



VEHICLE STORAGE AGREEMENT

Customer Information

*Full Name: _____ *Space #: _____ *Monthly Rent: \$ _____ Access Code _____

*Address _____ City _____ State _____ Zip Code _____

*Cell Phone _____ *Home Phone _____ Work Phone _____ *e-mail _____

*Eligibility Status (AD, Mil Ret, Dept of Defense (DoD), Dept Homeland Security (DHS), or Contractor) _____ Rank: _____

*If Active Duty: Service Branch _____ *Unit/Organization _____ *Unit Street Address _____

*City _____ *State _____ Zip Code _____ *Unit Phone _____

Spouse Full Name _____ Spouse Phone _____

Vehicle / Property Information

***Vehicle Description** (The word "vehicle" refers to all authorized stored property and is interchangeable with the word "property.")

Vehicle (four wheels) Double Axle Truck Cab-over RV Camper Truck Motorcycle Boat w/ Trailer

Cargo Hauler/Utility Trailer 5th Wheel Trailer Camper Trailer RV under 20ft RV 20 – 30ft

RV over 30ft RV over 35ft *Length of property (in feet): _____ (verified by ODR Staff Member: _____)

Note: The length of each vehicle is measured from extreme tip-to-tip. For example: boats on trailers will be measured from the tip of the trailer hitch tongue to the extreme tip of the boat's motor.

*Vehicle Manufacturer: _____ *Vehicle Model _____ *Manufacture Year _____ *License/CF No: _____ State: _____

*Copy of Vehicle Registration Matches above description (initial if yes): Customer _____ Staff _____

Remarks _____

***Required information**



SPACE #: _____

LAST NAME: _____

Terms and Conditions

1. Term

The term of this Rental Agreement ("Agreement") shall commence on the ____ day of _____, 20____ ("Commencement Date").

2. Rental Rates

Under 20 feet (monthly)	\$50
20-35 feet (monthly)	\$80
Over 35 feet (monthly)	\$95
Presidio-residents (AD E1 – E4 students only) (monthly)	\$10
Short term (weekly) (<25ft / 25ft or larger)	\$35
Derelict Deposit (one-time)(see below)	\$500 or \$1000
30-day non-payment penalty (monthly) (see below)	\$300

3. Payment

Tenant agrees to pay a monthly rent of \$_____ on or before the **5th day** of each month for Rental Space #_____ ("Space"). If the payment is submitted by mail, rent shall be deemed submitted five (5) days after the postmark. Rent payments for yearly RV spaces must be tendered by check, certified cashier's check, cash, or credit card (Visa or MasterCard only). Rent payments for Auto debit program (Monthly) must be on a Credit or Debit card stored on file at all times. All monies paid are applied to the oldest outstanding balances first.

It is each customer's and sponsor's responsibility to remember to make timely payments (see "Late Fees" below). We recommend all customers set up automatic monthly payments with a credit card on file. We gladly accept advance payments and strongly encourage patrons going overseas to pay several months or even years in advance. (oconus on orders must pay 1 year in advance). Declined credit cards shall incur a \$10 fee for each failed charge attempt. Refunds are for complete months and are not pro-rated. If you plan to move out mid-month, you may pay short term (per week) for that month.

4. Deposit

Tenant agrees to pay a security/derelict deposit of \$_____ if ODR management determines tenant's property is in a derelict state (see below). In the event of default, ODR may use this deposit to cover any damage or breach in agreement as allowed by law, without waiving the right to other remedies under the law. In the event that the property being stored by the tenant is deemed by ODR to be considered abandoned or hazardous, ODR may use this deposit to cover any removal, damage, or breach in agreement as allowed by law, without waiving the right to other remedies under the law. Otherwise, the full deposit will be returned to the tenant at the end of the negotiated rental term.

5. Late Payment

A \$25.00 fee shall be charged to customers for each month their account is delinquent. Patrons who fail to pay the full monthly fee by the 5th day of the month shall be considered late. An ODR staff member will provide one courtesy call and/or email to patrons in CONUS after which, the late fee shall be added to your monthly fee.

