

90.22 OPERATOR'S DEFICIENCY CLAIM; CONSENT TO SALE.

(A) Deficiency claim. The nonpublic impound lot operator has a deficiency claim against the registered owner of the vehicle for the reasonable costs of services provided in the towing, storage and inspection of the vehicle minus the proceeds of the sale or auction. The claim for storage costs may not exceed the costs of:

(1) 25 days storage for a vehicle described in ' 90.19(A); and

(2) 55 days storage for a vehicle described in ' 90.19(B).

(B) Implied consent to sale. A registered owner who fails to claim the impounded vehicle within the applicable time period allowed under ' 90.19 is deemed to waive any right to reclaim the vehicle and consents to the disposal or sale of the vehicle and its contents and transfer of title. The failure to exercise rights to claim contents under ' 90.21(C) constitutes a waiver of all right, title and interest in the contents of the vehicle and a consent to the transfer of title to and disposal or sale of the contents.