Contract No. _____

STORAGE RENTAL CONTRACT

Patron Information:

DATE OF LEASE		**EXPIRATION DATE**	
FULL NAME			
PERSONAL MAILING ADDRESS			
E-MAIL ADDRESS		**TELEPHONE NUMBER**	
STATUS	Please select Other Author Rate/Rank: _____ Other (if selected): _____		
MILITARY COMMAND INFORMATION	Command: _____ Phone: _____ Mailing Address: _____		
Secondary Point of Contact	Name: _____ Email: _____ Phone: _____ Allow access without primary member present: Initial: _____		
MONTHLY RENT	$	**DATE RENT IS DUE**	
BUILDING NO./ FACILITY BLDG NO.	Fallbrook 2	**SPACE NO**	
Property Information:	Other Other: ☐ Must Specify: _____ Year: _____ Make/Model: _____ Color: _____ Dimensions: _____ VIN: _____ License/Registration: _____ Insurance Expiration Date: _____ Is this property under a lien: Additional Info:		

_____

1. <u>TERMS, RENT AND SECURITY DEPOSIT</u>. This rental contract is for the purpose of renting space for the storage of personal property.

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

b. The Patron must, at their own expense, procure and maintain third-party commercial liability insurance for all vehicles and boats subject to this contract, in addition to the minimum insurance coverages mandated by local and state laws. This insurance policy must provide coverage for any damage the Patron, their agents, or their property may cause to any property belonging to Navy Morale, Welfare and Recreation (MWR) or to any other patrons. This insurance requirement includes both Continental United States (CONUS) and Outside the Continental United States (OCONUS) locations. Upon request, the Patron must provide Navy MWR with satisfactory proof of insurance. Failure to provide the required documentation will be considered a material breach of this contract and will result in its termination.

c. If stored property is titled in the name of more than one owner, this contract applies jointly and severally to all owners of the stored property. Notice provided to one owner constitutes notice to all owners for all purposes.

d. In the event that the Patron is deployed, on vacation, hospitalized or otherwise unable to personally fulfill the requirements of this contract, 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 contract. Personal property must have the ability to vacate the space within 24 hours, or less, in the event of an emergency or directed by the Installation Commander (ICO). Deployed patrons must provide a designated representative who will have authority to act on their behalf during deployment status. During exigent circumstances, Navy MWR management, in coordination with safety and security representatives, may relocate property upon ICO direction.

e. The Patron agrees and understands that this contract 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 contract to the contrary is and will be null, void, and unenforceable. If during the term of this contract, the Patron sells, transfers, or conveys title to the property described above, the Patron agrees to inform Navy MWR. The Patron further agrees that prior to the effective date of such sale, transfer, or conveyance of the property title, the property will be removed from the storage area unless the new owners enter into a new storage agreement.

f. Rent will begin on the first day of the first month and end on the last day of each month. Rent for the space is due in advance on or before the first day of each calendar month and is to be remitted to Navy MWR. Rent for a partial first month will be pro-rated and will be due on the first day of the following month. Prior to taking possession of the storage space, and as a condition of taking possession, the Patron will pay all required payments. No month-to-month rent refunds will be granted. No security deposit is required.

g. Rent is considered delinquent if not paid monthly by the first day of the month. Rent payment will be made in full without offsets or deductions of any kind and without demand. Rent changes may occur

periodically at Navy MWR's discretion by providing a 30-day written notice to the Patron at the address provided in this contract. Any adjustment in the monthly rent will not otherwise affect the terms of this contract, and all other terms of the contract will remain in full force and effect.

h. Late rental payments and dishonored rent checks cause Navy MWR to incur charges, which are extremely difficult to measure and not contemplated by this contract. In the event of patron's default, Navy MWR may, without notice, deny the patron access to the property located in the storage space. Additional fees may apply based on the following.

