

**CHARBONNEAU COUNTRY CLUB  
YEAR 2021 MARINA BOAT SLIP LEASE**

This lease, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between Charbonneau Country Club (CCC), hereinafter referred to as "Lessor" and \_\_\_\_\_, who is named on Addendum 1 of this lease and is owner of a boat or other watercraft to be moored at the Charbonneau Marina Dock ("Dock"), and who is hereinafter referred to as Lessee. Lessor hereby leases to the named Lessee slip number \_\_\_\_\_ (the "Slip") located at the Lessor's Dock for the purpose of mooring the boat, watercraft, and/or other permitted property described in this lease. Said boat, watercraft, and property must be legally owned by Lessee. Proof of title and licensing, or other form of ownership documentation and registration with the Oregon State Marine Board shall be provided to Lessor within five days after written request or electronic email is submitted to Lessee. This lease commences April 1, 2021 and terminates October 31, 2021, unless prior termination is performed in accordance with Section 7 of this lease.

**TERMS OF LEASE AGREEMENT:**

1. USE: Lessee shall use the Dock to moor the boat or other watercraft described in Addendum 1 of this lease. If Lessee desires to moor a different or substitute boat or watercraft in Lessee's assigned slip, Lessee must notify Lessor within 24 hours of said change, which notice must include proof of title, licensing or other form of ownership and registration documentation with the Oregon State Marine Board. Lessee shall be permitted access to and from the Dock at any time. Lessee shall at his/her own expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including proper registration and display of proof of registration or hull numbers on the boat to the extent required by applicable law. Lessee shall not annoy, obstruct, or interfere with the rights of other Lessees, or with any action or function of the Lessor, CCC employees or its agents, or CCC residents authorized to use the Dock. Lessee shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted in conjunction with this lease. Lessee shall not conduct any activities that impact CCC's liability or that will in any manner degrade or damage the property or reputation of CCC. Lessee shall keep and maintain the Slip and Lessee's boat, watercraft, and other property owned by Lessee, and surrounding areas in a clean orderly condition at all times. Upon the termination of this lease, Lessee shall remove all Lessee owned property from the Slip and the Dock on or before October 31<sup>st</sup> of each

year, which is the termination date of this lease or immediately upon early termination, and return to CCC all areas affected by use of the Slip in as good condition as when received, ordinary wear and tear by the elements alone excepted. Lessee shall be responsible for any repairs to the Dock caused by negligence or by accident on the part of Lessee, or caused by the guests, invitees, family members, or contractors of Lessee. This lease prohibits attaching material of any kind to the Dock or Finger Piers, including rubber mats, carpets, plastic sheeting, or any like materials. This lease prohibits Lessee from storing items on the Finger piers or Dock. All personal property and items must be kept on the boat or watercraft that is moored in the Slip.

Lessee may use and store standard cleaning products in its boat or watercraft, and flammables and lubricants typically used in general day-to-day maintenance of boats or watercraft, all of which must be in compliance with all applicable laws and regulations, in permissible quantities, containers, and given adequate ventilation. No diesel, gasoline, propane, natural gas, or watercraft fuel may be stored in the Slip in containers larger than two gallons or other amount designated by Lessor or any governmental agency with jurisdiction, except in the tank of a vessel that is stored in the Slip. In the event of a leak, spill, or release of a hazardous substance in, on, or above the Slip, the Dock or any nearby property, Lessee will immediately notify the Lessor and the proper authorities and will undertake all emergency response necessary to contain, clean up, and remove the hazardous substance and within a reasonable time investigate, remediate, or otherwise take action necessary or appropriate to insure that any contamination by the hazardous substance is eliminated. Lessee will provide certification acceptable to Lessor that all such contamination has been eliminated.

Lessee shall not sub-lease the assigned Slip and shall not use the Slip for any other purpose other than to moor the boat, watercraft, or other equipment described in Addendum 1 and for routine inspections and simple maintenance. Lessee shall not permit any other person to use the Slip to moor a boat or other equipment. Lessee must provide the boat registration number(s), hull numbers (if applicable) on this form for any and all registered boats or watercraft moored in the Slip. Lessee is responsible for alerting CCC to changes in registration numbers and descriptions when a change of property at the Dock is submitted.

