Winnerz Circle LLC — Towing & Roadside Assistance Terms & Conditions

Effective Date: November 16, 2025

#### 1. Introduction

These Terms & Conditions ("Terms") govern all towing and roadside assistance services ("Services") provided by Winnerz Circle LLC ("Company"). By requesting or using our Services, the customer ("Client") agrees to these Terms.

### 2. Services Provided

The Company may provide, but is not limited to:

- Towing (local or long distance)
- Jump starts
- Tire changes
- Fuel delivery
- Vehicle lockout assistance
- Winching and recovery
- Battery replacement
- Roadside diagnostics (as applicable)
- 3. Customer Responsibilities
- Provide accurate service location and vehicle information.
- Remain with the vehicle when possible.
- Ensure the vehicle is accessible and safe to service.
- Notify the Company of any hazards (mechanical, environmental, or otherwise).

# 4. Payment Terms

Payment is due at the time of service, unless otherwise agreed in writing. The Client is responsible for all fees, including labor, mileage, equipment fees, and additional charges. If a vehicle is towed and the Client fails to pay, it may be held under a mechanic's lien as allowed by law.

### 5. Pricing & Estimates

Quotes are estimates based on information provided by the Client. Final pricing may vary due to distance, difficulty, vehicle condition, or additional equipment required. After-hours, holidays, and

special circumstances may incur surcharge rates.

# 6. Liability & Limitations

The Company is not liable for pre-existing damage, mechanical failure, or issues unrelated to service provided. The Client acknowledges that towing or roadside assistance may involve risks, including minor cosmetic damage during recovery. Liability is limited to the cost of the Service unless otherwise required by law.

### 7. Vehicle Release & Storage

Vehicles towed to the Company's lot may incur daily storage fees. The Client must provide proof of ownership to retrieve a vehicle. Unclaimed vehicles may be disposed of according to state law.

### 8. Cancellations & Refusals

The Company may refuse or cancel service for safety concerns, illegal activity, or hazardous conditions. If a dispatch is cancelled by the Client after a driver is en route, a cancellation fee may apply.

### 9. Damage Claims

Claims of damage must be submitted in writing within 24 hours of service. Failure to do so may waive the Client's ability to dispute.

### 10. Compliance With Law

Both parties agree to comply with all local, state, and federal laws related to towing and roadside assistance.

#### 11. No Warranty

All Services are provided "as-is" without warranties, express or implied.

# 12. Governing Law

These Terms are governed by the laws of the state where the service was provided.

### 13. Amendments

The Company may update these Terms at any time; new Terms take effect immediately when posted or communicated.

**Contact Information:** 

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