



Lester B. Pearson
School Board

Commission scolaire
Lester-B.-Pearson

**REGISTER OF POLICIES,
PROCEDURE AND
BY-LAWS**

RENTAL OF FACILITIES

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POLICY FOR THE RENTAL OF FACILITIES

INTRODUCTION

The buildings of the Lester B. Pearson School Board* are integral to, and a valuable resource for, the communities in which they are located. Every effort is made to ensure maximum accessibility to these facilities by all parties in a safe and equitable manner outside of school hours, while ensuring that no financial liability accrues to the schools, centres and school board by this use.

This policy provides Governing Boards, School Principals and Centre Directors, the Rental Office¹ of the School Board, and associated lessees, with the procedures related to the rental of premises and facilities of the School Board.

Process

1. The schools and centres² of the school board have priority use of the school board facilities relative to outside users³.

Schools and centres co-ordinate with the Rental Office as to the time and date of use of their own facility outside normal school/centre hours.

Schools, Centres and Services notify the Rental Office as to the time and date of use of another school board facility during normal school/centre hours.

Schools, Centre and Services arrange through Rental Office as to the time and date of use of another School Board facility outside normal school/centre hours.

2. Outside users apply to the Rental Office in writing (with signature) for use of a School Board facility. The application form can be obtained from the Rental Office or downloaded from the School Board web site.

2.1 Rental permits⁴ for outside users are allocated on a first-come, first-served basis. Priority is given to groups requesting the same time slot and facility as the prior school year. The Rental office must be notified in writing by May 1st for all renewal requests for the following school year.

3. The Rental Office determines the type of activity, as per addendum A, in order to determine the fee.

* Hereafter called “the School Board”

Process (continued)

4. The Rental Office contacts the school principal/centre director to obtain the approval of the principal/centre director and the Governing Board.
5. Upon approval, the Rental Office issues the rental permit stating all terms and conditions as agreed to on the rental application and any other terms and conditions that may apply.
6. All equipment use must be approved in advance. Extra fees may be charged if necessary.

Fee Structure

1. The School Board establishes a fee structure annually by resolution of the Council of Commissioners by March 31 for the school year commencing the following July 1st.
2. The fee structure may be obtained from the Rental Office of the School Board website.*
3. Any changes will be posted with the least possible delay.

Modification

None of the addendums are part of the present policy. The addenda of this policy may be modified without consultation.

*<http://halls.lbpsb.qc.ca/>

ADDENDUM “A”

Type of Activity

Type A Activity: Activities organized by a school/centre in its own facility outside of normal school/centre hours when a caretaker is already on duty. These includes, but are not limited to, Governing Board, PPO, Home and School, parent assemblies, and fundraisers organized by the school staff, parents, or students.

Type B Activity: Activities organized by schools/centres in another school facility when the services of a school board caretaker must be retained. These include, but are not limited to, graduations, fundraisers, dances, concerts.

Type C Activity: Activities of recognized non-profit organizations⁵ and for groups included in the regular program of municipalities, subject to agreement that may exist between the School Board and that municipality.

Type D Activity: Summer camps, long term rentals, and other special services.

Type E Activity: All other groups or organizations.

N.B. Federal, provincial, municipal or school elections are not considered to be rentals.

ADDENDUM “B”

RESPONSIBILITIES

Rental Office of the School Board

- a) to determine the type of activity and set and collect the fee;
- b) to consult the school principal/centre director prior to issuing a rental permit;
- c) to authorize the property rental through the issuance of a rental permit;
- d) to communicate with the lessee in all matters pertaining to the rental permit and its supporting application;
- e) to notify the lessee of any modifications to rental agreement and confirm by subsequent revision to rental permit.
- f) to follow-up with lessees regarding misuse of the facilities, theft or damage incurred following the use of the facilities.

Principal / Centre Director

- a) to oversee the use of the school or centre;
- b) to coordinate with the Rental Office, at the beginning of each school year, and as events arise throughout the school year, of the dates and facilities required for school/centre activities outside of regular school/centre hours;
- c) to advise the Rental Office, during the school year, of any modification or addition to the schedule of activities, at least two weeks in advance;
- d) to notify the Rental Office as to the time and date of use of another school board facility during normal school centre/hours;
- e) to obtain Governing Board approval, by resolution, for all proposed rentals.
- f) to notify Rental office in writing regarding misuse of the facilities or damage incurred following the use of the facilities.

Lessee

- a) to ensure that their users are respectful of the premises and conduct themselves in an appropriate manner;
- b) to leave the premises in the same condition as provided, as detailed in the terms and conditions detailed in the rental application and the permit;
- c) to be liable for any damages incurred;
- d) to ensure that their users respect the tobacco legislation* and the school board's resolution** forbidding smoking on its property;
- e) to allow sufficient time to obtain administration and governing board approval prior to occupation date.

