

Terms of Service

BLACKSMITH TOWING & SALVAGE: TERMS OF SERVICE

EFFECTIVE DATE: April 2026

This Agreement governs all towing, roadside assistance, winching, recovery, and salvage services (the "Service") provided by Blacksmith Towing & Salvage ("Blacksmith") in Camrose, Spruce Grove, Parkland County, and surrounding Alberta regions.

1. SERVICE DISPATCH & OPERATIONAL LIMITATIONS

- **Service Areas:** We provide 24/7 service in the Spruce Grove/Stony Plain dispatch zone and daily service in the Camrose dispatch zone.
- **Estimated Time of Arrival (ETA):** All ETAs provided by dispatch, the website request form, or any "Quick-Request" tool are **estimates only**. Blacksmith is not liable for delays, nor any consequential damages (such as missed appointments, flights, or lost wages), resulting from ETAs that cannot be met due to heavy call volume, extreme weather, road closures, or RCMP/EMS scene controls.
- **Work Zone Safety:** Customers must comply with all Alberta Occupational Health and Safety (OH&S) and "Slow Down, Move Over" regulations. Customers are required to remain in a safe location (e.g., a secondary vehicle or away from the roadway) as directed by the Blacksmith operator during the service.

2. AMA & THIRD-PARTY BILLING SPECIFICS

- **Membership Validation:** For any Service requested under an **AMA (Alberta Motor Association)** membership, the member **must be physically present** at the vehicle. A valid physical or digital AMA membership card and a matching government-issued photo ID are mandatory.
- **Coverage Limitations:** Blacksmith provides service within the specific scope and tier of the customer's membership (Basic, Plus, or Premier). Any costs exceeding these limits (e.g., extra towing distance or specific equipment fees) are the customer's responsibility and must be paid at the time of service.
- **AMA Claim Denial:** If AMA denies a claim due to membership expiration, service limit exhaustion, or policy non-compliance, the customer agrees to immediately pay Blacksmith for the Service at our standard retail rates.

3. LIABILITY & PROPERTY DAMAGE

- **Pre-Existing Conditions:** Blacksmith is not responsible for mechanical, structural, or electrical failures (e.g., failed transmissions, drivetrain breakage, ball joint failure, or

electrical shorts) that occur during the normal course of loading, towing, or unloading. This applies to vehicles with pre-existing neglect, damage, or wear and tear.

- **Modified & Low-Clearance Vehicles:** Customers with lowered vehicles, after-market body kits, or non-factory modifications assume all risk of minor undercarriage or bumper contact during the loading and transport process.
- **Winching & Recovery Risk:** For vehicles stuck in mud, snow, or off-road ditches, the customer assumes full risk of undercarriage, body panels, and drivetrain damage resulting from the winching or extraction process.
- **Roadside Specifics:**
 - **Vehicle Unlocks:** While our operators use professional-grade tools, Blacksmith is not liable for minor scratches to internal trim, damage to aged weather stripping, or mechanical linkage displacement when performing non-destructive entry.
 - **Battery Boosts:** We provide 12V boosts only. We are not liable for ECU, alternator, or wiring damage resulting from attempts to start a vehicle with a shorted, frozen, or internally damaged battery.
- **Personal Property:** It is the customer's sole responsibility to remove all high-value items from the vehicle cabin or truck bed before service. Blacksmith is not liable for the loss or damage of any loose personal property.

4. SALVAGE & SCRAP REMOVAL

- **Title & Ownership:** By requesting salvage removal, the customer represents and warrants that they are the legal owner of the vehicle or have express written authority to dispose of it.
- **Required Documentation:** A valid vehicle registration or a detailed "Bill of Sale" must be surrendered to the operator at the time of pickup. Matching Government ID is required. Blacksmith will not haul any vehicle involved in ownership disputes or legal proceedings.
- **Salvage Condition:** Quotes provided over the phone are based on the customer's description. If the vehicle's condition differs significantly (e.g., missing catalytic converter, wheels not present, keys unavailable) upon arrival, Blacksmith reserves the right to adjust the cash offer.

5. STORAGE & LIENS

- **Storage Fees:** Vehicles towed to Blacksmith impound yards (in Camrose or Spruce Grove) are subject to a **daily storage fee** if not collected by the customer within 24 hours.
- **Possessory Lien:** Pursuant to the *Warehousemen's Lien Act* (Alberta), Blacksmith Towing & Salvage maintains a possessory lien on any vehicle towed until all service and storage fees are paid in full.

6. PAYMENT, CLAIMS & DISPUTES

- **Payment Terms:** All retail services must be settled in full at the time of Service or at the drop-off destination. Payment is accepted via Credit (Visa/Mastercard), Debit, E-Transfer, and Cash.
- **Cancellation & GOA Fees:** If a truck is dispatched and the customer cancels while the operator is in transit, a "Standard Hook-Up" fee applies. If the operator arrives and the vehicle is "Gone on Arrival" (GOA), the fee will be enforced.
- **Damage Claims:** Any claim of damage allegedly caused by Blacksmith must be reported to the operator **at the time of delivery** and documented on the digital receipt. Blacksmith reserves the right to inspect any claimed damage before a vehicle leaves the delivery location.

Privacy Policy

Blacksmith Towing & Salvage: Privacy Policy

1. Information We Collect

We collect information necessary to provide emergency roadside services and salvage quotes.

This includes:

Personal Identifiers: Name, phone number, and email address.

Service Data: Vehicle year, make, model, and current GPS location.

Salvage Data: Vehicle ownership documentation and registration details.

2. How We Use Your Data

Your data is used strictly for dispatching operators, calculating arrival times, and processing salvage payments. We do not sell, rent, or trade your personal information to third-party marketers.

3. Third-Party Disclosure

Information may be shared with the Alberta Motor Association (AMA) or insurance providers only when a service is requested under a specific membership or claim. We may also disclose information to law enforcement (RCMP/Local Police) if required by law or during scene control operations.

4. Security & Retention

We implement industry-standard security measures to protect your data. Digital request records are retained only as long as necessary for tax and legal compliance, typically for a period of seven years in accordance with Canadian business regulations.

5. Your Rights (PIPA)

In accordance with the Personal Information Protection Act (PIPA) of Alberta, you have the right to access your personal info or request corrections. For privacy-related inquiries, please contact our Camrose office at (780) 673-0067.

BLACKSMITH TOWING & SALVAGE | Alberta Registered Business
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