

BIG EDDY MARINA, INC.
BOAT MOORAGE LEASE

LESSOR: BIG EDDY MARINA, INC.

LESSEE: _____

LOCATION: Slip # _____ at 19609 NE Marine Drive, Portland, Oregon 97230

BOAT INFO: Length _____ OR# _____ Name # _____
Make _____ Style _____

LEASE AMOUNT: This lease shall be for a period commencing on the ____ day of _____, _____ and ending on the ____ day of _____, _____. Lessee shall pay Lessor for the use of this space at the rate of \$ _____ payable as follows:

LATE PAYMENT: A late fee of \$25.00 per month will be added if payment is not received within 15 days of billing.

OTHER CHARGES: Power usage will be billed to Lessee quarterly, with payment due upon receipt.

SEND ALL PAYMENTS TO: P.O. BOX 387, Gresham, Oregon 97030

NO PET POLICY: No animals are allowed in marina (excluding seeing-eye dogs) unless approved by Lessor. Permitted animals will be kept on leash or in animal container.

RULES AND REGULATIONS: Boat may not be used as permanent residence. No subletting of slip to other parties. Lessee to comply with all Moorage, city, county and state rules and regulations affecting use of slip and Moorage. Lessee shall not perform any major repairs to boat without Lessor’s prior written consent. Boat is to be maintained in proper and safe condition. Lessee may not leave gear, equipment, materials, supplies or other personal property stored or placed on docks or other Moorage property. Lessee is liable for and will indemnify, defend and hold Lessor harmless for any discharge of fuel or other contaminants upon Moorage property and water. Lessee is responsible for Lessee’s guests/invitees. Lessee acknowledges having reviewed all rules and regulations of Moorage and will comply therewith including future modifications that may be adopted by Lessor. Lessee and his guest will be courteous to other boaters in and around the premises and will refrain from all offensive behavior. Lessee shall utilize and pay the costs of any pump-out service or facilities provided by Lessor pursuant to the provisions of any law or regulation promulgated by any governmental body having jurisdiction over such services or facilities.

WAIVER: Waiver of any conditions by the Lessor shall not be deemed to be a continuing waiver.

LOSS OR DAMAGE TO LESSEE’S PROPERTY: Lessee assumes all responsibility for loss or damage to Lessee’s property, or for bodily injury occurring on any boat dock area, float walkway or other Moorage owned or controlled property. Lessee releases and will indemnify, defend and hold Lessor harmless for all claims for loss of property or injury to Lessee, their guests or invitees occurring at or near Lessor’s property.

RIVER AND OTHER NATURAL DISASTERS: Lessee assumes full responsibility for damages resulting to Lessee’s property or person or guest/invitees related to matters beyond the control of Lessor including but not limited to high or low water levels, other acts of nature i.e. wind, ice, snow, rain, flooding or other causes and Lessee shall release, indemnify, defend and hold Lessor harmless from all such claims.

HOLDING OVER: Failure to remove Lessee’s boat or other property at lease termination shall result in the monthly lease rate increasing by 150% for each month or portion thereof until the property is removed or at Lessor’s sole election, removal and storage of Lessee’s boat or other property to another slip or on land, at a storage charge of 150% of lease amount prorated to a daily rate and the other rights and lawful remedies thereto. Lessor shall not be liable for loss or damage of boat or other property while stored.

INSURANCE: Lessee shall maintain liability insurance covering their boat and other property including damage caused thereby and shall provide proof thereof to Lessor.

RELOCATION OF LESSEE’S SPACE: Lessor reserves right to relocate Lessee slip upon notice to Lessee.

DISPUTE RESOLUTION: All disputes within jurisdiction of small claims court of Multnomah County shall be decided in that forum. All disputes in excess shall be resolved by arbitration through the Arbitration Service of Portland or American Arbitration Association with the prevailing party entitled to recover its attorney fees and costs. Excluded from arbitration or small claims are lien foreclosure or other actions for possession or title to Lessee’s property initiated by Lessor.

NOTICES: All notices required by this agreement shall be considered received if personally delivered to the party or mailed to the party certified mail with return receipt at the following addresses:

Lessor: P.O. 387, Gresham, OR 97030

Lessee: _____

OTHER: _____

AGREEMENT AND SIGNATURE: The Lessee acknowledges they have read and will abide by the terms and conditions of this lease and understand the foregoing.

LESSOR: BIG EDDY MARINA, INC.

BY: _____

LESSEE: _____ **DATE:** _____

LESSEE’ ADDRESS: _____

BUSINESS ADDRESS: _____

LESSEE’S PHONE: _____ **BUSINESS PHONE:** _____

LESSEE’S VEHICLE MODEL: _____ **LICENSE NO.:** _____