

BERTH RENTAL AGREEMENT



AGREEMENT NUMBER

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The agreement is applicable since the client has full access to the boat even though it is located in an area that is not accessible to the public

LESSOR

| | |
|-----------------|--------|
| Name | |
| Address | |
| Mailing address | |
| Phone | Mobile |
| E-mail | |

BOAT OWNER

| | |
|-----------------|--------|
| Name | |
| Address | |
| Mailing address | |
| Phone | Mobile |
| E-mail | |

BOAT

| | | | | | |
|-------------------|-------------|---------------|----------|--|--|
| Name | | | | Motorboat <input type="checkbox"/> Sailboat <input type="checkbox"/> | |
| Make / model | | | | Hull no. | |
| | | | | Year of manufacture | |
| Lenght max meter | Width meter | Draught meter | Vikt ton | | |
| Insurance company | | Insurance no. | | Storage area m ² | |

ENGINE

| | | | | |
|---------|------|-----------|-----------------------------|--|
| Numbers | Make | Motor no. | Sterndrive/gear housing no. | Inboard <input type="checkbox"/> Outboard <input type="checkbox"/> |
| | Make | Motor no. | Sterndrive/gear housing no. | Stern-drive <input type="checkbox"/> Sail-Drive <input type="checkbox"/> |

A. BERTHAGE SUMMER SEASON

| | |
|---|---|
| Agreement term | Until further notice <input type="checkbox"/> |
| Berth no. | |
| The berthage cost SEK | |
| <p>The summer berth is available during the agreement period and is paid according to the invoice for the selected agreement period or per season. The cost for the summer berth includes:</p> <p><input type="checkbox"/> Recycling centre</p> <p><input type="checkbox"/> Fresh water</p> <p><input type="checkbox"/> Launch ramp</p> <p><input type="checkbox"/> Shorepower</p> <p><input type="checkbox"/> Other: _____</p> | |

B. BERTHAGE WINTER SEASON

| | |
|---|---|
| Agreement term | Until further notice <input type="checkbox"/> |
| Berthage outdoor <input type="checkbox"/> Berthage indoor <input type="checkbox"/> | |
| The berthage cost SEK | |
| <p>The winter berth is available during the agreement period and is paid according to the invoice for the selected agreement period or per season. The cost for the winter berth includes:</p> <p><input type="checkbox"/> Dry docking & launching (not applicable for berthage at winter harbour)</p> <p><input type="checkbox"/> Normal electricity consumption for maintenance work</p> <p><input type="checkbox"/> Water for boat maintenance</p> <p><input type="checkbox"/> Recycling centre</p> <p><input type="checkbox"/> Other: _____</p> | |

ADDITIONAL AGREED OBLIGATIONS

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| |
| |

This agreement and related contract terms are drawn up in two similar copies, of which the boat owner has taken the original and sent the copy to the lessor.

Please note the terms of the agreement on the next page.

Place:

Date:

Place:

Date:

Lessor

Boat Owner

To lock the pdf file, fill in the digital signature by the red arrow. (NB. No changes can be made after locking.)

Berth Rental Agreement

1. Scope of the agreement

The agreement covers the leasing of a berth in a port and/or a berth on land, as well as what is stated in the agreement, items A and B. The agreement applies according to the conditions set out below and in conjunction with the Traffic and Safety Regulations.

The agreement is applicable since the boat owner has full access to the boat even though it is located in an area that is not accessible to the public.

2. Term of agreement:

Limited term agreement

The agreement is valid from the date of the lease to the end date.

Open-ended agreement

The agreement is valid from the date of the lease until it is terminated. Termination can be made no later than 30 days before the start of the agreed season. Unless otherwise agreed, the seasons are defined as follows: the summer season is between 1 April - 1 October and the winter season is between 1 October - 1 April. If the boat owner transfers their boat during the season, the boat owner still has the right to cancel the agreement in connection with the transfer if the lessor is able to ease the berth to another. The boat owner must inform the lessor that a change of ownership has taken place. See also paragraph 14 below.

3. Changes in berth rental agreement as well as in the traffic and safety regulations

The lessor must notify the boat owner in writing and no later than 60 days before the start of the agreed season about changes and additions to the agreement as well as in the order and safety regulations. If the boat owner does not accept the changes or additions, the boat owner has the right to terminate the agreement in accordance with paragraph 2 without charge.

4. Fee and information on invoices

The fee is paid according to the invoice from the lessor. In connection with sending an invoice, the lessor must inform about what applies regarding termination pursuant to paragraph 2 so that termination is possible in the current season. The lessor has the right to seasonally regulate the agreed fee. The boat owner must be notified of the change in fee for the new season by written notice no later than 60 days before the start of the agreed season. If the boat owner does not accept the new fee, the boat owner has the right to terminate the agreement in accordance with paragraph 2 without charge.

5. Lessor's obligations

During the term of the agreement, the lessor must provide an agreed and appropriate berth and must carry out agreed performances on a professional basis and moreover with due care take care of the boat owner's interests. If the lessor is responsible for retrieving or launching the boat, the time for this must be announced well in advance of the action.

6. Boat owner's obligations

At the latest on the due date, the boat owner must pay the agreed fees, deliver the boat in the stated state at the specified time of retrieving and launching in such a way that the retrieval and launch are possible as well as comply with applicable traffic and safety regulations. The boat must be equipped with usable fire extinguishers and enough mooring lines and fenders. The boat owner must have valid boat insurance. The boat owner undertakes not to conduct professional sales at the berth area. Furthermore, the boat owner must have the lessor's consent to work on the boat and/or its equipment if there is a risk of personal injury, or significant environmental or property damage.

