

Towing Authorization Agreement

This Towing Authorization Agreement (this “**Agreement**”) is entered as of April 18, 2025 between the **Cory Lakes Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and **Target Recovery Towing Inc.** a Florida corporation (“**Towing Operator**”).

Background Information:

The District is the owner of the clubhouse, amenities, and parking lot located at 10441 Cory Lake Dr, Tampa, FL 33647, the road rights of ways, common areas, and other property located in and around the District (the “**District Property**”). The District desires to authorize the Towing Operator to tow any vehicles or vessels that are parked on District Property in violation of the District’s Parking and Towing Policies.

The Towing Operator represents that it is regularly engaged in the business of towing vehicles or vessels, is authorized under Florida law and Hillsborough County regulations, to tow vehicles or vessels, and that the Towing Operator abides by all applicable laws and regulations.

Operative Provisions:

1. **Incorporation of Background Information**. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
2. **District Authorized Representatives**.
 - a. The District shall designate in writing certain persons, employees, vendors, and other authorized agents who are authorized to inform the Towing Operator of any vehicles or vessels that need to be towed (the “**Authorized Representatives**”). The list of Authorized Representatives may be updated from time to time.
 - b. Prior to directing the Towing Operator to remove any vehicles or vessels, the Authorized Representatives shall verify that:
 - i. the vehicle or vessel is parked on District Property, and
 - ii. is in violation of the District’s Parking and Towing Policies.
3. **Authorization to Tow**. In accordance with section 715.07(2), Florida Statutes, the District hereby authorizes the Authorized Representatives, only after complying with the District’s Parking and Towing Policies and applicable laws and regulations, to provide authorization to the Towing Operator to remove any vehicles or vessels that are parked on District Property in violation of the District’s Parking and Towing Policies. The Towing Operator shall photograph or video the vehicle or vessel to sufficiently detail the violation for which the vehicle or vessel is being towed. The photographs or video shall be maintained by the Towing Operator for a minimum of 6 months, and be produced upon request by the District or any law enforcement agency.
4. **Compliance with Laws and Regulations**. The Towing Operator shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder (including specifically Sections 715.07 and 713.78, Florida Statutes as they may be amended from time to time). Towing Operator will be responsible for any fines or penalties assessed against District as a result of any of the Towing Operator’s operations authorized under this Agreement.
5. **Signage**. The Towing Operator shall either provide the signage required by applicable laws and

regulations or inspect and certify to the District that any existing signage complies with the applicable laws and regulations.

6. **No Monetary Compensation between the Parties.** Both parties acknowledge and agree that the District has authorized the towing services by the Towing Operator without monetary obligation. No fee will be paid to the Towing Operator by the District for services as outlined in this Agreement, including, but not limited to, the costs associated with the placement of signage or with providing personal notice as required by section 715.07, Florida Statutes. The Towing Operator shall ensure that all fees to be charged for towing and storage shall not exceed the amounts established by Hillsborough County.
7. **Manner of Performance and Care of District Property.** Any towing shall be done, furnished, and performed in a workmanlike manner with the best management practices in the industry. Towing Operator shall use all due care to protect the property of the District, its residents and landowners from damage.
8. **Insurance.** The Towing Operator shall carry commercial general liability insurance of no less than \$1,000,000 and commercial automobile liability insurance of no less than \$1,000,000. The Towing Operator shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Towing Operator will maintain Workers Compensation insurance as required by law.
9. **Indemnification.** The Towing Operator, for and on behalf of itself, its agents, employees and assigns, and any person or entity claiming by, through or under them, shall indemnify and agree to defend and hold the District, its supervisors, agents and employees, harmless from any and all claims (including attorneys fees and costs) 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 Towing Operator's actions.
10. **Relationship Between the Parties.** It is understood that the Towing Operator is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Towing Operator and the District. The Towing Operator will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District.
11. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
12. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Towing Operator represents that in entering into this Agreement, the Towing Operator has not been designated as a "scrutinized company" under the statute and, in the event that the Towing Operator is designated as a "scrutinized company", the Towing Operator shall immediately notify the District whereupon this Agreement may be terminated by the District.

13. Anti-Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

14. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Towing Operator represents that Towing Operator is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Towing Operator has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Towing Operator otherwise complied with its obligations thereunder, the District shall promptly notify the Towing Operator and the Towing Operator will immediately terminate its contract with the subcontractor.

15. Public Records. As required under Section 119.0701, Florida Statutes, Towing Operator shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Towing Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE TOWING OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TOWING OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813.565.4663, OR BY EMAIL AT LARRY@HIKAI.COM, OR BY REGULAR MAIL AT 2502 N. ROCKY POINT DR., SUITE 1000, TAMPA, FL 33607.

16. Term. The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

17. Termination. Either party may terminate this Agreement at any time, without cause, with 24 hours written notice to the other party.

18. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties.

19. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
20. **Controlling Law.** This Agreement is governed under the laws of the State of Florida with venue in Hillsborough County, Florida.
21. **Enforcement of Agreement.** In the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
22. **Notice:** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses listed below. In the event that any party undergoes a change in address or contact information, notice to the other party shall be made.

To the Towing Operator:


381 Roberts Road
Oldsmar, FL 34677
office@targetrt.com

To the District:

c/o KAI (fka Breeze)
2502 N. Rocky Point Dr.
Suite 1000,
Tampa, FL 33607
Larry Krause
larry@hikai.com

23. **Arm's Length Transaction and Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
24. **Severability.** 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 the illegal part, term or provision shall be deemed not part of this Agreement.
25. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement will control over provisions in any exhibit.

Target Recovery Towing Inc.


Name: Luis Aldea
Title: Manager

**Cory Lakes
Community Development District**


Ann Belyea
Chair of the Board of Supervisors