

UTAH NATIONAL GUARD MORALE, WELFARE, AND RECREATION
RECREATION VEHICLE PARKING LEASE AGREEMENT

THIS AGREEMENT is made between Utah National Guard Morale, Welfare, and Recreation (UTNG MWR), its successors and assigns, (Lessor) and the undersigned recreation vehicle owner (Lessee).

In view of the mutual promises and covenants contained herein, the parties agree as follows:

1. GRANT: Lessor grants to Lessee the right to lease assigned parking space for recreation vehicles, subject to the terms and conditions of this agreement. Lessee will not move or relocate to any other parking space without approval of the Lessor.

2. TERM: The term of this lease is one year. By mutual agreement, through an annual review of the signed contract, it may be extended annually until modified or terminated as provided herein. All lease agreements will start on the 1st October and end on the 30th of September. If the lessee begins the contract on a date other than the 1st of October (due to a space becoming available mid-year), the contract will be prorated for the first year.

3. RENT: All rent will be payable one year in advance and will not be subject to offset. Any installment of rent will be paid prior to or on the due date. (1) day after the same has become due and payable (whether or not demand shall have been made therefore) will be subject to loss of space, space will be released to the next customer. Any Returned Checks or Credit Cards will result in a \$50 Fee, plus late fees of \$25. Lessee will have until the 30th of September (or other agreed upon date in the case of a midyear rental) to pay the annual fee or the space will be released to the next customer. After the due date, the lessee is considered in non-compliance with the agreement and will be released to the next person on the waiting list. Contracts will not be accepted without payment and vice versa. If an impound occurs, it will be at the owner's expense and responsibility. Rental of RV parking will be on a First Come, First Served basis for all military and Utah State employees. All rental payments will be made to the Lessor at UTNG-MWR, 17800 Redwood Road, Building 6220, Bluffdale, UT 84065.

4. USE OF SPACE: **This agreement is for the use of recreation vehicle storage space only.** Flat beds are permitted only if flatbed is used for recreation vehicles. Under no circumstances will Lessee, or any other person, reside in a recreational vehicle on Camp premises. Such space will be used at the sole risk of Lessee. Lessor will not be liable or responsible for the care or protection of vehicles, including gear, equipment or contents thereof, nor for any loss or damage including any rodent issues. Lessor makes no warranty of any kind, nor shall Lessor be responsible for any injuries to persons or property for any other reason whether or not herein specifically stated.

5. MAINTENANCE: Lessee will not permit any maintenance on the vehicle while on Camp premises. Stored vehicles will be maintained in a safe manner and will meet Lessor's standards in appearance and maintenance, including flat tires, broken windows, etc..

6. RIGHT TO ENTER OR MOVE: Lessor and the Utah National Guard shall have the right to enter and/or move Lessee's vehicle in case of an emergency.

7. PARKING REQUIREMENTS:

- a. Lessor may establish, revise and amend certain requirements for use of a parking space. Under extenuating circumstances, lessee may be asked to move the RV to an alternate location. Lessee agrees to comply with these necessary relocations no later than 2 weeks after written notification to the email address on file.
- b. Lessee agrees to comply with all laws, rules and regulations established by the United States, the State of Utah and their various agencies, particularly the Department of Defense, relating to the use of Camp and its environment. All vehicles must be currently licensed with the Utah State Department of Motor Vehicles and the appropriate sticker affixed to the vehicle.
- c. Lessee agrees to remove from the parking space, and the area immediately surrounding the space, all debris, litter or other material, which emanated from Lessee's vehicle or resulted from any act or negligence of lessee, his agents, servants, employees, guests, family or licensees. Any debris left and/or any clean up needed Lessee will be fined \$250 for clean-up and the lessee will be asked to vacate the rental space.
- d. Lessee understands that Camp is a military installation and therefore access to the vehicle may be restricted at any time.

8. RELEASE: Lessee does hereby release and forever discharge Lessor, and the Utah National Guard, from all present or future claims, demands, contracts, and liabilities, including statutory liabilities, if any may arise out of any act or omission by any third party, including, but not limited to, vehicle owners, their guests, family members, trespassers, etc.