Late Rent Charge (if not paid within 15 calendar days of due date):	$20
Dishonored Check Charge:	$25
Lock and Personal Property Removal Fee:	Based on severity
Unit Cleaning/Empty Fee:	Based on severity

2. <u>INSURANCE AND RELEASE OF LIABILITY</u>. Patron acknowledges that Navy MWR does not provide, nor is it responsible for, any form of commercial insurance coverage for the Patron's personal property stored on the premises. Patron agrees to procure and maintain, at their sole expense, a comprehensive policy of fire and extended coverage insurance for the full replacement value of the stored property. This policy must include, but is not limited to, endorsements for theft, vandalism, and malicious mischief.

a. All vehicles, including boats, recreational vehicles (RV), and trailers, must have valid and up-to-date annual state registration and inspection decals, stickers, or other applicable documentation.

b. Patron's failure to carry the required insurance is a breach of this contract, and patron assumes all risk of loss to stored property covered by such insurance. To the extent patron does not maintain such insurance, patron is deemed to be "self-insured." This insurance is a material condition of this contract and is for the benefit of both patron and Navy MWR.

c. Patron expressly agrees that the carrier of such insurance will not be subrogated to any claim of Patron against Navy MWR or its agents and employees. Patron agrees to indemnify, release from liability and hold harmless Navy MWR from any expense, cost or damage incurred because of any claim or action based in whole or in part upon such subrogation.

d. All property stored within the rental space by patron will be stored at patron's sole risk. It is agreed by patron that Navy MWR's release of liability is a bargained for condition of the rent set forth herein. This release, waiver, and indemnification applies to all storage types under this contract including but not limited to Marina, Vehicle, and Personal Storage spaces, and to any claims directly or indirectly resulting from the Patron's use, storage, negligence, or failure to comply with this contract.

e. Patron may not store personal items inside the vehicle, boat, RV or camper without the written consent from Navy MWR. If personal items are stored and such written consent is not obtained, the total value of patron's property, will be deemed not to exceed $10,000.00. Any personal items stored with or without consent are not insured by Navy MWR as mentioned above.

3. <u>PERMITTED AND PROHIBITED USE OF RENTAL SPACE</u>. Patron agrees to use the rental space solely for the storage of personal property that they wholly own. All stored property remains under the Patron's exclusive supervision and control.

a. Prohibited Materials: The storage or use of certain materials within the rental space is strictly prohibited. This includes, but is not limited to:

(1) Any substance classified as hazardous or toxic under federal law, government regulations, or Navy directives.

(2) Illegal substances, explosives, and ammunition.

(3) Perishable food items.

(4) Highly flammable materials such as gasoline, diesel, oil, propane, paint, varnish, or thinner.

b. Fuel and Propane Tank: all fuel tanks must be empty. This applies to internal fuel tanks permanently connected to engines (e.g., in vehicles or machinery) as well as any auxiliary fuel tanks. All propane tanks must be empty and their valves must be in the off/closed position.

c. Responsibility for Spills: The Patron is responsible for ensuring no prohibited substances are spilled, discharged, or released. In the event of a spill, the Patron must immediately notify Navy MWR and the appropriate authorities, take all necessary measures to mitigate the damage, and bear all costs for cleanup, remediation, and disposal.

d. Indemnity: The Patron agrees to indemnify and hold harmless Navy MWR from any and all costs, expenses, or liability imposed against it arising from the Patron's storage or use of any hazardous or prohibited material.

e. Patron agrees not to conduct any business or commercial enterprise out of or from the rental space and further agrees that the rental space will not to be used for any type of workshop, or to perform any type of repairs, or for any sales, renovations, decorating, painting or other similar purposes.

f. There will be ***no habitable occupancy*** of the rental space by humans and/or pets of any kind for any period whatsoever. *NOTE: This may not apply to spaces that are designated for liveaboard space, in the Marina.*

g. Patron will not do, or permit to be done, any act that creates or may create a nuisance in connection with patron's use of the rental space. Trash or other debris will not be left in or near the rental space. Patron shall not make or use electricity in or around the rental space for any purpose, unless given written permission by Navy MWR. Violation of these prohibitions will be deemed as a default and will be grounds for ***immediate termination*** of this contract.

h. Should Patron appoint another person(s) to enter the rented space, Patron will be responsible for the conduct of such person(s).

4. <u>DENIAL OF ACCESS</u>. If this contract is expired, the monthly rent is not paid by the due date, or if any fees remain unpaid, Navy MWR, without notice, may deny the patron or any other party access to the rental

space and any personal property located therein until the outstanding balance is paid in full. If the patron is renting more than one space at any given time under this contract, including other Navy MWR Storage Programs such as Vehicle Storage, Personal Storage, and Marina Storage, default of one space constitutes default of all spaces, entitling Navy MWR to deny patron access to all rented spaces.

