



Price Fitness Center • 2558 Mason Road, Bldg. 842 • 831-242-5506

# VEHICLE STORAGE CONTRACT

## Customer Information

\*Full Name \_\_\_\_\_ \*Space # \_\_\_\_\_ \*Monthly Rent \$ \_\_\_\_\_ Gate Access Code \_\_\_\_\_

\*Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\*Cell Phone \_\_\_\_\_ \*Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ \*Email \_\_\_\_\_

\*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 \_\_\_\_\_

(\*Required Information)

## 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 DFMWR 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
Short term (weekly) (<25ft / 25ft or larger)	\$35
Derelict Deposit (see below) \$100 per foot of total length	Per Ft
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"). 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 responsibility to remember to make timely payments (see "Late Fees" below). 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 \$100 per Foot (for total length of Vehicle) if DFMWR management determines tenant's property is in a derelict state (see below). In the event of default, DFMWR 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 DFMWR to be considered abandoned or hazardous, DFMWR 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.

Customer Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**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. DFMWR shall allow a 10-day grace period to allow patrons to respond to late notices. A DFMWR 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, DFMWR 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 DFMWR vehicle storage facility and other DFMWR Services

If payment is not received after 30 days from the date due, the Presidio DFMWR storage 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 DFMWR assumes a lien on property, charges, fees, and penalties shall not be waived and DFMWR 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 DFMWR 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 DFMWR storage. The Tenant may not modify, add shelving or make any other changes to Space unless written permission is provided by DFMWR. These changes are made at the expense of the Tenant.

**7. Limitation of Liability and Insurance**

DFMWR storage 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 DFMWR 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 DFMWR 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 DFMWR 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 DFMWR Vehicle Storage staff at least one month prior to vacating the POM Vehicle Storage Facility in writing or in person at the Presidio DFMWR 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 DFMWR facility, DFMWR 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 move out and will return keys and access devices to DFMWR 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 DFMWR 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. DFMWR 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 DFMWR 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 it the above transport criteria. DFMWR 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 DFMWR management determines your stored property is not operational or creates a safety risk to personnel or other property, DFMWR will notify you of the condition and require an immediate remediation or removal of the property. If DFMWR determines 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 DFMWR shall dispose of the property in accordance with applicable policy and regulations.



**SPACE #:** \_\_\_\_\_ **LAST NAME:** \_\_\_\_\_

- **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 DFMWR, constitutes abandonment of property. Furthermore, Tenant agrees that property determined by DFMWR to be derelict must be remediated or removed within 14 days. Tenant agrees that a failure to remediate or remove the offending property, without prior written authorization from DFMWR, constitutes abandonment of property and subjects the property to immediate initiation of disposal proceedings. DFMWR 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.
- 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 DFMWR management.

**11. Prohibited Vehicles and Activities**

- Major repairs or maintenance on any vehicle is prohibited unless authorized by DFMWR 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 DFMWR.

**13. Inspections and Compliance.** DFMWR 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 DFMWR Vehicle Storage files shall be authorized storage at the POM Vehicle Storage Facility. Any property left unattended in the facility must be identified in DFMWR 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 DFMWR is unable to contact the owner of the unauthorized property within 7 days, DFMWR 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. DFMWR shall consider said equipment abandoned and begin disposal procedures IAW Department of Defense Regulations, or in the alternative and at the discretion of DFMWR, California State DMV regulations. Customer's signature on this document constitutes acknowledgment and acceptance of DFMWR 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 DFMWR, a customer ID Tag shall be displayed on the vehicle in a prominent visible location.
- 5) \_\_\_\_\_ Vehicle registration must be maintained with DFMWR'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, DFMWR 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, DFMWR 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, DFMWR must be notified immediately and the customer(s) are/is responsible to update DFMWR's data sheet(s). If the property is sold to an ineligible patron, the property must be removed immediately upon transfer. Until DFMWR 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, DFMWR requests that customers NOT divulge their access code to anyone outside their immediate family. Persons discovered within the vehicle storage facility by DFMWR 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 DFMWR manager or RV Storage manager prior to that person's entry and notify DFMWR when that person is no longer requiring access; thereby DFMWR shall change your code for security purposes.
- 11) \_\_\_\_\_ Communication with your DFMWR 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, DFMWR mandates that you inform DFMWR so we can place these notes in your file and make the necessary adjustments. Otherwise, If DFMWR 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.**



**SPACE #:** \_\_\_\_\_ **LAST NAME:** \_\_\_\_\_

I certify and acknowledge that I have read, understand, and will comply with the above stated USAG Presidio of Monterey DFMWR 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 DFMWR, 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 DFMWR equipment or facilities. This release serves as an inducement to the DFMWR to allow the undersigned to use DFMWR facilities and programs. The undersigned also agrees to indemnify and hold harmless DFMWR 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. Other information is used to determine eligibility for participation in DFMWR 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 DFMWR 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:**

**DFMWR Storage Contract Check Out Form**

Tenant will notify DFMWR Vehicle Storage staff at least one month prior to vacating the POM Vehicle Storage Facility in writing or in person at the Presidio Vehicle storage 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 facility, DFMWR 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 move 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 DFMWR staff member shall inspect your space and sign the check-out form to clear you for any additional fees or debris removal. DFMWR 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 \_\_\_\_ / \_\_\_\_ / \_\_\_\_

DFMWR 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 DFMWR programs. MSA disclosure is voluntary, but failure to disclose all or part may preclude participation in activities or use of equipment.