



# COLUMBIA CROSSINGS

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

## FLOATING HOME MARINA RENTAL AGREEMENT

Today's Date: \_\_\_\_\_ Premises slip # \_\_\_\_\_ Account # \_\_\_\_\_

### SECTION A. TENANT INFORMATION

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

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

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

Email: \_\_\_\_\_ Billing preference: E-statement \_\_\_\_\_ Direct Mail \_\_\_\_\_

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

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

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

Additional Occupants \_\_\_\_\_

### SECTION B. TENANT'S FLOATING HOME INFORMATION

Registration #: \_\_\_\_\_ Copy of Floating Home Title Received \_\_\_\_\_

Holder of Lien or Security Interest: \_\_\_\_\_

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

### SECTION C. PREMISES DESCRIPTION

Marina Name: Jantzen Bay Marina \_\_\_\_\_ Island Cove Marina \_\_\_\_\_

Address of Premises: \_\_\_\_\_

Premises Width (ft): \_\_\_\_\_ Inside slip \_\_\_\_\_ Outside slip \_\_\_\_\_

Approximate Size of Tenant's Home (Float): \_\_\_\_\_

See Exhibit A for Location of Tenant's Home in Premises.

Access Card #s: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

### SECTION D. TERM & RENT

Move-in Date: \_\_\_\_\_

Term: from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ at 11:59 p.m.

MONTHLY RENT: \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_

MONTHLY RENT: \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_



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## **SECTION E. RECAP OF ASSESSED FEES**

Late Payment: 5% of the amount of late rent. Dishonored Check: \$25.00 per check: Replacement Access Card: \$15.00/25.00 each.

**Fees for Noncompliance After Warning:** Landlord may charge Tenant a fee for a second noncompliance or for a subsequent noncompliance with any written rule or policy that describes the prohibited conduct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that occurs within one (1) year after a written warning notice described has been given. This fee may not exceed \$50 for the second noncompliance within (1) year after the warning notice for the same or a similar noncompliance or \$50+5 percent of the rent payment for the current rental period for a third or subsequent noncompliance within one year after the warning notice for the same or a similar noncompliance. Fees under this section shall be assessed for the following types of noncompliance:

- i. The late payment of a utility or service charge that the Tenant owes the Landlord as described in ORS 90.315.
- ii. Failure to clean up pet waste from a part of the premises other than the dwelling unit;
- iii. Failure to clean up garbage, rubbish and other waste from a part of the premises other than the dwelling unit;
- iv. Parking violations;
- v. The improper use of vehicles within the premises;
- vi. Smoking in a clearly designated non-smoking unit or area of the premises; or
- vii. Keeping on the premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405.

**For additional fees and deposits, see Section 5.**

## **SECTION F. TENANT ACKNOWLEDGEMENT**

*I have received and read all of the Columbia Crossings Statement of Policy & Rules & Regulations.* \_\_\_\_\_

*I understand and agree to all of the fees which can be assessed as described in Section E above.* \_\_\_\_\_

## **SECTION G. RECEIPT OF INITIAL PAYMENT(S)**

*First Month's Rent:* \_\_\_\_\_

*Security Deposit* \_\_\_\_\_

*Access Card(s):* \_\_\_\_\_

*Other:* \_\_\_\_\_

**Leasing Agent:** \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

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

**Online and Auto-pay options are available at: [www.Clickpay.com/Columbia Crossings](http://www.Clickpay.com/Columbia Crossings)**

## **FLOATING HOME MARINA RENTAL AGREEMENT**

The owner of the Marina specified in Section C above ("Marina"), Columbia Crossings, L.L.C., 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" or the "Premises"), as specified in Section C above, which is located in the Marina as set forth in Section C above. The Tenants floating home (Tenant's Home) has the approximate size identified in Section C above, on the terms and conditions set forth in this Floating Home Rental Agreement ("Agreement"):

1. **TENANTS REPRESENTATIONS:** Tenant represents and warrants to Landlord that the information provided by Tenant 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 permission to independently verify the accuracy of all information contained in Sections A and B above. Landlord and Tenant agree that certain provisions of this Agreement apply to Tenant only if Tenant is a person who owns and occupies as a residence a floating home in the Marina ("Owner Occupant").
2. **POSSESSION; ACCEPTANCE OF PREMISES:** Landlord shall deliver possession of the Premises to Tenant on the commencement date of the rental term identified in Section D above. If Tenant's home (as defined in Section B above) is not already situated in the Premises, Tenant shall tow Tenant's Home to the moorage area on such day but shall not maneuver Tenant's



Home into the Premises except after having given Landlord at least three (3) business days written advance notice; also, movement of Tenant's Home in the premises shall only be by licensed, bonded contractors and under the direction of Landlord. Tenant shall accept delivery of possession and cooperate fully to complete delivery in a timely fashion on said day. If for any reason Landlord cannot deliver possession on said day, this Agreement shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom; provided, however, that if Landlord's failure to deliver possession was not caused in any way by Tenant, there shall be an abatement of rent for the period between such day and the date when Landlord delivers possession to Tenant. Upon taking possession of the Premises, Tenant shall be deemed to have inspected the Premises and to have agreed that it is satisfactory for all Tenant's purposes, including safety and security. Tenant takes such Premises in "AS IS" condition and without representations or warranties of any kind, character or nature, by Landlord, its agents or employees. Tenant agrees to pay rent for the Premises even if it is empty, pending installation of Tenant's Home.

