



# COLUMBIA CROSSINGS

**Welcome!** We appreciate your business and look forward to a long and happy partnership.

**Leasing Office Address:** 515 N.E. Tomahawk Island Dr. #100 Portland, OR 97217-8100

**Office Hours and Phone Numbers:**

Leasing Office:	Monday - Friday	9:00 a.m. to 5:00 p.m.	<b>(503) 283-2444</b>
	Saturday	10:00 a.m. to 4:00 p.m.	
Accounting:	Monday – Friday	8:00 a.m. to 5:00 p.m.	<b>(503) 283-2444 Ex.16</b>
Facilities/Repair:	Monday – Friday	8:00 a.m. to 5:00 p.m.	<b>(971) 255-8056</b>
	Emergencies Only	(24 hours)	<b>(503) 720-2621</b>
Fuel Dock:	Please call for hours		<b>(503) 863-9641</b>
Security:	(24 hours)		<b>(503) 720-2621</b>

**E-MAIL:**

[COLUMBIA CROSSINGS](mailto:leasing@columbiacrossings.com)

Leasing Office: [leasing@columbiacrossings.com](mailto:leasing@columbiacrossings.com)

[COLUMBIA CROSSINGS](mailto:accounting@columbiacrossings.com)

Accounting Office: [accounting@columbiacrossings.com](mailto:accounting@columbiacrossings.com)

[JANTZEN BAY](mailto:jbarbormaster@columbiacrossings.com)

Harbormaster: [jbarbormaster@columbiacrossings.com](mailto:jbarbormaster@columbiacrossings.com)

[Tomahawk Bay](mailto:tbarbormaster@columbiacrossings.com)

Harbormaster: [tbarbormaster@columbiacrossings.com](mailto:tbarbormaster@columbiacrossings.com)

[HAYDEN BAY](mailto:hbarbormaster@columbiacrossings.com)

Harbormaster: [hbarbormaster@columbiacrossings.com](mailto:hbarbormaster@columbiacrossings.com)

**Payment Options:**

**Secure Drop box:** located to the right of the Leasing Office door.

**Check/Money Order payments only:** Mail to **P.O. Box 60093, City of Industry, CA 91716**

**Online Payments:**

- To pay online by check, debit or credit card go to [www.Clickpay.com](http://www.Clickpay.com)
- Click Register and then create your online profile with ClickPay
- Connect Your Unit using the lease ID found on your monthly statement.

**Address' for Lease ID: Use the address' below to set up your new account.**

Hayden Bay:	201 N Lotus Beach Dr.	Portland, Or 97217
Tomahawk Bay:	515 NE Tomahawk Island Dr.	Portland, Or 97217
Jantzen Bay:	12010 NJantzen Dr.	Portland, Or 97217
RV Storage:	51 N Tomahawk Island Dr.	Portland, Or 97217
Public Storage:	1940N Jantzen Ave.	Portland, Or 97217

- Your account number will be your slip number. **Ex. JB-0101**
- Set up **Automatic Payments** or click **Pay Now** to make one-time payments.

**Clickpay Payment Fee Chart:**

<b>Payment Method</b>	<b>Fees</b>
eCheck (ACH)	No Fee
Credit Card	2.99% of transaction amount (\$3.00 minimum)
Visa Cards	\$10.00 Flat Fee

\*Foreign Transaction Fee: An additional 1.00% fee when using an international card.



HAYDEN ISLAND  
RV STORAGE

HAYDEN ISLAND  
HOUSEHOLD STORAGE



## **MARINA ELECTRIC SERVICE** (Shore Power)

Our standard minimum service per slip is a single 30 amp, 125-volt outlet. To connect, you must supply a 10/3-power cord with a 3-prong twist-lock plug (male). A *Columbia Crossings' Harbormaster must approve your power cord for use.*

### **TO ORDER SERVICE:**

#### **For Tomahawk Bay or Jantzen Bay slips 701 – 740:**

Electricity is supplied and billed by Portland General Electric (**PGE**). To order service, please call: **(503) 228-6322** and request (residential) service. Give PGE your service address as listed below, and your billing address (address where you receive mail).

**Note:** Your service address is not your billing address.

### **SERVICE ADDRESSES:**

Tomahawk Bay: 515 N.E. Tomahawk Island Drive, Slip #TB\_\_\_\_\_

Jantzen Bay slips 701 - 740: 1100 N. Jantzen Avenue, Slip #JB\_\_\_\_\_

#### **For Hayden Bay and all other Jantzen Bay slips:**

If you selected "Yes" for electrical service when you signed your moorage lease, **electricity will be supplied and billed by Columbia Crossings** directly.

Electricity service charges will appear on your monthly statement from Columbia Crossings. **You will be charged a monthly base rate plus usage.** **Note:** The billing period for electrical service is mid-month to mid-month.

**To discontinue your service, or to activate it after your lease is written, you must provide us a signed written request. Your request can be emailed to [leasing@columbiacrossings.com](mailto:leasing@columbiacrossings.com) or mailed to the address printed on your lease. Final electricity invoice will be invoiced the day after premises are vacated.**

## **FACILITIES ACCESS SYSTEM**

**About the system:** Access to our facilities is controlled by an electronic system. It can provide very effective access control, but only if everyone uses it conscientiously. Please don't rely on the kindness of your neighbors for access - ***always use your access card to open a closed gate or door.***

Try not to let anyone follow you through an open gate. Should it happen, do not challenge the person. Security can be reached 24 hours a day at (503) 720-2621.

**About the cards:** Access cards issued to you are yours to keep. They are programmed to your name and specific access needs. If you leave us (terminate your lease), we deactivate your cards. Next time you lease with us, we reactivate them.

The price per card is \$15.00. We can only sell access cards to the Lessee. If it is not possible for the Lessee to come to our office in person, his/her representative must present a written request signed by the Lessee. Please phone (503) 283-2444 if you have questions.

***If your card is ever lost or stolen***, phone us at (503) 283-2444. We will deactivate the lost card(s).

**How to use the system:** Each controlled gate or door has a card reader. The reader is a small (3" x 5") gray box with 3 small lights (Green, Yellow, Red). The yellow light glows when the system is ready. To open a gate, hold your white access card up to the reader. The reader light will change from yellow to green and the gate will unlock. If the light changes to red, try your card again.