*http://www2.publicationsduquebec.gouv.qc.ca/dynamicSearch/telecharge.php?type=2&file=/T_0_01/T0_01_A.html

**http://www2.lbpsb.qc.ca/content/policies/Prohibition_of_Smoking_en.pdf

ADDENDUM “B”

RESPONSIBILITIES (continued)

Governing Board

- a) to approve by resolution (or deny) all proposed rentals brought forward by the Principal / Centre Director.

Caretaker

- a) to ensure the safety and security of the building.
- b) to open and close all doors and ensure that no key are distributed to any lessee at any time.
- c) to verify and report any damage incurred at the rental site to the principal or centre director following the use of the facilities.

Equipment services

- a) As far as practicable, to arrange for the caretaker in function to have access to a briefing about evacuation procedure.

ADDENDUM “C”

Definitions

1. **Rental Office:** department of Equipment Services Division responsible for coordinating requests and authorization for use of the school board facilities.
2. **Schools and centres:** **ALL** properties and facilities owned by the Lester B. Pearson School Board.
3. **Outside users:** non-school board parties, including but not limited to, municipalities, non-profit organizations, and all other associations or groups.
4. **Rental Permit:** the lessee’s authorization that allows for the use of the school board facility.
5. **Recognized non-profit organizations:** organizations that are legally chartered as such.

ADDENDUM "D"

**COMMISSION SCOLAIRE LESTER-B.-PEARSON
LESTER B. PEARSON SCHOOL BOARD
1925, avenue Brookdale Avenue, Dorval, QC H9P 2Y7
Tel: 422-3000 # 2275 Fax: 422-3007**

A soumettre au moins 10 jours ouvrables avant la date demandée – Écrire en SCRIPT s.v.p.
Submit a minimum of 10 working days prior to date required – Please PRINT clearly

1. DEMANDE DE LOCATION / APPLICATION FOR RENTAL

1er choix	École demandée _____	School requested	1 st choice
2e choix	_____		2 nd choice
3e choix	_____		3 rd choice
Liste de tous les locaux requis	_____	List of all facilities required	
Activité	_____		Activity
Nombre de participants prévus	_____	Anticipated no. of participants	
Journée(s) requise(s)	_____	Day(s) required	
Heures d'utilisation	_____		Hours of use
Date(s): Début et fin	_____	Starting & ending date(s)	

2. FRAIS DE DROITS D'AUTEUR / COPYRIGHT CHARGES

La loi exige paiement pour les frais de droits d'auteur:

The law requires payment for copyright:

Musique avec danse: 59.17\$ minimum par événement
Musique sans danse: 29.56\$ minimum par événement

Music with dance: \$59.17 per event minimum
Music without dance: \$29.56 per event minimum

Concert ou spectacle de musique populaire:
payant: 3% des recettes brutes au guichet
gratuit: 3% des cachets versés aux artistes (min. 20.00\$)

Popular concert:
with charge: 3.0% of ticket sales
no charge: 3.0% of artist's pay (min. \$20.00)

Concert ou spectacle de musique classique:
payant: 1.56% des recettes brutes au guichet
gratuit: 1.56% des cachets versés aux artistes (min. 20.00\$)

Classical concert:
with charge: 1.56% of ticket sales
no charge: 1.56% of artist's pay (min. \$20.00)

Humoriste: 35.00\$ par événement

Comedian: \$35 per event

N.B. It is the responsibility of the lessee to pay other copyright fees not covered in the above section 2.

ADDENDUM "D" (continued)

3. REQUÉRANT / APPLICANT

Organisme	_____	Organization
Représentant	_____	Representative
Adresse	_____	Address
Ville et code postal	_____	City and postal code
Téléphone au bureau	_____	Office phone
Domicile	_____	Home phone
Télécopieur	_____	Fax
Courriel	_____	Email Address

En cas d'approbation de cette demande, je m'engage au nom de l'organisme que je représente à respecter les règles et règlements au verso de ce formulaire.

Should this application be approved, I accept as a representative of the organization above to adhere to the rules and regulations stipulated on the reverse side of this form, to the posted rentals procedures, and to all terms and conditions as stipulated on the rental permit.

