



POLICY ON THE RENTAL OF MUNICIPAL FACILITIES

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PREAMBLE

The Municipality of Pontiac rents its municipal halls or facilities to both public and private organizations and to citizens who wish to hold meetings, gatherings, training sessions, courses or activities. Furthermore, the halls or facilities are also available for family or social gatherings and parties.

OBJECTIVES

To define the eligibility requirements and criteria for gratuitous rentals, the renter's responsibility, the rental conditions, the rate parameters and the rental guidelines, taking into account the purpose of the halls and facilities.

To ensure the longevity of assets, see that ratepayers are treated in fairness, improve on the maintenance of equipment and apply a "user-pay" policy.

SCOPE

This policy concerns all of the following municipal facilities:

- Community Centres (Breckenridge, Luskville and Quyon)
- Libraries (Luskville and Quyon)
- Skating rinks
- Baseball and soccer fields

ELIGIBILITY REQUIREMENTS

All public and private organizations or any citizen cannot hold an illegal event within municipal halls or facilities.

Furthermore, to rent a municipal hall or facility, the renter must not have an overdue account relating to a previous rental.

RENTAL PRECEDENCE

Under the following order of precedence, the Municipality reserves the right to hold an event if needed.

1. Emergency measures
2. The needs of the Municipality of Pontiac (e.g. municipal council meetings, public consultations, etc.)
3. Ceremonies and commemorations related to the death of a resident
4. All other renters

RENTAL CONDITIONS

- The renter must be at least 18 years of age.
- The rental time must not exceed 3:00 a.m.
- The renter agrees to filling out a declaration form in the event that something is broken or damaged.
- To report something that is broken, damaged, or the occurrence of a problem **that requires an immediate intervention**, contact the Public Works department: 819-455-2401 ext. 163 during regular office hours or 613-664-1446 in the evenings and weekends.
- The renter is responsible for maintaining order both inside and outside of the hall or the facility for the duration of the rental.
- The renter does not have access to the premises outside of the time frame that was booked.
- The renter who wishes to set up the reserved hall or facility before the event must make the arrangements with the person in charge of hall rentals.
- The renter is required to check the premises before the event.
- All animals are prohibited inside the rented hall or facility, with the

exception of a guide dog. If the rental of the hall is related to an event requiring the presence of animals, an authorization from the Municipality is required.

- The Municipality does not take bookings more than 12 months before an event in order to avoid a person or a group monopolizing a municipal venue year after year.

SPECIFIC RENTAL CONDITIONS

- The Municipality could require payment from the renter for an independent cleaning service.
- For certain events open to the general public, the Municipality could require :
 - A safety plan
 - A layout of the site
 - Proof of insurance

RENTER'S RESPONSIBILITY

- The renter is solely responsible for everything that happens for the duration of the rental (breakage, theft, damages, accident, unjustified elevator alarm, triggering the security alarm without justification, etc.). Any unjustified fees will be charged in full to the renter.
- The renter agrees to using the hall or facility exclusively for the purposes intended in their contract.
- The renter agrees not to sublet, loan or transfer his/her reservation of the premises to another person.
- **The renter agrees to using only the hall or facility that was rented.** If the renter does not comply with the present clause, rental fees (of the hall or facility that was not rented) will be charged in full.

- The renter agrees to respect the time limits assigned to the rental. Any time past the rental period will be charged at a cost of \$30.00/hour, even if the hour isn't up.
- The renter agrees to leave all access doors or emergency exits to the hall or facility free of any obstacle, so as not to interfere with the evacuation of people in case of an emergency.
- The renter agrees to installing nothing over the firefighting equipment and control panels.
- The renter agrees to ensure that the decorations selected are made of non-combustible materials. For example, candles, hay bales, straw bales, any type of confetti and resin-based products are not authorized.
- FURTHERMORE, **NO PYROTECHNICS ARE ALLOWED**, the same goes for fog machines, without the authorization of the Director of the Fire Department.
- The renter agrees to **use only « reusable adhesive »** to install decorations. Thumbtacks, nails, screws or tape of any kind are not authorized.
- The renter agrees to use propane gas **strictly outdoors**.

