



## **BID PACKET COVER PAGE**

**Bid Documents for:  
Exclusive Franchise Agreement  
Motor Vehicle Towing and Storage Services**

**Bids Submitted to:  
City of Erlanger  
City Clerk Sherry Hoffman  
505 Commonwealth Avenue  
Erlanger, KY 41018**

**Questions Submitted to:  
Erlanger Police Department  
Assistant Chief Mike Leming  
859-727-7599  
mike.leming@erlangerpd.com**



**CITY OF ERLANGER  
SOLICITATION FOR SEALED BIDS  
AND PROPOSALS**

The City of Erlanger, 505 Commonwealth Avenue, Erlanger, KY, 41018, hereby solicits and advertises for an exclusive three (3) year franchise for the service, towing and storage of motor vehicles requested by the City as described and specified in the bid packet entitled City of Erlanger Exclusive Motor Vehicle Towing and Storage Service Franchise Bid, copies of which are available at the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, KY 41018.

All bids and proposals in response to this advertisement and solicitation must be received by the Erlanger City Clerk on or before 10:00 a.m. on Tuesday, February 13, 2024, with time being of the essence, on a form provided by the Erlanger City Clerk and completed according to the Bid Instructions provided thereby, including all required attachments; and enclosed within a sealed envelope, with the words "City of Erlanger Exclusive Motor Vehicle Towing and Storage Service Franchise Bid" written, typed or otherwise indicated on the outside of the envelope.

The City of Erlanger reserves the right to not only reject any and all bids and proposals submitted in response to this advertisement and solicitation, for any reason or no reason; but especially those that are not in conformity with either the bid instructions or the specifications provided by the City, but also to accept bids and proposals submitted in response to this advertisement and solicitation that do not conform to those bid instructions and specifications.



## INSTRUCTIONS TO BIDDERS

1. Read the City of Erlanger Exclusive Motor Vehicle Towing and Storage Services Bid Form, Agreement, and Specifications attached hereto and made a part hereof by reference. They describe the specifications and contractual provisions related to your proposal. Any changes in those specifications or contractual provisions may invalidate any bid or proposal that includes those changes.
2. Complete the Bid Form attached hereto and made a part hereof by reference by providing the following information in the blanks for it:
  - 2.1 The amount of the bid or proposal.
  - 2.2 The complete name, address, telephone number and e-mail address of the Bidder.
  - 2.3 The signature of the Bidder or someone signing for the Bidder.
  - 2.4 The printed name of the signatory.
  - 2.5 The date.
3. Complete the Agreement attached hereto and made a part hereof by reference by:
  - 3.1 Print the name of the Bidder as the Franchisee in the first paragraph.
  - 3.2 Sign the Agreement.
  - 3.3 Have the signature notarized.
4. Seal the signed Bid Form, Schedule attachments, and signed and notarized Agreement within an envelope with the words “City of Erlanger Exclusive Motor Vehicle Towing and Storage Services Bid” written or otherwise indicated on the outside of the envelope; and deliver the sealed envelope to the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, Kentucky before 10:00 a.m., prevailing time on or before February 13, 2024.



## BID FORM

The undersigned Bidder hereby authorizes the City of Erlanger to investigate the Bidder and inspect and copy any and all records, books of account, correspondence, or other documents reasonably necessary for the City of Erlanger to determine the responsibility and ability of the Bidder to comply with terms and provisions hereof.

Amount Bid

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Complete Name of Bidder

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Signature of Bidder or  
Authorized Representative

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Printed Name of Signatory

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Complete Address of Bidder

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Telephone Number of Bidder

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E-mail address of Bidder

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Date

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## **SPECIFICATIONS**

Instructions for submitting an application for a three (3) year exclusive franchise for the services of towing, storing, and servicing motor vehicles:

### Instruction No. 1

Provide the following information about the applicant submitting the proposal:

1. The name of the business.
2. The business address and location of the business.
3. The location of the building and outside area used by the business for the storage of motor vehicles, along with a description of them.
4. The daytime telephone numbers of the business.
5. The 24 hour telephone number of the business to be used by Erlanger to request the services of the business.
6. A description of the organizational structure of the business; i.e. sole proprietorship, partnership, corporation, limited liability company or joint venture.
7. The names, addresses and telephone numbers of:
  - 7.1 Everybody who has any ownership interest in the business.
  - 7.2 Each officer of the business
  - 7.3 Each employee of the business.
8. The name and address of each existing creditor of the business, with the amount due each of them.
9. The names, addresses and telephone numbers of three (3) references for the business.

