

- a) RENTER shall not store dangerous, or highly flammable materials, within any vehicle and shall be responsible for any environmental damage that may be occasioned by their vehicles.
 - b) RENTER will need to provide in writing, the name/s of any person/s authorized by the RENTER to have access to the lot. The RENTER shall be legally responsible for any damage, loss or injury caused by any person brought onto the premises by the RENTER, or visiting the lot with RENTER'S permission. Town of Herbert will not knowingly release any property to any other person/corporation than those listed on the RENTAL AGREEMENT.
 - c) RENTER shall not conduct any business out of stored vehicles and shall not use the space for any unlawful purpose or business enterprise, such as selling a vehicle and/or vehicles directly from the lot. Said vehicle/s will need to be removed from the compound in order to conduct such transactions.
 - d) RENTER shall not cause damage to or disturb, interfere with or do anything which is liable to cause injury or loss to other persons or property on the premises.
 - e) Prior to termination of this Agreement, RENTER shall remove all contents and any litter from the space. RENTER shall, at their sole cost and expense make good any damage caused to the lot resulting from the storage or removal of vehicles from the lot.
 - f) RENTER shall advise the Town of Herbert of any changes regarding RENTER'S mailing address and telephone number.
3. SALE OF RENTER'S GOODS/VEHICLES IN THE EVENT OF DEFAULT
- a) If the Town of Herbert has not been notified of a termination of Agreement within the prescribed time frame, the renter will be invoiced for the new term.
 - b) If the Town of Herbert has not received payment within the term year, the RENTER will be considered to be in default until payment has been received.
 - c) When RENTER is in default, the RENTER shall not be entitled access to their lot space, nor shall any party authorized by the RENTER be allowed access to the lot in the RENTER'S stead.
 - d) RENTER agrees that if they are in default, Town of Herbert may sell the goods/vehicles in the assigned space. The Town of Herbert may sell or otherwise dispose of the goods in any manner it sees fit.
4. TERMINATION
- This agreement will terminate at the end of the current calendar year.
- a) If, on or before the last day of the term, RENTER NOT BEING IN DEFAULT, has given notice of an intention to terminate this Agreement at the end of that term.
 - b) If, on or before the due date of the term, Town of Herbert, gives notice to RENTER of an intention to terminate this Agreement at the end of that term.
5. GENERAL
- a) RENTER shall not assign the benefit of this Agreement without first obtaining consent in writing from Town of Herbert.
 - b) RENTER may not perform any repairs or maintenance to vehicles without prior consent from Town of Herbert.
 - c) To facilitate routine maintenance and lawn cutting, RENTER may not store anything outside of vehicles in the space.
 - d) Town of Herbert staff shall enter the lot for purposes of necessary maintenance, or in case of an emergency, fire, etc.
 - e) The terms of this agreement are subject to change without notice.

I agree to the above terms and to relinquish the use of my assigned lot space to Town of Herbert despite the term of the RENTAL AGREEMENT not having expired, subject to non-compliance of any of the terms as outlined.

X _____
RENTER

X _____
TOWN OF HERBERT REPRESENTATIVE

Date: _____

Lot #: _____

Name: _____

Address: _____

Telephone: _____

Email: _____

**DEFINITIONS**

When used in this Agreement, the following expressions will have the meanings indicated:

- a) "Renter" means the person, or persons, abiding by the policy and this agreement;
- b) "Vehicle" means any type of motorized car, truck, RV, tent/camper trailer, motorhome, motorcycle, OR towed vehicles such as a tow trailer, utility trailer, boat, etc.;
- c) "Compound" means the fenced area located at the Town of Herbert's East Side Shop on South Railway Ave.;
- d) "Term" means the current calendar year from January 1 to December 31.

The renter shall pay a non-refundable/non-negotiable annual fee of \$150.00 upon signing the agreement for the 2023 term; renters entering into agreement after June 30, 2023 shall pay a fee of \$75.00 upon signing the agreement for the 2023 term; renters entering into agreement after September 30, 2023 shall pay a fee of \$40.00 upon signing the agreement for the 2023 term. We accept cash or cheque payments only. Make cheques payable to: Town of Herbert.

The renter will automatically be invoiced accordingly for same beginning January 1, 2024 and every year thereafter until notification of termination by the renter, or Town of Herbert.

In order to terminate the agreement, the renter must inform the Town office at least one (1) week prior to a renewal term; however, should the renter renew the term and then decide to terminate the agreement in the midst of the 12-month period, the fee is non-refundable. All contents/vehicles must be removed from the premises within 48 hours of notification.

DISCLAIMER:

The renter is aware that this is a long-term storage compound and that the Town of Herbert is not responsible for the contents/vehicles stored in the yard. Liability for loss or damages to contents/vehicles are at the sole discretion of the renter. The Town of Herbert strongly recommends that the renter obtains insurance coverage for all contents/vehicles stored within the compound.

RENTAL AGREEMENT TERMS AND CONDITIONS:**1. RENTER'S PRIVILEGES AND Town of Herbert**

- a) Town of Herbert has instituted a video surveillance system and regular checks will be made by Town Maintenance.
- b) Customers shall have access to their lot by using the provided combination to the lock on the West gate.
- c) The renter may remove and/or park vehicles at any time.
- d) Customers may park as many vehicles in the allotted space at no extra cost.

2. RENTER'S OBLIGATIONS:

RENTER is responsible to ensure all vehicles are secured/locked (if applicable); and represents and warrants that they are in lawful possession of all vehicles being stored on the lot. RENTER AGREES TO ADVISE THE TOWN OF HERBERT OFFICE IN WRITING, INCLUDING FULL NAME AND ADDRESS, OF ANY PERSON OR CORPORATION OTHER THAN RENTER WHO HAS AN INTEREST IN ANY OF THE VEHICLES BEING STORED ON THE LOT.