

## Vehicle Storage Contract

Updated: 30 August 2013



### Facility Location:

Outdoor Recreation/Vehicle Storage  
8th Ave & Joe Lloyd Way, OMC  
Seaside, CA. 93955

### Outdoor Recreation Main Office:

242 Fort Mervine Place, #1  
Presidio of Monterey, CA 93944  
Phone 831-242-5506 / Fax 831-242-6310

\*Customer Last Name: \_\_\_\_\_ Space #: \_\_\_\_\_ Monthly Fee: \$ \_\_\_\_\_ Access Code \_\_\_\_\_  
\*Full Name: \_\_\_\_\_ \*Eligibility Status (AD, Ret, DoD, DHS, Contractor) \_\_\_\_\_  
Cell Phone \_\_\_\_\_ \*Home Phone \_\_\_\_\_ \*email address \_\_\_\_\_  
\*Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Service Branch \_\_\_\_\_ Unit/Organization \_\_\_\_\_ Work Phone Number \_\_\_\_\_  
Unit Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Unit Phone \_\_\_\_\_  
Spouse Full Name \_\_\_\_\_ Spouse Phone \_\_\_\_\_

### Sponsor's information if applicable:

Full Name: \_\_\_\_\_ Eligibility Status (AD, Ret, DoD, DHS, Contractor) \_\_\_\_\_  
Cell Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ email address \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Service Branch \_\_\_\_\_ Unit/Organization \_\_\_\_\_ Unit Phone Number \_\_\_\_\_  
Unit Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Unit Phone \_\_\_\_\_

I have read and understand the Vehicle Storage Lot Contract and policies in its 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 should the owner of the vehicle stored defaults on his or her scheduled payments including fees and penalties.

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**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 \_\_\_ 5<sup>th</sup> 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: \_\_\_\_\_

Copy of Vehicle Registration Matches above description (initial if yes): Customer \_\_\_\_\_ Staff \_\_\_\_\_

Remarks: \_\_\_\_\_

I have read and understand the Vehicle Storage Contract and policies in its entirety and agree to abide by all policies and provisions herein.

\_\_\_\_\_  
Customer (owner) Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

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### CHECK OUT NOTIFICATION

When you check out of our facility, please inform ODR so we can promptly provide this space to another service member or patron.

- Effective Date of Departure from ODR's Vehicle Storage facility: \_\_\_\_/\_\_\_\_/\_\_\_\_
- By the date above, I will have my property completely removed from the OMC storage facility. \_\_\_\_\_
- Assigned space is now empty, clean and without any debris or trash: **Staff initials:** \_\_\_\_\_

**Customer Signature**

### Authorized 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 below.
- Abandoned vehicles such as campers, RVs, 5<sup>th</sup> Wheels, travel trailers, etc., are not considered transportable and must be operationally maintained and shall not be abandoned.
- Derelect Property: If ODR management determines your stored property is not operational, does not fit the above criteria, and requires demolition, disposal of appliances, hazardous materials, etc., prior to disposal you shall be required to pay a \$500 deposit 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.
- 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.

### 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. Note: RV's may use ODR's dumping station for a small fee and only during operating hours.  
**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.
- Use of any of the facilities property such water hoses, faucets, electrical outlets, or any other item is strictly prohibited. Note: The wash rack with hose and bucket is available for a small fee to wash your vehicle during operating hours.
- If any of the policies contained herein are violated, you may be asked to remove your vehicle without refund and forfeiture of deposit.

