

STATE OF NORTH CAROLINA
COUNTY OF MACON

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between THE TOWN OF FRANKLIN, a body politic of the State of North Carolina (hereinafter the "Town"), whose mailing address is PO Box 1479, Franklin, NC, 28744; and _____, a [(choose as appropriate): corporation/LLC/LLP formed under the laws of the state of North Carolina/sole proprietorship of the state of North Carolina], (hereinafter the "Towing Company"), the principal mailing address of which is _____; all of Macon County, North Carolina;

WHEREAS the Board of Aldermen for the Town duly adopted at its regular meeting on December 3, 2012, an ordinance providing for the towing and disposition of junked, abandoned and nuisance vehicles within the Town's limits (hereinafter the "Junk Car Ordinance"); and

WHEREAS the Junk Car Ordinance provides that "The Town may, on an annual basis, contract with private tow truck operators or towing businesses to remove, store, and dispose of abandoned vehicles, nuisance vehicles and junked motor vehicles in compliance with this chapter and applicable state laws;"

W I T N E S S E T H:

THAT for and in consideration of the promises made herein, and for the further consideration of fees to be collected by the Towing Company, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

Licensed, bonded, (both attached), indemnify, pursuit of liens, no partnership/joint venture/employment; keep payment of Town taxes/utilities current. Termination at will, no suit.

1. **Towing Company called on rotation.** When duly authorized personnel of the Town identify vehicles that are subject to towing pursuant to the Junk Car Ordinance, such personnel will contact the Towing Company and other towing companies participating in enforcement of the Junk Car Ordinance on a rotating basis. The Town will maintain a list of participating towing companies, and update the same when necessary from time to time, in the Town's sole discretion. The Towing Company shall be solely responsible for insuring that the Town has its correct contact information.
2. **On-call response; towing and storage.** The Towing Company agrees, to the best of its availability and ability to do so, to respond to calls for towing and storage services from Town personnel. In the event that the Towing Company is not available or otherwise unable to respond to such call, the Town will contact the next participating towing company on its list.
3. **Liens.** Vehicles towed pursuant to this Agreement are to be towed and stored in accordance with the Towing Company's usual business practices. Payment of costs and fees associated with towing and storage are the responsibility of the vehicle's owner. The Towing Company agrees that it will, at its sole cost and without any assistance, contribution, or other participation of any kind by the Town, its agents or employees:
 - a. Pursue collection of all costs fees against the owners of vehicles towed and/or stored pursuant to this Agreement;
 - b. Perfect and execute liens on such vehicles pursuant to North Carolina General Statutes Chapter 44A; and
 - c. Pursue any other rights and/or remedies that it may have pursuant to state law.
4. **Licensure, bonding, insurance; compliance with state law.** The Towing Company affirms that it is fully licensed, bonded, and insured, and otherwise fully in compliance with North Carolina laws and regulations regarding the towing and storage of vehicles; the Towing Company agrees to furnish the Town with proof of the same upon request.

5. **Indemnification.** The Towing Company agrees, for itself, its successors, its heirs if any, and its assigns, to indemnify and hold harmless the Town, its agents and employees, for any loss, damages, suit or other cause of action arising out of or connected with the Towing Company's provision of services pursuant to this Agreement, whether sounding in tort or contract, and whether caused by the negligence, gross negligence, or willful act of the Towing Company, its agents or employees.

6. **Inspection of records.** The Towing Company will make its records of any vehicles towed or stored pursuant to this Agreement available for inspection by the Town or its designee, during usual hours of business and upon reasonable notice.

7. **Independent contractor; no joint venture.** Nothing in this agreement shall be construed as creating any business relationship between the Town and the Towing Company and the parties hereby disclaim any partnership, joint venture, or any other business relationship of any kind. The Towing Company is an independent contractor and solely responsible for its activities.

8. **Use of name, logos.** Towing Company may not and will not use the name, logos, or any other representation of the Town without the express prior written permission of the Board of Aldermen.

9. **Payment of other debts to Town.** The Towing Company represents that it is current on all debts owed to the Town, and further agrees at all times to remain current on payment of any such debts, including but not limited to business license taxes, real property taxes, personal property taxes, and utility fees for water and/or sewer service.

10. **Term; termination.** The term of this Agreement shall be for one year. Unless terminated by either party pursuant to this section, the Agreement shall be renewed for successive one year terms. This Agreement may be terminated by either party upon 10 days written notice.

IN WITNESS WHEREOF, the Town has caused this Agreement to be executed in its behalf by its Town Manager, and the Towing Company has caused this Agreement to be executed by its duly authorized officer or agent.

TOWN OF FRANKLIN

Date

Sam Greenwood, Town Manager

_____ TOWING COMPANY

Date

By:
Title: