

**“South Suburbs Premier Relocator”
SMJ TOWING CO.
RELOCATION CONTRACT**

Contract # _____

RELOCATOR

SMJ TOWING CO.
14459 S. Halsted
Harvey, IL
Phone: 708.371.7109
Fax: 708-331.0963

Ill. C.C. 134-RIV-R

PROPERTY OWNER OR AGENT

Name of Signatory (please print)

Name of Company (please print)

Company Mailing Address

Company Area Code and Telephone No.

RELOCATOR and PROPERTY OWNER OR AGENT, for good and valuable consideration, including the promises contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following terms and conditions:

1. Type of Contract: _____ Call _____ Patrol _____ Other _____.

2. PROPERTY OWNER OR AGENT OR hereby authorizes and directs RELOCATOR to relocate or tow all un-authorized or trespassing vehicles from the following private property (s):

See Attached Sheet for Additional Details.

3. The parking limits for these property (s) are as follows, and all vehicles parked in violation of these limits are un-authorized or trespassing vehicles:

See Attached Sheets for Additional Details.

4. PROPERTY OWNER OR AGENT authorizes the following person(s) to make calls and issue orders to RELOCATOR to relocate or tow un-authorized or trespassing vehicles from said property(s):

See Attached Sheets for Additional Details.

5. PROPERTY OWNER OR AGENT shall be responsible for correct and proper identification of vehicles to be relocated or towed.

6. PROPERTY OWNER OR AGENT understands that any temporary orders to not relocate or tow a particular vehicle(s), or to not relocate or tow from a particular property(s), cannot exceed fourteen (14) days in duration, and that it is the responsibility of PROPERTY OWNER OR AGENT to renew temporary orders when necessary.

7. _____ signs warning that un-authorized or trespassing vehicles will be relocated or towed from the above-described property(s) shall be provided by RELOCATOR to PROPERTY OWNER OR AGENT for the duration of this Agreement, and installed at such address(s) by RELOCATOR.

8. Said warning signs will remain the property of RELOCATOR. RELOCATOR shall periodically clean each sign installed under this Agreement, repair any such signs which are damaged, and replace any such signs which are stolen or unusable.

9. RELOCATOR will make every effort to remove such warning signs from the property within fourteen (14) days after termination of this Agreement.

10. RELOCATOR shall have the absolute right to enter upon said property(s) to install, clean, maintain, replace or remove warning signs.

11. RELOCATOR shall charge all fees for relocation or towing under this Agreement to the owner or operator of relocated or towed vehicles in accordance with applicable law.

12. PROPERTY OWNER OR AGENT assigns any and all rights, claims, liens and causes of action it may have concerning vehicles relocated or towed under this Agreement, or their owners or operators, in law or equity, directly or by counterclaim, for such damages or other relief as may be allowed by applicable law.

13. PROPERTY OWNER OR AGENT shall pay to RELOCATOR THE FOLLOWING FEES:

- a. A one-time sign installation fee of \$ per sign;
- b. An annual sign maintenance fee of \$ each calendar year or portion thereof during which this Agreement is in effect; and
- c. An annual contract fee of \$ for each calendar year or portion thereof during which this Agreement is in effect.

14. Such fees shall be due not later than the tenth (10th) calendar day following execution of this Agreement. Annual fees shall also be due on each anniversary date thereof. All fees shall be non-refundable. It is understood that these fees are assessed to partially defray the expense of executing this Agreement and deterring illegally parked or trespassing vehicles by use of warning signs.

15. RELOCATOR will indemnify and hold PROPERTY OWNER OR AGENT, its employees and agents, harmless from and against any and all claims, demands, actions, causes of action, proceedings of any kind, orders, decrees, judgements, losses, damages, reasonable expenses (including without limitation attorneys fees and court costs), and other liabilities to the extent arising out of the negligent or unlawful acts or omissions of RELOCATOR, its employees or agents;

16. PROPERTY OWNER OR AGENT will indemnify and hold RELOCATOR, its employees and agents, harmless from and against any and all claims, demands, actions, causes of action, proceedings of any kind, orders, decrees, judgements, losses, damages, reasonable expenses (including without limitation attorneys fees and court costs), and other liabilities to the extent arising out of the negligent or unlawful acts or omissions of PROPERTY OWNER OR AGENT, its employees or agents;

17. In addition to any other fees or costs provided by this Agreement or applicable law, PROPERTY OWNER OR AGENT agrees to pay RELOCATOR all reasonable attorney's fees, court costs, and other expenses incurred by RELOCATOR in enforcing this Agreement.

18. RELOCATOR will secure and maintain in effect, at its own expense, all licenses, permits or approvals required under applicable law pertaining to its activities under this Agreement.

19. This Agreement takes effect upon execution and shall remain in effect until terminated in accordance with provisions herein.

20. This Agreement may be terminated by either party only upon ten (10) days written notice, by certified or registered mail, return receipt requested, at the address shown above.

21. General Provisions.

a. This Agreement may be amended or otherwise modified only by signed, written agreement of all parties hereto.

b. This Agreement sets forth the entire, final and exclusive Agreement and understanding of the parties in respect to the matters covered hereby.

c. All payments, notices and other correspondence related to this Agreement shall be given to the appropriate party in writing at the address shown above. Such shall be deemed to have been given and effective as follows:

(i) When delivered personally, or

(ii) If mailed, four (4) days after being deposited in the U.S. mail, registered or certified, return receipt requested, to the address shown above, or

(iii) If deposited with a commercial courier for next day delivery, two (2) days after being so deposited.

d. This Agreement shall be binding upon the successors of the respective parties hereto, including any person or entity who succeeds the PROPERTY OWNER OR AGENT as property owner or agent.

d. This Agreement and all disputes hereunder shall be governed by the laws of the State of Illinois. Venue and jurisdiction over all disputes arising under or in connection with this Agreement shall reside in the courts of Cook County, Illinois, and the parties hereby consent to removal of any proceeding filed elsewhere to the courts of Cook County, Illinois.

e. The failure of any party at any time to require the performance of any provision of this agreement shall not affect its right to enforce the provision at a later time. No waiver of any nature by any party, whether by conduct or otherwise, shall be deemed to be a continuing waiver.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____

RELOCATOR:

PROPERTY OWNER OR AGENT:

Signature
BY:

Signature
BY:

Contract # _____

ILLINOIS COMMERCE COMMISSION
RELOCATOR CONTRACT SUMMARY FORM

I, _____ am the owner / property manager of

(Address) (City) (County) Illinois (Zip Code)

and I hereby authorize _____
(Licensed Commercial Vehicle Relocator) (RTV-R #)
to remove all illegally parked vehicles from:

(Address) (City) (County) Illinois (Zip Code)

which is owned by _____ who is located at

(Address) (City) (County) Illinois (Zip Code)

The property is: _____
(Description of Property)

This Contract is a CALL _____ PATROL _____ OR OTHER _____

The private property is located _____ miles from the relocator's address to which the illegally parked vehicles will be routinely relocated.

The private property is in an incorporated _____ or unincorporated _____ area.

Was this private property was previously under contract with another relocator:
No _____ Yes _____ Relocator: _____

This contract may be cancelled only on ten (10) days notice by either party. That notice must subsequently be given to the Illinois Commerce Commission.

Authorized agent/s of the property.

Name: _____ Name: _____

Effective Date of the Contract _____

Property Owner's: _____
(Name) (Signature) (Date)

Relocator's: _____
(Name) (Signature) (Date)

This form is required for compliance with 625 ILCS 5/18a-100 et seq.

Missing or inaccurate information will render this form invalid and it will not be accepted by the Commission.