

MARINA BERTHING LEASE
(Form Revised January 2015)

LESSOR: The Landing Boat Club, an Oregon non-profit corporation
c/o Community Management, Inc.
2105 SE 9th Avenue
Portland, OR 97214

LESSEE: _____

MAILING ADDRESS: _____

_____ Phone: _____

MOORAGE SLIP #: _____ Slip Length: _____ Beam: _____

TERM COMMENCEMENT: _____

1. Marina. Lessor owns and operates a recreational boat marina (the "Marina") located on the Willamette River at Milepost 15, at the foot of SW Boundary Street in Portland, Multnomah County, Oregon. The Marina is generally illustrated in Exhibit "A" attached hereto.
2. Moorage Slip. Lessor hereby leases to Lessee the Moorage Slip designated above. The parties acknowledge that the Moorage Slip is a berth designed for one vessel not to exceed the length and beam shown above. Lessee agrees that the vessel moored shall be used for pleasure and recreation only, and no commercial ventures or activities of any kind shall be undertaken in or near the Marina.
3. Term. The term of this lease shall commence on the above date and shall continue so long as the Submerged Lands Lease ML-636 remains in effect between Lessor and the State of Oregon Division of State Lands.
4. Consideration. Lessee agrees to pay quarterly rent and special assessments to Lessor representing Lessee's proportionate share of the common expenses of operating and maintaining the Marina, including without limitation rent to the State of Oregon, taxes, utilities, security, insurance, costs of maintenance, repair, upkeep and modifications, reserves for repair and replacements, and costs of administration. Lessee's quarterly rental charges and special assessments provided herein shall be calculated based upon the size of the Moorage Slip as described above and shall be due the first day of each calendar quarter.
5. Bylaws. Lessee and all present or future lessee(s), sublessees, guests, family, contractors, employees and any other person affiliated with Lessee shall be subject to the provisions set forth in the Bylaws recorded in the Multnomah County, Oregon deed records on May 26, 2004 as Fee No. 2004-093617 ("Bylaws"). The lease, rental or occupancy of the Mooring Slip shall constitute acceptance of these Bylaws and agreement to comply therewith.
6. Possession. Lessee covenants to exercise due care in occupation of the leased Moorage Slip and to vacate the same upon termination in good condition, excepting only wear and tear occasioned by normal use. Lessee shall indemnify Lessor against all claims, actions, proceedings, damages and liabilities, including attorney's fees arising from or in connection with Lessee's possession and use. Lessee accepts the Moorage Slip AS IS, and Lessee is satisfied that the Moorage Slip is adequate for safe mooring of Lessee's vessel. Lessee alone shall ensure that

Lessee's boat is safely moored with lines adequate for weather conditions. This lease shall not constitute a bailment of Lessee's boat by Lessor, and is only a lease of the Moorage Slip. Lessor's liability to Lessee is limited to the obligations expressly provided herein.

7. Damage and Destruction; Condemnation. In case of damage or destruction to the Marina, this lease shall continue and Lessor shall repair the damage or destruction. In the event Lessor's insurance is not sufficient to pay the cost of restoration, the cost in excess of Lessor's insurance will be assessed to the Lessee and included in the periodic rent. In the event of any condemnation of Lessee's Moorage Slip, the portion of the award attributable to the value of Lessee's Moorage Slip shall be paid to Lessee.
8. Default. Any one of the following shall constitute a default under this lease:
 - (a) Failure to pay rent or any assessment within thirty (30) days after the same is due.
 - (b) Failure to comply with any of the terms or conditions of this lease, the Bylaws or any applicable rule or regulation, within twenty (20) days after written notice from Lessor. If such non-compliance cannot be cured within the 20 day period, this provision shall be satisfied if Lessee commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.
9. Remedies. Upon default, Lessor may exercise one or more of the following remedies in addition to any other remedy provided by law:
 - (a) Recover unpaid rent, special assessments and damages.
 - (b) Perform any obligation of Lessee that is in default and recover the costs of the same plus interest at the rate of twelve percent (12%) per annum.
 - (c) Impose reasonable fines against Lessee.
 - (d) Enter the Mooring Slip and remove the cause of the violation or alter, repair, replace or change the item that is in violation in such manner as to make it comply with the terms and conditions of this lease, in which case the Lessor may assess the Lessee for the entire cost of the work done.
 - (e) After thirty (30) days written notice, (i) take immediate possession of the Moorage Slip, (ii) lease the Moorage Slip to another party, and (iii) remove and store, at Lessee's expense, all personal property, including any vessel moored in the Moorage Slip, and all equipment and accessories. Lessee shall be entitled to resume possession of the Moorage Slip and all other rights hereunder, provided that, prior to the expiration of such thirty (30) day period, all charges then owing, and all charges which have subsequently accrued including all storage charges and attorney fees incurred by Lessor whether or not suit or action is filed, are fully paid, and all other violations of this lease have been cured.
 - (f) Bring suit or action against Lessee to enforce this lease.
10. Assignment; Sublease. Lessor reserves the right to restrict and prohibit the assignment, sublease, or other transfer of Lessee's rights hereunder, to the extent such restrictions or prohibitions are reasonably necessary in order to ensure compliance with all applicable laws, rules, and regulations imposed by any government agency, including but not limited to Willamette Greenway permit requirements. Subject to the foregoing, Lessee shall have the right to assign, sublease, or otherwise transfer rights under this lease, upon reasonable notice to

