



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 251-77

A By-law to amend By-law 77-74 to provide for the licensing, regulating and governing taxi cab brokers and owners and drivers of motor vehicles for hire.

WHEREAS the Council of the Corporation of the City of Brampton deem it expedient to amend By-law 77-74 now therefore the Council of the Corporation of the City of Brampton enacts as follows:

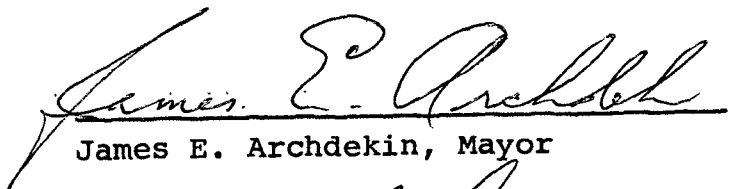
1. THAT Clause 1 be and is hereby amended by the addition thereto of the following:
"LEASE" - includes any arrangement or agreement whereby the owner gives up to some other person the right to possession and control of a taxi cab or a taxi cab plate for a period of more than one normal driver's shift."
2. THAT Clause 77 be numbered 77(1).
3. THAT the following clause be inserted and numbered 77(2) as follows:
77(2) An owner may lease his taxi cab plate on a yearly basis with the approval of Council provided that he shall before permitting use of the plate:
 - (a) Arrange for the vehicle upon which the plate is to be placed to be presented to the License Issuer for inspection.

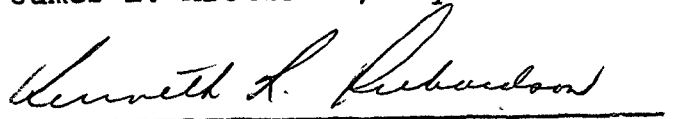
- (b) Arrange to have filed with the License Issuer an approved motor vehicle inspection report issued by the Ontario Ministry of Transportation and Communications, Vehicle Inspection Branch, dealing with the road worthiness and safety of the vehicle to be used as a taxi cab.
- (c) Attend upon the License Issuer to enable the Issuer to make any necessary changes to records.
- (d) File with the License Issuer an executed copy of an Agreement between the Lessor and the Lessee in the form attached hereto as Schedule "A" and file a copy of the current certificate of ownership of the vehicle.
- (e) Pay the fee set out in Section 64 of this By-law for filing of documentation required by the License Issuer for the leasing of taxi plates. The term of a lease shall not exceed one year and the fee set out in Section 64 shall be paid each time a new lease agreement is filed.

4. THAT Clause 64 be and is hereby amended by the addition of subsection (i) as follows:

(i) Plate leasing \$20.00

READ a FIRST, SECOND, and THIRD time and passed in Open Council this 26th day of September, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk.

THIS AGREEMENT made this _____ day of _____ 19 . . .

BETWEEN:

_____ (Limited, etc. if applicable)

OWNER of a Plate

hereinafter called the "Lessor",

OF THE FIRST PART

- and -

_____ (Limited, etc. if applicable)

OWNER of a Car

hereinafter called the "Lessee",

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS BY-law No. 77-74 of the City of Brampton provides for the licensing, regulating, and governing of the taxicab business;

AND WHEREAS the "LESSOR:" is the holder of taxi licence No. _____, hereinafter referred to as the "taxi plate";

AND WHEREAS the "LESSEE:" is a "Driver:" pursuant to the provisions of By-law No. 77-74 aforesaid;

AND WHEREAS the "LESSEE" is the owner of a 19 _____
"LESSOR" (_____) (make of car)
presently bearing 19 _____ Province of Ontario Licence Plate
No. _____ hereinafter referred to as the "Car", which Car
qualifies as a taxicab within the meaning of The City of Brampton
Taxicab By-law No. 77-74 aforesaid;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter expressed, The Parties Hereto Mutually Covenant And Agree As Follows:

1. The preceding recitals on this page are incorporated into and compliance therewith is made an integral condition of this Agreement.

AFTER PAYMENT RETURN
THIS FORM TO THE
LICENSING OFFICE ON THE
THIRD FLOOR

REGISTRATION OF TAXICABS
(Fee for Lease Filing)

The Filing Fee of \$20.00 as set out in By-law 77-74, as amended, shall only be paid once in each calendar year by the same two parties with respect to any one Taxicab Owner's plate.

Year of Lease _____

1. DATE: From: _____ To: _____
2. DATE: From: _____ To: _____
3. DATE: From: _____ To: _____

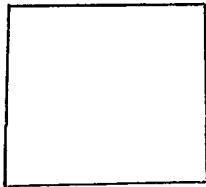
PARTIES INVOLVED

Lessor: _____

Lessee: _____

Brampton Plate No. _____

Date: _____



(Payment)

LICENCE ISSUER

2. This Agreement applies to the Car referred to in the recitals above, and any Car substituted in place thereof, and the parties hereto agree that the Lessee may at his discretion substitute another Car in the place instead of the Car referred to in the recitals above provided however that any Car so substituted shall meet the requirements of By-law No. 77-74 and provided further that the Lessee shall pay all the costs incurred as a result of such substitution.

3. Any reference in this Agreement to By-law No. 77-74 shall be deemed to include a reference to any amendments thereto subsequent to the date of this Agreement and to include a reference to any by-law substituted in its place and stead, subsequent to the date of this Agreement.