3. **TERM:** The rental term shall begin on the date set forth in Section D above and, the rental term shall terminate on such date set forth in Section D above and Tenant shall vacate the Premises no later than such date without any further notice from Landlord to vacate if landlord has previously complied with ORS 90.545 and tenant has not.
4. **RENT:**
  - (a) **Payment Terms:** Tenant shall pay Landlord monthly rent in the amount set forth in Section D above, subject to adjustment as set forth in Section 4(b) below, in advance and on or before the first (1<sup>st</sup>) day of the month for which it is due, without offset or demand, at the moorage office address of Landlord set forth above or at such other address as may be designated in writing by Landlord. 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 twelve months and divided by 365 days. All sums received shall first be credited to fees and other charges owed, as Landlord may select, then to rent.
  - (b) **Adjustment of Rent or Other Charges:** The amount of the monthly base rent may be increased by Landlord from time to time during the term of this Agreement, and Tenant shall pay such increased monthly rent and charges, if Landlord (i) gives Tenant written notice at least ninety (90) days prior to the effective date of the increase specifying the amount of the increase, the amount of the new rent or charges and the date on which the increase becomes effective; (ii) limits rent increases to 7% of the pre-existing base rent plus any increase in the consumer price index, as allowed by law; (iii) does so no more frequently than once every twelve (12) months' and (iv) otherwise complies with all applicable requirements imposed by law with respect to such increase. This Agreement shall be deemed amended to reflect adjusted rent and after each such increase. Other charges such as late fees may also be adjusted with advance notice to Tenant, as allowed by law.
5. **ADDITIONAL FEES AND DEPOSITS:**
  - (a) **Late Payment Charge:** If rent due from Tenant is not received by Landlord by the close of business on the seventh (7<sup>th</sup>) day of the month for which it is due, Tenant shall pay Landlord a late payment charge of five percent (5%) of the amount of the late rent and/or other charges. A separate late payment charge for each month rent is tendered late shall be assessed.
  - (b) **Security Deposit:** Tenant shall give to Landlord upon execution of this Agreement the sum set forth in Section G above as a deposit to secure the performance of this Agreement ("Security Deposit"). Landlord may apply the Security Deposit to pay the cost of remedying Tenant's default in the performance of this Agreement or repairing damages to the Premises caused by Tenant, excluding ordinary wear and tear, but such application by Landlord shall not be the exclusive remedy for Tenant's default. Landlord reserves the right to require replenishment of the Security Deposit by Tenant as allowed by law. Within thirty-one (31) days after termination of this Agreement and delivery of possession of the Premises to Landlord, or at a later point in time as allowed by law, Landlord shall give to Tenant a written statement of the items deducted by Landlord from the Security Deposit and shall return to Tenant any portion of the Security Deposit not so deducted.
  - (c) **Fee for Dishonored Check:** Tenant shall pay Landlord a fee in the amount of the sum set forth in Section E above, plus any additional charges assessed by Landlord's bank, subject to adjustment as set forth in Section 4(b) 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.
  - (d) **Utility Charges:** Tenant shall be responsible for payment to the provider thereof all applicable charges for sewer, water, gas, electricity, telephone, internet and any other utility connection from the utility's point of connection to Tenant's Home. Tenant shall pay for gas, electricity, water, sewage disposal, telephone and any other utility service to the extent that such utility service is separately metered to the Premises. Water and sewage disposal services are not currently separately measured and charged, but are contained within the base rent. However, Landlord reserves the right to convert water and sewer billing from the rent included method to either the pro-rata or the submetered method, per ORS 90.574 at a later date. This sum may be adjusted by Landlord from time to time in the manner set forth in Section 4(b) above. If Landlord arrange for the provision of water and sewage disposal services to be separately metered to the Premises, Tenant shall then pay the charges for such services to the



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provider thereof or to the Landlord, as the case may be. Any interruption of services or utilities that was not caused by the gross negligence or willful misconduct of Landlord shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Agreement.

