

JANTZEN BEACH MOORAGE, INC.
Garage/Carport Rental Agreement

1881 N. Jantzen Ave
Portland OR 97217
(503) 283-2151

Unit Number: _____ Agreement Date: _____ Move in date: _____

Telephone # Home: _____ Telephone # Work: _____

Member Name: _____

Member Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Residential Address: _____

City: _____ State: _____ Zip: _____

Rent

Security Deposit

Monthly Rent _____

A. _____ / _____
Place of Employment Position

B. _____ C. _____
Social Security # D.L. State/No.

D. 1. _____ / _____ / _____ / _____ E. 1. _____
Automobile Type Color Year Manufacturer License #

2. _____ / _____ / _____ / _____ 2. _____
Automobile Type Color Year Manufacturer License #

(Only one automobile at a time is permitted in the carport)

F. _____ / _____ G. _____
 In Case of Emergency Telephone No. Space Assigned

H. _____ I. _____ J. **Twenty-five dollars (\$25.00)**
 Monthly Rental Expiration Date (If Applicable) Fee for Dishonored Check

K. _____ L. **Five Percent (5%)**
 Security Deposit (If Applicable) Late Payment Charge

RENTAL AGREEMENT

The owner of the Garage/Carport facility at Jantzen Beach Moorage, Inc. (“ Facility”), on Hayden Island, a non-profit Oregon Corporation (“Landlord”), hereby rents to the Member(s) identified above (“Member”). And Member hereby rents from Landlord, the rental space (the “Premises”) specified in Section G above, which is located in the Facility, for consideration of the payment of rent and on the terms and conditions set forth in this Rental Agreement (“Agreement”).

1. **MEMBERS REPRESENTATIONS:** Member represents and warrants to Landlord that the information provided by Member in Sections A through F above is true and complete as of the date hereof. Member shall immediately (no less than three (3) business days) notify Landlord of any subsequent changes in such information during the term of this Agreement. Member hereby grants Landlord Member’s permission to independently verify the accuracy of all information contained in Sections A through F above. Member represents and warrants to Landlord that Member is an owner of a moorage slip for a floating home at Jantzen Beach Moorage, Inc. on Hayden Island and, as such, is in good standing. Member further represents and warrants that Member is not, nor is any member of his/her household, a lessee of any more than two garage/carport at the Facility.

2. **POSSESSION, ACCEPTANCE OF PREMISES:** Upon taking possession of the Premises, Member shall be deemed to have inspected the Premises and to have agreed that it is satisfactory for all Member’s purposes, including, without limitation, safety and security. Member takes such Premises “**AS IS**” without representations or warranties of any kind, character or nature, express or implied, by Landlord, its agents or employees.

3. **TERM:** The rental term shall be, on a month to month basis, beginning on the move-in date set forth above and will continue until terminated as provided by this Agreement or applicable law, except that if an expiration date of the rental term is set forth in Section I above, the rental term shall terminate on such date and Member shall vacate the Premises no later than such date without any further notice from Landlord to vacate.

4. **RENT:** Member shall pay Landlord monthly rent in the amount set forth in Section H above, subject to adjustment as set forth below, in advance on or before the first (1) day of each month at the address of Landlord set forth above or at such address as may be designated in writing by Landlord,

except that Member shall pay the rent for the first month of the term of this Agreement upon execution of this Agreement. In the event apportionment of rent is necessary for a partial month, rent shall be prorated on a day-to-day basis with the monthly rent multiplied by the number of days in the partial month and divided by the total number of days in that calendar month. All sums received shall first be credited to fees and other charges, as Landlord may select, then to rent. The amount of the monthly rent and other charges payable under this Agreement may be increased by Landlord from time to time during the term of this Agreement by giving Member thirty (30) days' advance notice of the increase. The Agreement shall be deemed amended to incorporate the new terms with respect to rent and other charges after such an increase.