Lessor. Provided, however, the Mooring Slip may not be subleased to more than one party with one vessel at a time.

11. Rules and Regulations. Lessor may from time to time adopt rules and regulations consistent with the terms hereof for the orderly operation, possession, and use of the Marina. Lessee acknowledges that Lessee has received a copy of, has reviewed, and agrees to comply with, all such rules and regulations, as well as the Bylaws of Lessee. Lessor may alter or amend the Bylaws or rules and regulations from time to time and such amendments shall become binding upon Lessee ten (10) days after the earlier of (a) written notice to Lessee; or (b) prominent publication by notice on the Marina grounds.
12. Compliance With Laws. Lessee shall promptly comply with all laws, ordinances, orders, regulations and statutes effecting the Moorage Slip, the Marina, and all of Lessee's property located at the Marina. The Greenway Trail located adjacent to the Marina shall not be obstructed or blocked by vehicles, watercraft, or other Marina related equipment, and the ballards shall not be removed in order for vehicles to load and unload boating equipment and watercraft on to the Marina, except for Marina maintenance.
13. Disputes. The legal relations of the parties hereunder, and all other matters hereunder, shall be governed by the laws of the State of Oregon. Unresolved disputes shall be resolved in a court of competent jurisdiction in Portland, Oregon, and all parties hereto consent to the jurisdiction of such court.
14. Professional Fees. In case suit or action is instituted to enforce any of the provisions of this Agreement, the prevailing party therein shall be awarded all reasonable and necessary fees for appraisals, business valuations, title reports, foreclosure guarantees, investigations, and depositions, as well as fees for bookkeepers, accountants and witnesses (expert or otherwise) reasonably incurred by that party in connection with such suit or action, plus such sums as may be adjudged reasonable for that party's attorney fees throughout such suit or action, including all hearings, trials, and appeals. An award of fees hereunder shall include all fees and expenses in connection with bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), insolvency proceedings, receivership proceedings, and judgment collection proceedings, including post-judgment procedures. In addition, Lessee shall be entitled to its reasonable attorneys fees and costs incurred in any collection activity taken to collect delinquent rent, special assessments, fines or interest, whether or not suit or action is commenced.
15. Equitable Remedies. In addition to all other legal rights and remedies, either party shall be entitled to obtain from any court of competent jurisdiction all appropriate equitable remedies, including preliminary and permanent injunctive relief, against any actual or threatened violation of any term hereof, as well as an equitable accounting of all profits or benefits arising out of such violation, without requirement of bond, and without a showing of actual damages.
16. Waiver. No delay or failure by any party to exercise any right, power or remedy with regard to any breach or default by such party under this lease, or to insist upon strict performance of any of the provisions hereof, shall impair any right, power or remedy of such party, and shall not be construed to be a waiver of any breach or default of the same or any other provisions of this lease.

17. Notices. All notices under this lease shall be sufficient if personally delivered or mailed by certified mail/return receipt requested to the parties hereto at their respective addresses first written above, or at such other address as may be designated by the parties in writing.

LESSOR:

LANDING BOAT CLUB, an Oregon
non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

By: _____

Name: _____

Date: _____

Boat Make/Model: _____

Boat Length: _____

HIN Number: _____

Insurance Carrier and Policy Number:
