



Noblesville Storage Lot
16567 River Ave.
Noblesville, IN 46062

Carmel Storage Lot
508 S. Rangeline Rd
Carmel, IN 46032

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 20__, by and between Preferred Towing & Recovery, an Indiana corporation (“Preferred”), and _____ (“Customer”).

Recitals

WHEREAS, Preferred is engaged in the business of towing and impounding motor vehicles.
WHEREAS, Customer is the owner or manager of real property located at _____ (the “Property”);

WHEREAS, Customer wants to, and by this agreement does, retain Preferred to perform certain towing and impound services for Customer at the Property;

NOW, THEREFORE, Preferred and Customer agree as follows:

I. Services

Customer shall contact Preferred whenever a vehicle is on the Property without the permission of Customer, and Customer desires to have the vehicle removed from the Property. The decision whether to remove a vehicle from the Property, and whether the vehicle can be legally removed from the Property, rests solely with the Customer. Upon receiving notification from the Customer that a vehicle needs to be removed from the Property, Preferred will, within a reasonable time and as soon as reasonably practicable, remove the vehicle from the Property and impound the vehicle at its facility. The owner of the vehicle towed from the Property shall be responsible for the cost of towing and impoundment, unless otherwise set forth herein.

II. Indemnity

Customer agrees to indemnify, defend and hold Preferred harmless from and against any and all liabilities, obligations, assessments, suits, proceedings, actions, claims, demands and damages (including attorney fees) incurred by Preferred arising out of any improper request by Customer that Preferred remove and impound a vehicle from Customer’s property. This agreement does not require indemnity for any physical damage done to vehicles while in the possession of Preferred.

Signed this ____ day of _____, _____

Authorized Representative
Preferred Towing & Recovery

Customer, Authorized Rep.

Printed Name, Title