

**TOWN OF HERBERT
BYLAW NO. 2022-01**

**A BYLAW OF THE TOWN OF HERBERT TO REGULATE THE RENTAL AND USAGE
OF THE OUTDOOR STORAGE COMPOUND**

The Council of the Town of Herbert, in the Province of Saskatchewan, enacts as follows:

PART 1 – INTRODUCTION

1. Title

This Bylaw shall be known and may be cited as the Storage Compound Bylaw.

2. Purpose

The purpose of this Bylaw is to regulate the rental and usage of the Storage Compound for Herbert ratepayers.

PART 2 – DEFINITIONS

3. Whenever in this bylaw, the following words or terms are used, they shall have the following meanings:

- (a) “Renter” means the person, or persons, abiding by the bylaw 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.
- (e) “Agreement” refers to Attachment A of this Bylaw - STORAGE RENTAL AGREEMENT

PART 3 – REGULATIONS

- 4. (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 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 the 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.

PART 4 – IN THE EVENT OF DEFAULT

- 5. (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 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.

PART 5 – TERMINATION

- 6. The agreement will terminate at the end of any 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.

PART 6 – GENERAL

- 7. (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.

Coming into Force

- 8. THIS BYLAW shall come into force and take effect on final passing thereof:

INTRODUCED AND READ A FIRST TIME this 28th day of November, 2022.

READ A SECOND TIME this 28th day of November, 2022.

READ A THIRD AND FINAL TIME this 12th day of December, 2022.

Mayor – Ron Mathies

CAO – Michelle Mackow