If that fails, phone the Leasing Office during business hours at (503) 283-2444 or security after hours at (503) 720-2621.



# COLUMBIA CROSSINGS

515 NE Tomahawk Island Drive, Portland, OR 97217 | 503.283.2444 | [www.columbiacrossings.com](http://www.columbiacrossings.com)

## Required Documents:

Please visit our website [www.columbiacrossings.com](http://www.columbiacrossings.com) to complete a rental agreement

Please email the following documents to: [Leasing@columbiacrossings.com](mailto:Leasing@columbiacrossings.com)

1. Current Photo ID
2. Current photo of vessel or vehicle
3. Proof of current ownership/registration:  
 \*\*\*All documents must be in the name of the registered owner  
**Please Note:** If the vessel or vehicle was just purchased, you must provide a signed off title and a bill of sale
4. Proof of current insurance.  
 \*\*\*Must provide a declarations page with \$300,000 minimum property liability coverage and Columbia Crossings, LLC named as additional interest.  
 \*Marina address: 515 NE Tomahawk Island Dr. Portland, OR 97217

Where is the boat or RV located now? We call for references.

Name and Location: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Any boat older than 1990 will need to be inspected and approved by our Harbormaster prior to Columbia Crossings approving a Rental Agreement.

**Please Note:** We DO NOT allow Wood boats of any year.



HAYDEN ISLAND  
RV STORAGE

HAYDEN ISLAND  
HOUSEHOLD STORAGE





# COLUMBIA CROSSINGS

## Marina Rules and Regulations

It is Columbia Crossings' policy to operate our marinas in full compliance with the Oregon State Marine Board's Clean Marina Guide Best Management Practices.

**In this document:**

"You" and "your" refers to Tenant (signer(s) of the Rental Agreement). "We" and "our" refer to Columbia Crossings.

Our goal is to provide you with the finest marinas in the Greater Portland/Vancouver area. Your peace and enjoyment and that of your neighbors is dependent upon the willingness of all tenants to be courteous and cooperative. If an undesirable situation arises or exists, please contact Columbia Crossings management. Your comments and/or recommendations help us carry out our responsibilities to all of our tenants.

### 1. Your Lease

- 1.1. **Boat Length and Your Rent Rate:** Your Boat's Length Over All ("LOA") includes everything, which contributes to the space the boat occupies in the slip, e.g., bowsprits, pulpits, swim platforms, anchors, motors, dinghies, etc. Our Harbormaster will measure your boat. If the LOA measured by the Harbormaster exceeds the LOA stated in the lease, you will be required to pay additional monthly charges. If your boat extends more than two feet into the fairway, you will be required to transfer to a larger slip.



- 1.2. **Changing Slips / Changing Boats:** Moving your boat to another slip requires a "Notice of Intent to Transfer" form to be executed and is subject to a transfer fee. Tenants must moor only the vessel that is assigned to the slip per the lease agreement or complete a change of vessel form with the leasing department.
- 1.3. **Liveboard Status:** Our standard lease does not provide for liveboard status. If you propose to liveboard your boat, you must apply for written approval. If you stay on your boat for three or more days/nights a week on a regular basis, we will consider you an unapproved Liveboard subject to restricted use of your access card, immediate termination of your lease and immediate removal of your boat from our marina's. Additional fees and conditions will apply to approved Liveboards.
- 1.4. **Selling Your Boat:** You are responsible for your slip as long as your lease is in force. If you intend to sell your boat and do not plan to use your slip for another boat you own, you must terminate your lease. Your boat's purchaser(s) must arrange for his/her/their own lease. Please note: We cannot guarantee that your slip will be available for your boat's purchaser. In addition, Tenant shall not sell Tenant's Boat to a person or entity who intends to leave Tenant's Boat at the Premises without first obtaining Landlord's prior written acceptance of Tenant's purchaser as a tenant.

- 1.5. Tenant acknowledges that **sublease agreements are not permitted** according to the Boat Moorage Rental Agreement section #12 Assignment/sublease.

## 2. On the Docks

- 2.1. All children age 12 and under must wear a USCG approved floatation device (“life vest”) at all times.
- 2.2. No running or horseplay is allowed on the docks.
- 2.3. Boats, dinghies and other watercrafts are to be kept seaworthy at all times including, but not limited to ensuring that the boat registration is current, the engine is operable, the boat is winterized and to promptly respond to a request by Landlord to make repairs or to pump the boat of any water that may potentially cause the listing or sinking of the boat.
- 2.4. If your dinghy does not fit into your slip with your boat and you are using a designated dinghy area you need to register and tag your dinghy with the leasing office There is a \$25.00 charge per month for dinghy storage, with the exception of Hayden Bay Marina.
- 2.5. Boats are to be kept clean and orderly with no personal property stored on the docks or the deck of the boat and in good mechanical condition. Please use biodegradable products when cleaning your boat.
- 2.6. Your boat must be tied so that no part of the boat or its attachments extends over the walkway or more than two feet into the fairway.
- 2.7. Marina walkways and dock fingers are to be kept completely clear of any personal property, including but not limited to, dinghies & kayaks.
- 2.8. Dock steps must be approved by the Harbormaster. In no case will dock steps be permitted to occupy more than half the width of the dock finger. Nothing may be stored in or under dock steps.
- 2.9. You must obtain the approval of the Harbormaster before performing any boat repair work, **including sanding**, in our boat slips. In-water hull scraping or removal of paint below the water line is prohibited. To provide access to enter the marina for persons or contractors working on your boat, tenant must provide our leasing office with 24 hour written authorization for the person or contractor.
- 2.10. Electrical cords will be inspected for acceptability by the Harbormaster. All cords must be of 3-wire design. 30-amp cords must be made of 10-gauge wire. 50-amp cords must be made of 8-gauge wire. 100-AMP cords must be made of 3-gauge wire.
- 2.11. Use appropriate lines to secure your boat to the dock. Use spring lines to keep your boat from moving fore and aft in the slip. Contact the Harbormaster if you need help with spring lines.
- 2.12. **Sailors:** Please secure your halyards away from your mast so that they don't disturb your neighbors.
- 2.13. Use of wheeled vehicles including, but not limited to, motorcycles, bicycles, skateboards, scooters, or roller skates on marina walkways, ramps or in the parking lots is **prohibited**. Bicycle storage is prohibited at the top of the ramps and any other part of the ramps or docks.
- 2.14. Dock carts are the property of Columbia Crossings, and are for the use of all tenants. Dock carts should be returned to the top of the ramp directly after use. Dock carts are not to be used for commercial purpose. Be considerate of your neighbors.
- 2.15. The use of commercial shopping (Safeway, etc.) carts is absolutely prohibited on Columbia Crossings property, (ramps, docks, walkways, sidewalks, or parking lots). Ramp gates are not to be propped open. Our security systems are in place to protect your property and ours.
- 2.16. **Garbage or other refuse** of any type must always be placed in appropriate containers. It may not be left at your slip or on our walkways. **It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.**
- 2.17. Motor oil may only be disposed of at the approved facilities located at each marina. Please drain oil filters thoroughly prior to disposal.
  - 2.17.1. You must not generate or dispose of any other petroleum products or hazardous materials in, on, or around the premises or the facility.
  - 2.17.2. The burning of petroleum-containing waste, plastics, garbage, or other materials which generate black smoke or noxious fumes is strictly prohibited.
- 2.18. **Sewage** of any kind must **never** be discharged overboard under any circumstances. To empty holding tanks or “porta-a-pots”, boaters shall use the public pump-out facilities provided at our three marinas or other boat pump out facility or shall contract with a licensed pumper boat service. **“Port-a-pots” may never be emptied in any of our restroom facilities.**