## Instruction No. 2

Provide the following documentation with your proposal:

1. The deed or lease of the business for the building and outside area used by the business for the storage of motor vehicles.
2. An itemization of :
  - 2.1 Each motor vehicle by which the business proposes to provide towing services to Erlanger, with the year, manufacturer, model and vehicle identification number thereof.
  - 2.2 Each item of all other equipment by which the business proposes to provide towing services to Erlanger, with the manufacturer and model thereof.
3. Written policies and programs of the business for the training of the officers, agents and employees of the Franchisee in regard to the following subjects, including, as a part of those written policies and programs, disciplinary procedures and penalties for violations thereof:
  - 3.1 The efficient and safe operation of the vehicles and equipment provided to them; and
  - 3.2 Their conduct with others in regard to the motor vehicles removed and stored by the Franchisee; and
  - 3.3 The fair and prompt resolution of complaints by others in regard to damage or loss to either or both the towed motor vehicle and any tangible personal property in it or any theft or loss of that motor vehicle or tangible personal property.
4. The following policies of insurance for the business:
  - 4.1 Comprehensive motor vehicle liability insurance policy with a combined single limit of no less than \$1,000,000.00; and
  - 4.2 Commercial general liability insurance with death and bodily injury liability limits of no less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence and

property damage coverage limits of no less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) annual aggregate; and

4.3 Cargo and garage keepers liability insurance with a limit of no less than Two Hundred Fifty Thousand Dollars (\$250,000); and

4.4 Workers' Compensation insurance with at least the minimum coverage required by Kentucky law.

5. An accreditation of the business by a towing training institute that issues "Continuing Education Credits."

6. Copies of the federal income tax returns for the business for the last three (3) years.

### Instruction No. 3

Review the attached "Exclusive Agreement for Motor Vehicle Towing and Storage Services"; and:

1. Complete the blanks in the first paragraph by inserting in the blanks the name and address of the business; and
2. Complete the blank in section 3.0 by inserting the amount or computation of the monthly fee that the business is proposing to pay Erlanger for the franchise agreement; and
3. Complete the Schedule A that is entitled "Franchisee Vehicles and Equipment" and attached to the agreement by providing the itemizations described in section 2.1 and 2.2 of these Instructions; and
4. Complete the Schedule B that is entitled "Motor Vehicle Towing And Storage" and attached to the agreement by providing in that schedule an itemization of the fees and charges proposed by the business for towing and storing motor vehicles that are not owned or leased by Erlanger to an Erlanger approved storage building or area of the business; and

5. Complete the Schedule C that is entitled "Motor Vehicle Towing" and attached to the agreement by providing in that schedule an itemization of the fees and charges proposed by the business for towing vehicles to a storage facility other than a building or storage area provided by the business; and
6. Complete the Schedule D that is attached to the agreement and entitled "Erlanger Motor Vehicle Towing and Service Fees" by providing in that schedule an itemization of the fees and charges proposed by the business for towing motor vehicles that are owned or leased by Erlanger.





**EXCLUSIVE FRANCHISE AGREEMENT FOR  
MOTOR VEHICLE TOWING AND STORAGE SERVICES**

This Agreement is by and between the **CITY OF ERLANGER**, a City of the Home Rule Class, in Kenton County, Kentucky, with offices at 505 Commonwealth Ave., Erlanger, Ky. 41018, its successors and assigns, all of whom shall hereinafter be identified and referred to collectively as **“Erlanger;”** and

\_\_\_\_\_  
(Printed name of Franchisee)  
with offices at \_\_\_\_\_

who shall hereinafter be identified and referred to as the **“Franchisee.”**

**WITNESSETH:**

**WHEREAS**, Erlanger has a need for the services of those engaged in the business of towing and storing motor vehicles; and

**WHEREAS**, the City advertised for bids for the City of Erlanger’s Exclusive Motor Vehicle Towing and Storage Service Franchise Bid on January 30, 2024, at LinkNKY; and

**WHEREAS**, on February 13, 2024, the **Franchisee** submitted the proposal attached hereto and made a part of hereof by reference; and