- (e) **Governmental Installation Fees:** The installation fees which are imposed by governmental agencies on Tenant as of the date of this Agreement may be identified by contacting the applicable agencies. Any known government installation fees are set forth in the Marina Statement of Policy.
  - (f) **Early Termination Fee:** As this Rental Agreement is a fixed-term lease, the parties further agree that there **IS** an additional fee to be assessed against Tenant for abandonment or relinquishment of the dwelling unit during the fixed term tenancy without cause. If such a fee is to be assessed, the fee shall not exceed one- and one-half times the then-current monthly base rent. However, no fee shall be assessed if the Tenant's abandonment or relinquishment is pursuant to ORS 90.453 (2), 90.472 or 90.475.
6. **USE:** Tenant shall use the Premises only for mooring Tenant's Home which has the registration number identified in Section B above ("Tenant's Home"), which shall be used only for a dwelling unit for the persons specified in Section B above and for no other purpose without Landlord's prior written consent. Related uses, including, without limitation, boat moorage may be controlled or prohibited by Landlord in accordance with the Rules (as defined in Section 11 below). Unless otherwise permitted by Landlord, in advance and in writing, at least one owner shown on title for the home with the Oregon Marine Board must reside in the home. Commercial (or "for profit") enterprises (except short term rentals per section 14.b.i below) are permitted at the facility so long as (1) all City, County, State and other applicable laws are followed and are permitted under the Facilities lease with the Department of State Lands (2) business liability insurance is maintained for the Premises naming Columbia Crossings as additional insured; (3) no nuisance or disturbance of any kind is generated by the activity; and (4) the Marina parking area shall not be used for client or business parking.
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, including, without limitation, all zoning requirements, the floating structures code and the Portland Housing Code. This includes all state and federal laws, including but not limited to compliance with federal laws regulating marijuana production and use. In addition, Tenant shall not allow the Premises to be used for the manufacturing or delivery of controlled substances, gambling or prostitution and shall notify Landlord in the event Tenant observes or learns of a suspicious or illegal act occurring within the Marina.
8. **ABANDONMENT OF PREMISES:** Tenant shall notify Landlord of any anticipated extended absence from the Premises in excess of thirty (30) days no later than the first day of the extended absence; or as otherwise allowed by law; . If Tenant fails to give Landlord such written notice, at Landlord's option on the 31st day of Tenant's extended absence, Landlord may consider the Premises to be abandoned by Tenant. 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. **MARINA CLASSIFICATION:** As of the date of this Agreement, for purposes of the federal fair-housing regulations, the Marina is classified as a family Marina allowing residents of all ages.
10. **TENANT OBLIGATIONS:** Tenant agrees to each of the following:
- (a) To keep all exterior areas and approved accessory structures areas of Tenant's Home and the Premises under control of Tenant clean, sanitary and free from all accumulations of debris, filth, rubbish and garbage as the condition of the Premises permits;
  - (b) To dispose from Tenant's Home and the premises all ashes, garbage, rubbish and other waste in a clean, safe and legal manner;
  - (c) To not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or knowingly permit any person to do so;
  - (d) To conduct himself or herself and require other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the Premises or otherwise annoy, obstruct or interfere or interfere with the rights of other tenants of the Marina nor create any nuisance or allow any objectionable fumes, noises or vibrations to be emitted from the Premises;
  - (e) To not keep in Tenant's Home or on the Premises any animal or pet without Landlord's prior written consent except as otherwise permitted in the Rules;