- 2.19. Dock Boxes (Tomahawk Bay Only) Tenants are responsible for assigned dock boxes. Dock boxes must be locked or wired shut to prevent damage or loss in strong winds. Unattended dock boxes will be fined \$10.00 per day. If tenant is negligent and the dock box is damaged or is lost in the water tenant is responsible to replace the dock box at tenant's expense. Landlord is not responsible for loss of any items.

### 3. On the Water

- 3.1. Please observe the No Wake Speed Limit in all marinas, subject to a fine. No swimming is permitted in the marinas.

### 4. Parking

- 4.1. **Availability:** While you are using your boat, parking is available on an unreserved basis, except as outlined below.
- 4.2. **Restricted Zones:** The 15-minute parking, reserved parking, and handicapped parking zones are strictly enforced. Vehicles in violation may be towed *at the vehicle owner's expense*.
- 4.3. **Restricted Vehicles:** The following types of vehicles are prohibited in all Columbia Crossings parking areas, and are subject to immediate tow *at the vehicle owner's expense*:
  - 4.3.1. Trailers of all types, motor homes (any size), campers (on or off pickup trucks), trucks larger than full-sized pickups.
  - 4.3.2. Any vehicle which is not currently licensed, has flat tires or is inoperable for any other reason.
  - 4.3.3. Any vehicle parked for more than seven (7) consecutive days without our prior written approval.
  - 4.3.4. Any vehicle otherwise in violation of these Rules and Regulations.
  - 4.3.5. Vehicles are not to be used as storage units.
  - 4.3.6. Columbia Crossings has storage facilities available to rent.
- 4.4. **Restricted Activity:** Overnight camping is prohibited in the parking areas.

### 5. All Columbia Crossings Facilities

- 5.1. Children aged 12 and under must wear a life vest and be accompanied and supervised by adults while in the marina.
- 5.2. **Guests:**
  - 5.2.1. You are responsible for your guests. Rowdiness on the docks, walkways, parking lots or on boats will not be tolerated.
  - 5.2.2. Running on walkways and ramps by any person is not allowed.
  - 5.2.3. Children must be accompanied and supervised by adults while in the moorage. Children 12 and under must wear a life vest.
  - 5.2.4. Persons hired to work on your vessel must have your written permission to have access to your vessel or to enter the moorage area.
- 5.3. **Wildlife:** Feeding the ducks, geese, and other animals in the moorage area, including ramps, docks, walkways, parking lots or common areas is **prohibited**. This activity supports a healthy rodent population.
- 5.4. **Pets:**
  - 5.4.1. Pet owners are fully responsible for the behavior of their pets and any damage caused by them.
  - 5.4.2. Pet owners shall not allow their pets to become a nuisance to others and shall clean up after their pets in all areas. Tenants must obey the Leash & Scoop Law. Excrement left on the property will result in a fine. Continued violation of this rule may result in prohibiting pets from being on the property.
  - 5.4.3. Pets on Hayden Island are under the jurisdiction of Multnomah County Animal Control who are responsible for enforcing the animal statutes for the county. Pets must be registered with MCAC.
  - 5.4.4. Pets must be always on a leash or in a carrier while on the property.
  - 5.4.5. Animals found unattended on the walks will be turned over to Multnomah County Animal Control.
  - 5.4.6. Animals are absolutely prohibited in restrooms and showers.

- 5.5. **Bulletin Boards:** All postings must be approved by the Harbormaster and include the date they were posted. Undated postings will be removed immediately by the Harbormaster.
- 5.6. Smoking is strictly **prohibited** throughout the property. You may smoke on or in your liveaboard residence, but if your smoking activity becomes a nuisance to other tenants or guests, Columbia Crossings reserves the right to prohibit smoking on or in your liveaboard dwelling. "Smoking" shall mean and include inhaling, exhaling, burning or carrying any lighted or smoldering cigarette, cigar, tobacco product, marijuana product, and all similar substances, whether legal or illegal.

**6. Security**

- 6.1. Do not loan, give or attempt to copy any security access cards issued to you.
- 6.2. Security access cards will only be issued to the approved tenant.
- 6.3. You are most important in maintaining a secure moorage.
- 6.4. Keep a watchful eye on suspicious activity.
- 6.5. Do not allow people through the gate, they must have an access card.
- 6.6. Report any criminal or suspicious activity immediately by calling one or more of the following:
  - 6.6.1. Columbia Crossings Security (503) 720-2621
  - 6.6.2. Police non-emergency (503) 823-3333 or Emergency 911
  - 6.6.3. Leasing Office (503) 283-2444

**7. Dock Cart Use**

- 7.1. Dock carts are the property of Columbia Crossings and are for the use of all Tenants.
- 7.2. Dock carts should be returned to the bottom of the ramp directly after use.
- 7.3. Dock carts are not to be used for commercial purposes. Be considerate of your neighbors.

