

BYLAW 2026-02

A BYLAW TO AMEND 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:

1. Amendment to Part 2 – Definitions

FROM:

PART 2 – DEFINITIONS

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

(a) “Renter” the person, or persons, abiding by the bylaw and this agreement.

TO:

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 Herbert ratepayer, unless otherwise approved by Council, abiding by the bylaw and this agreement.

2. Amendment to Storage Rental Agreement

FROM:

The Storage Rental Agreement as originally adopted, including the original “Renter” definition and original fee/termination/default wording.

TO:

The following **fully revised Storage Rental Agreement** is substituted in place of the original:

STORAGE RENTAL AGREEMENT (Revised 2026)

(As adopted through Bylaw 2026-02)

DEFINITIONS

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

- **“Renter”** means the Herbert Ratepayer unless otherwise approved by the Town of Herbert.
 - **“Vehicle”** means any type of motorized car, truck, RV, tent/camper trailer, motorhome, motorcycle, or towed vehicle such as a tow trailer, utility trailer, boat, etc.
 - **“Compound”** means the fenced area located at the Town of Herbert’s East Side Shop on South Railway Ave.
 - **“Term”** means the calendar year from January 1 to December 31.
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FEES & TERM

- The renter shall pay a non-refundable, non-negotiable annual fee of \$150.00 upon signing the agreement. Make cheques payable to the Town of Herbert.
 - The renter will automatically be invoiced each January 1 every year thereafter until notice of termination is provided.
 - To terminate, the renter must notify the Town Office at least one week prior to January 1.
 - Mid-term termination is non-refundable.
 - All contents/vehicles must be removed within 48 hours of notification.
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DISCLAIMER

The renter acknowledges that this is a long-term storage compound and that the Town of Herbert is not responsible for loss or damage to stored vehicles or contents.

The renter is strongly encouraged to obtain insurance coverage.

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.
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2. RENTER'S OBLIGATIONS

RENTER is responsible to ensure all vehicles are secured/locked (if applicable) and represents and warrants lawful possession of all vehicles 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 THE RENTER WHO HAS AN INTEREST IN ANY OF THE VEHICLES BEING STORED ON THE LOT.

SALE OF RENTER'S GOODS/VEHICLES IN THE EVENT OF DEFAULT

- If the Town has not been notified of termination, the renter will be invoiced for the new term.
 - If the Town has not received payment within the term year, the RENTER will be in default until payment is received.
 - When in default, the RENTER shall not be entitled to access their lot space, nor shall authorized parties.
 - 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.
 - The Town of Herbert may sell or dispose of the goods/vehicles in any manner it sees fit.
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GENERAL

- RENTER shall not assign the benefit of this Agreement without first obtaining consent in writing from Town of Herbert.
- RENTER may not perform any repairs or maintenance to vehicles without prior consent from Town of Herbert.
- To facilitate routine maintenance and lawn cutting, RENTER may not store anything outside of vehicles in the space.
- Town of Herbert staff shall enter the lot for purposes of necessary maintenance, or in case of an emergency, fire, etc.
- The terms of this agreement are subject to change without notice.

3. Coming Into Force

This bylaw shall come into force and take effect on the date of its final passing.

READ THREE TIMES AND PASSED by the Council of the Town of Herbert, in the Province of Saskatchewan this ____ day of _____, 2026.

(SEAL)

Mayor

Chief Administrative Officer