



# PARKING LOT MANAGEMENT

WE CAN LEGALLY REMOVE UNAUTHORIZED VEHICLES FROM YOUR PROPERTY

*“How can I keep unwanted cars from parking in my lot?”  
“I was fined for not keeping my fire-lanes clear. What can I do?”  
“Non-patrons park in our lot and shop elsewhere. How can we stop this?”  
“How can we stop unauthorized people from parking in reserved spaces?”*



When unauthorized or trespassing vehicles park in your lot...call us and we will remove them promptly, professionally and *legally*.

The owner of the vehicle is responsible for the towing fees associated with this service. We provide our relocation towing service at NO CHARGE to property owners. One call is all it takes to begin to have unauthorized vehicles legally removed from your parking lot.

E&R Towing demonstrates fair and equitable handling of parking violators, without the price gouging or unethical treatment. We specialize in *damage-free* service and our drivers are courteous, trained and uniformed for everyone's safety.

As Chicagoland's finest and largest full-service towing company we are able to deliver the best relocation towing service available. E&R Towing is committed to excellence and providing professional and effective service 365 days a year.

FOR INFORMATION CONTACT:

Mike Kroeger

708-333-7300 (ofc) 708-417-1395 (cell)

708-333-7324 (fax)

16325 S. Crawford, Markham, IL 60428



**R E L O C A T I O N   C O N T R A C T**

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**RELOCATOR:**

E&R Towing and Garage, Inc.  
16325 South Crawford Avenue  
Markham, IL 60428  
(708) 333-7300  
ILL. C.C. 176 RTV-R

**PROPERTY OWNER OR AGENT:**

\_\_\_\_\_  
Name of Signatory (*please print*)

\_\_\_\_\_  
Name of Company (*please print*)

\_\_\_\_\_  
Company Mailing Address

(\_\_\_\_\_)\_\_\_\_\_  
Company Telephone Number

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. Is this property, for which PROPERTY OWNER OR AGENT is responsible, currently bound to an existing written contract with another relocation towing company: YES \_\_\_ NO \_\_\_.
3. PROPERTY OWNER OR AGENT hereby authorizes and directs RELOCATOR to relocate or tow all unauthorized or trespassing vehicles from the following private property(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(See attached sheet for additional details.)*

4. The parking limits for these property(s) are as follows, and all vehicles in violation of these limits are unauthorized or trespassing vehicles:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(See attached sheet for additional details.)*

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

\_\_\_\_\_  
\_\_\_\_\_

*(See attached sheet for additional details.)*

6. PROPERTY OWNER OR AGENT shall be responsible for correct and proper identification of vehicles to be relocated or towed. PROPERTY OWNER OR AGENT shall make a reasonable investigation to insure that vehicles identified to RELOCATOR to be removed by towing are not authorized to be parked on the property from which they are to be removed.

7. 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), (i) must be delivered to RELOCATOR in writing by facsimile notice; (ii) cannot exceed fourteen (14) days in duration, and (iii) that it is the responsibility of PROPERTY OWNER OR AGENT to renew temporary orders when necessary.
8. RELOCATOR will initially provide to PROPERTY OWNER OR AGENT, free of charge, signs warning that unauthorized or trespassing vehicles will be relocated or towed from the above described property(s). RELOCATOR will install said signs at the above-described property(s). RELOCATOR is granted the exclusive right to supply and/or install said signs for the term of this Agreement.
9. Said warning signs will remain the property of RELOCATOR. RELOCATOR may periodically clean each sign installed under this Agreement.
10. RELOCATOR shall have the absolute right to enter upon said property(s) to post, maintain, replace or remove warning signs.
11. The provisions of paragraphs 8 and 9 shall remain in full force and effect until all signs have been removed by RELOCATOR notwithstanding the termination of this Agreement. RELOCATOR will make every effort to remove such warning signs from the property within ten (10) days of termination of this Agreement.
12. 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, except as set forth for the towing or removal of each and every NON-STANDARD VEHICLE, such as, but not limited to, a boat, trailer, motorcycle, moped, travel trailer, jet-ski or misc. equipment.
13. PROPERTY OWNER OR AGENT assigns all rights, claims, liens and causes of action it may have against 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.
14. RELOCATOR, at its discretion, may refuse a relocation tow requested by PROPERTY OWNER OR AGENT, on any vehicle or container, which may contain an unidentifiable or hazardous material(s). RELOCATOR shall notify PROPERTY OWNER OR AGENT, upon inspection of said vehicle(s) or container requested to be towed without any cost or obligation by PROPERTY OWNER OR AGENT to RELOCATOR.
15. PROPERTY OWNER OR AGENT shall pay to the RELOCATOR the following fees:
  - a. Notwithstanding anything herein to the contrary, for each and every NON-STANDARD VEHICLE, such as, but not limited to: boat, trailer, motorcycle, moped, travel trailer, jet-ski or various construction equipment, the PROPERTY OWNER OR AGENT may be required, at RELOCATOR'S discretion, to pay to RELOCATOR, prior to removal of each said NON-STANDARD VEHICLE, a fee normally charged by the RELOCATOR for the towing and transport of non-relocation vehicles or equipment, for each and every such NON-STANDARD VEHICLE as directed by PROPERTY OWNER OR AGENT to be removed.
16. 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.
17. 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 and agents.
18. 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 for any action taken by PROPERTY OWNER OR AGENT, its employees and agents relating to this Agreement.
19. 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 through enforcing this Agreement.
20. 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.
21. This Agreement takes effect upon execution and shall remain in effect until terminated in accordance with provisions herein.
22. 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 addresses shown above.
23. 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. Neither party has relied on any representations, written or verbal, other than those express written representations made within this Agreement. The parties agree that neither has demanded, offered, collected, received or gives the other anything of value, other than that set forth in this Agreement, concerning the obligations of the parties under this Agreement.

- 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 that succeeds the PROPERTY OWNER OR AGENT as the property owner or agent.
  
- e. 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 PROPERTY OWNER OR AGENT hereby consents to removal of any proceeding filed elsewhere to the courts of Cook County, Illinois.
  
- f. 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 \_\_\_\_\_, 20\_\_\_\_.

**RELOCATOR:**

**PROPERTY OWNER OR AGENT:**

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_