7. Errors in the lessor's performance

If the designated berth does not meet the requirements of paragraph 5 or if there are moreover deficiencies in the lessor's performance, the boat owner must report the error within a reasonable time to the lessor and give them the opportunity to remedy this. If the error is not rectified within a reasonable time, the boat owner is entitled to a price deduction that corresponds to the error or, if the error exposes the boat owner's property to damage or risk of damage, the right to remedy it themselves at the lessor's expense. If the error is significant, the boat owner may also cancel the agreement. Damage that has arisen is regulated in accordance with paragraph 10.

8. Delay in the lessor's performance

If the lessor does not provide the agreed berth in time, or if other promised performances under the berth rental agreement are delayed or fail to be delivered, the boat owner is entitled to a reduction in the fee corresponding to the delay or the non-performed service or withhold payment. If, upon request, the lessor does not provide space or provide the performance within a reasonable time, the boat owner may, unless it concerns a performance of only minor importance to the boat owner, terminate the agreement. Damage that has arisen is regulated in accordance with paragraph 10.

However, delays in launching or retrieval due to the authority's action, strike, lockout, extreme weather conditions or other circumstances that the lessor does not have or should be able to foresee, does not grant the boat owner the right of cancellation if the lessor as soon as possible provides a new time for launching or retrieval provided the boat is not exposed to any material damage risk or is placed without insurance coverage. If this time exceeds one month, the boat owner is always entitled to cancel the agreement.

If the lessor is insolvent so that they cannot be expected to fulfil the agreed performance, the boat owner may immediately cancel the agreement.

9. Boat owner's breach of contract

For delay in payment of fees under this agreement, the lessor is entitled to interest on late payments in accordance with Section 6 of the Interest Act (1975: 635). The lessor may, as collateral for such claims, retain the boat and the equipment until full payment has been paid or secured in other ways. The lessor may, upon retention, at the expense of the boat owner, move the boat to another location if it impedes operations. The lessor is responsible for ensuring that the condition of the boat does not deteriorate while it is being retained. If the boat owners neglect their obligations in

his regard, which causes damage or immediate risk of damage to the lessor or other boat owners or their property, the lessor is entitled to rectify the breach at the boat owner's expense. The lessor must try to contact the boat owner beforehand so that the boat owner is given the opportunity to rectify the breach on their own. Damage that has arisen from the breach is regulated in accordance with paragraph 11. The lessor is entitled to reimbursement for their costs if the boat owner does not comply with the agreed time of retrieving and launching.

The right to a berth under this agreement is forfeited, and the lessor may terminate the agreement with immediate effect and, where appropriate, prohibit hull maintenance activity, if the boat owner:

1. delays payment beyond one month from the last payment date and two weeks after the reminder was sent to the boat owner at the stated address.
2. before payment for the agreement term is insolvent so that lessor cannot be expected to meet the agreed performance.
3. has the right to a berth in violation of paragraph 14 below.
4. materially breaches current traffic and safety regulations and despite a reprimand does not cease with the action.

10. Lessor's liability

For bodily injury, the lessor is liable in accordance with the general rules of tort law.

For damage to property, the lessor is liable if the boat owner can show that the lessor or someone that the lessor has employed has caused the damage through negligence. If damage to the boat or equipment is due to a deficiency at the berth or due to failure to fulfil obligations under items A and B of the agreement, the lessor is liable if they cannot prove that they were not negligent.

For other damages, only expenses and loss of income are reimbursed, which the boat owner can show that the lessor or someone that the lessor has employed has caused through negligence.

The injured party must take reasonable steps to limit their damage.

11. Boat owner's liability

For bodily injury, the boat owner is liable in accordance with the general rules of tort law.

For damage to property including damage to third party property, for which the lessor is held responsible, the boat owner is liable if the lessor can show that the boat owner caused the damage through negligence.

For other damages, the boat owner is only liable for expenses and special costs that they caused the lessor through negligence, but no more than one (1) price base amount or deductible in the lessor's business insurance, if this is lower. The boat owner is also liable for the negligence of anyone in their family or someone who, with the boat owner's permission, uses or performs work on the boat.

The injured party must take reasonable steps to limit their damage.

12. Damage report and inspection

If one party becomes aware of damage, they must notify the other party as soon as possible. If the parties cannot agree on the size or regulation of the damage, a record must be drawn up, indicating the damages and their cause. If the parties cannot agree on the contents of the record, an impartial inspector must be summoned and provide a report. The boat insurance companies' inspector may be used instead if the parties agree to this.

13. Abandoned property

If the boat is obviously abandoned, and if the boat owner has not been heard from during the course of one year from the end of a summer or a winter season, the lessor may sell what is prescribed by law on the trader's right to sell items that have not been collected (1985: 982) provided that the boat owner has unpaid fees that are not subject to judicial proceedings that the boat owner, through written notice to the stated address, is asked to pay the debt and is informed that the boat will otherwise be sold after three months, and that this period has expired.

Any surplus upon sale should be reported to the boat owner. Property abandoned by the boat owner at the lessor's area after the end of the agreement term will belong to the lessor free of charge immediately, if it obviously lacks sales value and otherwise three months after the boat owner is asked in writing to collect it. However, functioning machine tools, motors, cars and other property of greater value must be reported to the police.

14. Prohibition on assignment

The boat owner may not, without the written consent of the lessor, assign or lease the berth or other rights under this agreement.

15. Disputes

If a dispute arises and the parties are unable to resolve it on their own, a consumer can refer to Hallå konsument, Municipal Consumer advisors, consumer agencies, interest groups, etc. Disputes may be tried by the National Swedish Complaints Board (Allmänna reklamationsnämnden (ARN)) and by the general court. When the trial takes place in such instances, the claim that is disputed may not be recovered.

16. GDPR

The trader must process all the consumer's personal data in accordance with the General Data Protection Regulation (GDPR).