



**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

Airport Towing LLC
(Printed name of Franchisee)
with offices at 32 Kenton Lands Rd Erlanger, KY 41018

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

1,250.00
(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.

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.

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 Edward L. Thomas of Airport Towing LLC
Drville L. Thomas (PRINTED NAME OF SIGNATORY) (PRINTED NAME OF CONTRACTOR)
on February 12, 2024.

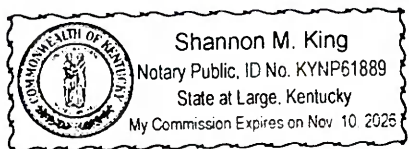
[Signature]

NOTARY PUBLIC

[Signature]
Edward L. Thomas

Signature of Signatory

Commission Expires 11/10/2026
State of Kentucky





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

2.2 Vehicles and Equipment

Itemization of Motor Vehicles

Heavy Duty Recover Wreckers

01. 20 Peterbilt 389	1NPXX4TX3LD678239	Heavy Duty 50 Ton Rotator
02. 08 Peterbilt 367	1XPTD49X98D756776	Heavy Duty 50 Ton Wrecker
03. 20 Peterbilt 389	1NPXL49XXLD630367	Heavy Duty 35 Ton Wrecker
04. 96 Peterbilt 387	1XPFL69X2TN392117	Heavy Duty 30 Ton Wrecker
05. 23 Peterbilt 389	1NPXL49X6PD838025	Heavy Duty 25 Ton Wrecker

Heavy Duty Road Tractors

01. 14 Mack Pinnacle	1M1AW02Y2EM038741	Heavy Duty Road Tractor
02. 11 Intl Pro Star	3HSDHSJR4BN393229	Heavy Duty Road Tractor
03. 95 Intl 9400	2HSFHAER85C068260	Heavy Duty Road Tractor

Medium Duty Recovery Wreckers

01. 18 Ford F750	1FDXF7DX7JDF03365	16 Ton Med Duty Wrecker
02. 05 Ford F650	3FRWX65T25V132755	16 Ton Med Duty Wrecker

Medium Duty Rollback Carriers

01. 22 Ford F650	1FDNX6DC8NDF06874	21 Ft. Jerrdan Rollback
02. 19 Freightliner M2	1FVACWFC5KHKN5929	21 Ft. Jerrdan Rollback
03. 16 Ford F650	1FDNX6DC3GDA07273	21 Ft. Jerrdan Rollback
04. 16 Ford F650	1FDWX6DE6GDA06155	21 Ft. Century Rollback
05. 08 Ford F650	3FRNF65C18V075628	21 Ft. Jerrdan Rollback
06. 08 Ford F650	3FRNX65C08V080428	21 Ft. Jerrdan Rollback
07. 05 Intl 4300	1HTMMAAM25H138339	21 Ft. Jerrdan Rollback
08. 05 Intl 4300	1HTMMAAM65H116909	21 Ft. Danco Rollback
09. 04 Ford F650	3FRNX65N34V688536	21Ft. Jerrdan Rollback
10. 00 Ford F650	3FDNF65H5YMA65887	19Ft. Jerrdan Rollback

Medium Duty Dump Truck

01. 88 Ford F700	1FTXK74A7JVA27074	Dump Truck
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Medium Duty Box Truck

01. 96 Ford L7000	1FDNR72C8TVA14467	26' Box Truck
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Light Duty Recovery Wrecker

01. 23 Ram 5500	3C7WRNBL4PG582911	Light Duty 8 Ton Wrecker
02. 89 Ford F450	2FDLF47G4KCA80416	Light Duty 10 Ton Wrecker

Light Duty Rollback Carriers

01. 22 Ford F550	1FDUF5HT7NEC29809	21 Ft. Jerrdan Rollback
02. 22 Ford F550	1FDUF5HT2NDA00413	21 Ft. Jerrdan Rollback
03. 22 Ram 5500	3C7WRNDLONL132716	21 Ft. Jerrdan Rollback
04. 16 Ford F550	1FDUF5HT2GEC89337	21 Ft. Jerrdan Rollback
05. 16 Ford F550	1FDUF5HT7GEA75251	21 Ft. Jerrdan Rollback

Itemization of Equipment

01. 2018 Landoll	1LH440WHBJ1A25051	53' Roll off 40 Ton Trailer
02. 97 Trail King LT35	1TKA04823VM028059	48' 35 Ton Equip. Trailer
03. 99 Trail King	1TKJ04829XM095641	48' 50 Ton RGN Trailer
04. Bobcat 763		Skid Steer
05. Hyster		6-ton Forklift
06. Hyster		5,000 # Forklift
07. Case 590 Super L	JJG0211850	4X4 Backhoe Loader
08. 08 Sky Trak	0160034460	54' Extended Boom 5 Ton
09. 96 Trailer T1025d	1S9FT1025TK066258	Equipment Trailer
10. 14 Trailer	54GVC24T8EE701199	Safety Trailer/Job Trailer
11. Cat 236B	0236BLA9H03089	Skid Steer
12. Toyota 7FGU35	62372	7 Ton Fork Lift
13. Caterpillar 320C	CAT0320CCPAB05340	Excavator
14. Caterpillar 953C	CAT0953CCBBX00636	953C Track Loader
15. Caterpillar D5C	CAT00D5CP7PS01987	D5C Track Loader



