

## OUTDOOR RECREATION (ODR), MWR RENTS STORAGE RENTAL AGREEMENT

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Contact Informatio			,
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## **Terms and Conditions:**

This is agreement made effective as of the day of, 20 between Fort Huachuca Directorate of Family, Morale, Welfare and Recreation (DFMWR), Outdoor Recreation (ODR), MWR Rents and the responsible occupant,
In consideration of the fees and charges herein set forth and subject to the following Terms and Conditions, Outdoor Recreation (ODR), MWR Rents agrees to permit occupant to use the above noted storage space for the storage of the vehicle(s) indicated within this agreement or the use of the enclosed storage unit for personal belongings.
Ownership of Vehicle: Occupant represents and warrants that he/she is the sole owner of the vehicle, and that the vehicle is registered in the name of the occupant. Occupant understands that proof of ownership and insurance must accompany this agreement and agrees that Outdoor Recreation (ODR), MWR Rents has the right to request proof on continued ownership and insurance at any time during the term of this agreement. Occupant must always maintain a valid current license plate and registration for the vehicle while it is stored, unless otherwise permitted.
Storage Units: Occupant agrees to use enclosed storage units for storage only of property owned by occupant. Units must be kept in good condition and not altered in any way for custom fits.
Monthly Rental Charges: The monthly rental charges are calculated according to the storage rates below, the daily rate is only assessed to new reservations for the days remaining in the 1 <sup>st</sup> rental month.
Back-in Spaces are \$36.00 a month. \$1.20 per day. Pull-thru Spaces are \$42.00 a month. \$1.40 per day. Storage Units are \$60.00 a month. \$2.00 per day.
Term of Agreement/Renewal of Agreement: This agreement is only valid for 12 months of continual service and expires on If occupant wishes to renew the agreement, they must provide Outdoor Recration (ODR), MWR Rents, with 30 days written notice of this intention. Occupant must provide updated insurance and registration information before the agreement will be renewed.
<u>Payment Options:</u> Occupant may pay for the storage rental using Cash, Check, or Credit/Debit Card. Credit/Debit Card payments can be made over the phone by calling 520-533-6707. Prepayments will not be accepted. Auto-Debit option is available.
Occupant acknowledges that these rates may change. Outdoor Recreation (ODR), MWR Rents agrees to give occupant sixty (60) days prior notice of any change in the storage rates. Storage charges for all months are due on the first (1 <sup>st</sup> ) day of the month. As of the 15 <sup>th</sup> of each month any unpaid balance will result in a \$15.00 late fee that will be applied to the occupant's account. If account is overdue for more than 90 days, then the abandonment notification process will be initiated, and all property and

its contents may be forfeited.

Any account overdue for more than 90 days will result in the above property and all its contents being forfeited to the lesser listed above. The lessee acknowledges by signing below that the above property and all its contents will be forfeited after non-payment of 90 days or more.

<u>Check-out Policy:</u> Occupant acknowledges that it is their responsibility to provide a 7-day notice to the Outdoor Recreation (ODR), MWR Rents Office of the checkout date/time. If occupant fails to do so, he/she will forfeit refund and it could result in additional charges. At time of check-out all stored items must be removed.

<u>Use of Storage Space:</u> Occupant agrees to use the storage space only for the storage of property owned by occupant. Also agrees to keep the storage space in good condition. Occupant shall NOT use the storage space:

