

# **RESORT VILLAGE OF BIG SHELL**

## **BYLAW NO. 1-2021**

1. 1. Permitted Use:

- 1) Storage sheds shall not exceed one story in height to a maximum of one hundred square feet and built to the building code.
- 2) Outdoor storage of licensed vehicles with current up to date registration.
- 3) Outdoor storage of recreational vehicles and equipment.
- 4) Communal storage compounds where operated by a public authority, for public outdoor storage of recreational vehicles and equipment, and for the storage of any vehicles, materials, and equipment of the public authority.

2. Prohibited Uses:

- 1) Habitable buildings
- 2) Use of any recreational vehicles, trailer, other vehicle, or tent for a place to eat or sleep, while located on the site.

3. Accessory Uses:

- None

4. Regulations:

- 1) Lot size 25' X 50'
- 2) Page wire fences 6' high at Renter's expense.
- 3) When a Renter wants to erect a fence next to a lot that has already been fenced, that Renter shall share the costs of the common fence between lot(s).
- 4) Vehicles – All vehicles designed for use on public highways and stored outside an enclosed building, shall bear a current provincial license which conforms to provincial regulations.
- 5) Commercial uses – No commercial use shall be conducted at a site in this district.
- 6) Storage of fuels and chemicals – Provincial regulations for storage of gasoline and fuels as they would apply to residential properties shall apply to any lot in this district. Storage of other hazardous chemicals is prohibited.

5. Fees and Leasing:

- 1) That the fees will be reviewed annually.
- 2) That the Lots be leased for 20 years.

6. Description of Storage Area:

Refer to attached map.

7. Bylaw No. 1-2013 is hereby repealed.

---

Mayor

---

Administrator

# STORAGE RENTAL AGREEMENT

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

RESORT VILLAGE OF BIG SHELL  
("Resort Village of Big Shell")

And

\_\_\_\_\_  
(the "Renter")

WHEREAS:

1. Resort Village of Big Shell open public storage:  
(the "Facility")
2. Storage of goods is the responsibility of the Renter:  
(the "Goods")  
at the Facility.

NOW THEREFORE Resort Village of Big Shell and the renter agree as follows:

## **FEE**

1. The Renter agrees to pay \$200.00 per year to the Resort Village of Big Shell. A notice of payment shall be sent to the Renter with their property taxes and is due on receipt of the notice.
2. The Renter shall be entitled to store the Goods at the Facility.

## **USE**

3. The renter agrees not to use the Facility for any unlawful purpose and agrees to keep the Facility in good condition and not to cause damage to the Facility.
4. The Renter will not store explosives or highly inflammable or hazardous materials or goods at the facility, other than small quantities of gasoline in personal leisure craft only.
5. As and when directed by the Resort Village of Big Shell, the Renter agrees to remove its Goods from the Facility.

## **INSURANCE**

6. The renter shall be responsible for obtaining any insurance desired on or for the Goods or related to their storage while stored at the Facility.

## **NO LIABILITY FOR RESORT VILLAGE OF BIG SHELL**

7. Resort Village of Big Shell shall not be responsible for any loss or damage to the Goods while stored at the Facility which may be caused by fire, theft, water, rain, storm, tornado, explosion, vandalism, civil disturbance or any other cause whatsoever, and the Goods shall, at all times, remain at the sole and exclusive risk of the Renter.
8. Resort Village of Big Shell shall not be liable for any injuries to, or damages suffered by, any of the Renter, or the Renter's agent, servants and employees, incurred while being on or in the Facility or related, in any manner, to the use of the facility.

**INDEMNITY BY RENTER**

9. The Renter agrees to indemnify and save Resort Village of Big Shell harmless from any and all liability arising out of, directly or indirectly, the storage of the Goods by the Renter at the Facility.

**LIEN**

10. The Renter agrees that Resort Village of Big Shell has, and shall have, a lien on the Goods to the extent of any monies owing by the Renter to Resort Village of Big Shell for the use of the facility or in any way related to its use.

**GENERAL**

11. This Agreement shall be binding upon each of the Renter and Resort Village of Big Shell and their respective heirs, successors and assigns.

IN WITNESS WHEREOF Resort Village of Big Shell and the Renter have hereunto executed the Agreement the day and year first above written.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_

Renter