**8. Enforcement**

- 8.1. Each tenant must comply with the terms and conditions of the lease agreement and the Marina Rules and Regulations.
- 8.2. Violations may be reported by other tenants or employees of Columbia Crossings. At the discretion of Columbia Crossings, tenant may be given an opportunity to cure the violation prior to the levying of fines and deactivation of access cards. This schedule below shall be used to determine the amount of fines for violations, and may be levied per occurrence, daily, weekly, or monthly.

Vessels not assigned to the slip	\$10 per day
Unapproved tenants living on their boat	\$25 per day
Non-operable or dirty boats	\$10 per day
Personal property stored on the boat decks	\$10 per day
Personal property stored on the docks	\$10 per day
Non-compliant shore power cords	\$10 per day
Infraction of wheeled vehicle rules	\$10 per day
Propping gate open	\$10 per day
Improper disposal of garbage and other refuse	\$50 per occurrence
Infraction of no wake speed limit	\$50 per occurrence
Pets off leash	\$25 per day
Smoking in prohibited areas	\$10 per occurrence
Dumping or disposing of rubbish, debris, or other items	\$125 per occurrence & cost of removal
Storage of hazardous or dangerous materials	\$125 per occurrence
Any other violation of your lease or rules and regulations	\$25/per occurrence
Subleasing / Short-term rentals	\$50/per occurrence
Noise Violations	\$10/per occurrence
Unapproved repair work (i.e. sanding or painting)	\$50/per occurrence
Unattended Dock Box	\$10/per day
Parking Violations	\$10/per day



# COLUMBIA CROSSINGS

515 NE Tomahawk Island Drive, Portland, OR 97217 | 503.283.2444 | [www.columbiacrossings.com](http://www.columbiacrossings.com)

## BOAT MOORAGE RENTAL AGREEMENT

Today's Date: \_\_\_\_\_ Slip #: \_\_\_\_\_ Slip Size: \_\_\_\_\_ Account # \_\_\_\_\_

### SECTION A. TENANT INFORMATION

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_ Exp.: \_\_\_\_\_

**\*\*A MINIMUM of \$300,000.00 in property liability coverage is required with Columbia Crossings listed as additional interest.**

Driver's License: \_\_\_\_\_ State: \_\_\_\_\_ DOB: \_\_\_\_\_

Vehicle License Plate #: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Personal Email: \_\_\_\_\_ Billing preferences:  Direct Mail  E-statement

WIFI Code: \_\_\_\_\_ Garbage /Dock Cart Code: \_\_\_\_\_

Slip Electricity Required?  Yes  No  Tomahawk Bay must call PGE for electrical service: (503) 228-6322

Jantzen Bay & Hayden Bay (\$12.00 flat fee + usage) PGE Meter Number: \_\_\_\_\_

Note: If answered yes, see Electrical Service Information provided.

### SECTION B. TENANT'S BOAT DESCRIPTION "BOAT"

Boat Type:  Power  Sail  Fishing Hull Material:  Fiberglass  Aluminum

Boat Name: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Registration or USCG #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Hull Number: \_\_\_\_\_

Length Overall ("LOA"): \_\_\_\_\_ ft. \_\_\_\_\_ in. Beam: \_\_\_\_\_ ft. \_\_\_\_\_ in. Note: LOA to be verified by Harbormaster.

How did you hear about us:  CC Tenant  Returning  Website  Signage  Friend \_\_\_\_\_

Broker \_\_\_\_\_  Referred By: \_\_\_\_\_  Other: \_\_\_\_\_

### *Office Use Only*

NOTES: \_\_\_\_\_

ClickPay Invite sent:  Yes  Accounting to send  Declined

Boat Notes  Recurring Set  Active

Registration,  Insurance,  Driver's License

Auto bill  Statement: E-State  Mail

Tenant's Initials \_\_\_\_\_

Leasing Agent's Initials \_\_\_\_\_



**SECTION C. PREMISES DESCRIPTION**

**Assigned Marina:**

\_\_\_ **Hayden Bay:** 201 N Lotus Beach Dr, Portland, OR 97217

\_\_\_ **Jantzen Bay:** 12010 N Jantzen Dr, Portland, OR 97217

\_\_\_ **Tomahawk Bay:** 515 NE Tomahawk Island Dr, Portland, OR 97217

Slip #: \_\_\_\_\_ Slip Size: \_\_\_\_\_ x \_\_\_\_\_

**Type:** \_\_\_ Covered \_\_\_ Uncovered

\_\_\_ Double \_\_\_ Single \_\_\_ End tie \_\_\_ Side tie

Rate \$ \_\_\_\_\_ x Ft \_\_\_\_\_ = \$ \_\_\_\_\_

Rate \$ \_\_\_\_\_ x Ft \_\_\_\_\_ = \$ \_\_\_\_\_

**SECTION D. RENT**

Monthly Rent: \$ \_\_\_\_\_

Added Length: \_\_\_\_\_ ft. x \$ \_\_\_\_\_/ft. \$ \_\_\_\_\_

Monthly Applicable Adjustments: \$ \_\_\_\_\_

Other Monthly Charges: \$ \_\_\_\_\_

**Electrical Charge (\$12 a month + usage)**

**TOTAL MONTHLY RENT:** \$ \_\_\_\_\_

Other Adjustments: \_\_\_\_\_ \$ \_\_\_\_\_

Move In / Commencement Date : \_\_\_\_\_

Pre-set Move Out Date : \_\_\_\_\_

Lease Type : \_\_\_\_\_

**SECTION E. FEES**

Liveaboard <i>(Prior written approval required)</i>	\$150.00/mo.	Access Cards (Maximum 3 cards allowed)	\$15.00/ \$25.00 Each
Frequent Visitor Program	\$130.00/mo.	Late Payment	\$30.00 / space
Dishonored Check/ Returned Payment	\$25.00	Impound Fee	\$100.00
Slip Transfer	\$20.00	Dinghy Storage	\$25.00
Water Pump Out (daily/per occurrence)	\$100.00		

