



# Tow Service Agreement

Revised 1/2026

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# TOW SERVICE AGREEMENT

## **I. GENERAL TERMS AND CONDITIONS**

**A. Purpose:** This Tow Service Agreement (TSA) contains the terms and conditions with which a company agrees to comply in order to receive and maintain placement on a rotation list for requested vehicle tows by the Hillsborough County Sheriff's Office ("HCSO"). The Tow Rotation Program was developed to facilitate the safe, efficient, and rapid removal of disabled, abandoned, stolen, wrecked, or impounded vehicles and to equitably distribute such service calls made by HCSO. This TSA provides clear and concise requirements for providing vehicle towing and storage and ensures the public receives fair and ethical business practices from competent operators who can respond with minimal time delays.

**B. Eligibility:** Only those companies who are in compliance with Florida Statutes, Hillsborough County Ordinances and/or requirements, and whose drivers have a Driver Identification Badge as defined in Hillsborough County Ordinance 25-42, Sec. 50-173 issued by Hillsborough County are eligible for acceptance into the Program, at which time they will be considered an Authorized Tow Company (ATC). Upon acceptance to the Program, ATCs are required to submit a list of all tow drivers who respond to HCSO Rotation calls, quarterly. The list is required to include the tow driver name, their current Driver Identification Badge number and the current expiration date.

**C. Applicable Laws:** ATCs shall be familiar with and shall obey all applicable Hillsborough County Ordinances, Hillsborough County rules or regulations, and Florida Statutes including but not limited to Chapters 319, 323, 713, 715 and 812. Hillsborough County, through the Hillsborough County Tax Collector, the Hillsborough County Consumer Protection Department, and any other Department designated by the County Administrator (herein collectively referred to as "Hillsborough County") may enforce any applicable Hillsborough County Ordinance, rule, or regulation related to the operation of public vehicles upon the public roads and highways of Hillsborough County and its municipalities.

**D. HCSO Requirements:** ATCs agree to abide by the rules, regulations, and conditions contained within this TSA.

**E. No Relationship Created with HCSO:** By voluntarily agreeing to participate in the Program and abide by the terms and conditions of this TSA, an ATC is not considered to be an officer, employee, agent, contractor, or subcontractor of the HCSO or Hillsborough County and is not considered to be acting as an officer, employee, agent, contractor, or subcontractor of the HCSO or Hillsborough County when performing services under this TSA.

**F. Definitions:**

1. "Tow truck" or "Wrecker" are defined as any truck or other vehicle which is used to tow, haul, or carry or otherwise transport motor vehicles or vessels upon the streets and highways of this State and which is equipped for that purpose with a boom, winch, car carrier or other similar equipment.

2. "Vehicle" means any mobile item which normally uses wheels, whether motorized or not.
3. "Vessel" includes every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a 'documented vessel' as defined in Florida Statute 327.02(9).

**G.** This TSA may be revised at any time by HCSO and all approved ATCs will receive written notice of any such revisions. If an ATC objects and/or cannot comply with such revisions, said ATC shall notify HCSO of their objection and/or inability to comply within thirty (30) days of the date on the notice of said revisions. Upon HCSO's receipt of an ATCs notice pursuant to the Paragraph, said ATC shall be considered in breach of this TSA and will be removed from the HCSO Tow Rotation list. Failure to provide HCSO with timely written notice of an ATCs objection and/or inability to comply with revisions to the TSA shall establish that an ATC has agreed to the revisions and that the ATC will thereafter comply with all terms of the TSA, including any revisions.

## **II. APPROVING AND MAINTAINING THE HCSO ROTATION LIST**

**A.** Authorized Tow Companies: The approval of tow companies to be included on the HCSO Rotation List will be at the HCSO's sole discretion.

**B.** Approval Process: A tow company or operator who wishes to be placed on the HCSO Rotation List shall apply to the HCSO Communications Bureau Commander or his/her designee in writing. Said application should include a description, information, and materials about the tow company including its equipment, facilities, personnel, history, drivers' Driver Identification Badge , and any certification by Hillsborough County.

