

COLUMBIA WAY WEST

A LIMITED LIABILITY COMPANY
On Northeast Bridgeton Road

173 NE Bridgeton Rd, Slip 26
Portland, Oregon 97211
503-839-4459
columbiawaywest@gmail.com

Floating Home Application and Rental Agreements

Instructions

Thank you for your interest in a Floating Home slip at Columbia Way West.

Columbia Way West (CWW) is a privately owned marina facility consisting of 14 floating home slips and approximately 70 boat slips. CWW is not a homeowners association, but rather a privately owned business venture renting moorage space.

In the interest of our other tenants and our own business, we take the application and selection process seriously. In addition to the documents attached, an in-person interview will be scheduled with our Manager. We endeavor to provide a decision within 30 days of the interview and receipt of completed application(s).

There is a fee of \$40 per adult to cover the background/credit report cost.

Attached you will find the following documents:

Application – you should include each person who will be on the title of the floating home, and any adult residents.

Credit/Background Check Authorization – please make copies of this form for each person named on the Application. We must have an Authorization for each person.

Rental Agreement (Form 1142a) – this is the primary slip rental agreement.

Statement of Policy (Form 1252r) – this is a legally required set of rules and disclosures applicable to both mobile home parks and floating home marinas.

Rules and Regulations – these are the day to day rules which are occasionally adjusted to address emerging issues or concerns.

If you are considering use of the floating home as an AirBnB, VRBO, or other short-term rental, please be aware such use is limited and currently the allowed number of short-term rentals is full.

Thank you,
Columbia Way West LLC

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APPLICATION

(an addendum to MOORAGE RENTAL AGREEMENT #1142a)

Revised March 2019

SPACE # _____

*TENANT(S) _____

TENANT(S) SOCIAL SECURITY #(S) _____

TENANT(S) DRIVER LICENSE #(S) _____ STATE _____

CURRENT ADDRESS _____

HOME/CELL PHONE _____ BUSINESS PHONE _____

EMAIL ADDRESS(S) _____

EMPLOYER NAME _____ EMPLOYMENT BEGAN ON _____

EMPLOYER ADDRESS AND PHONE _____

FLOATING HOME LENGTH _____ WIDTH _____ MARINE BOARD # _____

SECURITY INTEREST HELD BY _____

ADDRESS _____ PHONE/CONTACT _____

SUBLESSEE NAME(S) _____

HOME/CELL PHONE _____ BUSINESS PHONE _____

EMPLOYER NAME _____ EMPLOYMENT BEGAN ON _____

- I/WE ARE INTERESTED IN UTILIZING THE FLOATING HOME FOR SHORT-TERM RENTAL.
- I/WE INTENT TO UTILIZE THE FLOATING HOME FOR LONG TERM RENTAL.
- I/WE DO NOT HAVE CURRENT INTENTION TO RENT THE FLOATING HOME TO OTHERS

- CWW WILL BE MY/OUR FULL TIME HOME
- CWW WILL BE MY/OUR PART-TIME HOME

[*Include the names and information of each person who will be on the title of the floating home, and have rights and responsibilities with regard to the floating home and slip space.]

COLUMBIA WAY WEST, LLC

**CONSUMER CREDIT and BACKGROUND REPORT RELEASE FORM
PLEASE READ CAREFULLY**

By my signature below, I authorize Columbia Way West, LLC to obtain a Consumer Credit Report and/or a Background Report on me. This authorization is valid for the purposes of verifying information given pursuant to leasing or rental of space or any other lawful purpose covered under the Fair Credit Reporting Act (FCRA).

The Background Check may contain information available in the Public Domain but may not include interviews with persons other than previous employers or their agents.

By my signature below, I hereby authorize all corporations, former employers, credit agencies, educational institutions, law enforcement agencies, city, state, county and federal courts and agencies, military services and person to release all information they may have about me including criminal and driving history. This authorization shall be valid in original or copy form.

I understand there is a \$40.00 fee per adult applicant payable at the time of application.