5. NOTICES AND COMMUNICATION. All notices required by this contract will be sent via electronic mail (e-mail) with a copy forwarded by official mail to the patron's last known address. Notices, whether from Navy MWR or the patron, will be deemed delivered on the date e-mail was sent or deposited with the United States Postal Service (USPS). Patron, by providing an e-mail address, agrees that Navy MWR may communicate with patron and provide patron with any written notices authorized or required by this contract or by applicable regulations or law via e-mail. Likewise, patron represents and warrants that information patron has supplied in this contract is accurate and up-to-date. Patron agrees to provide prompt written notice to Navy MWR of any change of patron's address, contact information, and/or liens or secured interest status on patron's property in the rented spaced, or any change to the nature or description of the patron's property stored within the rented space. Navy MWR does not recognize or acknowledge address changes or other information changes that are not made in person, received by e-mail, or received via USPS. Navy MWR may send contract changes and other notices to e-mail address(es) provided on page one (1) of this contract or to any subsequent e-mail address(es) provided to Navy MWR in the accepted manor described herein.

6. CONDITION OF SPACE – COMMENCEMENT AND TERMINATION. Patron acknowledges that Patron has inspected the space and found the space to be in good repair and in clean and sanitary condition. Patron agrees to maintain the space in the same condition throughout the rental period. Patron will notify Navy MWR within 48 hours, in writing, of any defect of the space. Patron will not build on nor attach anything to any surface of the space. Upon termination of this contract, Patron will remove all property from the space and immediately deliver possession of the space to Navy MWR in the same condition as it was received, reasonable wear and tear may be accepted. Patron agrees to reimburse Navy MWR for all costs of emptying or repairing the space, which includes but is not limited to dump fees, labor, materials, transportation, and lock removal. Patron further agrees to reimburse Navy MWR within five (5) business days of receipt of an itemized statement of all labor and other expenses incurred to remove items and restore the space.

7. NAVY MWR'S RIGHT TO ENTER AND INSPECT. Patron grants Navy MWR and representatives of any government authority, including civilian, state and federal law enforcement, fire, health or emergency response officials, access to the premises in the event of an emergency and as necessary to preserve and protect the storage facility. In the event Patron's lock is destroyed in the course of such an inspection, Navy MWR will provide a replacement lock of similar kind and quality. Navy MWR will not be liable for the damages caused by access from law enforcement, fire, health or emergency response officials. The Patron agrees that Navy 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, or vandalism, etc. While Navy MWR will take reasonable measures to protect property stored at Navy MWR facilities, the Patron, or their designated representative, remains fully and solely responsible for moving the property to a safe storage area.

8. TERMINATION. Patron must provide Navy MWR with a 30-day written notice prior to the last day of the month to terminate this contract. Should patron fail to provide a 30-day written notice prior to termination, patron may be charged a lease-break fee of an amount equaling one (1) month's rent. Patrons requiring or requesting cancellation with less than a 30-day notice due to deployment, permanent change of station, or other operational requirement will be addressed on an individual basis.

a. The receipt of a check will not be considered payment to Navy MWR if the check is dishonored or not paid. Patron's property, once rent payment is delinquent by 90 days, may be removed from storage and become the responsibility of the ICO for processing as abandoned or unclaimed privately owned personal property per 10 U.S.C. §2575, which may result in property disposal procedures as set forth in DoD Manual 4160.21, Volume 4, CNICINST 1710.3 CH-1 and the installation's formal procedures. Intentional abandonment of private property resulting in subsequent cost to the U.S. Government for disposal is a serious matter. Consequences associated with intentional abandonment includes reimbursing the U.S. Government for incurred costs; repossession by lien holder, if any; garnishment of pay; withholding income tax refunds for indebtedness to the U.S. Government; and disciplinary action under the Uniform Code of Military Justice, if appropriate.

b. This contract can be terminated at any time by Navy MWR. Such termination will be effective ten (10) calendar days from the date that written notice is placed in the U.S. Postal Service mail addressed to the property owner(s) at the address(es) provided in this contract or forwarded to the e-mail address of the Patron as indicated above, at the complete and sole discretion of Navy MWR.

