



# CITY OF PHILADELPHIA

## PHILADELPHIA ROTATIONAL TOW SYSTEM DISABLED MOTOR VEHICLE CONSUMER BILL OF RIGHTS

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- **OWNER/OPERATORS of disabled vehicles are strongly encouraged to confirm with Police that the tow company that responded to the scene is the same tow company that was dispatched by the Police Department prior to signing any towing agreements.**
- Tow companies summoned by the Police Department must tow the disabled motor vehicle to ANY LOCATION WITHIN CITY LIMITS as designated by THE OWNER/OPERATOR of the disabled vehicle.
- The tow company must provide an owner/operator a COMPLETED TOWING AGREEMENT, to be signed, which must state the MAXIMUM FEES PERMITTED for the towing and storage (if required) of your motor vehicle, pursuant to the rotational towing regulations.
- If the owner/operator is unable or unavailable to choose a location or sign the towing agreement, the towing company shall tow the motor vehicle to a bona fide storage lot or garage within reasonable distance of the accident scene

**The maximum fees a towing company may charge you pursuant to the rotational tow regulations and The Philadelphia Code are:**

- 1) \$215 FLAT RATE for towing of motor vehicles weighing less than 11,000 lbs, and \$25 per each 24hr period of storage
- 2) \$290 FLAT RATE for towing of motor vehicles weighing 11,000 to 17,000 lbs, and \$40 per each 24hr period of storage
- 3) \$400 FLAT RATE for towing of motor vehicles weighing over 17,000 lbs, and \$75 per each 24hr period of storage

When a vehicle is stored for less than 24 hours on any day, storage fees shall be in the same proportion as the fractional part of the day the vehicle is stored.

The tow company must accept payment of towing and storage fees in CASH OR by CREDIT CARD, but is not under any obligation to accept payments by check.

- Towing companies may not charge any additional fees (e.g. winching fees, hooking or unhooking fees, cleanup fees, delivery fees, administrative fees, etc.) in connection with the towing and storage of the vehicle.
- No repairs may be made on a disabled vehicle towed by the towing company unless the owner of the disabled vehicle or an authorized representative has signed an agreement which includes an estimate of the cost of repairs.
- No agreement for repairs may be entered into until 48 hours have elapsed from time of accident, in the event the owner/operator is injured and hospitalized.
- Any party who signs an agreement for repairs shall have 72 hours from the time of signing to reconsider the action and void said agreement.

Any complaints regarding a towing company may be filed with AutoReturn, the City of Philadelphia's contracted towing management service, at [www.autoreturn.com](http://www.autoreturn.com) or by calling 215-933-5031. If you have questions about the City of Philadelphia's rotational towing program, please visit [www.phila.gov/towing](http://www.phila.gov/towing).