**SECTION F. RECEIPT OF INITIAL PAYMENT(S)**

*Note: These are not deposits and are non-refundable.*

First Full Month's Rent: \_\_\_\_\_ \$ \_\_\_\_\_

M/I Prorate Rent for \_\_\_\_\_ Days \$ \_\_\_\_\_

Access Card(s) \_\_\_\_\_ x \$15 / \$25 \$ \_\_\_\_\_

**Total Due Today:** \$ \_\_\_\_\_

**Total Due on the 1<sup>st</sup>:** \$ \_\_\_\_\_

**Total Paid Today:** \$ \_\_\_\_\_

**SECTION G. ASSIGNMENT OF ACCESS CARDS**

	<b>N</b>	<b>E</b>	<b>G</b>
(1) _____	[ ]	[ ]	[ ]
(2) _____	[ ]	[ ]	[ ]
(3) _____	[ ]	[ ]	[ ]

**Online Payments:**

[www.Clickpay.com/Columbiacrossings](http://www.Clickpay.com/Columbiacrossings)

Account in Clickpay is your slip number.

**Ex: TB-0A00**

(See section C for street address and slip number)



# COLUMBIA CROSSINGS

## Authorization for Automatic Payments

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Space #: \_\_\_\_\_

<b>CREDIT / DEBIT CARD:</b> Card Type: Visa _____ MC _____ Disc _____ AMEX _____ Name on Card: _____ Billing Address: _____ City: _____, State: _____, Zip: _____ Card Number: _____ Exp Date: _____ CCV # _____ <small>(3 or 4 digits on back of the card)</small>	<table border="1"> <thead> <tr> <th>PAYMENT METHOD</th> <th>FEES</th> </tr> </thead> <tbody> <tr> <td>eCheck (ACH) / Checking Account</td> <td>FREE</td> </tr> <tr> <td>AMEX</td> <td>2.99 %</td> </tr> <tr> <td>Discover / Discover Debit</td> <td>2.99 %</td> </tr> </tbody> </table>	PAYMENT METHOD	FEES	eCheck (ACH) / Checking Account	FREE	AMEX	2.99 %	Discover / Discover Debit	2.99 %
PAYMENT METHOD	FEES								
eCheck (ACH) / Checking Account	FREE								
AMEX	2.99 %								
Discover / Discover Debit	2.99 %								
<b>BANK ACCOUNT (ACH): No Service Fee</b> Account Type: Checking _____ Savings _____ Name(s): _____ Bank Name: _____ Routing #: _____ Account #: _____	<table border="1"> <tbody> <tr> <td>Mastercard / Mastercard Debit</td> <td>2.99 %</td> </tr> <tr> <td>Visa / Visa Debit</td> <td>\$ 10.00</td> </tr> <tr> <td colspan="2">Flat fee with \$890.00 limit per transaction</td> </tr> </tbody> </table>	Mastercard / Mastercard Debit	2.99 %	Visa / Visa Debit	\$ 10.00	Flat fee with \$890.00 limit per transaction			
Mastercard / Mastercard Debit	2.99 %								
Visa / Visa Debit	\$ 10.00								
Flat fee with \$890.00 limit per transaction									
<b>Please Choose One:</b> <input type="checkbox"/> Monthly Autopay <input type="checkbox"/> Update Autopay <input type="checkbox"/> One Time Payment <input type="checkbox"/> Decline									

\*\*All payments are processed the 1st of the month

\*\*Foreign Transaction Fee: An additional 1.00% fee applies when using an international credit card.

\*\*Minimum Card Fee: Card Transactions will be subject to a minimum fee of \$3.00 when using a Credit Card.

\*\*An additional \$20.00 will be added to the full rent amount if using electric service. This will be adjusted based on usage.

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Columbia Crossings in writing of any changes in my account information or termination of this authorization at least 10 days prior to the next billing date. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that Columbia Crossings LLC will add an additional \$25.00 charge for each returned NSF payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# COLUMBIA CROSSINGS

515 NE Tomahawk Island Drive, Portland, OR | 503.283.2444 | [www.columbiacrossings.com](http://www.columbiacrossings.com)

## SEASONAL SPECIAL FOR BOAT MOORAGE RENTAL AGREEMENT

Date: \_\_\_\_\_ Slip # \_\_\_\_\_ Account # \_\_\_\_\_

Columbia Crossings boat moorage leases are month-to-month to offer our tenants maximum flexibility.

We offer the following specials to boat moorage tenants at our three marinas:

- 1) After **five months**, all new boating tenants automatically get the **sixth month free**.
- 2) After **nine months**, all new boating tenants automatically receive the **tenth month free**.

Please select from the following two options:

**Standard Slip Rental:**

Our standard monthly rates, with the 6<sup>th</sup> and 10<sup>th</sup> month free.

Tenant will receive two (2) months free rent for the months of \_\_\_\_\_ and \_\_\_\_\_.

(This discount excludes all other applicable monthly fees).

**Seasonal Slip Rental:** (Only applicable to boats 30' and under.)

Our standard monthly rates, with the 6<sup>th</sup> and 10<sup>th</sup> month free.

Tenant will receive two (2) months free rent for the months of \_\_\_\_\_ and \_\_\_\_\_.

During the fall and winter (from October 1<sup>st</sup> to March 31<sup>st</sup>) lease charges are reduced to **\$18.00/month** if the boat has vacated the slip.

On April 1<sup>st</sup>, full moorage access is automatically restored to the slip until the end of September and standard rates will apply.\*

*\*This eliminates the burden of vacating and re-leasing slips at the beginning and end of the season for our seasonal tenants. In addition, the option guarantees continued availability of the selected slip. The following conditions apply:*

- The period of reduced rent commences either October 1 or November 1 depending on when the slip is vacated.
- The tenant's access card will not be operational during the period of reduced rent, and the slip will remain unoccupied.
- If the tenant desires, they may utilize their slip during the off-season, and standard monthly moorage rates will apply. Just let us know and our leasing team will promptly re-activate full access.
- Tenants may give notice to terminate a Seasonal Slip Rental at any time, written notice to vacate must be received on or before the fifteenth (15th) day of the month in which tenant will be vacating. Any notifications received after the fifteenth (15th) of the month will result in the vacate date to be the last day of the following month.

BY EXECUTING THIS ADDENDUM, TENANT ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS DOCUMENT.

