

**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 10<sup>th</sup> 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.

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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 \_\_\_\_\_