

**RESIDENTIAL RENTAL AGREEMENT
(Marina)**

THIS AGREEMENT is made and entered with the reference date of _____, 20__ by and between Big Eddy Marina, Inc. ("Landlord"), and the following person(s):

_____ (jointly and severally referred to as the "Tenant"), date of birth: ____/____/____. The term "Tenant" includes each person listed above and all references to "He" or "She" includes the other. The names of all additional occupants of the premises are: _____, _____, date of birth: ____/____/____.

A signed copy of this Agreement will be furnished to Tenant and the original will be maintained at the manager's office.

	TOTAL DUE	RECEIVED	BALANCE DUE BEFORE OCCUPANCY
Application Fee(s)	\$ _____	\$ _____	\$ _____
Rent for period ____/____/____ to ____/____/____	\$ _____	\$ _____	\$ _____
Transfer fee	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____

The Security Deposit received from Tenant for the Slip is \$ _____. Base rent and late fees are as shown below. A fee of \$50 per instance shall be imposed for any of the following:

- (1) Late payment of any utility or service charge that the tenant owes landlord;
- (2) Tenant's failure to clean up animal waste from premises (other than the dwelling unit);
- (3) Tenant's failure to clean up garbage, rubbish or other waste from premises (other than at dwelling unit);
- (4) Any parking violation by the tenant; and
- (5) Any improper use of a vehicle within the premises.

1. **PREMISES RENTED/INFORMATION:** Landlord hereby agrees to rent to Tenant, and Tenant agrees to rent from Landlord, the premises located at 19609 NE Marine Drive, Portland, Oregon 97230, Slip # ____ ("the Premises"). The approximate size of the rented slip is _____ x _____ feet, or _____ square feet. Registration number of floating structure: _____ Landlord complies with the Federal Fair Housing Act (USC § 3600, et seq.), and the Oregon Fair Housing Act (ORS 659.033, et seq.), and does not discriminate on the basis of familial status. Landlord reserves the right to relocate Tenant's floating structure to a different slip within the Marina, upon 30 days' notice to Tenant.

The name and address of the authorized manager for Landlord is: Jack Whitmore, 19609 NE Marine Drive, Portland, Oregon 97230, Slip # L-12. The person authorized to act for and on behalf of the Landlord for the purpose of service of process and recipient for notices and demands is: Brian Price, 19609 NE Marine Drive, Portland, Oregon 97230, Slip # L-12.

Information Pertaining To Tenant's Vehicle at Premises:

Make: _____; Model: _____;
Year: ____; Plate No.: _____; Color: _____;
Lienholder (if any) _____

Make: _____; Model: _____;
Year: ____; Plate No.: _____; Color: _____;
Lienholder (if any) _____

LANDLORD ____ IS; ____ IS NOT RENTING A FLOATING STRUCTURE TO TENANT. If Landlord is renting a floating structure to Tenant, said rental shall also be on a _____ month-to-month basis; _____ fixed term lease (and is subject to all terms and conditions of this Agreement). If the Landlord is renting the floating structure to Tenant, the terms of paragraph 17.10 herein shall not apply. Further information regarding the interior and condition of the floating structure shall be attached hereto as Exhibit "A." Additional documents may be attached as Exhibits relating to (1) a functional smoke detector; (2) the presence of mold/mildew; and (3) any other documents reasonably required to document the condition of the premises upon commencement of this agreement.

2. **TERM: The tenancy created under this Agreement shall be on a _____ fixed term basis; _____ month-to-month [Check appropriate line].** If this agreement is a fixed term lease, the term shall commence at

12:01 a.m. on _____, 20____ and expire at 11:59 p.m. on _____, 20____ automatically and without prior notice, unless sooner terminated, in accordance with the terms of this Agreement or as authorized by law. If this is a fixed-term lease, this lease will automatically renew at the lease termination date on all the same terms and conditions, except for rent, which Landlord may increase on 90 days' written notice, unless either party provides to the other 90 days' notice to terminate this Agreement. Otherwise, Tenant agrees to deliver possession of the slip to Landlord upon termination of this Agreement. In the event that Tenant fails to vacate the Premises and deliver possession thereof to Landlord upon termination of this Agreement, Tenant shall be deemed a Tenant at sufferance, and Landlord shall be entitled to immediate restitution of the Premises. (See Paragraph 11 below).