9. INDEMNIFICATION OF LESSOR; INSURANCE:

- a. Lessee agrees to hold Lessor and the Utah National Guard harmless and indemnify Lessor, and the Utah National Guard for all loss, damage or liability of any kind, or claimed by reason of any act or failure to act on the part of lessee, his agents, employees, guests, family or licensees.
- b. Lessee will carry insurance of a type to adequately cover such liability as might arise from any of the acts, events or instances described in this paragraph, or in any other paragraph hereof ascribing a duty or obligation to Lessee, and will ensure any vehicle brought to Camp as may be required by federal regulation and/or the State of Utah.

10. NON ASSIGNABILITY: This agreement and Lessee's rights **hereunder may not be assigned or sublet** without the prior written approval of the Lessor. Should the Lessee sell or lease any interest in his vehicle or part with the possession of his vehicle, a new owner shall have no right to the parking space occupied by the vehicle. Any sale or parting of possession of vehicle by Lessee will not relieve Lessee of his duties and obligations hereunder.

11. VEHICLE LIEN: Lessee agrees that the amounts to be paid hereunder will constitute a lien on the vehicles as may be allowed by law.

12. TERMINATION: This agreement will terminate upon the expiration of its term or may be terminated by either party by giving the other party thirty (30) days prior written notice or as provided in the next paragraph. **30 Day written notice is required for Lessee to vacate lot, space rental fee will continue until written notice is confirmed by Lessor. Lessee will be responsible for any rental fees until written notice is confirmed by the Lessor.**

13. DEFAULT: In the event of any default by Lessee, the Lessor, in addition to any other rights or remedies provided by law, will have the following rights:

a. Lessor will have the right to cancel this agreement as well as all of the right, title and interest of the lessee hereunder by giving the Lessee not less than the seven (7) days written notice of cancellation.

b. The Lessor may enter and remove Lessee's vehicle and have said vehicle stored in a public warehouse or other place selected by the Lessor. Lessee agrees to pay, or reimburse Lessor for all expenses of removal, transportation and storage. Lessor will not be liable for any damage to Lessee's vehicle nor any of its contents arising of the exercise of its rights hereunder.

c. Lessor will be entitled to an award for damages for any damage which Lessor may incur as a result of Lessee's breach.

14. MISCELLANEOUS:

a. All demands and notices to be given hereunder, if any, will be personally delivered or sent by certified or registered mail addressed to the respective parties at their postal addresses as of the date of this agreement or to such other addresses as each may hereafter designate in writing.

b. Except as otherwise provided herein, this agreement will be binding upon and ensure to the benefit of the respective parties hereto, their legal representatives, successors and assigns, to the extent such succession or assignment is permitted or conducted in accordance with the terms of this agreement.

c. This agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior written agreements or understandings. This agreement may not be altered or amended except by subsequent written agreement executed by all of the parties hereto.

d. In the event any action is initiated by Lessor to enforce the provisions of this agreement, the Lessor will be entitled to recover their costs of suit, including a reasonable attorney's fee.

e. The failure of any party to enforce the provisions of this agreement will not constitute a waiver unless specifically stated in writing, signed by the party whose rights are deemed waived, regardless of a party's knowledge of a breach hereunder.

f. The terms of this agreement will be governed by and construed in accordance with Utah law.

g. The invalidity or unenforceability of any provision hereof will not affect or impair any other provision hereto.

h. Paragraph headings in the agreement are for convenience only and will not be deemed to modify, interpret or limit the provision thereof.

i. The obligation to make payment as provided herein will be made in Salt Lake County, State of Utah.

j. Time is of the essence of this agreement.

k. It is expressly understood and agreed between the parties hereto that there are no warranties, representations, covenants, or agreements between the parties hereto except as specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument:

LESSOR:

Representative, Utah National Guard Morale, Welfare, and Recreation

LESSEE:

Lessee agrees to the details of this contract by filling out the online Google form.