1. Upon receipt of an application, the Communications Bureau Commander shall review and make a determination regarding approval or denial. Said determination will account for: service needs based on volume of calls within the HCSO designated geographic zones, the tow company's equipment, facilities, personnel, history, drivers' Driver Identification Badge , Hillsborough County Tax Collector Certificate of Public Convenience and Necessity, and any other factors that may be in the best interest of the HCSO, the citizens of Hillsborough County, and public safety.
2. Upon approval by the Communications Bureau Commander, and execution of this Tow Service Agreement ("TSA"), the applicant will be placed on the HCSO Rotation List for a period of five (5) years (subject to discipline and/or removal, as discussed below). The five (5) year period begins on the date of the last signature on the TSA.
3. Upon denial by the Communications Bureau Commander, the applicant will be notified, in writing. Requests for an appeal regarding denial of placement on the HCSO Rotation List must be received by the Communications Bureau Commander within twenty (20) days of date of the written denial. Failure to submit an appeal within said twenty (20) days will result in the waiver of any

appeal. Upon receipt of an appeal, the Communications Bureau Commander will review and make a recommendation to the Sheriff (or his/her designee). The ATC will be notified within thirty (30) days of the receipt of the appeal of the Sheriff's (or his/her designee) final decision.

- C. Renewal: Any ATC that wishes to renew their placement on the HCSO Rotation List for an additional five (5) year term must submit such notification to the Communications Bureau Commander in writing, no later than sixty (60) days prior to the expiration of the TSA.
1. The Communications Bureau Commander will review requests for renewal and may request any additional materials as needed, and make a determination. Said determination will account for the history of service of the ATC on the HCSO Rotation List in addition to factors considered in an initial application. The ATC will be notified, in writing, of the renewal decision within thirty (30) days of the submission of the renewal request.
  2. If the renewal request is approved, the ATC will execute a new TSA and the new five (5) year term will begin on the date of the last signature on the TSA.
  3. If the renewal request is denied, the ATC may submit an appeal which must be received by the Communications Bureau Commander within twenty (20) days of the date of the written denial. Failure to submit an appeal within said twenty (20) days will result in the waiver of any appeal. Upon receipt of an appeal, the Communications Bureau Commander will review and make a recommendation to the Sheriff (or his/her designee). The ATC will be notified within thirty (30) days of the receipt of the appeal of the Sheriff's (or his/her designee) final decision.
- D. The HCSO Communications Bureau will have the responsibility of maintaining the current list of tow companies that will be included on the HCSO Rotation List.
- E. Inspections: All ATCs are subject to inspection by Hillsborough County and/or HCSO personnel during normal business hours without notice. Inspections may also include viewing ATC facilities from public areas after normal business hours. Inspections will be conducted to ensure that the ATC is in compliance with Florida Statutes, Hillsborough County Ordinances, this TSA, and the HCSO ATC Checklist; review and confirm impounded vehicle records; and to inspect vehicles stored pursuant to Florida Statutes, including but not limited to, Florida Statute § 812.55.
- F. Investigations: The HCSO Communications Bureau Impound Officer, or other appropriate HCSO representative, will review all complaints made about an ATC. Complaints may result in disciplinary action or escalate to the Communications Bureau Commander for review and recommendation to the Sheriff if additional action is deemed necessary, at the sole discretion of the HCSO. The HCSO may share complaint information with Hillsborough County.
- G. Disciplinary Action: In addition to any other civil or criminal penalties that may be applicable pursuant to Florida Statutes and Hillsborough County Ordinances, any

violation by an ATC of this TSA may result in disciplinary action, via certified letter, as specified below:

1. The first violation in any three (3) month period will result in a written warning to document the incident.
2. The second violation in any three (3) month period will result in a one (1) day suspension from the HCSO Rotation List.
3. The third violation in any three (3) month period will result in a one (1) week suspension from the HCSO Rotation List.
4. The fourth violation in any three (3) month period or the sixth violation in any one (1) year period will result in the immediate removal of the ATC from the HCSO Rotation List for a period of no less than one year. The ATC may not reapply for placement on the list within one year from the removal date.

**H.** Removal: At the discretion of the Communications Bureau Commander, disciplinary action may be waived, and the ATC may be immediately removed from the HCSO Rotation List if it is determined to be in the best interest of the HCSO, the citizens of Hillsborough County, or public safety.

1. An ATC will be notified in writing of their removal from the HCSO Rotation List by the Communications Bureau Commander.
2. Requests for an appeal regarding removal from the HCSO Rotation List must be received by the Communications Bureau Commander within twenty (20) days of the date of the written denial. Failure to submit an appeal within said twenty (20) days will result in a waiver of any appeal. Upon receipt of an appeal, the Communications Bureau Commander will review and make a recommendation to the Sheriff (or his/her designee). The ATC will be notified within thirty (30) days of the receipt of the appeal of the Sheriff's (or his/her designee) final decision.
3. Any ATC removed from the HCSO Rotation List shall not be eligible to reapply to be placed back on the HCSO Rotation List for a period of one (1) year from the date of their removal.