If you do not respond with payment by the 15th day of the month, ODR Management shall take the following steps:

- Cancel your gate access code
- Provide one (1) written warning of our intention to take action to have property removed as abandoned IAW AR and POM Regulations, or begin lien procedures IAW the California State Dept. of Motor Vehicles
- Collection procedures may include garnishment of pay
- Loss of privileges to use ODR vehicle storage facility and other Outdoor Recreation & Leisure Travel Services

If payment is not received after 30 days from the date due, the Presidio ODR shall impose a per month retroactive late fee (see above) beginning the first day of the first month of delinquency. If the customer pays the full balance including late fees and penalties before a lien is issued on the property being stored, a portion of this fee may be waived depending on property disposition and disposal expenses and administrative fees. If ODR assumes a lien on property, charges, fees, and penalties shall not be waived and ODR shall dispose of the property as necessary.



SPACE #: _____

LAST NAME: _____

6. Usage

No dangerous or illegal items may be stored or kept in the storage space ("Space"). No person may sleep, cook, reside, operate a business, store chemicals, hazardous materials or materials that may cause a hazard (rags, piles of papers, etc.) fuels or conduct major repairs in the Space. Tenant may not store or grow any illegal substances or conduct illegal activity on ODR property. Use of this space does not grant Tenant permission to use other parts of the Premise, property, or grounds adjacent to the rental space. Request for permission of modifications should be provided in writing to ODR. The Tenant may not modify, add shelving or make any other changes to Space unless written permission is provided by ODR. These changes are made at the expense of the Tenant.

7. Limitation of Liability and Insurance

ODR does not provide any security and is not responsible for any loss, damages incurred by the Tenant during the use of Space. Tenant acknowledges that he/she assumes all responsibility for the security of the space, property stored in the Space, and their person while using the Space. Tenant further acknowledges that ODR does not insure stored property, and that it is the sole responsibility of the Tenant to maintain insurance to cover any loss of business, property, loss, death, or injury regardless of the cause of the loss or event at the time of the occurrence. The Tenant further agrees to hold harmless and indemnify ODR against all claims, losses, damages, cost or liabilities that may arise from the use of the Space. Patrons are encouraged to inspect their property at least once per week while in storage.

If your property has suffered a break-in or damage in any way, please do the following:

- Notify your ODR RV Storage staff member immediately
- Contact the Presidio Police Department ((831)242-7851) to file a report
- Contact your insurance representative

Any claims made against the U.S. Army regarding your property must be made through the Presidio of Monterey Staff Judge Advocate.

8. Check-in Procedures

Tenant must complete the following check-in procedures:

- Read, complete, and sign the Vehicle Storage SOP & Contract
- Pay a non-refundable three-months' storage fee
- Set up an automatic payment plan with credit card (mandatory for month-to-month payments)

9. Check-out Procedures

Tenant will notify ODR Vehicle Storage staff at least one month prior to vacating the POM Vehicle Storage Facility in writing or in person at the Presidio ODR office and sign a check-out form (See Appendix A). Tenant will pay all current and back fees in full. If Tenant does not properly check out of the ODR facility, ODR will continue to charge for the full period rental fee and there WILL BE NO REFUNDS provided. Tenant will remove all items from space prior to moving out and return the space to its original condition. Do not dispose of trash in any government receptacle or other spaces. You must remove your property and trash completely from federal property. Tenant acknowledges that the Deposit may be used to repair any damages of the Space. An authorized ODR staff member shall inspect your space and sign the check-out form (See Appendix A) to clear you for any additional fees or debris removal. ODR does not pro-rate fees. If you check out before the 5th of the current month, the fee will be waived. Beyond the 5th of the current month, you will be assessed the short term weekly rate of \$35 per week from the 1st of the month or the entire month, whichever is less.

