

Navy MWR Space Rental and Property Storage Agreement

Date

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

(Lessee's Complete Name)

Home Address: _____

Home Telephone: _____ Cell: _____

Work Telephone: _____ Email: _____

Emergency Contact: _____ Telephone: _____

Status:

Resident of Monroe County: _____ (Yes/ No)

Cat 1 Active Duty: Reserve: Military Family Member: **CAT 2** Retiree:

CAT 3 DOD Civilian: **CAT 4** Contractor: **CAT 5** Other Authorized Lessee:

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, a separate contract modification must be signed by both parties to extend the period of the contract and provide any updated information. See Navy MWR Space Rental and Property Storage Term Extension.

NOTICE

Any property left on Navy property after the expiration or termination of this Space Rental and Property 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

A. Property Information

Complete one sheet for each piece of property being stored

Space Location and Number Assigned: _____

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

Automobile: Boat: Trailer: Motorcycle: Recreational Vehicle: Other:

Specify 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.)

Mailing Address: _____

(Complete mailing address if different than above)

Additional Owner or Lien Holder of Record: _____

(Full name as it appears on title)

Additional Owner's Address: _____

(Complete mailing address if different than above)

Insurance Company: _____

Policy Number: _____ Policy ending date: _____

Lessee agrees to pay MWR the sum of \$ _____ per day for storage of items listed above. Total fees 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. Lessee agrees to pay all costs and fees resulting from any action taken by MWR to remove abandoned property.

B. GENERAL TERMS AND CONDITIONS

1. The Lessee 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 Lessee information required by this Agreement will be used to locate the Lessee and other legal owners of the property, if any.
2. The Lessee 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 Lessee's property.
3. All payments are made in advance and in the name of the Lessee.
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 Lessee 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 Lessee sells, transfers, or conveys title to the property described above, the Lessee agrees to inform the MWR. The Lessee 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) enter into a new storage agreement.
6. Only one piece of property can be stored in a space at any one given time and each piece property must have its own contract, unless the item is stored on or within another item such as a boat stored on a trailer or a vehicle in a trailer. Items like a trailer or vehicle attached to another property item such as a kayak stored next to a boat or a boat, trailer and vehicle are not allowed to be stored together. One exception to this is a car carrier attached to a RV, so long as it will fit within the assigned space. Other specific situations can be reviewed and authorized by the PSF.
7. This agreement can be terminated at any time by MWR. Such termination will be effective ten (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 Lessee as indicated above, at the complete and sole discretion of the MWR.
8. The Lessee 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 in NASKWFRPOLICY 1710.3.1 by reference as though fully set forth herein (a copy of which is available for review by the appropriate MWR facility), The Lessee further understands that any violation on the Lessee's part or the Lessee's agents, guests, and/or invitees and other persons, may constitute grounds for immediate termination of this Agreement at the option of MWR.
9. The Lessee agrees that MWR has the authority—but not the responsibility—to remove property as circumstances dictate, including mission requirements, 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 Lessee remains fully and solely responsible for moving the property to a safe storage area.
10. In the event that the Lessee is deployed, on vacation, hospitalized or otherwise unable to personally fulfill the requirements of this Agreement, it remains the responsibility of the Lessee to designate under a properly executed Power of Attorney another individual capable of assuring compliance with all provisions of this Agreement.

C. RELEASE, INDEMNITY & HOLD HARMLESS

In consideration of being permitted to store the above-described property with MWR, the Lessee hereby agrees that if the property is abandoned it may be disposed of in accordance with applicable regulations or local base procedures. The Lessee agrees to pay all costs and fees associated with any action required by the MWR Marina to remove the Lessee'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 Lessee further agrees that because of the convenience and other consideration. The Lessee, 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 Lessee 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 Lessee 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 Lessee 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 Lessee 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 Lessee 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 Lessee certify that each party has been provided a copy of the Agreement and advised to SPECIFICALLY READ ALL THE ITEMS HEREOF AND TO SEEK COMPETENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

(Date) _____ (Lessee/Owner) _____

(Date) _____ (Co/Owner) _____

(Date) _____ (MWR Representative) _____

Navy MWR
Space Rental and Property Storage Agreement
Term Extension

Modification/Extension Number: _____ (Not to exceed 4) Date: _____

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

(Date) _____ (Lessee/Owner) _____

(Date) _____ (Co-Owner) _____

(Date) _____ (Co-Owner) _____

(Date) _____ (MWR Representative) _____

NAVY MWR RENTAL AND PROPERTY STORAGE TERMINATION

By signing this form, I am giving my 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.

Lessee Name: _____

Lessee Signature: _____ Date: _____

MWR PSF Staff Signature: _____

Folio/ Contract Number: _____

In the event MWR owes the Lessee 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. § 5031, 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 Lessee 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.