

CONTRACT PROCEDURE

ASCEND SOUTH CREEK AT 3060 SOUTHCREEK BLVD
ORLANDO FL 32824<<OCSO/WETHERBEE>> APPROVED
ON 06/20/22

PH (407) 451-1790

COUNTY CONTRACT

- ☐ RECEIVED APPLICATION _____/____
- ☐ FAXED FOR SIGNATURES _____/____
- ☐ RECEIVED _____/____
- ☐ SIGN REQUEST _____/____
- ☐ SIGN DELIVERED _____/____
- ☐ CARD MADE _____/____
- ☐ FILED IN CABINET _____/____

CITY CONTRACT

- ☐ RECEIVED APPLICATION _____/____
- ☐ FAXED FOR SIGNATURES _____/____
- ☐ RECVD/OPD
- ☐ SIGN DELIVERED _____/____
- ☐ CARD MADE _____/____
- ☐ FILED _____/____

SAM'S TOWING D.B.A AIRPORT TOWING SERVICE

4507 E WETHERBEE RD ORLANDO FL 32824

407-855-7777 atstowingcontracts@gmail.com

Contract must be returned with Attachment A Duly Authorized agent, if not completed per instructions. It will only further delay the process

*******DIGITAL SIGNATURES ARE NOT ACCEPTED*****PLEASE USE BLACK INK**

ACTUAL PROPERTY NAME: ASCEND SOUTH CREEK

PROPERTY ADDRESS: 3060 SOUTHCREEK BLVD ORLANDO FL 32824

This should be the ACTUAL NAME OF THE PROPERTY YOU ARE TOWING FROM – IF A VACANT BUSINESS OR LOT, PUT VACANT BUSINESS OR LOT – IF AN UNNAMED PROPERTY, PUT UNNAMED PROPERTY. DO NOT LIST A PROPERTY MANAGERS NAME OR COMPANY – IT GOES BELOW.

Property Owner/Management Co. or Agent Name: ASCEND SOUTH CREEK

Mailing Address: 3060 SOUTHCREEK BLVD ORLANDO FL 32824

Telephone#: (407)451-1790

Facsimile #: () -

Email Address: CDSOUTHCREEK@LIVERANGEWATER.COM

(AIRPORT TOWING), hereinafter referred to as "Towing Service", and the above listed company, hereinafter referred to as "Property Representative" hereby enter into the following Agreement for the provision private property / trespass towing and agree as follows:

1. This NON-EXPIRING Agreement shall commence on the DAY 14 TH of JUNE 2022 and shall be terminated at any time for ANY reason by either party with 30 days written notice by certified mail. All amendments to this Agreement shall be in writing and signed by both parties.
2. By this Agreement, the Property Representative authorizes the Towing Service to remove any unauthorized vehicle/vessel or other abandoned property, hereinafter referred to as "Trespass Towing" parked on the listed property address, hereinafter referred to as "Premises".
3. Trespass Towing from the Premises shall be authorized only on demand of property owner/duly authorized agent who must authorize EACH tow via a signed towing invoice or send an email requesting the trespass tow, documenting the vehicle information and the reason for the trespass tow request. ROAM TOWING (APPLIES TO STUDENT HOUSING ONLY) is in effect midnight to 7:00 a.m. ONLY AS ALLOWABLE BY COUNTY CODE. Trespass Towing is authorized 7 (seven) days a week, 24 (twenty-four) hours a day. Exceptions (if any): _____
4. Any vehicle(s) Trespass Towed from the Premises shall be towed to the Towing Service location listed, which is a **lighted, fenced and secured location (meeting the requirements of the ordinance)**, no more than 10 miles from the origination of the tow.
Towing Service Impound Address: 4507 E. WETHERBEE RD ORLANDO FL 32824
5. The parties agree that all fees paid by the vehicle's owner or operator for the tow shall comply with provisions of Chapter 713.78 and 715.07 of the Florida Statutes and also Division III, Article II, Chapter 35 of the Orange County Code, and in accordance with Sec. 35-58, Establishment of rates – see attached.
6. Signs will be posted at every entrance (1) # of entrances) and are placed in accordance with Orange County Code Sec 35-56 (c) Signage (1) and shall state as follows: "TOW AWAY ZONE, STRICTLY ENFORCED 24 HOURS, 7 DAYS A WEEK. UNAUTHORIZED VEHICLES OR VESSELS WILL BE TOWED AT OWNER'S EXPENSE. TOW COMPANY NAME AND PHONE #, CHAPTER 35, ORANGE COUNTY CODE AND SECTION 715.07, FLORIDA STATUTES. For more information, go to www.ocfl.net/parking or scan this code. Signage fee is \$76.00 per entrance