10. Authorized Vehicles

- Only the vehicles listed in this contract are authorized to be stored at the Space. Tenant verifies that the vehicles referenced above belong to the Tenant or that the Tenant has the right to possess or store the vehicles.
- The term "vehicle" referenced in this agreement equates to ALL property that is stored at the ODR Vehicle Storage Facility.
- **Vehicles must be immediately transportable via tow or platform truck or driven on its own wheels. Boats must be on trailers that fit the above transport criteria. ODR management shall approve any exceptions to this requirement, which will also require a deposit as stated above.**
- Derelict Property: All vehicles, including but not limited to campers, RVs, 5th Wheels, travel trailers, etc., must be transportable and operationally maintained. If ODR management determines your stored property is not operational or creates a safety risk to personnel or other property, ODR will notify you of the condition and require an immediate remediation or removal of the property. If ODR determines



SPACE #: _____

LAST NAME: _____

that the property requires demolition, disposal of appliances, hazardous materials, etc., prior to disposal you shall be required to pay a deposit (see rates above) to ensure proper disposal in the case of abandonment. When this vehicle is completely removed from the facility by the owner, the deposit shall be returned. If said vehicle is abandoned, then the deposit shall be retained as a fee and ODR shall dispose of the property in accordance with applicable policy and regulations.

- **Abandoned vehicles.** Abandonment of personal property on federal installations is prohibited and will not be tolerated. Tenant agrees that falling more than 60 days in arrears, without prior written authorization from ODR, constitutes abandonment of property. Furthermore, Tenant agrees that property determined by ODR to be derelict must be remediated or removed within 14 days of notification. Tenant agrees that a failure to remediate or remove the offending property, without prior written authorization from ODR, constitutes abandonment of property and subjects the property to immediate initiation of disposal proceedings. ODR will initiate disposal proceedings for all other abandoned property in accordance with timelines prescribed in 10 U.S.C. § 2575, Department of Defense Financial Management Regulation 7000.14, Department of Defense Manual 4160.21, and Army Regulation 215-1.
- All property must have at least one of the following: license plate, current registration tags ('CF' number for boats), a certificate of non-operation from California Dept of Motor Vehicles, or proof of ownership until registration or non-op is obtained.
- All property must be owned and registered under the name of the eligible patron that is named on this vehicle storage contract. Exceptions to this policy shall be determined by ODR management.

11. **Prohibited Vehicles and Activities**

- Major repairs or maintenance on any vehicle is prohibited unless authorized by ODR Management.
- No dumping of trash or debris anywhere on federal property including the storage lots. No dumping any fluid whatsoever from your vehicle in the storage lot. **24-hour camera surveillance of the RV lots shall be used to report individuals of unlawful dumping on federal property to the Presidio Police Dept.**
- Spaces must be free from any accumulation of trash or debris. A \$50 fee shall be charged for removal of debris from spaces that are occupied. Any debris found amongst your property shall be considered trash and properly disposed without notice.
- No disposing of batteries, vehicle parts, or any hazardous materials on facility grounds. A \$100 fee shall be charged for removal of any hazardous materials.
- If any of the policies contained herein are violated, you may be asked to remove your vehicle without refund and forfeiture of deposit.

12. **Subletting and Assignments** No space shall be sublet or assigned without the express written consent of the ODR.

13. **Inspections and Compliance.** ODR may enter Space after providing notice to the Tenant in order to inspect the condition of the Space and Property being stored at the Space in order to ensure tenant is compliant with the terms and conditions of this contract as well as applicable local, state, and federal laws.



SPACE #: _____

LAST NAME: _____

Customer Certification

Please read the below policy provisions thoroughly and initial on the line in front of each, indicating you have read, and fully understand each provision. Once you have initialed each provision of this Customer Certification page, please sign, date, and complete the subsequent required information below.