If this rental agreement is a fixed term lease, the parties further agree that there ____ IS; ____ IS NOT 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.

3. RENT: Tenant's base rent is based upon occupancy of the Premises by **no more** than _____ persons, and the maintenance of no more than _____ pets and no more than _____ vehicles at the Premises, as referenced herein. No additional person, pet, or vehicle is permitted upon the Premises at any time. Tenant agrees to pay a beginning base rent ("rent") in the amount of \$_____ per month, payable in advance and due on or before the 1st day of each month during the term of this Agreement. Tenant further agrees to each and all of the following provisions.

3.1 **Delivery of Rent:** All rent shall be paid in person or mailed by first class, regular mail to: Big Eddy Marina, Inc., PO Box 387, Gresham, OR 97030;

3.2 **Late Rent Charges/Returned Check Charges:** If full rent is not physically received by 5:00 p.m. on the 10th day of the month for which rent is due, a late rent charge, in addition to the base rent, shall be paid by Tenant to Landlord. A separate late rent charge for each month in which rent is not fully paid by the 10th day of the month by 5:00 p.m. shall be assessed. Tenant agrees and stipulates that this late rent charge is reasonable and may be increased according to Oregon law. The per month late rent charge which tenant agrees to pay Landlord is in the amount of \$25.

Checks returned to Landlord as unpaid or dishonored by the bank are considered late for the month for which they are written. A service charge of \$25.00, in addition to base rent and applicable late rent charges, shall be paid by Tenant to Landlord for each check dishonored by the bank. The assessment of a bad check fee is neither a waiver of any additional penalties to which Landlord is entitled by law, nor is acceptance of the check returned unpaid a waiver of Landlord's right to treat the check as a failure to make payment. **If Tenant pays rent with a check that is unpaid due to insufficient funds (and which results in an NSF fee outlined above), Landlord reserves the right to subsequently require that all rent payments by Tenant be made by cash or certified funds only.**

3.3 Landlord's acceptance of rent shall not be construed as a waiver of Landlord's right to enforce any provision set forth herein after any default on the part of Tenant. Additionally, acceptance of payment of rent, or any other payment, shall not constitute a waiver by Landlord of any breach of a rule, regulation, covenant of this Rental Agreement, or provision of applicable law, nor shall said acceptance of rent or any other payment reinstate, continue or extend the term of this Rental Agreement or affect any notice, demand, or suit required to be given or received hereunder.

3.4 If Landlord has given a notice to terminate this Agreement for non-payment of rent, Landlord shall not be deemed to have waived the right to terminate this Agreement for non-payment of rent by accepting partial rent for the period involved. If Landlord has given a notice to terminate this Agreement for cause, Landlord does not waive the right to terminate this Agreement by accepting rent prorated to the termination date specified in the notice, pursuant to ORS 90.414(1)(a)(A). In the event apportionment of rent is necessary, the per diem (daily) rent amount shall be determined by dividing the monthly rent amount by 30.

3.5 **Except for service or companion animals, no pets are allowed in the Premises unless approved by Landlord.**

3.6 **Animal Agreement.** Tenant _____ seeks _____ does not seek [check appropriate box] to maintain at the premises one (1) animal, described as follows:

Name: _____
Type (dog, cat, etc.) _____

Color: _____
Breed: _____
Spayed or neutered? _____

- 3.6.1 Tenant agrees not to allow animal to run at large or create a nuisance or health hazard. Animal shall be maintained inside of the home. Any time animal is outside of home, animal shall be kept on leash at all times and under the control of tenant at all times, or kept in an animal container specifically designed and used to contain the animal.
- 3.6.2 Tenant shall not allow any other person to maintain or control animal at any time.
- 3.6.3 Tenant shall, within 30 days of the date of this Agreement, provide Landlord with copy of liability insurance (for dogs only) naming Landlord as additional insured, for no less than \$25,000. THIS DOES NOT APPLY TO A SERVICE OR COMPANION ANIMAL.
- 3.6.4 Tenant shall be responsible for cleaning up after pet, and animal may not disturb any other resident.
- 3.6.5 Landlord and Tenant agree that if they shall reach a mutually acceptable modification of this Rental Agreement relating to Tenant's maintenance of a pet, that an additional deposit may be required, and that such additional deposit shall relate to that modification.

