



Contract Number or REC Trak HH#: 3692155

Navy MWR
Space Rental / Storage Agreement

24 MAY 18

Date

This agreement, made by and between Navy Morale Welfare and Recreation (MWR) and

(Patron's Complete Name)

Home Address _____

Home Telephone: _____

Work Telephone: _____ Email: _____

Emergency Contact: _____ Telephone: _____

Status:

Active Duty Reserve Retiree Military Family Member DOD Civilian Other Authorized Patron

This agreement will commence on _____ (date), and will end on _____ (date). Contracts periods must not exceed one year. After the end of a one year period, separate contract modification must be signed by both parties to extend the period of the contract and provide updated information. A blank contract modification (Term Extension) agreement is attached.

NOTICE

Any property left on Navy property after the expiration or termination of this Space Rental / Storage Agreement will be considered abandoned by the Patron and will be moved at the Patron's expense. All abandoned property will be sold pursuant to the provisions of 10 USC 2575.

Acknowledgment: By my signature below, I certify that I have read and understand the above notice and accept the consequences of any failure on my part to make all required payments and keep this contract current.

Print Name

Signature

MWR agrees to rent space or slips/moorings to the Patron and permit the use of the facilities at the use / storage area for the following property:

Property Type: Automobile Boat Trailer Recreational Vehicle

Other: _____

Property Year: _____ Property Make: _____ Model: _____

Color: _____ Dimensions (Length/Height/Width) _____

Weight: _____ VIN _____

Property Registration Title No.: _____ State: _____

License Tag No.: _____

Owner of Record: _____
(Full name as it appears on title if different than above. A valid Power of Attorney must be provided this property is stored by a person who differs from the owner of record.)

(Complete mailing address if different than above)

Additional Owner of Lien Holder of Record: _____
(Full name as appears on title)

(Complete mailing address)

Insurance Company: _____
Policy Number: _____ Policy ending date: _____

Patron agrees to pay MWR the sum of \$ _____ per _____ MO _____ (Designate: daily, monthly, seasonal or annual) for storage of items listed above. Total fee payable under this Agreement is \$ _____. Any property left in the Space Use /Storage Area beyond the dates of this Agreement shall accrue a storage fee at a pro-rata rate of 150% of the original storage charge above for the first 30 days after expiration of the agreement. Thereafter, a pro-rata storage fee of 200% of the original storage charge above will accrue. Patron agrees to pay all costs and fees resulting from any action taken by MWR to remove abandoned property.

Space No. or Key No. Issued: _____

A. GENERAL TERMS AND CONDITIONS

1. The Patron is required to keep all information provided for in this Agreement current. By Federal law, military installations may retain the proceeds from the sale of any lost, abandoned, or unclaimed personal property, to include privately owned property, found on a military installation. However, no property may be disposed of until diligent effort has been made to find the owner (or the heirs, next of kin or legal representative of the owner). The Patron information required by this Agreement will be used to locate the Patron and other legal owners of the property, if any.

