



TOWING SERVICE AGREEMENT

214.819.3028

WWW.ALLSTARTOWING-LLC.COM

On this _____ day of _____, 20____ Allstar (Company) and _____ (Customer) entered into the following agreement:

- 1) Customer grants Company exclusive right to remove and store unauthorized vehicles from parking facility(s) located at: _____
- 2) Company agrees to maintain 24-hour telephone service for purpose of receiving instruction from customer.
- 3) Company operates as an independent agent in connection herewith. Company may settle claims as it deems necessary.
- 4) Company shall indemnify Customer against any damages arising as a result of towing related incidents.
- 5) Customer may terminate towing agreement with 24-hour written notice to address on this form.
- 6) Company shall at all times comply with all city/state towing ordinances/statutes.
- 7) Customer hereby grants Company right to send cancellation notice(s) to any previously contracted towing company.
- 8) Customer agrees to grant Dallas County VSF LLC sole storage authority as stated on reverse side of document.

THESE ARE ITEMS THAT WILL BE TOWED WITH NO FURTHER SPECIFIC AUTHORIZATION. THIS SERVICE AGREEMENT IS AUTHORIZATION TO TOW.

<input type="checkbox"/> On Call Service	<input type="checkbox"/> Patrol Service	<input type="checkbox"/> Spotter	<input type="checkbox"/> From _____ to _____, _____ days a week	<input type="checkbox"/> 24-hrs a day, 7 days a week
<input type="checkbox"/> Unauthorized	<input type="checkbox"/> Handicap	<input type="checkbox"/> Parked on Grass	<input type="checkbox"/> Fire Lane	<input type="checkbox"/> 2 Space
<input type="checkbox"/> Head in Parking	<input type="checkbox"/> Obstructing Walk / Driveway	<input type="checkbox"/> Reserved Space Call	<input type="checkbox"/> For Sale	<input type="checkbox"/> Tractor / Trailer
<input type="checkbox"/> Tow Expired _____	<input type="checkbox"/> Manager / Employee Space	<input type="checkbox"/> Permit Current Color/ Style _____	<input type="checkbox"/> New Permit Color/ Style _____	<input type="checkbox"/> Tow Expired _____
<input type="checkbox"/> Permits on hold until _____	<input type="checkbox"/> Visitor Pass Color _____	<input type="checkbox"/> Tow Expired _____	<input type="checkbox"/> Tow Expired _____	<input type="checkbox"/> Manager / Employee Space

<input type="checkbox"/> Warning Sticker Program	<input type="checkbox"/> Registration _____ days expired	<input type="checkbox"/> Inspection _____ days expired
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<input type="checkbox"/> Flat Tire	<input type="checkbox"/> Wrecked / Inoperable	<input type="checkbox"/> Other
<input type="checkbox"/> Broken Window	<input type="checkbox"/> On Jack / Block	
<input type="checkbox"/> For Sale	<input type="checkbox"/> Tractor / Trailer	
<input type="checkbox"/> Abandoned	<input type="checkbox"/> Leaking Fluid	

Signs:

<input type="checkbox"/> Head in Only	<input type="checkbox"/> Manager / Employee	<input type="checkbox"/> Manager Cannot Help Retrieve
<input type="checkbox"/> Handicap	<input type="checkbox"/> Permit Parking	<input type="checkbox"/> Office Parking
<input type="checkbox"/> Other Sign:		

Stencils:

<input type="checkbox"/> No Parking	<input type="checkbox"/> Reserved	<input type="checkbox"/> Handicap	<input type="checkbox"/> Fire Lane	<input type="checkbox"/> Visitor	<input type="checkbox"/> Other Stencil:
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Previous Towing Company: _____	<input type="checkbox"/> Cancellation Notice Sent
J.P. Precinct / Name: _____	<input type="checkbox"/> Courtesy Officer

Authorized To Have Vehicles Towed / Comments:

* By signing below I hereby agree to all terms and conditions contained on reverse of this document.

