

Contract Number or RecTrac Household#: _____

Dugway Proving Ground MWR Coyote Run Campground or RV Storage Lot Agreement

_____ **Date**

This agreement, made by and between Dugway Proving Ground Morale Welfare and Recreation (MWR) and

_____ **(Patron's Complete Name)**

Home Address _____

Home Telephone: _____

Cell: _____

Work Telephone: _____

Email: _____

Emergency Contact: _____

Telephone: _____

Place of work: _____

Supervisor's name and phone number _____

Active Duty Reserve **Retiree** Military Family Member DOD Civilian 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. A blank contract modification (Term Extension) agreement is attached.

NOTICE

Any property left on Army Dugway Proving Ground 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.

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**

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

Property Type: Automobile Boat Trailer Recreational Vehicle

Other: _____

Property Year: _____ Property Make: _____ Model: _____

Color: _____ Dimensions (Length/Height/Width) _____

Weight: _____ VIN _____

Property Registration Title No.: _____ State: _____

License Tag No.: _____ Animals: _____ *for Campground Only

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)

MWR Employee Name

Insurance Company: _____

Policy Number: _____ Policy ending date: _____ Initials Verifying Information: _____

Patron agrees to pay MWR the sum of \$_____ per _____ (*Designate: daily, 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.

Space No. Issued: _____

A. 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, 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.

B. AUTOMOBILE & RECREATIONAL VEHICLE STORAGE

1. 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.

2. Recreational vehicles must be parked in the assigned campsite/short term storage space. Parking in campsite/short term storage other than the site assigned will result 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.
3. In the event that the Patron stores the camper/recreational vehicle in an area also designated for camping, the total accumulated time of camping reservations and on-site storage cannot exceed one year at the campsite/storage site. Exceptions to this policy may be granted only with the written approval of the MWR Director.
4. *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 Director.

In the event that the Patron is deployed, on vacation, hospitalized or otherwise unable to personally fulfill the requirements of this Agreement, 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 Agreement.

D. RELEASE, INDEMNITY & HOLD HARMLESS

In consideration of being permitted to store the above-described property with MWR, the Patron hereby agrees that if the property is abandoned it may be disposed of in accordance with applicable regulations or local base procedures. The Patron agrees to pay all costs and fees associated with any action required by the MWR to remove the Patron's abandoned vessel or property. Abandonment is defined as a vessel left in the lot 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. The Patron further agrees that because of the convenience and other consideration. The Patron, all heirs, executors, and administrators, release and forever discharge the United States Army, 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 Patron further waives all rights and those of all heirs, executors, and administrators 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 Patron 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 Patron agrees to indemnify and hold harmless the United States, the Department of the Army, CNIC, and its military and civilian personnel from any liability in the leasing of storage, facilities and use of any storage, or facility equipment. It is also expressly understood that the Patron shall indemnify and hold harmless Dugway Proving Ground 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 Patron consents to collection for any amounts due from me to MWR, the United States Army, 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 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.

(Date)

(Patron/Owner)

(Date)

(Co-Owner)

(Date)

(Co-Owner)

(Date)

(MWR Representative)