### Rates

Under 20 feet (monthly)  
20-35 feet (monthly)  
Over 35 feet (monthly)  
Presidio-residents (students only) (monthly)  
Short term (weekly)  
RV Sewage Dumping (per-use)  
Wash Rack w/ hose and bucket (per-use)  
Derelect Deposit (one-time)(see above)

### Methods of Payment Accepted

\$40 • Cash  
\$65 • Check  
\$75 • Visa or MasterCard  
\$10  
\$25  
\$15  
\$10  
\$500

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**30-day non-payment penalty (monthly) (see below)**

**\$300**

### **Payments**

- 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 or automatic check service.
- We gladly accept advance payments and strongly encourage patrons going overseas to pay several months or even years in advance. Advance payments of one year (12 months) shall only pay for 11 months and receive a free 12<sup>th</sup> month.
- 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 can pay short term (per week) for that month.

### **Sponsorship**

- Sponsors of ineligible customers must have an identification card showing valid military (retired or active duty), Dept of Defense, or DoD contractor. Sponsor IDs, contact information, and address must be current and maintained on file at Outdoor Recreation. Any changes to the above must be reported to ODR for file-updating.
- Sponsors shall be held responsible for all payments and fees as well as removal of the vehicle if the sponsored owner is unable to make timely payments, follow policies detailed herein, or cannot be contacted.
- Sponsors must live within a 50-mile radius from the RV storage facility. Exceptions shall be authorized only by ODR Management.
- If the owner is unable to consistently pay storage fees on time, the sponsor may be asked for a credit card to maintain in case the owner defaults on payment or incurs extra charges as stated in Prohibited Vehicles and Activities above.
- The ODR Management reserves the right to remove non-eligible patron property from the RV storage facility if payments and activities are not in accordance with this contract.

### **Late Fees**

- A \$25.00 fee shall be charged to customers for each month their account is delinquent. Note: Patrons who fail to pay the full monthly fee by the 5th day of the month shall be considered late. ODR shall allow a 10-day grace period to allow patrons to respond to late notices. 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

**Note:** If you change your address, phone number, email address, vehicle registration, or any other relevant information that is on this contract, please contact ODR to update your information. It is the customer's responsibility to update his or her data.

- If payment is not received after 30 days from the date due, the Presidio ODR shall impose a **\$300 per month retroactive** late fee 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.

### **Break-in & Property Damage Procedures**

- The U.S. Army and Outdoor Recreation do not insure your stored property and it is the owner's responsibility to carry sufficient insurance.
- Patrons are encouraged to inspect their property at least once per week while in storage.

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- If your property has suffered a break-in or damage in any way, please to 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.

### **Check-in Procedures**

- Read, complete, and sign the Vehicle Storage SOP & Contract
- Pay a non-refundable three-months' storage fee
- Set up automatic payment plan with credit card or bank check system if possible.

### **Check-out Procedures**

- Pay all current and back fees in full.
- Notify ODR Vehicle Storage staff prior to vacating the POM Vehicle Storage Facility in writing or in person at the Presidio ODR office and sign the above checkout. If you do not properly check out of the ODR facility, we will continue to charge for the full period rental fee and there WILL BE NO REFUNDS if you fail to properly check out.
- Completely remove all property and debris from your space. Do not dispose trash in any government receptacle or other spaces. You must remove your property and trash completely from federal property
- An authorized ODR staff member shall inspect your space and sign the check-out portion of this contract on page 1 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 \$25 per week from the 1st of the month or the entire month, whichever is less.

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### **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 or it shall otherwise be considered abandoned property and reported to the police. A fine of **\$25** per incident and **\$5** per day following initial discovery will be charged to the customer owning said property. If ODR is unable to contact the owner within 7 days, disposal procedures will begin at the owner's expense.
- 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 90 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 California State DMV regulations. Customer's signature on this document constitutes permission for FMWR ODR to pursue disposal action.
- 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 outside its authorized space, the customer must pay an additional monthly fee (based on the size of said vehicle) 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.

**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.**

Michael Foy  
Outdoor Recreation & Leisure Travel Services

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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 IMWRF, 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 IMWRF equipment or facilities. This release serves as an inducement to the IMWRF to allow the undersigned to use IMWRF facilities and programs. The undersigned also agrees to indemnify and hold harmless IMWRF 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.

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