



# MWR Deployment Lot Agreement

Naval Air Station Lemoore MWR Community Recreation  
 951 Hancock Avenue | NAS Lemoore, CA 93246  
 (559) 998-0850 | lemrc\_community\_recreation@us.navy.mil  
 navylifesw.com/lemore

Registered Space Number \_\_\_\_\_

PATRON INFORMATION					
PATRON NAME (FIRST NAME, LAST NAME):		RANK/RATE:	BRANCH:	CAG	COMMAND/UNIT:
MAILING ADDRESS (INCLUDE CITY, STATE, & ZIP CODE):					
CELL PHONE (INCLUDING AREA CODE):		EMAIL ADDRESS:			
EMERGENCY CONTACT					
NAME		CONTACT NUMBER		RELATIONSHIP TO PATRON	
VEHICLE INFORMATION					
YEAR	MAKE	MODEL	STATE	VEHICLE PLATE NUMBER	
VEHICLE OWNER OF RECORD					
VEHICLE IDENTIFICATION NUMBER (VIN)			REGISTRATION VALIDITY DATES		
INSURANCE NAME		INSURANCE POLICY NUMBER		INSURANCE VALIDITY DATES	

This agreement, made by and between Navy Morale Welfare and Recreation (MWR) and \_\_\_\_\_ (name) will commence on \_\_\_\_\_ (date) and will end upon registered patron's return from military deployment. Patrons are required to complete a new agreement for future military deployments and/or detachments. \_\_\_\_ Initial

Patron agrees to pay MWR the sum of \$25.00 for storage of the property listed above. Patrons are only permitted storage of their primary vehicles to include: cars, trucks, and motorcycles. Patrons requiring storage of recreation vehicles, trailers or boats may inquire about the MWR RV Storage Lot. \_\_\_\_ Initial

This agreement will remain in effect until terminated in-person or in writing by the registered owner. \_\_\_\_ Initial

Patron agrees that the property listed below is in operable condition and a valid copy of the vehicle's registration and insurance has been provide to the MWR Office. \_\_\_\_ Initial

Patron is the vehicle's owner of record or has a valid Special Power of Attorney in place for the above listed property. \_\_\_\_ Initial

Patron understands that MWR will, under no circumstances, take position of vehicle access control (i.e. remote, keys, etc.) \_\_\_\_ Initial

Patron agrees that no person, related or otherwise, will be granted access by MWR to registered personal property without express written consent. \_\_\_\_ Initial

Patron agrees that no person, related or otherwise, will be granted removal of registered personal property without a valid special power of attorney and written consent from the registered patron. \_\_\_\_ Initial

## 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 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 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. 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.
4. 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 in a new storage agreement.
5. 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.
6. 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 is 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.
7. 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.
8. 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.
9. MWR assumes no responsibility for any damages caused by a Patron's failure to properly winterize or secure their property against the elements.
10. All vehicles must have valid and up-to-date annual state inspection decals, stickers, or other applicable documentation.
11. Any additional property must be stored inside the automobile. No loose or ancillary equipment or property may be stored outside the vehicle.

## B. AUTOMOBILE 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. *No Repair Work.* No repair work shall be done to any automobile or recreational vehicle or any related equipment without the prior approval of designated MWR Manager (i.e. Community Recreation Management).
3. 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.

**C. 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 Storage Facility to remove the Patron's abandoned vehicle or property. Abandonment is defined as a vessel, vehicle or recreational vehicle left in Storage 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 of in accordance with 10 U.S.C. § 2575. The Patron further agrees that because of the convenience and other consideration, the Patron, all 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 said area. The Patron further waives all rights and those of all heirs, executors, and administrators under 10 U.S.C. 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 Navy, CNIC, and its military and civilian personnel from any liability in the leasing of storage facilities and use of any storage facility equipment. It is also expressly understood that the Patron shall indemnify and hold harmless Navy 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.

**D. VOLUNTARY WAGE DEDUCTION CONSENT AGREEMENT**

The Patron consents to collection for any amounts due from me to 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 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.**

_____	_____	_____
Patron/Owner Printed Name	Signature	Date
_____	_____	_____
MWR Representative Printed Name	Signature	Date

**----- TO BE COMPLETED UPON DEPLOYMENT RETURN -----**

By signing below, I agree that I, the registered patron, am terminating this agreement and have satisfactorily reclaimed possession of the registered personal property listed herein.

_____	_____	_____
Patron/Owner Printed Name	Signature	Date
_____	_____	_____
MWR Representative Printed Name	Signature	Date

