

AGREEMENT FOR PRIVATE PROPERTY IMPOUNDS

PER FLORIDA STATUTE 715.07

This agreement is entered this 15th day of May, 2008 between

Ascension Auto Service

4612 N Lois Ave

Tampa Fl 33614

(813)874-5933 ~ fax (813)673-8541

And Qual Run Condominium Association, Inc.

The physical address of the property to which binding agreement refers is as follows:

15123 Zambita Road

Hillsborough County, Florida _____

This binding agreement gives ASCENSION AUTO SERVICE the authority to enter upon said property and remove any vehicles which is deemed unauthorized, abandoned, illegally parked or inoperable. _____ initials.

The exclusive use of ASCENSION AUTO SERVICE by the party named above shall commence on the

15 day of May, 2008 and this contract shall remain in full force. See section 2, 10, and 11 for termination.

ASCENSION AUTO SERVICE will assume all responsibilities in the notification of law enforcement agencies in reporting the impoundment of such vehicles per FL. Stat. 715.07 and 713.78.

Any changes in parking enforcement procedures, such as placing the property on a temporary hold, additional vehicles allowed to park, or enforcement times not included on the original binding agreement and/or addendum must be faxed and confirmed. It is your responsibility to be sure the dispatch office is aware of changes so mistakes do not happen.

I certify that I am authorized to execute this binding agreement on behalf of the property owner, and/or Management Company with ASCENSION AUTO SERVICE.

x [Signature]

Authorized Signature

269-5230

Phone Number

x Kerina Mc Murray

Printed Name and Title

Qual Run

Company Name

x _____

Agent for ASENSION AUTO SERVICE

Printed Name

Amendment for Private Property Agreement

Authorized Names:

Main Contact: Wise Property Mgmt. Title: Property Managers Phone: 813-968-8998
 Contact: _____ Title: _____ Phone: _____
 Contact: _____ Title: _____ Phone: _____
 Contact: _____ Title: _____ Phone: _____

(For patrol, direct violations) Start Enforcement Time: 7:00 AM/PM Stop Enforcement Time: 7:00 AM/PM

(Circle service types and Initial all approved reasons for which vehicles may be towed).

CALL

PATROL

TAG

1. NO valid permit, NO valid resident, tenant, or expired visitors permit.
2. Tow away zone, sign posted and/or pavement markings
3. Abandoned/inoperable vehicle: Flat tire(s), vehicle on jacks, blocks, missing wheels, major parts, ^{immediately} ~~remained parked in same location for longer than 24 hours~~, expired inspection or license plates. If tag required, length of warning: 24 hr notice
4. Fires Lane. Vehicle parked in a designated fire lane.
5. Security Officer may call to have vehicle removal.
6. Management request and a abandoned vehicle removal.
7. Vehicle wrecked or inoperable.
8. No tractor, trailer, or large (over 1 ton) commercial vehicles parked on property.
9. Vehicles parked on grass, off pavement, or landscaping.
10. Vehicles parked in handicap space, ramp or unloading zone with no handicap permit.
11. Vehicle blocking or parked in Isle or roadway.
12. NO after hours parking (vehicle parked on property after business is closed) or (same as no overnight parking).
13. Hindering access. Blocking dumpster, building entrances, loading docks or zones, etc...
14. Vehicle taking up two (2) parking places.
15. For sale vehicle. Vehicle is parked out front displaying a for sale sign. Tow immediately.
16. Vehicle parked in a reserved or assigned parking space.
17. Vehicle is parked in a non-parking space that is primarily used for pedestrian access.
18. NO parking at anytime. Vehicle is parked on property where posted "NO PARKING".
19. Non customer. Vehicle operator is not a customer of this business located on the property.
20. Vehicle is parked on the sidewalk.
21. Double parked behind another vehicle.
22. Vehicle parked in Manager's or Maintenance Space.

X _____

Property Representative

Printed Name and Title

This AGREEMENT, is made and entered on this 15 day of May 2008 by and between

Luxail Run Condominium Association, Inc., hereinafter referred to as the "CUSTOMER" and

ASCENSION AUTO SERVICE.

Whereas, the customer desires to have certain services and/or tasks performed as set forth below requiring specialized skills, and the CUSTOMER represents that ASCENSION AUTO SERVICE is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Agreement.

