**Section 1710.91 Written Authorizations to Relocate/Contracts**

a) Each relocator shall maintain a file of all written authorizations to relocate vehicles, and of contracts relating to the relocation of vehicles.

b) Each contract between a relocator and one or more property owners, lessees or agents shall state:

1) The name of the relocator and all other parties to the contract;

2) The location of each property to which the contract applies;

3) A description of all services to be provided by the relocator; and

4) A description of all compensation to be received by the relocator.

c) Each contract shall also provide that:

1) Signs posted on the property in compliance with this Part are the property of the relocator;

2) The relocator has the right to enter the property for purposes of posting and removing signs;

3) The contract shall not be terminated except on 10 days notice; and

4) The contract is the exclusive statement of terms between the parties.

d) The provisions required under subsection (c) shall be implied if not expressly stated in the contract.

e) The provisions of subsections (c)(1) and (c)(2) shall remain in effect until all signs have been removed by the relocator, notwithstanding the termination of the contract for other purposes.

f) Contract Summary.

1) No authorization to tow or contract shall be effective until a completed copy of the Commission's Relocator Contract Summary form covering the authorization or contract has been electronically filed with and accepted by the Commission.

2) Only one authorization to tow or contract shall be in effect for any lot at any time. No other authorization or contract shall become effective until the prior authorization has been cancelled and notice of cancellation is filed with the Commission.

3) Relocator Contract Summaries shall be filed electronically with the Commission. Summaries shall state whether trespassing vehicles will be removed from the property on a patrol basis or only when contacted by the property owner, lessee or agent. When a contract permits removal of trespassing vehicles by both a property owner's request and a patrol basis, the relocator shall file that contract as a patrol contract. When one authorization to tow applies to multiple parking lot locations, each address shall be filed electronically with the Commission.

4) Notices of cancellation shall be filed with the Commission, by first class U.S. mail or hand delivery, at the following address:

Illinois Commerce Commission Police

9511 West Harrison Street

Des Plaines, Illinois 60016

g) Relocators shall, at least once prior to December 31, 2013 and once during each 3 year period thereafter, attempt to contact the property owners, lessees and agents under contract with the relocator to update their contract files, and shall update information on file with the Commission if updated information is obtained through this process. Relocators shall document their efforts to contact property owners, lessees and agents.

h) Written authorization to relocate vehicles shall continue in effect, notwithstanding a change in ownership or management of the property, until the contract is cancelled by filing a Notice of Cancellation in accordance with Section 1710.91(f)(4). Any authorization to tow or contract entered into with a property owner, lessee or agent after November 1, 2010 shall contain a printed statement that:

"This authorization to relocate vehicles shall continue in effect notwithstanding a change in ownership or management of the property until the contract is cancelled by filing a Notice of Cancellation in accordance with Section 1710.91(f)(4)."

(Source: Amended at 34 Ill. Reg. 18470, effective January 1, 2011)