

Morris & Sons Towing
300 E Gish Rd
San Jose Ca 95112
United States

Service Agreement

Property Details

Property Name: _____

Address: _____

Property Type: Residential | Commercial

(circle applicable type)

Number of Units: _____

Gate Code: _____

Gate Clicker: Yes | No

(circle applicable)

Manager / Primary Contact: _____

Mobile: _____

Phone: _____

SCHEDULED INSPECTIONS or ENFORCEMENT BY REQUEST

SELECTING "YES" below instructs Morris to provide a proactive approach to enforcing the violations that you have requested on the next step. The effectiveness of this approach to parking enforcement depends on coordinating random inspections by scheduled appointment on your site. By law, enforcement of most these violations requires the presence and cooperation of the Property Owner or Authorized Agent to inspect, verify, and authorize the removal at the time of tow. Note: For RESIDENTIAL Properties, the PO/AA signing for any tow is always REDACTED AND WITHHELD from the registered/legal owner of the vehicle at the time it is retrieved.

SELECTING "NO" below requires YOU to monitor, identify, identify and request the removal of vehicles at the time of each violation. The PO or AA is therefore tasked with parking monitoring and management, and requesting Morris' assistance on a case by case basis. In addition, the PO or AA must be present at the property (not necessarily at the exact location of the vehicle) where the violation occurs, and sign for the removal of EACH vehicle at the time of removal. PO or AA will have access to towed vehicle information and photos through client log in portal for reference to the extent allowed by law.

Scheduled Enforcement:

General Enforcement Notes:

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Parking Enforcement Authorization

SELECTING "YES" grants **General Authorization to Morris & Sons** to randomly inspect and immediately tow vehicles for the following violations:

- **Vehicles parked in marked Fire Lanes**
- **Vehicles parked within 15 feet of a fire hydrant**
- **Vehicles parked in a manner which interferes with an entrance to, or exit from, the property**

SELECTING "NO" requires the PO or AA to provide an authorized signature for the removal of each vehicle at the time of each violation. By circling "No", you will be committing to the PO or AA being physically present at the property where the violation occurs, and to providing a live signature for the removal of EACH individual vehicle.

(See, CVC 22658(l)(1)(E)(i))

By selecting "YES" above, when the foregoing violation(s) are observed by our operator during the course of random inspections, the violation will (1) be documented electronically, and (2) captured by time stamped photos. Thereafter, Morris will remove the violating vehicle from your property immediately. This minimizes liability risk for property owners where vehicles may be blocking third parties, including emergency personnel, from access to your property.

General Authorization:

SCHEDULED INSPECTIONS (check all that apply)

Permit Violations:

Abandoned Vehicles:

Blocking Entry / Exit:

Invalid Electric Vehicle Parking:

Unauthorized Recreational Vehicles:

Reserved Parking Violation:

Overnight Parking:

Blocking Operations (ex maintenance, dumpster):

Handicap Violations:

Fire Hazard Violations:

Resident / Tenant Stall Violations:

Tenant/Owner Deeded And/Or Reserved Stall Enforcement

SELECTING "Yes" above AUTHORIZES us to promptly respond to tenant/homeowner requests, and allows us to remove violating vehicles ONLY from each homeowner/tenant's properly marked and discernable stall with the assigned owner's/lessee's written consent at the time of removal.

SELECTING "No" above RESTRICTS us from enforcing any violating vehicles requested to be removed by homeowners or tenants, regardless if the offending vehicle is preventing the homeowner or tenant from using their assigned/reserved space. Selecting "No" above requires our Company to SOLELY respond to enforcement requests by those Authorized Agents identified on step 4 of this Agreement. Therefore, all homeowner/tenant tow requests must be communicated to Morris via the Authorized Agents listed on step 4. This particular arrangement generally delays the enforcement time, and can lead to increased complaints from residents of your property

TENANT OWNERSHIP DOCUMENTATION

In order to legally enforce removal requested by a homeowner/tenant, you will need to identify the documentation which will be required to support a claim of ownership to each assigned/reserved marked space (to include, without limitation, a parking addendum which identifies marked stall, deed to marked stall, or a lease agreement, etc.). Please identify below which documents should be accepted as proof of ownership of assigned/reserved parking stalls on your property or attach supporting documentation

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Authorized Signers

By law, the Property Owner must identify the individual(s), to include, without limitation, HOA Board Members, homeowners/tenants security or maintenance personnel, management personnel, etc., AND/OR entity(ies), to include, without limitation, property management companies, security companies, etc.) who will serve as Agents for your site that are empowered to authorize the removal of a vehicle at the time of tow, by a signature (excluding General Authorization tows if you selecting "Yes" in step 2)

Name	Mobile	Phone	Email

Compliance Assistive Services

Compliance Services: As enforcement specialists, we take pride in offering solutions to help our customers stay compliant with all local and state laws.