CLEANING

- The renter agrees to leave the premises (indoors/outdoors) in the exact state it was upon his/her arrival.
 - The renter must move the tables and chairs to their original place, wash the tables, remove any decorations and other equipment belonging to him/her, empty the garbage and recycling into the bins provided for this purpose outside, and must sweep the floor.
 - All of these tasks must be done within the time frame allocated for the rental, unless a prior agreement was reached with the Municipality.

- Any of the cleaning requirements that has not been done or that is unsatisfactory will be done by the Municipality, and the fee of \$30.00/hour will be charged in total to the renter, or subtracted from his/her deposit.

ALCOHOL, TOBACCO AND CANNABIS

- The renter agrees to apply the *Tobacco Control Act*¹ both inside and outside of the rented hall or facility.
- The restrictions concerning the use of tobacco will also apply to the use of cannabis, as soon as its use will become legalized.
- The renter agrees to obtain a “Reunion permit” for the purpose of selling or serving alcoholic beverages during family, social, cultural, educational or sporting events, with the *Régie des alcools des courses et des jeux*². This request must be submitted at least 15 days before the event.
- As stipulated in section 22 of the Regulation respecting liquor permits:

“No natural person may apply for a reunion permit to sell for the purpose of a family event unless he has a direct interest therein and is related or has a connection to the person in favor of whom the event is held and unless the price demanded for the alcoholic beverages is used only to cover the costs of the event.”
- The renter agrees to respect the Law³ and the Regulation respecting liquor permits⁴.
- In the case of non-compliance, in addition to penalties provided for in the Quebec and Canadian legislation, the renter and/or the group for whom the venue was reserved will be denied the right to reserve a municipal facility for 12 months from the date of the offence.

¹ <http://legisquebec.gouv.qc.ca/fr/showdoc/cs/L-6.2>

² <https://www.racj.gouv.qc.ca/formulaires-et-publications/formulaires/alcool/permis-de-reunion.html>

³ <http://legisquebec.gouv.qc.ca/fr/ShowDoc/cs/P-9.1/>

⁴ <http://legisquebec.gouv.qc.ca/fr/ShowDoc/cr/P-9.1,%20r.%205>

PAYMENT

- Any renter, who wishes to benefit from the rental fee assigned for residents, must provide a valid proof of residence, be responsible for the rental himself/herself and pay the rental fees.
- Payment for the rental may be done in cash, by cheque, debit or credit card.
- Payment of the rental is required upon signing the contract, and if payment is given by cheque, it will immediately be cashed.
- A reservation is effective only when payment for the rental and the deposit have been received.
- In the event of a double-booking, or any other error made pertaining to the reservation that is attributable to a member of the municipal staff, the municipal Council authorizes the refund of the amount paid.
- See appendix 1 for the price setting.

DEPOSIT

- The refundable \$100 security deposit is required for the rental of any venue. The deposit payable by cheque will be cashed, and another cheque will be issued to the renter of the equipment on the premises is found to be in good condition.
- Any cleaning that has not been completed or is unsatisfactory will be done by the Municipality and the fee of \$30.00/hour will be charged in total to the renter, or subtracted from his/her deposit.
- In the case of a lost key, the fee of \$30.00 per key will also be deducted from the deposit.

GRATUITOUS RENTAL

- Organizations, associations or corporations may benefit from a gratuitous rental of municipal equipment, under any of the following conditions :
 - Be a recognized organization under the terms of the “Policy for the recognition and support to community-based organizations”;
 - Be a non-profit corporation, also known as Not-for-profit Organization (NFPO) or Non-profit organization (NPO) registered with the *Registraire des entreprises du Québec*.
 - Be a government agency providing information or training to the citizens of the Municipality.
- The gratuitous rental does not apply to fundraising activities (sale of alcohol, food, participation fees). The Municipality wishes that, organizations who use their premises for a fundraising event, participate in the costs related to the maintenance of the facilities.
- The Municipality reserves the right to limit the extent of this privilege depending on the use and availability of the hall or facility, in order to ensure equal access to all.

