

# **RIVERCREST COMMUNITY DEVELOPMENT DISTRICT**

District Office ~ 3434 Colwell Avenue ~ Suite 200 ~ Tampa, Florida 33614

June 15, 2004

## **NIGHTHAWK TOWING & REPOSSESSION, INC.**

Mrs. Bonnie Mathews, President  
Mr. Jeff Mathews, Vice President  
7110 East 14<sup>th</sup> Avenue  
Tampa, FL 33619

Re.: Agreement to Provide Service for the Removal, Towing and Storage of Vehicles, Trucks, Boats, Motorcycles and Equipment from Clubhouse Parking Lot & District Property

Dear Mr. & Mrs. Mathews:

Please read the following declarations, terms and conditions of this "Agreement"

1. RIVERCREST COMMUNITY DEVELOPMENT DISTRICT (hereinafter, the "District") is the owner of a clubhouse, swimming pool, tennis courts, basketball court and related facilities, including parking lots (hereinafter, the "facilities"), located within the Rivercrest community in Hillsborough County, Florida.

2. The District, by its execution of this Agreement, has approved the use of a "Towing Service Contractor", subject to all applicable laws, rules and regulations, and subject to the District's control of said service.

3a. The District has consented to the above service by the "Towing Service Contractor", its agents, employees and assigns without monetary obligation. No fee will be paid to the "Towing Service Contractor" by the District for services as outlined in this Agreement, including but not limited to the costs associated with the placement of signage (as directed by the District) by the "Towing Service Contractor".

3b. The agreement may be terminated upon 30 day written notice for any reason by any party.

4. In Consideration of the District's Agreement with the "Towing Service Contractor", its agents, employees and assigns, the "Towing Service Contractor", for itself, its agents, employees and assigns, and any person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to persons or property, including but not limited to personal injury or death, resulting in any way from, or in any fashion arising from, or connected with, the execution of this Agreement. In whatever manner the loss, damage or injury may be caused and whether or not the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, damage or death caused solely or partially by the

negligence of the District, its agents or employees.

5. As further consideration for the District's Agreement to the "Towing Service Contractor", its agents, employees and assigns to perform said service, the "Towing Service Contractor", for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the execution of this Agreement, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees.

6. The District shall appoint certain persons, employees, legal authorities and other assigns as may be deemed necessary to initiate the removal of vehicles, trucks, boats, trailers, motorcycles, equipment and other such items that appear on District property without District approval. At this time, those so authorized will be limited to the District Manager, the District Field Manager, the local law enforcement as duly authorized agents to initiate said removal activity(ies), but may only be changed in the future by written notice to "Towing Service Contractor".

7. Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby and said illegal part, term or provision shall be deemed not part of this Agreement.

**RIVERCREST COMMUNITY  
DEVELOPMENT DISTRICT**

By: Thomas J. Gregel  
Sign  
Thomas J. Gregel  
Print name

Its: Chairman

Dated: 8/17/04

**TOWING CONTRACTOR:**

Bonnie S. Matthews  
Sign  
Jeffrey P. Thomas