SIGNATURE: _____

DATE: _____

4. À L'USAGE DU BUREAU SEULEMENT / FOR OFFICE USE ONLY

Approbation de la direction	_____	Principal's Approval
Approbation du Conseil d'établissement	_____	Governing Board Approval

ADDENDUM “E” Rules and Regulations

REGLES ET REGLEMENTS	RULES AND REGULATIONS
1. Les locaux sont alloués selon la règle du premier arrivé, premier servi. Une priorité est accordée aux groupes qui réservent le même local à la même période que l'année précédente.	1. Spaces are allocated on a First come, First Served basis. Priority is given to groups requesting the same time slot and facility as the prior school year.
2. Aucun changement aux dates ou aux heures ne sera accepté sans la permission écrite de la Commission. Tout changement d'horaire doit se faire par écrit.	2. No change to dates and hours agreed to are allowed without permission in writing from the Board. Any time change must be requested in writing.
3. Les demandes d'annulation doivent être faites au moins dix (10) jours ouvrables avant la location, sinon le locataire devra honorer son engagement.	3. Requests for cancellation must be submitted to the Rental Office at least ten (10) working days in advance, otherwise the Lessee shall be liable for the agreed rental.
4. Les services du concierge consistent à superviser les locaux et les installations de la Commission seulement, à ouvrir et à fermer les portes, et à s'assurer que les installations louées sont en bonne condition. La Commission n'a pas l'obligation de fournir des équipements qui ne se retrouvent pas déjà sur les lieux et /ou sur lesquels il y a déjà eu une entente. Le temps nécessaire à l'installation de tables, de chaises, de filets, etc., tout nettoyage dû à l'occupation des lieux par le locataire ou tout autre service requis du personnel d'entretien de la Commission sera facturé au locataire.	4. The Caretaker's service is to provide supervision of the Board's property and facilities only, the opening and closing of doors and insuring that the rental facilities are in appropriate condition. The Board accepts no obligation to provide equipment other than that available on the premises and previously agreed upon. The time for setting up any equipment, tables, chairs, nets, etc., plus any cleaning that is required as a result of the Lessee's occupation or any other service will be performed by the Board's caretaking staff and will be charged to the Lessee.
5. <i>Le concierge, étant responsable de la propriété de la Commission, sera chargé de la sécurité et ses instructions devront être suivies en cas d'urgence ou d'imprévu, de façon à assurer l'évacuation des personnes présentes en toute sécurité.</i>	5. The Caretaker, being responsible for the Board's property, shall be in charge and his/her instructions are to be followed in case of emergency or upset, in order to ensure safe evacuation of any occupants from the building.
6. Le locataire doit respecter la durée de location et ne pas dépasser le temps alloué sans une autorisation du Bureau de location.	6. The Lessee is obliged to adhere to the agreed time of occupation and not to exceed the specified rental time without permission from the Rental Office.
7. La Commission (les écoles ou les centres) n'est pas responsable des dommages aux personnes ou à la propriété ni la perte d'objets personnels résultant de l'exercice des droits consentis au locataire par ce permis. Les locataires doivent être couverts par leur propre police d'assurance responsabilité civile.	7. The Board (schools or centre) will not be liable for damage to persons or property nor for the loss of any property resulting from the exercise of the rights granted to the Lessee under this permit. The Lessee must be covered by their own liability insurance.
8. Le locataire n'apportera pas de modifications aux locaux ou aux équipements loués. Toute demande de modification est sujette à l'autorisation écrite du Directeur des Services des ressources matérielles.	8. The Lessee shall not alter the premises or equipment of the Board. Any request for alteration or change of the leased premises is subject to the written approval of the Director of Equipment Services.
9. Le locataire remboursera la Commission pour tout dommage à l'édifice ou à l'équipement résultant de l'exercice des droits consentis au locataire par ce permis sauf usure normale.	9. The Lessee will reimburse the Board for any damages to the building or equipment resulting from the exercise of the rights granted under this permit, normal wear and tear excepted.