Applicant's Legal Full Name: _____

Applicant's Social Security Number: _____

Applicant's Date of Birth: _____

Applicant's Current Street Address: _____

Applicant's Driver License Number: _____ State of Issue _____

Applicant's Acceptance and Signature: _____

Date of Signature: _____

[Please copy and complete this page for each Tenant on the Application, including Spouse with same last name if applicable]

RENTAL AGREEMENT (Form 1142A)

Manufactured Dwelling or Floating Home Facility

THIS AGREEMENT, entered into on _____, 20____, by and between Columbia Way West, LLC, landlord or agent (hereinafter "landlord"), and _____, tenant;

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the terms of tenant's covenants herein contained, landlord hereby rents to tenant, and tenant rents from landlord, that certain Space No. _____, the mailing address of which is 173 NE Bridgeton Rd Slip 26, Portland, OR 97211, located in the manufactured or floating home facility know as Columbia Way West, LLC, the address of which is 173 NE Bridgeton Rd., Portland, OR 97211.

This Rental Agreement is attached, together with the facility Rules and Regulations, to the facility Statement of Policy (Form No. 1252R). Tenant, by tenant's signature below, hereby acknowledges receipt of the Statement of Policy, the Rules and Regulations, and this Rental Agreement.

1. Agreement.

- a. The location of the rent space is Space No. _____ in the above-described facility.
- b. The approximate size of the space is not to exceed 35' x 60'.
- c. The federal fair-housing age classification of the facility is: N/A
- d. The initial rent per month is \$_____.
- e. Personal property, services and facilities provided by the landlord: water and sewer (to point of connection), and garbage service
- f. Security deposits, fees and installation charges imposed by landlord: none
- g. Improvements that tenant may make to rental space, including plant materials and landscaping: none
- h. Improvements that tenant is required to make to rental space, including plant materials and landscaping: none
- i. Improvements that are attached to the space (e.g., plants, fences placed in or attached to the ground) shall belong to the landlord upon termination of the tenancy. Tenant shall remove all other unattached personal property at termination of the tenancy, unless tenant leaves the home in the space pursuant to this agreement or statute.
- j. If tenant elects to sell the home, landlord applies the following conditions in approving a purchaser of the home:
Screening criteria: credit check and approval (allow 30 days)
Pets: Dogs must be approved
Other: Signed Rental Agreement and Addendum
- k. If tenant elects to sell the home, tenant may not sell the home to any person who intends to leave the home on the rental space until landlord has accepted that person as a tenant pursuant to the conditions set forth herein, as landlord may amend after statutory notice. Landlord may not charge a fee or commission on such sale unless landlord has acted as agent for the seller pursuant to a written contract. "For sale" sign placement may be regulated by facility rules. If tenant is purchasing a dwelling or home and desires to leave the dwelling or home on the rented space, and become a tenant, then:
 - (i) Tenant shall give at least 10 days' notice in writing prior to the sale of the dwelling or home on the rental space;

- (ii) Prior to the sale, the prospective purchaser shall submit to landlord a complete and accurate written application for occupancy as a tenant after finalization of the sale; the prospective purchaser may not occupy the dwelling or home until after the prospective purchaser has been accepted by landlord;
 - (iii) Landlord may require the prospective purchaser to pay in full all rents, fees, deposits or charges owed by tenant prior to acceptance of the prospective purchaser as a tenant.
- l. Term of tenancy: Month to month
 - m. Landlord may change the terms of this Agreement by giving written notice to tenant 60 days in advance of such change.
 - n. Landlord may change the Rules and Regulations with 60 days' written notice to all tenants, specifying the changes, unless tenants of at least 51 percent of the eligible spaces file an objection within 30 days.
 - o. Service of Notice on Tenant. A written notice is deemed served on the day that it is mailed by first class mail to tenant at the premises and also attached securely to the main entrance of that portion of the premises of which tenant has possession.
 - p. Service of Notice on Landlords. A written notice from tenant to landlord is deemed served on the day it is both mailed by first class mail to landlord and also attached securely to the following location: 173 NE Bridgeton Rd Slip 26, Portland, OR 97211.
The above address may be used for service of legal process on landlord. Written notice may be served on tenant or landlord by personal delivery; by first class mail; or by first class mail, and posting as provided herein. If served by first class mail, the expiration period for compliance or termination of the tenancy shall be extended by three days, and the notice shall include the extension in the period provided.
 - q. The owner of the facility is Columbia Way West, LLC, whose office address is 173 NE Bridgeton Rd Slip 26, Portland, OR 97211.
 - r. Tenant payment for utilities and services. Landlord requires tenant to pay for utilities and services as follows:
Tenant shall pay a utility or service provided for a utility or service charged and provided directly to tenant. Specifically, electric, telephone, and cable.
Tenant shall not pay landlord for a utility or service charge that has been billed by a utility or service provider to landlord for utility of service provided directly to the tenant's dwelling unit.
Tenant shall not pay landlord for a utility or service charge that has been billed by a utility or service provider to landlord for utility or service provided to a common area available to tenant as part of tenancy.
 - s. The tenant may sublet the tenant's manufactured or floating home to another person. Any sublet for a period exceeding 3 days requires a separate written Sublease Agreement (Form No. 543) specifying the rights and obligations of landlord, tenant and renter during renter's occupancy of the dwelling of home. Landlord reserves the right to screen renter, using the same criteria as for new tenants, to charge landlord's standard fee(s) related to tenant screening, if deemed necessary, and to charge a fee as consideration for landlord's additional expenses related to a sublease.
- 2. Pet Agreement (not required).** Landlord must approve keeping of a pet on the premises, subject to the facility Rules and Regulations regarding pets.
- Name and description of pet: _____

