



# MWR POV RESALE LOT

## Registration Information

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

30 Days

Expiration Date \_\_\_\_\_

Late fees may apply after expiration date.

### REGISTRATION AND REGULATIONS

Name \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_

Home Phone \_\_\_\_\_

Duty Address \_\_\_\_\_

\_\_\_\_\_

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

#### Staff Verification:

Proof of ownership \_\_\_\_\_/Verification of no moving violations \_\_\_\_\_  
(Title in your name or power of attorney)

State Vehicle Registration # \_\_\_\_\_

Vehicle License # \_\_\_\_\_

Employee Signature \_\_\_\_\_

#### DATA REQUIRED BY THE PRIVACY ACT OF 1974

1. PRINCIPLE PURPOSE: Identification of owner.
2. ROUTINE USERS: Contact Individual concerning vehicle parked at the MWR Resale lot.
3. DISCLOSURE: Voluntary - vehicle cannot be placed at the MWR POV Resale Lot if data is not provided.

Make \_\_\_\_\_

Model \_\_\_\_\_

Year \_\_\_\_\_ Color \_\_\_\_\_

VIN number \_\_\_\_\_

Proof of Insurance  
(Insurance Company & Policy #) \_\_\_\_\_

Expiration (Month/Year) \_\_\_\_\_ State \_\_\_\_\_

Affiliation (DoD/AD/Retiree) \_\_\_\_\_

Date \_\_\_\_\_

#### GENERAL RELEASE, INDEMNITY, HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE:

In consideration for being granted the privilege of placing a vehicle for sale on the Fort Buchanan, Family and Morale, Welfare and Recreation (FMWR) Privately Owned Vehicle (POV) Resale Lot.

I, \_\_\_\_\_, the legal owner of the vehicle described above, do hereby forever release, quit, discharge, indemnify and agree to hold harmless the United States Government, the U.S. Army, Fort Buchanan, DFMWR, their officers, personnel, employees and agents from any and all cause and causes of action including personal injury, illness, death, property damage, cost charges claims, demands and liabilities of whatever kind, name or nature in any manner. Personal injury or liabilities which may be sustained or arising out of or by reason of the use of, participation in, or involvement with the FMWR POV Resale Lot, including my action and the actions, inactions or negligence of others, including the entities named above. I also further agree to Indemnify the DFMWR for any and all costs, charges, claims and liabilities which may arise from improper or negligent use of, participation in, or involvement with the FMWR POV Resale Lot. I agree to Indemnify the United States Government, the U.S. Army, Fort Buchanan, DFMWR, their officers, personnel, employees and agents any and all costs, charges, claims and liabilities which may arise from the removal of my vehicle off-post as described in paragraphs 8 and 13 below.

Moreover, on behalf of myself and my heirs, I hereby agree not to initiate suit or any form of litigation or judicial proceeding or to make any claim or claims of any type against the U.S. Government, the U.S. Army, Fort Buchanan, the Ft Buchanan DFMWR, their officers, personnel, employees and agents to include, but not limited to death, personal injury, medical claims and/or property damage, directly or indirectly resulting to or rising out from the use of the MWR POV Resale Lot pursuant to a valid agreement

**This agreement is intended to cover all damages of every type, kind and nature, suffered from any cause whatsoever directly or indirectly connected to arising out or by reason of the use of the MWR POV Resale Lot pursuant to a valid agreement. Furthermore, I agree to reimburse the U.S. Army, Ft. Buchanan or the Ft. Buchanan DFMR, as required, for any costs, debts, claims and/or liabilities predicated upon the loss of, damage of, contamination, pollution or destruction of any property owned by the U.S. Army, Ft. Buchanan, or Ft. Buchanan DFMR which occurs from my improper or negligent use of, or involvement with DFMR's facilities, equipment or services.**

**I have read the POV Resale Lot Policy and understand the requirements and responsibilities.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**FMWR Resale Lot Rules and Requirements:**

- 1.** If you sell your POV prior to date of expiration you must inform us at: (787)707-3972.
- 2.** Only authorized ID card holders will be able to use the POV Resale Lot. All active duty members and retirees of the United States Armed Forces and their Family Members with a valid ID card. Currently employed and retired APF, NAF and DOD and Coast Guard civilians with a valid ID card. DoD contract civilians with valid ID card working full time on Fort Buchanan All users must present a valid ID card.
- 3.** Vehicles must be operationally and capable of passing inspection. Current vehicle registration and insurances card must be present at the time of sign up. The vehicle registration and insurance must remain current throughout the time the vehicle remains on the lot. In addition, the vehicle should not have any outstanding traffic fines/citations.
- 4.** Patrons interested in using the POV Resale Lot, should bring all the paperwork require at the time of sign up. Spaces will be allocated first-come, first served basis. No reservations allowed.
- 5.** The issued pass must be prominently displayed on the dashboard of the vehicle AND the registration should be placed on the driver's side window. Renewals must be made prior to the end of the permit expiration period.
- 6.** No refunds will be given for vehicles sold before the permit expiration date; one permit authorized per vehicle, not transferable. The use of the lot is for private vehicle sales only. No commercial sales are allowed. The resale lot will not be used for long term storage of vehicles.
- 7.** If for any reason the owner of the vehicle is not available, a power of an attorney will be required for any transaction.
- 8.** Vehicles with an expired permit or no permit (abandoned property) will be removed at the owners' expense to the impound lot or an off-post site to be determined by ASC. The ASC will inform patrons via a telephone call and e-mail when their rental agreement has expired. A patron will have one week after notification to make payment and/or remove their POV.
- 9.** Spaces are numbered and assigned individually, park in assigned space. If someone has parked in your assigned space, please park in an unnumbered spot adjacent to one of the numbered rows and notify the Automotive Skill Center.
- 10.** The Buchanan family and DFVWR are not liable for any damage or any loss for any reason (including natural disasters such as hurricanes, earthquake, tsunamis) to any vehicle located on the Resale Lot.
- 11.** The owner is responsible to ensure all property is removed from the vehicle and that the vehicle is properly secured. The POV owner is ultimately responsible for all transactions between himself/herself and the buyer.
- 12.** Vehicles are authorized to remain in the POV Resale Lot for a period not to exceed twelve weeks.
- 13.** Violations of the user policy will result in termination of the permit. ASC reserves the right to tow the vehicle at the owner's expense to the Directorate of Emergency Services (DES) impound lot. DES will dispose of the vehicle by releasing it to any lien holder, or by processing it as abandoned property.
- 14.** Neither the U.S. ARMY nor Automotive Skill Center is responsible for any loss or damage to vehicles or possessions as a result of having one's vehicle parked on the POV Resale Lot.