- 1) _____ Only vehicles identified on the official data sheet maintained in ODR Vehicle Storage files shall be authorized storage at the POM Vehicle Storage Facility. Any property left unattended in the facility must be identified in ODR records. A fine of **\$35** per incident and **\$10** per day following initial discovery of unauthorized property will be charged to the customer owning said property. If ODR is unable to contact the owner of the unauthorized property within 7 days, ODR will initiate disposal procedures for abandoned property.
- 2) _____ Customers must pay all fees and charges in a timely manner as outlined in this contract. Failure to do so may result in garnishment of amount due and/or revocation of storage privileges.
- 3) _____ Failure to pay any fees due after a period of 60 days will result in the immediate establishment of delinquency against the item(s) stored. ODR shall consider said equipment abandoned and begin disposal procedures IAW Department of Defense Regulations, or in the alternative and at the discretion of ODR, California State DMV regulations. Customer's signature on this document constitutes acknowledgement and acceptance of FMWR ODR disposal policy.
- 4) _____ Current registration information (or certificate of non-operation) is required on all property stored in the POM Vehicle Storage Facility. If provided by ODR, a customer ID Tag shall be displayed on the vehicle in a prominent visible location.
- 5) _____ Vehicle registration must be maintained with ODR's Vehicle Storage files for ALL property that may be left unattended in the storage lots; no matter how temporary. If an unattended vehicle is found and there is no record of said vehicle, ODR shall call the police and initiate property removal procedures at the risk and expense of the owner.
- 6) _____ If a space is found empty 7 days into the current month and the payment balance has expired for that space's customer, ODR shall assume the customer has moved out and will immediately make that space available for rent and cancel the former customer's access code.
- 7) _____ If property is transferred or sold to another person, ODR must be notified immediately and the customer(s) are/is responsible to update ODR's data sheet(s). If the property is sold to an ineligible patron, the property must be removed immediately upon transfer. Until ODR is informed of such a transfer and the property is legally in the name of the new owner, the original owner and renter of that space shall continue to be liable for that property and the rent fees thereof.
- 8) _____ Property in all spaces must stay within the space's boundary lines. If your property is outside these boundary lines, you will be charged an additional monthly fee of \$20 until your property is properly stored.
- 9) _____ No customer shall leave unattended any vehicle in any space that is not authorized for their storage. If any property is found in a space other than its authorized space, the customer must pay an additional monthly fee (based on the size of said vehicle) for the space occupied, beginning with the first day of the current month.
- 10) _____ In consideration of safety and security, ODR requests that customers NOT divulge their access code to anyone outside their immediate family. Persons discovered within the vehicle storage facility by ODR staff members or Presidio Police are subject to questioning and may be detained by the police if they do not have authorization for entry. If you must give your code to someone outside your immediate family, please notify the ODR manager or RV Storage manager prior to that person's entry and notify ODR when that person is no longer requiring access; thereby ODR shall change your code for security purposes.
- 11) _____ Communication with your ODR RV Storage administrator is very important. Therefore, customers are required to keep all information required on page one of this contract updated, complete and accurate. If you deploy or plan to be inaccessible for a period of time, ODR mandates that you inform ODR so we can place these notes in your file and make the necessary adjustments. Otherwise, If ODR is unable to contact you and receive a reply confirming this contact effort within 15 days, then we will assume that you are inaccessible and have abandoned your property. This may result in removal of property, and extra charges to your account.

Violation of policies stated in this document may terminate all conditions, excluding financial obligations, of your rental agreement, and could result in termination of future usage.



OUTDOOR RECREATION & LEISURE TRAVEL SERVICES
242 Ft Mervine Place, Suite 1, Bldg 228, Lewis Hall, Presidio of Monterey, CA 93944



SPACE #: _____

LAST NAME: _____

I certify and acknowledge that I have read, understand, and will comply with the above stated USAG Presidio of Monterey FMWR Outdoor Recreation vehicle storage policies.

Customer Signature _____ Date ____/____/____

Customer Name (Print)

Unit or Organization

1. Under POM Regulation (AR 200-1) Federal (Title 40 CFR) and California State (Title 22 CCR) Dumping of (HM) Hazardous materials and (HW) Hazardous wastes are defined as: cleaners, coolant solution, waxes, polishes, any batteries, chemical fertilizers, bleach, disinfectants, flea repellent, insecticides, paint strippers, all paints, rust removers, gasoline, diesel fuel, windshield fluid, motor oil, grease, brake fluid, and many other chemicals that are labeled with one of the following caution warnings: Danger, Poison, Toxic, Flammable, or Corrosive are strictly prohibited in or around the RV Storage Facility. HM/HW shall not be disposed of in drains, dumpsters, and oil-water separators or abandoned anywhere on the installation. Washing of engines, axles, RV unit, and any other equipment stored with resulting oil and grease debris or engine cleaning chemicals left on the lot or washed down the drain is under no circumstances permitted. Violators of Federal, State, and Local laws can be held personally liable for disposal. Clean-up costs and civil or criminal penalties of \$27,500.00 per day per violation will be assessed. The RV Storage Facility is currently under surveillance to prevent illegal dumping, and all violators will be apprehended and prosecuted.