5. ADDITIONAL FEES AND DEPOSITS:

(a) Late Payment: If rent is not received by Landlord prior to five p.m. on the ten (10th) day after the date it was due, Member shall pay Landlord a late payment charge in the amount shown in Section L above, subject to adjustment as set forth in Section 4 above. Said sum is agreed liquidated damages for the expenses incurred by Landlord with respect to such late payment.

(b) Fee For Dishonored Check: Member shall pay Landlord a fee in the amount of the sum set forth in Section J above, subject to adjustment as set forth in Section 4 above, for each check paid by Member to Landlord that is not honored by the bank. Thereafter, on Landlord's demand, all future payments by Member to Landlord must be made by cash, cashier's check or money order.

(c) Interest: Whenever any sum payable to Landlord under this Agreement is not paid when due, it shall bear interest from the due date until paid at the lesser of eighteen percent (18%) per annum or the maximum interest rate legally payable.

6. USE: Member may list more than one automobile as owned by Member in Sections D and E above ("Member's Automobile"), so that either shall be authorized to occupy the Premises. However, Member shall use the Premises only for parking one (1) of Member's Automobile [s] at a time with the license number(s) identified in Section E above. The Members Automobile parked in said garage/ carport must be mechanically operable and currently licensed to operate on public streets. The parties acknowledge that the primary use of the Premises shall be for parking one (1) Member's Automobile.

7. COMPLIANCE WITH LAWS: Member shall abide by all **laws, rules and regulations** of any public authority and/or Jantzen Beach Moorage, Inc. applicable to the use or occupancy of the Premises. Members shall notify Landlord in the event Member observes or learns of a suspicious or illegal act occurring within the Facility.

8. ABANDONMENT OF PREMISES: If Member abandons the Premises, Landlord may accept such abandonment as a surrender of the leasehold, and this Agreement may at Landlord's option be deemed to have been terminated on the date of such abandonment. Any claims Landlord may have against Member hereunder existing on or before the date of abandonment shall survive such terminatio

9. MEMBER OBLIGATIONS: Member agrees to:

(a) Keep all areas of the Premises under control of Member in every part clean, sanitary and free from all accumulations of debris, filth, rubbish and garbage;

(b) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or Facility or knowingly permit any person to do so;

(c) Not disturb the neighbors' peaceful enjoyment of the Facility or otherwise annoy, obstruct or interfere with the rights of other tenants of the Facility nor create any nuisance or allow any objectionable fumes, noises, liquids or vibrations to be emitted from the Premises;

(d) Notify Landlord in writing of any fire, damage, accident or casualty or any condition in the Premises or the Facility needing maintenance or repair immediately (not less than three (3) business days) after learning of such condition;

(e) Not conduct any activities that will increase Landlord's insurance rates for any portion of the Facility or that will in any manner degrade or damage the reputation of the Facility;

(f) Not cause or permit the storage, use, generation, or disposition of any explosives, highly inflammable materials, hazardous or toxic materials or petroleum products in, on, or about the Premises or the Facility by Member or Member's guests, except that Member may keep petroleum products in the Automobile tanks that have been constructed for such purpose if they do not leak in any manner;

(g) Maintain the Premises in good repair, including, but not limited to, broom clean upon vacancy, the door to the Premises and the door opener, if any, promptly commence restoration or repair of any damage thereto and diligently pursue the repair or restoration until it is complete;

(h) Keep all the entryways and doors to the Facility locked at all times, keep the door to the Premises locked at all times with a sturdy padlock supplied by Member if applicable, or keep door locked with hardware supplied;

(i) Not allow subtenant, nor permit any member of Member's household or family to be a tenant or sub tenant, of any other garage or carport at the Facility at any time during the term of this Agreement; and

(j) Maintain in full force and effect at all times during the term hereof be a Member in good standing at Landlord's moorage facility at Jantzen Beach Moorage, Inc. on Hayden Island and comply with all of the terms and conditions of all rental agreements, Rules and Regulations and By-laws for Member's moorage slip(s) at moorage facility and all other agreements between Member and Landlord.

