

**EXPIRATION DATE:**
**MOORAGE SPACE:**
**OPEN MOORAGE RENTAL AGREEMENT**
**LESSOR: PORT OF THE DALLES**, 3636 Klindt Drive, The Dalles, OR 97058, 541-298-4148x200, fax 541-298-2136  
 Email: kathy@portofthedalles.com

**LESSEE:**
**TERM:** \_\_\_\_\_ to \_\_\_\_\_

**MOORAGE FEE FOR LEASE TERM: \$** \_\_\_\_\_ **ELECTRICAL FEE: \$** \_\_\_\_\_ **WATER FEE: \$** \_\_\_\_\_

For the purpose of this agreement the following definitions shall apply:

**BOAT:**

"Boat" is a vessel moored in the above described slip, further defined as a vessel or water craft propelled by oars, sails or engine.

**SLIP:**

"Slip" is space on the water in the Port of The Dalles Marina designated by reference to a slip number designated for the moorage of lessee's boat.

***THIS AGREEMENT WILL NOT TAKE EFFECT WITHOUT THE FOLLOWING COMPLETE INFORMATION***

Watercraft Owner's Name		Insurance Agent/Phone #	
Mailing Address		Watercraft Length/Width	
Physical Address		Watercraft Name	
Home Phone # E-Mail Address		Watercraft OSMB Decal #	
Alternate Phone #		Watercraft type & fuel capacity	
Emergency Contact Name - #		Special Assessment	

**By initialing immediately following this sentence, Lessee acknowledges receipt of a copy of this Boathouse lease, including the Port of The Dalles Marina Rules & Regulations, which are a part of this Boathouse lease.**
**Initials of Lessee:** \_\_\_\_\_

**Proof of Watercraft Current Registration:** \_\_\_\_\_ yes      **Port Staff** \_\_\_\_\_

**Proof of Watercraft Insurance:** \_\_\_\_\_ yes      **Port Staff** \_\_\_\_\_

In consideration of the mutual covenants of the parties it is hereby agreed as follows:

- AGREE TO RENT** - *Lessor* does hereby rent to the *Lessee* the slip space for the term above mentioned.

2. **4. RENTAL** -

(a) The **Lessee** shall pay to the **Lessor** the amount stated above for moorage and additional fees for the identified leased moorage space,

(b) Rental shall be paid to **Lessor** by **Lessee** as follows:

(i) Minimum payment of ½ the total rental and additional fees is due August 15, 2011. If the first ½ payment of the total rental and additional fees is not received by August 15, 2011, a \$75.00 late fee will be added to the full rental amount which shall be immediately due and the entire then remaining unpaid balance of rental, additional fees and late fees shall run with a penalty fee at the rate of 12% per annum until paid in full. Accounts that are 90 days past due will be sent to the Port's attorney to be collected. If the matter is turned over to the Port's attorney to collect past due rental with fees and interest, **Lessee** agrees to pay **Lessor's** attorney fees and costs of collection.

(ii) The second ½ and final payment of the total rental and additional fees is due November 15, 2011. If the second ½ and final payment of the total rental and additional fees is not received by November 15, 2011, a \$75.00 late fee will be added to the full rental amount which shall be immediately due and the entire then remaining unpaid balance of rental, additional fees and late fee shall run with a penalty fee at the rate of 12% per annum until paid in full. Accounts that are 90 days past due will be sent to the Port's attorney to be collected. If the matter is turned over to the Port's attorney to collect past due rental with fees and interest, **Lessee** agrees to pay **Lessor's** attorney fees and costs of collection.

3. **ADDITIONAL RENT** - The **Lessee** shall pay the following amounts as additional rent for the leased space by paying said amounts directly to the party or parties to whom said amounts are owed as soon as reasonably practicable after said amounts are due and in no event, longer than twenty (20) days after said amounts are due:

- a. All charges for heat, light, power, sewage and other services or utilities used by **Lessee** on the space.
- b. All amounts which **Lessee** is required to reimburse to the **Lessor** for expenses incurred by the **Lessor** in discharging any of the **Lessee's** obligations herein set forth.
- c. All municipal assessments against the property located on the space as the total amount and time for paying said municipal assessments relates to the remaining term of said lease.
- d. All other amounts which the **Lessee** is required to pay by any other provision in this lease.

4. **TERM EXPIRATION** - This agreement expires on the date above unless renewed prior to that date.

5. **PERMITTED USE** - The slip herein rented shall be used for the moorage of lessee's boat only and for no other purpose. **Lessee**, his agents, assigns, heirs and successors are absolutely prohibited from using the boat moored in accordance with this agreement as a dwelling unit or residence as defined under the RESIDENTIAL LANDLORD AND TENANT ACT as set forth in ORS 90.100 to 90.840. **Lessee** shall not use or occupy nor permit the slip or the boat located thereon to be used or occupied for any business use or purpose or for any purpose deemed disreputable to the **Lessor**.

6. **INSPECTION OF SPACE**: The **Lessor** shall have the right to cause a qualified official to inspect the boat located in the slip rented under this agreement at any reasonable time to determine adherence to fire, sanitary, health, and safety requirements and/or violation of the terms of this agreement. In an emergency situation, when **Lessor's** staff boards the boat to prevent its sinking or danger to other boats or Port property, time and material charges may be charged back to the **Lessee** at the **Lessor's** discretion.

