
MOE'Z TOWING TERMS & CONDITIONS

Effective Date: May 1, 2025

By requesting, authorizing, scheduling, paying for, or accepting services from Moe'z Towing (including via phone, text, website, dispatch system, or electronic communication), you acknowledge that you have read, understood, and agree to these Terms & Conditions.

1. AUTHORIZATION & AGREEMENT

You certify that you are the registered owner of the vehicle or are otherwise legally authorized to request services on behalf of the vehicle owner, lienholder, property owner, insurer, fleet manager, or other responsible party.

You authorize Moe'z Towing to provide towing, transport, recovery, winching, roadside assistance, impound, storage, or related services.

Electronic authorization (including text messages, online requests, digital signatures, recorded calls, dispatch confirmations, or payment submissions) constitutes binding acceptance of these Terms.

2. ELECTRONIC ACCEPTANCE

Use of Moe'z Towing's website, phone dispatch, text messaging, electronic forms, or payment systems constitutes agreement to these Terms.

Electronic acceptance has the same legal effect as a handwritten signature.

3. DISPATCH POLICY

Once a service vehicle has been dispatched, applicable dispatch, travel, labor, and operational costs shall be deemed earned and non-refundable to the fullest extent permitted by law.

Moe'z Towing does not guarantee estimated arrival times due to traffic, weather, emergencies, dispatch prioritization, law enforcement activity, or operational conditions.

Moe'z Towing may rely on information provided by third-party dispatchers and is not responsible for inaccurate dispatch information supplied by customers, agencies, insurers, or third parties.

4. CANCELLATION & GOA (GONE ON ARRIVAL)

Service calls canceled more than fifteen (15) minutes after dispatch, or calls resulting in GOA ("Gone On Arrival"), will be charged the greater of:

- \$175.00 Call-Out Fee, or
- Up to 50% of the quoted service price for cancellation after dispatch but before arrival, or
- Up to 100% of the quoted service price when Moe'z Towing has arrived on scene or initiated active recovery efforts

The GOA fee represents the minimum charge for dispatched failed service attempts and does not limit other applicable earned charges.

5. VEHICLE CONDITION & PRICING

Vehicle condition and site conditions may affect pricing, including but not limited to:

- mechanical failure
- accident damage
- wheel/steering lock
- lowered or modified vehicles
- terrain or access limitations
- weather conditions
- recovery complexity

Additional charges may apply beyond initial estimates.

Moe'z Towing is not responsible for pre-existing damage, mechanical failure, or aftermarket modifications.

6. PERSONAL PROPERTY & PROHIBITED CONTENTS

Moe'z Towing is not responsible for personal property left in vehicles.

Personal property remaining unclaimed may be disposed of as permitted by law.

Moe'z Towing is not responsible for illegal, hazardous, flammable, explosive, toxic, perishable, or biohazardous materials contained in a vehicle.

If discovered, Moe'z Towing may refuse service or apply additional handling, cleanup, or disposal fees as permitted by law.

7. UNSAFE SERVICE CONDITIONS

Moe'z Towing may refuse, delay, or terminate service if conditions are unsafe, unlawful, abusive, or likely to cause damage or injury.

Additional charges may apply for complex or hazardous recoveries.

8. BIOHAZARD & CLEANUP FEES

Vehicles requiring cleanup, sanitation, spill removal, debris clearing, or biohazard handling may incur additional charges.

9. STORAGE, VEHICLE PLACEMENT & RELEASE

You authorize Moe'z Towing to determine the appropriate and lawful location for vehicle placement, drop-off, impound, or storage when necessary for safety, legal compliance, access limitations, or operational needs.

Storage fees accrue daily, including weekends and holidays, until the vehicle is physically released from storage. Additional fees may include:

- storage fees
- administrative fees
- DMV/title processing fees
- lien processing fees
- after-hours gate fees
- impound release fees
- access fees
- recovery fees
- mileage charges
- standby/wait-time fees
- cleanup or specialty fees

Vehicles will not be released until:

- all balances are paid in full
- valid identification is provided
- ownership/authorization is verified
- required documentation is completed

Moe'z Towing may refuse vehicle release where legal holds, law enforcement holds, DMV requirements, lien processing requirements, court orders, or documentation deficiencies exist.

