



**MARINA BOATHOUSE**

**OCCUPANCY AFFIDAVIT 2016**

I hereby acknowledge and affirm that I have entered into a Boathouse Lease with the Port of The Dalles, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. I acknowledge that I have read the Lease, including the provision that I am leasing the moorage space in the Port Marina for the mooring of a “Boathouse”, as the term “Boathouse” is defined in the Lease, which includes the prohibition that it is not to be used as a residence of any kind. I agree that the floating structure which I moor under the Lease at the Port Marina is a “Boathouse” and not a houseboat or floating home. I do not, and will not use the “Boathouse” as a “dwelling unit” as defined in ORS 90.100(11), during the term of this Lease.

I further acknowledge and affirm that I have read and understood the provisions of Sections 11 and 12 of said Boathouse Lease concerning compliance with laws, including the provisions of the city of The Dalles’ Land Use and Development Ordinance, and the rules and regulations of the Port of The Dalles including Rule 18, which do not allow the use of boathouses on the Port Marina property as a principal and permanent residence.

I further acknowledge and affirm that the boathouse which is the subject of the above-referenced Boathouse Lease is not my principal and permanent residence. I understand and agree that upon request from either the Port of The Dalles and the City of The Dalles, I will respond to any requests for documentation to establish that I maintain a principal and permanent residence at another address, and that such requests for documentation may include, but shall not be limited to, requests for copies of any deed or contract of purchase and/or residential lease or tenancy agreement concerning the property which I claim as my principal and permanent residence; copies of utility bills; information concerning the dates in which I physically stay in the principal and permanent residence; and a description of items indicating the principal and permanent residence is used as my primary domicile, e.g., the type of bedroom, kitchen, and bath facilities in the principal and permanent residence.

I further acknowledge and affirm that in the event the location and address of my principal and permanent residence changes at any time during the period when the Boathouse Lease is in effect, I will notify the Port of The Dalles within ten (10) days of such change of my principal and permanent residence.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Printed Name