ADDENDUM “E” (continued) Rules and Regulations

<p>10. Le service de boissons alcoolisées est assujéti à la politique de la Commission. Le service de rafraîchissements et de nourriture requiert l'autorisation du Bureau de location. Des frais additionnels seront facturés au locataire si un nettoyage plus élaboré qu'un simple balayage est nécessaire.</p>	<p>10. The serving of alcoholic beverages is restricted to Board policy. The serving of soft drinks, refreshments and food requires permission from the Rental Office. Additional charges will be made to the Lessee if extra cleaning is required, over and above normal sweeping of the premises.</p>
<p>11. Les locaux ne seront pas disponibles durant les congés scolaires, les vacances, les ateliers du personnel d'entretien, etc. Ces dates sont indiquées dans le présent permis.</p>	<p>11. The premises will not be available to any Lessee during the school holidays, vacations, Caretakers' workshops, etc. These dates are outlined in the Rental Permit.</p>
<p>12. La Commission se réserve le droit d'annuler ce permis en tout ou en partie si surviennent des événements éducatifs nécessitant les locaux prévus au permis. Le locataire recevra alors un avis au moins sept (7) jours ouvrables avant l'événement. Tout crédit qui deviendrait dû suite à une annulation sera émis à la fin du permis.</p>	<p>12. The Board reserves the right to cancel any part of this Agreement if it becomes necessary to use the premises for educational events. At least a seven (7) working day advance notice will be given the Lessee. Any credit due, following any such cancellation shall be issued to the Lessee at the end of the permit.</p>
<p>13. Il est entendu que le locataire utilisera les locaux de manière à ne pas causer de dommage aux locaux, aux installations et à l'équipement; à ne pas faire de bruits indus et à ne pas déranger. Le locataire aura en tout temps un représentant sur les lieux qui sera responsable du comportement de ses membres. De plus, le locataire s'engage à respecter l'interdiction de fumer sur les lieux, à porter des chaussures appropriées dans les gymnases, etc., et autres règlements particuliers à l'édifice ainsi que toutes les politiques et procédures de la commission scolaire.</p>	<p>13. It is expected that the Lessee will make use of the Board's facilities so as not to cause damage or abuse to the premises, equipment or fixtures; not to make undue or disturbing noise nor cause any disturbance. The Lessee will have on hand at all times, a representative on the rented premises who will be responsible for the good behaviour of its own members. Furthermore, the Lessee will obey the Board's rules with respect to "no smoking" on the premises, the wearing of appropriate footwear in the gymnasias, etc., as may be required by house rules as well as all policies and procedures of the school board.</p>
<p>14. La Commission se réserve le droit d'annuler ce permis si le locataire ou l'un de ses membres utilise les lieux ou les installations de façon inappropriée ou fait tort aux règlements tels que décrits dans ce permis.</p>	<p>14. The Board may cancel this Rental Permit if the Lessee or any member thereof is misusing the premises or facilities or behaving in any detrimental way towards the Board's policy as described in this Rental Permit.</p>
<p>15. Dans le cas où le locataire ne serait pas satisfait de la condition des lieux ou du service offert par la Commission, il est prié d'en avertir le Bureau des locations par écrit.</p>	<p>15. The Lessee shall, in case of unsatisfactory conditions of the Board's services or premises, inform the Board's Rental Office in writing.</p>
<p>16. Les locataires ont la responsabilité de s'assurer que la capacité des locaux ne soit pas dépassée.</p>	<p>16. Lessees are responsible for ensuring room capacities are not exceeded</p>
<p>17. Les spectacles de pyrotechnie et/ou de fumée ne sont pas autorisés. L'utilisation de vapeur ou de fumée peut être autorisée mais doit être préalablement approuvée par le Bureau des locations. Les spécifications doivent être soumises deux semaines à l'avance afin d'être étudiées. Le locataire est responsable de tous les dommages et de tous les coûts associés avec ce matériau.</p>	<p>17. Pyrotechnics and/or smoke shows are not permitted. Use of vapor/smoke may be permitted with prior approval of the rental office. The specification shall be submitted to the rental office two weeks in advance for review. The lessee assume all liabilities and the cost associated with the use of this material .</p>

**ADDENDUM “E” (continued)
Rules and Regulations**

<p>18. Tous les groupes et organisations doivent s’assurer de la présence d’un adulte capable de réagir aux situations d’urgence.</p>	<p>18. All groups and organizations must ensure an adult representative is present and able to respond to emergency situation.</p>
<p>19. La commission scolaire réserve ses droits d’annuler le permis advenant un non paiement dans les délais prescrits ou pour toute autre cause qui, de l’avis de la commission scolaire, constitue un élément essentiel de l’entente entre les parties.</p>	<p>19. The School Board reserves its right to cancel the rental permits in case of non payment in the prescribed delay or any other reason which constitutes, from the School Board opinion, the essence of the agreement between the parties..</p>

Signature

ADDENDUM “F” Procedures for application of policy

- All groups must be properly supervised with a responsible adult present at all times.
- All groups must agree to pay a 1.5 hour minimum rental for weeknights or a 3 hour minimum rental for weekends.
- All groups requesting non-profit status may be asked to provide valid proof they are legally registered as such.
- Any request for special package deals must be received a minimum of 3 months prior to occupation and accepted by Equipment Services Dept.
- Internal users must reserve through Rental Office and assume additional caretaking and/or technician/equipment costs if applicable.
- Payment:
 - Rentals of less than 4 months – payment due two weeks in advance (if rental is less than two weeks away, a money order or certified cheque before rental)
 - Rental of greater than 4 months – half of payment two weeks in advance, balance halfway through contract.
 - Any changes made to the permit will be adjusted at the end of the contract.
- Should a lessee request a credit for cancelled hours, the \$25 administration fee will apply and:
 - 50% credit will be given for cancellations made a minimum of 10 working days in advance of the date of occupation.
 - 25% credit will be given for cancellations made 2-9 working days in advance of the date of occupation.
 - No credit will be given if cancellation is received within 2 working days prior to the date of occupation.
 - The School Board will issue full credit if it must cancel for any reason.