _____ Owner/Manager of property at:

This agreement authorizes Bethel & Town and Country Towing to tow unauthorized parked vehicles from the above property.

FOR AND IN CONSIDERATION of the mutual promises of the parties hereto, the parties listed below agree as follows:

- 1) It is understood that the property owner, manager, or other authorized person will fill out and sign an impound authorization form for every impound.
- 2) Towing firm and its agents or employees are hereby authorized and directed to impound and remove all unauthorized vehicles found upon the real property described above.
- 3) Before any impoundment is accomplished, such impoundment shall be authorized in writing by any one of the individuals named below.
- 4) The impoundment of such unauthorized vehicles shall be accomplished between the agreed hours of 8am and 5pm unless otherwise requested and agreed upon.
- 5) It is the responsibility of the authorized person to assure that the unauthorized or abandoned vehicles are removed before they are vandalized or dismantled.
- 6) A removal fee **WILL** be charged if vehicles are vandalized or dismantled, have 1 or more wheels removed or have more than 2 flat tires. **No** vehicle will be removed if filled with garbage or junk items. These items are to be removed **BEFORE** requesting the impound at the property owner's expense.
- 7) The parties agree hereto that the towing charge (see #4) for a private impoundment may be adjusted from time to time by the automotive towing firm without notice to property owner. The towing firm has the right to decline the request to impound vehicles for any of the following reasons:
 - A. Unsafe to tow
 - B. Damaged or disassembled beyond repair.
 - C. The vehicle is full of garbage or debris.
 - D. Refusal to sign/complete an authorization form.
- 8) It is agreed that all costs of impoundment will be recovered from the owner of the vehicle, except for any removal fees for a dismantled or vandalized vehicle.
- 9) The current charge to the registered owner for a private impoundment for the class of tow truck to be used in such impoundment is as follows:

CLASS A tow truck	\$400.00 per hour (one hour minimum)
CLASS Heavy B/B2	\$484.00/\$650.00 per hour (one hour minimum)
CLASS C tow truck	\$839.00 per hour (one hour minimum)
CLASS S1 tow truck	\$1405.00 per hour (one hour minimum)
- 10) **The fee for removing a vandalized or dismantled vehicle is \$400.00 PLUS tax.**
- 11) Charges for impound and removal of vehicles described as "A", "B", or "C" (above) may be negotiated on a case-by-case basis. However, the private property owner is responsible for all legal judgments, and further agrees to indemnify and hold harmless said towing firm and its officers, agents, and employees, which may be imposed upon the towing firm

because of the impounding of any vehicle from the above-described real property.

- 12) Bethel, Bethel West, or Town and Country Towing will furnish the property impound signs.
- 13) A person or agency authorizing for this impound; If the impound is found in violation of chapter 46.55 RCW may be held liable for the costs of impounds incurred by the vehicle owner.
- 14) It is also agreed that Bethel & Town and Country Towing will NOT engage in parking control, as our function is to remove unauthorized, and this is to be performed during regular business hours. If Bethel, Bethel West or Town and Country Towing are summoned for parking control and the vehicle is removed during normal response time, a service charge will be levied. Parking control is to be managed by the property owner/manager.
- 15) Bethel, Bethel West, and Town and Country Towing agree to follow all of Port Orchard, Kitsap County, Gig Harbor, Pierce County, Mason County and the State of Washington laws on private property impounds.
- 16) This Agreement shall continue in operation and effect until terminated in writing by either party hereto; provided, however, that even after such termination this Agreement shall continue in effect with respect to any claims, causes of action, or judgments which may have arisen or which may arise by reason of this contract shall be retained by each of the parties during its duration and for a period of not less than three years after its termination. Either party can cancel this agreement by giving a 10-day notice of cancellation in writing to the other party.
- 17) 7. Motorhome, Boat/Trailer and utility trailers: Billed at up to \$100/ft removal rate (Please call our office for current RV/Trailer removal rates), plus applicable tow fees paid by the property owner or property custodian. Please call our office at 360-876-8292 for a quote to remove a motorhome or RV trailer from your property.
- 18) . **Property Signage:** Per RCW 46.55.070, you MUST have a Bethel Towing, Bethel West Towing or Town & Country Towing sign on every entrance and exit for your property to impound a vehicle immediately. If you do not have signs, you can request that we bring signs to your property to install them or stop at our office in Port Orchard, WA to pick up signs. Until your property has the proper signage, you must wait 24hrs before a vehicle can be impounded. Please call our office with any questions regarding signage. The next page will cover signage and offer a request for signs or have Bethel Towing do an audit of your property.

The property owner/manager will provide a list of employees/agents authorized to impound vehicles and will submit to Bethel West, Bethel Towing or Town and Country Towing notice of any changes of names on the list.

Owner/Manager

Date

Bethel Towing, Bethel West Towing, Town & Country Towing

Date

List of authorized representatives:

Add an additional sheet if needed.