3.7 Application of Payments: All payments made by Tenant to Landlord shall first be applied to outstanding rent owed from prior rental periods; then to rent for the current rental period; then to outstanding utility or service charges for prior rental periods; then to current utility or service charges; then to prior unpaid late rent payment charges for prior rental periods; then to current late rent charges; and finally, to fees or charges owed by the Tenant under ORS 90.302 or other fees or charges related to damage claims or other claims against the Tenant.

4. UTILITIES AND OTHER CHARGES:

- 4.1 Landlord provides the following Utilities that are included as part of base rent: Water, sewer, and garbage.
- 4.2 Landlord provides the following Utilities that are not part of Tenant's base rent and are separately billed: None.
- 4.3 Tenant must obtain the following Utilities from independent suppliers, which are not provided by Landlord: Telephone, cable, electricity, and natural gas.
- 4.4 Landlord DOES; DOES NOT bill Tenant for water (with sewer; without sewer) according to the submeter method. If Landlord does charge Tenant for this utility according to the submeter billing method: (1) Tenant IS; IS NOT subject to a special assessment payment plan, whereby the sum of \$_____ shall be paid to Landlord on or before the _____ day of each month for which payment is due and pursuant to the terms of a separate special assessment plan agreement; and (2) Landlord (or Landlord's agent) shall read the submeter located on the premises and invoice Tenant once per month.

5. NONREFUNDABLE FEES, INSTALLATION FEES

- 5.1 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 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 1 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 animal 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 animal capable of causing damage to persons or property, as described in ORS 90.405.

6. NO KEEPING OR HARBORING OF ANIMALS WITHOUT LANDLORD'S PERMISSION. Tenant agrees not to

keep or harbor any animals or pets without the prior written consent of Landlord. Tenant agrees to execute a separate Animal Agreement if Tenant obtains Landlord approval for a pet. If permitted to keep a pet, Tenant shall provide Landlord with proof of liability insurance for pet(s) within 10 days of landlord's request, and tenant shall, upon execution of this Agreement, make Landlord co-insured for the purpose of receiving notice in the case of cancellation of the insurance.

7. **USE AND OCCUPANCY:** The Premises shall be used solely for private residential purposes and no business or commercial activity of any type shall be conducted thereon. Tenant shall not permit the Premises or any portion thereof to be used in such a manner as to (a) create or maintain a public nuisance; (b) violate any applicable federal, state, or local laws or regulations or for any immoral or indecent purpose or (c) obstruct, interfere, or infringe upon the rights of other Tenants. Tenant shall permit Landlord and management to enter upon the Premises at all reasonable times for the purposes of inspecting, maintaining or making repairs, alterations, or additions to any portion of the Premises.

Tenant shall comply with all federal drug laws including, but not limited to, those governing the use, possession, sale, manufacture and distribution of marijuana, regardless of state or local laws. So long as the use, possession, sale, manufacture and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.

Tenant must seek and get Landlord's written approval before any of Tenant's guests stay at the Premises for at least 15 days in one calendar year. A "guest" is a person not listed on this Agreement who is over age 17.

8. **LIMITATIONS ON SUBLEASING OR ASSIGNMENT:** Tenant shall neither assign nor sublet the Premises, the Slip, nor any part thereof. No person shall occupy the premises without the written consent of Landlord, which consent may be withheld at Landlord's sole discretion.

The requirements set forth herein for completion of an Application, approval of the same by Landlord, and the execution of Rental documents shall apply with respect to any additional person (not referenced on the Page 1 of this Agreement) who seeks to become a Tenant at the premises, or reside with Tenant or occupy the Premises. There are no third-party beneficiaries to this Agreement.

