

**ASSIGNMENT OF LEASE  
(Form Revised January 2015)**

LESSOR: The Landing Boat Club, an Oregon non-profit corporation  
c/o CMI  
2105 S.E. 9th Avenue  
Portland, OR 97214

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

MOORAGE SLIP #: \_\_\_\_\_ SLIP LENGTH: \_\_\_\_\_ BEAM: \_\_\_\_\_

ASSIGNEE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_ PHONE: \_\_\_\_\_

This Assignment of Lease (this "Assignment") is made as of \_\_\_\_\_ (the "Effective Date") by and between the above referenced parties.

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.

2. Lease Agreement. The parties acknowledge a certain Lease Agreement (the "Lease") between Lessor and Lessee dated \_\_\_\_\_ providing for Lessee's lease of the Moorage Slip designated above. A copy of the Lease is attached hereto and incorporated herein.

3. Assignment. Lessee does hereby assign and transfer to Assignee, all of Lessee's right, title and interest under the Lease, and delegates unto Assignee all of Lessee's duties and obligations thereunder.

4. Assumption. (a) Assignee hereby assumes each and every obligation of Lessee under the Lease on and after the Effective Date, including without limitation, the obligation to pay rent and other sums due and owing to Lessor thereunder, and perform all covenants, conditions and stipulations under the terms of the Lease.

(b) Assignee agrees to promptly execute Lessor's standard form of Marina Berthing Lease, the terms of which shall supersede and replace those of the Lease, and thereafter all rights and liabilities between Lessor and Assignee shall be governed by the terms and conditions of such marina Berthing Lease.

(c) The parties acknowledge that the Moorage Slip is a berth designed for a vessel not to exceed the length and beam shown above. Assignee 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.

5. Rights of First Refusal. Pursuant to the terms of the Lease, Lessor certifies that the provisions of the Lease regarding rights of first refusal have been complied with by Lessee, and the rights of Lessor and other lessee's to exercise their right of first refusal have been terminated.

6. Release. Based upon Lessor's certification set forth above, and upon Assignee's assumption set forth above, Lessee shall be released from all further obligations under the Lease.

7. Cooperation. The parties agree to fully cooperate in carrying out this agreement, including the execution of all documents reasonably necessary to effectuate the intention of the parties.

8. Entire Agreement. This agreement sets forth the entire agreement between the parties hereto. Modifications or additions to this agreement shall be considered valid only when mutually agreed upon in writing signed by the parties.

9. Attorney Fees. The prevailing party in any action based on this agreement shall be awarded reasonable attorney fees at trial, on appeal, and for post-judgment collection.

10. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date set forth above.

**LESSOR:**

LANDING BOAT CLUB, an Oregon non-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**LESSEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**STATE OF OREGON**  
COUNTY OF \_\_\_\_\_

This record was acknowledged before me on

\_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC – STATE OF OREGON**

**ASSIGNEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**STATE OF OREGON**  
COUNTY OF \_\_\_\_\_

This record was acknowledged before me on

\_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC – STATE OF OREGON**