7. **SUBSTITUTE SLIP** - It is acknowledged by the parties that the **Lessor** may require **Lessee** to move his boat from the slip rented herein to another designated slip from time to time under this agreement.

8. **COMPLIANCE WITH RULES & REGULATIONS** - **Lessee** agrees to be bound by and to comply with all rules and regulations of the Port of The Dalles Marina. **Lessee** acknowledges that it has received copies of all such rules and regulations at inception. Copies of rules and regulations are also available in the Port Office.

9. **SURRENDER** - At the expiration of this agreement, or at any time hereunder the **Lessee** is in default in accordance with Paragraph 10 below, or otherwise violates the provisions of this agreement and/or the rules and regulations of the Port of The Dalles Marina, the **Lessee** shall surrender the leased slip to the **Lessor** and shall remove the boat moored in the space from the Port of The Dalles Marina. If the boat moored in the leased slip by the **Lessee** is not removed in accordance with this provision, the **Lessor** may, without advance notice, take possession of **Lessee's** boat and its contents without any further procedure and without instituting any formal legal proceedings and the Port of The Dalles is authorized to store, use, sell or dispose of said boat and personal property in a lawful manner to pay **Lessor's** costs of taking possession of said boat and contents, of storing said boat and contents, and to pay **Lessor's** damages arising from **Lessee's** holdover and/or other violations of this agreement.

10. **DEFAULT** - **Lessee** shall be in default with respect to this rental agreement in the event that **Lessee** shall fail to pay the rent herein required within five (5) days after it is past due, or in the event that **Lessee** shall fail to perform any other agreement herein required within ten (10) days after having received written notice of such default from the **Lessor**. Provided, however, if the default is of such a nature that it cannot be cured within ten (10) days **Lessee** shall commence the necessary curative action within the ten (10) day period and proceed with this curative action with due diligence. In the event of default other than payment of rent, **Lessor** shall have the right to terminate this lease by notice in writing to the **Lessee** within ten (10) days after the running of the grace period and retake possession of the leased slip either by force,

personal property in accordance with the surrender provisions above, together with the right to recover any rentals in arrears in addition to all other remedies provided by law. **Lessee** waives service of notice of intention by **Lessor** to reenter or of instituting legal proceedings. In addition, and at its option, the **Lessor** may terminate **Lessee's** right to rent a slip in the Marina further, all without prejudice to the **Lessor**, and collect fees and utility charges under this agreement until such time as **Lessee's** boat is removed from the Marina.

11. **WAIVER** - Waiver by either party of strict performance of any provision of this agreement shall not be a waiver of or prejudice the parties' rights to require strict performance of the same provision in the future or any other provision.

12. **ATTORNEY'S FEES AND COSTS** - In the event suit or action is instituted to enforce any of the terms of this lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other such sums as allowed by law.

13. **RESTRICTION ON ASSIGNMENT** - **Lessee** acknowledges that this lease is personal to the **Lessee**. **Lessee** shall not assign, sell, sublease, loan or otherwise transfer the space herein leased to any other person or entity without the prior written consent of the **Lessor**.

14. **LESSEE CONFIDENTIALITY REQUEST**- The **Lessee** has submitted information to the **Lessor** in connection with this Lease which **Lessee** requests not be disclosed to third parties, unless required by Oregon law or unless as part of the **Lessor's** rights and remedies to enforce the Lease or parts thereof in the event of noncompliance with Lease terms by **Lessee** or default in any obligation by **Lessee**. In particular, **Lessee** has requested **Lessor** to keep his, her or their supplied information, including their name(s) as a **Lessee** of **Lessor**, and regarding credit reports, background checks, Social Security numbers, contact information, such as addresses, phone numbers, fax numbers and email addresses, and information pertaining to boat and boathouse registration and licensing, from being given to or copied to third parties, not otherwise connected with or part of **Lessor's** rights, remedies and enforcement as above stated, and as may be requested through public records requests, the **Lessee** believing and desiring said information to be confidential within the meaning and scope of ORS 192.502(4). Under such circumstances, **Lessee** hereby requests **Lessor** not to disclose the Lease or make a copy of same, or disclose any part of the content thereof, to third parties who may request such information or copy in the future pursuant to a public records request.

15. **HOLD HARMLESS** - **Lessee** agrees at all times to hold the Port of The Dalles harmless against any and all claims and demands arising from the negligence of the **Lessee**, his or her agents, invitees, or employees, and **Lessee** does specifically acknowledge that the Port of The Dalles is not liable under any circumstances for any loss or damage to **Lessee's** boat, **Lessee's** person or **Lessee's** property, except as the result of active negligence on the part of the Port of The Dalles.

The **Lessor** has by resolution approved by the Port Commission authorized the Port officer or agent signing this document below to sign same on behalf of the Port and to enter into this, and other, lease agreements.

**SIGNATURES:**

**LESSEE:  
BOAT OWNER**

**LESSOR:  
PORT OF THE DALLES**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title