

TOWING SERVICES AGREEMENT

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This Towing Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[TOWING COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [TOWING COMPANY ADDRESS] ("**Towing Company**" or "**Provider**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE / INDIVIDUAL] of [CLIENT ADDRESS] ("**Client**").

Towing Company and Client are each a "**Party**" and together the "**Parties**."

Recitals. Towing Company is in the business of providing towing, recovery, and roadside-assistance services. Client wishes to engage Towing Company to provide those services, either for Client's own vehicles or, where Client is a business or property owner, for vehicles on Client's behalf, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Services

1.1 Services. Towing Company will provide towing, recovery, transport, and related roadside-assistance services (the "**Services**") for the vehicles and locations the Parties agree, as described in this Agreement and in any service request or work order that references it.

1.2 Types of service. The Services may include [light-duty towing, medium- and heavy-duty towing, accident recovery, winching, jump-starts, lockout assistance, tire changes, fuel delivery, and impound or storage], as the Parties specify.

1.3 Service requests. Client will request Services by [phone / dispatch system / written work order]. Each accepted request is performed under this Agreement. [For property-owner or law-enforcement towing, describe the authorization process and any signage or notice requirements.]

1.4 Coverage area and availability. Towing Company will provide Services within [DESCRIBE SERVICE AREA] and during [HOURS, e.g. 24/7 / business hours], with a target response time of approximately [NUMBER] minutes, subject to traffic, weather, and call volume.

2. Provider Qualifications and Compliance

2.1 Licensing and authority. Towing Company represents that it holds and will maintain all licenses, permits, registrations, and authority required to provide the Services in the jurisdictions where it operates.

2.2 Equipment. Towing Company will use properly maintained, inspected, and appropriate towing and recovery equipment suited to the vehicles being towed, and will operate it safely.

2.3 Operators. Towing Company will use only qualified, properly licensed operators who are trained to perform the Services safely and lawfully, and will be responsible for their selection, supervision, and conduct.

2.4 Compliance with law. Towing Company will comply with all applicable laws governing towing, recovery, vehicle storage, and impound, including any laws governing non-consensual or property-owner-authorized tows, notice to vehicle owners, maximum rates, and release procedures. Local law controls where it differs from this Agreement, including rate caps and notice requirements that vary by jurisdiction.

3. Fees and Payment

3.1 Rates. Client will pay the rates and charges set out in the attached **Schedule A**, which may include a hook-up or service-call fee, per-mile towing charges, recovery and labor charges, after-hours surcharges, and storage fees.

3.2 Storage charges. Where Towing Company stores a vehicle, daily storage charges accrue at the rate in Schedule A from the date of tow until the vehicle is released, subject to any maximum rate or accrual limit set by applicable law.

3.3 Invoicing and payment. Towing Company will invoice Client for Services performed. Client will pay each undisputed invoice within **[NUMBER]** days of the invoice date, or, for cash or retail tows, at the time of service or vehicle release.

3.4 Late payment. Amounts not paid when due accrue interest at the lesser of **[RATE]** or the maximum rate permitted by applicable law, from the due date until paid.

3.5 Disputed charges. Client will pay all undisputed amounts on time and will notify Towing Company in writing of any disputed charge within **[NUMBER]** days, describing the basis for the dispute. The Parties will work in good faith to resolve disputes.

4. Vehicle Custody, Liens, and Release

4.1 Custody and care. Towing Company will take reasonable care of each vehicle in its custody and will store towed vehicles in a secure location. Custody begins when the vehicle is hooked or loaded and ends when it is released or delivered.

4.2 Possessory lien. To the extent permitted by applicable law, Towing Company may assert a lien on a towed or stored vehicle for unpaid towing and storage charges, and may enforce that lien only through the process and notice that applicable law requires.

4.3 Release procedure. Towing Company will release a vehicle to its owner or an authorized person on payment of charges due and presentation of proof of ownership or authority, following any release procedure required by applicable law.

4.4 Inspection and condition. Where practical, Towing Company will document the condition of a vehicle at the time of tow. Client or the vehicle owner should inspect the vehicle promptly at release and report any claimed damage.

5. Authorization and Owner Notice

5.1 Authorization. Client represents that it is authorized to request the tow of each vehicle it tenders, whether as the owner, the operator, the property owner, or an authorized agent, and will provide any required authorization or work order.

5.2 Property-owner and non-consensual tows. For tows from private property at the property owner's request, the Parties will follow all applicable signage, authorization, photo, notice, and reporting requirements, which vary by jurisdiction. Towing Company will not tow a vehicle without proper authorization.

5.3 **Owner notice.** Where required, Towing Company will provide notice to the vehicle owner, lienholder, or relevant authority within the time and in the manner applicable law requires, including notice of the location of the vehicle and the charges due.

6. Liability and Risk

6.1 **Standard of care.** Towing Company will perform the Services with reasonable skill and care consistent with industry standards and will be liable for damage to a vehicle caused by its negligence or improper handling during the tow or storage.

6.2 **Limitation of liability.** Except for damage caused by Towing Company's gross negligence or willful misconduct, Towing Company is not liable for indirect, incidental, special, or consequential damages, including loss of use, and its aggregate liability for any incident will not exceed **[the cost of repair / the fair market value of the vehicle / \$[AMOUNT]]**, to the extent permitted by law.

6.3 **Personal property.** Towing Company is not responsible for personal property left in a towed vehicle, except to the extent caused by its negligence, and recommends that owners remove valuables before or promptly after a tow.

6.4 **Pre-existing condition.** Towing Company is not responsible for mechanical conditions or damage that existed before the tow, or for damage that cannot be avoided given the condition or position of the vehicle, where it has acted with reasonable care.

7. Insurance

7.1 **Provider insurance.** Towing Company will maintain, at its expense: (a) commercial automobile liability insurance; (b) garage keepers or on-hook coverage for vehicles in its custody; and (c) workers' compensation as required by law, each with limits of at least **[\$AMOUNT]** or as Schedule A specifies.

7.2 **Evidence.** Towing Company will provide a certificate of insurance on Client's request and, where the Parties agree, will name Client as an additional insured.

8. Indemnification

8.1 **By Towing Company.** Towing Company will indemnify and hold Client harmless from third-party claims for bodily injury, death, or property damage to the extent caused by Towing Company's negligent or wrongful performance of the Services.

8.2 **By Client.** Client will indemnify and hold Towing Company harmless from claims arising from Client's unauthorized tow request, inaccurate information, or wrongful acts, except to the extent caused by Towing Company's negligence or willful misconduct.

8.3 **Procedure.** The indemnified Party will give prompt written notice of a claim, allow the indemnifying Party to control the defense of claims it indemnifies, and provide reasonable cooperation.

9. Term and Termination

9.1 **Term.** This Agreement begins on the Effective Date and continues for **[NUMBER] [months / years]**, and then renews for successive **[periods]** unless either Party gives written notice of non-renewal at least **[NUMBER]** days before the end of the then-current term.

9.2 **Termination for convenience.** Either Party may terminate this Agreement for convenience on **[NUMBER]** days' prior written notice.

9.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER]** days after written notice, or immediately if Towing Company's required license or insurance lapses.

9.4 **Effect of termination.** Termination does not relieve either Party of obligations accrued before termination, including payment for Services performed, release of vehicles in custody, and resolution of pending claims.

10. General Provisions

10.1 **Independent contractor.** Towing Company is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship, and Towing Company's operators are not Client's employees.

10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

10.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.4 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

10.5 **Entire agreement; amendment.** This Agreement, together with Schedule A and any work orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWING COMPANY

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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