

This text is a translation of a Finnish-language agreement. If any differences of interpretation between the versions occur, the matter shall be resolved based on the original Finnish-language version.

Lease agreement terms for a boat winter storage space

Agreement terms pertaining to leasing a winter storage space of the City of Helsinki

1 Lessor

Sports Services unit of the Culture and Leisure Division.

2 Lessee

A person, business or community with legal capacity residing or based in Helsinki or another city, to whom Sports Services have granted a lease of a winter storage space of the City of Helsinki. A person with legal capacity must be the owner of the boat.

The lessee must provide their personal, address and domicile information, as well as the information requested by the City of Helsinki's Sports Services regarding the boat. The lessee or a person authorised by the lessee must prove their identity before a winter storage space is granted.

Additionally, if the boat is co-owned, the owners must provide a copy of the registration certificate or a bill of sale that names every owner of the boat. The responsible person shall always be the lessee of the winter storage space.

Providing false and erroneous information about the lessee and their boat or otherwise breaching the agreement shall result in loss of the leasehold of the winter storage space.

3 The boat winter storage space being leased

The boat winter storage space shall be a boat winter storage space that is located in a boat winter storage area maintained by the City of Helsinki's Sports Services and designated for the use of the lessee by the City of Helsinki's Sports Services. The size of the space is determined based on the actual size required by the boat, its trestles, covers and other equipment used for docking while the boat is in winter storage; maximum length x the maximum width of the used and required space.

The boat winter storage fee includes the option of storing the winter docking equipment of the boat in the summer at the lessee's own responsibility in a docking equipment storage area designated for the purpose by the City of Helsinki's Sports Services.

In areas in which boat winter storage spaces are clearly appointed and numbered on a winter storage field, the winter storage space leased covers the area of the appointed and leased space.

4 Lease period

The lease period shall be the winter storage season for boats. The winter storage season for boats begins in the autumn, on 15 September, and ends in the spring of the following year, on 10 June.

For customers whose municipality of residence is Helsinki, the lease shall be valid in appointed winter storage spaces until further notice. For customers not resident in Helsinki, the lease shall be valid in appointed winter storage spaces for one winter storage season at a time. The customer is considered a resident of Helsinki if the address of the lessee of the winter storage space is in Helsinki. The lease shall expire if the customer fails to pay the winter storage fee.

In the winter storage spaces of unmarked winter storage areas, the lease shall be valid for one winter storage season at a time. The lease shall expire if the customer fails to pay the winter storage fee.

The lessee shall not be allowed to take their boat, trailer or other equipment to the winter storage area before the winter storage season begins. The lessee must move their boat, trailer or other equipment out of the winter storage space before the winter storage season ends.

Boats, trailers and other items left or abandoned in a winter storage area outside the winter storage season are discussed in section 12.

5 Determination of the lease amount

The winter storage fee shall be determined based on the size of the actual (appointed) winter storage space required by the boat and the equipment level of the area, in accordance with the decision of the Culture and Leisure Committee valid at the time.

6 Paying the lease

The lease fee for the winter storage space must be paid as instructed by Sports Services by the due date. The due date shall be definitive. If the lessee fails to pay the invoice by the due date, the lease shall be considered terminated by the lessee.

Winter storage space fees that have already been paid shall not be reimbursed.

After making the winter storage space fee payment, the lessee will receive a winter storage space sticker that must be attached to the boat in a readily visible spot. The sticker must be placed so that it is visible and easy to check when the boat is in the winter storage space.

Without an appropriate winter storage space sticker, a boat in a winter storage space shall be considered to be docked in an unauthorised space.

7 Transferring the lease

The lessee shall not be allowed to even temporarily sublease or assign the winter storage space to

another person. In the event that the lessee dies, their beneficiary shall have the right to have the lease transferred to their name.

If the boat has two owners and the ownership is divided 50-50, the leasehold of the winter storage space can be transferred from one owner of the boat in question to the other upon presentation of an electronic registration certificate.

