



Marina and Camping De Domp Foundation

Rental regulations

Established December 1, 2023; effective April 1, 2024

Concepts

1. In these rental regulations, the De Domp Jachthaven and Camping Foundation is referred to as: De Domp. The marinas of De Domp located at Jachthaven de Domp and Groendijksterzijl are referred to as: Domp I and Domp II respectively.
2. The board/director of De Domp is referred to as: the board.
3. Where these regulations refer to the harbor master, this also refers to his replacement.
4. These rental regulations apply to renting a berth or shore at De Domp.
5. Changes to the rental regulations are determined by the board and come into effect after the tenants have been informed about them. Changes to the rental regulations are not grounds for premature termination of the rental agreement.
6. In these regulations, the tenant is defined as the person who signs the rental agreement for the use of a berth or shore. Within the framework of these regulations, the renter is responsible for anyone who can be counted as part of his or her family or company or who uses the vessel with the permission of the renter.
7. In addition to these rental regulations, the Port and Camping Regulations also apply to all users of De Domp facilities. These regulations can be found on the website www.dedomp.nl

Rental agreement and tenant

8. Berths are allocated by the harbor master on behalf of the board. After allocation of a berth and acceptance by the tenant, as evidenced by a fully completed and signed rental agreement, the tenant owes the rent.
9. By signing a rental agreement, the tenant declares that he is familiar with the contents of De Domp's rental regulations and that he agrees with them.
10. The use of drinking water and electricity (shore power) is not part of the rental agreement.
11. A rental agreement is entered into for a period of one year and runs from April 1 to March 31 of the following year. The rental agreement is tacitly extended each time for the same period. When entering into an interim rental agreement, the rent is calculated from the first day of the month in which this agreement is entered into. As of the following April 1, the interim agreement will automatically be converted to a rental period of one year.
12. Termination of the rental agreement takes place when one of the parties cancels the agreement in writing or electronically (via email) no later than 3 months before the start of the new rental period.
13. Cancellation by the tenant must be sent to the correspondence address of the Jachthaven en Camping De Domp Foundation: per address: Jachthaven de Domp 4 8605 CP in Sneek or by e-mail to the address administratie@dedomp.nl. Termination in any other way is not valid.



14. De Domp is entitled to terminate the rental agreement immediately in the event that:
 - a. the rental price is not paid on time;
 - b. the tenant does not or does not properly fulfill his obligations under these rental regulations;
 - c. the tenant or his family/company does not, in the opinion of the board, comply with the provisions of the Port and Camping Regulations of De Domp.
15. The rental price is determined by or on behalf of the board based on the dimensions of the rented berth or shore, the type of berth (open or in a ship's house), the presence of a finger or side jetty, hoisting installation and/or the dimensions of any dinghy or boats.
16. Every year on April 1, the board can increase the rental price by a percentage or amount to be determined by the board, which may differ for parts of the ports. The rent increase will be announced to the tenants at least 3 calendar months before April 1 of the relevant year. Different rental prices may be set for berths that are rented to new tenants.
17. The rent is payable in advance by the tenant. The tenant has the choice of annual lump sum payment or payment by direct debit at the tenant's choice 1 (as of April 1), 2 (as of April 1 and October 1) or 4 (as of April 1, July 1, October 1 and January) deadlines.
18. If the rent is not paid on time, a reminder will be sent to the tenant. If payment has still not been made after two reminders, the board can hand over the claim to a collection agency or bailiff. The costs of this collection are entirely borne by the tenant. Handing over the claim automatically means termination of the rental agreement.
19. The renter is obliged to inform De Domp immediately in writing (preferably via email address administratie@dedomp.nl) of any change in his address and other relevant information, such as telephone number or e-mail address, as well as any change in characteristics of the vessel or dinghies, for which the tenant has rented a berth or shore. Characteristics include, among other things, the color and name.
20. If the rental agreement ends for any reason, the tenant is obliged to vacate his assigned berth or shore no later than before the end of the rental agreement. If the eviction has not taken place on time, the board is entitled to arrange for the eviction itself at the tenant's expense.
21. De Domp charges administration costs for mediation in the event of an interim cancellation, for handling a reversal, for sending and handling reminders and other possible additional administrative actions.
22. The rental agreement is bound to the vessel or trailer for which a berth or shore has been requested.
23. De Domp is entitled to assign a different berth or shore location at any time, provided that this location is suitable for the vessel or trailer. If the newly allocated berth is more expensive than the old berth, the tenant has the right to terminate the current rental agreement in writing within one month after the allocation of the new berth or shore berth at the end of the rental period and the old one will remain the same during that period. rent in force.
24. Unless the harbor master or the board gives written permission, the moorings or shore areas are exclusively intended for the tenant's own use. The renter is not permitted to rent his ship to third parties.
25. Unless the harbor master or the board gives written permission, subletting of the mooring or shore is not permitted.