2. PAYMENT: Payment for the assigned Slip shall be made in full for the entire term of the lease not to exceed twelve months. Lessor shall limit the size and length of the boat or watercraft appropriately for each Slip. No boat or watercraft may extend past the limit set forth by CCC. The amount of rental for the Slip is dependent on the size of the

space. All Dock leases, including this lease, expire on October 31st of each year. New leases are required each calendar year. Lessor has the right to refuse lease renewal for any reasonable reason.

3. **INSURANCE & WAIVER OF SUBROGATION:** Lessee shall insure all personally owned boats, watercrafts and personal property located at the Dock, and shall carry liability insurance covering injury to persons or damage to property for no less than \$100,000. Lessor, its Officers and Directors, CCC employees, independent contractors authorized by CCC, CCC agents, or any other person or entity under the direction of CCC shall be not be liable or in any way responsible for Lessee's property or actions, nor shall Lessor, its Officers and Directors, CCC employees, independent contractors authorized by CCC, or any other person or entity under the direction of CCC be liable for damage to personal property of Lessee, or for any loss or damage caused by any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement. Lessee shall provide a certificate of insurance, naming CCC as additional insured, within one week after signing this lease. Failure to provide such certificate shall cause immediate termination of this lease. No boat, watercraft, or other property may be located at the Dock without a certificate of insurance on file in the CCC office. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss. Lessor assumes no liability for theft, collision, fire, or loss of or damage to property, nor for death or injuries to persons, arising out of or in connection with the use and occupancy of the Dock and surrounding area by Lessee, its agents, employees, or invitees and Lessee hereby waives and releases forever any claims against Lessor based on such events, loss, or damage. Lessee shall indemnify Lessor from and against all claims, demands, causes or actions, suits, or judgments, including expenses incurred in connection with such use and occupancy at the Dock and for death or injuries to any person or for loss of or damage to property arising out of or in any connection with the use or occupancy of the Dock by Lessee, his/her agents, employees, or invitees.

4. **NOTICES:** Notices between the parties relating to this lease shall be in writing, effective when delivered by mail, or by hand, or via email with return receipt to the address for the party stated in this lease or to such other address as either party may specify by notice to the other.

5. **ATTORNEY'S FEES:** In any litigation arising out of this lease, for its enforcement or interpretation, the prevailing party shall be entitled to recover attorney fees at the trial

and on any appeal or petition for review. If Lessor incurs attorney's fees because of default by Lessee, Lessee shall pay all such fees whether or not litigation is filed.

6: DEFAULT: Any of the following constitute a default by Lessee under this lease:

(a) Lessee's failure to pay lease payment or any other charges under this lease within 10 days after the due date or failure to comply with any other term or condition within 20 days following written notice from Lessor specifying the non-compliance. 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. Time is of the essence of this lease.

(b) Lessee's insolvency or assignment for the benefit of its creditors. Lessee's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver of Lessee's properties.

(c) Assignment or subletting of the Slip by the Lessee.

7. REMEDIES FOR DEFAULT: In case of default as described in Section 6 of this lease, Lessor shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) Lessor may at its option terminate the lease by notice to Lessee. With or without termination, Lessor may retake possession of the Slip by towing or removing any boats, watercraft, or other items at the Dock and may use or relet the Slip without accepting a surrender or waiving the right to damages. Following such retaking of possession, efforts by the Lessor to relet the Slip shall be sufficient if Lessor follows its usual procedures for finding lessees for the Slip at rates not less than the current rates for other comparable Slips at the Dock. If Lessor has other vacant slip(s) at the Dock, prospective Lessees may be placed in such other slip without prejudice to Lessor's claim to damages or loss of rentals from Lessee.

(b) Lessor may recover all damages caused by Lessee's default which shall include an amount equal to rentals lost because of the default. Lessor may sue periodically to recover damages as they occur throughout the lease term and no action for accrued damages shall bar a later action for damages subsequently accruing. Lessor may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference

between the rent under this lease and the reasonable rental value of the Slip for the remainder of the term, discounted to the time of judgment at the prevailing interest on judgments.