- a. For residential purposes.
- b. For practicing or rehearsing music.
- c. For workshop of any kind.
- d. For vehicle maintenance or repair.
- e. For storage of food, animals, plants, insects, or any perishables.
- f. For the storage of antiques, collectibles, or any property having special or sentimental value to occupant.
- g. For the manufacture, distribution, use or storage of illegal drugs.
- h. For the manufacture, distribution, use, or storage of flammable, explosive, toxic, or any other inherently dangerous material.
- i. For the operation of business of any kind whatsoever, including the selling of goods as a flea market, secondhand, outlet, garage sale or auction.
- j. No vehicle deemed unsafe or having an overly poor appearance will be stored. Unless otherwise permitted.
- k. All vehicles will be locked, and proper steps taken to prevent theft.
- Vehicles must fit inside of the marked stall; multiple vehicles are only allowed if they fit
  completely inside of all single stall. All vehicles need to be registered with the MWR Outdoor
  Recreation Office. Vehicles outside of marked stalls will be towed at the owner's expense.
- m. No permanent structure, shed, shade cover, or any other type of building or structure will be installed without approval of DPW and FMWR. The occupant is responsible for removing any authorized prior to departure. The occupant is responsible for any damages that may arise from any authorized structure fixture or piece of equipment installed or being used by the occupant. Occupant waives any claim for emotional or sentimental attachment to property stored in storage space. No property shall be stored in the storage space unless the occupant is the owner of such property of otherwise has legal right to possess such property. Occupant shall use storage space for lawful purposes only and shall not store in the storage space any items which would violate any law, or any order or requirement imposed by any city, county, state or federal agency or department. Occupant shall not commit or allow any waste nor any act which creates or may create a nuisance in or on the premises.
- n. Storage spaces are for properly registered/insured vehicles. Nothing other than your vehicle should be stored in your space. Occupant acknowledges and agrees that any breach of the

provisions contained in this section shall conclusively deem occupant in default of this agreement.

<u>No Bailment:</u> Outdoor Recreation (ODR), MWR Rents is in the business of storing goods for hire and no bailment is created under this agreement. Outdoor Recreation (ODR), MWR Rents is merely renting the storage space to occupant.

<u>Assignment and Subletting:</u> Occupant shall not assign this agreement or sublease the storage space, in whole or in part, without the written consent of Outdoor Recreation (ODR), MWR Rents, which may be withheld in Outdoor Recreation (ODR), MWR Rents sole discretion.

<u>Insurance</u>; <u>Risk of Loss</u>: Occupant shall obtain and maintain during this agreement sufficient insurance of fire and property damage to protect the property stored in the storage space. This is a material condition of this agreement and is for the benefit of both the occupant and Outdoor Recreation (ODR), MWR Rents. Failure to carry the required insurance constitutes a material breach of this agreement.

- a. Occupant assumes all risk of loss for stored property that would be covered by such insurance. Occupant acknowledges that Outdoor Recreation (ODR), MWR Rents carries no insurance which in any way covers the loss of, or damage to any occupant's property, while the property is in the storage space or on the premises.
- b. The occupant assumes all risk for property stored at the location and understands that Outdoor Recreation (ODR), MWR Rents of the US Army is not responsible for any loss or damage that may occur(s) to any property stored at this location. This includes but is not limited to Fire, Theft, Vandalism, Natural Disaster, Insects, Animals, or Weather.
- c. Abandonment of Property: If the occupant is more than 90 days delinquent on payment of the monthly rental charges, then Outdoor Recreation (ODR), MWR Rents will reach out by phone, email, and mail to determine if the stored property is abandoned. Written notice will be provided to the occupant's last known address which states that "Under the law 10 U.S.C. 2575, you are hereby advised that the private property described herein will be sold or otherwise disposed of at (location on [approximate date]). A request for the return of the private property will be honored if received before the time specified. Request for return of the private property after the specified time will only be honored if disposition has not been completed." This statement will be sent at least 45 days before any disposal actions are taken. Delinquent payments must be received in full prior to Outdoor Recreation (ODR), MWR Rents releasing property. Occupant is responsible for removing all personal property from premises. If no response is received, the property will be disposed of and the proceeds will belong to Outdoor Recreation (ODR), MWR Rents.



## OUTDOOR RECREATION (ODR), MWR RENTS STORAGE RENTAL AGREEMENT

l,		have reviewed and
agree to the terms listed in this	Agreement.	
Occupant Signature:	Date:	
Employee Signature:	Date:	



## OUTDOOR RECREATION (ODR), MWR RENTS STORAGE RENTAL AGREEMENT

Responsible Occupant:	
ASSIGNED SPACE # in lot Jim/Cushing	
STORAGE UNIT #	
I, removal of personal items from above storage s MWR Rents. All items have been removed fron	space rental with Outdoor Recreation (ODR),
Check-Out Date:	
Customer Signature:	Date:
Employee Signature:	Date:
Employee verification: (Circle)	
In-person Phone Email	
Employee Verification of space availability:	
Da	ato: