Outdoor Recreation RV Storage

Rental Agreement Contract

Holloman AFB, New Mexico

 Lessee does hereby rent RV storage unit from Holloman AFB Outdoor Recreation for the purpose of storing recreational vehicles from the dates as indicated on the current receipt. The fees are as follows and are subject to change without notice:

 $10/Month—20’ Back-in

 $20/Month—30’ Back-in

 $30/Month—All Pull-through

 Pay for 1 month, 6 months or 1 year at a time.

 \*For every 6 months paid, 1 month is dropped off of the charge\*

 (Instead of $60/6 months in 20’ back-in it would be $50/6 months)

Use of the premises and compliance with the law:

 Lessee shall not store on the premises personal property in or to which any other person has any right, title or interest. It is understood and agreed that the lessee may store only property authorized by HAFB instruction 34-1 and 49 SVS/SVRO instruction 34-12. It is understood and agreed that:

1. Lessee will not use the RV storage lot for any unlawful purpose, and will keep the facility in good condition.
2. That he/she will not store corrosive, contaminates, pollutants, explosives, or highly flammable material goods at the facility.
3. That the lessee shall not use the facility in any manner that will constitute waste, nuisance, or unreasonable annoyance to other tenants in the project.

Insurance:

1. Lessee, at lessee’s sole expense is responsible to maintain on all property, in or about the facility, a policy of fire and extended coverage insurance, with theft, vandalism and malicious mischief endorsement, to the extent of at least 100% of full replacement value of such property.
Initials: \_\_\_\_\_\_\_\_\_
2. To the extent that the lessee does not maintain insurance as described above, lessee shall be deemed to have “self insurance” and provided further that, in lieu of such insurance, lessee may, in lessee sole discretion, elect to “self insure” totally (i.e. not insure with any duly licensed insurance company). To the extent lessee “self insures” as described above, lessee shall bear the risk of loss or damage, which could have been covered under aforementioned extend coverage policy.
Initials: \_\_\_\_\_\_\_\_\_
3. Holloman Outdoor Recreation hereby releases itself and its agents, authorized representatives, and employees from any and all claims for damages or loss to the personal property in, on or about the facility that are caused by or results from risk which are or would be insured against or under the extended coverage insurance policy described above, and hereby waived any and all rights to recover against lessor’s agents in connection with any damage which is or would be covered by any such policy.
Initials: \_\_\_\_\_\_\_\_\_
4. While certain information may be made available to lessee with respect to insurance, Holloman Outdoor Recreation and its agent, not insurers, are not affiliated with any insurance company, do not act as any insurance company’s agent, broker, or solicitor and do not assist in the explanation of coverage or in the making of claims under any insurance policy.
Initials: \_\_\_\_\_\_\_\_\_

Lessee Agrees:

1. That he will, at his own expense, provide his own lock and insurance.
2. That Holloman Outdoor Recreation will not be liable for any loss or damages done to any property therein. The lessee also agrees to hold the lessor harmless and indemnify him for costs, fees, attorney fees, and expenses against any damages, accidents and injuries to persons caused by or pertaining to, or upon, the property during the term of this agreement, or while the lessee is occupying the property.

 In case of emergency, lessor shall have the right to enter the RV storage lot for inspection or repairs, and if deemed necessary, may remove any and all contents of one or all storage unit spaces.

 **Refund Policy:** No refund or prorating of any installment paid by lessee will be returned to the lessee because lessee vacates the premises prior to the expiration of the lease unless the following terms are met: Lessee wishing to terminate storage must coordinate with lessor to clear storage unit. The vehicle ID sticker and key issued must be returned to the lessor in order to clear financial accounts, and terminate the contract. If the RV is removed less than a full month for which lessee has prepaid, the lessee will receive $5, if RV is removed before the beginning of the month that has been prepaid, the lessee will receive a refund of $10.