2. The Patron agrees to maintain third party commercial liability insurance on the automobile, boat or recreational vehicle, described above throughout the entire term of this Agreement. Failure to maintain such insurance constitutes a breach of Agreement and is grounds for termination of the Agreement and removal of Patron's property.
3. All payments are made in advance and in the name of the Patron.
4. If more than one owner, this Agreement applies jointly and severally to all owners of the stored property. Notice provided to one owner constitutes notice to all owners for all purposes whatsoever.
5. The Patron agrees and understands that this Agreement is valid only for the specific property described above. This Agreement cannot be transferred, sold, conveyed, demised, bequeathed, or otherwise disposed of in any manner to any other persons. Any agreement to the contrary is and will be totally null, void, and unenforceable. If during the term of this Agreement, the Patron sells, transfers, or conveys title to the property described above, the Patron agrees to inform the MWR. The Patron further agrees that prior to the effective date of such sale, transfer, or conveyance of property title, the property will be removed from the use / storage area unless the new owner(s) enters into a new storage agreement.
6. This agreement can be terminated at any time by MWR. Such termination will be effective on (10) calendar days from the date that written notice is placed in the United States mail addressed to the property owner(s) at the addresses provided in this Agreement or forwarded to the email address of the Patron as indicated above, and at the complete and sole discretion of the MWR.
7. The Patron further agrees to strictly follow the terms and conditions of this Agreement and the rules and regulations of the use / storage area, which are incorporated by reference although fully set forth herein (a copy of which is available for review by the appropriate MWR facility). The Patron further understands that any violation on the Patron's part or the Patron's agents, guests, and/or invitees and other persons may constitute grounds for immediate termination of this Agreement at the option of MWR.
8. The Patron agrees that MWR has the authority, but not the responsibility—to remove property as circumstances dictate, including natural disasters, hurricanes, typhoons, tsunamis, wildfires, earthquakes, manmade disasters, riots, civil disturbances, terrorist attacks, vandalism, or the like. While the MWR will take reasonable measures to protect property stored at MWR facilities, the Patron remains fully and solely responsible for moving the property to a safe storage area.
9. Hazardous materials of any kind are prohibited in the use / storage area. This includes but is not limited to natural gas, propane, oil, gasoline and petroleum products, and any and all flammable, explosive and toxic substances. This does not apply to oil, gasoline or petroleum products found inside internal fuel tanks permanently connected to internal combustion engines in storage. All auxiliary fuel tanks (regardless of the nature of the fuel) must be empty. Propane tanks must be empty and valves must be in off/close position.
10. MWR assumes no responsibility for any damaged caused by a Patron's failure to properly winterize or secure their property against the elements.
11. All vehicles must have valid and up-to-date annual state inspection decals, stickers, or other applicable documentation.
12. Any additional property must be stored inside the automobile, camper, or recreational vehicle, or in an approved storage unit. No loose or ancillary equipment or property may be stored outside the vehicle.

B. AUTOMOBILE & RECREATIONAL VEHICLE STORAGE

1. Tags, registration, as well as insurance on stored property is to be up to date as long as the property is stored at the MWR secured storage. If you decide to change the type of property, provide all required documents such as proof of ownership,

valid state registration, and valid and current insurance. If you fail to provide this information within 30 days you will be asked to remove your property.

2. Recreational vehicles must be parked in the assigned campsite/short term storage space. Parking in campsite/short term storage other than the site assigned will result in the following: Removal of your property to a use / storage area; with additional charges incurring; termination of your on-site reservation; or loss of pre-payment without any pro-rata credit.
3. In the event that the Patron stores the camper/recreational vehicle in an area also designated for camping, the total accumulated time of camping reservations and on-site storage cannot exceed one year at the campsite/storage site. Exceptions to this policy may be granted only with the written approval of the MWR Director.
4. *No Repair Work.* No repair work shall be done to any automobile or recreational vehicle any related equipment without the prior approval of designated MWR Manager (i.e. marina manager or auto skills manager).

C. BOAT STORAGE

1. *Slip/Mooring:*

a) MWR mooring may be provided at below market rates as available. In consideration for any such savings, the Patron expressly and knowingly agrees to defend and hold harmless from any liability whatsoever, direct or indirect, the United States, Department of the Navy, its military and civilian personnel, as well as Navy Morale, Welfare and Recreation Division, the installation's MWR activity, MWR Marina, and its personnel, for any negligent act or omission whatsoever with respect to mooring that results in personal injury or property damage whatsoever, including damage to the vessel and its engines, equipment, appurtenances, and personal property.

b) The Patron is responsible for providing and utilizing all necessary mooring chains, mooring lines, and all other equipment to properly secure the vessel. Since mooring chains suffer from seawater corrosion and mooring lines weaken over time, the Patron is required to conduct periodic inspections to ensure safe mooring. In the event that any mooring chains, lines, or equipment is provided by the MWR Marina, the Patron may utilize such wholly at the Patron's own risk. Further, the Patron is required to report any significant corrosion, significant wear, degradation, or damage to any such equipment, or any sign of potential failure to MWR staff.

c) Underwater anchors for mooring systems have been known to move out of position under the pressure of tidal surges caused by inclement weather, especially when moored vessels tie up with mooring lines that are of insufficient in length to account for tidal surges. These anchors may not serve as adequate assurance against movements of a vessel, which could result in damages to vessel, equipment, personal property, or persons. MWR shall not be responsible for any such damages, and the Patron will maintain adequate insurance in the event of damages caused by mooring failures.

2. *Haul-out/Launching.* MWR haul out, storage, and launching service may be provided at below market rates as available. In consideration for any such savings, the Patron expressly and knowingly agrees to defend and hold harmless from any liability whatsoever, direct or indirect, the United States, Department of the Navy, its military and civilian personnel, as well as Navy Morale, Welfare and Recreation Division, the installation's MWR activity, MWR Marina, and its personnel, for any negligent act or omission whatsoever with respect to any haul out, storage and launching service resulting in personal injury or property damage whatsoever, including damage to the vessel and its engines, equipment, appurtenances, and personal property.