### **III. CONTACT AND RESPONSE**

**A.** Service Calls: All service calls will be placed through the HCSO Communications Bureau Dispatch personnel ("Dispatch") after receiving a request from HCSO on-scene personnel. Dispatch will be responsible for logging, tracking, maintaining, and coordinating ATC service calls and their position on the Rotation.

**B.** Dispatch Obligations: Dispatch recognizes their obligations in the performance of their duties relative to vehicle towing while acting on behalf of public safety in maintaining fair and justified order of calls, in reporting accurate information, and giving clear instruction to the ATC.

- C. Method of Contact: Dispatch will only utilize the two telephone numbers provided on the Hillsborough County towing authorization application when making a service call. ***No answering service or pager numbers, email or web addresses will be utilized to Dispatch.***
  
- D. Attempts to Contact: Dispatch will allow six (6) rings when calling ATC phone numbers. If unanswered the ATC must respond within one (1) minute to keep the call from being rotated to the next ATC on the HCSO Rotation List. A busy phone number will be dialed twice. If the phone number is still busy on the second attempt, the call will be rotated to the next ATC on the Rotation List.
  
- E. Acceptance of Service Call: The ATC will respond to service calls 24 hours a day, 7 days a week. A call to an ATC will constitute one turn on the HCSO Rotation List and the ATC will be moved to the bottom of the Rotation List. This includes when the ATC fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time. If after accepting a service call, the ATC is unable to respond or delayed in responding, the ATC will immediately notify Dispatch.
  
- F. Response Time: ATC response time between the initial dispatch notification and the tow truck arrival on the scene **shall not exceed forty-five (45) minutes.** If the response time exceeds forty-five (45) minutes the service call may be rotated to the next ATC on the HCSO Rotation List at the discretion of the HCSO. Use of the second ATC called due to slow response of the first ATC will result in the first ATC being rotated to the bottom of the HCSO Rotation List. Any late responses exceeding forty-five (45) minutes may result in disciplinary action.
  
- G. Refusal or Failure to Respond: An ATC that refuses to respond to a service call without just cause may result in disciplinary action at the discretion of the HCSO. An ATC who fails to answer a service call will lose that service order and be rotated to the bottom of the HCSO Rotation List.
  
- H. Request for Temporary Removal from HCSO Rotation List: An ATC desiring to be temporarily removed from the HCSO Rotation List shall advise the HCSO Communications Bureau 24 hours prior to the planned removal. Each request will be considered on an individual basis and under no circumstance will a request for more than thirty (30) days be granted. When the ATC notifies the HCSO Communications Bureau they are ready to be returned to the HCSO Rotation List, the ATC will be placed in the same position as when removed.
  
- I. Redemption of Impounded Vehicle: When a vehicle or vessel has been towed or removed pursuant to this TSA, it must be released to its owner or custodian within one (1) hour after requested pursuant to Florida State Statute 715.07. Any vehicle or vessel owner or agent shall have the right to inspect the vehicle or vessel before accepting its return, and no release or waiver of any kind which would release the person or firm towing the vehicle or vessel from liability for damages noted by the owner or other legally

authorized person at the time of the redemption may be required from any vehicle or vessel owner, custodian, or agent as a condition of release of the vehicle or vessel to its owner. A detailed, signed receipt showing the legal name of the company or person towing or removing the vehicle or vessel must be given to the person paying towing or storage charges at the time of payment, whether requested or not.

#### IV. ASSIGNED TOW ZONES

- A. Geographic Zones of Response: An ATC agrees to perform towing and storage services for the HCSO in concert with other companies within specific geographical zones of the County as established by the HCSO Communications Bureau. Each HCSO zone has a corresponding list of designated ATCs. The HCSO shall have the right and sole discretion to establish or change geographic zones of service, as needed.
- B. Towing Beyond Assigned Zone: Shall be at the discretion of the ATC and any consideration for said tow shall be mutually agreed upon between the vehicle's owner and the ATC before the vehicle is towed.
- C. Relocation or Additional Towing/Storage Facilities: Written notice shall be provided to the HCSO Communications Bureau Impound Officer in the event an ATC intends to permanently relocate their Towing/Storage Facilities within the same zone. In the event an ATC will store vehicles at a secondary location or any locations other than the location(s) listed on the approved TSA within the same zone, a phone call shall be placed to the HCSO Dispatch immediately, as well as written notice to the Impound Officer to ensure all files regarding the vehicle location(s) are kept up to date. Any such secondary storage locations or relocated towing facility are subject to inspection as provided in this TSA.

