

# Berth lease terms

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.

## Agreement terms pertaining to leasing a boat harbour berth from 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 municipality, to whom Sports Services have granted a lease of a boat harbour berth belonging to the City of Helsinki. A person with legal capacity must be the holder 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 berth 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 berth.

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 berth.

### 3 The boat berth being leased

The object of the lease agreement is a boat berth designated by the City of Helsinki's Sports Services.

The City of Helsinki's Sports Services shall have the right to temporarily or permanently designate another berth for the use of the lessee due to repair or change work at the boat harbour, a change in the use of the land or water area, or other similar reasons.

### 4 The boat kept at the berth

In this agreement, a boat refers to all kinds of muscle, wind or engine powered boats, the primary users of which are their owners or holders, and that are used primarily for sports and leisure time activities.

All boats kept at boat harbour berths belonging to the City of Helsinki must be seaworthy and in good condition in terms of their hull, devices and equipment. The boats and their condition must also conform to regulations and instructions issued by authorities governing boats, as well as statutory obligations.

The lessee must, at the request of the lessor, be able to prove that their boat is seaworthy and that the hull, devices and equipment of the boat are in good condition and compliant to regulations.

No berths at the City of Helsinki's boat harbours are leased for houseboats or floating apartments.

## **5 Lease period**

The lease shall be valid until further notice. The boating season is the period from 10 June to 14 September each calendar year.

The customer is considered a resident of Helsinki if the address of the lessee of the berth is in Helsinki. A customer with a co-owned boat is considered a resident of Helsinki if at least 50% of the ownership of the boat is held by a Helsinki-based person, business or community.

The lessee may, at their own responsibility, bring their boat to their leased berth before the beginning of the boating season if the weather and natural conditions allow it, but they must take any boat harbour renovation work and associated usage restrictions into consideration. The boat may not be brought to the berth before 1 March.

If no other agreements have been made separately with the City of Helsinki's Sports Services, the lessee must remove their boat from the boat harbour berth after the end of the boating season, before the harbour freezes over and no later than 31 December.

Only a sturdy boat with a robust hull may be kept in the water at a boat harbour berth belonging to the City of Helsinki over winter, and overwintering at the berth must always be agreed upon separately with the lessor. A fee shall be charged for an overwintering boat in accordance with the decision of the Culture and Leisure Committee valid at the time. Overwintering is possible only at harbours designated for the purpose by the lessor. Unauthorised overwintering at a berth of the City shall result in the customer losing their berth.

The lessor shall not be responsible for any damage to a boat left at or brought to a berth outside the boating season caused by maintenance or repair work or breakages in the boat harbour and pier structures or mooring equipment.

The lease agreement shall end if the customer fails to pay the berth fee or separately terminates their berth lease.

## **6 Determination of the lease amount**

The boat berth fee shall be determined based on the width and equipment level of the berth and the customer's customer group in accordance with the decision of the Culture and Leisure Committee valid at the time.

## **7 Paying the lease**

The lease fee for the berth 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.

If the customer terminates their berth lease by 30 April, the customer's berth fee for the year in question shall be reimbursed. In other cases, no berth fees shall be reimbursed.

After making the berth fee payment, the lessee will receive a berth 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 at the berth.

Without an appropriate berth sticker, a boat at the harbour shall be considered to be docked in an unauthorised space.

## **8 Transferring the lease**

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 several owners, the leasehold of the berth can be transferred from one owner of the boat in question to another upon presentation of an electronic registration certificate.

In cases other than the aforementioned, the leasehold of the berth cannot be transferred. The lessee shall not be allowed to even temporarily sublease or assign the berth to another person.

## **9 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.

## **10 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.

## **11 Liability for damage**

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

The lessee must ensure that a boat at a leased berth is moored carefully and in accordance with the principles of good seamanship. The lessee must also ensure that no danger, injury, harm or other damage is caused to the boat harbour piers, their structures, devices and equipment or their 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 City of Helsinki's Sports Services of any damage or faults detected in the piers, their structures, equipment, moorings or devices or other similar structures.

## **12 Compensation for damage**

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

## **13 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 provided or that is otherwise available. The notification shall be submitted primarily by e-mail. If the customer's e-mail address is not known, the notification shall be sent by post.

## **14 Moving a boat moored at a wrong boat harbour berth**

If a boat has been docked at the boat harbour in a place other than the berth designated by Sports Services in accordance with the lease agreement, the City of Helsinki's Sports Services shall have the right to move the boat immediately and charge the lessee for the costs accrued by the moving.

## **15 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 berth 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 berth or the agreement otherwise expires, the lessee must remove their boat and other belongings from the berth immediately upon expiration, and the berth must be vacated and relinquished for the use of the City of Helsinki's Sports Services.

If a berth leased by the customer ceases to be used as a berth entirely and no similar and suitably sized berth can be found for the customer, the lessor shall have the right to terminate a lease agreement that is valid until further notice no later than three months before the beginning of the next boating season.

## **16 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.