



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

STORAGE CONTAINER CONTRACT

Customer Information

*Full Name _____ *Container# _____ *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)

Terms and Conditions

1. Term

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

2. Rental Rates

Customer Status	Monthly
Active Duty	\$185
Retired Military	\$200
All Other Eligible Patrons	\$225

3. Payment

Tenant agrees to pay a monthly rent of \$_____ on or before the 5th day of each month for Container Storage# _____. 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.

4. Deposit

Tenant agrees to pay a security deposit of \$_____ if MWR management determines tenant's property is in violation of storage policies. In the event of default, MWR 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 MWR to be considered abandoned or hazardous, MWR 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. MWR shall allow a 10-day grace period to allow patrons to respond to late notices. A MWR 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, MWR 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
- Collection procedures may include garnishment of pay
- Loss of privileges to use MWR storage facility and other Services

presidio.armymwr.com



SPACE #: _____ **LAST NAME:** _____

If payment is not received after 30 days from the date due, the Presidio MWR 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 MWR assumes a lien on property, charges, fees, and penalties shall not be waived and MWR shall dispose of the property as necessary.

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 perishables, animals, food, chemicals, hazardous materials or materials that may cause a hazard (rags, piles of papers, etc.) fuels or conduct major repairs in the storage space or container. The tenant may not store or grow any illegal substances or conduct illegal activity on MWR 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. The Tenant may not modify, add shelving or make any other changes to space or container.

7. Limitation of Liability and Insurance

MWR does not provide any security and is not responsible for any loss, damages incurred by the tenant during the use of space and container. The tenant acknowledges that he/she assumes all responsibility for the security of the space, properly stored in the container, and their person while using the container. The tenant further acknowledges that MWR 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 MWR against all claims, losses, damages, cost or liabilities that may arise from the use of the container and 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 MWR 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 Container 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 MWR staff at least one month prior to vacating the POM Container Storage Facility in writing or in person at the Presidio DFMWR RV Storage 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 MWR facility, MWR will continue to charge for the full period rental fee and there WILL BE NO REFUNDS provided. The tenant will remove all items from container and space prior to move out and return the container 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. The tenant acknowledges that the deposit may be used to repair any damages of the container. An authorized MWR staff member shall inspect your container and sign the check-out form (See Appendix A) to clear you of any additional fees or debris removal. MWR does not pro-rate fees. If the tenant checks out after the 5th of the current month, that month shall be charged the full amount.

10. Prohibited Property and Activities

- Major repairs or maintenance on any property or vehicle is prohibited.
- No dumping of trash or debris anywhere on federal property including the storage lots. No dumping any fluid whatsoever 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 and containers must be free from any accumulation of trash or debris. MWR shall charge a \$50 fee for removal of debris from spaces that are occupied.
- No disposing of batteries, vehicle parts, or any flammable and hazardous materials on facility grounds. MWR shall charge a \$100 fee for removal of any hazardous materials.
- If any of the policies contained herein are violated, you may be asked to remove your property without refund and forfeiture of deposit.



SPACE #: _____ **LAST NAME:** _____

11. Subletting and Assignments

No space or container shall be sublet. Only MWR shall have the authority to assign containers to eligible patrons.

12. Inspections and Compliance

MWR reserves the right to enter the container or space after providing advance notice to and accompanied by the tenant in order to inspect the condition of the container, 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.

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. _____ 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.
2. _____ 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. MWR shall consider said property abandoned and begin disposal procedures IAW Department of Defense Regulations. Customer's signature on this document constitutes acknowledgment and acceptance of DFMWR disposal policy.
3. _____ If a container is found empty 7 days into the current month and the payment balance has expired for that container's customer, MWR shall assume the customer has moved out and will immediately make that container available for rent and cancel the former customer's access code.
4. _____ 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.
5. _____ In consideration of safety and security, MWR requests that customers NOT divulge their access code to anyone outside their immediate family. Persons discovered within the vehicle storage facility by MWR 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 MWR manager or RV Storage manager prior to that person's entry and notify MWR when that person is no longer requiring access; thereby MWR shall change your code for security purposes.
6. _____ Communication with your MWR 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, MWR mandates that you inform MWR so we can place these notes in your file and make the necessary adjustments. Otherwise, If MWR 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 FMWR Outdoor Recreation vehicle and container 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.



SPACE #: _____ **LAST NAME:** _____

Appendix A:

DFMWR Storage Container Contract Check Out Form

Tenant will notify MWR staff at least one month prior to vacating the POM Storage Facility in writing or in person at the Presidio MWR 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 MWR facility, MWR will continue to charge for the full period rental fee and there WILL BE NO REFUNDS provided. Tenant will remove all items from the container and space prior to move out and return the container and 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 container and space. An authorized MWR staff member shall inspect your container and space and sign the check-out form to clear you for any additional fees or debris removal. MWR does not pro-rate fees. If you check out after the 5th of the current month, the entire monthly fee is due.

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