#### V. OPERATOR AND EQUIPMENT IDENTIFICATION AND APPEARANCE

- A. Operator License Verification: Upon arrival at the scene, the ATC driver must present the on-scene Deputy with his/her valid driver license of the appropriate class, applicable endorsements, and permits, as well as proof of their Driver Identification Badge . The on-scene Deputy is responsible for determining the validity of said licenses.
- B. Properly Identified Vehicles: The ATC will respond with the Class of tow truck or wrecker required to properly and safely tow the vehicle described in the service order. The truck and equipment shall display required permits, licenses or other markings or information as required by statute or ordinance.
- C. Proper Demeanor, Appearance and Dress: All ATC drivers are expected to dress and behave professionally. They should be hygienically clean, neatly groomed and suitably dressed. Beards and mustaches should be trimmed so as not to appear ragged. Hair should be combed, and long hair should be confined as sensible for safety and appearance.

Efforts should be taken to remain presentable while on duty. Uniforms consisting of long pants and collared shirts are preferable. The term “suitably dressed” shall be interpreted to mean, for both male and female drivers: long pants, a collared shirt as an outer garment (tee shirts may be worn as an undergarment) and closed toe shoes with socks. Cold weather outer wear should be worn when appropriate.

1. The following articles of clothing are not permitted for a driver of an ATC responding to a service: T-shirts, underwear, tank tops, body shirts, swimwear, jogging suits, or similar types of attire (when worn as outer garments); shorts or trunks (bathing or jogging), sandals, or any type of open-toed footwear or any outerwear articles of clothing that have pictures or text that is risqué, vulgar, slanderous or contains profanity.
2. All ATC drivers will behave in a courteous manner toward HCSO employees, the public in general, and persons for whom they tow or store vehicles as a result of calls for service originating from the HCSO. Any signs of substance abuse including alcohol will not be tolerated under any circumstances and may result in arrest and removal from the HCSO Rotation List. Only ATC personnel and equipment requested will respond to an HCSO call for service (no girlfriends, neighbors, children, pets, etc.)
3. Pursuant to this TSA, HCSO reserves the right to reject any particular ATC driver from responding to HCSO calls. Reasons for such rejection include, but are not limited to, arrest and/or conviction for a criminal offense.

## VI. ATC PROCEDURE

- A. Authorization to tow or remove: ATCs shall tow only the vehicle they are directed or assigned to tow by HCSO personnel. An ATC shall not remove damaged or wrecked vehicles from the scene of an accident in unincorporated areas of Hillsborough County without authorization from either the HCSO or another authorized law enforcement agency (e.g. Florida Highway Patrol). A tow request received directly from the vehicle owner or operators shall be cleared through the Dispatch or another authorized law enforcement agency (e.g. Florida Highway Patrol) to ensure the appropriate investigation and coordination of traffic accidents.
- B. Vehicle Tow: Any removal of a vehicle from a roadway to clear traffic accidents, assist motorists, etc. with the consent of the owner or driver of the vehicle. The vehicle will be towed to the ATC lot, within the approved HCSO zone pending owner retrieval.
- C. Vehicle Impounds: Any time the HCSO takes non-consensual possession of a vehicle or property it is considered impounded.
- D. Vehicle Impounds with Holds: Any vehicle that is deemed by HCSO personnel to be evidentiary or integral to an investigation. The Hold is placed to ensure the impounded property is not released to the owner prior to processing or completion of the investigation. Vehicle seizures or forfeitures may require written release. Contact the

HCSO Communications Bureau Impound Officer (Impound Officer) if there is any question regarding the release of a vehicle.