Storage continues until all applicable fees are fully satisfied and vehicle release requirements are met without exception.

Customer is responsible for inspecting the vehicle upon release or delivery. Acceptance of the vehicle without written notation of alleged damage constitutes acknowledgment that no new damage was observed at the time of release.

10. ABANDONED VEHICLES & LIEN SALE

Unclaimed or unpaid vehicles may be deemed abandoned under California law.

Moe'z Towing may initiate lien sale proceedings to recover lawful charges.

All registered owners and lienholders remain responsible for all accrued charges.

11. PRIVATE PROPERTY IMPOUNDS

For private property impounds, Moe'z Towing may rely on authorization from property owners, managers, tenants, security, HOAs, or authorized agents.

Moe'z Towing is not responsible for disputes regarding parking authorization, tenancy, permits, signage visibility, or lease interpretation.

All related towing and storage charges remain the responsibility of the vehicle owner.

12. PAYMENT TERMS, FEES & CHARGEBACKS

Payment is due upon completion of service unless otherwise agreed in writing.

A convenience or processing fee of up to 3% may apply to certain electronic payment methods where permitted by law.

By submitting payment, you authorize Moe'z Towing to charge all applicable service, storage, recovery, administrative, and related fees.

Improper or unsupported chargebacks may constitute breach of these Terms.

Chargebacks or disputes involving valid services may be pursued to the fullest extent permitted by law.

Customers are responsible for all collection costs, attorney fees, and enforcement expenses.

Returned or failed payments may incur additional fees.

The prevailing party in any action arising from these Terms shall be entitled to recover reasonable attorney fees and costs where permitted by law.

13. COMMERCIAL & FLEET ACCOUNTS

Commercial accounts (including fleets, dealerships, property managers, insurance companies, and businesses) may be subject to separate agreements and credit terms.

Anyone requesting service on behalf of a business is deemed authorized to bind that entity for payment.

Moe'z Towing may suspend accounts for delinquency or disputes.

14. INSURANCE DISCLAIMER

Customers are responsible for maintaining insurance.

Moe'z Towing does not insure personal contents inside vehicles.

15. PHOTO & VIDEO DOCUMENTATION

Moe'z Towing may record photos and video of vehicles, VINs, license plates, damage, contents visible externally, and service conditions for operational, legal, insurance, and dispute purposes.

Photos and videos may be used to document pre-existing conditions, hookup procedures, transport conditions, vehicle placement, and release condition.

Unless prohibited by law, photographic and video documentation maintained by Moe'z Towing may be used as evidence of vehicle condition and service conditions.

Records may be shared with authorized third parties when necessary.

16. LIMITATION OF LIABILITY

Moe'z Towing will use reasonable care in performing towing and recovery services consistent with industry practices and operational conditions.

To the fullest extent permitted by law, Moe'z Towing is not liable for any indirect, incidental, consequential, special, punitive, or economic damages, including loss of use, income, profits, business interruption, or vehicle value claims.

Moe'z Towing shall not be liable for losses arising from pre-existing damage, mechanical failure, weather events, theft, vandalism, or third-party actions.

Customer waives claims for diminished value, loss of market value, or stigma-related damages.

Moe'z Towing makes no guarantees or warranties regarding vehicle operability, repair outcomes, battery performance, tire integrity, mechanical condition, or successful recovery results following services rendered.

Moe'z Towing does not guarantee against post-service mechanical, electrical, suspension, drivetrain, steering, braking, battery, or electronic system failures that may occur following towing or recovery operations.

IN NO EVENT SHALL MOE'Z TOWING'S TOTAL LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM.

Customers agree to indemnify and hold harmless Moe'z Towing from claims arising from services provided, except where prohibited by law.

Customers further agree to indemnify and hold harmless Moe'z Towing from third-party claims arising from inaccurate ownership representations, unlawful vehicle possession, hazardous vehicle conditions, or unauthorized service requests, except to the extent caused by Moe'z Towing's gross negligence or willful misconduct.