10. RULES AND REGULATIONS: Member shall, and shall cause all guests of Member to, comply with all rules and regulations established by Landlord for the Facility, as such "Rules and Regulations" may be changed by Landlord from time to time (the "Rules"). A copy of the Rules applicable to the Facility as of the commencement date of this Agreement, if any, are attached hereto and incorporated herein by reference. Landlord shall give Member notice of any proposed change in the Rules at least fifteen (15) days before they are intended to take effect, and all changes in the Rules as to which Landlord has given Member such notice shall be effective on the date specified in such notice by Landlord. Violation of the Rules shall constitute a breach of this Agreement, which may be cause for eviction, subject to the provisions set forth below. Member acknowledges and agrees, however, that Landlord is not obligated to member to enforce compliance of any person with the Rules or any other obligations, limitations, or restrictions, and Landlord's failure to enforce compliance against other persons shall not be a defense to any action against Member.

11. ALTERATIONS TO PREMISES: Member is not required or permitted to make any alterations, modifications or improvements to the Premises, including, without limitation, any utilities serving the Premises, without the prior written approval of Landlord, which may be withheld in Landlord's sole discretion. Member shall not allow any liens to attach to the Facility or Member's interest in the Premises as a result of Member's activities. Any alterations, modifications or improvements to the Premises shall become the property of the Landlord, at Landlord's option, and shall not be removed at the end of the tenancy without Landlord's approval.

12. NO ASSIGNMENT/SUBLEASE: Member shall not assign this Agreement, by operation of law or otherwise, nor sublet all or any portion of the Premises. In addition, Member shall not sell Member's Automobile to a person or entity that intends to leave Member's Automobile at the Premises. Any such assignment or subletting shall be void and shall, at the option of Landlord, constitute a default that entitles Landlord to terminate this Agreement and to exercise its other rights and remedies for such default.

13. LOSS OR DAMAGE:

(a) Non responsibility. Member acknowledges and agrees that by renting the Premises to Member, Landlord is renting space for Member's self-service use and is not a bailor or warehouseman in the business of storing goods for hire. Landlord shall not be responsible for any loss or damage to the property of any person or entity occurring on the Premises or at the Facility, nor for any injury to or death of any person on the Premises or at the Facility, including, without limitation, such loss, damage, death or injury caused by Landlord's negligence.

(b) Release and Indemnity. To the fullest extent permitted by law, Member hereby releases and shall indemnify, defend and hold Landlord harmless from any and all loss, damage, liability, cost, expense or attorneys' fees resulting in any way from the use or occupancy of the Premises or the

Facility or any breach of this Agreement or the Rules by Member, Member's family or any guests, agents, employees or subtenants of Member, including, without limitation, when caused by Landlord's negligence. The obligations arising under this Section 13(b) shall survive the expiration or termination of this Agreement.

14. AGENT FOR SERVICE OF PROCESS: The name of the entity authorized to receive service of process on behalf of Landlord is the Jantzen Beach Moorage Manager at 1881 N Jantzen Ave, Portland OR 97217.

15. UTILITIES: Any interruption of services or utilities shall not be deemed an eviction or disturbance of Member's use and possession of the Premises, or render Landlord liable to member for damages, or relieve Member from performance of Member's obligations under this Agreement. Notwithstanding anything to the contrary herein, electricity, water or other utility services may not be available to the Premises, and nothing herein shall be deemed to obligate Landlord to provide any such utility service.

16. TERMINATION OF AGREEMENT:

(a) Cessation of Moorage Membership. This Agreement shall terminate upon the date Member ceases to be a certificate holder at Jantzen Beach Moorage, Inc. or is no longer a resident at Jantzen Beach Moorage, Inc.