Office Phone	Office Fax	E-Mail
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Gate Code	# of Units	Management Company	Signers Typed First and Last Name
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Allstar Representative	Date	Property Representative	Date
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Dallas County VSF LLC
4206 East Ledbetter
Dallas, Texas 75241
PHONE: 1-877-909-TOWS (8697)
FAX: (214)374-7160

VEHICLE STORAGE FACILITY LICENSE #

0642648VSF

DALLAS COUNTY VSF LLC AUTHORIZATION TO STORE VEHICLES

PURPOSE OF AGREEMENT

The purpose of this agreement is to state the terms and conditions under which Dallas County VSF LLC (Company) will provide vehicle storage facility services for the towing company and parking facility (Customer) specified on the reverse side of this agreement, and therefore, in consideration of the mutual promises herein contained, the parties hereto agree as follows: this agreement shall extend for a minimum period of (2) years from the beginning date of service listed on reverse side of this agreement, and shall automatically be renewed from year to year unless Company is found to be in breach of this agreement. In case Customer transfers ownership or management of parking facility, Customer shall provide Company thirty (30) days written notice of sale of any property contained in this agreement. Notice must include prospective management company or owner name, address, and phone number. In case Customer, at any time, contracts with a towing company other than the one specified on the reverse side of this agreement, the new towing company shall notify Dallas County VSF LLC immediately.

SERVICE TO BE PERFORMED

Company agrees to perform the following services for the Customer:

1. Furnish a TDLR Approved licensed and permitted vehicle storage facility for the purpose of receiving any and all vehicles removed from any and all of Customer's parking facilities contained in this agreement.
2. Furnish a TDLR Approved licensed and permitted vehicle towing company if requested to do so by Customer.
3. Customer may, at any time provide a licensed towing company at its discretion.

TIME OF PERFORMANCE

All services required of Company under this agreement shall be performed 24 hours, 7 days a week.

SERVICE PRICE

Customer shall pay Company the amounts agreed to in this agreement, net thirty (30) days. Adjustments in price rate or utilization of Company's vehicle storage facility must be agreed to in writing to the parties.

CUSTOMER'S OBLIGATIONS

Customer hereby agrees to hold Company harmless and free from all liability for damage done to private property as a result of any towing related issues as the towing company is a separate and distinct entity. In permanent account, Company will invoice Customer at the beginning of each month and Customer agrees to make payment within thirty (30) days of invoice date. Temporary services will be paid in advance. Services may be suspended after one(1) month of non-payment and may continue to bill for the duration of the agreement. Attorney's fees and costs: If any action at law or in equity is necessary, to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and all other necessary disbursements in addition to any other relief to which such party may be entitled. Liquidated damages: It is agreed to by the parties that actual damages which might be sustained by Company by reason of indifference by a third party are uncertain and would be difficult to ascertain, and it is further agreed that the sum of Customer's average monthly billing multiplied by twelve (12) or average monthly sum of fees paid to Company as a result of vehicles impounded by third party towing company multiplied by twelve (12) would be a reasonable and just compensation for such an interference, and Customer hereby agrees to allow without interference, Company to pursue legal action as it deems necessary. Miscellaneous provisions: This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Dallas County, Texas. Parties bound: This agreement shall be binding on and insure to the benefit of the parties hereto and their respective heirs, executors, and administrators, legal representatives, successors and assigns where permitted by this agreement. Indemnification clause: Customer (as named on the front of this agreement) shall indemnify and save harmless Company and its agents and employees from all suits, actions or claims of any character, types or description brought or made for or on account of any injuries of damages received or sustained by any person or persons or property arising out of or occasioned by the negligent acts of the Customer (as named on the front side of this agreement) or its agents or employees and the execution of the performance of this agreement. Legal construction" In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein. Company keeps the right to assign this agreement, without the prior consent of the Customer, to any licensed and permitted vehicle storage facility.

Sec.2308.401 PARKING FACILITY OWNER PROHIBITED FROM RECEIVING FINANCIAL GAIN FROM TOWING COMPANY. (a) A parking facility owner may not directly or indirectly accept anything of value from a towing company in connection with the removal of a vehicle from a parking facility. (b) A parking facility owner may not have a direct or indirect monetary interest in a towing company that for compensation removes unauthorized vehicles from a parking facility in which the parking facility owner has an interest.

Sec. 2308.402 TOWING COMPANY PROHIBITED FROM FINANCIAL INVOLVEMENT WITH PARKING FACILITY OWNER. (a) A Towing company may not directly or indirectly give anything of value to a parking facility owner in connection with the removal of a vehicle from a parking facility. (b) A Towing company may not have a direct or indirect monetary interest in a parking facility from which the towing company for compensation removes unauthorized vehicles.

Sec. 2308.403 LIMITATION ON LIABILITY OF PARKING FACILITY OWNER FOR REMOVAL OF UNAUTHRIZED VEHICLE. A parking facility owner who causes the removal of an unauthorized vehicle is not liable for damages arising from the removal or storage of the vehicle if the vehicle:(1) was removed in compliance with this chapter: and (2) is: (A) removed by a towing company insured against liability for property damage incurred in towing a vehicle: and (B) stored by a vehicle storage facility insured against liability for property damage incurred in storing a vehicle.