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	\$ <u>160.00</u>
1.2 Night Tow from 18:00 to 06:00	\$ <u>175.00</u>
1.3 Dolly Fee	\$ <u>70.00</u>
1.4 Winching (1 st half hour)	\$ <u>125.00</u>
1.5 Winching (After 1 st half hour)	\$ <u>125.00</u>
1.6 Standby Time (1 st half hour)	\$ <u>90.00</u>
1.7 Standby Time (After 1 st half hour)	\$ <u>90.00</u>
1.8 Mileage Outside City Limits	\$ <u>5.00 Per mile</u>
1.9 Go Jacks	\$ <u>95.00</u>
1.10 Recovery 1 st hour per unit	\$ <u>165.00</u>
1.11 Recovery After 1 st hour per unit	\$ <u>165.00</u>

2.0 Storage Fees

Outside Storage

2.1 Cars, pickups, motorcycle	\$ <u>45.00</u>
2.2 Trucks, tractors, busses	\$ <u>75.00</u>

2.3 After hours/holiday release charge \$ 135.00

Inside Storage

2.1 Cars, pickups, motorcycles \$ 45.00

2.2 Trucks, tractors, busses \$ 75.00

2.3 After hours/holiday release charge \$ 135.00

Please See Appendix A for
Heavy Duty Pricing and miscellaneous Fees.



**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	\$ <u>160.00</u>
2. Night Tow from 18:00 to 06:00	\$ <u>175.00</u>
3. Dolly Fee	\$ <u>70.00</u>
4. Winching (1 st half hour)	\$ <u>125.00</u>
5. Winching (After 1 st half hour)	\$ <u>125.00</u>
6. Standby Time (1 st half hour)	\$ <u>90.00</u>
7. Standby Time (After 1 st half hour)	\$ <u>90.00</u>
8. Mileage Outside City Limits	\$ <u>5.00 per mile</u>
9. Go Jacks	\$ <u>95.00</u>
10. Recovery 1 st hour per unit	\$ <u>165.00</u>
11. Recovery After 1 st hour per unit	\$ <u>165.00</u>

Please See Appendix A for

Heavy Duty Pricing and miscellaneous Fees



SCHEDULE D
ERLANGER MOTOR VEHICLE TOWING AND SERVICE FEES

1. Involved in a Traffic Crash	\$ <u>95.00</u>
2. Breakdown/Inoperable	\$ <u>80.00</u>
3. Re-tow	\$ <u>65.00</u>
4. Mileage after 50 mile radius (from site of tow to repair garage)	\$ <u>5.00 per mile</u>
5. Jump start	\$ <u>60.00</u>
6. Change Tire	\$ <u>60.00</u>

Appendix A: Airport Towing's Price List

1250
AMOUNT

Price List
Erlanger Police Department
2/13/24

TOWING SERVICE

RATES

1. Standard Towing from an Impound Scene:

- a. Passenger Vehicles/Light Truck (day/night) \$160/175
- b. Motorcycle (day/night) \$180/195
- c. Medium Duty Trucks (day/night) \$275/325
- d. Heavy Duty Trucks \$475/hr. min 2hrs

2. Standard Towing from an Accident scene:

- a. Passenger Vehicles/Light Trucks (day/night) \$185/195
- b. Motorcycles (day/night) \$185/195
- c. Medium Duty Trucks (day/night) \$275/325
- d. Heavy Duty Trucks \$475/hr. min 2hrs
- e. Heavy Duty Rotator \$875/hr. min 2hrs

3. Storage Fees:

- a. Outside (Secured Fenced in Area) \$45/Day
- b. Inside (Available on Request) \$45/Day
- c. Inside (Police Request) N/C

4. Mileage Fees:

- a. Vehicles towed to impound/storage lot \$5/mile
- b. All other charged per mile \$5/mile

5. Fees for non-emergency towing:

- a. Day-Time (8am-8pm) \$135 hook-up and \$5/mile
- b. After Hours \$165 hook-up and \$5/mile

6. Vehicle Lock- out

- a. Emergency (officer on scene) N/C
- b. Non- Emergency \$80

7. Law Enforcement Vehicles:

N/C

8. Miscellaneous Fees

- a. Extra Winching \$125/ hr./truck
- b. Removing Drive Shaft \$90
- c. Clean up \$45 and up
- d. Stand by time \$90
- e. Collision Wrap \$45/section
- f. After Hours Release \$135
- g. Rollback \$60
- h. Dollies \$45

i. Show-up	\$80
j. Gate Fee (salvage vehicles only)	\$65
k. Certified Letter Fee (vehicles not claimed after 5 days)	\$98.00
l. Administration Fee	\$65
m. Go Jacks	\$95
n. Heavy Duty Winching	\$475/hr. min 4hrs
o. Heavy Duty Recovery	\$475/hr. min 4hrs
p. Storage on Truck & Trailer	\$75.00 per day per unit
q. Fuel Surcharge (does not apply to impounds)	\$25.00 and up
9. Standard Service Call:	
a. Start Vehicle	\$80
b. Charge Tire	\$80
c. Provide Fuel	\$80 plus cost of fuel
d. Roadside Repairs	\$80/hr. plus parts
10. Towing for Repair:	
a. Passenger Vehicle/Light Duty 24/7	\$165
b. Medium Duty 24/7	\$275