3. *Seaworthiness/Insurance.* The Patron warrants that subject vessel is and shall be maintained in a seaworthy condition and in full compliance with all governmental and regulatory requirements. Within one year of the anniversary date of this agreement, and annually thereafter, the Patron shall prove by sea trial conducted under the observation of MWR the continuing seaworthiness and safety compliance of the vessel. The Patron further warrants that the vessel is covered by customary marine hull and machinery insurance and minimum personal injury and physical damage liability coverage of \$100,000/\$300,000/\$500,000 during the course of this lease.

4. *Removal-Destructive Weather.* Although MWR maintains the authority to order removal of any/all vessels, vessels maintained at the MWR Marina are not generally required to be removed in the event of a hurricane or other destructive weather. Patrons are required to install additional lines and/or ground tackle in preparation for a hurricane or other

destructive weather. Whether or not additional lines and/or ground tackle are installed, the Patron recognizes that MWR Marina is not adequately protected during a hurricane or other natural disaster and accepts all liability for damages to the vessel and to other vessels and property caused, either directly or indirectly, by the Patron's failure to timely remove vessel from the Marina. The Patron may exercise the right to remove the vessel even if not ordered to do so, subject to any restrictions or prohibitions on movement, travel, or transportation of property issued by order of emergency authorities including but not limited to Federal Emergency Management Authority (FEMA), state or local authority, or the Military Installation Commander.

5. *Abandoned Vessels.* The Patron agrees to pay all costs and fees associated with any action required by the MWR Marina to remove the Patron's abandoned vessel or property. Abandonment is deemed to have occurred when payment is ninety (90) days past due or property remains on the site beyond the storage term set forth in the agreement. Property considered abandoned may be disposed of in accordance with 10 U.S.C. § 2575.

6. *No Bailment.* The Patron understands the MWR Marina is open to the sea. MWR cannot and does not warrant control access from the sea. This Agreement does not constitute a bailment; nothing in the Agreement shall constitute MWR accepting care custody and control of the vessel.

7. *Marina Electrical Equipment.* Marina electrical equipment is maintained and checked for proper operation. All power cords must be manufactured marine power cords of the appropriate size. Improperly installed adapters, corrosion on plugs, improperly attached cords, and unapproved cords can cause fire or electrocution. The Patron is responsible for checking and maintaining power cords to prevent fire or electrocution. The MWR Marina is not responsible for damage to boat's electrical equipment. The MWR Marina maintains the pedestal and electrical cable to the outlet. The Patron is responsible for operation and maintenance of electrical cords and equipment beyond the outlet.

8. *No Repair Work.* No repair work shall be done to any boat or any related equipment without the prior approval of the marina manager.

9. *MWR Marina Rules and Regulations.* The Patron further agrees to strictly follow the terms and conditions of this Agreement and the rules and regulations of the MWR Marina which are incorporated by reference as though fully set forth herein (a copy of which is available for review in the Marina office). The Patron further understands that any violation on the Patron's part, or the Patron's agent, guests, and/or invitees and other persons, may constitute grounds for immediate termination of this Agreement at the option of the MWR Marina.

In the event that the Patron is employed, on vacation, hospitalized or otherwise unable to personally fulfill the requirements of this Agreement, it remains the responsibility of the Patron to designate under a properly executed Power of Attorney another individual capable of assuring compliance with all provisions of this Agreement.

D. RELEASE, INDEMNITY & HOLD HARMLESS

In consideration of being permitted to store the above-described property with MWR, the Patron hereby agrees that if the property is abandoned it may be disposed of in accordance with applicable regulations or local base procedures. The Patron agrees to pay all costs and fees associated with any action required by the MWR Marina to remove the Patron's abandoned vessel or property. Abandonment is defined as a vessel left in the Marina when payment is ninety (90) days past due or property remains on the site beyond the term of the agreement. Property considered abandoned may be disposed of in accordance with 10 U.S.C. § 2575. The Patron further agrees that because of the convenience and other consideration. The Patron, all heirs, executors, and administrators, release and forever discharge the United States Navy, the United States, the Morale, Welfare, and Recreation Fund of MWR for damages of any sort including but not limited to personal injury or property damage arising from use of said area. The Patron further waives all rights and those of all heirs, executors, and administrators under 10 U.S.C § 2572 for property abandoned that is subject to this release for which the MWR Fund has retained any funds due to the sale of my abandoned property. The Patron specifically waives the right to claim any excess funds above the actual costs incurred by MWR and the actual accumulated storage fees that have not been paid as consideration for entering into this agreement. This release extends to the owner(s) heirs or assigns, which might assert such claims or demands as a result of the disposal of the property so entrusted to MWR. The Patron agrees to indemnify and hold harmless the United States, the Department of the Navy, CNIC, and its military and civilian personnel from any