This section shall constitute a pet agreement between the parties. Tenant shall, within 10 days of execution of this Agreement, provide to landlord proof of tenant's liability insurance, which insurance shall name landlord as an additional insured for the purpose of receiving notice of cancellation of such insurance. Failure to provide proof of insurance, or cancellation of such insurance, shall constitute grounds for termination of this Agreement for cause pursuant to ORS 90.630.

Landlord may not charge a one-time, monthly or other periodic amount based on tenant's possession of a pet.

Landlord may charge the tenant the amount of \$50 for each violation of this pet agreement for the facility Rules and Regulations regarding pets.

- 3. Fixed-Term Tenant Renewal.** If this Agreement is a term tenancy, in order to renew or extend the tenancy for another term landlord shall submit the proposed new Rental Agreement to tenant at least 60 days prior to the end of the term. The proposed new Rental Agreement shall be accompanied by a written statement that summarizes any new or revised terms, conditions, rules or regulations. If landlord does not submit a proposed new Rental Agreement, the tenancy shall renew as a month-to-month tenancy.

Tenant shall accept or reject the proposed new Rental Agreement at least 30 days prior to the end of the term by giving written notice to landlord. If tenant fails to accept or unreasonably rejects a proposed new Rental Agreement, the tenancy shall terminate on the ending date without further notice. If tenant rejects the proposed new Rental Agreement, landlord and tenant shall enter into informal dispute resolution as set forth in the Statement of Policy.

- 4. Termination for Cause.** The facility Statement of Policy sets forth the facility policy for termination of the tenancy for any reason other than expiration of fixed-term tenancy. If tenant breaches the Agreement of the facility Rules and Regulations, landlord may terminate the tenancy as permitted by ORS 90.630. Tenant's failure to maintain the premises shall permit termination as set forth in ORS 90.632. Tenant's failure to pay rent when due shall permit termination for nonpayment of rent pursuant to ORS 90.394 and 90.630(12). Outrageous behavior may subject tenant to immediate termination as set forth in ORS 90.936. In all cases except outrageous behavior, statutory notice will give tenant an opportunity to correct the cause of termination; if tenant fails to correct the cause, or if, in some cases, tenant has been subject to prior notices, landlord may take possession of the premises in the manner provided in ORS 105.105 to 105.168.
- 5. Late Payment Penalty.** If rent is not received by the tenth day of the period for which it is due, tenant shall pay a late charge of \$100.00, as a flat amount. Any dishonored check shall be treated as unpaid rent and be subject to the same late charge, plus a \$25.00 special handling fee and must be made good by cash, money order or certified check within 24 hours of notification. In case two or more rent payments are late, landlord reserves the right to require tenant to pay rent by cash or money order only, upon reasonable notice to tenant of such requirement. Furthermore, if rent is not paid when due and tenant fails for any reason to pay rent within 7 days after its due date, landlord may terminate this Agreement in the manner provided by ORS 90.934 and take possession of the premises in the manner provided by ORS 105.105 to 105.168.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above. Tenant acknowledges receipt of a copy of this Agreement, together with a Statement of Policy and the facility Rules and Regulations.

Landlord or Agent

Tenant

Tenant

STATEMENT OF POLICY (Form 1252r)

(For Manufactured Dwelling or Floating Home Space)

This statement of policy is provided in accordance with law to all of our present and prospective tenants.