9. **INSURANCE AND INDEMNIFICATION:** Tenant agrees to each and all of the following provisions:
- 9.1 **Insurance:** Tenant is responsible for protecting his or her personal property, including the floating structure. Tenant _____ SHALL; _____ SHALL NOT obtain at his/her sole expense, an insurance policy which includes coverage for bodily injury, property damage, and personal injury (public liability) insurance, with a limited liability in the amount of no less than _____ thousand (\$_____) for any single occurrence. Tenant shall be required to furnish Landlord with a certificate of insurance, naming Landlord as a beneficiary, within 60 days of occupancy of the Premises by Tenant. At any time thereafter during the tenancy, Landlord may request, and Tenant shall promptly produce, a current Certificate of Insurance which verifies that the requirements set further herein are kept current.
- 9.2 Tenant agrees not to use the Premises in any manner that will increase the risks of or the rate of insurance or cause cancellation of any insurance policy covering the Premises.
- 9.3 Landlord shall not be liable for any loss, damage, or injury of any kind whatsoever for the personal property or person of Tenant, the employees, guests, invitees, permittees or licensees of Tenant, or of any other person whomsoever from any actions taken by anyone on the Premises or common areas. This includes, but is not limited to,
- (1) use of the Premises or common areas, or any defects, improvements, accidents, or fires;
 - (2) any casualty, anyone's failures to maintain, any nuisances, or any other act of omission of anyone;
 - (3) any events that are not in the Landlord's control, including but not limited to high or low water levels, wind, ice, snow, rain, flooding, or other acts of nature.
- As a material part of the consideration of this Agreement, and subject to the limitations of applicable Oregon law, Tenant hereby waives all claims and demands against Landlord, and hereby agrees to indemnify and save Landlord and Management free and harmless from liability for all claims and demands for any loss, damage, or injury on the Premises or common areas, together with all costs and expenses resulting from the circumstances described in this paragraph.

10. **RULES AND REGULATIONS:** Tenant agrees to each and all of the following:

10.1 Tenant hereby acknowledges that prior to entering into this Agreement, Landlord delivered to Tenant a copy of the current Rules and Regulations for the Landlord, governing Tenant's use and occupancy of the Premises. Tenant has read, understands, and agrees to abide by said Rules and Regulations as they may be amended from time to time by Landlord, according to state law. A copy of the current Rules and Regulations is attached to this Rental Agreement as Exhibit "A" and are incorporated herein as though set forth in full.

10.2 Tenant acknowledges receipt of a copy of the Rules and Regulations.

10.3 Tenant acknowledges that Tenant has read, understands and agrees to abide by the Rules and Regulations, and Tenant further acknowledges and agrees that each of the foregoing Rules and Regulations:

(1) Promotes the convenience, safety or welfare of the Tenant;

(2) Preserves the Landlord's property from abusive use; or

(3) Makes a fair distribution of services and facilities held out for the general use of the Tenants.

Tenant further acknowledges and agrees that each Rule is reasonably related to the purpose for which it is adopted and is sufficiently explicit in its prohibition, direction or limitation of Tenant's conduct so as to fairly inform Tenant of what he or she must do or not do in order to comply therewith.

10.4 The process by which the Marina Rules and Regulations may be changed is as follows: pursuant to state law, the Marina may propose changes in the Rules and Regulations, including changes that make a substantial modification of the Landlord's bargain with the tenant, by giving notice of the proposed rule or regulation change to all eligible tenants, as defined by law. Unless eligible tenants of 51% of the rented slips in the facility object in writing within 30 days of the date the notice was served, the change shall be effective for such eligible tenants on a date not less than 60 days after the date that the notice was served by the Landlord.

11. If Tenant remains in possession of the Premises after expiration of the term of this agreement, and without any written agreement or renewal as to possession; or after termination or expiration of this Agreement; and Landlord refuses to accept rent from Tenant extending beyond expiration of this Agreement, then Tenant shall be regarded as a tenant at sufferance and no notice shall be required to require removal of Tenant from the Premises.

If Tenant does become a tenant at sufferance, and Tenant does not immediately remove their floating structure, Tenant will pay a storage fee equal to the amount of rent for as long as the floating structure remains in the Marina. Tenant grants a lien to Landlord to secure payment of the storage fee and grants to Landlord the right to sell the floating structure to satisfy the lien. If the floating structure has to be auctioned and then disposed of, Tenant agrees to pay Landlord the costs of disposal. Landlord will not be liable for loss or damage to the floating structure or other personal property while they are stored.

12. TERMINATION AND DEFAULT:

12.1 Termination of this Agreement by Tenant: Tenant understands that this Agreement will remain in effect and that Tenant will be liable to pay rent and other applicable charges as set forth in the Agreement, whether or not Tenant occupies the Premises for the term of this Agreement.

