

THE ISLANDS MOORAGE ASSOCIATION  
18989 NE Marine Drive #84  
Portland, OR 97230

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LICENSE AGREEMENT

This agreement, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between THE ISLANDS MOORAGE HOMEOWNERS' ASSOCIATION, INC., an Oregon non-profit corporation ("Association"), whose address is 18989 NE Marine Drive #84, Portland, OR 97230, and \_\_\_\_\_, a member of said Association ("Member"), whose address is Slip No. \_\_\_\_\_, The Islands Moorage, 18989 NE Marine Drive, Portland, OR.

RECITALS

A. Whereas, Association is the owner of The Islands, a Floating Home Moorage, consisting of "all waterside and landside improvements for seventy-seven (77) floating home moorage slips, plus four reserve slips pending county approval, including three access ramps, paved parking area for 177 cars and complete utility services to each slip, including sewer, water, electricity, telephone, natural gas and provision for cable TV," (Moorage);

B. Whereas, Member is the owner of membership certificate Number \_\_\_\_\_ in the Association or contract purchaser of said membership certificate under a contract executed the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and

C. Whereas, the association is authorized pursuant to Article III of its Bylaws to enter into a license agreement with each of its members of the use and occupancy of the slip whose number corresponds to the Member's membership certificate;

Now, therefore, in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

Grant of License

1. Association hereby grants to Member a license to exclusively occupy slip number \_\_\_\_\_ in accordance with the terms and conditions of the Articles of Incorporation, the Bylaws, The Declaration of Protective Covenants, Conditions and Restrictions for The Islands, a floating home moorage, and such other rules and regulations as the Association, through its Board of Directors, may from time to time adopt.

### Member's Covenants

2. Member covenants and agrees to promptly and faithfully comply with all such terms and conditions specified in 1 and hereby acknowledges that such prompt and faithful compliance is a condition precedent to the continuation of this License Agreement. Member further covenants and agrees:

- a. To keep the floating home in good repair, and not use or permit anyone to use it in violation of any law;
- b. To promptly notify the Association in writing of any change in Member's address, or if the floating home is damaged, stolen, abused, or its value is in any way impaired;
- c. To do anything that may now or later be necessary to perfect and continue the Association's security interest in the Membership certificate and to pay all filing fees and costs involved;
- d. To keep affixed to the Member's floating home, in plain sight, the identification number assigned by the State which has jurisdiction over registration of the floating home;
- e. To maintain and keep on the floating home, a valid, effective Certificate of Registration issued in the Member's name by the state which has jurisdiction over registration of the floating home;
- f. To surrender to Association, upon request, the Certificate of Registration.

### Revocation

3. The license granted herein may be revoked by the Association in accordance with the provisions set forth in its Bylaws and in any event the license shall be revoked upon the earliest of the following events:

- a. Sale or transfer of Member's membership certificate;
- b. Termination, for any reason, of the Submerged Lands Sublease; or
- c. Dissolution of the Association.

#### Association's Remedies on Revocation

4. Upon revocation of this agreement, the Member shall be deemed a tenant at sufferance and may be evicted from the slip pursuant to the forcible entry and wrongful detainer statutes, ORS 105.105 et seq.

#### Time and Default

5. Time is of the essence of this Agreement. The member shall be in default if:

- a. The Member fails to perform any of its obligations under its contract for Purchase of Membership Certificate in accordance with the terms of said contract;
- b. The Member fails to pay its annual assessment or special assessments or perform any other of its membership obligations under the declarations for The Islands, a Floating Home Moorage; or
- c. The Member fails to perform any of its covenants and obligations under 2 hereof and does not correct or commence correction of such failure within thirty (30) days after receipt of written notice from the association specifying the manner in which the Member is in default.

#### Association's Remedies Upon Default

6. In the event of default, the Member shall be deemed a tenant at sufferance and may be evicted from the slip pursuant to the forcible entry and wrongful detainer statutes, ORS 105.105 et seq.

#### No Transfer

7. The license granted by Association herein is personal to the Member and cannot be assigned, transferred, sold, or encumbered, either voluntarily or involuntarily, by Member.

#### Attorney's Fees

8. If suit or actions is instituted to enforce the provisions of this agreement, the losing party shall pay the prevailing party all such party's actual costs in connection with such suit or action, including such sums as the Court or Courts may judge reasonable as attorney's fees at trial and on appeal.

Waiver

9. The waiver of any portion or duty of this Agreement be either the Association or Member shall not constitute a subsequent waiver of a similar or other duty or provision required of either the Association or the Member.

In witness whereof, the parties have executed this agreement as of the date first above written.

THE ISLANDS MOORAGE HOMEOWNERS' ASSOCIATION, INC.

President signature: \_\_\_\_\_

Member signature: \_\_\_\_\_

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