(c) Lessor may make any payment or perform any obligation which Lessee has failed to perform in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one half percent per month. Any such payment or performance by Lessor shall not waive Lessee's default.

8. SURRENDER: On expiration or early termination of the lease, if Lessee fails to vacate the Dock when required, including failure to remove the boat or watercraft, described in Addendum 1 and any and all other personal property, Lessor may elect to either: (i) treat Lessee as a lessee from month to month, subject to the provisions of this lease except that Slip rent shall be one-and-one-half times the total rent being charged when the lease term expired; or (ii) to eject Lessee from the Slip and the Dock and recover damages caused by wrongful holdover. This provision does not give Lessee any right to hold over at the expiration of the term of the lease. All other terms and conditions of this lease shall remain in full force during any month to month tenancy hereunder.

(b) If Lessee fails to remove the boat, watercraft or personal property upon early termination of this Lease or on October 31 of each year, which is the termination date of the lease, Lessor may have the same towed or removed from the Dock and stored offsite, and Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor in connection with such moving and storage. If such boat or personal property is abandoned by Lessee, Lessor may sell the boat or personal property as permitted by law, exert the rights of landlord's lien against the watercraft, and may deduct from the proceeds of sale all costs incurred in the sale and all other amounts owed by Lessee to Lessor under this lease.

9. REGULATIONS: Lessor shall have the right but shall not be obligated to make, revise, and enforce regulations or policies consistent with this lease for the purpose of promoting safety, health, (including regulation or prohibition of smoking) order, economy, cleanliness, and good service to all Lessees of the Dock. All such regulations and policies shall be complied with as part of this lease. Waiver of one breach of a term or condition of this lease agreement by either party shall be limited to the particular incident and shall not be deemed to waive past or future breaches of the same or other terms or conditions.

10. EARLY TERMINATION: Lessee may request early termination of the lease. A minimum thirty (30) day notice is required in writing for request to be considered by the Lessor. Should the Lessor grant early termination it will follow applicable options and procedures under Section 7. Remedies for Default.

The following Exhibits are attached hereto and incorporated as a part of this lease:  
Addendum 1.

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

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Printed Name of Lessee

Email Address: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact for Lessee:

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



Signature of Lessor

Representing Charbonneau Country Club

**If your boat is moored in a 20' spot and is longer than 20' please initial the statement below.**

**\*\* I understand that my boat will extend past the 20' slip by \_\_\_\_\_ feet.\*\***

\_\_\_\_\_ (please initial)

Slip Deposit \$ \_\_\_\_\_ Check # \_\_\_\_\_ Date \_\_\_\_\_ Slip # \_\_\_\_\_

Lease Payment \$ \_\_\_\_\_ Check # \_\_\_\_\_ Date \_\_\_\_\_

Key Deposit \$ \_\_\_\_\_ Access Key # \_\_\_\_\_ Number of Keys \_\_\_\_\_

Keys Returned \_\_\_\_\_

Total Payment \$ \_\_\_\_\_

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**ADDENDUM 1**

In accordance with the terms and conditions of the attached lease, Lessor hereby leases to \_\_\_\_\_, Slip Number \_\_\_\_\_ at the Charbonneau Country Club Marina Dock.

Said slip shall be used solely to store one boat or watercraft described below:

TYPE OF CRAFT: \_\_\_\_\_

MANUFACTURER/MAKE/MODEL: \_\_\_\_\_

ADDITIONAL DESCRIPTION (colors, inboard/outboard; equipment, etc.)  
\_\_\_\_\_

LICENCE NUMBER OR OTHER DESCRIPTIVE NUMBER:  
\_\_\_\_\_

IDENTIFICATON NUMBER FOR OUTBOARD MOTOR:  
\_\_\_\_\_

OVERALL LENGTH: \_\_\_\_\_

**Requirements for storing boats and other watercraft at the CCC Marina:**

**All units must be maintained in good working order, be operational, and be kept clean and in good appearance at all times.**

**All boats, watercraft, and personal property must be removed from the Charbonneau Marina Dock on or before October 31 of each and every year.**

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