

# COLUMBIA WAY WEST

ELEVATED TIDES LLC  
173 NE Bridgeton Rd Slip 26  
Portland, OR 97211  
503-839-4459  
columbiawaywest@gmail.com

Welcome to Columbia Way West!

Enclosed is a Vessel Space Lease Agreement (with Amendments), along with a copy of the Moorage Rules and Regulations. Please read both documents carefully.

Next, please complete and return Page 1 to **ColumbiaWayWest@gmail.com** along with your proof of insurance (a copy of the boat policy declarations pages is fine), and a picture of the boat.

Checklist:

- ☐ Completed and signed Lease Agreement
- ☐ Evidence of Required Insurance (\$300,000 min Bodily Injury Per Person/\$100,000 Property Damage, or \$300,000 Combined Single Limit)
- ☐ Picture of boat
- ☐ Copy of Boat Registration
- ☐ Payment

Upon receipt of the signed Lease Agreement, insurance registration, and picture, we will email an Invoice you can pay online to secure the slip. Slips are not confirmed until payment is received. I will send you a copy of your lease agreement after I have signed it. If you have any questions, please contact me at 503-839-4459.

Sincerely,

Terry Glenn  
Elevated Tides LLC  
Columbia Way West

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## **SLIP LEASE AGREEMENT – PAGE 1 OF 4**

Initial Slip Assignment

Name

Mailing Address

City

State

Zip

Day Telephone

Evening Telephone

Monthly Rental Rate \$

Commencing

☐ Long-Term

☐ Seasonal

Place of Employment

Position

E-Mail

DL#

Emergency Contact

Telephone

Vessel Manufacturer

Year

License #

Overall Length

Beam

Vessel Name

Move in date

Move out date

Electric service requested: Yes No

Proof of Insurance on file: Yes No

Picture of Vessel on file: Yes No

[Office Use Only]

THE UNDERSIGNED HAVE REVIEWED THIS AGREEMENT AND THE MOORAGE  
RULES AND REGULATIONS IN FULL AND AGREE TO EVERYTHING HEREIN.

Terry Glenn for Columbia Way West

Renter

Date

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## **SLIP LEASE AGREEMENT - PAGE 2 OF 4**

Renter wants to enter into a month-to-month lease for the moorage location designated above at the Columbia Way West Moorage ("CWW"), and CWW agrees to such lease under the terms and conditions stated herein.

It is hereby agreed:

1. The rent specified above is payable monthly, in advance of the first day of the month for which Renter is paying rent.
2. This lease may be terminated by either party hereto by giving the other party not less than fifteen (15) days' notice in writing, subject to the following:
  - a. Seasonal slip rental term shall run through Oct 31<sup>st</sup>. Monthly rents are due through that date regardless of slip use. Seasonal renters can request early termination which management may grant, at management's sole discretion, for special circumstances and on a limited basis.
  - b. Long-term slip rentals may be terminated during the months of March, April, May, or June by either party hereto. During any other month, Renter may only terminate the lease on the occasion of the following circumstances:
    - Sale of the vessel
    - Renter moving to a residence more than 50 miles from Columbia Way West
    - Damage to the vessel requiring haul out in excess of 30 days
    - Within 30 days of any notice of rental rate increase (Monthly rental rates will not be changed for Long-Term Renters during the initial 12 months of this Lease).
3. Renter accepts the moorage area in its present condition as is, and CWW is not responsible for any loss or damage of any nature, kind, or description to any property of the Renter.
4. Renter must comply with all applicable laws, rules, and regulations of any governmental or quasi-governmental agency.
5. All vessels moored in the marina must, at all times, be without hazardous conditions, seaworthy and ready for immediate cruising on local waters. Vessels must be capable of safely maneuvering under their own power, using a propulsion system that is consistent with the vessel's original design plans. Vessel hull, keel, decking, cabin, and mast must be structurally sound and generally free from dry rot or other similar defects or deficiencies. Marina management may ask a vessel owner to demonstrate the seaworthiness of their vessel at any time.

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## **SLIP LEASE AGREEMENT - PAGE 3 OF 4**

6. All vessel maintenance work must be done in compliance with commonly acceptable practices and all applicable state and federal laws. Painting, scraping, and refinishing of vessels when in the water is limited to minor touch ups that include a small area in the superstructure, deck, and fiberglass hull above the waterline. All minor painting, scraping, and refinishing must be contained and debris collected. Please note that state law and CWW's terms prohibit hull cleaning of vessels treated with sloughing and ablative anti-fouling paints and time based compounds. Extensive repair work and bottom cleaning should occur in a permitted, commercial boatyard.
7. Renter must maintain boater's liability insurance covering liability for injury or damage to third parties with a limit of not less than \$300,000 per occurrence or accident. Renter must provide evidence of such coverage to CWW prior to occupying their assigned slip, annually no later than May 1, and upon request. Coverage must be with a carrier and on a form acceptable to CWW.
8. Renter must maintain current vessel registration or USCG Documentation at all times. Renter must provide evidence of such registration or documentation to CWW prior to occupying their assigned slip, annually no later than May 1, and upon request.
9. **Use of a vessel as overnight accommodation while tied to Columbia Way West docks is strictly forbidden at all times.** Presence on the premises between the later of 10pm or civil twilight and 6am may be interpreted as overnight use.
10. Renter indemnifies and saves harmless CWW from and against any and all loss, damage, liability, cost, and expense which CWW may sustain, resulting in any manner from the use or occupancy of CWW's premises by the Renter regardless of CWW's negligence.
11. If rent is in arrears at least 10 days of any month, in addition to other rights and remedies, CWW may terminate this lease and evict Renter.
12. Rent not paid by the 10<sup>th</sup> of the month will be charged a \$25.00 late fee, plus \$1.00 per day for each day such delinquency continues.
13. A \$25.00 processing charge will be assessed against Renter on each rent check that fails to clear the bank or each electronic or credit card payment that is declined.

