

AGREEMENT

ABOUT THE RECOVERY OR TOWING OF A MOTOR VEHICLE

The Volunteer Fire Brigade
(hereinafter referred to as the Fire Brigade) receives from

Name:.....

Address:.....

as the client, the order to the motor vehicle
with the registration number
salvage or towing.

The order is placed in the client's own name. In the event that the Client is not the owner of the vehicle, he shall also place the order in the name of the power of attorney and for the account of the vehicle owner.

The client expressly undertakes to pay the salvage or towing costs in accordance with the tariff regulations of the Austrian Federal Fire Brigade Association in the amount determined by the Provincial Fire Brigade Association. The probable costs are to be communicated to the client by inquiry, whereby an agreement deviating from the tariff regulations can also be made on the amount of the salvage and towing costs.

The client expressly declares that he is entitled to dispose of the vehicle.

The client further declares that he has been informed that the fire brigade is not a professional salvage company, so that the recovery of the vehicle or the towing of the vehicle is at his personal risk and the fire brigade is not liable for salvage damages. He expressly declares that he waives the claim for compensation for damages that may arise during the salvage.

It is expressly agreed that any liability of the fire brigade is limited to gross negligence. In the event that the client is not the vehicle owner, the fire brigade undertakes to indemnify and hold harmless the fire brigade for any claims of the vehicle owners arising from the title of salvage damage to the fire brigade.

In addition, in the event of the vehicle being towed, the Client expressly declares that the fire brigade is not obliged to keep the vehicle in the safe custody of the vehicle within the meaning of the statutory provisions. On the contrary, he declares that he will ensure that the vehicle is properly stored immediately after the vehicle has been parked, so that the fire brigade is relieved of that obligation. The fire brigade is therefore not liable for parts of the vehicle or vehicles in the vehicle that are removed from the unattended vehicle after it has been parked by the fire brigade. In this case, too, the Client declares to indemnify and hold harmless the fire brigade with regard to such claims arising from the vehicle owner's improper storage of the vehicle after it has been towed, if such claims are made by the vehicle owner.

The contracting parties expressly declare that for all claims arising from this agreement, the jurisdiction of the district court in whose district the fire brigade has its registered office is given.

.....
Place, Date

.....
Signature