



# COQUILLE INDIAN HOUSING AUTHORITY



## RESIDENT STORAGE LOT POLICY

### PURPOSE

The purpose of the Resident Storage Lot facility is to accommodate the storage of trailers, camp trailers, motor homes, recreational vehicles, fifth-wheels, boats, pick-up camper shells, and similar large mobile or portable items owned by CIHA rental and homeownership program participants for which other permitted or acceptable parking alternatives are not available.

### ELIGIBILITY

All CIHA rental and homeownership program participants residing on Tribal Lands are eligible to use the Resident Storage Lot. Because space is limited, preference for storage lot use will be based upon a household's ability to access other acceptable, affordable storage solutions. Usage will be limited to one space per eligible household.

### FEES

There is no fee for use of the Resident Storage Lot. However, users will be charged for the repair of any damage to the facility caused by their use at the hourly Repair Labor Rate shown on CIHA's Fee Schedule, plus material costs, or for the actual cost of contracted repairs. Damage repair may be performed by CIHA personnel or contracted at CIHA's discretion. A daily storage fee will be charged for holdover upon termination which will be calculated based upon the prevailing shortest-term rate charged by local commercial storage facilities. Charges shall be due and payable in accordance with the user's rental or homeownership agreement and other applicable CIHA policy.

### ACCESS

The lot may be accessed 24 hours a day by use of an electronic keypad and gate system. Users will be issued a personal identification code to open and close the security gate. Users are responsible for safeguarding their assigned personal identification code. Any use of a personal identification code shall be deemed use and entry by the assigned user. Use of the system may be monitored by CIHA personnel.

Users shall ensure that the lot is secured and that the gate is fully closed upon exit. Any damage to the facility or any security system malfunction shall be reported promptly to CIHA if the incident occurs during normal business hours or to the Tribal Police after normal business hours.

The assistance of an adult spotter is required for all backing maneuvers. Assistance with parking and retrieval by CIHA personnel may be requested during normal business hours and will be granted on a case by case basis as work scheduling permits at no cost.

**COQUILLE INDIAN HOUSING AUTHORITY**  
**RESIDENT STORAGE LOT POLICY**

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Children aged twelve and under and pets may be present within a motor vehicle while it is being used for parking or retrieval but are not otherwise permitted in the storage lot area.

**USE OF PREMISES AND COMPLIANCE WITH LAW**

All stored equipment must be clearly identified in a written agreement for storage executed between CIHA and the user. Proof of ownership or lien holder information and proof of insurance are required. User shall maintain all required equipment registrations, licenses, or certifications and take other actions necessary to ensure compliance with applicable law during the term of use.

Equipment shall be stored only within the user's assigned space. A user may not assign or sublet their designated space. Unauthorized equipment will be towed or removed at owner's expense.

All equipment stored shall be in good operating condition at all times. CIHA may inspect the condition of items stored and require remedial action or removal of stored items at its discretion. Mechanical work may not be performed in the storage lot without the express written consent or by the direction of CIHA.

User shall not store any improperly packaged food or perishable goods, alcoholic beverages, controlled or illegal substances, flammable materials, materials subject to spontaneous combustion, explosives, or other inherently dangerous materials within the storage facility; gasoline, motor oil, and other lubricants that are normally stored or reserved in an engine excepted.

Trash disposal and dumping facilities are not provided. User is responsible for waste removal and disposal and shall take all proper precautions to prevent fluid leaks. All black water and gray water tanks shall be emptied prior to storage and shall remain empty during the term of storage. User shall be responsible for all costs related to clean up of spilled fluids.

No alcohol may be consumed on the premises. The possession or use of illegal drugs is prohibited. Violations will be handled in accordance with the user's rental or homeownership agreement and other applicable CIHA policy.

Occupancy of equipment while stored on the premises is not permitted.

**SECURITY OF PROPERTY**

CIHA disclaims any implied or expressed warranties, guarantees, or representations of the nature, condition, safety, or security of the premises and the facility. User bears sole responsibility for securing stored items against damage or theft. Portable personal property or loose equipment should be removed to prevent loss by theft and to prevent wind loss or damage. User shall

**COQUILLE INDIAN HOUSING AUTHORITY**  
**RESIDENT STORAGE LOT POLICY**

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maintain, at user's sole expense, a policy or policies of insurance covering collision, personal injury, fire, burglary, vandalism, and malicious mischief. Liability insurance must be carried on all motor vehicles and towed vehicles in at least the minimum amounts as set by the State of Oregon at all times a vehicle is in motion. Liability insurance may be suspended for stored items during periods of immobility.

**RELEASE AND INDEMNITY**

User shall release CIHA and its agents from any and all loss, liability, claim, expense, or damage to any property located on or about the premises or the facility from any cause whatsoever, including but not limited to burglary, fire, water damage, mysterious disappearance, rodents, malicious mischief, insects, civil uprising, war, acts of God, or the active or passive acts, omissions, or negligence of CIHA or its agents unless the loss, liability, claim, expense, or damage is caused directly by CIHA's fraud, willful injurious actions, or willful violation of law. User shall further release CIHA and its agents from any and all liability for any injury or death suffered by any person occurring in or about the premises or the facility. User shall indemnify, defend, and hold CIHA and its agents harmless from any and all demands, losses, liabilities, claims, expenses, damages, or causes of action whatsoever that are brought or made by others and that arise out of, or are connected in any way with, user's use of the premises and facility.

**TERMINATION**

User shall notify CIHA in advance of periods of more than 30 consecutive days during which the user's assigned space will be vacant. If a space is vacant for a period of more than 30 consecutive days and no notice has been received, the agreement for use of the space may be terminated by CIHA and the space reassigned to another user.

Any agreement for use of space will terminate simultaneously with user's termination from CIHA's rental or homeownership programs.

An agreement for use of space may be terminated at CIHA's discretion for any cause including, but not limited to, violation of the terms of this policy.

Items remaining after termination will be deemed abandoned and may be towed at owner's expense, or may be sold, destroyed, or otherwise disposed of in accordance with the terms of user's rental or homeownership agreement and other applicable CIHA policy.

**DISPUTES**

Any disputes arising from use of the Resident Storage Lot facility shall be handled in accordance with the terms of user's rental or homeownership agreement and other applicable CIHA policy.

**COQUILLE INDIAN HOUSING AUTHORITY  
RESIDENT STORAGE LOT POLICY**

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**APPLICATION AND AGREEMENT FOR USE OF STORAGE SPACE**

Name: \_\_\_\_\_ Unit No.: \_\_\_\_\_

**DESCRIPTION OF ITEM TO BE STORED**

Type of Equipment: \_\_\_\_\_

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

License No.: \_\_\_\_\_ Overall Width: \_\_\_\_\_ Overall Length: \_\_\_\_\_

General Description: \_\_\_\_\_

**CHECKLIST OF ATTACHMENTS**

- \_\_\_\_\_ Proof of Ownership or Lien Holder Information
- \_\_\_\_\_ Proof of Personal Property Insurance
- \_\_\_\_\_ Proof of Liability Insurance

**ACKNOWLEDGEMENT**

I certify by my signature below that I have received, read, understand, and agree to fully abide by the Resident Storage Lot Policy. I further understand that this policy may be changed or amended from time to time and agree that my continued use of the Resident Storage Lot facility on the 30<sup>th</sup> day following notification of such amendment constitutes my acceptance of that amendment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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*For CIHA Use*

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Space No. \_\_\_\_\_ PIC \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date