12.2 Minimum 10-Day Notice: Tenant agrees to provide Landlord with no less than 10 days' written notice prior to sale of Tenant's floating structure to a third person. The notice shall be delivered or mailed to Landlord as required herein. Tenant further acknowledges that upon receipt of the 10-day notice, Landlord may conduct a "four-sided" inspection of Tenant's floating structure relative to disrepair/deterioration conditions which must be corrected as condition of approval of the buyer for tenancy.

12.3 Pursuant to applicable law, all rents, charges, fees and other sums owed to the Landlord shall be paid to Landlord as a condition of Landlord's approval of an application for tenancy by a prospective buyer of Tenant's home.

13. ACCEPTANCE OF AND CONDITION OF PREMISES: Tenant affirms that he/she has inspected the Slip and all other Premises of the facility, found them to be as represented, considers them to be in a good state of repair and in a sanitary condition, and accepts the is "AS IS" condition, with all faults. Tenant agrees to report immediately to the Landlord any condition or Premises in need of repair. Tenant acknowledges notice of uneven and slippery surfaces in the facility and the absence of lighting in some areas. Tenant will carry a light and assumes risk of injury from surface conditions in the facility. Tenant will advise guests and invitees of these conditions and will provide them with portable lights for use of common areas at night. Tenant is responsible, at all times, for the behavior and actions of their guests and invitees.

14. NOTICES: The process by which notices shall be given by either Landlord or Tenant is as follows. Notices may be served by personal delivery or by first class mail to the Landlord at the address of the manager and authorized

agent and to the Tenant at the Slip.

14.1 Reciprocal Posting and Mailing Service. Any written notice from the Landlord to the Tenant may be served by personal delivery or by "mail and attachment" service. Mail and attachment service shall consist of mailing the first class mail notice copy, addressed to the Tenant, at the premises. The second notice copy shall be attached in a secure manner to the main entrance to that portion of the premises of which the Tenant has possession.

For written notices from the Tenant to the Landlord, the first class mail notice copy shall be addressed to the Landlord at the address referenced in Paragraph 3.1 herein. The second notice copy shall be attached in a secure manner to the front entrance of the location designated in Paragraph 3.1 herein. If mail and attachment service is utilized by either Landlord or Tenant, such notice shall be deemed served on the day on which both mailing and attachment are completed. If the address in Paragraph 3.1 does not lend itself to the posting of notices, Tenant shall post a true copy of the notice at the following address, which the parties acknowledge is reasonably located in relation to the tenant and available at all hours: 19609 NE Marine Drive, Portland, Oregon 97230, Slip # L-12.

14.2 Where written notices as required by law are given to terminate the Rental Agreement, the tenancy terminates on the day designated in the notice of termination and without regard to the expiration of the period for which rents are to be paid.

14.3 Landlord is expressly permitted and authorized to enter the premises without consent of the tenant and without notice to the tenant for the purpose of serving any and all notices, of any kind or nature, actual or written, which is/are referenced herein or under applicable law.

15. **WAIVER OF DEFAULT:** No delay or omission in the exercise of any right or remedy of Landlord as to any default by Tenant shall impair any such right or remedy or be construed as a waiver. No waiver by Landlord of Landlord's right to enforce any provision thereof after any default on the part of Tenant shall be effective unless made in writing and signed by Management. Any such waiver shall not be deemed a waiver of Management's right to enforce each and all of the provisions hereof upon any further or other default on the part of the Tenant. The acceptance of rent hereunder shall not, to the fullest extent allowed by law, be or become construed to be a waiver of any breach of any term, covenant or condition of this Rental Agreement or applicable Rules, nor shall it reinstate, continue or extend the term of the Tenant's Rental Agreement or affect any notice, demand or suit thereunder.

16. **ATTORNEY FEES AND COSTS:** In any action (1) to enforce or interpret this Agreement, or (2) arising out of the tenancy or abandonment of floating structure or other personal property, this Agreement, or the provisions of applicable law, the prevailing party at arbitration, trial, and appeal shall be entitled to award of reasonable attorney's fees and costs from the other.

