

# West Point Family and MWR Space Rental / Storage Agreement

\_\_\_\_\_  
Date

This agreement, made by and between West Point Family and MWR

and

\_\_\_\_\_  
(Patron's Complete Name)

Home Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Work Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

**User Status:**

- |                                      |   |  |
|--------------------------------------|---|--|
| <input type="checkbox"/> Active Duty | <input type="checkbox"/> Retiree                | <input type="checkbox"/> DOD Civilian            |
| <input type="checkbox"/> Reserve     | <input type="checkbox"/> Military Family Member | <input type="checkbox"/> Other Authorized Patron |

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.

### NOTICE

Any property left on Army property after the expiration or termination of this Space Rental / 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

\_\_\_\_\_  
Patron's initials

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

**Property Type:**

- Automobile                       Class C RV                       Boat with Trailer                       Open Trailer
- Class A RV                       Travel Trailer                       Jet Ski with Trailer                       Other: \_\_\_\_\_
- Class B RV                       Pop-up Trailer                       Enclosed Trailer

**Property Year:** \_\_\_\_\_ **Property Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**Color:** \_\_\_\_\_ **Dimensions (Length/Height/Width):** \_\_\_\_\_ L x \_\_\_\_\_ H x \_\_\_\_\_ W

**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.)

\_\_\_\_\_  
\_\_\_\_\_

(Complete mailing address if different than above)

**Additional Owner of Lien Holder of Record:** \_\_\_\_\_

(Full name as it appears on title)

\_\_\_\_\_  
\_\_\_\_\_

(Complete mailing address)

**Insurance Company:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_ **Policy ending date:** \_\_\_\_\_

Patron agrees to pay MWR the sum of \$ \_\_\_\_\_ per \_\_\_\_\_ (*Designate: monthly, seasonal, or annual*) 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. Patron agrees to pay all costs and fees resulting from any action taken by MWR to remove abandoned property.

**Lot:**

- 1                       3                       5                       7                       North Dock
- 2                       4                       6                       Morgan Farm                       Anderson

**Site / Space No.:** \_\_\_\_\_

\_\_\_\_\_  
**Patron's initials**

## **IMPORTANT: THIS IS A LEGAL DOCUMENT**

**Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.**

### **GENERAL TERMS AND CONDITIONS**

1. The Patron 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 Patron information required by this Agreement will be used to locate the Patron and other legal owners of the property, if any.
2. The Patron 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 Patron's property.
3. All payments are made in advance and in the name of the Patron.
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 Patron 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 Patron sells, transfers, or conveys title to the property described above, the Patron agrees to inform the MWR. The Patron 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. 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 Patron as indicated above, at the complete and sole discretion of the MWR.
7. The Patron 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 by reference as though fully set forth herein (a copy of which is available for review by the appropriate MWR facility). The Patron further understands that any violation on the Patron's part or the Patron's agents, guests, and/or invitees and other persons, may constitute grounds for immediate termination of this Agreement at the option of MWR.
8. The Patron agrees that 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, vandalism or the like. While the MWR will take reasonable measures to protect property stored at MWR facilities, the Patron remains fully and solely responsible for moving the property to a safe storage area.
9. Hazardous materials of any kind are prohibited in the use / storage area. This includes but is not limited to natural gas, propane, oil, gasoline and petroleum products, and any and all flammable, explosive and toxic substances. This does not apply to oil, gasoline or petroleum products found inside internal fuel tanks permanently connected to internal combustion engines in storage. All auxiliary fuel tanks (regardless of the nature of the fuel) must be empty. Propane tanks must be empty and valves must be in off/closed position.
10. MWR assumes no responsibility for any damaged caused by a Patron's failure to properly winterize or secure their property against the elements.
11. All vehicles must have valid and up-to-date annual state inspection decals, stickers, or other applicable documentation.
12. Any additional property must be stored inside the automobile, camper, or recreational vehicle, or in an approved storage unit. No loose or ancillary equipment or property may be stored outside the vehicle.
13. Tags, registration, as well as insurance on stored property is to be up to date as long as the property is stored at the MWR secured storage. If you decide to change the type of property, provide all required documents such as proof of ownership, valid state registration, and valid and current insurance. If you fail to provide this information within 30 days you will be asked to remove your property.
14. Recreational vehicles must be parked in the assigned storage space. Parking in storage other than the site assigned will result in in the following: Removal of your property to a use / storage area; with additional charges incurring; termination of your on-site reservation; or loss of pre-payment without any pro-rata credit.
15. No Repair Work. No repair work shall be done to any automobile or recreational vehicle any related equipment without the prior approval of designated MWR Manager (i.e. Outdoor Recreation Manager).

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**Patron's initials**

# CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees for any/ all actions or claims arising out of participation in the Trail Running program. In short, I cannot sue Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees, and if I do, I cannot collect any money.

I agree that the site of any lawsuit, and the law governing any such lawsuit, shall be governed under the Federal Tort Claims Act or the Military Claims Act, whichever is applicable. The terms of this agreement shall continue and be in effect after storage period has ended.

I hereby agree that if the U.S. Army, Army MWR or West Point MWR is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

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 Patron 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.

**I have read and understood this agreement.**

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
CO-OWNER SIGNATURE

\_\_\_\_\_  
CO-OWNER SIGNATURE

\_\_\_\_\_  
WEST POINT FAMILY & MWR REPRESENTATIVE

\_\_\_\_\_  
**Patron's initials**