7. The Property Representative affirms that he/she is the Owner or the Tenant of the Premises or the Agent of the Owner or Tenant and has the authority to enter into this Agreement.
8. Towing Service will provide and install all Trespass Towing Signs. It is the responsibility of the Property Representative, Agent and/or authorized representative(s) to maintain Trespass Towing sign(s) according to the Statutes listed in Section 10 (ten) below to include trimming foliage away from the signage to ensure they are clearly visible at all times. Property Representative and/or authorized representative(s) also agree to notify Towing Service if damage or wear occurs so that the signs may be replaced. Fee for replacement is \$56.00 per sign.
9. The parties to this Agreement shall be governed by and shall comply with the provisions of Florida Statutes 713.78 and 715.07, as well as Orange County Towing Ordinance 2014-24 (Chapter 35).
10. In undertaking to remove and store vehicles/vessels according to the Florida State Statutes and Orange County Towing Ordinance listed above in #9, Property Representative agrees to hold said Towing Service harmless from loss or damage or expense from any claim which may arise out of such removal of vehicle or vessel, providing they have exercised reasonable care in accordance with Florida State Statute 715.07.
11. By signing this Agreement, the parties agree that they have read and are in compliance with the Statutes and County Ordinance listed in #9 above.
12. If you sign the agreement page, you must also sign & complete the attachment A Duly authorized.
13. Property managers & owners it is your responsibility to inform me of changes in personnel on the agreement, change of email addresses or property name change. All plaza contracts must submit change of businesses on site. Please be advised to make changes it will take 10-15 business days for the approval. If new management comes in, please inform me so this can be revised, revision approval takes 10-15 business days for approval.
14. Requesting a tow, provide the following, Property name, vehicle make, model, tag #, reason for tow, location and giving permission to tow, it must be sent by email address on the towing agreement...Or you must sign the invoice

Julie Smith

(Printed) Property Owner/Agent Name

(Signature) Property Owner/Agent Name

06/15/22

Date

Jay Simon

(Printed) Towing Service Representative Name

(Signature) Towing Service Representative Name

06-16-22

Date

Attachments required to complete Towing Agreement:

Agreement page (2)

Attachment A – Duly Authorized Agent list

ATTACHMENT A - DULY AUTHORIZED AGENTS

DIGITAL SIGNATURES NOT ACCEPTED

YOU MUST UPDATE THIS EVERY TIME THERE IS A CHANGE IN DULY AUTHORIZED AGENTS

(AIRPORT TOWING SERVICE)

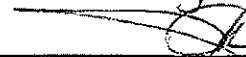
NAME OF PROPERTY: ASCEND SOUTH CREEK

ADDRESS: 3060 SOUTHCREEK BLVD ORLANDO FL 32824

PLEASE LIST BELOW ALL DULY AUTHORIZED AGENTS TO INCLUDE THE PROPERTY REPRESENTATIVE AND THEIR INDIVIDUAL EMAIL THEY WILL UTILIZE TO AUTHORIZE A TOW. IF A SECURITY COMPANY IS USED, LIST THE PRIMARY EMAIL OF THE SECURITY COMPANY. HOWEVER, FOR EACH TOW THEY AUTHORIZE, THE GUARD MUST LIST THEIR COMPANY NAME, PRINTED INDIVIDUAL NAME, SIGNATURE AND BADGE # ON THE INVOICE. PERSON SIGNING THE TOWING AGREEMENT MUST BE LISTED IF THEY WILL BE AUTHORIZING TOWS. PLEASE ENSURE ALL EMAIL ADDRESSES ARE LEGIBLE.