26. The tenant is obliged to follow the instructions of the harbor master or the board. The tenant is obliged to report defects in the rented property or other details to the harbor master as soon as possible.
27. If damage is caused by the tenant in the ports or on the grounds of De Domp, the costs of repairing the damage or additional maintenance will be borne by the tenant.
28. The renter is obliged to keep his ship as a whole in a good state of maintenance and to secure it properly. This is at the discretion of the harbor master.
29. De Domp is in no way liable for any damage whatsoever to persons or property belonging to the tenant, possibly. subtenants, guests and visitors.

The rented

30. The tenant is not permitted to make changes to the rented property. This also applies to tenants and possibly subtenants of a place in the ship houses. In consultation with the harbor master, it is permitted to demarcate the outside box by means of a guide rope from the mooring post to the jetty).
31. A number of berths in the shiphouses are equipped with the option of installing a tackle or hoisting installation. Only in those places is it permitted, in consultation with the harbor master, to install an approved or certified tackle or hoisting installation with which objects up to a maximum of 750 kg can be lifted. Maintenance and confirmation of these installations are at the expense of the tenant. The costs of repairing damage or additional maintenance as a result of improper use by the tenant will be borne by the tenant.
32. Everyone is obliged to take the necessary precautions to prevent fire and for safety. This applies in particular to the ship houses. The use of open fire and the like in or near the ship's houses is strictly prohibited. The use of the ship's engine in the ship's houses is only permitted for immediate entry or exit.
33. Storage of flammable substances (such as gas, petrol, petroleum and kerosene and/or other chemicals of any kind) on jetties and in the ship houses or the ships moored therein is not permitted, with the exception of the usual fuel stock in the permanent fuel tank of ships. During the winter period, highly flammable substances, gas bottles and/or loose petrol tanks on/in vessels must be removed from the ship's houses.
34. Repair of engines in or near the shiphouses is not permitted, unless permission has been obtained from the harbor master in a specific situation.
35. The walkways and side jetties in the ship houses must remain free of obstacles at all times.
36. It is not permitted to attach cloths, covering materials or other constructions to the superstructure of the ship's houses. It is permitted to cover vessels yourself with a tarpaulin specifically made for that purpose; a 'standard' hardware store tarpaulin is not included. The latter also applies to ships that are not moored in the ship houses.
37. In certain cases, the board makes a key and/or remote control available to the tenant upon payment of a deposit. The key and/or remote control must be returned to the harbor master upon termination of the rental agreement, after which the tenant will receive the deposit back. The renter is obliged to notify the harbor master of any loss or theft of such parts.



Lands and ports

38. Everyone must ensure that the sites and ports remain free from contamination of any kind (such as fuels, oils, chemicals, dyes). Any contamination must be reported immediately to the harbor master.
39. Work on board or on the grounds other than daily work is not permitted unless specific permission has been obtained from the harbor master. Sanding or painting in the harbors and ship houses or on the grounds is not permitted unless permission has been obtained from the harbor master and after adequate measures have been taken to prevent sanding dust or paint residues from appearing on or in the property of De Domp and/or other berth holders or end up in the water.
40. Leaving or storing the tenant's property on the port grounds is not permitted without permission from the harbor master. This does not apply to the short-term storage of bicycles in designated places.
41. For the use of barbecues or cooking appliances, reference is made to the Port and Camping Regulations, but this use is never permitted in or in the immediate vicinity of the ship houses.
42. Waste other than household waste, such as paint residues, small chemical waste, batteries, oil and other fuels must be removed by the tenant.

Use of the mooring

43. It is not permitted to stay or spend the night on board other than for recreational purposes without written permission from the board. A residence that shows the characteristics of a permanent residence is not permitted.
44. Non-residents of the municipality of Súdwest Fryslân must pay (water) tourist tax to the harbor master if they spend the night on board in the harbour.
45. It is not permitted to spend the night on board in the ship's houses.
46. When leaving the mooring for more than 24 consecutive hours, the tenant is obliged to report this to the harbor master, stating the duration of his or her absence. De Domp has the right to make the berth available to passers-by during his or her absence or to have the berth available for other short-term use.
47. Electricity will be available from April 1, 2024 against payment of an amount per kWh determined by the board; This amount can be adjusted flexibly depending on, among other things, market developments. Tenants are always informed about the (new) kWh price.
48. The settlement of electricity costs takes place as much as possible via a digital system. If a digital system is not available at the tenant's berth, separate agreements will be made about the use of electricity. These can also be collective agreements for groups of tenants (for example for all moorings at a certain jetty or in the ship houses).
49. Drinking water is also made available at some point for a fee. Tenants will be informed separately about this later.
50. A surcharge may be charged for a multi-day stay on board in the port (including overnight stays). Tenants will be informed about this in advance.

Complaints

51. Tenants can submit complaints in writing to the board (Jachthaven de Domp 4, 8605 CP Sneek) within fourteen days after the cause of the complaint arose. The board



investigates the complaint, makes a decision about the complaint and informs the complainant about it.

If this decision leads to a dispute between the tenant and the board, the tenant can submit this dispute to the Consumer Disputes Committee (www.sgc.nl) within five weeks after the board's decision has been announced.

Closing

52. These rental regulations were established by the board of the Jachthaven and Camping De Domp Foundation on December 1, 2023 and are effective from April 1, 2024

