



Lester B. Pearson
School Board

Commission scolaire
Lester-B.-Pearson

REGISTER OF POLICIES, PROCEDURES, AND BY-LAWS

POLICY FOR THE RENTAL OF FACILITIES

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Legal Department

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1. INTRODUCTION

The buildings of the Lester B. Pearson School Board (hereafter called “the 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. The obligation of the School Board towards the community is further described in article 266(4) of the Education Act.

This policy provides governing boards, school principals and centre directors, the Rental Office of the School Board, and associated lessees, with the procedures related to the rental of premises and facilities of the School Board.

2. PROCESS

- 2.1 Schools and centres coordinate with the Rental Office as to the time and date of use of their own facility outside normal school/centre hours. The schools and centres of the school board have priority use of the school board facilities relative to outside users when a prior written notice of ten (10) days is given to the Rental Office.
- 2.2 Each year, before the end of June, schools/centres located on the territory of the city of Montreal must provide to the Rentals Office a calendar of the projected use of their facilities outside normal hours for the following year. A confirmation of the projected use must be sent to the school board after the first governing board meeting, in September, as well as at the beginning of January.
- 2.3 Schools, centres and services arrange through Rental Office in writing while using the Rentals Office rental request form as to the time and date of use of another School Board facility outside normal school/centre hours.
- 2.4 Community Learning Centres, or CLCs, are a part of the school/centre community and should co-ordinate through the Rental Office while using the rental request form when booking a facility outside normal school/centre hours. This can be done by the principal or the CLC coordinator.
- 2.5 Outside users apply to the Rental Office in writing 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 under the icon “Rental of Facilities”.
- 2.6 Rental permits 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. Customers must use the rental request form.
- 2.7 The Rental Office reviews general compliance and determines the type of activity, as per addendum A, in order to determine the fee.

- 2.8 The Rental Office must obtain the approval of the principal/centre director and the Governing Board when the request relates to premises that are designated on the three- year-plan as being at the disposal of the school/centre.
- 2.9 When approval is required, the Governing Board will review the request and will make a decision to either approve or deny the request. There cannot be any conditional approvals.
- 2.10 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.
- 2.11 The use of equipment must be approved in advance. Extra fees may be charged if necessary.

3. FEE STRUCTURE

The School Board establishes a fee structure annually by March 31 for the school year commencing the following July 1st. The fee structure can be obtained from the Rental Office or downloaded from the School Board web site under the icon “Rental of Facilities”.

4. MODIFICATION

None of the addenda is an integral part of the present policy and can be modified without consultation.

ADDENDUM A – TYPE OF ACTIVITY

Type A: Activities organized by a school/centre in its own facility outside of normal school/centre hours when a caretaker is already on duty. These include, 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: Activities organized by schools/centres/board in another school facility when the services of a caretaker must be retained. These include, but are not limited to, graduations, fundraisers, dances, concerts.

Type C: Non-profit activities organized by individuals, registered non-profit organizations and groups included in the regular program of municipalities, subject to agreement that may exist between the School Board and that municipality

Type D: All other activities, except those included in type E activities.

Type E: Summer camps, long term rentals, and other special services as well as federal, provincial, municipal or school elections.

ADDENDUM B – RESPONSIBILITIES

Equipment Services

- a. to review general compliance and determine the type of activity;
- b. to determine and set the fee in compliance with the fee structure adopted by the School Board and arrange for invoicing;
- c. to consult the school principal/centre director prior to issuing a rental permit;
- d. to authorize the property rental through the issuance of a rental permit;
- e. to communicate with the lessee in all matters pertaining to the rental permit and its supporting application;
- f. to notify the lessee of any modifications to rental agreement and confirm by subsequent revision to rental permit;
- g. to follow-up with lessees regarding misuse of the facilities, theft or damage incurred following the use of facilities; following the use of the facilities;
- h. to deny any requested changes presented to the Rental Office by the school/centre less than ten (10) working days in advance. Such requests will have to be authorized by the director of Equipment Services;
- i. as far as practicable, to do a briefing for the caretaker in function that is not familiar with the facility including evacuation procedures and building systems; .

Principal / Centre Director

- a. to coordinate with the Rental Office, at the beginning of each school year, of the dates and facilities required for school/centre activities outside of regular school/centre hours;
- b. to advise the Rental Office, during the school year, of any modification or addition to the schedule of activities, at least ten (10) working days in advance;
- c. to obtain Governing Board approval, by resolution, for all proposed rentals when required by this Policy;
- d. 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 supervise the usage of school/centre equipment;
- c. to review the evacuation plan prior to the activity;
- d. to ensure that all communications is through the Rental Office;
- e. to ensure that payment is received prior to occupation date. Failure to do so may result in cancellation of activity.
- f. 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;
- g. to be liable for any damages incurred;
- h. to submit the rental request form (Addendum D) at least two (2) months prior to the activity.