**WHEREAS**, the bid of the **Franchisee** was accepted by the City at a meeting of the Erlanger City Council on \_\_\_\_\_; and

**WHEREAS**, the need of Erlanger has recently averaged around 30 tows a month; but there is no way of knowing whether that need will increase or decrease in the future and Erlanger makes no representations, guarantees or warranties in regard to that future need; and

**WHEREAS**, the Franchisee is engaged in the business of towing and storing motor vehicles; and

**WHEREAS**, the Franchisee wants a franchise from Erlanger for the exclusive right of the Franchisee to tow and store those motor vehicles ordered by the Erlanger police officers to be removed from the streets and other public ways within the jurisdictional boundaries of the Erlanger Police Department; along with the right to charge the fees for that towing and/or storage provided herein to that person who is the owner or has the right to the possession of the towed and/or stored motor vehicle; and Erlanger is agreeable thereto upon the terms and conditions provided herein;

**NOW, THEREFORE**, in consideration of the mutual and reciprocal covenants and provisions hereof, Erlanger and the Franchisee hereby agree as follows:

## **1.0 Definitions**

As used in this Agreement, the following words and phrases have the meanings provided for them:

1.1 **Motor Vehicle Owner** - The words "owner" means and includes all persons who have an ownership, possessory or security interest in a motor vehicle.

1.2 **Tow** – The word “tow” means to transport by means of towing, carrying, or otherwise.

## **2.0 Franchise**

This Agreement is a franchise for the exclusive right of the Franchisee to service, and/or tow and store those motor vehicles:

2.1 Ordered by the Erlanger Police to be removed from the streets and other public ways within the jurisdictional boundaries of the Erlanger Police Department, without the agreement or consent of the owner or operator of that motor vehicle; or

2.2 Voluntarily requested by the owner or operator thereof through the Erlanger Police; or

2.3 Owned by Erlanger;

but, with the right of the Franchisee to charge the owner of those motor vehicles and Erlanger the fees for such servicing, towing and storage limited to those fees and charges provided in this Agreement.

## **3.0 Franchise Fee**

As a fee for the exclusive franchise provided herein, the Franchisee shall and hereby agrees to pay to Erlanger a monthly fee in the amount of

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(INSERT A SPECIFIC DOLLAR AMOUNT ON THIS LINE)

on or before the first day of each calendar month during which this Agreement is effective.

## **4.0 Term**

### **4.1 - Initial Term**

The initial term of this Agreement shall be for a three year period beginning at midnight on the evening of June 30, 2024, and ending at midnight on the evening of June 30, 2027, with all required customer notifications occurring before then.

### **4.2 - Term Period**

The term of this Agreement shall be for a period of three (3) years.

## **5.0 Continuing Duties and Responsibilities of the Franchisee**

At all times while this Agreement is effective, the Franchisee shall, 24 hours a day, 7 days a week and 52 weeks a year, continually own, provide to Erlanger and operate and engage in the business of towing motor vehicles and storing them in either Kenton County or Boone County in Northern Kentucky, with no less than the following facilities, insurance, equipment, personnel and policies:

5.1. A principal office and place of business in either Kenton or Boone County, Kentucky with:

5.1.1 Access from a public street; and

5.1.2 The name, phone number and street number of the franchisee, posted and visible from the public street; and

5.1.3 A copy of the schedule of fees that is attached to this Agreement posted in the area of the business most frequented by the public; and

5.1.4 Hours of business during which the office and place of business is open to the public no less than after 8:00 a.m. and before 5:00 p.m., Monday through Friday, and after 8:00 a.m. and before 1:00 p.m. on Saturdays, with the exception of national and state holidays; and

5.1.5 With an Erlanger approved building or garage in which towed motor vehicles may be stored, with a minimum of two (2) secure vehicle stalls reserved for Erlanger, to all of which access is limited to the Franchisee by lock and key; and

5.1.6 With an Erlanger approved motor vehicle storage area outside of that building or garage, with a capacity for no less than thirty (30) motor vehicles, all of which shall be: (a) separated from any other motor vehicle storage area of the Franchisee; and (b) artificially illuminated in all areas after sunset and before sunrise each day to no less than that approved by Erlanger or the maximum illumination allowed by any applicable law; and (c) enclosed within a fence with: (i) a height of no less than eight feet above the surface of the ground; and (ii) a six (6) strand barbed wire Y- bracket top, to all of which access is limited to the Franchisee by lock and key.

