
Slip Rental Agreement

1. Lessor retains the right to designate the slip space Lessee shall rent. Lessor shall consider Lessee's preference when assigning dock space. However, the rights of other Lessee and the Lessor's business judgment shall be the primary factors considered in assignment of dock space.
2. Subject to Lessee's priority use right, Lessor retains the right to rent Lessee's assigned dock space on a daily rental basis to temporary Lessee if Lessee's boat is absent for a period of two days or more. Lessee must notify Lessor if Lessee plans to be gone for more than one day (24 hours) of how many days Lessee will be gone. If Lessee returns and someone is occupying Lessee's slip, Lessor shall take immediate action to move temporary occupant.
3. Lessee agrees not to sell, transfer, assign or permit the use of assigned slip space without express written consent.
4. If Lessee desires to dock a boat other than the craft referenced in this agreement, Lessee must obtain the written permission of Lessor and pay any additional charges. Lessee will be required to re-register and execute a new Boat Space Rental Agreement and provide proof of insurance.
5. Only those persons specified in this agreement shall be permitted to enter the marina without the Lessee being present or operate the boat in the marina. Lessee assumes responsibility for Lessee's guests and shall indemnify Lessor for all damages and losses caused, including reasonable attorney fees and costs incurred, by Lessee's guests.
6. Lessee agrees that Lessor shall not be liable for any loss caused by any delay in launching, winter storage, power outage, transportation or commissioning caused by weather, acts of God or government, or any other event beyond the control of the Lessor.
7. Lessor does not guarantee that electrical service shall be continuous. Lessee shall not use marina electrical outlets to operate power tools, equipment or machinery unless written permission has been given by Lessor.
8. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies on the docking area or in the marina is prohibited. Lessee shall indemnify Lessor for all damages and losses caused, including reasonable attorney fees and costs incurred, by Lessee's use of fire, hazardous equipment, substances, materials or supplies, including, but not limited to the cost of any environmental clean-up procedures.
9. Lessee shall use the docks and other marina facilities for reasonable and typical boating activities. NO SWIMMING! Lessee shall keep the dock area clear of all gear, tackle and other obstructions such as rubbish, canvas covers, water toys, boat parts, storage bins, etc. Lessee agrees not to dispose of waste or trash (including treated or untreated sewage from heads or holding tanks) in the harbor or docking area in addition, Lessee shall not cause damages to the docking facility through excessive wear and tear, or create any unnecessary disturbance or nuisance. Excessive refuse from boats or boat repair, accessory replacement, etc. shall be promptly removed from the premises, and may not be put into marina waste receptacles, especially hazardous wastes of any kind. Customers will be charged for time, materials, and any fines, if occurs, for clean-up.
10. Lessee may work on Lessee's boat in the marina as long as such work does not interfere with the rights of other Lessee or the operation of the marina or cause contamination to the waters or dock area. If Lessee wishes to have someone other than himself/herself or any employee of the Lessor work on his/her boat in the marina, Lessee agrees to obtain outside service personnel who have adequate insurance coverage and who shall, upon request, deliver to Lessor evidence of a standard certificate of workers compensation and liability insurance coverage.
11. Lessor shall have statutory maritime lien (state and Federal) rights upon the boat, motor and attached equipment to secure any and all services and materials supplied to Lessee by Lessor during the term of this agreement, in addition to all liens or other rights available under state law and/or the Uniform Commercial Code.
12. Lessee shall not remove his boat from rented dock space until all charges secured by the liens described in paragraph 11 or any other liens, have been paid in full.
13. Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under this agreement or any amounts due and secured by the liens described in paragraph 11 or 12 of this agreement, regardless of whether an action or suit is filed.
14. If Lessee fails to remove his/her boat and equipment from rented dock space at the termination of this agreement, Lessor shall have the option of:
 - a. Charging Lessee daily rent on a pro rata basis for the dock space occupied; or
 - b. Taking possession of the boat and equipment and locking it to the slip occupied; or
 - c. Moving the boat and equipment to another location on water or land; or
 - d. Pursuing any other remedy available under law, whether equitable or otherwise.
15. No "for sale" signs are allowed on any boats in the moorage. Lessee can sell his/her boat through the marina, through a private boat broker or "by owner", but no person may enter the marina to view the boat without Lessee being present, including Lessee's broker. In other words, a broker is not allowed to bring potential buyers to the boat unless the Lessee accompanies the