1. The location and approximate size of the space to be rent is: not to exceed 35' x 60'.
2. The federal fair house age classification of the space is: N/A
3. The present zoning which affects the use of the space is: N/A
4. The policy regarding rent adjustment of the space is: 90 day notice.
5. The rental history of the space is: houseboat.
6. The personal property, services, and facilities provided by the landlord are: dock and ramp, two parking spaces for use.
7. The installation charges imposed by the landlord are: none.
8. The installation fees imposed by government agencies are: none.
9. The policy regarding rental agreement termination, should this facility be closed, is: none.
10. The policy regarding rental agreement termination, other than termination cause by facility closure, is: 30 day notice by either tenant or landlord.
11. The policy regarding sale of this facility is: Houseboat owners offered first right of refusal.
12. The policy regarding informal dispute resolution is: none.
13. The utilities and services available, the person(s) responsible for payment of each, are: landlord for water/sewer (to point of houseboat connection) and garbage , and tenant for electric , and water/sewer (from point of houseboat connection).
14. There is no tenants' association for this facility.
15. The policy regarding removal of a manufactured dwelling, including a statement that removal requirements may impact the market value of a dwelling is: none

Landlord or Agent

Landlord or Agent's Name (typed or printed)

Receipt of a copy of this Policy, to which copies of the Rental Agreement and facility Rules and Regulations have been attached as exhibits, is hereby acknowledged.

Prospective Tenant

Prospective Tenant

COLUMBIA WAY WEST, LLC

RULES AND REGULATIONS

(an addendum to MOORAGE RENTAL AGREEMENT #1142)

Revised March 2019

1. Each floating home is entitled to the space between pilings except for the walkway space between #23 and #24.
2. Floating homes may not exceed 35 feet in width and 60 feet in length. Floats of tender houses between the walkway and home are not permitted, except those in place prior to this agreement.
3. Floating homes being moved into, or out of, a slip must be moved at a time when there is minimum river flow. This timing is at the discretion of the moorage owner. Liability for any damage done to the Columbia Way West (CWW) facility or to boats moored there in the process of a move is with the floating home owner and the mover. The mover must be insured for any potential liability.
4. No security deposit is required. Rent is payable in advance on the first day of each month. Any payment received after the 10th of the month is subject to a \$100.00 late fee. A processing fee of \$35.00 will be charged for each check that fails to clear the bank. (Note: Late fees may be waived in unusual circumstances, at the discretion to the landlord, for tenants who typically pay on time.)
5. The landlord will give tenants written notice at least ninety (90) days prior to any changes in the lease rate.
6. Leases are month-to-month and may be terminated at any time, by either tenant or landlord, by giving the other party not less than thirty (30) days written notice.
7. All prospective floating home purchasers must be approved in advance of sale by the landlord. Allow thirty (30) days for this process which includes: (a) an interview of the prospective purchaser by the landlord, (b) completion of a credit/background check, and (c) completion of rental agreement.
8. Any notice required will be delivered to the landlord personally or to 173 NE Bridgeton Rd Slip 26, Portland, OR 97211, and any written notice to tenant will be deemed delivered when mailed to tenant at address of record (which appears on page 1 of this addendum).
9. If rent is in arrears at least 10 days of any month, in addition to other rights and remedies, the landlord may terminate this agreement and evict tenant.
10. Tenant will be deemed to have abandoned its property on the premises if rent has not been paid 30 days after the due date and during this period has no communication with landlord. Property of tenant left on the premises after surrender, abandonment, or termination of the tenancy may be sold or otherwise disposed of after landlord has made reasonable attempts to notify tenant in writing that landlord intends to do so by specified day, not less than 15 days after written notice is given to tenant.
11. Tenants moving out of CWW must turn in their mailbox keys to the landlord.
12. Written permission from the landlord must be obtained to moor a boat to the floating home when the boat and home combined exceed the 60 foot maximum length (and space permits).
13. Premises are to be occupied for residential purposes only. A business purpose which generates foot traffic to/from the floating home is prohibited.
14. Floating homes must be moored with at least two boom chains in a manner satisfactory to the landlord.
15. Construction is permitted on floating homes only by written permission of the landlord and must be completed within a period of time estimated in advance or deemed reasonable by the landlord. Permission

will not be granted for additional two-story construction or for any additional two-story homes to be moved into the moorage.