- California Vehicle Code § 22658 defines the obligations of Property Owners and Authorized Agents in removing vehicles from private property. We have a dedicated support staff and sign manufacturing facility trained to install signage compliant with the applicable provisions of the Vehicle Code at all entrances to your property, any additional locations per your preference. In addition, we provide assistive services related painting curbs/stripping to help you clearly mark your existing Fire Lanes, Handicapped, Electric Vehicle, Visitor, Deeded/Reserved other reserved stalls. Our model of efficiency enables us to provide these services at very reasonable pricing, and our dedication to legal compliance sets us apart from many of our competitors in the area. Please ask your service representative to provide an estimate for your site.
- If your property is in The City of San Jose, a police permit is required in order for any tow company to legally provide service to your property. Our sales representatives can provide, assist, and explain the necessary items required to acquire a local permit (SJMC 6.66).

Authorization Agreement For Tow Services

The foregoing instrument, including this page, was at the date hereof designated by signature below, as the Property Owner or Authorized Agent, signed as and declared as Authorization Agreement for Tow Services (the "Agreement") by Morris & Sons Towing ("Morris"). The Agreement shall expressly include all electronic or handwritten selections and notations inserted herein by Property Owner or Authorized Agent on the preceding pages. The Parties hereto further acknowledge and agree:

- Property Owner/Authorized Agent grants Morris & Sons Towing the exclusive right to remove and store unauthorized, offending and/or violative vehicles from the parking facilities at the subject property identified on Page 1 of this Agreement.
- Morris agrees to maintain a 24-hour telephone service to receive tow-away instruction from Property Owner/Authorized Agent(s). Morris further agrees to exercise reasonable diligence in removing unauthorized, offending and/or violative vehicles per the terms and conditions stated herein.
- Morris is acting solely as an independent contractor in connection with all services provided to Property Owner and/or any Authorized Agent(s).
- Morris agrees to maintain insurance coverage to include workers compensation, on hook liability, general liability and employer's liability at levels required by state and/or federal law.
- Property Owner and/or Authorized Agent and Morris each agree that they will adhere to the provisions of local, state and federal laws in the removal and storage of unauthorized vehicles from the property.
- Either party hereto may cancel this agreement upon 15 days written notice sent to the other party.
- Morris acknowledges and agrees that neither the Property Owner or Authorized Agent shall be liable for towing and storage charges unless otherwise agreed to in writing by the parties hereto.
- Morris expressly agrees that it shall be solely responsible and liable for any damages to vehicles resulting or arising from Morris' actions or omissions in conducting tows from your property. Resolution of any dispute in this regard shall be a matter entirely between Morris and the vehicle owner(s). Morris agrees to indemnify and hold the Property Owner/Agent harmless related to any damage claims which are alleged to have arisen from Morris' actions or omissions during the impound process.
- Morris may settle any alleged claims asserted solely against it as it determines appropriate in its sole and absolute discretion. As to any claims made jointly against Morris and Property Owner and/or any Authorized Agent, Morris agrees to work cooperatively with Property Owner and/or Authorized Agent to resolve same.

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- If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.
- This Agreement and the terms and provisions thereof shall be governed by the laws of the State of California.
- This Agreement may not be altered, changed or amended except in writing and signed by all Parties hereto.
- This Agreement, constitutes the entire agreement between the Parties with respect to the towing services to be provided by Morris and supersedes all prior representations, understandings and agreements, both oral and written, heretofore made between the Parties, and is solely for the benefit of the Parties hereto and is not intended to extend any rights or benefits to any third parties.
- The Parties hereby acknowledge that each has carefully read all of the terms of this Agreement, and has been presented the opportunity (at his or her own expense) to consult counsel and he or she either did so or voluntarily declined that opportunity.
- Each of the Parties to this Agreement represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement, and that such action does not conflict with or violate any provision of law, regulation, policy, contract, or other instrument to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

Customer Name: _____

Title: _____

Role: Owner | Authorized Agent

(circle applicable role)

Signature:
