

NAS OCEANA MORALE, WELFARE & RECREATION STORAGE LOTS INFORMATIONAL CUSTOMER AGREEMENT



A. GENERAL TERMS AND CONDITIONS

1. The Patron is required to keep all information provided 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 the 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 the 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. The 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 of 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 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 damage caused by 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 reservations; 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 Manager (i.e. marina manager or auto skills manager).

C. BOAT STORAGE

1. Slip/Mooring:
 - a. MWR mooring may be provided at below market rates as available. In consideration for any such savings, the Patron expressly and knowingly agrees to defend and hold harmless from any liability whatsoever, direct or indirect, the United States, Department of the Navy, its military and civilian personnel, as well as Navy Morale, Welfare and Recreation Division, the installation's MWR activity, MWR Marina, and its personnel, for any negligent act or omission whatsoever with respect to mooring that results in personal injury or property damage whatsoever, including damage to the vessel and its engines, equipment, appurtenances, and personal property.
 - b. The Patron is responsible for providing and utilizing all necessary mooring chains, mooring lines, and all other equipage to properly secure vessels. Since mooring chains suffer from seawater corrosion and mooring lines weaken over time, the Patron is required to conduct periodic inspections to ensure safe mooring. In the event that any mooring chains, lines or equipage is provided by the MWR Marina, the Patron may utilize such wholly at the Patron's own risk. Further, the Patron is required to report any significant corrosion, significant wear, degradation, or damage to any such equipage, or any sign of potential failure to MWR staff.
 - c. Underwater anchors for mooring systems have been known to move out of position under the pressure of tidal surges caused by inclement weather, especially when moored vessels tie up with mooring lines that are of insufficient length to account for tidal surges. Therefore, anchors may not serve as adequate assurance against movement of a vessel, which could result in damages to vessels, equipment, personal property or persons. MWR shall not be responsible for any such damages, and the Patron will maintain adequate insurance in the event of damages caused by mooring failures.
2. Haul-out/launching. MWR haul out, storage, and launching service may be provided at below market rates as available. In consideration for any such savings, the Patron expressly and knowingly agrees to defend and hold harmless from any liability whatsoever, direct or indirect, the United States, Department of the Navy, its military and civilian personnel, as well as Navy Morale, Welfare and Recreation Division, the installation's MWR activity, MWR Marina, and its personnel, for any negligent act or omission whatsoever, including damage to the vessel and its engines, equipment, appurtenances, and personal property.
3. Seaworthiness/Insurance. The Patron warrants that the subject vessel is and shall be maintained in a seaworthy condition and in full compliance with all governmental and regulatory requirements. Within one year of the anniversary date of this agreement, and annually thereafter, the Patron shall prove by sea trial conducted under the observation of MWR the continuing seaworthiness and safety compliance of the vessel. The Patron further warrants that the vessel is covered by customary marine hull and machinery insurance and minimum personal injury and physical damage liability coverage of \$100,000/\$300,000/\$500,000 during the course of the lease.
4. Removal-Destructive Weather. Although MWR maintains the authority to order the removal of any/all vessels, vessels maintained at the MWR Marina are not generally required to be removed in the event of a hurricane or other destructive weather. Patrons are required to install additional lines and/or ground tackle in preparation for a hurricane or other destructive weather. Whether or not additional lines and/or ground tackle are installed, the Patron recognizes that MWR Marina is not adequately protected during a hurricane or other natural disaster and accepts all liability for damages to the vessel and to other vessels and property caused, either directly or indirectly, by the Patrons failure to timely remove vessel from the Marina. The Patron may exercise the right to remove the vessel even if not ordered to do so, subject to any restrictions or prohibitions on movement, travel, or transportation of property issued by order of emergency authorities including but not limited to Federal Emergency Management authority (FEMA), state or local authority, or the Military Installation Commander.
5. Abandoned Vessels. The Patron agrees to pay all costs and fees associated with any action required by the MWR Marina to remove the Patron's abandoned vessel or property. Abandonment is deemed to have occurred when payment is ninety (90) days past due or property remains on the site beyond the storage term set forth in the agreement. Property considered abandoned may be disposed of in accordance with 10 U.S.C. 2575.
6. No Bailment. The Patron understands that MWR Marina is open to the sea. MWR cannot and does not warrant control access from the sea. This agreement does not constitute a bailment; nothing in this agreement shall constitute MWR accepting care custody and control of the vessel.
7. Marina Electrical Equipment. Marina electrical equipment is maintained and checked for proper operation. All power cords must be manufactured marine power cords of the appropriate size. Improperly installed adapters, corrosion on plugs, improperly attached cords, and unapproved cords can cause fire or electrocution. The Patron is responsible for checking and maintaining power cords to prevent fire or electrocution. The MWR Marina is not responsible for damage to the boat's electrical equipment. The MWR Marina maintains the pedestal and electrical service to the outlet. The Patron is responsible for operation and maintenance of electrical cords and equipment beyond the outlet.
8. No Repair Work. No repair work shall be done to any boat or any related equipment without prior approval of the marina manager.

9. MWR Marina Rules and Regulations. The Patron further agrees to strictly follow the terms and conditions of this agreement and the rules and regulations of the MWR Marina, which are incorporated by reference as though fully set forth herein (a copy of which is available for reviews in the Marina office). 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 the MWR Marina. 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 Marina to remove the Patron's abandoned vessel or property. Abandonment is defined as a vessel left in the Marina 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 discharge the United States Navy, 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 under 10 U.S.C. 2572 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. The 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 Navy, CNIC, and its military and civilian personnel from any liability in the leasing of storage, marina, mooring facilities and use if any storage, marina or mooring 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 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 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.