5.1.7 With at least all of the vehicles and equipment identified in the Schedule A entitled Franchisee Vehicles and Equipment attached hereto and incorporated herein by reference, or equal substitutes.

5.1.8 With written policies and programs for the training of the officers, agents and employees of the Franchisee in regard to the following subjects, including, as a part of those written policies and programs, disciplinary procedures and penalties for violations thereof:

5.1.8.1 The efficient and safe operation of the vehicles and equipment provided to them; and

5.1.8.2 Their conduct with others in regard to the motor vehicles removed and stored by the Franchisee; and

5.1.8.3 The fair and prompt resolution of complaints by others in regard to damage or loss to either or both the towed motor vehicle and any tangible personal property in it or any theft or loss of that motor vehicle or tangible personal property.

5.1.9 With the following policies of insurance in effect, for which Erlanger has received a certificate of insurance from the insurance company, and in which the Franchisee is the named insured and Erlanger is an additional insured on a primary and noncontributory basis, and in which there is a provision for the written notification to Erlanger of any cancellation, modification or termination of that policy of insurance no less than thirty (30) days prior to the effective date thereof:

5.1.9.1 Comprehensive motor vehicle liability insurance policy with a combined single limit of no less than \$1,000,000.00; and

5.1.9.2 Commercial general liability insurance with death and bodily injury liability limits of no less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence and property damage coverage limits of no less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) annual aggregate; and

5.1.9.3 Cargo and garage keepers liability insurance with a limit of no less than Two Hundred Fifty Thousand Dollars (\$250,000.00); and

5.1.9.4 Workers' Compensation insurance with at least the minimum coverage required by Kentucky law; and

5.1.9.5 Commercial Umbrella Liability policy with a minimum limit of \$1,000,000 per occurrence.

5.1.10 Have available and provide to Erlanger 24 hours a day, seven (7) days a week, 52 weeks a year, experienced operators of motor vehicles designed for towing other motor vehicles, who have:

5.1.10.1 Been trained in the operation of those motor vehicles and the policies, procedures and programs of the Franchisee described in 5.1.8 hereof; and

5.1.10.2 Possess a valid Kentucky CDL license for the

operation of those motor vehicles; and

5.1.10.3 Possess a valid current certification for the operation of those motor vehicles by an accredited towing and recovery training institute that issues "Continuing Education Credits"; and who have no history of any criminal activities.

5.1.11 Continually provide a telephone number to Erlanger 24 hours a day, Seven (7) days a week and 52 weeks a year, at which the Franchisee will receive and immediately respond to requests of Erlanger to tow or service motor vehicles.

## **6.0 Intermittent Duties and Responsibilities of the Franchisee**

While this Agreement is effective:

6.1 Every time that an officer, agent or employee of Erlanger calls the telephone number provided by the Franchisee and requests the services of the Franchisee at a specified location anywhere in the Cincinnati-Middletown Metropolitan Statistical Area, as defined by the U. S. Bureau of the Census, the Franchisee, through the officers, agents, and employees thereof shall:

6.1.1 Respond to that call, at the sole cost and expense of the Franchisee, by causing motor vehicles sufficient in number, size and capacity, along with experienced and trained operators thereof, to provide the services requested at the location specified in the request and within 20 minutes after the Erlanger call, unless the Erlanger call is an additional call within 20 minutes after a previous call, in which event the time of the



response of the Franchisee shall be within 30 minutes after the additional call. In the event that the Franchisee fails to respond to the designated location within 30 minutes after the Erlanger call, Erlanger may cancel the request to the Franchisee, at no cost to Erlanger, by notifying the Franchisee of that cancellation by a call to the telephone number provided by the Franchisee; and then cause others to provide the requested services.

6.1.2 Throughout the response of the Franchisee to the request of Erlanger for the services of the Franchise, the Franchisee shall provide the services of the Franchisee in a courteous, orderly, ethical and businesslike manner. The Franchisee is representing Erlanger sometimes on a daily basis; and, therefore, the Franchisee shall cause all motor vehicles and equipment provided by the Franchisee to be in a neat, clean and functional condition in conformity with the design thereof; and each owner, officer, agent and employee of the Franchisee shall at all times conduct themselves in conformity with the written programs and policies of the Franchisee.