17. **ADDITIONAL PROVISIONS:**

17.1 Lease Not Assumable. This lease agreement is not assumable by any third party. Any third party seeking to buy Tenant's floating structure and become a resident must comply with the screening and approval requirements, in advance of purchase, as set forth herein. Under no circumstances shall an unexpired remaining period of the lease be assumable by a third person.

17.2 Acknowledgment of New Owner as Landlord. If any person or entity shall succeed to all or part of Landlord's interest in the premises, Tenant shall agree in writing to acknowledge the new owner as Tenant's lawful Landlord, upon request by either Landlord or the new Owner. This Agreement may be assigned by the Landlord to the new Landlord without notice to or consent from Tenant.

17.3 Governing Law. This Rental Agreement shall be governed by and construed pursuant to the laws of the State of Oregon.

17.4 Eminent Domain. In the event of a taking of all of the premises, or such substantial portion thereof so that a reasonable reconstruction will not result in the premises being reasonably suitable for Landlord, or for any use by right of eminent domain or private purchase in lieu thereof, this Rental Agreement shall terminate on the date that the possession of the Premises or part thereof is taken. No award for any partial or entire taking shall be apportioned, and Tenant hereby renounces any interest in, and assigns to Landlord, any award made in any condemnation proceeding for any such taking, provided that Landlord shall have no interest in or be assigned any award made to Tenant for the taking of personal property and fixtures belonging to and removable at termination by Tenant.

17.5 Abandonment. If a Floating structure, residential trailer, recreational vehicle, or manufactured dwelling, or any other personal property is abandoned by Tenant, Landlord may sell the property as permitted by law. Tenant shall pay, upon demand, all costs and expenses incurred by Landlord in moving, storing, disposing, or demolishing such property.

17.6 Captions. The titles of paragraphs herein are for identification only and are not to be considered to be part

of this Rental Agreement, nor to be restrictive in any manner of the provisions of any of the paragraphs of this Rental Agreement.

- 17.7 Subordination. Tenant agrees that Tenant's rights under this Agreement are and shall remain subordinate to the operation and effect of any mortgage, deed of trust, contract, security agreement or other financing constituting the mortgage or lien on the Premises, whether now in existence or created in the future. Tenant's acknowledgment and agreement of Subordination is self-operative and no further written instrument of Subordination shall be required; however, Tenant shall execute such further assurances as may be requested from time to time by Landlord, or Mortgagee or other Lienholder.
- 17.8 Acknowledgment Regarding Visitors/Invitees. Tenant acknowledges and agrees that, prior to giving any permission or consent for a visitor, guest, licensee or resident at the premises, Tenant had made a prior investigation in good faith as to the visitor's, guest's, licensee's or resident's (1) prior threats to commit personal injury upon Landlord or other tenants, and of said person's likelihood to commit the same; (2) prior infliction of substantial personal injury upon any of said person's neighbors, and of said person's likelihood to commit the same; (3) prior intentional infliction of any damage to any rented premises or common areas, and of said person's likelihood to commit the same; and (4) prior conduct which is outrageous in the extreme, and of said person's likelihood to commit the same. After this investigation, Tenant has satisfied himself or herself that the guest(s) in question has not engaged in any such misconduct and would not be likely to commit the same if permitted to visit tenant on Landlord's property by Tenant.
- 17.9 Security System. Landlord provides no security system or patrol. Tenant will promptly notify police or sheriff in the event Tenant observes or learns of a suspicious or illegal act.
- 17.10 Lien. Tenant hereby grants to Landlord a lien, not dependent on the possession of the floating structure, to secure any sums due to the Landlord under this Agreement, whether those sums arise by reason of the moorage or storage of the floating structure or from any other services performed by Landlord on behalf of the Tenant or floating structure.

18. **INVALIDITY OF PROVISION(S)**: If any provision of this Agreement, Rules and Regulations, or any policy of the facility becomes, or is deemed to be, invalid or illegal under applicable federal, state, or local law, said provision(s) shall be deemed null and void from the date of such invalidity or illegality and Landlord shall not enforce the same after receiving adequate and authoritative notice of its invalidity or illegality. However, said invalidity or illegality of one or more provisions shall have no effect upon the remaining provisions under this Agreement, which shall remain fully enforceable. Tenant agrees not to seek recovery of damages (and expressly waives recovery of the same) from Landlord arising out of Landlord's attempt to enforce any such invalid or illegal provision, rule or regulation or policy, where said attempt was made in good faith prior to receiving notice of the invalidity or illegality of the provision in question.

