

# TRESPASS TOWING & PARKING MANAGEMENT AGREEMENT



PROPERTY AGENT NAME: \_\_\_\_\_  
PROPERTY ADDRESS: \_\_\_\_\_  
PROPERTY PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
AUTH. CALLERS: \_\_\_\_\_  
ADDITIONAL INFO: \_\_\_\_\_

HOURS OF PATROL  
(PLEASE CIRCLE/FILL IN)  
24 HOUR PATROL  
START TIME: \_\_\_\_\_  
END TIME: \_\_\_\_\_

## DO NOT TOW LIST:

| NAME PHONE | LICENSE PLATE | YEAR / MAKE / MODEL | NAME PHONE | LICENSE PLATE | YEAR / MAKE / MODEL |
|------------|---------------|---------------------|------------|---------------|---------------------|
|            |               |                     |            |               |                     |
|            |               |                     |            |               |                     |
|            |               |                     |            |               |                     |

## TRESSPASS TOWING & PARKING MANAGEMENT AUTHORIZATION AGREEMENT

**A&J's Parking Enforcement**, (TOWING SERVICE) (HEREINAFTER REFERRED TO AS "PARKING MANAGEMENT COMPANY"), WHOSE ADDRESS IS LOCATED AT 87-696 Farrington Hwy. Waianae, Hi 96792 AND PROPERTY MANAGER/AGENT (HEREINAFTER REFERRED TO AS "PROPERTY REPRESENTATIVE HEREBY ENTER INTO THE FOLLOWING CONTRACT SERVICE DATE SHALL BEGIN ON (DATE) \_\_\_\_\_

1. The Property located Representative affirms that he/she is the owner/agent/tenant of the Premises and has the authority to enter this Contract.
2. The Parties agree that all fees to be paid by the vehicle's owner or operator for the Trespass Tow shall be in accordance with the requirements of those ordinances and statutes set forth in Paragraph 4 below.
3. All Vehicles will be impounded at A&J's Towing 87-696 Farr. Hwy. Waianae, Hi 96792.
4. The Parties to the Contract shall be governed by and shall comply with the accordance with HRS Section 290-11the State of Hawaii Statutes.

- **Section 290-11**, Notwithstanding any other provision of this chapter, any vehicle left unattended on private or public property without authorization of the owner or occupant of the property, may be towed away at the expense of the owner of the vehicle, by order of the owner, occupant, or person in charge of the property; provided that there is posted a notice prohibiting vehicles to park on the property without authorization. The notice shall state that the vehicle will be towed and held at the expense of the vehicle owner, as well as the name, address, and a telephone number of the facility where the vehicle will be towed and held. The notice shall be of such size and be placed in a location that is clearly visible to the driver of a vehicle approaching any individual marked or unmarked parking space; provided that where an entire parking lot consists of restricted parking spaces, placement of the notice at each entrance of the parking lot shall suffice.

The Parties, by signing of this Contract, stipulate that they have read and understood the Ordinances and statutes listed in paragraph 4 above.

Upon access you will be given a username and password: This Program is Offered to 24hr roving services ONLY.

5. Signage will be provided at NO CHARGE. Limit of 5 Signs per lot, If additional personalized signs are needed; Charges applicable depending on request. If stickers are needed for current signs, A&J's Parking Management will provide stickers at no charge.

6. If there is any changes (authorized personal (Agent, Representative or authorized caller), phone number, email, do not tow list or individual title changes please inform A&J's Parking Enforcement of change immediately.

### PLEASE CHECK OFF ALL VIOLATIONS THAT APPLY TO YOUR PROPERTY

- |                                                                            |                                                                                                                                  |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> VEHICLES PARKED IN NO PARKING ZONE                | <input type="checkbox"/> VEHICLES WITH NO GUEST PERMIT                                                                           |
| <input type="checkbox"/> VEHICLES PARKED IN FRONT OF FIRE LANES / RED CURB | <input type="checkbox"/> VEHICLES PARKED IN FRONT OF FIRE LANES / RED CURB                                                       |
| <input type="checkbox"/> VEHICLES PARKED IN A LOADING ZONE                 | <input type="checkbox"/> VEHICLES W. EXP. REG. TAGS/SAFETY CHECK TAGS / ALTERED AND/OR NO LICENSE PLATE                          |
| <input type="checkbox"/> VEHICLES PARKED BLOCKING DUMPSTERS                | <input type="checkbox"/> VEHICLES WITH ALTERED / EXPIRED / NO PERMIT                                                             |
| <input type="checkbox"/> PARKED IN A HANDICAP STALL W/ NO VISIBLE PLACARD  | <input type="checkbox"/> DOUBLE PARKED VEHLCES (A VEHICLE TAKING UP (2) PARKING STALLS / SPACES)                                 |
| <input type="checkbox"/> VEHICLES PARKED IN CUSTOMER PARKING STALLS ONLY   | <input type="checkbox"/> RESIDENT MAY REQUEST REMOVAL OF VEHICLES PARKED IN THEIR RESERVED STALL<br>(SIGNATURE WILL BE REQUIRED) |

**By signing this agreement, you acknowledge that you have carefully read, understand, and fully agree to the terms. Any details not included in writing in this agreement are not binding by either party. Vehicles towed from the premises will be towed away at the owner's expense. The property manager/representative will not be liable for any vehicles towed or damaged by A&J's Parking Enforcement.**

\_\_\_\_\_  
PROPERTY MANAGER/REPRESENTATIVE NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROPERTY MANAGER/REPRESENTATIVE NAME SIGNATURE