- E.** Victim Tow: Vehicles that are seized/impounded for forensic testing when the vehicle's owner/operator was not suspected to be the perpetrator, vehicles damaged by HCSO actions (e.g. stop sticks) when the vehicle's owner/operator was not the intended target, or any other instance where the HCSO identifies the order as a "Victim Tow." These vehicles are most often towed to a HCSO facility.
- F.** STAR Rotation Tow: HCSO vehicles or equipment or any vehicle or equipment deemed as the responsibility of the HCSO. Typically, such vehicles will be towed to an HCSO Facility.
- G.** STAR and Victim Tow Charges: The ATC will be allowed to charge the HCSO a flat fee with no loss in rotation position for Victim Tow or a STAR Rotation Tow. Refer to Section VI Compensation.
- H.** Signing of Tow Bills: The signature of the HCSO on-scene personnel will not be required to submit the tow bill, except to verify waiting time for the ATC operator.
- I.** Record Keeping: ATCs shall strictly adhere to any and all record keeping requirements established by Hillsborough County, Florida law, this TSA, or applicable ordinance.
- J.** Requests for Documentation: Instructions for submitting Public Records Requests which would include any information or documentation regarding Rotation List activity can be found on the HCSO website [www.teamhcs.com](http://www.teamhcs.com) under "Services/Records & Requests." Pursuant to Florida law, fees for processing such requests may apply.
- K.** Verification of Vehicle Identification Numbers: All ATCs shall verify the vehicle identification numbers (VIN) displayed on the vehicle against the VIN and or tag number recorded on their service order and tow bills to ensure that the numbers match. All steps must be taken to ensure that the ATC obtains the correct title, registration, and lien information on the towed vehicle for owner notification purposes.
- L.** Request for Lien/Registration Information: All ATCs shall request the lien and registration information from the HCSO Communication Bureau Impound Officer within five (5) days of the towing of the vehicle. A "good faith notice" including the year, make, model and VIN should be sent in writing to the Impound Officer.
- M.** Private Impounds: All towing companies shall be familiar with applicable Florida Statutes, including but not limited to Florida Statute § 715.07, which requires that the HCSO (or other agency with jurisdiction) be notified within thirty (30) minutes of completion of towing of a private impound. *Failure to make such notification in the allotted time may subject violators to arrest and/or prosecution for a First-Degree Misdemeanor, pursuant to Florida Statute § 715.07(5)(a), as well as disciplinary action pursuant to this TSA.*

- N. Personal Property in Impounded Vehicles: Florida Statutes, including but not limited to, Florida Statute § 713.78(10), require that persons who provide towing services shall permit vehicle owners or their duly authorized agents, to inspect the towed vehicle at the time the vehicle comes into the custody of the towing company. *Violators of these statutes are subject to arrest and/or prosecution for a Third-Degree Felony, pursuant to Florida Statute § 713.78(12)(b), as well as disciplinary action pursuant to this TSA.*
1. The only exceptions to this procedure are: (1) where the word “HOLD” appears and (2) when HCSO personnel contact the ATC subsequent to a normal impound and advise to hold the vehicle and/or its contents. **Contact the HCSO Communications Bureau Impound Officer for any questions regarding the release of property.**
- O. Notification of Sale: When any impounded vehicle is sold by an ATC pursuant to Florida Statutes, including but not limited to, Florida Statutes §§ 713.78 and 713.585, the Clerk of the Court must be notified within five (5) days of the sale, excluding Saturday and Sunday.
- P. Limitations on Charges. In the event that a vehicle is impounded or remains in storage as a result of an error by the HCSO, the vehicle shall be released to the vehicle’s owner or their designee upon being authorized by the HCSO Impound Officer. Charges shall not exceed the initial tow fee and two (2) days storage, and will be billed to either the owner of the vehicle or the HCSO, at the discretion and instruction of the Impound Officer. In no event will the HCSO be liable for storage charges incurred after the owner of the vehicle is made aware of the location of the vehicle and the vehicle’s release is authorized.
- Q. Dive Team Assistance. When the ATC finds it necessary to request assistance from the HCSO Underwater Recovery Team to retrieve non-evidentiary vehicles and/or property, the ATC will be invoiced by the HCSO for these services at a rate of \$72.66 per diver per hour, a minimum of three divers, for a minimum of three hours (rates subject to change upon notice to all parties). If the invoice has not been paid in full within sixty (60) days from the recovery date the ATC will be notified by the HCSO Communications Bureau and removed from the HCSO Rotation List until payment has been received as verified by the HCSO Chief Financial Officer.

**VII. COMPENSATION**

**A.** An ATC agrees to perform Victim Tows and STAR Rotation Tows at the following rates:

Class A: Light Duty up to 10,000 pounds GVW	\$50.00 No Mileage, No Storage
Class B: Medium Duty 10,001-16,000 pounds GVW	\$75.00 No Mileage, No Storage
Class C: Heavy Duty 16,001 pounds GVW and above (Semi-trucks, house trailers, buses and larger)	\$150.00 No Mileage, No Storage
Class D: Miscellaneous, Non-motorized items	\$50.00 No Mileage, No Storage

**B.** The ATC shall provide the HCSO with invoices for services rendered within (30) days of the initial tow. Invoices will include, at a minimum, a unique invoice number, a description and detail of the date and type of service provided, identification of the vehicle(s) by make, model, VIN or tag, location of pickup, location of storage lot, and final disposition.