liability in the leasing of storage, marina, mooring facilities and use of any storage, marina or mooring facility equipment. It is also expressly understood that the Patron shall indemnify and hold harmless Navy Morale, Welfare and Recreation Division, the installation's Morale, Welfare and Recreation activity, and its personnel, in the event that negligence or other fault of the MWR caused or contributed to the loss or claim.

All terms and conditions of the Agreement applying to any release of liability, or indemnification for liability, will remain in full force and effect (even though by the terms herein, this storage agreement will have terminated or expired) until such time as the property has been removed from the use / storage area or other designated Federal property.

E. VOLUNTARY WAGE DEDUCTION CONSENT AGREEMENT

The Patron consents to collection for any amounts due from me to MWR, the United States Navy, the U.S. Government, or its instrumentalities, for unsettled debts plus applicable reasonable service charges that have been incurred by me or my family members pursuant to this agreement and the services rendered by MWR thereto.

This Agreement represents the parties' complete understanding of the entire Agreement and no modification or alteration of this agreement may be made except in writing, and signed at the bottom by or on behalf of both parties.

By signing and dating this agreement, the MWR and the Patron certify that each party has been provided a copy of the Agreement and advised to SPECIFICALLY READ ALL THE ITEMS HEREIN AND TO SEEK COMPETENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

(Date) _____ (Patron/Owner)
(Date) _____ (Co-owner)
(Date) _____ (Co-owner)
(Date) _____ (MWR Representative)

SAMPLE

PROPERTY STORAGE TERMINATION

By signing this form, I am giving my 30 day written notice, required to close out my storage agreement. I hereby agree that my payment obligations are current and the storage space is clean and free of all personal items.

Patron Signature: _____ Date: _____

MWR PSF Staff Signature: _____ Date: _____

In the event MWR owes the Patron a refund for any pre-payment, please provide a mailing address and contact phone number:

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (_____) _____ Ext: _____

Privacy Act Statement

AUTHORITY: 5 U.S.C. § 301, 10 U.S.C. § 503, Departmental Regulations, and EO 9397 (SSN).

PRINCIPAL PURPOSE: The information requested on this form will be used as a general record of storage space rented from the Morale, Welfare & Recreation (MWR) Department. The information will also be used to contact the Patron deemed necessary in connection with their responsibilities associated with the renting and using of storage space at MWR Personal Storage Facilities (PSFs).

ROUTINE USES: The information may be used by other departments or agencies of the United States Government in the normal course of administering the affairs of non-appropriated fund activities of the United States Government.

DISCLOSURE: Voluntary. However, failure to complete form may result in inability to obtain MWR storage services.

SAMPLE



Space Rental and Storage Agreement *Term Extension*

Modification/Extension Number: _____ Date _____

This is a Term Extension of the Secured Storage Agreement dated _____ between Navy Morale Welfare and Recreation (MWR) and _____, Patron(s).

This agreement extends all terms and conditions of the original Navy MWR Secured Storage Agreement for an additional term from _____ to _____. Term extensions may not exceed one year in length at a time.

The Patron warrants and certifies that all information provided on the original MWR Space Rental and Storage Agreement is current and accurate and complete except as specifically provided below (List any new addresses, phone numbers, emails, insurance policy numbers and other updated information as necessary):

NOTES TO MWR REPRESENTATIVE

- (a) If changes to the Patron's information are so extensive as to require more space than provided in this form, it is recommended that a new Space Rental and Storage Agreement be executed.
- (b) If a new version of the MWR standard Space Rental and Storage Agreement has been issued since the date of the original agreement, it is recommended that a new Space Rental and Storage Agreement be executed.

SAMPLE

(Date) _____ (Patron/Owner)

(Date) _____ (Co-Owner)

(Date) _____ (Co-Owner)

(Date) _____ (MWR Representative)