- (f) To notify Landlord in writing of any fire, damage, accident or of casualty or any condition in the Premises or the Marina needing maintenance or repair immediately after learning of such condition;
  - (g) To notify Landlord in writing of the name of the holder of any lien on Tenant's Home upon execution of this Agreement or within ten (10) days after creation of any new lien following the commencement date of this Agreement;
  - (h) To repair and maintain the exterior of Tenant's Home in a neat, clean and attractive appearance at all times and in accordance with the Rules;
  - (i) **MAXIMUM DEPTH OF FLOATATION:** The maximum depth of floatation used anywhere on the rented Premises shall be six (6) feet below the water level. Tenant's shall not add, replace or install floatation to the underside of Tenant's floating home without first obtaining (1) a certified marine / diver inspection confirming the existing draft (or distance from water surface to the bottom of existing and proposed floatation); the maximum draft may not exceed six (6) feet below the water line and (2) prior written permission of Landlord for the proposed additional or replacement floatation.
  - (j) To not conduct any activity that will increase Landlord's insurance rate for any portion of the Marina or that will in any manner degrade or damage the reputation of the Marina;
  - (k) To not cause or permit the storage, use, generation, disposition or disposal into the river of any hazardous material or petroleum product in, on, or about the Premises or the Marina by Tenant or Tenant's guests;
  - (l) To maintain in good repair any and all utility lines, ducts, or connections from the moorage walkway into and within Tenant's Home. As to any such item in disrepair, if the same is within the premises. Tenant shall promptly commence restoration or repair of any damage thereto and diligently pursue the repair or restoration until it is complete;
  - (m) If Landlord desires or is required to make repairs, remodel or modify the Premises, to relocate Tenant's Home to another comparable space in the Marina or another floating home moorage owned by Landlord upon at least thirty (30) days' advance notice by Landlord designating the space to which Tenant is to be relocated and the date of such relocation; provided, however, that Tenant shall not be required to pay the any relocation fee under such circumstances; and
  - (n) Comply with all laws, state, federal and local, including Multnomah County and Portland City Codes.
11. **RULES AND REGULATIONS:** Tenant shall and shall cause all members of Tenant's family and all agents, employees, contractors, subcontractors and guests of Tenant or Tenant's family members, to comply with the rules and regulations applicable to the Marina, as such rules and regulations may be changed by Landlord from time to time (the "Rules"). A copy of the Rules applicable to the Marina 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 sixty (60) 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; provided that, such effectiveness shall be limited to the extent provided by law. As of the date of this Agreement, applicable law provides that new rules shall be ineffective if tenants of 51 percent of the floating home spaces in the Marina, occupied by Owner Occupants, object in the manner provided by applicable law within thirty (30) days of receiving notice of the proposed change. Violation of the Rules shall constitute a breach of this Agreement which may be cause for eviction, subject to the provisions set forth herein. Tenant acknowledges and agrees, however, that Landlord is not obligated to enforce compliance another person with the Rules by any person, or any other obligation, limitation, or restriction, and Landlord's failure to enforce compliance against another person shall not be a defense to any action against Tenant.
12. **SERVICES PROVIDED BY LANDLORD:** Landlord shall furnish the following services to Tenant at Landlord's expense:
- (a) The nonexclusive right to use and enjoy the common areas of the Marina, including the parking lot, landscaping, pedestrian walkways, docks, ramps and waterways as they may be designated by Landlord from time to time (the "Common Areas");
  - (b) The nonexclusive right to uncovered automobile parking on a first come, first served basis, as provided in the Rules. The number of approved vehicles for Tenant is no more than two (2) per rented Premises. Landlord may issue and require the use of parking tags by Tenant (which shall be specific to Tenant's vehicle). All vehicles shall be kept current with their state registration, with current tags displayed; all vehicles must be also registered with the Marina Office in advance of being brought into any Marina parking area. Landlord has additional off Marina parking available for rent.
  - (c) Outside lighting in the Common Areas.
  - (d) Garbage and recycling containers in the Marina and garbage removal service at least once a week or as otherwise required by applicable law;
  - (e) Maintenance of the Common Areas of the Marina under the control of Landlord in every part safe for normal and reasonably foreseeable uses, and that they be kept clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, except for damage by fire or unavoidable casualty, and subject to their periodic and necessary repair, maintenance, and replacement; and
  - (f) Compliance with all laws applicable to Landlord, including any such laws pertaining to fire protection requirements.
13. **ALTERATIONS TO PREMISES:** Tenant is not permitted to make any alteration, modification or improvement to the Premises, or the exterior of Tenant's Home located thereon, without the prior written approval of Landlord. All alterations, modifications, or improvements made by Tenant to the Premises shall belong to Landlord and shall remain at the Premises on termination of Tenant's tenancy; provided, however, that Tenant shall remove any such alterations, modifications or improvements as may be designated



by Landlord and restore the Premises to their original condition, ordinary wear and tear excepted, if Landlord gives Tenant notice to remove them on or before the thirtieth (30th) day after termination of Tenant's tenancy. Tenant shall not allow any lien to attach to the Marina or Tenant's interest in the Premises as a result of Tenant's activities.

## 14. THIRD PERSON OCCUPANCY AND SALE OF TENANT'S HOME

### (a) Tenants Guests

Tenant's guest defined as anyone other than a Tenant and hereinafter "Guest") can only occupy the Tenant's home as follows:

- (i) Short Term Guests with Tenant. This is where Tenant is present at Tenants Home during Guest occupancy, in addition to all the following conditions:
  - (a) The Guest does not occupy Tenants Home for more than thirty (30) days in any calendar year (whether consecutively or cumulatively)
  - (b) Tenant is always residing at Tenant's Home when the Guest is present
  - (c) The Guest does not compensate or pay the Tenant for occupying the Tenant's Home; and
  - (d) This Guest classification does not require Landlord consent.
- (ii) Short Term Guests Without Tenant. This is where Tenant is not present at Tenants Home during Guest occupancy, in addition to all of the following conditions:
  - (e) The Guest does not occupy Tenants Home for more than thirty (30) days in any calendar year (whether consecutively or cumulatively)
  - (f) Tenant is not always residing at Tenant's Home when the Guest is present
  - (g) The Guest does not compensate or pay the Tenant for occupying the Tenant's Home; and
  - (h) This Guest classification does require Landlord consent given in advance and in writing.
- (iii) Long Term Guests - Tenant may or may not be present at Tenants Home during Guest occupancy
  - (i) The Guest occupies Tenants Home for more than thirty (30) days in any calendar year (whether consecutively or cumulatively);
  - (j) The Guests does not compensate or pay the Tenant for occupying the Tenant's Home; and
  - (k) This Guest classification does require Landlord consent given in advance and in writing.

### (b) Rental of Tenants Home

- (i) Rental of Tenants Home shall be for 30 days or more. Rental of Tenants Home for less than thirty (30) days, including nightly and extended stay rentals, such as Airbnb's, Home Away from Home, overnight and hotel like stays, is strictly prohibited.
- (ii) Renters of Tenants Home require Landlord consent. If renter is approved by Landlord, Renter, Tenant and Landlord shall sign a sublease offered by Landlord.

### (c) Landlord's Consent Required

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 any portion of the Premises, nor permit any person other than who is specified in Section A and B above to occupy Tenants Home without the prior written consent of Landlord except as a "Guest" that meets the classification as set forth herein. In addition, Tenant shall not sell Tenant's Home to a person or entity who intends to leave Tenant's Home at the Premises and Tenant's purchaser may not occupy Tenant's Home.