- broker and the potential buyers. Brokers are not authorized to come onto the property without Lessee present.
16. If Lessee fails to make rental payments, Lessor shall have the rights set forth in this Boat Space Rental Agreement, and Lessor may pursue any of the remedies set forth in paragraph 14 in addition any remedies available to Lessor at law or in equity.
 17. Insurance: Lessee agrees to have the watercraft adequately covered by a full marine insurance package (hull coverage, as well as indemnity and liability coverage). At Lessor's request, Lessee shall provide a certificate of insurance demonstrating coverage as required by this agreement. Lessee shall give Lessor at least thirty days advance notice prior to cancellation of insurance coverage required by this agreement. Liability coverage shall not be less than \$100,000.00.
 18. Waiver of Coverage: Lessor shall not be liable to Lessee or to any insurance company (by way of subrogation or otherwise) insuring Lessee for injury, loss or damage to persons, watercraft, docks, attached facilities or other tangible property, or a resulting loss of income, or losses under workers compensation laws and benefits, even though such a loss or damage might have been occasioned by the negligence of Lessor, its agents or employees.
 19. Indemnification of Lessor: Lessor shall not be responsible for any loss or damage to the property of any person or entity occurring on Lessee's slip space, boat, and the marina, unless caused by Lessor's gross negligence or willful misconduct. Lessee shall indemnify and hold Lessor harmless from any and all loss, damage, liability, cost and expense or attorney fees resulting in any way from use or occupancy of the rented space or Lessee's boat or the marina, by Lessee, or Lessee's family, guests, invitees or employees, or contractors unless caused by the gross negligence or willful misconduct of Lessor.
 20. Lessor has not represented and does not guarantee or warrant the level of the water within the marina property or the Space. Lessee acknowledges that the water level rises and falls and that Lessee is fully responsible for any injury, damage, or loss to Lessee's boat, or other property of Lessee or Lessee's invitees, guests, family, employees or contractors, occurring due to the rise or fall of the water level. Lessor further does not warrant, represent or guarantee the subsurface conditions for the space. That is, there is accretion and shifting of sand and/or silt underneath the water; to the extent this occurs after commencement of the tenancy, Lessor has no responsibility therefor and may terminate this agreement if water levels are too low and/or sand deposits become too great for the moorage of Lessee's boat at the space.
 21. Lessor shall enter Lessee's boat only for periodic inspections or in the event of emergency, as set forth in paragraph 22 below.
 22. In a potentially dangerous situation, and at Lessor's sole discretion, Lessor shall be permitted to move Lessee's unattended boat to a safer location if possible. However, Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Lessor's prevailing rates for the service rendered and Lessee shall be required to pay all costs incurred by Lessor on Lessee's behalf. In the event Lessor moves Lessee's boat, Lessee shall indemnify and hold Lessor harmless from any and all liability, injury, loss or damage by or resulting to Lessee's boat.
 23. Lessee shall abide by all rules posted in and around the marina. If Lessee violates any of the terms and conditions contained in this agreement or violates posted rules, Lessor shall have the option of terminating this agreement upon 10 days written notice to Lessee. Lessee must remove his/her boat from the marina prior to the end of the 10 day period. Additionally, Lessor shall also be entitled to pursue any other remedies available to Lessor at law or in equity. If the violation is of a serious nature, and Oregon law allows a shorter eviction period, then that shorter eviction period shall be used.
 24. LESSEE AGREES THAT THE BOAT SUBJECT TO THIS AGREEMENT SHALL NOT BE USED AS A DOMICILE. THIS AGREEMENT DOES NOT CREATE A RESIDENTIAL LANDLORD-TENANT RELATIONSHIP, NOR ANY RIGHTS OR LIABILITIES UNDER THE OREGON RESIDENTIAL LANDLORD TENANT ACT. NO PERSON SHALL RESIDE ON THE BOAT SUBJECT TO THIS AGREEMENT. NO PERSON SHALL STAY OVERNIGHT ON THE BOAT FOR MORE THAN TWO NIGHTS IN ANY ONE SEVEN DAY PERIOD.
 25. This Boat Space Rental Agreement constitutes a lease of slip space in the marina and does not constitute a bailment. Lessee shall at all times retain possession and control of Lessee's boat subject to Lessor's rights under this agreement in the event of breach of this agreement, non-payment of rent, and other rights and remedies of Lessor set forth in this agreement.
 26. In the event that any portion of this agreement is found invalid or unenforceable, that portion of the agreement shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of this agreement shall remain in full force and effect.
 27. This agreement constitutes the entire agreement between the parties and shall not be modified, except in writing, agreed to and signed by both parties.
 28. This agreement shall be construed under the laws of the State of Oregon.
 29. All notices of default concerning this agreement and any other notice or delivery required or permitted in this agreement shall be deemed sufficiently given or served if delivered personally or sent by certified mail - return-receipt requested and addressed to the parties of the address set forth on the front of this rental agreement. Notice sent by certified or registered mail, shall be deemed received on the third business day after deposit of the same in the United States mail, properly addressed and postage fully paid.

RELEASE OF LIABILITY: LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY INJURY OR LOSS (INCLUDING DEATH) OF ANY KIND TO ANY PERSON OR PROPERTY. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT LESSEE HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY CONNECTED WITH LESSOR'S DOCKING FACILITY/MARINA. THIS RELEASE AND DISCHARGE SHALL COVER,

FRED'S MARINA

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WITHOUT LIMITATION, ACTIONS BY LESSOR, LESSOR'S EMPLOYEES, OTHER OF LESSOR 'S TENANTS, OTHER VISITORS AND THIRD PARTIES. THIS RELEASE OF LIABILITY COVERS DAMAGE CAUSED BY ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE RESULTING FROM LESSOR 'S EMPLOYEE PARKING OR HAULING LESSEE'S BOAT, AND VANDALISM, THEFT, FIRE, HAIL, HIGH/LOW WATER, STORMS, WIND, LIGHTNING, COLLISION, ICE, RAIN, POWER OUTAGES, OR ANY OTHER ACT OF GOD, NATURE OR MAN.