Governing Board

When required by this Policy, 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 is distributed to any lessee at any time;
- c. to ensure that the public ways are clear and safe in the event of snow and ice;
- d. to clean the premises after the activity;
- e. to verify and report any damage incurred at the rental site to the principal or centre director following the use of the facilities;
- f. when not doing steps “a” through “e”, caretaker should always make themselves available in the rented premises.

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, including premises used by a Community Learning Centre (CLC).
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 – RENTAL REQUEST OF SCHOOL/CENTRE FACILITIES

CONTACT INFO

Are you renting as a:

- Individual (personal)
- Organization duly registered on the Registre des entreprises du Québec

Name of enterprise		Nom d'entreprise
NEQ Number		Numéro NEQ
Contact Person		Nom de la personne contact
Address		Adresse
City and Postal Code		Ville et code postal
Daytime phone number		Téléphone (jour)
Evening phone number		Téléphone (soir)
Email		Courriel

TYPE OF ACTIVITY

<input type="checkbox"/>	Internal	Activities organized by schools in the LBPSB. Ex. graduations, fundraisers, dances, concerts etc. Internal renters must assume additional caretaking and technician costs if applicable.
<input type="checkbox"/>	Non-Profit	Registered non-profit organizations. The status of the non-profit organizations must be reflected under the Quebec Enterprise Register. Individual renters generally fall under the non-profit category (if the activity is not for profit).
<input type="checkbox"/>	Regular	Includes all organizations which do not fall under internal or non-profit.
<input type="checkbox"/>	Special	Usage of facilities not covered in the fee structure. These requests must be received a minimum of 3 months prior to occupation.

BOOKING INFORMATION

<u>School requested</u> 1 st Choice	(1)	École demandée 1 ^{er} choix
2 nd Choice	(2)	2 ^{ième} choix
<u>Areas required</u> (Gym, classroom, auditorium, etc.)		<u>Locaux requis</u> (Gym, classe, auditorium etc.)
Number of participants		Nombre de participants
<u>Date(s) Requested</u> Start and end date		<u>Dates demandées</u> Dates de début et fin
<u>Hours Requested</u> Start and end time (<i>Include set up and take down</i>)		<u>Heures demandées</u> Heures de début/fin (considérant l'installation et le démantèlement des équipements)
Other special requirements or comments		Autres demandes spéciales ou commentaires

Should this application be approved, I accept personally, or as a representative of the above company, to adhere to the requirements as stipulated in the LBPSB Rental Policy which can be found on the LBPSB website.	En cas d'approbation de cette demande, je m'engage personnellement ou au nom de la compagnie que je représente à respecter les règles et règlements, ainsi qu'à toutes les exigences prévues à la politique des Location des Salles qui se trouve sur le site web de la CSLBP.
<hr/> <p>Signature Date</p>	

ADDENDUM E – RULES AND REGULATIONS

RULES AND REGULATIONS	RÈGLES ET RÈGLEMENTS
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.	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.
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.	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.
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.	3. Les demandes d'annulation doivent être faites au moins dix (10) jours ouvrables avant la location, sinon le locataire devra honorer son engagement.
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.	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.
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.	5. 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.
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.	6. Le locataire doit respecter la durée de location et ne pas dépasser le temps alloué sans une autorisation du Bureau de location.
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.	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.
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.	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.
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.	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.
10. No alcohol is permitted without prior written approval of the School Board	10. Aucune boisson alcoolisée n'est permise sans l'autorisation écrite préalable de la Commission scolaire.

<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>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>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>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>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>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>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>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>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>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 avvertir le Bureau des locations par écrit.</p>
<p>16. Lessees are responsible for ensuring room capacities are not exceeded</p>	<p>16. Les locataires ont la responsabilité de s'assurer que la capacité des locaux ne soit pas dépassée.</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>	<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>18. All groups and organizations must ensure an adult representative is present and able to respond to emergency situation.</p>	<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>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>	<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>

ADDENDUM F – PROCEDURES FOR APPLICATION OF POLICY

1. All groups must be properly supervised with a responsible adult present at all times.
2. All groups must agree to pay a 1.5 hour minimum rental for weeknights or a 3 hour minimum rental for weekends.
3. All groups requesting non-profit status may be asked to provide valid proof they are legally registered as such.
4. Any request for a special rate for usage of multiple spaces must be received a minimum of 3 months prior to occupation and accepted by Equipment Services Dept.
5. Internal users must reserve through Rental Office and assume additional caretaking and/or technician/equipment costs if applicable.
6. 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.
7. Should a lessee request a credit for cancelled hours, a \$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.
8. The School Board will issue full credit if it must cancel for any reason.