### (d) Sale of Tenants Home

- (i) Notice of Sale. Tenant shall give Landlord written notice at least thirty (30) days prior to any sale of Tenant's Home if Tenant's prospective purchaser intends to leave Tenant's Home in the Premises and intends to occupy the Premises as a tenant. Upon receipt of written notice from Tenant, Landlord shall inspect the exterior of the home and any accessory structure(s) for needed improvements and/or repairs, which will then need to be completed either by Tenant as a condition of the approval of a purchaser, or by Tenant's purchaser (per purchaser's rental agreement), as determined by Landlord.
- (ii) Application and Screening Process: Tenant shall cause each prospective purchaser of Tenant's Home to complete, execute and submit to Landlord a written lease application which contains complete and accurate information regarding each person seeking to occupy Tenant's Home. The conditions by which Landlord shall screen tenant's prospective purchaser are as follows: (1) employment status and references; ability to make adequate income so as to afford Premises rent, mortgage on the floating home and other related expenses (the general rule is that monthly income must be at least

three (3) times the amount of the Premises rent plus the monthly mortgage payment for the floating home ); (2) criminal history and arrest records; (3) eviction history and records; (4) character references (including one or more references from prior landlords); and (5) that the prospective buyer is willing to sign all required Marina documents relating to tenancy. Landlord may in its discretion accept or reject Tenant's prospective purchaser or occupant, taking into account, without



limitation, any or all of the following: (i) such person's income and credit and/or prior rental or credit references, (ii) the number of persons that such person proposes to occupy the Premises, (iii) the age and condition of Tenant's Home, (iv) such person's character references, (v) whether such person has been convicted of any crime; (vi) whether Landlord has a prospective tenant on a waiting list of persons seeking moorage space. If Landlord rejects Tenant's prospective purchaser as a tenant, Landlord shall furnish to such prospective purchaser a written statement of the reasons for the rejection; said statement cannot be provided to Tenant though Tenant will be notified of the denial. If Landlord accepts the prospective purchaser as a Tenant, Landlord shall inform the prospective purchaser, at the time of acceptance, what conditions will be imposed on a subsequent sale. Such conditions need not be the same as those in this Agreement.

15. **DAMAGE:** 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 Marina, nor for any injury to any person on the Premises or at the Marina, unless caused solely by Landlord's negligence or willful misconduct. To the fullest extent permitted by law, Tenant hereby releases and shall indemnify and hold Landlord harmless from any and all loss, damage, liability, cost, expense or attorneys' fees resulting in any way from the Tenant's use or occupancy of the Premises or of the Marina, or of any breach of this Agreement or of the Rules by Tenant, Tenant's family or any guest, agent, employee or subtenant of Tenant, unless the same has been caused solely by Landlord's negligence or willful misconduct. The obligations arising under this Section 15 shall survive the expiration or termination of this Agreement.

16. **INSURANCE:** Throughout the term of this Agreement, Tenant shall continuously insure Tenant's Home and its contents for their full insurable value pursuant to a Houseboat or Floating Home policy with broad perils, including marine perils and comprehensive personal liability limits, of at least \$300,000 per occurrence with at least \$500 per person for medical payments and at least \$5,000 per occurrence for physical damage. Such insurance policy shall have an endorsement naming Landlord and, if requested by Landlord, Landlord's mortgagee, as additional insureds. The proceeds of the insurance covering Tenant's home shall be used to remove all debris from the loss of Tenant's Home, as well as to repair or restore Tenant's Home to its condition prior to the loss or if applicable, to remove Tenant's Home in its entirety from the Marina. Tenant shall furnish a certificate evidencing such insurance policy which states that the coverage shall not be canceled or allowed to lapse without at least forty-five (45) days' advance written notice to Landlord (and if applicable Landlord's mortgagee). Tenant shall furnish Landlord a renewal certificate at least ten (10) days' prior to expiration of the policy. Such insurance shall be with an insurer licensed to transact business in Oregon and shall be in a form and with an insurer acceptable to Landlord. Landlord shall not be liable to Tenant for any loss to real or personal property which is required to be covered by insurance under this Section 16. Tenant shall obtain, at Tenant's sole expense, Tenant's own insurance coverage with respect to any boat moored on the Premises with a minimum of \$300,000 liability coverage, sinkage and spillage coverage and with Columbia Crossings, LLC named as additional interest.