RENTAL CANCELLATION

- The renter who wishes to cancel a reservation, must inform the person in charge of hall rentals as quickly as possible.
- The renter who cancels his/her reservation, no matter the reason of the cancellation, will be refunded the sum paid for the rental, minus a charge of 15% of the total rental.
- The Municipality has a maximum of 60 days to issue the refund.
- Any rental contract may be suspended or revoked without prejudice if emergency measures were to apply, or if a circumstance was to render the rented hall or facility non-functional. If such measures were to occur, the cost of the rental would be refunded in full.

LIABILITY INSURANCE

- The renter is aware of the inherent risks, when holding a public event. He/she acknowledges having seen the rented facilities and releases the Municipality from any liability related to any breakage, theft, damages, loss or accident.
- The Municipality may require a copy of the renter's liability insurance for the clause on civil liability. Usually, this clause is included in the home insurance contract.
- Proof of sufficient liability insurance must be produced for events that are open to the public (not private).
- The renter must insure the property he/she owns on the premises. The Municipality will not be held responsible for any damage that could be caused to such property.

ADDITIONAL INSTRUCTIONS PERTAINING SPECIFICALLY TO THE PARKS

- In addition to the previous instructions, users of the parks (including skating rings, soccer and ball fields, etc.) must respect the following prohibitions:
 1. It is prohibited for anyone to enter or leave a park within the Municipality by other entries or exits created for this purpose.
 2. Access to Municipal parks is prohibited between 11:00 p.m. and 7:00 a.m. unless a permit or a written authorization was obtained by the Municipality to that effect.
 3. It is prohibited to be detrimental to employees who are working on any public property or area in any way.
 4. It is prohibited to practice any dangerous or inappropriate games on any public property or area.

5. Anyone who frequents or visits a public property or area in the Municipality and refuses to leave the said premises when ordered by those appointed to supervise and maintain order on the said premises.
6. It is prohibited for anyone to participate directly or indirectly in a fight, a riot, a protest or a disorderly gathering on any public or private premises.
7. It is prohibited for anyone to ride a snowmobile or other types of motor vehicles on private or public property unless a written authorization was given by the Municipality to that effect.
8. It is prohibited for anyone to throw away or dispose of refuse, paper or other garbage on public or private property elsewhere than in boxes or baskets provided for these purposes.
9. It is prohibited for anyone to urinate or defecate on a private property or area other than areas specifically equipped for this purpose.
10. It is prohibited for anyone to shake, cut, brake, remove or damage in any way whatsoever any wall, fence, sign, shelter, seat, streetlight, lawn, tree, shrub, plantation or other plants on private or public property.
11. The Municipality will not be held responsible for stolen, lost or damaged objects on any public or private property within its territory;
12. It is prohibited to throw stones or other projectiles on any public or private property.
13. It is prohibited to undress or to dress anywhere in recreation centers with the exception of areas designed for these purposes.
14. It is prohibited for anyone to stroll around in parking areas or recreation centers.
15. It is prohibited for anyone to light a fire and keep it lit on public property or areas unless a permit or a written authorization was given by the Municipality to that effect.
16. It is prohibited for anyone to use or allow to be used on public property or in a public area, flares, rockets or other pyrotechnics unless a permit or written authorization was given by the Municipality to that effect.

17. It is prohibited to cross or to be within a secure perimeter with appropriate signs (warning tape, gate, etc.) set by an appropriate authority, unless expressly authorized.
18. It is prohibited for anyone on public property or in a public area to scale or climb on a statue, a post, a mast, a pylon, a tower, a wire, a building, a fence or any other assembled material serving as a support, except for specifically equipped children's games.