9. PERSONAL INJURY. Navy MWR, its agents, and employees will not be liable whatsoever to any extent to Patron or Patron's invitees, family members, guests or any other persons for any personal injury or death arising out of Patron's use of the rented storage space or premises from any cause whatsoever including, but not limited to, the active/passive acts, omissions, or negligence of Navy MWR and its agents and employees.

10. ABANDONED SPACE. The Patron agrees to pay all cost and fees associate with any action required by Navy MWR to remove the Patrons personal property, equipment, vehicle, including RVs and trailers, boats. Abandonment is deemed to have occurred when the payment is ninety (90) days past due. Property is considered abandoned in accordance with 10 U.S.C. § 2575. The Patron further agrees that because of the convenience and other considerations, the Patron, their heirs, executors, and administrators, release and forever discharges the United States Navy, the United States, the Morale, Welfare, and Recreation fund for damages of any sort including but not limited to personal injury or property damage arising from use of the said area. The Patron further waives all rights and those of their heirs, executors, and administrators under 10 U.S.C §2575 for property abandoned that is subject to this release for which the Navy MWR fund has retained any funds due to the sale of the abandoned property. The patron specifically waives the right to claim any excess funds above the actual cost incurred by Navy MWR and the actual accumulated storages fees that have not been paid as commitment for entering into this contract. This release extends to the owners(s) heirs or assigns, which might assert such claims or demands as result of the disposal of the property so entrusted to Navy 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 the Space identified in this contract and in the event that negligence or other fault of Navy MWR caused or contributed to the loss or claim.

a. All terms and conditions of the contract applying to any release of liability, or indemnification for liability, will remain in effect even though by the terms herein, this storage contract will have terminated or expired until such time as the property has been removed from the use/storage space or other designated federal property.

b. Navy MWR shall have a lien on the stored property for unpaid charges, costs, and expenses incurred from storage fees, repairs or maintenance. Once the property is deemed abandoned and in compliance with Navy guidance/requirements for selling abandoned property, once sold the Navy MWR may apply proceeds to the outstanding balance owed e.g., monthly fees, service fees, administrative fees, that support the official removal of the property. Any surplus of funds may be returned to the patron.

11. VOLUNTARY WAGE DEDUCTION CONSENT CONTRACT. I, _____, (Patron) consent to collection for any amounts due from me to Navy 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 contract and the services rendered by Navy MWR thereto.

12. SPECIAL PROVISION BY STORAGE TYPE

a. **MARINA STORAGE SPACE** This section applies to the contract.

(1) Boat storage may be wet, stored in/above water, or dry, stored on land, depending on availability. The Patron must comply with all safety and security regulations regardless of storage type. The Patron is responsible for all fees, damages, personal injury, or injury to others if any sign or negligence to the terms and conditions in this contract.

(2) Slip/Mooring

(a) The patron is responsible for properly securing their boat or vessel to the slip.

(b) The patron is responsible for providing and utilizing all necessary mooring chains, mooring lines, and all other equipment to properly secure the boat. The patron is responsible for ensuring safe mooring. In the event any mooring chains, lines or equipment is provided by the Navy MWR Marina, the Patron may utilize at the Patron's risk. The Patron is required to report any significant corrosion, ware, degradation, or damage to any such equipment, or any sign of potential failure to Navy MWR Staff.

(c) Anchors may not serve as adequate assurance against movements of a boat. The Patron is responsible for safely securing their boat in compliance with installation safety rules and regulations. Navy MWR will not be responsible for any damage caused by mooring failures; the Patron must maintain adequate insurance in the event of any damage.

(3) Haul-out/Launching. All boats must ensure safety measures and comply with base requirements when transporting boats in and out of the water. Navy MWR haul out, storage, and launching service may be provided at below market rates as available. In consideration for any such savings, and in addition to the general insurance release, and indemnification provision of section 2, the Patron expressly and knowingly agrees to defend and hold harmless the United States, Department of the Navy, Navy MWR, and their military and civilian personnel, from any liability, loss, or damage, directly or indirectly resulting out of or in connection with the performance of any haul-out, storage, or launching service, including damage to the vessel, engines, equipment, or personal property.

(4) Seaworthiness/Insurance. The Patron warrants that subject boat is and will be maintained in the seaworthy condition. Seaworthy, per the maritime law is defined as "fit for its intended use" and in full compliance with all the governmental and regulatory requirements to include marina enforcement. Within one (1) year of this contract and annually thereafter, the Patron will prove by sea trial conducted under the observation of Navy MWR the continuing seaworthiness, machinery insurance, minimum personal injury, and physical damage liability coverage of $100,000.00 /$300,000.00 /$500,000.00 during this lease.