PRINTED NAME: Julie Smith SIGNATURE: 

EMAIL USED TO AUTHORIZE TOW: CDSouthcreek@liverangewater.com

PRINTED NAME: Juan Almenar SIGNATURE: 

EMAIL USED TO AUTHORIZE TOW: SDSouthcreek@liverangewater.com

PRINTED NAME: _____ SIGNATURE: _____

EMAIL USED TO AUTHORIZE TOW: _____

PRINTED NAME: _____ SIGNATURE: _____

EMAIL USED TO AUTHORIZE TOW: _____

PRINTED NAME: _____ SIGNATURE: _____

EMAIL USED TO AUTHORIZE TOW: _____

PRINTED NAME: _____ SIGNATURE: _____

EMAIL USED TO AUTHORIZE TOW: _____

PRINTED NAME: _____ SIGNATURE: _____

EMAIL USED TO AUTHORIZE TOW: _____

PRINTED NAME: _____ SIGNATURE: _____

EMAIL USED TO AUTHORIZE TOW: _____

PRINTED NAME: _____ SIGNATURE: _____

UPDATED

AGREEMENT FOR STICKER AND AUTO TOW

Airport Towing Services and Ascend South Creek enter into the following agreement for the provision of towing services and agree to as follows:

- 1) This agreement shall terminate at any time upon written notification from either the property representative or the towing service. Agreement length is open and will automatically renew if not terminated in writing by certified mail.
- 2) By this agreement, Ascend South Creek authorizes the towing service to remove any unauthorized vehicles (hereinafter referred to as "Trespass Towing") parked on the following property; Ascend South Creek 3060 Southcreek Blvd Orlando FL 32824
- 3) Trespass towing shall be authorized twenty four (24) hours per day, seven (7) days per week. Any request to not tow shall be emailed to kimrowland04@gmail.com & airporttowing@gmail.com
- 4) Any vehicle trespass towed from the Premises shall be towed to Airport Towing located at: 6690 East Colonial Dr Orlando, FL 32807
X 4507 East Wetherbee Rd Orlando, FL 32824
- 5) The property representative affirms that he/she is the owner/tenant or the agent for the owner/tenant and has the authority to enter into this agreement.
- 6) The parties to the agreement agree that all fees are to be paid by the vehicle owner/operator. All fees shall be in accordance with chapters 713 and the Florida Statutes.
- 7) The parties to this agreement shall be governed by and shall comply with the provisions of chapter 713 and 715 of the Florida Statutes.
- 8) The parties, by signing this agreement, stipulate that they have read and understand the Ordinances and Statutes listed in line 7 above.

NO NIGHT TIME STICKERING or WEEKENDS Hours of Patrol _____

"S"=Sticker "A"=Automatic Tow

<u>X</u> Illegally Parked <u>S/A</u>	<u>X</u> Invalid/Expired Tag <u>S/A</u>	<u>X</u> Flat Tire <u>S/A</u>
<u>X</u> Inoperable <u>S/A</u>	<u>X</u> Abandoned <u>S/A</u>	<u> </u> For Sale <u>S/A</u>
<u>X</u> No Tag <u>S/A</u>	<u>X</u> Doubled Parked <u>S/A</u>	<u> </u> No Parking Permit <u>S/A</u>
<u>X</u> Parked in Fire Lane <u>S/A</u>	<u>X</u> Parked on Grass <u>S/A</u>	<u> </u> No Backed In Parking <u>S/A</u>
<u>X</u> Parked in Handicapped Spot without a Permit <u>S/A</u>	<u> </u> Resident Parked in Guest Parking <u>S/A</u>	
<u>X</u> Parked In Front of Compactor/Dumpster <u>S/A</u>	<u> </u> Residents may call with proof of reserve spot. <u>S/A</u>	

OTHER: _____

Property Representative



Dated: 6/15/22

Location 1:

3060 southcreek blvd orlando fl 32824

Location 2:

