



15055 Fairfield Meadows Dr  
Suite 103 #104, Cypress, Tx 77433

24/7 Telephone: **713)231-5047**

**FAX: (832)220-6763**

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**www.IndigoTowing.com**





# Towing Agreement

Indigo Auto Towing and Recovery is a 24/7 Emergency Towing and 24/7 On-site Parking Management Company proudly serving Greater Houston and surrounding areas. Indigo Auto Towing and Recovery would like the opportunity to assist in managing all your parking facility needs at all times/days. We offer discounted towing to residents/tenants, vehicle lock out services, and flat tire services.

Indigo Auto Towing and Recovery is here to provide professional courteous service with the experience and horsepower to handle any parking facility related needs. Please let us know your concerns and we will find a solution for success...

## **Indigo Auto Towing and Recovery will:**

1. Replace or install all parking signs with New Indigo Auto Towing signs/ Handicap/ Reserved/ No Parking/ Fire Zone/ Assigned Parking/ Permit Parking etc.
2. Sticker abandoned, inoperable, or expired tags/stickers vehicles monthly. Stickered vehicle lists will be reported to the management office upon completion.
3. Provide you with parking permits upon request. We also provide VIP stickers for management and/or owners.

**Thank you kindly** for your time and look forward to working with you to meet your company's parking facilities needs and expectations. Please call us at your earliest convenience to customize your service agreement.



This agreement is entered the 03/15/2022

between \_\_\_\_\_ (herein "Property Owner"),  
Indigo Auto Towing and Recovery, a private corporation whose address is 15055 Fairfield  
Meadows Dr. Suite 103 #104 Cypress, TX 77433.

**Address of Property:**

**PURPOSE:** The purpose of this agreement is for the property owner to authorize Indigo Auto Towing and Recovery to be the exclusive towing service for the property listed above to the extent Indigo Towing can provide reasonable and timely service.

**Towing:** Property owner authorizes Indigo Towing to be the exclusive towing service provider for the above listed property and herein authorizes Indigo Towing to tow from the property any vehicle that violates any of the following selected conditions.

- Parking in Fire Zone
- Parking in no-parking zone
- Parking in assigned or reserved parking
- Parking in handicap space without proper permit
- Parking on sidewalk or lawn
- Blocking entrance, exit, or traffic within the property
- Blocking access to facilities (Trash, Dumpster, Laundry Room, Office, etc)
- Blocking another vehicle
- Double-parked or occupying more than one parking space
- Parking without a permit, if applicable
- Abandoned or inoperable vehicle (following adequate warning)
- Vehicle posing a threat to the safety of the property (gas leaking, etc..)
- Vehicles with expired registration or invalid inspection (following adequate warning)

**Term:** This initial term of this agreement shall be for (1) month from the Effective Date and shall renew month to month thereafter, unless either party provides the other party with certified mail/return receipt requested written notice of cancellation at least thirty (30) calendar days prior to the termination date of the Agreement. During the thirty (30) day notice period this Towing Services Agreement shall remain in full force and effect.

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## **BUSINESS OPERATING PERMITS AND LICENSES:**

**State of Texas Laws:** Indigo Auto Towing and Recovery must adhere to and follow all laws, rules, and regulations of the State of Texas in regarding the operation of their towing business, operation of motor vehicles and employment of personnel.

**City of Houston Ordinances:** Indigo Auto Towing and Recovery must also adhere to all City of Houston ordinances, including but not limited to those concerning the operation of motor vehicles and business licensing requirements.

**Permits:** Indigo Auto Towing is required to have, and hold permits as required by the State of Texas and, if required, the City of Houston for the removal of vehicles as required for law enforcement purposes.

**INDEMNIFICATION:** Indigo Auto Towing and Recovery shall indemnify and hold the Property Owner, Management Company, and employees harmless from, and shall process and defend at Indigo Towing's own expense, any claims, demands, or suits at law or equity arising in whole or in part from Indigo Towing's negligence, willful misconduct, or breach of any of its obligations while performing services pursuant to this Agreement.

**Release of Vehicles:** ANY VEHICLE TOWED UNDER THE TERMS OF THIS Agreement shall be released upon full payment of all fees due to Indigo Auto Towing and Recovery. Indigo Towing is under no obligation to release any vehicle towed under this Agreement free of charge at the request of the Property Owner. The Property Owner agrees that denial of vehicle release without payment does not constitute termination of this Agreement.

### **INITIALS:**

**TRANSFER OF CONTRACT:** In the event the property is sold, or the management contract is transferred to another management company, the property will make a reasonable effort for this towing agreement to be transferred and remain in effect.

**AGREEMENT:** This document constitutes the entire agreement between Property Owner and Indigo Auto Towing and Recovery concerning the subject matter hereof and supersedes all prior and contemporaneous Agreements, conversations, and representations between the parties. This may be amended only by an instrument in writing which expressly refers to this Agreement, and

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specifically states that it is intended to amend it. No party is relying upon warranties, representations or inducements set forth herein.

**SEVERABILITY:** Should any part of this Agreement be deemed invalid or unenforceable under applicable law, that provision shall be ineffective to the extent of such invalidity only. Without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

**Waiver:** No waiver of compliance with any provision or condition of this Agreement shall constitute a waiver of any other provision or condition previously waived as to new circumstances or events.

**TERMINATION:** This agreement may be terminated by either party for any or no reason with or without premium penalty or fees upon thirty (30) days written notice, sent by certified mail.

IN WITNESS, WHEREOF, each of the parties hereto has signed this Agreement on this  
  
herein the "Effective Date".

**Property Owner or Manager**

**Indigo Auto Towing and Recovery**

Authorized Name (Print)

Authorized Name (Print)

Title

Title

Signature

Signature

Date

Date

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### **Contracted Property Information**

Property Management Supervisor  
Supervisor's Telephone Numbers  
Property Management Company  
Management Co. Address with City and Zip Code  
Management Co. Phone Number  
Property Name  
Property Address with City and Zip Code

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### **Contact Information**

Name  
Title  
Office Number  
Cell Phone Number  
Fax Number  
Email

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### **Emergency Contact**

Name  
Phone Number

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**Property Details**

Number of Units

Would you prefer to have your tow tickets and pictures emailed or in the drop box?

email

dropbox

Gate card (Yes)(No), if yes, please provide card # to be assigned

Key-pad entry (Yes)(No), if yes, provide gate code

**PLEASE ATTACH SITE MAP OF PROPERTY**

**SPECIAL INSTRUCTIONS FORM**

Property:

Address:

Office Number:

Fax Number:

Email:

Special Instructions:

Managers Signature

Today's Date

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