(a) Small Boats are defined in this contract as boats with no motor, under 26 feet in length and/or under five (5) net tons. Insurance coverage for smaller boats, may typically range between $25,000.00 and

$100,000.00 depending on size and propulsion type. Coverage liability must include personal injury, property and physical damage.

(b) The insurance coverage must be under the patron responsible for this contract.

(c) The patron must inform Navy MWR of any changes or updates to policy within ten (10) days of said change/update.

(d) Personal watercraft or equipment stored within the vessel must be approved by Navy MWR. Patron must have valid insurance coverage for watercraft equipment that will exceed a cumulative value of $10,000.00. Such coverage must include personal injury liability, property damage liability, and physical damage to the vessel. Proof of coverage for all applicable watercraft will be provided to Navy MWR prior to storage and upon policy renewal.

(e) No Bailment. The patron understands that Navy MWR does not warrant control access from the water. This contract does not constitute a bailment. Navy MWR will not accept care custody and control of the boat or vessel.

(f) Removal-Destructive Weather. Patrons are required to install additional lines or ground tackle in preparation for a hurricane or other destructive weather. Patron is liable for damages to the boat, to other boats, or other property caused, directly or indirectly, by the Patrons failure to secure or remove the boat in a timely manner from the Marina. The Patron may exercise the right to remove the boat even if not ordered to do so, subject to any restrictions or prohibitions on movement, travel, or transportation of the boat or property issued by order of emergency authorities including, by not limited to, Federal Emergency Management Authority (FEMA), state or local authority, or the Military Installation Commanding Officer.

(g) Marina Electrical Equipment ***(Liveaboard spaces only)***. The Patron is responsible for proper usage of all utilities, checking and maintaining power cords to prevent fire or electrocution. Navy MWR is not responsible for damage to the boat's electrical equipment. In some locations, the Navy MWR Marina maintains pedestal and electrical service to the outlet. The Patron is responsible for the operation and maintenance of electrical cords and equipment beyond the outlet. *NOTE: this only applies to Liveaboard spaces, this does not apply to marina storage spaces.*

b. **VEHICLE STORAGE SPACE** This section applies to the contract.

(1) Tags, registration, and insurance for any vehicle, RV/camper, or boat stored on Navy MWR property is to be current with expiration date showing.

(2) All vehicle, RV/camper, or boat must be secured in the assigned storage space. Any property stored in a vacant space or unauthorized space will be removed at the owner's expense.

(3) No repair or maintenance work will be done to any vehicle, RV/camper, or boat in the storage space. Locations may vary in Navy MWR Management approval for limited work to a vehicle. (Example, changing spark plug to remove the vehicle from the property).

(4) Keep your space free and clear of any debris and clutter. Non-Vehicle property may not be stored in addition to the vehicle.

(5) Each patron is only allowed one vehicle, RV/camper, or boat in your rented space. Only the property identified in the active contract is authorized to occupy the assigned storage space.

(6) Sleeping in stored vehicle, RV/camper, or boat is prohibited.

c. **PERSONAL STORAGE** This section applies to the contract.

(1) The Patron agrees not to store any property of value, including but not limited to cash, jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having economic or emotional value to the patron. Patron hereby waives any claim for loss of goods placed within vehicle, boat, or other item placed in storage, whether on the basis of economic or sentimental value or emotional distress from the Patron's emotional attachment to any property that is stored in the rental space.

(2) Sleeping or lounging in space is prohibited.

(3) Items stored in the space or unit must be boxed and secured and elevated to prevent weather damage.

(4) All items will be stored at patron's sole risk.

(5) All items stored in the space must be insured during storage at the Navy MWR facility. Patron is responsible for insurance on all items stored in the unit, regardless of value.

13. ENTIRE CONTRACT. By Patron's signature below, Patron acknowledges receipt of a dated and executed copy of this contract. Patron understands that this contract will only become effective upon acceptance by Navy MWR and once signed and dated by a Navy MWR representative. Patron acknowledges this is a legally binding contract.

_____	_____
Patron Name	Navy MWR Representative
_____	_____
Signature Date	Signature Date