4507 E WETHERBEE RD ORLANDO

Calculate as the crow flies

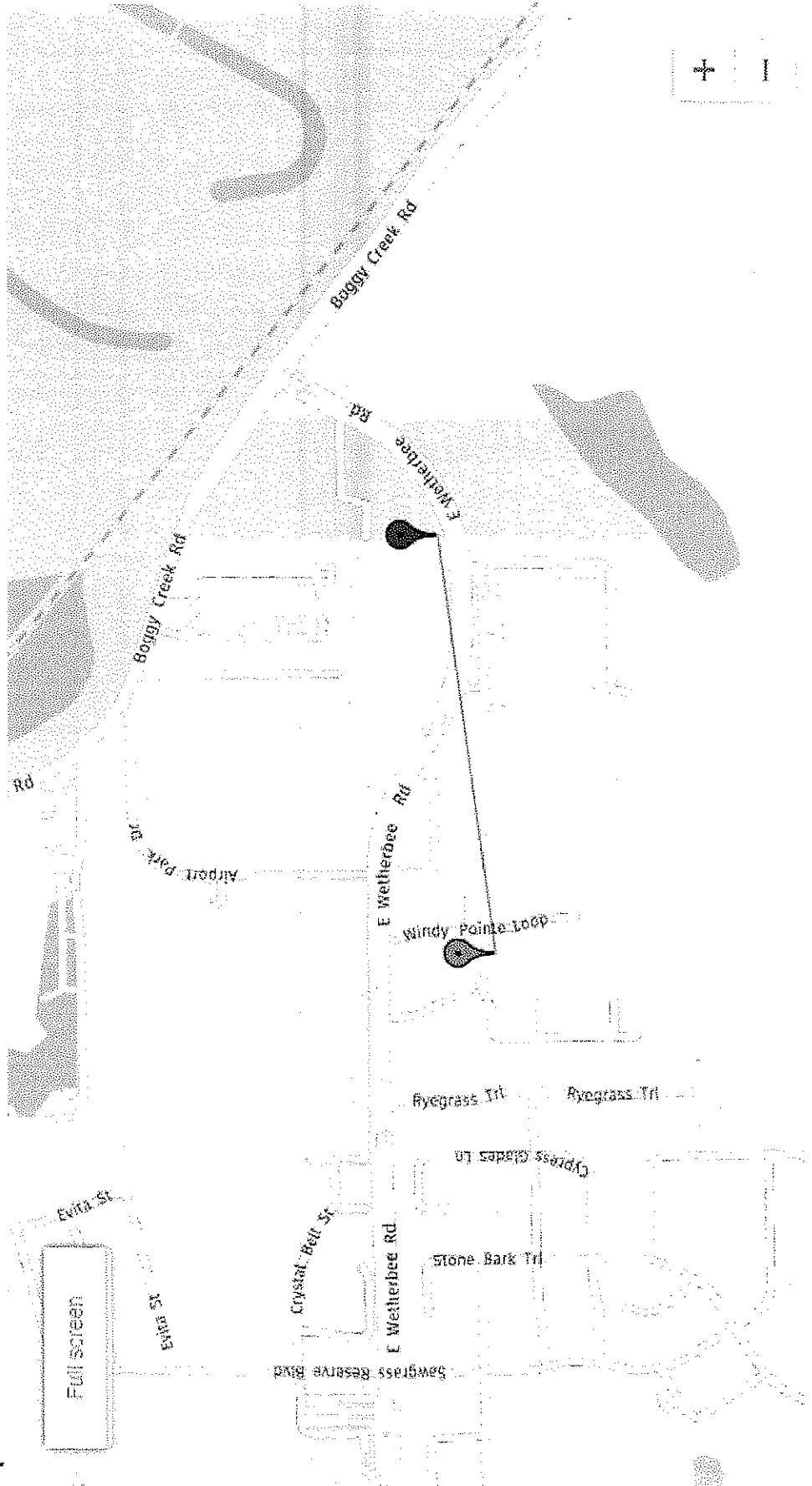
Calculate driving distance

As the crow flies: 0.7 km (0.4 miles)

Start location: 28.391495, -81.335782

End location: 28.39232, -81.32901

Full screen



24 HOURS
A DAY
NOV AWA
ZONE
7 DAYS
A WEEK

UNAUTHORIZED VEHICLES OR
VESSELS WILL BE TOWED
AT OWNER'S EXPENSE

FLORIDA STATE STATUTE 715.07

STRICTLY ENFORCED

CHAPTER 39 ORLANDO CITY CODE IF IN CITY LIMITS
IF IN ORANGE COUNTY CHAPTER 35 COUNTY CODE
AIRPORT TOWING 407-855-7777

FOR MORE INFORMATION GO TO **WWW**