6.1.3 Upon arrival at the location specified in the Erlanger request, the Franchisee shall first consult with the Erlanger Police Officers at that location to determine if the services of the Franchisee have been requested by Erlanger for:

6.1.3.1 The tow of a motor vehicle with the consent of and at the request of the owner or operator of the motor vehicle, so that the tow of the motor vehicle is voluntary rather than involuntary within the meaning of KRS 376.275, or

6.1.3.2 The tow of a motor vehicle without the consent of the owner or operator of that motor vehicle, and for any reason other than the enforcement of parking ordinances pursuant to KRS 82.600 through KRS 82.640; or

6.1.3.3 The tow of a motor vehicle without the consent of the owner or operator of that motor vehicle, and for the enforcement of parking ordinances pursuant to KRS 82.600 through KRS 82.640; or

6.1.3.4 The tow of a motor vehicle owned or leased by Erlanger, or service to it by jump starting or changing flat tires of the vehicle.

6.1.4 In the event that the services of the Franchisee were requested with the consent of and at the request of the owner or operator of a motor vehicle, so that the tow of that motor vehicle by the Franchisee is voluntary rather than involuntary within the meaning of KRS 376.275, the Franchise shall tow that motor vehicle to a location specified by the owner or operator thereof, with the charges of the Franchisee to the owner

or operator limited to those allowed to the Franchisee by this Agreement, for which Erlanger shall have no obligation or liability.

6.1.5 In the event that the services of the Franchisee requested by Erlanger are for the tow of a motor vehicle without the consent of the owner or operator of the vehicle, and the request for the services of the Franchisee is not canceled by an Erlanger Police Officer at the location of the tow, the Franchisee, shall:

6.1.5.1 Deliver to the Erlanger Police Officers and any owner or operator of the motor vehicle who is present at the time of the tow thereof, a pre-printed notice approved by Erlanger that identifies: (a) the motor vehicle by make, model, year, vehicle identification number (VIN) and registration number; and (b) the name, address and telephone number of the Franchisee; and (c) the charges of the Franchisee that are authorized by this Agreement for the towing and storage services of the Franchisee; and (d) the hours identified in section 5.1.4 during which the Franchisee is open for business and the impounded vehicle may be retrieved.

6.1.5.2 Take possession of the motor vehicles specified by the Erlanger Police Officers and tow them to either: (a) the Erlanger approved building or storage area of the Franchisee; or (b) a

storage building or area provided by Erlanger, as directed by the Erlanger Police Officers.

6.1.6 In the course of towing and storing motor vehicles specified by the Erlanger Police Officers, the Franchisee, through the agents and motor vehicle operators thereof, shall:

6.1.6.1 Comply with all of the policies of the Erlanger Police Department regarding the tow and storage of motor vehicles; and

6.1.6.2 Comply with all of the directions of the Erlanger Police Officers directing the tow, including, without limitation, those directions to prevent impediments to motor vehicle traffic and hazards to both property and the public safety and welfare; and

6.1.6.3 Take every precaution at all times for the protection of persons and property, including that of the owner and/or operator of the towed motor vehicle, Erlanger, the Franchisee and their officers, agents and employees; and

6.1.6.4 Be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the tow and storage of the motor vehicles specified by the Erlanger Police Officers; and

6.1.6.5 Provide for the removal of debris specified by the Erlanger Police Officers at the location of the tow, including, without

limitation, the removal of any broken glass, bent material and other road hazards, without any additional charges for that removal.

6.1.6.6 Comply with the provisions of KRS 376.275(2) unless:

6.1.6.6.1 The services of the Franchisee were requested with the consent of and at the request of the owner or operator of the towed motor vehicle, so that the tow of that motor vehicle was voluntary rather than involuntary within the meaning of KRS 376.275; or

6.1.6.6.2 The motor vehicle is owned or leased by Erlanger or;

6.1.6.6.3 The services of the Franchisee were for the enforcement of parking ordinances pursuant to KRS 82.600 through KRS 82.640.