 **Limitation of Lessor’s Liability:** Immediate: lessor and lessor’s agents shall not be liable to lessee for any damages or loss to any person, lessee, or any property stored in or about the premises or the project, arising from any cause whatsoever. Including but not limited to, theft, fire, mysterious disappearance, rodents, weather conditions, omissions or negligence of lessor or lessor’s agents. The lessor or lessor’s agents, as the case may be, except as otherwise provided herein, is liable to lessee for damages or loss to lessee or lessor’s property resulting from lessor’s fraud, willful injury, or willful violation of law.

 **Alteration:** Lessee shall not make or allow any kind or alteration whatsoever to the premises without, in each instance, the prior written consent of the lessor.

 **Right to enter, inspect and repair premises:** Lessee shall grant lessor’s agents or the representatives of any government authority, including police and fire officials, access to premises upon (3) days prior written notice to lessee. In the event lessee shall not grant access to the premises as required, or in the event of an emergency, or upon default of any lessee’s obligations under this lease, lessor, lessor’s agents or the representatives of any government authority shall have the right to remove lessee’s lock and enter the premises for the purpose of making repairs or alterations to the premises and taking such other action as may be necessary or appropriate to preserve the premise, or to comply with applicable law, or enforce any of lessor’s rights.

 **No Warranties:** Lessor hereby disclaims any implied or expressed warranties, guarantees or representations of the nature, condition, safety or security of the premises and the project and lessee hereby acknowledges, as provided in paragraph 1 above, that lessee has inspected the premised and hereby acknowledges and agrees that lessor does not represent or guarantee the safety or security of the premises or of any property stored therein. This lease sets forth the entire agreement of the parties with respects to the subjects matter hereof and supersedes all prior agreements or understandings with respect thereto.

 **Termination:** This lease shall be terminated at the expiration of any term of this lease by the party desiring to terminate this lease giving written notice by official mail to the other party or such parties or intentions to terminate not less than (7) says before expiration of the term. Further, this lease may, at the option of the lessor, be terminated upon any default by lessee under the terms of this lease or the abandonment of the premises by lessee, or by lessor’s acceptance of lessee’s oral offer to terminate given no less than (2) days before the proposed date of termination.

 **Condition of premises upon termination:** Upon termination of this lease, lessee shall remove all lessee’s personal property from the premises and shall immediately deliver possession of the premises to the lessor in the same condition as delivered to the lessee on commencement date of this lease, reasonable wear and tear expected.

 **Notices:** Except as otherwise expressly provided in this lease, any written notices or demands required or permitted to be given under the terms of this lease may be personally served or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party, so to be served at the address of such party provided for in this lease. Service of any such notice or demand shall be deemed complete on the state delivered, if personally delivered, or if mailed, shall be deemed complete on date of deposit in the United States mail, with postage thereof fully prepaid and addressed in accordance with provisions hereof.

 **Assignment:** Lessee shall not substitute equipment, assign or sublease the premises or any portion thereof without, in each instance, the prior written consent lessor.

 **Succession:** All of the provisions of the lease shall apply to, bind, and be obligatory upon the heirs, executor, administrators, representatives, successors and assigns of the parties hereto. If a lessee is delinquent in payment, military pay order action will be initiated, and action may be taken to revoke storage privileges and remove vehicle. The lessee remains responsible for all late and past due payment, regardless if the lessee was notified by the lessor.

 **Construction:** Whenever possible, each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this lease shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this lease.

 **Rules and Regulations:** The rental fees, rules and regulation provided in HAFB instructions 30-4, 49th SVS/SVRO instruction and the Outdoor Recreation RV lot brochure are made [art of this lease and lessee shall comply at all times with cleanliness of the premises, project and all common areas, or any such amendments or additions in a conspicuous place at the project, they shall become a part of this lease.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand and accept the terms of this lease.

 (Please Print Name)

Customer’s signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ODR Staff signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Outdoor Recreation RV Storage

Rental Agreement Contract

Holloman AFB, New Mexico

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement is made between Holloman AFB Outdoor Recreation RV Storage Facility and the Lessee as follows:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 4-Digit Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Last, First, MI)

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Duty Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 **RV Storage Vehicle Information**:

RV Lot #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Description of Vehicle: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Permit #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Issued By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ License Plate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_