TENANT: \_\_\_\_\_

(Signature)

LANDLORD: COLUMBIA CROSSINGS, LLC

\_\_\_\_\_  
(Print Full Name)

BY: \_\_\_\_\_

Leasing Agent

## BOAT MOORAGE RENTAL AGREEMENT

The owner of the moorage specified in Section C above ("Moorage"), Columbia Crossings, LLC, a Washington limited liability company ("Landlord"), hereby rents to the tenant(s) identified in Section A above ("Tenant"), and Tenant hereby rents from Landlord, the rental space (the "Premises") specified in Section C above, which is located in the Moorage, for consideration of the payment of rent and on the terms and conditions set forth in this Boat Moorage Rental Agreement ("Agreement"):

1. **TENANT'S REPRESENTATIONS:** Tenant represents and warrants to Landlord that the information provided in Sections A and B above is true and complete as of the date hereof. Tenant shall promptly notify Landlord of any subsequent changes in such information during the term of this Agreement. Tenant hereby grants Landlord Tenant's permission to independently verify the accuracy of all information contained in Sections A and B above and correct any inaccurate or incomplete information including any adjustment to the monthly rent rate due to the actual measured Length Overall ("LOA") of the Boat.
2. **POSSESSION; ACCEPTANCE OF PREMISES:** Upon taking possession of the Premises, the Tenant shall be deemed to have inspected the Premises and to have agreed that it is satisfactory for all Tenants' purposes, including, without limitation, safety and security. Tenant takes such Premises "AS IS" without representations or warranties of any kind, character or nature, express or implied, by Landlord, its agents or employees.
3. **TERM:** The rental term shall begin on the Commencement Date set forth in Section D ("Commencement Date") above and will continue until terminated as provided by this Agreement or applicable law, except that if an expiration date of the rental term is set forth in Section D ("Expiration Date") above, the rental term shall terminate on such date and Tenant shall vacate the Premises no later than such date without any further notice from Landlord to vacate. If an expiration date of the rental term is set forth in Section D ("Expiration Date") above and Tenant has not vacated the space on the Expiration Date, the Agreement shall continue on a month-to-month basis. The minimum term of this Agreement shall be one calendar month unless it is terminated by Landlord as set forth in Sections 15.(b), 15.(c), or 15.(d) below.
4. **RENT:** Tenant shall pay Landlord monthly rent in the amount set forth in Section D above, subject to adjustment as set forth below, in advance on or before the first day of each month at the address of Landlord set forth above or at such other address as may be designated in writing by Landlord, except that Tenant shall pay the rent for the first month of the term of this Agreement upon execution of this Agreement. In the event apportionment of rent is necessary for a partial month, rent shall be prorated on a day-to-day basis with the monthly rent multiplied by the number of days in the partial month and divided by the total number of days in that calendar month. All sums received shall first be credited to fees and other charges, as Landlord may select, then to rent. The amount of the monthly rent and other charges payable under this Agreement may be increased by Landlord from time to time during the term of this Agreement by giving Tenant thirty (30) days advance notice of the increase. This Agreement shall be deemed amended to incorporate the new terms with respect to rent and other charges after such an increase.
5. **ADDITIONAL FEES:**
  - (a) **Late Payment:** If rent is not received by Landlord by the close of business on the seventh (7th) day of the same month it is due, Tenant shall pay Landlord a late payment charge in the amount shown in Section E above, subject to adjustment in Section 4 above. Tenant and Landlord agree that this late payment charge will be liquidated damages for the expenses incurred by Landlord with respect to such late payment.
  - (b) **Fee for Dishonored Check:** Tenant shall pay Landlord a fee in the amount of the sum set forth in Section E above, subject to adjustment as set forth in Section 4 above, for each check paid by Tenant to Landlord that is not honored by the bank. Thereafter, on Landlord's demand, all future payments by Tenant to Landlord must be made by cash, cashier's check or money order.
  - (c) **Utility Charges:** Tenant shall be responsible for payment to the provider thereof before delinquency of the applicable charges for water, electricity, and any other utility connection from the utility's point of presence to Tenant's Boat (as defined in Section 6 below) and electricity, water, and any other utility service to the extent that such utility service is separately metered to the Premises, except that if Landlord is the recipient of an invoice for any such separately metered utility service, Tenant shall pay Landlord rather than the provider of such service within ten (10) days of Landlord's delivery of an invoice to Tenant for all charges incurred by Landlord for such utility services. Landlord may arrange for the provision of electricity, water or other utility services to be separately metered to the Premises, in which event Tenant shall pay the charges for such services before delinquency to the provider thereof or Landlord, as the case may be. Any interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and obligations under this Agreement. Notwithstanding anything to the contrary herein, electricity, water or other utility services may not be available to the Premises, and nothing herein shall be deemed to obligate Landlord to provide any such utility service.
  - (d) **Interest:** Whenever any sum payable to Landlord under this Agreement is not paid when due, it shall bear interest from the due date until paid at the lesser of eighteen percent (18%) per annum or the maximum interest rate legally payable.