6.1.6.7 Safely keep the towed motor vehicle within the storage building or area specified by the Erlanger Police Officer until the release or sale thereof is authorized by Erlanger; and, during that time, preclude access thereto by anybody without the authority of Erlanger; and allow access thereto by Erlanger and others authorized by Erlanger, during the hours that the business of the Franchisee is open pursuant to section 5.1.4 of this Agreement, without any additional charge for that access; and

6.1.7 After the Erlanger Police have authorized the Franchisee to release the towed motor vehicle to the owner of it, the Franchisee shall continue to safely keep that motor vehicle within the storage building or area specified by Erlanger until:

6.1.7.1 The Franchisee has received all of the charges allowed to the Franchisee by this Agreement; provided, however, that the Franchisee shall accept payment thereof by credit or debit cards, at no additional charge to the owner; or franchisee may request cash only payments impound fees to prevent someone from contesting a charge.

6.1.7.2 Motor vehicles towed in the enforcement of parking ordinances pursuant to KRS 82.600 through KRS 640 are disposed of pursuant to KRS 82.630; or

6.1.7.3 Motor vehicles towed for any reason other than the enforcement of parking ordinances pursuant to KRS 82.600 through KRS 82. 640 are disposed of pursuant to KRS 376.275(3).

6.1.8 Upon compliance with all of the conditions of Erlanger for the release of a motor vehicle towed by the Franchisee at the request of Erlanger, and the receipt by the Franchisee of all of the charges allowed to the Franchisee by this Agreement, the Franchisee shall release that motor vehicle to the owner of it in the same condition that it was in when the

Franchisee towed it; and the Franchisee shall provide the owner and Erlanger with a receipt that identifies:

6.1.8.1 The name, address and telephone number of the Franchisee; and

6.1.8.2 All of the charges of the Franchisee that are authorized by this Agreement for the towing and storage services of the Franchisee; and

6.1.8.3 An itemization of all of the charges of the Franchisee to the owner; and

6.1.8.4 The name, address and telephone number of the agent, employee or motor vehicle operator of the Franchisee who physically towed the motor vehicle; and

6.1.8.5 The telephone number of the Erlanger Police Department designated by Erlanger to receive complaints about the Franchisee.

6.2 Within seven (7) days after the last day of each calendar month while this Agreement is effective, the Franchisee shall provide to the Erlanger Police Department a written report in which each motor vehicle in storage with the Franchisee at the request of Erlanger on the last day of the calendar month immediately preceding that report is identified by make, model, year, vehicle identification number (VIN), registration number and the name and address of the last registered owner.

6.3 Every time that an officer, agent or employee of Erlanger calls the telephone number provided by the Franchisee and requests the Franchisee to jump start, change flat tires, or tow a motor vehicle owned or leased by Erlanger, the Franchisee, through the officers, agents, and employees thereof shall provide the service requested without any charge to Erlanger for that service, except as provided in the following section 7.6.

## **7.0 Franchisee Compensation**

The compensation of the Franchisee for the services thereof provided pursuant to the provisions of this Agreement shall be as follows:

7.1 In the event that the Franchisee is directed by an Erlanger Police Officer to tow a motor vehicle without the consent and agreement of the owner or operator of it to an Erlanger approved storage building or area of the Franchisee, the compensation of the Franchisee for such services shall be those provided in the Schedule B entitled Motor Vehicle Towing and Storage attached hereto and incorporated herein by reference, which shall be recovered by the Franchisee from the owner of the motor vehicle and not from Erlanger, and for which Erlanger shall have no obligation or liability to the Franchisee; provided, however, that the Franchisee may not charge any storage fees during that period of time in which the motor vehicle is held by Erlanger for the purposes of criminal investigations, prosecutions or forfeiture.

7.2 In the event that the Franchisee is directed by an Erlanger Police Officer, to tow a motor vehicle to a location other than a building or storage area



provided by the Franchisee, Erlanger shall pay the Franchisee the fee for that tow provided in the Schedule C entitled Motor Vehicle Towing attached hereto and incorporated herein by reference; but only upon receipt from the Franchisee of an invoice for that tow, which identifies the date, time and location of that tow and the vehicle towed by year, make model and vehicle identification number and registration number.

7.3 In the event of a sale of a towed motor vehicle pursuant to the provisions of either KRS 376.275 or KRS 82.630, the proceeds of the sale shall be allocated and paid to Erlanger for all of the fines, penalties, and charges of Erlanger related to the towed motor vehicle and the owner of it before there is any allocation and payment of any portion of such proceeds to the Franchisee for the towing and storage charges thereof allowed by this Agreement.