**C.** Invoices will be verified with HCSO tow request records and approved for payment by the HCSO Communications Bureau Impound Officer. In the event of a dispute on any charge, the parties agree to resolve through good faith negotiations. Documentation of service and detailed record of events will be utilized to assist in dispute resolution.

**D.** Payment shall be made in accordance with Chapter 218, Part VII, Florida Statutes. The HCSO will attempt to pay all invoices for services rendered within thirty (30) days of receipt though Florida Statutes allow a government agency forty-five (45) days to make payment.

**E.** Refer to Hillsborough County Ordinance 17-34 and Hillsborough County Resolution R17-152, and any subsequent amendments or modifications thereto, for maximum Wrecker and Storage Fees when Victim Tow or STAR Rotation Tow rates do not apply.

**VIII. HCSO CONTACT INFORMATION**

- |  |   |
|--|---|
| 1. Communications Bureau<br>2008 E. 8 <sup>th</sup> Avenue<br>Tampa, Florida 33605 | Dispatch Phone: 813-247-8200 Option 1<br>Hours of Operation: 24/7<br>Impound Officer: 813-247-8225<br>Hours of Operation: Mon – Fri 0730 – 1600 |
| 2. Financial Services Division<br>Accounts Payable                                 | Phone: 813-247-8276<br>Hours of Operation: Mon – Fri 0800 - 1700  |

Billing address: P. O. Box 3371, Tampa, Florida 33601

Invoices and payment inquiries may also be submitted by email to: [accountspayable@teamhcsoc.com](mailto:accountspayable@teamhcsoc.com)

**IX. ATC/OPERATOR ACKNOWLEDGMENT AND ACCEPTANCE OF TSA**

- A.** I, the undersigned, hereby certify that: I have read and understand this TSA and agree to abide by all the provisions herein. I further certify that the ATC Operator and the agents and employees of the Operator are qualified and competent to render tow services pursuant to all applicable laws and that they will comply with all provisions in this TSA;
- B.** I agree to maintain commercial liability insurance or other insurance coverage as may be required by Hillsborough County, local ordinance, or state law at all times while providing service under this TSA. I agree to provide proof of such insurance to HCSO upon request. I agree to immediately notify the HCSO of the suspension or cancellation of said insurance for any reason. Failure to do so will constitute a material breach of this TSA and may result in disciplinary action up to and including immediate termination and removal from the HCSO Rotation List;
- C.** I understand and acknowledge that the ATC Operator and the agents and employees of the Operator, in the performance of this TSA, shall act in an independent capacity and not as officers, employees, agents, contractors, or subcontractors of the HCSO;
- D.** I agree to defend HCSO, the Sheriff, his/her agents, employees, servants, and appointees from any claim, action, suit, cause of action, or liability arising out of or pursuant to performance under any provision of this TSA. I further agree to indemnify and hold harmless HCSO, the Sheriff, his/her agents, employees, servants, and appointees from any and all claims, actions, suits, cause of action, or liability arising out of or pursuant to performance under any provision of this TSA, including but not limited to, any demands for attorney's fees;
- E.** I understand and acknowledge that the Sheriff on behalf of HCSO, its agents, employees, servants, and appointees, does not waive any applicable immunities or limitations of liabilities provided by Florida or Federal law, including but not limited to Florida Statute § 768.28, or the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq;
- F.** I understand and acknowledge that failure to abide by the terms and conditions of this TSA will subject the ATC to disciplinary action, up to and including immediate termination and removal from the HCSO Rotation List, at the discretion of the HCSO;
- G.** I understand and acknowledge that participation in the HCSO Rotation List is voluntary and that I may withdraw by written notice to HCSO at any time;
- H.** I understand and acknowledge that this TSA will be in effect for five (5) years from the date of the last signature below.

**This form requires notarization for official processing.**

**Authorized Tow Company Owner**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Company Name Phone

\_\_\_\_\_  
Company Physical Address

\_\_\_\_\_  
Mailing or Remit to Address

**ATC Contact person to advise of complaints and/or disciplinary issues:**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Email Address Phone

**HCSO Impound Officer, an Authorized Representative of Chad Chronister, Sheriff of Hillsborough County**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**Notary Public**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date