**Tenant Initials:** \_\_\_\_\_

17. **AGENT FOR SERVICE OF PROCESS:** The name of the entity authorized to receive service of process on behalf of Landlord as of the date of this Agreement is Teutsch Partners, LLC, whose address is 2001 Western Avenue, Suite 330, Seattle, Washington 98121, with copy to Columbia Crossings, LLC, 515 NE Tomahawk Island Drive, Portland, Oregon 97217

18. **TERMINATION OF AGREEMENT:**

(a) **Nonpayment of Rent:** If Tenant fails to pay rent within seven (7) days of its due date, Landlord shall give Tenant at least 72 hours' written notice of Tenant's default under this Agreement for such nonpayment of rent and of the termination of this Agreement if the rent is not paid within the prescribed 72-hour period. If Tenant fails to pay rent within four (4) days of its due date, Landlord may alternatively give Tenant at least 144 hours' written notice of Tenant's default under this Agreement for nonpayment of rent and of termination of this Agreement if the rent is not paid within the prescribed 144-hour period. If Tenant fails to pay the foregoing amounts due within such 72-hour period or 144-hour period, as applicable, Landlord may take possession of the Premises in the manner provided by law. In addition, if Landlord has given Tenant at least three (3) or more notices for nonpayment of rent pursuant to applicable law within the previous twelve (12) months, Landlord may terminate this Agreement by giving Tenant not less than thirty (30) days' written notice before the date designated in the notice for termination and take possession of the Premises in the manner provided by law.

(b) **Violations by Tenant:** Landlord may terminate this Agreement by giving Tenant not less than thirty (30) days' notice in writing before the date designated in the notice for termination if Tenant: (i) violates a law or ordinance related to Tenant's conduct as a tenant or (ii) violates a Rule or any other term or condition of this Agreement which is imposed as a condition of occupancy. Notwithstanding the foregoing, if Tenant is an Owner Occupant, Tenant may avoid termination of this tenancy by correcting the violation within the thirty (30) day period specified above, except that if substantially the same act or omission which constituted a prior violation of which notice was given recurs within six (6) months, Landlord may terminate the tenancy upon at least twenty (20) days' written notice to Tenant specifying the violation and the date of termination of the tenancy. Landlord may also terminate the tenancy for any cause or reason allowed by law. Landlord may also terminate the tenancy for any cause based on a 24-hour notice as allowed by law.



- (c) **Immediate Termination:** After giving 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 Marina; (ii) Tenant, someone in Tenant's control or Tenant's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the Premises or upon a person other than Tenant on the Premises with permission of Landlord or another tenant; (iii) Tenant or someone in Tenant's control intentionally inflicts any substantial damage to the Premises; (iv) 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; or (v) Tenant or someone in Tenant's control commits any act which is outrageous in the extreme.
- (d) **Material Noncompliance:** Subject to the limitations set forth in applicable law, if there is a material noncompliance by Tenant with this Agreement, a noncompliance with ORS 90.630 materially affecting health and safety, or a failure to pay a late charge pursuant to ORS 90.260 or a utility payment, Landlord may deliver a written notice to Tenant terminating the tenancy for cause, specifying the act and/or omission constituting the breach and stating that this Agreement will terminate upon a date not less than thirty (30) days after the date of service of the notice. If the breach may be remedied by repairs, payment of damages, payment of late charge, change in conduct or otherwise and Tenant adequately remedies the breach within thirty (30) days, this Agreement shall not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months after the date of the 30-day notice, however, Landlord may terminate this Agreement upon at least twenty (20) days' written notice specifying the breach and the date of termination of this Agreement.
- (e) **Keeping Unpermitted Pet or Animal:** If Tenant, in violation of this Agreement, keeps on the Premises a pet or animal capable of causing damage to persons or property, Landlord may deliver a written notice specifying the violation and stating that the tenancy will terminate upon a date not less than ten (10) days after the date of service Tenant's receipt of the notice unless Tenant removes the pet or animal from the Premises prior to the termination date specified in the notice. If the pet or animal is not removed by the date specified, the Agreement and tenancy shall terminate on such date and without further notice to Tenant and take possession of the Premises in the manner provided by applicable law. If substantially the same act which constituted a prior noncompliance of which notice was given under this subsection recurs within six (6) months after the date of the 30-day notice, Landlord may then terminate this Agreement upon at least ten (10) days' written notice specifying the breach and the date of termination of this Agreement.
- (f) **Closure of Marina:** Landlord may terminate this Agreement if the Marina or a portion thereof that includes the Premises is to be closed and converted to a different use, which is not required by the exercise of eminent domain or by order of State or local agencies, by providing to Tenant the notice required by applicable law, and so long as Landlord complies with all other legal requirements.
- (g) **Destruction or Condemnation of Premises:** In the event 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 and without prior notice to Tenant except as may be required by law. All eminent domain proceeds shall belong to Landlord, and Tenant shall have no claim against Landlord or the eminent domain award.
- (h) **Other Grounds for Termination:** All other grounds for termination of the tenancy as may be allowed by law are expressly reserved
- (i) **Early Termination Fee:** Landlord shall assess an early termination fee. See Section 5 (f).
19. **DEFAULT: ATTORNEYS' FEES:** If either party defaults as to any obligation 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 either party hereto may be liable under applicable law notwithstanding termination of this Agreement. In any action to enforce or interpret the terms of this Agreement and in any appeal thereof, reasonable attorneys' fees, costs and necessary disbursements shall be awarded to the non-defaulting party. Should the matter proceed to trial or hearing, the prevailing party at trial (and if applicable, on appeal) shall be awarded reasonable attorney fees and costs incurred. 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 Home 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 Home and any contents according to applicable law. Tenant shall also be obligated to pay Landlord's reasonable 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.
20. **TENANT'S BREACH:** If Tenant fails to perform any of Tenant's obligations under this Agreement, Landlord may, after at least thirty (30) days' advance notice to Tenant of the breach, perform such obligations on Tenant's behalf, and Tenant shall promptly reimburse Landlord for all expenses incurred by Landlord in so doing. Landlord's right to perform Tenant's obligations





is in addition to Landlord's right to terminate this Agreement for Tenant's breach and all other rights and remedies provided under this Agreement or otherwise by law.