ADDITIONAL INSTRUCTIONS PERTAINING SPECIFICALLY TO THE SKATING RINKS

- In addition to the previous instructions, users of the skating rinks must respect the following prohibitions:
 1. Wearing a safety helmet equipped with a face and neck protector when playing ice hockey is **MANDATORY**;
 2. Wearing a helmet and protective gloves is **STRONGLY RECOMMENDED** during free skating;
 3. Respecting the rink schedule is essential;
 4. The site is not recommended for children aged 12 and under without supervision;
 5. Beginners using supports to skate on the ice surface must be accompanied by an adult;
 6. Carrying someone in your arms or on your back while skating, as well as being on the ice rink with a sled, is forbidden;
 7. Glass containers are forbidden, as well as consuming drugs or alcohol;
 8. Playing dangerous games, such as chasing, human chain and others are forbidden;
 9. Respecting other skaters, no matter their skill level, is paramount;
 10. Pucks or hockey sticks on the ice surface are forbidden during the hours reserved for free skating;

11. In the event of damage to the ice surface or to the rink boards, immediately inform the Recreation and community life department at the Municipality of Pontiac, by calling 819-455-2401;
12. It is STRICTLY FORBIDDEN to hang out at the site before or after opening hours (9am to 10pm)
13. Bookings from schools or local organizations have priority at all times;
14. The municipality reserves the right to close the ice rink at any given time, without notice;
15. Failure to respect the safety rules could result in an individual's or a group's exclusion from the ice rink;
16. There is no supervision offered at the exterior ice rink. The use of this site for free skating or hockey is at your own risk.

FORMS

Form for booking a community hall

http://www.municipalitepontiac.com/files/7415/1188/0235/Form-Hall_booking.pdf

Form for booking of sports grounds (park, ball field, soccer field, skating rink)

http://www.municipalitepontiac.com/files/4214/9676/3201/Formulaire-Rservation_de_terrain_anglais- rv_meghan.pdf

Form to request the authorization to use fireworks

http://www.municipalitepontiac.com/files/3114/8640/9943/Formulaire_-_permis_feu_dartifice_-_angl.pdf

ENTRY INTO EFFECT

- The current policy replaces all previous policies.
- This policy will come into effect at the time of its adoption by the Municipal Council.

APPENDIX 1 : PRICE SETTING

Daily rate		Luskville Community Centre	Breckenridge Community Centre or Kennedy Centre	Quyón Community Centre	Quyón or Luskville Library
Deposit (applicable to all)		\$100	\$100	\$100	\$100
<ul style="list-style-type: none"> • NPO • Recognized organization • Government Agency 	No sale of alcohol or other fundraising activities	\$0	\$0	\$0	\$0
	Sale of alcohol or fundraising activity	\$200	\$200	\$200	Prohibited
Residents	No sale of alcohol or other fundraising activities	\$200	\$200	\$200	\$100
	Sale of alcohol or fundraising activity	\$300	\$300	\$300	Prohibited
Non-residents	No sale of alcohol or other fundraising activities	\$250	\$250	\$250	\$150
	Sale of alcohol or fundraising activity	\$350	\$350	\$350	Prohibited
Other activities	Course or activity approved by the Municipality open to all residents (with or without registration fee)	\$0	\$0	\$0	\$0
	Reception related to a funeral of a resident	\$0	\$0	\$0	\$0
	Wedding	\$500	\$500	\$500	\$500
Extra fees					
Applicable to all	Sound system and microphone	\$100+ \$200 deposit refundable	\$100+ \$200 deposit refundable	\$100+ \$200 deposit refundable	\$100+ \$200 deposit refundable

(All applicable taxes are included)

		Quyon or Luskville skating rink	Ball field, soccer field, or park
Deposit (applicable to all)		\$100	\$100
<ul style="list-style-type: none"> NPO Recognized organization Government Agency 	No sale of alcohol or other fundraising activities	Free of charge	Free of charge
	Sale of alcohol or fundraising activity	\$200/day	\$200/day
JamFest	No sale of alcohol or other fundraising activities	Free of charge	
	Sale of alcohol or fundraising activity		
Tractor pull	Event rate	\$450	
Residents	No sale of alcohol or other fundraising activities	\$200	\$250
	Sale of alcohol or fundraising activity	\$350	\$450
Non-residents	No sale of alcohol or other fundraising activities	\$250	\$350
	Sale of alcohol or fundraising activity	\$400	\$550

<p>Rate 4h/week/season</p> <p>Daily Rate</p>
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(All applicable taxes are included)