4. During the term of this lease and for purposes of this lease, the Highway Traffic Act R.S.O. 1970 c. 202, and By-law No. 77-74 only,

a) the Lessee hereby grants to the Lessor the right to register the Car in the name of the Lessor as required by the Highway Traffic Act aforesaid, and By-law No. 77-74 aforesaid, and the Lessor hereby covenants to so register the Car forthwith upon the execution of this Agreement, and install the taxi plate.

b) the Lessee covenants that it will do all things and complete and execute all documents necessary to facilitate the registration of the Car in the name of the Lessor.

c) the Lessor covenants that he will do all things, and complete and execute all documents necessary and to give all notices required to remove the Lessor's name as the registered owner of the Car at the expiration of this lease or upon any other termination hereof, whether required pursuant to the Highway Traffic Act aforesaid or By-law No. 77-74 aforesaid.

5. The Lessor hereby,

a) leases to the Lessee the Car together with the Taxi Plate No. ___, an approved meter and roof sign for the period of _____ year(s) commencing on the _____ day of _____ 19 ____ and ending on the _____ day of _____ 19 ____.

(term of lease)
(date lease starts)
(date lease ends)

b) grants to the Lessee the exclusive right to retain all earnings from the Car while it is used as a taxicab under Taxi Plate No. _____ provided however that the sum of \$ _____ (monthly rent) dollars per month shall be remitted to the Lessor monthly in _____ as rent.
(advance or arrears)

c) covenants not to interfere with the use or running of the Car unless and until such use or running threatens to cause the suspension or cancellation of the Taxi Plate No. _____.

d) covenants to cooperate with the Lessee to do all things necessary to keep the Car insured against public liability and property damage.

6. The Lessee covenants to,

a) keep the Car insured against public liability and the property damage (to the minimum coverage required from time to time by By-law No. 77-74) OR \$ _____, (specify amount) and keep the Lessor provided with a valid and current certificate of insurance at all times.

b) notify the Lessor and the Taxicab Authority no later than one (1) month prior to expiry of the Car insurance.

c) pay all operating costs.

d) pay all repairs to Car and equipment.

e) keep the Car at all times, in compliance with the provisions of By-law No. 77-74.

f) pay for all licences and permits required by the Province of Ontario or Government of Canada.

7. During the term of this lease and for the purposes of this lease, the Lessor covenants,

a) to do all things and complete and execute all documents.

b) to do all things and complete and execute all documents necessary to keep in good standing current Taxi Plate No. _____.

c) to pay for all licences or fees required by the City of Brampton.

d) to do all things and complete and execute all documents necessary to register the car with the City of Brampton pursuant to By-law 77-74.

8. The Parties hereto agree that,

a) the Lessee may on behalf of the Lessor pay all fees required to be paid by the Lessor under this Agreement so that Taxi Plate No. _____ will be kept current, and in good standing and all such amounts so paid by the Lessee may be deducted from the rent otherwise payable hereunder;

b) the Lessee may on behalf of the Lessor, and for the purposes of this lease, do all things and execute all documents necessary to keep the Car registered in the name of the Lessor and to keep current Taxi Plate No. _____, and the Lessee is hereby constituted the attorney of the Lessor for these purposes, with power and authority to execute documents on behalf of the Lessor.

9. This Lease may not be signed or sub-leased by either Party hereto without the written consent of the other first had and obtained, and without notifying the Taxicab Authority.

10. If during the currency of this Lease, Taxi Plate No. _____, is suspended under By-law No. 77-74 because of the fault of the Lessor, the Lessor shall pay to the Lessee liquidated damages in the amount of \$_____ per week during the term of the suspension and, if Taxi Plate No. _____ is cancelled, the Lessor shall pay the Lessee the sum of

\$1,000.00 in liquidated damages and not as a penalty.

11. This Lease may be terminated by the Lessee upon
month(s) notice to the Lessor.
12. This Lease may be terminated by the Lessor upon notice,
 - a) when the rent remains unpaid for a period of seven
days provided however that in calculating whether or
not rent is due, regard shall be had to all proper
deductions from rent which the Lessee may be permitted
to make pursuant to this Agreement,
 - b) if the Lessee commits any act for which the Taxi
Plate No. _____ may be suspended or cancelled pursuant
to provisions of By-law No. 77-74, or if the Lessee
commits any act for which any other permit or licence
from the Province of Ontario or the Government of
Canada may be suspended or cancelled, and upon receiving
notice of such termination, the Lessee shall forthwith
surrender Taxi Plate No. _____ to the Lessor.
 - c) to the Taxicab Authority in writing no later than
seven (7) days prior to expiry of the Lease.
 - d) if the lessor wishes to terminate this lease due
to the fact that he wishes to operate the plate
personally or otherwise, he must give _____ month(s)
written notification of termination of this lease to
the lessee and the taxicab licensing Section.
13. The Lessee is responsible for all parking tickets and
running offences against the vehicle listed in this lease
and throughout such period of time of this lease.
14. The Parties hereto covenant and agree to execute such
further and other assurances as necessary to carry out the
provisions of this Agreement.

PASSED September 26 19 77



BY-LAW

No. 251-77

A By-law to amend By-law 77-44 to provide for the licensing, regulating and governing taxi cab brokers and owners and drivers of motor vehicles for hire.

BY-LAW 251-77 AMENDS BY-LAW 77-74