19. **ENTIRE AGREEMENT/MODIFICATIONS**: Tenant acknowledges that this Agreement supersedes all prior and contemporaneous agreements between Landlord and Tenant, and to the extent a prior or contemporaneous representation or agreement is not specifically set forth herein, said representation or agreement is of no force or effect. Any and all modifications to this Agreement must be in writing, for separate consideration, signed and dated by both an authorized representative of Landlord and the Tenant.

20. **DISCLOSURES RELATING TO SMOKING POLICY**: Smoking of tobacco is PERMITTED; PROHIBITED (*check appropriate line*). If smoking is permitted, it is only permitted in the following areas:

Smoking will always be prohibited in the following areas: Decks and walkways.

21. **100-YEAR FLOOD PLAIN DISCLOSURE**: The premises x IS; IS NOT (*check appropriate line*) located in a 100-year flood plain as determined by the National Flood Insurance Program of FEMA.

22. **RIGHT OF FIRST REFUSAL**: Tenant further agrees to the following:

22.1 Tenant grants the Marina owner a right of first refusal to purchase Tenant's floating structure if Tenant receives a bona fide offer to purchase the floating structure. A copy of the offer (including all terms and conditions whether written or oral) shall be submitted to Marina owner who shall have 10 business days to meet and agree to its terms. Tenant shall inform the third party offeror of this Agreement when its offer is made. The Marina owner may agree to buy the floating structure on the offeror's terms by sending (or delivering) written notice within such 10-day period.

22.2 If the Marina owner does not send Tenant a timely notice of acceptance, tenant is free to then sell the

floating structure to offeror. But in such case: if there are any modifications or changes to the contract with offeror; if offeror fails to buy the floating structure; or, if title is not transferred, then tenant will repeat the foregoing procedure to give the Marina owner the right to meet the agreement as modified or changed, as well as the terms of all subsequent offers.

- 24. STORAGE SHEDS: If there is a storage shed at the premises, Tenant acknowledges that it is owned solely by Tenant. All storage shed maintenance, including but not limited to electrical code compliance, roofing and siding; painting or staining; structural stability (including dry and wet rot repairs); foundation work and upgrading; and skirting (if applicable) shall be performed solely by Tenant, and the cost of all such maintenance shall be paid by said person(s)/entity.

- 26. DISPUTE RESOLUTION: All disputes within the jurisdiction of the small claims court of Multnomah County shall be adjudicated in that court. All disputes not within that jurisdiction shall be resolved through binding arbitration through the Arbitration Service of Portland or the American Arbitration Association. In that case, the provisions of ORS 20.077 apply as to any prevailing party. The following are excluded from arbitration: lien foreclosure, possession, or title actions brought by Landlord.

The following exhibits, if any, have been made a part of this Agreement before the parties' execution:

- Exhibit A: Marina Rules and Regulations.
- Exhibit B: Home Ownership Change Inspection Lease Addendum, if applicable.
- Exhibit C: Oregon Attorney General Addendum form as to any required improvements, if applicable.

Tenant, by executing this Agreement, acknowledges that he/she has received a copy of this Agreement and a copy of any Rules and Regulations (which if violated may be cause for eviction) and an updated Statement of Policy for Landlord with all attachments. Tenant states that he/she has read all of these documents and understands them to the best of his/her ability and is willing to abide by this Rental Agreement and the Rules and Regulations.

EACH SIGNATORY BELOW ACKNOWLEDGES THAT HE OR SHE HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT AND THAT THEY EXECUTE THIS AGREEMENT OF THEIR OWN FREE WILL AFTER HAVING THE OPPORTUNITY FOR CONSULTATION WITH AN ATTORNEY. EACH SIGNATORY BELOW ACKNOWLEDGES AND AFFIRMS THAT HE OR SHE IS BOUND BY EACH AND EVERY TERM AND CONDITION SET FORTH ABOVE.

Tenant: _____ Date: _____

Printed Name:

Tenant: _____ Date: _____

Printed Name:

Tenant: _____ Date: _____

Printed Name:

_____ Date: _____
Authorized Agent of Landlord