

## TOWING SERVICE AGREEMENT

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Chillicothe, Missouri, hereinafter referred to as "City and \_\_\_\_\_, Chillicothe, MO., hereinafter referred to as "Contractor".

1. Contractor agrees to provide all service necessary and requested by the City with respect to "Police Ordered Tows" with said services to be provided to the City at the request of the City 24 hours per day, 365 days per year, including holidays and the City hereby agrees to accept and pay for services requested pursuant to the terms of this Contract and all provisions of the Bid Form and Invitation to Bid (General Terms and Conditions), copies of which are attached hereto as Exhibit A and incorporated herein by reference as if more fully stated herein.
2. The Contractor understands and agrees that this contract covers only "Police Ordered Tows" which are defined as follows:
  - a. Abandoned vehicles;
  - b. Illegally parked vehicles;
  - c. Impounded vehicles;
  - d. Wrecked vehicles, where the owner/driver, for whatever reason, is not capable of requesting tow service;
  - e. The tow services requested by the owner/driver is unable to respond or the indicated response time is not reasonable under the circumstances, e.g. need to clear the roadway as soon as possible; or
  - f. The owner/driver does not select a tow service after requested to do so by the police. Contractor understands that the police will provide a list of all tow services to owner/driver to select from. Only if the owner/driver does not select a tow service, will the police contact Contractor for tow service.
3. The Contractor shall furnish the service at the sum set in the Contractor's proposal and executed by the Contractor, which is attached hereto as Exhibit A and incorporated by reference as if more fully set forth herein.
4. It is understood and agreed by the parties the term of this Agreement is for a period of one (3) year, beginning \_\_\_\_\_ through \_\_\_\_\_, unless terminated under the terms hereof. Either party to this contract shall have the right to

terminate same upon provided thirty (30) days notice to the other party at the address set forth herein. City may terminate this contract upon forty-eight (48) hours notice: (i) if the contractor fails or refused to perform a tow within a reasonable time when requested by the Police, or (ii) if Contractor breaches this Contract in any other respect and Contractor fails to cure such breach within twenty-four (24) hours of mailing of notice of breach by the City.

5. Contractor also understands and agrees that the services provided by the Contractor to the City are not exclusive as to tows for which Contractor lacks proper equipment, or as to tows not within the definition of "Police Ordered Tows" in paragraph one (1) above and the City may, at its opinion, contract for such other services as it deems necessary.
6. Any notices required herein shall be sent to the following addresses:

**To the City:**

City Clerk  
Chillicothe City Hall  
715 Washington Street  
Chillicothe, MO 64601

**To the Contractor:**

7. It is understood that this contract is not assignable by either party.
8. The City agrees that if it orders Contractor to tow vehicles to the City Police Department or other locations other than Contractor's Lot for impoundment that the vehicle will not be release without requiring payment to Contractor for services.
9. The City agrees to provide to Contractor an "Authorization to Tow" form on any abandoned vehicle towed under this Contract pursuant to §304.155 RSMo, 200.
10. In the event Contractor fails to respond within a reasonable time (defined in "Exhibit A") without just cause to any request by the City for tow service under this contract in addition to all other remedies, the Contractor shall reimburse the City for the cost to the City, if any, of any other tow service used by the City to provide the services called for by the Contract.
11. This contract shall be the subject to the provisions of all municipal, state and federal laws.

IN WITNES WHEREOF, the parties have executed this contract at Chillicothe, Missouri the day and years first above written.

CITY OF CHILLICOTHE, MISSOURI

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Tereasa Kelly, Mayor

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Contactor

ATTEST:

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Amy Hess, City Clerk