21. **ACCESS:** Tenant shall allow Landlord access to the Premises and exterior of Tenant's Home at all reasonable times for the purpose of inspection, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the Premises to a prospective or actual purchaser, mortgagee, tenant, worker or contractor, but this right shall not constitute or be construed as an agreement on the part of Landlord to make any repair, decoration, alteration or improvement or to supply any service which Landlord is not otherwise required to make or supply under this Agreement. Landlord will not abuse the right of access or use it to harass Tenant, and agrees that, except in the case of emergency or when it is impractical to do so, Landlord will give Tenant at least 24 hours' advance notice of Landlord's intent to enter the Premises and will enter only at reasonable times. Further, Tenant shall allow Landlord access to the interior of Tenant's Home in case of emergency or abandonment, which access may be without prior notice to Tenant.
22. **DISPUTE RESOLUTION AND MEDIATION POLICY:** The following mediation policy has been instituted by the landlord to resolve disputes related to:
- (a) Landlord or tenant compliance with the rental agreement or with the provisions of the Oregon Revised Statutes;
  - (b) Landlord or tenant conduct within the Marina; or
  - (c) The modification of a Rule or Regulation under ORS 90.610.
  - (d) The process and format by which a tenant or landlord may initiate mediation is as follows:
    - (i) A letter must be written to the other (non-initiating) party requesting mediation; and
    - (ii) The initiating party must then work in good faith with the other to arrange for a prompt mediation session.

The name and contact information for mediation services available through the referral program provided by the Housing and Community Services Department under ORS 446.543 (2), along with any other no cost mediation service acceptable with the landlord, is as follows:

Mr. Ken Pryor, Program Coordinator  
Salem: (503) 986-2145  
Toll Free: 1-800-453-5511  
[Ken.Pryor@oregon.gov](mailto:Ken.Pryor@oregon.gov)

Information substantially explaining our requirements for mediation is as set forth herein.

Mediation conducted as required by law may be initiated by the landlord or tenant by contacting the Housing and Community Services Department in a format required by that department.

Mediation hereunder may not resolve any matter except by an agreement of all parties, and such mediation must require that communications from all parties be held strictly confidential and may not be used in any legal proceeding.

Our mediation policy is that mediation may be used to resolve (1) disputes between the landlord and one or more tenants, initiated by any party; and (2) disputes between any two or more tenants, initiated only by the landlord.

Our policy further allows a party to the mediation to designate any person, including a non-attorney, to represent his or her interests provided that the person has the authority to bind that party to any resolution of the dispute. Our policy further complies with any and all other provisions of the Housing and Community Services Department, which they may require by rule.

**Our policy is that no mediation is required with respect to:**

- (a) Marina closures consistent with ORS 90.645 or 90.671;
- (b) Marina sales consistent with ORS 90.842 to 90.850;
- (c) Rent increases consisting with ORS 90.600;
- (d) Rent payments or amounts owed;
- (e) Tenant violations alleged in a termination notice given under ORS 90.394, 90.396 or 90.630 (8);
- (f) Violations of an unauthorized person in possession in a notice given under ORS 90.403;
- (g) Allegations of domestic violence, sexual assault or stalking or a dispute between the victim and the alleged perpetrator; or
- (h) A dispute arising after the termination of the tenancy, including under ORS 90.425, 90.675 or 105.161.

23. **SURRENDER:** Upon termination of this Agreement Tenant shall deliver possession of the Premises to Landlord in the same condition as at the commencement of the rental term, ordinary wear and tear excepted, subject to the provisions of Section 13 above.



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Tenant shall remove Tenant's Home, all of Tenant's personal property and any debris caused by the removal of Tenant's Home 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 dispose of any such property in any manner permitted by law.