17. PRE-EXISTING DAMAGE & VEHICLE CONDITION

Customer acknowledges that vehicles serviced by Moe'z Towing may contain pre-existing damage, mechanical defects, collision damage, suspension issues, steering or braking problems, worn components, prior improper repairs, aftermarket modifications, or manufacturer defects that may affect towing, loading, transport, recovery, storage, or unloading.

Customer understands that certain vehicles — including lowered vehicles, modified vehicles, all-wheel-drive vehicles, electric vehicles, exotic vehicles, vehicles with seized brakes, steering lock conditions, transmission defects, suspension damage, flat tires, or collision damage — carry increased risk during towing and recovery operations.

Customer acknowledges that lowered, modified, exotic, or specialty vehicles may have reduced ground clearance that increases the risk of incidental scraping or contact during normal towing and recovery operations.

Except in cases of gross negligence or willful misconduct, Moe'z Towing is not responsible for:

- pre-existing damage,
- mechanical failures,
- alignment changes,
- suspension issues,
- tire damage,
- wheel damage,
- drivetrain damage,
- fluid leaks,
- electrical malfunctions,
- battery issues,
- aftermarket component failures,
- or damage resulting from vehicle condition, prior damage, manufacturer defects, or improper repairs.

Moe'z Towing is not responsible for damage to aftermarket, modified, custom, lowered, non-OEM, improperly installed, or previously damaged components.

Moe'z Towing is not responsible for hidden, latent, concealed, or non-visible defects or damage discovered after service where no external evidence existed at the time of towing or release.

Customer acknowledges that certain electric, hybrid, or specialty vehicles may require manufacturer-specific towing procedures. Moe'z Towing relies on information reasonably available at the time of service and is not responsible for hidden manufacturer restrictions, software limitations, battery failures, or undisclosed vehicle conditions.

Customer acknowledges that towing and recovery operations may involve unavoidable movement, shifting, scraping, dragging, lifting, winching, or repositioning of vehicles where conditions reasonably require such actions.

Customer acknowledges that towing and recovery operations may involve incidental contact with road surfaces, debris, terrain, suspension components, tires, undercarriage components, or recovery equipment where reasonably necessary under the circumstances.

18. DAMAGE CLAIM NOTICE REQUIREMENT

Any claim for alleged vehicle damage must be reported to Moe'z Towing in writing within seventy-two (72) hours of vehicle release or service completion.

Failure to provide timely written notice may limit or bar the claim to the fullest extent permitted by law.

Customer agrees to take reasonable steps to prevent further damage after vehicle release and shall not continue operating a vehicle allegedly damaged without first mitigating additional loss where reasonably possible.

Customers agree to reasonably cooperate with investigations of alleged damage claims, including providing photographs, repair documentation, inspection access, and relevant repair estimates upon request.

19. FORCE MAJEURE

Moe'z Towing is not liable for delays or failure due to events beyond reasonable control, including weather, disasters, traffic, government action, labor shortages, or emergencies.

20. TEXT & ELECTRONIC COMMUNICATIONS

By providing contact information, you consent to receive service-related communications via phone, text, or email.

21. ARBITRATION AGREEMENT

Any dispute, claim, or controversy arising out of or relating to services provided by Moe'z Towing, including billing disputes, vehicle damage claims, storage charges, impound fees, collection matters, or interpretation of these Terms, shall be resolved through binding arbitration administered by the American Arbitration Association ("AAA") under its applicable consumer or commercial arbitration rules.

Arbitration shall take place in the State of California in the county where the services were provided unless otherwise required by law.

The parties waive the right to trial by jury and waive participation in any class, collective, or representative action to the fullest extent permitted by law.

Either party may pursue qualifying claims in small claims court where permitted by law.

If any portion of this arbitration provision is found unenforceable, the remaining portions shall remain enforceable to the fullest extent permitted by law.

This arbitration provision survives completion of services, payment, vehicle release, account closure, and termination of the parties' relationship.

22. GOVERNING LAW

These Terms are governed by the laws of the State of California.

Non-arbitration disputes shall be handled exclusively in California courts.

23. SEVERABILITY

If any provision is found unenforceable, the remaining provisions remain fully valid.

24. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties regarding services provided by Moe'z Towing and supersede prior discussions, representations, estimates, or understandings relating to such services, except where separate written agreements apply.