Now, in consideration of the terms, conditions, covenants, and performance contained herein, the parties agree as follows:

1. **Scope Of Services**
Ascension Auto Service shall perform such services including the furnishing of all materials and equipment necessary for full performance as are identified and designated as Ascension Auto Service responsibilities throughout this Agreement.
2. **Term**
The Project shall begin as dated above, and shall be enforced for one calendar year or until updated, regardless of management changes. The Exception would be if said property has been sold.
3. **Compensation and Method of Payment**
 - A. Payments for services provided hereafter shall be made following the performance of such services: on site moving for paving, vehicle towed in error by CUSTOMER, not Ascension Auto Service. Such charges would be \$35.00 for onsite moving and \$42.00 for vehicles towed in error by customer.
 - B. No payment shall be made for any service rendered by Ascension Auto Service except for services identified and set forth in this Agreement.
 - C. The CUSTOMER shall initiate authorization for payment after receipt of said invoice and shall make payment to Ascension Auto Service within approximately thirty (30) days.
4. **Relationship**
 - A. The Parties agree that Ascension Auto Service relationship will be created by this agreement. The CUSTOMER is interested primarily in the results to be achieved. The implementation of services will be solely with the discretion of the Ascension Auto Service by inspection of such violations allowed for towing as per this Agreement. No employee or representative of Ascension Auto Service shall be deemed to be an employee of the CUSTOMER for any purpose, and the employees of Ascension Auto Service are not entitled to any of the benefits that the CUSTOMER provides for its employees.
5. **Hold Harmless Indemnification.**
 - A. Ascension Auto Service shall indemnify and hold the CUSTOMER harmless and defend, in conjunction with CUSTOMER, any and all claims, demands, actions, penalties, damages, or costs, of whatsoever kind or nature, brought against the customer arising from the execution of this Agreement as the Agreement is in accordance with applicable Florida Statutes (715.07 and 713.78).
6. **Insurance**
Ascension Auto Service shall produce and maintain for the duration of the Agreement, insurance against claims for injuries to person or damage to property which may arise from or in connection with the performance of the work hereunder by Ascension Auto Service, their agents, representatives, or employees.
Ascension Auto Service shall provide a Certificate of Insurance for:
 - A. Automobile Liability Insurance for bodily Injury and Property Damage
 - B. Commercial General Liability Insurance.
 - C. Workers compensation Insurance.

7. Compliance with laws

Ascension Auto Service, in the performance of this Agreement, shall comply with all applicable federal, state, or local laws.

8. Changes

Either party may request changes to the services and performance to be provided, however, no charge or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and signed by both parties. Such changes will be attached at the end and be made part of this Agreement.

9. Prohibited Interest

No member, officer, or employee of the CUSTOMER shall receive compensation or have any interests as it is a violation of Florida Statue 715.07.

10. Other Provisions

The following additional terms shall apply: It is agreed between the parties that pursuant to this Agreement. If CUSTOMER is dissatisfied with the performance of Ascension Auto Service, Ascension Service Employees, THE CUSTOMER must notify Ascension Auto Service management of problem via certified mail. Ascension Auto Service has fifteen (15) business days to negotiate an appropriate amendment. If after thirty (30) business days of negotiation, agreement cannot be reached, this Agreement may be terminated by the CUSTOMER no sooner than ten (10) days thereafter.

11. Termination

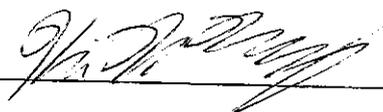
- A. Termination by Ascension Auto Service. Ascension Auto Service may terminate this Agreement, in whole or in part, at any time if demands are made that interfere with Florida Statue 715.07. Termination for any other reason would require fifteen (15) business days to negotiate an appropriate amendment between us and the CUSTOMER.
- B. Termination by CUSTOMER. If Ascension Auto Service fails to perform in the manner called for in this Agreement, the Customer must follow #10 Other Provisions.

12. Attorneys Fees and Costs

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

- A. This Agreement has been and shall be made and delivered with the State of Florida.
- B. Any action of law, suit, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be Instituted in Hillsborough Count Florida.

In Witness the parties have caused this Agreement to be executed.

x 

Authorized Signature

x Kevin Mc Murray

Printed Name and Title

x _____

Agent for Ascension Auto Service

813-369-5230

Phone Number

Quail Run

Company Name

Printed Name