24. **HOLDING OVER:** If Tenant fails to vacate the Premises when required, including failure to remove Tenant's personal property, Landlord may elect either: (a) to treat Tenant as a tenant from month to month, subject to the provisions of this Agreement except that rent shall be one and one-half times the total rent charged when the Agreement is terminated; or (b) to remove Tenant from the Premises and recover damages caused by wrongful holdover and all damages incurred by Landlord in moving and/or storing Tenant's Home, including, without limitation, reasonable storage and moving charges, attorney's fees and other costs and expenses incurred by Landlord to obtain possession of the Premises. The obligations arising under this Section 24 shall survive the expiration or termination of this Agreement.
25. **SUBORDINATION:** This Agreement and any extension or renewal hereof shall be subject to and subordinate to any mortgage, deed of trust, land sale contract, submerged land lease or ground lease now or which may hereafter exist. 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 an instrument of subordination. 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, or of any sale of the Marina, this Agreement shall not be terminated, nor will any right and right of possession of Tenant hereunder be disturbed, if Tenant shall then not be in default in the payment of any rent or other sum or be otherwise in default under this Agreement. If the Marina is sold as the result of foreclosure or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee.
26. **SEVERABILITY:** If any provision of this Agreement or the Rules or any policy of the Marina is held or found to be illegal under applicable federal, state, or local law, said provision shall be deemed null and void from the date of such determination forward, and Landlord shall not enforce it after receiving adequate and authoritative notice of such illegality. 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.
27. **NOTICES:** Where written notice is required by law to be given to terminate this Agreement, the tenancy shall terminate 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 notice or demand required or permitted to be given under this Agreement may be served by personal delivery or by being deposited in the United States mail, first class (but not certified or registered), 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 27, or in any other manner provided by law, except that if Tenant is an Owner Occupant, notice of any change in the name or address of the person authorized to receive notices and demands on behalf of Landlord shall be delivered to the residence of Tenant or, if specified in writing by Tenant, to another specified address. Service of any such mailed notice or demand shall be deemed to have been completed at least three (3) days after the date of deposit in the United States mail. Notwithstanding anything to the contrary herein, a notice of nonpayment of rent, a 24-hour notice of termination, or a notice of inspection shall be deemed served on the day on which it is both mailed by first class mail to Tenant at the Premises and attached in a secure manner to the main entrance of the Premises, and any notice given in a manner consistent with applicable law shall be deemed effective and properly served on the date specified by such law. Written notices from Tenant to Landlord may be served by First Class mail to Landlord at its address referenced herein and by attachment in a secure manner to the entrance of Landlord's office at such address.

All notices to be served upon Landlord shall be served at the following address:

Columbia Crossings  
515 NE Tomahawk Island Drive  
Portland, Oregon 97217

A true copy shall be sent contemporaneously by first class mail, postage prepaid to Teutsch Partners, LLC at 2001 Western Avenue, Suite 330, Seattle, Washington 98121.

28. **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 default. In addition, if Landlord has given Tenant a notice to terminate this Agreement, Landlord shall not be deemed to have waived its right to terminate this Agreement by accepting partial rent in the event of a termination for nonpayment of rent, or rent prorated to the termination date specified in the termination notice. In the event of Landlord's acceptance of a payment of partial rent, Landlord may proceed to terminate this Agreement and take possession in the manner provided by law without serving a new notice of



# COLUMBIA CROSSINGS

nonpayment of rent if Tenant fails to pay the balance of the rent within 72 hours of the time Landlord received the partial rent payment.

29. **FORCE MAJEURE:** In the event that Landlord shall be delayed, hindered, or prevented in the performance of any act required of Landlord by reason of strikes, lockouts, inability to procure materials, failure of power, restrict regulations, riots, weather, or any other reason of like nature not the fault of Landlord, then performance of such acts shall be excused for the period of the delay.

30. **TIME OF THE ESSENCE:** Time is of the essence of this Agreement.

31. **PAYMENT OF PUBLIC SERVICE CHARGES:** Tenant agrees to pay Landlord for his or her actual or pro-rata share of any public service charge that has been billed by a utility or service provider to the Landlord, or for a public service provided directly or indirectly to the tenants dwelling unit or to common area available to the tenant as part of the tenancy. Such charges are separate and distinct from such charges for tenant’s dwelling unit or rental space. The following is an explanation of the manner in which the provider assesses the utilities or service charge to the Landlord and as to Landlord’s allocation of those charges: the Landlord divides the total bill from the provider evenly among the number of occupied spaces. Tenant may always inspect the bill from the provider during regular business hours at the Marina Office. Tenant may also obtain a copy of the provider’s bill by making a written request to Landlord and upon payment to Landlord of the reasonable cost of making copies.

32. **COMPLETE AGREEMENT:** This Agreement, all Addenda hereto, the Rules and the Statement of Policy for the Marina constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. No modification of the parties’ agreement shall become effective unless each party hereto specifically recognizes and consents to its inclusion by a signed instrument, except that Landlord reserves the right to modify provisions of this Agreement which incorporates or reflects statutes or ordinances in effect as of the date this Agreement to the extent such statute or ordinance is not set forth herein, by giving Tenants at least thirty (30) days’ written notice of the modifications. However, such modification must be consistent with then current applicable laws. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein.

- Exhibit A: Approximate Size of Tenant’s Home
- Exhibit B: Marina Rules & Regulations

BY EXECUTING THIS AGREEMENT, TENANT ACKNOWLEDGES THAT TENANT HAS RECEIVED AN EXECUTED COPY OF THIS AGREEMENT AND ALL ADDENDA HERETO, THE RULES, AND THE STATEMENT OF MARINA POLICY AND THAT TENANT HAS READ AND UNDERSTANDS THE TERMS OF EACH SUCH DOCUMENT.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**LANDLORD: COLUMBIA CROSSINGS, L.L.C.**

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

It’s: Leasing Agent

**TENANT:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print full name)