In cases other than the aforementioned, the leasehold of the winter storage space cannot be transferred to another person.

8 Notifications and information provision

The lessee must submit a notification about or update any changes pertaining to their name, contact and address information and boat information in the boat berth reservation system of Sports Services without delay.

The lessor shall have the right to provide the lessee with information pertaining to their customer relationship, notifications and requests by submitting them electronically or in writing to the address last given to Sports Services by the lessee.

9 Instructions and orders

The lessee shall be obligated to comply with the Public Order Act, environmental protection legislation and other legislation valid in Finland at the time, as well as instructions and orders issued by public authorities valid at the time, the valid boat harbour rules of the City of Helsinki's Sports Services and other written instructions and orders issued by the lessor.

10 Liability for damage

The lessee must ensure that no waste, hazardous waste or other substances that are detrimental to the condition of the ground, the shore or bottom soil, the water or air quality are released into the water, ground or air. If a substance or material that is detrimental or harmful to the quality of the soil or air is released into the ground or the water, or if such a substance or material is detected in ground, the water or the water area, the lessee shall be obligated to immediately notify the rescue and environmental authorities of the matter and begin any feasible cleaning procedures without delay.

The lessee must ensure that the boat in the leased winter storage space or area is docked with due care. The lessee must also ensure that no danger, injury, harm or other damage is caused to the structures, devices and equipment of the boat harbour or theirs users.

The lessor shall not be responsible for any property damage or personal injuries caused by a storm, a flood, abnormal weather conditions or other exceptional natural conditions.

The lessee must immediately notify the lessor of any damage or faults detected in the structures, equipment, moorings or devices.

11 Compensation for damage

The lessee shall be obligated to compensate the lessor or a third party for any damage they have caused.

12 Boats moored and abandoned in an unauthorised space

Any boats or other items left in an unauthorised space or the City's land or water areas shall be removed, and they may be stored by the City of Helsinki at the expense and at the responsibility of the lessee and the boat owner. The condition of the boats shall be inspected before transfer. A report shall be written on the inspection.

The lessee or the owner can redeem their impounded boats or items by paying the transfer and storage costs determined in accordance with the Culture and Leisure Committee's decision valid at the time, as well as any other costs accrued by the City from transferring and storing the boats and items.

If boats or items are not redeemed within three months of their impounding, they shall be sold in a public auction. Auction events shall be announced separately. The lessee or the owner shall be sent a notification of the impounding immediately and of the auction in good time to the address that they have given or that is otherwise known.

13 Transfer of a boat docked in the wrong winter storage space in the winter storage area

If the boat has been docked in the winter storage area outside the winter storage space or area assigned by Sports Services in accordance with the lease agreement, the City of Helsinki's Sports Services shall have the right to transfer the boat immediately and charge the lessee for the costs accrued by the transfer.

14 Terminating the lease agreement

The lessee may terminate the lease agreement in writing.

The City of Helsinki's Sports Services shall consider the lease agreement to be terminated by the lessee if the lessee fails to pay the agreed winter storage fee by the due date or has other overdue boating payments to the City of Helsinki.

If the lessee breaches or neglects their obligations mentioned in these agreement terms, the City of Helsinki's Sports Services may cancel the lease agreement.

When the lessee terminates the lease agreement for their winter storage space or the agreement otherwise expires, the lessee must move their boat and other belongings out of the winter storage space or area immediately upon expiration, and the space must be vacated and relinquished for the use of the City of Helsinki's Sports Services.

If a winter storage area with appointed winter storage spaces ceases to be used for winter storage, the lessor shall have the right to terminate a lease agreement that is valid until further notice no later than three months before the start of the next winter storage season.

15 Other details

Any disputes arising from this agreement shall be resolved primarily through negotiations between the agreement parties. If the agreement parties are unable to reach a resolution, the matter shall be resolved by the Helsinki District Court if either party so demands. This agreement is governed by Finnish law.