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## **SLIP LEASE AGREEMENT - PAGE 4 OF 4**

14. Any notice from Renter to CWW required or permitted hereunder, unless otherwise stated herein, shall be in writing and deemed delivered to CWW when delivered personally or sent by electronic mail to [columbiawaywest@gmail.com](mailto:columbiawaywest@gmail.com) using the following subject line:

“NOTICE UNDER SLIP LEASE AGREEMENT”

Any notice from CWW to Renter must be in writing and deemed delivered when mailed to Renter by certified mail at the address of record (which appears on the first page of this document) of the Renter. Either party may change the place where notices are to be mailed by giving the other party written notice of the changed address.

15. Renter is deemed to have abandoned its property on the premises if Renter fails to pay rent within 30 days after the due date, and during the said thirty day period, has no communication with CWW. Property of the Renter left on the premises after surrender, abandonment, or termination of the tenancy may be sold or otherwise disposed of after CWW has made reasonable attempts to notify Renter in writing that CWW intends to do so by a specified day, not less than fifteen days after written notice is given to Renter in the manner provide herein.
16. CWW reserves all rights and remedies to recover for damages, losses, or unpaid rent or other invoices available at law, in admiralty, or in equity.
17. In case a suit or action is instituted to enforce compliance with any of the terms of this lease or to collect the rent due hereunder, or any portion thereof, the losing party agrees to pay, in addition to the costs and amounts provided by statute, reasonable for attorney's fees including all fees and costs incurred on appeal. The Renter also agrees to pay all of CWW's costs and expenses, including CWW's attorney's fees, that arise from enforcing any provisions or covenants of this lease even if no suit or action is instituted.

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## **MOORAGE RULES AND REGULATIONS FOR VESSELS** **PAGE 1 OF 2**

### **RENT PAYMENTS**

All rent payments are payable in advance of the first day of each month. Any payment received after the 10<sup>th</sup> of the month is subject to a \$25.00 late fee, plus \$1.00 per day delinquency charge for each day the delinquency continues. A \$25.00 processing charge will be assessed for checks returned or otherwise not honored by the bank upon which they are drawn.

### **PARKING**

Automobile parking for boat moorage tenants and their guests using the east ramp is on the south side of Bridgeton Road at 2<sup>nd</sup> Avenue. Parking for boat moorage tenants using the west ramp is in the area designated by signs. This area is approximately 100 feet west of the west ramp, at the extreme west (downstream) area of the moorage. Additional moorage tenant parking is in the designated area mid-way between the east and west ramps. All other parking on the levee is exclusively reserved for houseboat tenants ONLY. Boats and/or trailers are not allowed to park in any of the moorage tenant parking areas. You will receive a parking sticker for your vehicle(s) after receipt of your initial payment. Replacement stickers will cost \$25.00.

### **UTILITIES**

Water and electricity are provided for boat moorage tenants for their occasional use. If continuous electrical hook-up is needed (i.e., for five or more days in a one-month period), a request for this special arrangement must be made by the tenant to the moorage manager. THE USE OF ELECTRIC HEATERS ON BOATS IS STRICTLY PROHIBITED. The capacity of the electrical service on the docks precludes the use of electric heaters on boats under any and all circumstances. Garbage collection is provided by the moorage. Containers are at the top of each ramp. Federal law prohibits disposing of any trash or other refuse of any kind in the river.

### **MISCELLANEOUS RULES AND REGULATIONS**

1. Children under 12 years of age are required to wear personal flotation devices on open walks or docks. Neither children nor adults are permitted to run on walkways or docks.
2. Dogs are only allowed on the moorage property if they are leashed and under control of their owner. Owners are responsible for cleaning up after their pets.
3. Barbecues are not permitted on the docks due to their potential fire hazard.
4. Loud music, loud talking, and all other loud noises are to be avoided, particularly during parties, out of respect for the other tenants. Please observe "quiet time" after 10pm. Remember noise carries on the water.
5. Halyards must be tied off in order to prevent them from whipping against the masts.

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## **MOORAGE RULES AND REGULATIONS FOR VESSELS** **PAGE 2 OF 2**

6. Boom tents are not permitted in order to ensure house boat tenants an unobstructed view of the river.
7. Moorage walkways, docks, and dock fingers are to be kept completely clear of all personal property, dinghies, and/or other equipment and materials. Dock boxes may be used with advance notice from the moorage manager. These containers must be supported in such a way to allow air between them and the deck below.
8. The use of carpeting or other material to pad or line slips are prohibited, because carpet retains moisture and eventually causes the dock to rot.
9. Use of a vessel as overnight accommodation while tied to Columbia Way West docks is strictly forbidden at all times. Presence on the premises between the later of 10pm or civil twilight and 6am may be interpreted as overnight use.

THE MOORAGE MANAGEMENT RESERVES THE RIGHT TO REQUIRE EVICTION OF ANY TENANT FROM THE MOORAGE IN ACCORDANCE WITH THE TERMS OF THE TENANT'S LEASE AND APPLICABLE LAW IN THE EVENT THE TENANT FAILS TO COMPLY WITH THE LEASE AGREEMENT AND/OR WITH THESE RULES AND REGULATIONS.

THE MOORAGE MANAGEMENT REQUESTS TIMELY NOTIFICATION BY ANY TENANT OF NEEDED MAINTENANCE, REPAIRS OR OTHER ATTENTION TO THE MOORAGE NECESSARY TO MAINTAIN A SAFE FACILITY FOR THE ENJOYMENT OF ALL TENANTS.