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## TOWN OF LEADER

### LOT RENTAL POLICY

#### PURPOSE

The purpose of this policy is to allow for vacant Town owned lots to be rented on a yearly basis for residents to use as permitted.

#### TERMS & CONDITIONS

**Eligible Properties:** Vacant lots owned by the Town of Leader as designated on Schedule “A” the Lot Rental Map.

**Eligible Permittees:** Owners and tenants of commercial or residential property within the Town of Leader.

#### **Terms:**

1. Lots will be rented on a yearly basis from January 1 to December 31. Each Permittee will be given the option to renew by January 31 of the following year, pending lot availability.
2. The Town will charge \$500 annually for each lot rented.
3. The attached agreement must be signed by both parties and rent money received by the Town before the Permittee is allowed on the lot.
4. The Town may terminate the agreement by giving 30 days written notice if the continued use of the land is found to interfere with the future management objectives or any terms and conditions of the agreement are violated by the Permittee.
5. The Lot Rent Agreement is non-transferable.

#### **Conditions:**

1. All summer & winter yard maintenance is the responsibility of the Permittee. This includes the clearing of the adjacent sidewalk during the winter.
2. Items on the property must be kept in a clean & orderly manner and in a way as to not cause displeasure to any neighboring properties.
3. No improvements shall be made or placed on the rental property.
4. All signs, posts, and other markers shall be approved by the Town.
5. One of each of the following will be allowed to be parked on each rental lot: travel trailer, boat, utility trailer, and a plated & operational vehicle.
6. A garden plot may be established on the lot.

LOT RENTAL AGREEMENT

SCHEDULE "A"

LOT RENTAL MAP



## LOT RENTAL AGREEMENT

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Leader hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_ hereinafter called the Permittee, to enter upon and use the following described area located at \_\_\_\_\_ in the Town of Leader.

This agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and automatically renew on January 1<sup>st</sup> the following year, unless termination notice is given as per *Condition 1* of this agreement.

It is understood by the owner and the Permittee that this agreement is subject to the following conditions:

1. The owner may terminate this agreement by Thirty (30) days written notice, if the continued use of this land by the Permittee will interfere with present or future management objectives of the owner for the above described area or if the Permittee is found in violation of any of the Conditions in this agreement.
2. Annual rent of \$500.000 shall be paid to the Owner by the 31<sup>st</sup> of January each year. If rent is not received by the 31<sup>st</sup>, this contract will be terminated.
3. This agreement is non-transferable.
4. Prior to the effective date of this agreement, the Permittee shall submit for approval to the Owner a plan describing the intended placement of any items on the subject lands. No deviation from this plan shall be allowed except with the approval of the Owner. See Schedule "B" for a list of permitted uses/items.
5. All summer & winter yard maintenance is the responsibility of the Permittee, including sidewalks adjacent to the property, and the Permittee hereby agrees to maintain the land in a clean and tidy manner and the Permittee shall maintain the area under this agreement in a safe condition at all times.
6. The Permittee must ensure proper drainage from any structure placed on the lot.
7. No improvements shall be made or placed on the lot.
8. All signs, postings, and other markers shall be approved by the owner.
9. The Permittee agrees to protect, indemnify and save harmless the Owner, its agents and employees, from and against any and all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from the placement of objects on the described land and from the maintenance or use of the described land.
- 10 Restoration of the area will be provided to the satisfaction of the Town of Leader upon termination of this agreement.

SEAL

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Administrator

# LOT RENTAL AGREEMENT

## SCHEDULE "B"

### Permitted Lot Uses & Items

The following uses/items are permitted on lot's rented in this agreement.

1. One of each of the following units will be allowed to be parked on a lot: These items must be parked in a safe and orderly manner within the boundaries of the lot.

- Travel trailer
- Boat
- Utility trailer
- Plated & operational vehicle

2. Lots may be used to establish a private or public garden space.

3. All other lot uses/items must be approved by the Council of the Town of Leader.