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- (e) **Cut Chain Fee:** Tenant shall not cut or otherwise damage any chain or padlock installed by Landlord on Tenant's Boat as a result of Tenant's default under this Agreement. If Tenant violates this obligation, Tenant shall pay Landlord a fee in the amount of the sum set forth in Section E above for each chain or padlock cut or damaged by Tenant. Tenant and Landlord agree that this sum will be liquidated damages for the expenses incurred by Landlord with respect to a cut or damaged chain or padlock.
6. **USE:** Tenant shall use the Premises only for mooring Tenant's boat identified in Section B above, and for no other purpose, including, without limitation, commercial or residential purposes, without Landlord's prior written consent. Such consent may be withheld in Landlord's sole discretion
7. **COMPLIANCE WITH LAWS:** Tenant shall abide by all laws, rules and regulations of any public authority applicable to the use or occupancy of the Premises. Tenant shall notify Landlord in the event Tenant observes or learns of a suspicious or illegal act occurring within the Moorage.
8. **ABANDONMENT OF PREMISES:** If Tenant abandons the Premises, Landlord may accept such abandonment as a surrender of the leasehold, and this Agreement may at Landlord's option be deemed to have been terminated on the date of such abandonment. Any claims Landlord may have against Tenant hereunder existing on or before the date of abandonment shall survive such termination.
9. **TENANT OBLIGATIONS:** Tenant agrees to:
- (a) Keep all areas of the Premises under control of Tenant in every part clean, sanitary and free from all accumulations of debris, filth, rubbish, and garbage.
  - (b) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or Moorage or knowingly permit any person to do so.
  - (c) Not disturb the neighbors' peaceful enjoyment of the Moorage or otherwise annoy, obstruct or interfere with the rights of other tenants of the Moorage nor create any nuisance or allow any objectionable fumes, noises, liquids or vibrations to be emitted from the Premises.
  - (d) Notify Landlord in writing of any fire, damage, accident or casualty or any condition in the Premises or the Moorage needing maintenance or repair immediately after learning of such condition.
  - (e) Not conduct any activities that will increase Landlord's insurance rates for any portion of the Moorage or that will in any manner degrade or damage the reputation of the Moorage.
  - (f) Not cause or permit the storage, use, generation, or disposition of any explosives, highly flammable materials, hazardous or toxic materials or petroleum products in, on, or about the Premises or the Moorage by Tenant or Tenant's guests.
  - (g) Maintain in good repair any utility lines, ducts, or connections from the Moorage walkway into and within Tenant's Boat, promptly commence restoration or repair of any damage thereto and diligently pursue the repair or restoration until it is complete.
  - (h) Not store any personal property outside the Tenant's Boat; and
  - (i) Keep all entryways and doors to the Moorage locked at all times and not duplicate any security cards or keys.
10. **RULES AND REGULATIONS:** Tenant shall, and shall cause all guests of Tenant to, comply with the rules and regulations applicable to the Moorage as such rules and regulations may be changed by Landlord from time to time (the "Rules"). A copy of the Rules applicable to the Moorage as of the commencement date of this Agreement is attached hereto and incorporated herein by reference. Landlord shall give Tenant notice of any proposed change in the Rules at least fifteen (15) days before they are intended to take effect, and all changes in the Rules as to which Landlord has given Tenant such notice shall be effective on the date specified in such notice by Landlord. Violation of the Rules shall constitute a breach of this Agreement which may cause eviction, subject to the provisions set forth below. Tenant acknowledges and agrees, however, that Landlord is not obligated to Tenant to enforce compliance of any person with the Rules or any other obligations, limitations, or restrictions, and Landlord's failure to enforce compliance against other persons shall not be a defense to any action against Tenant.
11. **ALTERATIONS TO PREMISES:** Tenant is not required or permitted to make any alterations, modifications, or improvements to the Premises, including, without limitation, any utilities serving the Premises, without the prior written approval of Landlord, which may be withheld in Landlord's sole discretion. Tenant shall not allow any liens to attach to the Moorage or Tenant's interest in the Premises as a result of Tenant's activities.
12. **ASSIGNMENT/SUBLEASE/SALE OF BOAT:** This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns; provided that Tenant shall not assign this Agreement, by operation of law or otherwise, nor sublet all or any portion of the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. **In addition, Tenant shall not sell Tenant's Boat to a person or entity who intends to leave Tenant's Boat at the**

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Premises without first obtaining Landlord's prior written acceptance of Tenant's purchaser as a tenant. Any such consent by Landlord shall not release Tenant from any of Tenant's obligations hereunder or be deemed to be a consent to any subsequent assignment, subletting, occupation or use by any other person. Tenant further agrees that the instrument by which any assignment or subletting consented to by Landlord is accomplished shall expressly provide that the assignee or subtenant will perform and observe all the agreements, covenants, conditions and provisions to be performed and observed by Tenant under this Agreement as and when performance and observance is due and that Landlord will have the right to enforce such agreements, covenants, conditions, and provisions directly against such assignee or subtenant. Tenant shall in all cases remain responsible for the performance by any subtenant of all such agreements, covenants, conditions, and provisions. Any assignment or subletting without an instrument containing the foregoing provision shall be void and shall, at the option of Landlord, constitute a default that entitles Landlord to terminate this Agreement and to exercise its other rights and remedies for such default.

Tenant's Initial on Sale of Boat Policy: \_\_\_\_\_

### 13. LOSS OR DAMAGE:

- (a) **Non-responsibility:** Tenant acknowledges and agrees that by renting the Premises to Tenant, Landlord is renting space for Tenant's self-service use and is not a bailor or warehouse in the business of storing goods for hire. Landlord shall not be responsible for any loss or damage to the property of any person or entity occurring on the Premises or at the Moorage, nor for any injury to any person on the Premises or at the Moorage, including, without limitation, such loss, damage, death or injury caused by Landlord's negligence.
- (b) **Release and Indemnity:** To the fullest extent permitted by law, Tenant hereby releases and shall indemnify, defend and hold Landlord harmless from any and all loss, damage, liability, cost, expense or attorneys' fees resulting in any way from the use or occupancy of the Premises or the Moorage or any breach of this Agreement or the Rules by Tenant, Tenant's family or any guests, agents, employees or subtenants of Tenant, including, without limitation, when caused by Landlord's negligence. The obligations arising under this Section 13(b) shall survive the expiration or termination of this Agreement.

14. **AGENT FOR SERVICE OF PROCESS:** The name of the entity to receive service of process on behalf of Landlord is Teutsch Partners LLC, 2001 Western Avenue, Suite 330, Seattle, Washington 98121.

### 15. TERMINATION OF AGREEMENT:

- (a) **Without Cause:** Landlord or Tenant may terminate this Agreement on the last day of the month by giving the other party, hereto, notice in writing, received on or before the fifteen (15th) day of the month in which they will be vacating. Any notification received after the 15th of the month will result in the Agreement termination date to be the last day of the following month. Provided that this subsection shall be inapplicable if an expiration date for the rental term is set forth in Section D of the Agreement.