2. The undersigned does forever release, acquit and discharge the FMWR, the United States Army, the United States of America, and its employees, agents, or assignees from any and all actions for loss, damages, costs, charges, claims, demands, and liabilities of whatever nature arising out of the use of FMWR equipment or facilities. This release serves as an inducement to the FMWR to allow the undersigned to use FMWR facilities and programs. The undersigned also agrees to indemnify and hold harmless FMWR and the United States of America from all costs, claims, and liabilities of any kind stemming from this lease contract.

3. This contract contains the sole agreement between the parties hereto. The undersigned attests to the fact that they have read this agreement, the SOP, and completed the data sheet and by electing to use this facility agree to comply with all provisions. It is understood by the undersigned that use of this facility is at the discretion of the Installation Commander and the Installation Commander exercises that discretion and uses their judgment as to the best interests of the installation in fulfilling its mission at all times, and that this agreement is subjected to said judgment.

I have read and understand the above statement.

Customer Signature _____ Date ____/____/____

RELEASE AND HOLD HARMLESS AGREEMENT

I, _____, in consideration for the opportunity to rent and use equipment from the installation Morale Support Fund hereby agree, on my behalf, my heir, executors and administrators, to release the United States, its officers, agents, employees, and instrumentality's from any and all injuries or damage to United States personnel or property or for any suites or damage claim filed against the United States which may result from my use of the rented property. I agree that I will exercise reasonable care in use of the equipment and will return the same to the Installation Morale Support Fund in the same condition in which it was received from the fund.

I have read and understand the Release and Hold Harmless Agreement.

Customer Signature _____ Date ____/____/____

Personal data is solicited under the authority of 10 USC 3012 and Executive Order 9793. SSN is to be used to insure proper identification. Other information is used to determine eligibility for participation in ODR programs. MSA disclosure is voluntary, but failure to disclose all or part may preclude participation in activities or use of equipment.

Sponsor Certification (if applicable)

I have read and understand the Vehicle Storage Contract and related policies in their entirety and as the eligible sponsor for MWR services. I agree to abide by all policies and provisions herein. I also agree to pay any outstanding debt obligations as well as fees and penalties should the owner of the stored vehicle default on his or her scheduled payments.

_____/____/____

Signature

Date



SPACE #: _____

LAST NAME: _____

Appendix A:

ODR Vehicle Storage Contract Check Out Form

Tenant will notify ODR Vehicle Storage staff at least one month prior to vacating the POM Vehicle Storage Facility in writing or in person at the Presidio ODR office and sign a checkout form. Tenant will pay all current and back fees in full. If Tenant does not properly check out of the ODR facility, ODR will continue to charge for the full period rental fee and there WILL BE NO REFUNDS provided. Tenant will remove all items from space prior to moving out and return the space to its original condition. Do not dispose of trash in any government receptacle or other spaces. You must remove your property and trash completely from federal property. Tenant acknowledges that the Deposit may be used to repair any damages of the Space. An authorized ODR staff member shall inspect your space and sign the check-out form to clear you for any additional fees or debris removal. ODR does not pro-rate fees. If you check out before the 5th of the current month, the fee will be waived. Beyond the 5th of the current month, you will be assessed the short term weekly rate of \$35 per week from the 1st of the month or the entire month, whichever is less.

Customer Signature _____ Date ____/____/____

ODR Inspector Signature _____ Date ____/____/____

Personal data is solicited under the authority of 10 USC 3012 and Executive Order 9793. SSN is to be used to insure proper identification. Other information is used to determine eligibility for participation in ODR programs. MSA disclosure is voluntary, but failure to disclose all or part may preclude participation in activities or use of equipment.