

**EMERGENCY WHEELCHAIR TOWING, LLC**

**SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (the "Agreement") dated this \_\_\_\_\_, BETWEEN  
Date

Emergency Wheelchair Towing LLC of Washington, DC,  
("EWT")

- AND -

\_\_\_\_\_ of \_\_\_\_\_  
Name Address  
\_\_\_\_\_, \_\_\_\_\_  
City Zip

Hereafter referred to as the "Customer".

**BACKGROUND:**

- A. The Customer is of the opinion that Emergency Wheelchair Towing LLC ("EWT") has the necessary qualifications, experience and abilities to provide non-medical, limited wheelchair towing services to the Customer.
  
- B. EWT is agreeable to providing such non-medical, limited wheelchair towing services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and EWT (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## **Services Provided**

1. The Customer hereby agrees to engage EWT to provide the Customer with the following services (the "Services"):
  - a. EWT will provide customer with emergency wheelchair towing services. For the purposes of this agreement, an emergency is defined as an instance where, if not for the availability of EWT, Customer's wheelchair would be left unattended, in an unsafe environment or in the custody or possession of an individual not authorized by the Customer to maintain custody or possession of the wheelchair. Examples of an emergency includes but is not limited to, when the wheelchair and Customer are caught in inclement weather, when the wheelchair becomes immobile in a public place or when the wheelchair is in or being transported by a vehicle that has been involved in a motor vehicle accident. For the purposes of this agreement, towing will include initial pick-up of the Customer's wheelchair, transport of Customer's wheelchair within contractual limits and delivery of Customer's wheelchair to final destination within contractual limits. EWT will be available for emergency towing of Customer's chair within the limits of Washington, DC; Bowie, MD; Largo, MD and Greenbelt, MD; from the hours of 7:00 a.m. until 2:00 a.m. from Monday through Sunday.

## **Term of Agreement**

2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

### **Performance**

3. The Parties agree to do everything reasonably necessary to ensure that the terms of this Agreement take effect.
4. In addition to behaving reasonably, in performance of this Agreement, Customer agrees to contact EWT via voice call when he/she requires emergency towing. Customer will provide clear instructions on the emergency and specific addresses for the pick-up and delivery of the Customer's chair.
5. Customer will notify EWT of the number of wheelchairs he/she owns or possesses that have the potential to be towed by EWT.
6. EWT and its drivers will provide emergency towing services in a professional, lawful and efficient manner.
7. EWT and its drivers agree to maintain all required insurance and licensing while engaged in emergency towing services under this Agreement.

### **Currency**

8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

### **Compensation**

9. For the services rendered by EWT as required by this Agreement, the Customer will provide compensation (the "Compensation") to EWT of a fixed amount of \_\_\_\_\_ per month for \_\_\_\_\_ months.
10. The Compensation will be payable via major credit card (Visa, MasterCard, American Express) on the first day of each month. Should the first day of the month fall on a weekend (Saturday or Sunday), payment will be due on the next business day.
11. Check here if Customer authorizes payments to be made via automatic electronic withdrawal. \_\_\_\_\_

### **Payment Penalties**

12. In the event that the Customer provides an insufficient form of payment and EWT is charged a fee for insufficient funds from Customer's institution, Customer will be charged \$50.

### **Rights Reserved**

13. EWT reserves the right to refuse service to Customer if Customer requests non-emergency towing services.
14. EWT reserves the right to refuse service to Customer if Customer engages in illegal activity while using EWT services or engages in other behavior that is dangerous, threatening or physically or verbally abusive towards EWT and/or its driver(s).

**Notice**

15. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

b. Emergency Wheelchair Towing LLC  
Email: [ewt@towmychair.com](mailto:ewt@towmychair.com)

or to such other address as any Party may from time to time notify the other.

**Limitation of Liability**

16. It is understood and agreed that EWT will not be liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

**Dispute Resolution**

17. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

18. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with

the laws of the District of Columbia. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the District of Columbia.

### **Costs and Legal Expenses**

19. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

### **Modification of Agreement**

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Assignment**

21. EWT will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

### **Entire Agreement**

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **Enurement**

23. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

**Governing Law**

24. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the District of Columbia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**EMERGENCY WHEELCHAIR  
TOWING**

**Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kevin Moates

Name: \_\_\_\_\_

Title: President