7.4 In the event that the proceeds of a sale of the towed motor vehicle pursuant to the provisions of either KRS 376.275 or KRS 82.630 are insufficient to provide for the payment of all of the towing and storage charges of the Franchisee allowed by this Agreement and all of the fines, penalties, and charges of Erlanger related to the towed motor vehicle and the owner of it, the net proceeds of that sale shall be divided proportionally between Erlanger and the Franchisee, in which the proportion of Erlanger shall be one-third ( $\frac{1}{3}$ ) of the net proceeds of that sale and the proportion of the Franchisee shall be two-thirds ( $\frac{2}{3}$ ) of the net proceeds of that sale.

7.5 In the event that Erlanger retains the possession and use of a towed motor vehicle pursuant to the provisions of KRS 82.630, Erlanger shall pay the Franchisee for all of the towing; but only three (3) days of the storage charges of the Franchisee allowed by this Agreement.

7.6 In the event that an officer, agent or employee of Erlanger calls the telephone number provided by the Franchisee and requests the Franchisee to jump start, change flat tires or tow a motor vehicle owned by Erlanger, the Franchisee, through the officers, agents, and employees thereof shall provide the services requested without any charge to Erlanger for that service.

#### **8.0 Limitation of Liability and Indemnification**

Erlanger shall not be liable to the Franchisee for any costs, expenses, damages or any other claims for relief which are in any way related to this Agreement; and the Franchisee shall pay, indemnify and hold Erlanger, and the officers, agents and employees thereof harmless from all claims and causes of action by others, which: (a) are, in any way related to the services provided by the Franchisee pursuant to the provisions hereof: and (b) do not involve any negligence or willful misconduct of any officer, agent or employee of Erlanger. This indemnification includes all investigation and litigation expenses of Erlanger in regard to such claims and causes of action, including, without limitation, court costs and reasonable attorney fees. This indemnification shall remain operative and in full force and effect, regardless of any termination or cancellation of this

Agreement, and shall be in addition to all other duties and responsibilities of the Franchisee pursuant to the provisions of this agreement.

The Franchisee and its insurance company waive its Right to Recovery (Waiver of Subrogation) against Erlanger and Erlanger's insurance companies.

## **9.0 Termination**

Upon the second violation of any provision of this Agreement after a written notification of the first violation thereof to the Franchisee from Erlanger, by certified mail, return receipt requested, or personal delivery, this Agreement may be terminated by Erlanger through a written notice thereof to the Franchisee, by certified mail, return receipt requested or personal delivery more than ten (10) days prior to the effective date thereof.

## **10.0 Miscellaneous Provisions:**

10.1 **Governing Law** – This Agreement shall be interpreted, construed and governed by Kentucky law.

10.2 **Severability** – If any provision of this Agreement shall be determined by a Court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect.

10.3 **Assignability** – This Agreement may not be assigned by either Erlanger or the Franchisee without the written consent of the other.

10.4 **Amendment** – This Agreement may be amended only by a written agreement signed by both Erlanger and the Franchisee.

10.5 **Prior Agreements** – This Agreement states the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, written or oral, entered into by the parties relating to the subject matter hereof.

10.6 **Headings** – Headings of the paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only, and shall in no way affect the interpretation of, restrict or otherwise modify any of the terms and provisions hereof.

10.7 **Notices** – All invoices and notices to Erlanger pursuant to the provisions of this Agreement shall be addressed and delivered to the Erlanger Police Department at 505 Commonwealth Ave., Erlanger, Ky. 41018; and all notices to the Franchisee pursuant to the provisions of this Agreement shall be addressed and delivered to the Franchisee at the location of the offices thereof identified herein.

**IN WITNESS WHEREOF**, this Agreement has been signed by and on behalf of the Franchisee and by **JESSICA FETTE** as Mayor of the City of Erlanger, pursuant to the authority of an ordinance of the City Council thereof, on the dates indicated.

The Franchisee shall sign this Agreement first, as an offer to Erlanger, which shall be irrevocable and remain open for acceptance by Erlanger until midnight on the evening of June 1, 2024.

