

COLUMBIA WAY WEST

A LIMITED LIABILITY COMPANY
On Northeast Bridgeton Road
173 NE Bridgeton Rd Slip 26
Portland, OR 97211
503-839-4459
columbiawaywest@gmail.com

Dear Boat Moorage Tenant:

Welcome to Columbia Way West!

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

Next, please complete all information on page 1 of the Lease Agreement, and sign and date page 3. We will also need evidence of insurance (a copy of the boat policy declarations pages is fine).

Thank you for your time in completing the requested information. To secure the slip, we need to receive your signed lease agreement, evidence of insurance, and a check payable to Columbia Way West for your first and last month's rent, or we can email an Invoice you can pay online with your checking account. 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.

Please remember that we do not send monthly statements, and that it is your responsibility to send your moorage payments no later than the 10th of each month to avoid a late penalty.

Sincerely,

Terry Glenn
Columbia Way West, LLC

Date

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VESSEL LEASE AGREEMENT-PAGE 1 of 3

SLIP NUMBER _____

NAME _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

DAY TELEPHONE _____ EVENING TELEPHONE _____

MONTHLY RENTAL RATE \$ _____ COMMENCING _____

ANNUAL TERM (SEE AMENDMENT) MONTH TO MONTH

PLACE OF EMPLOYMENT _____ POSITION _____

E-MAIL _____ DL # _____

EMERGENCY CONTACT _____ TELEPHONE _____

VESSEL MANUFACTURER _____ YEAR _____

LICENSE # _____ OVERALL LENGTH _____

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 .

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VESSEL LEASE AGREEMENT-PAGE 2 of 3

WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept, and performed, the Lessor does hereby lease and let unto said Lessee the moorage area designated above as is situated in the Columbia Way West Moorage for tenancy from month to month commencing on the day above indicated and at a monthly rental as above specified, payable monthly in advance on the first day of each month.

It is further mutually agreed between the parties as follows:

1. In case suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this lease or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay, in addition to the costs and disbursements provided by statute, such additional sums as the court may adjudge reasonable for attorney's fees to be allowed the prevailing party in any suit or action including all fees and costs incurred on appeal. The Lessee also agrees to pay and discharge all of the Lessor's costs and expenses, including the Lessor's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease even though no suit or action is instituted.
2. This lease may be terminated at any time by either party hereto by giving the other party not less than fifteen (15) days notice in writing.
3. Lessee accepts the moorage area in its present condition as is, and the Lessor shall not be responsible for any loss or damage of any nature, kind, or description to any property of the Lessee.
4. Lessee shall comply with all laws, rules, and regulations of any governmental or quasi-governmental agency.
5. Lessee shall indemnify and save harmless Lessor from and against any and all loss, damage, liability, cost, and expense which Lessor may sustain or bear or to which is may be put, resulting in any manner from the use of occupancy of said premises by the Lessee regardless of any negligence of the Lessor.
6. If rent is in arrears at least 10 days of any month, in addition to other rights and remedies, Lessor may terminate this lease and evict Lessee.

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VESSEL LEASE AGREEMENT-PAGE 3 of 3

7. Rental not paid by the 10th of each and every month will be charged a \$25.00 late fee, plus \$1.00 per day for each day such delinquency continues; and a charge of \$25.00 for processing will be made on each check that fails to clear the bank.
8. Any notice required or permitted hereunder, unless otherwise stated herein, shall be in writing and deemed delivered to Lessor when delivered personally or sent by certified mail to 173 NE Bridgeton Rd Slip 26, Portland, OR 97211; and any notice by the Lessor to Lessee shall be in writing and deemed delivered when mailed to Lessee by certified mail at the address of record (which appears on the first page of this document) of the Lessee. Either party may change the place where notices are to be mailed by giving the other party notice of the changed address.
9. Lessee shall be deemed to have abandoned its property on the premises if Lessee shall fail to pay rent within 30 days after the due date, and during the said thirty day period, has no communication with Lessor. Property of the Lessee left on the premises after surrender, abandonment, or termination of the tenancy may be sold or otherwise disposed of after Lessor has made reasonable attempts to notify Lessee in writing that Lessor intends to do so by a specified day, not less than fifteen days after written notice is given to Lessee in the manner provide herein.

IN WITNESS WHEREOF THE RESPECTIVE PARTIES HAVE EXECUTED THIS INSTRUMENT IN DUPLICATE ON THIS DAY AND YEAR HEREIN ABOVE WRITTEN.

Terry Glenn for Columbia Way West LLC

Lessee

Date

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MOORAGE RULES AND REGULATIONS FOR VESSELS PAGE 1 OF 2

RENT PAYMENTS

All rent payments are payable in advance on the first day of each month. Any payment received after the 10th 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 2nd 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 (down stream) 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 dike 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.

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MOORAGE RULES AND REGULATIONS FOR VESSELS
PAGE 2 OF 2

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.
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.

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AMENDMENT

ANNUAL RENTAL TERM

This Amendment shall apply when the box next to “Annual Term” is checked on Page 1 of the Vessel Lease Agreement.

Item 2 in the Vessel Lease Agreement is deleted in its entirety and replaced with the following:

2. This lease may be terminated at any time by either party hereto by giving the other party not less than fifteen (15) days’ notice in writing. However, the Lessee may only terminate the lease on the occasion of the following circumstances:
 - Sale of the vessel
 - Lessee moving to a residence more than 50 miles from Columbia Way West
 - Damage to the vessel requiring haul out in excess of 30 days
 - During the months of March, April, May, and June.
 - Within 30 days of any notice of rental rate increase

As consideration for this Amendment, Lessor agrees the monthly rental rate shall not be changed during the initial 12 months of this Lease.

Lessor - Terry Glenn for Columbia Way West LLC

Lessee (tenant)

Date