

**BIG EDDY MARINA, INC.**  
**FLOATING HOME MOORAGE LEASE**

**LESSOR:** **BIG EDDY MARINA, INC.**

**LESSEE:** \_\_\_\_\_

**LOCATION:** Slip # \_\_\_\_\_ at 19609 NE Marine Drive, Portland, Oregon

**FLOATING HOME INFO:** **SLIP WIDTH** \_\_\_\_\_ **LENGTH** \_\_\_\_\_ **REGISTRATION NO #** \_\_\_\_\_

**LEASE TERM:** This lease shall be for a period commencing on the \_\_\_\_ Day of April, \_\_\_\_\_, and ending on the \_\_\_\_ day of March, \_\_\_\_\_. Lessee shall pay Lessor for the use of this space at an annual rental of \$ \_\_\_\_\_. Such rental is to be paid on the first day of the month in the amount of \$ \_\_\_\_\_.

**PAYMENTS:** ALL PAYMENTS ARE TO BE MAILED TO PO BOX 387 GRESHAM OREGON 97030

**LEASE RENEWAL:** This lease will automatically renew at the lease termination date on all the same terms and conditions excluding rent which may be increased by Lessor upon an advance 90 day written notice, unless either party provides an advance 90 day written notice of intent to terminate lease.

**LATE PAYMENT:** \$25.00. If payment is not received on or before the 15<sup>th</sup> of the month. Late fee to accompany late payment.

**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:** Lessee shall not sublet Floating Home and/or Floating Home space or assign this lease to other parties without the Lessor's written consent, which may be withheld for any reason. Lessee to comply with all Moorage, city, county and state rules and regulations affecting use of Floating Home and Moorage. Lessee shall not perform any major repairs to Floating Home without Lessor's prior written consent. Floating Home to be maintained in proper and safe condition. Lessee shall not store any personal property including gear, equipment, material or supplies on any Moorage property, including docks or ramps. 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 shall keep Floating Home and decks in good repair and free from any accumulation of debris. Lessee hereby grants to Lessor a lien not dependent upon possession of the Floating Home to secure any sums due to the Lessor, whether the same arises by reason of the mooring or storage of the Floating Home or from any other services rendered by Lessor on behalf of the Floating Home. **Lessee shall not use the Floating Home as a permanent residence unless approved in writing by Lessor.**

**Guests:** Any guest of a Big Eddy Marina lessee (tenant) residing at lessee's floating home for a period of 15 days or longer within one calendar year must have written approval of marina management. A guest is defined as any person not included in the lease agreement, including, but not limited to, children of the lessee who are over 17 years old.

**WAIVER:** Waiver of any condition(s) by the Lessor shall not be deemed to be a continuing waiver

**DISCLOSURE:** This agreement is solely an agreement to give Lessee the privilege of using the space without any other liability on Lessor, and is not and shall not be construed as a lease or an agreement for services.

**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 Floating Home 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 guests/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 Floating Home or other property at lease termination shall result in the monthly/quarterly lease rate increasing by 150% for each month/quarter or portion thereof until the property is removed or at Lessor's sole election, removal and storage of Lessee's Floating Home or other property, at a storage charge of 150% of lease amount prorated to a daily rate and the right to lien and sell in accordance with law the Floating Home or other property to satisfy the lien, Lessor may avail itself of all other rights and remedies in addition thereto. Lessor shall not be liable for loss or damage of Floating Home or other property while stored.

**INSURANCE:** Lessee shall maintain liability insurance covering their Floating Home 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's space 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: PO Box 387, Gresham, Oregon 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:** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**LESSEE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**LESSEE'S ADDRESS:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**LESSEE'S HOME PHONE:** \_\_\_\_\_ **BUSINESS PHONE:** \_\_\_\_\_ **EMERGENCY PHONE:** \_\_\_\_\_

**LESSEE'S AUTO MODEL:** \_\_\_\_\_ **LICENSE NO.:** \_\_\_\_\_