Mayor, City of Erlanger

505 Commonwealth Avenue, Erlanger, Ky. 41018

\_\_\_\_\_  
(PRINTED NAME OF CONTRACTOR)

\_\_\_\_\_  
(MAILING ADDRESS OF CONTRACTOR)

IN WITNESS THEREOF THIS AGREEMENT HAS BEEN SIGNED FOR AND ON BEHALF OF THE VENDOR AND THE CITY OF ERLANGER BY AND THROUGH THEIR RESPECTIVE OFFICIALS ON THE DATES INDICATED.

SUBSCRIBED AND SWORN TO before me, a Notary Public, by Jessica Fette, as Mayor of the City of Erlanger, on \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC  
Kentucky, State at Large

\_\_\_\_\_  
MAYOR JESSICA FETTE

Commission Expires \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me, a Notary Public, by \_\_\_\_\_ of \_\_\_\_\_  
(PRINTED NAME OF SIGNATORY) (PRINTED NAME OF CONTRACTOR)  
on \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Signature of Signatory

Commission Expires \_\_\_\_\_  
State of \_\_\_\_\_



**SCHEDULE A  
FRANCHISEE VEHICLES AND EQUIPMENT  
(Please attach this information here)**



**SCHEDULE B**  
**MOTOR VEHICLE TOWING AND STORAGE**

Franchisee shall charge only the following fees for towing vehicles to an Erlanger approved storage building or area of the Franchisee.

1.0 Towing Fees

1.1 Standard Tow from 06:00 to 18:00 \$ \_\_\_\_\_

1.2 Night Tow from 18:00 to 06:00 \$ \_\_\_\_\_

1.3 Dolly Fee \$ \_\_\_\_\_

1.4 Winching (1<sup>st</sup> half hour) \$ \_\_\_\_\_

1.5 Winching (After 1<sup>st</sup> half hour) \$ \_\_\_\_\_

1.6 Standby Time (1<sup>st</sup> half hour) \$ \_\_\_\_\_

1.7 Standby Time (After 1<sup>st</sup> half hour) \$ \_\_\_\_\_

1.8 Mileage Outside City Limits \$ \_\_\_\_\_

1.9 Go Jacks \$ \_\_\_\_\_

1.10 Recovery 1<sup>st</sup> hour per unit \$ \_\_\_\_\_

1.11 Recovery After 1<sup>st</sup> hour per unit \$ \_\_\_\_\_

2.0 Storage Fees

Outside Storage

2.1 Cars, pickups, motorcycle \$ \_\_\_\_\_

2.2 Trucks, tractors, busses \$ \_\_\_\_\_

2.3 After hours/holiday release charge \$ \_\_\_\_\_

Inside Storage

2.1 Cars, pickups, motorcycles \$ \_\_\_\_\_

2.2 Trucks, tractors, busses \$ \_\_\_\_\_

2.3 After hours/holiday release charge \$ \_\_\_\_\_





**SCHEDULE C  
MOTOR VEHICLE TOWING**

Franchisee shall charge only the following fees to Erlanger for towing vehicles to a storage facility other than a building or storage area provided by the Franchisee.

- |   |          |
|---|----------|
| 1. Day Tow from 06:00 to 18:00                    | \$ _____ |
| 2. Night Tow from 18:00 to 06:00                  | \$ _____ |
| 3. Dolly Fee                                      | \$ _____ |
| 4. Winching (1 <sup>st</sup> half hour)           | \$ _____ |
| 5. Winching (After 1 <sup>st</sup> half hour)     | \$ _____ |
| 6. Standby Time (1 <sup>st</sup> half hour)       | \$ _____ |
| 7. Standby Time (After 1 <sup>st</sup> half hour) | \$ _____ |
| 8. Mileage Outside City Limits                    | \$ _____ |
| 9. Go Jacks                                       | \$ _____ |
| 10. Recovery 1 <sup>st</sup> hour per unit        | \$ _____ |
| 11. Recovery After 1 <sup>st</sup> hour per unit  | \$ _____ |



**SCHEDULE D**  
**ERLANGER MOTOR VEHICLE TOWING AND SERVICE FEES**

- |  |          |
|--|----------|
| 1. Involved in a Traffic Crash   | \$ _____ |
| 2. Breakdown/Inoperable  | \$ _____ |
| 3. Re-tow  | \$ _____ |
| 4. Mileage after 50 mile radius<br>(from site of tow to repair garage) | \$ _____ |
| 5. Jump start  | \$ _____ |
| 6. Change Tire   | \$ _____ |