

Auto Assistance & Towing LLC

Professional Towing Services • Licensed & Insured • Florida

VEHICLE TOWING SERVICE AGREEMENT & RELEASE OF LIABILITY

Date: 2026-02-22 Time: 17:30

Order #:

Driver:

I. CUSTOMER INFORMATION

Full Name: Reynaldo De Jesus Ramirez

DL #: State: DOB: 2004-05-24

Address: 428 bayon tree cicle

City, ST, ZIP:

Phone: Email:

II. VEHICLE INFORMATION

Year: Make: Model: Color:

Plate: ST: Odometer: Insurance:

VIN:

III. SERVICE DETAILS

Pick-up:

Destination:

Reason:

IV. PRE-EXISTING DAMAGE

⚠ LEGALLY BINDING WAIVER - READ CAREFULLY ⚠

By signing below, you release the Company from liability for damage/loss EXCEPT in cases of gross negligence or willful misconduct.

BY SIGNING, I ACCEPT ALL TERMS & CONDITIONS

CUSTOMER SIGNATURE:



Print: Reynaldo De Jesus Ramirez

Date: 2026-02-22

COMPANY REPRESENTATIVE:

**AUTO ASSISTANCE
& TOWING**

Print: Auto Assistance & Towing LLC

Date: 2026-02-22

Auto Assistance & Towing LLC

1329 W Pine St, Orlando, FL 32805

(321) 999-4693 | admin@autoassistancetowing.com

Licensed & Insured - Florida

TERMS AND CONDITIONS

Auto Assistance & Towing LLC

1. AUTHORIZATION

I authorize Auto Assistance & Towing LLC ("Company") to tow the vehicle described. I am the owner or authorized agent and agree to pay all fees per the posted rate schedule.

2. LIMITATION OF LIABILITY

Company exercises reasonable care but is NOT liable for vehicle damage or property loss **EXCEPT** for damage directly caused by Company's **gross negligence or willful misconduct**. Excluded: pre-existing damage, mechanical failures, weather/road hazards, low-clearance/modified vehicles, spoilers/undercarriage, personal property, compliance with law enforcement, tires/suspension unless from gross negligence.

3. PERSONAL PROPERTY

I am solely responsible for removing all belongings. Company is NOT responsible for any loss, theft, or damage to items left in vehicle. No duty to safeguard personal property.

4. VEHICLE CONDITION

I documented pre-existing damage above. Company conducts brief visual inspection but cannot identify all defects. Damage claims must be reported immediately upon delivery and directly attributable to Company's handling. Claims not reported within 24 hours will not be considered.

5. RELEASE & WAIVER

I hereby **RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE** the Company from all liability, claims, demands, actions, and damages arising from towing services, **EXCEPT** those directly from Company's **gross negligence or willful misconduct**.

6. INDEMNIFICATION

I agree to **INDEMNIFY and HOLD HARMLESS** the Company from third-party claims relating to towing my vehicle, including claims from: failure to prepare/secure vehicle, failure to remove property, undisclosed vehicle conditions, lack of authority, or pre-existing conditions.

7. PAYMENT & LIENS

I agree to pay all charges at time of service or delivery. Company has statutory lien rights under Florida Statute §713.585 and may retain vehicle until paid in full. Returned checks incur additional fees. Interest may accrue at maximum legal rate.

8. STORAGE & ABANDONMENT

Daily storage fees apply per posted schedule from arrival, including weekends/holidays. If vehicle unclaimed within 30 days, it may be deemed abandoned and disposed per Florida Statute Chapter 713, including public auction. I waive notice beyond that required by law.

9. KEYS & ACCESS

I provide all keys/codes. If unavailable, I authorize transport without keys, understanding additional

charges may apply and protective measures may not be possible, increasing incidental damage risk.

10. INSURANCE

I maintain appropriate vehicle insurance. Company maintains required commercial liability and garage keepers insurance. Coverage does not apply to towed vehicle damage except when directly caused by Company's gross negligence or willful misconduct.

11. DISPUTE RESOLUTION

Disputes subject to good faith negotiation, then binding arbitration per American Arbitration Association rules in Company's county. Company liability limited to lesser of: (a) vehicle actual cash value per NADA/KBB, or (b) \$5,000. No indirect, consequential, special, or punitive damages.

12. SEVERABILITY

If any provision is unenforceable, it shall be limited/eliminated minimally so remainder stays in full force.

13. GOVERNING LAW

Governed by Florida law. Actions brought exclusively in Company's county courts. All parties consent to jurisdiction.

14. ENTIRE AGREEMENT

This Agreement (front & back) is the complete agreement, superseding all prior understandings. Modifications must be in writing signed by both parties. No verbal modifications.

15. ACKNOWLEDGMENT

I have read this entire Agreement, had opportunity to ask questions and seek counsel. I understand all provisions and voluntarily agree. I acknowledge this contains release of liability and indemnification provisions limiting my legal rights.

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