

# POV RESALE LOT AGREEMENT FORM

## DATA REQUIRED BY THE PRIVACY ACT OF 1974

**AUTHORITY:** 10 USC 3013; 26 USC 6041; AR 215-1, Morale, Welfare, and Recreation Activities and Non-appropriated Fund Instrumentalities; DoD Directive 1015.2, Military Morale, Welfare, and Recreation; DoD Instruction 1015.10, Program for Military Morale, Welfare, and Recreation; E.O. 9397

**PRINCIPLE PURPOSE:** The information provided is solely for identification and determining eligibility of the customer applying for resale lot space, fee collection, and administrating the storage lot.

**ROUTINE USE:** This form is to identify authorized users to Family and Morale, Welfare and Recreation and Law Enforcement Personnel. This information will not be given out to any other person or organization.

**VOLUNTARY DISCLOSURE:** Information is voluntary; however, if you desire to use the FMWR Resale Lot, it is mandatory.

Customer Name (Last, First, MI): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Service Branch: \_\_\_\_\_ Unit/Organization: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Spouse/Alternate Point of Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### Vehicle Description

Boat  5<sup>th</sup> Wheel Trailer  RV Motor Home  Travel Trailer  Pop-Up Camper  Personal Watercraft

Utility Trailer  Enclosed Cargo Trailer

Length of Vehicle (in feet): \_\_\_\_\_. The length of the vehicle is measured from extreme tip-to-tip. For example: boats on trailers will be measured from the tip of the trailer hitch tongue to the extreme tip of the boat's motor.

Vehicle Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

License No: \_\_\_\_\_ License State: \_\_\_\_\_ License Exp. Date: \_\_\_\_\_

This Rental Agreement is entered into on \_\_\_\_\_, is by and between the Lessee (customer) and the Directorate of Family and Morale, Welfare and Recreation, (hereinafter referred to as FMWR).

1. \_\_\_\_\_ PERMIT: Each permit is valid for 30 days from the date of issue. The permit must be displayed on the vehicle while in the resale lot at all times.

2. \_\_\_\_\_ RENEWAL: Customer is responsible to renew their permit each month and pay the designated fee on or before the expiration date. Failure to renew before the expiration date will result in a \$20.00 late fee. In the event the customer fails to update their permit and/or fails to remit the designated fee after FMWR has made reasonable and proper notification, use of the space will be withdrawn.

3. \_\_\_\_\_ PAYMENTS: Customer will be required to pay for a full month in advance before the vehicle can be placed in the resale lot. The first month is a set cost for all vehicles. Additional months will be charged based on the length of your vehicle. Please refer to the current pricing table that can be provided to you by FMWR.

4. \_\_\_\_\_ WITHDRAWN SPACE: If a POV is left in a space that has been withdrawn it may be turned over to the Military Police as abandoned. At that time the owners will be subject to Garrison regulations and procedures to include impound of abandoned privately owned vehicles.

5. \_\_\_\_\_ AUTHORIZED VEHICLES: Only the vehicle listed in this agreement is authorized to be stored in the lot and must meet the following requirements:

- Vehicles must be immediately transportable, towed, or driven on wheels. Boats must be on trailers that fit the above transport criteria.

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- Properly insured for damages, destruction, vandalism, and loss due to theft if required by state law. Failure to maintain personal insurance to cover these risks constitutes a 'Self-Insurer.' (The military will not process any claims for incidents on vehicles in storage lots. If such incidents occur, lessee is to notify the installation police)

6. \_\_\_\_\_ACCEPTABLE LEVEL OF APPEARANCE: Customer will maintain the area around their vehicle. If the minimum acceptable level of appearance is not met, owner will be notified and must take action to rectify any/all infractions as soon as possible. If owner fails to make the correction(s) within the prescribed amount of time, then FMWR staff will make the corrections and customer will incur cost of materials and/or labor.

- No ripped/torn tarps
- No flat tires
- No trash/debris in space around vehicle
- No loose items on the ground around the vehicle
- All items should have at least one wheel chocked to prevent the item from rolling forward and/or backward

7. \_\_\_\_\_CHANGE OF CONTACT INFORMATION: It is the customer responsibility to contact the FMWR office if their contact information changes.

I certify and acknowledge that I have read, understand, and will comply with the above stated Fort Leavenworth DFMWR resale lot policies.

Customer Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

### RELEASE AND HOLD HARMLESS AGREEMENT

1. \_\_\_\_\_This release serves as an inducement to the FMWR to allow the undersigned to use the Resale Lot. The undersigned also agrees to indemnify and hold harmless FMWR and the United States of America from all costs, claims, and liabilities of any kind stemming from this lease contract.

2. \_\_\_\_\_The owner acknowledges that the United States Army does not take custody and control of personal property in the Fort Leavenworth Resale Lot. Storage/display of property does not create bailment or duty of care under the Military Claims Act or the Federal Tort Claims Act.

3. \_\_\_\_\_The Personal Claims Act does not apply to recreational vehicles, boats, trailers, or other property stored/displayed on Family and MWR lots. The owner understands that it is their responsibility to maintain insurance to protect against risk of potential loss. The owner understands that any and all claims for loss or damage due to negligence on the part of Fort Leavenworth, Family and MWR, or its agents are covered under Risk Management Program and that all claims of loss or damage must be filed with the Staff Judge Advocate Office.

4. \_\_\_\_\_This contract contains the sole agreement between the parties hereto. The undersigned attests to the fact that they have read this agreement, the SOP, and completed the registration form and by electing to use this facility agree to comply with all provisions. It is understood by the undersigned that use of this facility is at the discretion of the Director of FMWR and the Director will exercises that discretion and use their judgment as to the best interests of the installation in fulfilling its mission at all times, and that this agreement is subjected to said judgment. I have read and understand the above statement.

Customer will Initial Paragraphs 1-4 showing they have read and agrees thereto. Items will not be accepted for storage unless Customer agrees to the RELEASE AND HOLD HARMLESS AGREEMENT."

Customer Printed Name \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

### STAFF USE ONLY

Insurance Provided: Yes or No: Reason \_\_\_\_\_