1. Exception – Member takes a leave of absence for no longer than 6 months.

(b) Without Cause. Landlord or Member may terminate this Agreement, without cause, by giving the other party hereto not less than fifteen (15) days' notice in writing before the date designated in the notice for termination.

(c) Nonpayment of Rent. If Member fails to pay rent or any other sum due under this Agreement within ten (10) days of its due date, Landlord may terminate this Agreement immediately and seek possession of the Premises in the manner provided by law.

(d) Violations by Member. Landlord may terminate this Agreement by giving Member not less than five (5) days' notice in writing before the date designated in the notice for termination if Member: violates a law or ordinance which relates to Member's use or occupancy of the Premises or violates the "Rules and Regulations" or any other terms or condition of this Agreement.

(e) Immediate Termination. After giving twenty-four (24) hours' written notice to Member specifying the cause, Landlord may immediately terminate this Agreement upon the occurrence of any of the following events: (i) Member, someone in Member's control or Member's pet seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon Landlord or other members of the Facility; (ii) Member or someone in Member's control intentionally inflicts any substantial damage to the Premises or the Facility; (iii) Member

has vacated the Premises, the person in possession is holding contrary to the provision of this Agreement that prohibits subleasing the Premises to another or allowing another person to occupy the Premises without the written permission of Landlord, and Landlord has not knowingly accepted rent from the person in possession; (iv) Member or someone in Member's control commits any act which is outrageous or in the extreme; (v) Member or someone in Member's control commits an act which results in (1) Landlord receiving notice, under any state statute or local ordinance, of drug manufacturing or delivery, gambling or prostitution activity at the Facility or (2) a judgment against the Facility under ORS Chapter 465; or (vi) Member's violation of the requirements of Section 6 or 9(f) above; (vii) abandonment.

(f) Destruction or Condemnation of Premises. In the event that the Premises are rendered unusable by fire or other casualty or are taken by, or under the threat of, eminent domain, this Agreement shall terminate as of the date of the casualty or taking. All eminent domain proceeds shall belong to Landlord, and Member shall have no claim against Landlord or the eminent domain award because of any taking.

17. DEFAULT-ATTORNEYS' FEES: If either party defaults in any of its obligations under this Agreement, the other party shall be entitled to exercise any and all rights and remedies which are provided for at law or in equity, including, without limitation, recovery of damages for which the other party may be liable under applicable law notwithstanding any termination of this Agreement. In addition, in the event of such a default by Member, Landlord shall have a lien on Member's Automobile and all property of Member stored at the Premises. In any action to enforce the terms of this Agreement and in any appeal thereof, reasonable attorneys' fees, costs and necessary disbursements shall be awarded to the prevailing party. In addition to any rent or other charges for which Tenant may be obligated to Landlord hereunder, Member shall pay to Landlord all costs, expenses and attorneys' fees incurred by Landlord in moving or storing Member's Automobile and its contents and all other contents of the Premises as authorized under applicable law or judicial determination, together with the attorneys' fees and costs incurred by Landlord in conducting sale proceedings or otherwise disposing of Member's Automobile and its contents and all other contents of the Premises according to applicable law. Member shall also be obligated to pay Landlord's attorneys' fees, costs and necessary disbursements in connection with any efforts undertaken by Landlord to enforce the terms of this Agreement even though no judicial action is instituted.

18. SURRENDER: Member shall surrender the key to the Premises, if any, and deliver possession of the Premises to Landlord upon termination of this Agreement in the same condition as at the commencement of the rental term, ordinary wear and tear excepted. Member shall remove Member's Automobile, all of Member's personal property and any debris caused by the removal of Member's Automobile and personal property and shall repair all damage resulting from such removal. Failure to remove such property shall constitute an abandonment of the property, and Landlord may retain or dispose of any such property in any manner permitted by law.