Tenant's Initial on Termination Policy: \_\_\_\_\_

- (b) **Nonpayment of Rent:** If Tenant fails to pay rent or any other sum due under this Agreement within seven (7) days of its due date, Landlord may terminate this Agreement immediately and seek possession of the Premises in the manner provided by law.
- (c) **Violations by Tenant:** Landlord may terminate this Agreement by giving Tenant no less than five (5) days' notice in writing before the date designated in the notice for termination if Tenant: (i) breaches this Agreement, (ii) violates a law or ordinance which relates to Tenant's use or occupancy of the Premises or (iii) violates any of the Rules.
- (d) **Immediate Termination:** After giving twenty-four (24) hours' written notice to Tenant specifying the cause, Landlord may immediately terminate this Agreement upon the occurrence of any of the following events: (i) Tenant, someone in Tenant's control or Tenant's pet seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon Landlord or other tenants of the Moorage; (ii) Tenant or someone in Tenant's control intentionally inflicts any substantial damage to the Premises or the Moorage; (iii) Tenant has vacated the Premises, the person in possession is holding contrary to the provision of this Agreement that prohibits subleasing the Premises to another or allowing another person to occupy the Premises without the written permission of Landlord, and Landlord has not knowingly accepted rent from the person in possession; (iv) Tenant or someone in Tenant's control commits any act which is outrageous in the extreme; (v) Tenant or someone in Tenant's control commits an act which results in (1) Landlord receiving notice, under any state statute or local ordinance, of drug manufacturing or delivery, gambling or prostitution activity at the Moorage or (2) a judgment against the Moorage under ORS Chapter 465; or (vi) Tenant's violation of the requirements of Section 6 or 9(f) above.
- (e) **Destruction or Condemnation of Premises:** In the event that the Premises are rendered unusable by fire or other casualty or are taken by, or under the threat of, eminent domain, this Agreement shall terminate as of the date of the casualty or taking. All

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eminent domain proceeds shall belong to Landlord, and Tenant shall have no claim against Landlord or the eminent domain award because of any taking.

16. **DEFAULT; ATTORNEYS' FEES:** If either party defaults in any of its obligations under this Agreement, the other party shall be entitled to exercise any and all rights and remedies which are provided for at law or in equity, including, without limitation, recovery of damages for which the other party may be liable under applicable law notwithstanding any termination of this Agreement. In addition, in the event of such a default by Tenant, Landlord shall have a lien on Tenant's Boat and its contents. In any action to enforce the terms of this Agreement and in any appeal thereof, reasonable attorneys' fees, costs and necessary disbursements shall be awarded to the prevailing party. In addition to any rent or other charges for which Tenant may be obligated to Landlord hereunder, Tenant shall pay to Landlord all costs, expenses and attorneys' fees incurred by Landlord in moving or storing Tenant's Boat and its contents as authorized under applicable law or judicial determination, together with the attorneys' fees and costs incurred by Landlord in conducting sale proceedings or otherwise disposing of Tenant's Boat and its contents according to applicable law. Tenant shall also be obligated to pay Landlord's attorneys' fees, costs and necessary disbursements in connection with any efforts undertaken by Landlord to enforce the terms of this Agreement even though no judicial action is instituted.
17. **SURRENDER:** Tenant shall surrender any keys to the Moorage and deliver possession of the Premises to Landlord upon termination of this Agreement in the same condition as at the commencement of the rental term, ordinary wear and tear excepted. The tenant shall remove Tenant's Boat, all of Tenant's personal property and any debris caused by the removal of Tenant's Boat and personal property and shall repair all damage resulting from such removal. Failure to remove such property shall constitute an abandonment of the property, and Landlord may retain or dispose of any such property in any manner permitted by law.
18. **HOLDING OVER:** If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (a) to treat Tenant as a temporary Tenant, subject to the provisions of this Agreement **only until the 10<sup>th</sup> of the month immediately following the month in which the rental agreement terminated**, except that rent shall be \$15.00 (Fifteen Dollars with 00/100) per day plus any additional electrical or miscellaneous charges incurred by the Tenant. If Tenant fails to vacate by the 10th of the month, Landlord will deem such action as an agreement to continue treating the Tenant as a tenant from month to month at the current monthly market rate; or (b) to eject Tenant from the Premises and recover damages caused by wrongful holdover and all damages incurred by Landlord in moving and/or storing Tenant's Boat and its contents, including, without limitation, reasonable storage and moving charges, attorneys' fees and other costs and expenses incurred by Landlord to obtain possession of the Premises. The obligations arising under this Section 18 shall survive the expiration or termination of this Agreement.
19. **SUBORDINATION:** This Agreement and any extensions or renewals hereof shall be subject and subordinate to any mortgages, deeds of trust, land sale contracts, submerged land leases or ground leases now or hereafter existing against the Moorage. This paragraph shall be self-operative, and no further instruments of subordination shall be required; provided, however, that Tenant shall, upon Landlord's request, execute instruments of subordination from time to time. Notwithstanding the foregoing, in the event of foreclosure of any such mortgage, trust deed, or other security instrument that is executed after the date hereof, or of any other action or proceeding for the enforcement thereof, this Agreement shall not be terminated, nor will the rights and possession of Tenant hereunder be disturbed, if Tenant is not then in default in the payment of rent or other sums or otherwise in default under this Agreement. If the Moorage is sold as the result of foreclosure or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee.
20. **SEVERABILITY:** If any provision of this Agreement or the Rules or any policy of the Moorage is held illegal under applicable federal, state, or local law, said provision shall be deemed null and void from the date of such determination and Landlord shall not enforce it after receiving adequate and authoritative notice. Tenant agrees not to seek recovery of damages from Landlord for attempting to enforce such provision or policy in good faith prior to receiving such notice.
21. **NOTICES:** Where written notices required by law are given to terminate this Agreement, the tenancy terminates on the day designated in the notice of termination, without regard to the expiration of the period for which rent is to be paid. Except as otherwise expressly provided in this Agreement, any written notices or demands required or permitted to be given under this Agreement may be served by personal delivery, by being posted in a conspicuous place on the Premises, or by being deposited in the United States mail, first class, postage prepaid, addressed to the party to be served at the address provided for in this Agreement or such other address as either party may from time to time hereafter designate by notice given in accordance with this Section 21, or in any other manner provided by law. Service of any such mailed notice or demand shall be deemed to have been completed three (3) days after the date of deposit in the mail.
22. **NONWAIVER:** Landlord and Tenant agree that forbearance by Landlord to enforce its rights pursuant to this Agreement, at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent

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Leasing Agent's Initials \_\_\_\_\_