16. City water, sewer service, and garbage service are provided by the landlord. Tenant will provide his/her own hose connection of a quality satisfactory to the landlord and compatible with moorage equipment. S/he will also be responsible for connections to moorage water and sewer lines. S/he will properly maintain these lines, repairing leaks immediately. If tenant neglects leaks, the landlord will order repairs, and tenant will be charged for all time and materials.
17. Homes are to be kept in neat and presentable condition. Homes are to be clean, kept in good repair, and in seaworthy condition. Decks are not to be used for storage.
18. Tenants' personal property, including garden containers, may not be placed on moorage walkways.
19. There can be nothing tied to the moorage pilings, fire lines, or light standards. Logs may not be tethered to floats or moorage structures.
20. Each tenant is responsible for cleaning out floating debris surrounding his/her portion of walkway and for cleaning out floating debris surrounding his/her home. Each tenant is further responsible for clearing snow and ice from areas surrounding his/her home. Snow shovels and salt are located at the east ramp.
21. Any defects, weaknesses, or breakage of walkway boards or railings must be reported to the landlord or his assistant immediately. Any breaks in the moorage water or sewer lines must also be reported immediately. (Even with regular monitoring, these breaks occasionally occur.)
22. Water lines may be kept open at a minimum flow during periods of freezing weather. A sudden drop in water pressure indicates a break in the lines and should be reported to the landlord (or his designated assistant) immediately.
23. Garbage containers at the top of each ramp are for day to day refuse. Bulky items that do not easily fit into the containers or items such as tires, Christmas trees, etc. must be taken to a landfill or recycling station. Tenants undertaking remodeling projects must order and pay for a special dumpster for lumber, drywall, etc.
24. The landlord will assign two parking spaces for each floating home. Use of other tenants' parking space without their expressed permission is not allowed. Landlord may change parking space assignments at any time.
25. In the event of a tenant's temporary or permanent disability, the tenant will notify the landlord so that a special parking arrangement can be made near the top of that tenant's ramp.
26. Floating home guests may use the sailors' parking areas for temporary overflow. Floating home tenants may use these areas for more convenient parking during the months November through February.
27. Dismantled or immobile vehicles in any of the parking areas are not permitted and must/will be removed.
28. Social gatherings on the moorage must present a minimum of noise out of respect for neighboring tenants. Management reserves the right to have objectionable persons removed.
29. Open flame fires and use of fire pits is strictly prohibited on floating homes or on docks at Columbia Way West.
30. Walkways should be used quietly between the hours of 10:00 p.m. and 8:00 a.m.
31. Running or riding bicycles, motorbikes, or using skates or skateboards on walkways is never permitted.

32. Children under the age of 12 must be under the supervision of an adult at all times and must wear a lifejacket when using moorage walkways.
33. Complaints about sailors (boat moorage tenants), their boats, or their guests are to be directed to the landlord, and not to the sailors. A copy of the rules governing sailors at CWW is available upon request.
34. Tenants may have dogs provided they are leashed and/or carried when on CWW docks and ramps. Dogs must be quiet and not inclined to bark incessantly so as to disturb other tenants. Cats are permitted providing they are kept under control to the satisfaction of other tenants. Owners of all animals must clean any pet messes thoroughly and speedily. All animals must be kept on the tenant's premises except when being transported by the tenant. Landlord may charge \$50.00 on each occasion that an animal is found unattended on the common walkway and a complaint is made to the Landlord/Management. Repeated violations may result in lease termination.
35. All tenants who commenced occupancy after December 2011, must at all times during the term of this Agreement, at the tenant's own expense, keep in effect liability insurance policies with an insurer satisfactory to the landlord. The tenant shall provide proof of liability insurance with a minimum face value amount of \$1,000,000, and name Columbia Way West, LLC as "additional insured" on the insurance policy. Although this condition does not apply to tenants who commenced occupancy prior to December 2011, keeping in effect adequate liability insurance is highly recommended.
36. Short-Term Rentals of less than 30 consecutive days must comply in every respect with Portland Zoning Code Section 33.207, including applicable permits, building code, and requirement to reside in the residence yourself at least 270 days per calendar year. Tenant must provide CWW with evidence of General Liability insurance which does not exclude short term rental with a limit of not less than \$ million. Tenant is wholly responsible for the behavior and conducts of Short-Term Rental guests, and must assure no adverse impact on other CWW tenants. Landlord may limit the number of floating homes to be utilized as Short-Term Rentals to four (4) or less, and must approve in advance such use, and such approval may be limited in duration.
37. Long-Term Rentals of 30 or more consecutive days are permitted, however Landlord must approve in advance of each sublet tenant. Tenant signing this agreement remains responsible for payment of rent and the sub-tenant's compliance with the rules herein.

In witness whereof the respective parties have executed this instrument in duplicate on this day and year:

 Terry Glenn, Manager, Columbia Way West, LLC, Landlord

Tenant(s) _____

Sublessee(s) _____

Date _____