19. HOLDING OVER: If Member fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (a) to treat Member as a tenant from month to month, subject to the provisions of this Agreement except that rent shall be one and one-half times the total rent being charged when the rental term terminated; or (b) to eject Member from the Premises and recover damages caused by wrongful holdover and all damages incurred by Landlord in moving and/or storing Member's Automobile and all other contents of the Premises, including, without limitation, reasonable storage and moving charges, attorneys' fees and other costs and expenses incurred by Landlord to obtain possession of the Premises. The obligations arising under this Section 19 shall survive the expiration or termination of this Agreement.

20. SUBORDINATION: This Agreement and any extensions or renewals hereof shall be subject and subordinate to any mortgages, deeds of trust, land sale contracts, submerged land leases or ground leases now or hereafter existing against the Facility. This paragraph shall be self-operative, and no further instruments of subordination shall be required; provided, however, that Member shall, upon Landlord's request, execute instruments of subordination from time to time. Notwithstanding the foregoing, in the event of foreclosure of any such mortgage, trust deed, or other security instrument that is executed after the date hereof, or of any other action or proceeding for the enforcement thereof, this Agreement shall not be terminated, nor will the rights and possession of Member hereunder be disturbed, if Member is not then in default in the payment of rent or other sums or otherwise in default under this Agreement. If the Facility is sold as the result of foreclosure or otherwise transferred by Landlord or any successor, Member shall attorn to the purchaser or transferee.

21. SEVERABILITY: If any provision of this Agreement or the Rules or any policy of the Facility is held illegal under applicable federal, state, or local law, said provision shall be deemed null and void from the date of such determination and Landlord shall not enforce it after receiving adequate and authoritative notice. Member agrees not to seek recovery of damages from Landlord for attempting to enforce such provision or policy in good faith prior to receiving such notice.

22. NOTICES: Where written notices required by law are given to terminate this Agreement, the tenancy terminates on the day designated in the notice of termination, without regard to the expiration of the period for which rent is to be paid. Except as otherwise expressly provided in this Agreement, any written notices or demands required or permitted to be given under this Agreement may be served by personal delivery, by being posted in a conspicuous place on the Premises, or by being deposited in the United States mail, first class, postage prepaid, addressed to the party to be served at the address provided for in this Agreement or such other address as either party may from time to time hereafter designate by notice given in accordance with this Section 22, or in any other manner provided by law. Service of any such mailed notice or demand shall be deemed to have been completed three (3) days after the date of deposit in the mail.

23. NONWAIVER: Landlord and Member agree that forbearance by Landlord to enforce its rights pursuant to this Agreement, at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. In addition, if Landlord has given Member a notice to terminate this Agreement, Landlord shall not be deemed to have waived its right to terminate this Agreement by accepting partial rent in the event of a termination for nonpayment of rent, or rent prorated to the termination date specified in the termination notice. In the event of Landlord's acceptance of a payment of partial rent, Landlord may proceed to terminate this Agreement and take possession in the manner provided by law without serving a new notice of nonpayment of rent if Member fails to pay the balance of the rent within 72 hours of the time Landlord received the partial rent payment.

24. TIME OF THE ESSENCE: Time is of the essence of this Agreement.

25. INSURANCE: Member acknowledges that Landlord is not required to obtain any insurance with respect to Member's Automobile or any of Member's property stored at the Premises. Member shall obtain, at Member's sole expense, Member's own sufficient insurance coverage with respect to Member's Automobile and all other personal property stored at the Premises.

Members Initials _____

BY EXECUTING THIS AGREEMENT, MEMBER ACKNOWLEDGES THAT
MEMBER HAS RECEIVED
AND EXECUTED COPY OF THIS AGREEMENT, ALL ADDENDA HERETO, AND
THE RULES, IF ANY, AND THAT MEMBER HAS READ AND UNDERSTANDS
THE TERMS OF EACH SUCH DOCUMENT.

Executed effective as of the date first above written.

Landlord: **JANTZEN BEACH MOORAGE, INC.**

By: _____

Its: _____

Date: _____

Member: _____

Date: _____