



# **POLICY ON THE RENTAL OF MUNICIPAL FACILITIES**

**June 2020**

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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 pricing 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 (Luskville, Quyon and Women's institutes)
- 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. 101 during regular office hours or 819-861-3550 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 may reserve the hall before the beginning of his activity or event for preparations, at a cost of \$15/hour. The reservation for the preparations must be entered on the reservation form. Note that this condition also applies to organizations.**
- 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 service animal. 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. **(It is possible to reserve two years in advance for weddings only).**

## SPECIFIC RENTAL CONDITIONS

- If the renter doesn't respect the conditions mentioned in the cleaning section(below) additional costs will be charged for the 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
- Proof of the alcohol permit

## RENTER'S RESPONSIBILITY

- The renter is solely responsible for everything that happens for the duration of the rental (breakage, theft, damages, accident, triggering the security alarm without justification, etc.). Any justified fees will be charged in full to the renter.
- **The renter is responsible for filling the application form and assumes the cost of the alcohol permit and for music broadcasting. Alcohol permit: Régie des alcools, des courses et des jeux – reunion permit.**
- 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. Any damage will be charged to the renter.
- The renter agrees to use propane gas **strictly outdoors**.

## CLEANING

- The renter agrees to clean after each event.
  - 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 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 full to the renter or subtracted from his/her deposit.**

## ALCOHOL, TOBACCO AND CANNABIS

- The renter agrees to apply the *Tobacco Control Act*<sup>1</sup> both inside and outside of the rented hall or facility.
- It is forbidden to consume cannabis on municipal land and inside municipal buildings.
- 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*<sup>2</sup>. 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.”

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

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

- The renter agrees to respect the Law<sup>3</sup> and the Regulation respecting liquor permits<sup>4</sup>.
- 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.

## 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 for the rental is required upon signing the contract and is accepted by phone or in person. The renter must pay upon delivery of the reservation form; and if payment is given by cheque, it will immediately be cashed. **Note that the reservation will be added to the reservation calendar only once the form and payment have been received.**
- 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, the municipal Council authorizes the refund of the amount paid.
- See appendix 1 for the price setting.

## DEPOSIT

- The refundable \$200 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 if 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.**

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

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

- 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 and schools may benefit from a gratuitous rental of municipal equipment, under any of the following conditions:
  - Be a recognized organization under the terms of the Municipality of Pontiac's "Policy for the recognition and support to community-based organizations. The organization must be part of the municipality in order to be entitled to the gratuity.
  - Price for organization or association visiting: see Appendix 1 for pricing.
- 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* and be part of the municipality.
- 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 one week before the reservation date, otherwise the deposit will not be refunded.
- 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 rinks, soccer and ball fields, etc.) must respect the following prohibitions:
  1. 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.
  2. It is prohibited to be detrimental to employees who are working on any public property or area in any way.
  3. It is prohibited to practice any dangerous or inappropriate games on any public property or area.
  4. 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, commits an infraction.
  5. 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.
  6. It is prohibited for anyone to throw away or dispose of refuse, paper or other garbage on municipal grounds elsewhere than in boxes or baskets provided for these purposes.
  7. It is prohibited for anyone to urinate or defecate on municipal grounds other than areas specifically equipped for this purpose.

8. The Municipality will not be held responsible for stolen, lost or damaged objects on any public or private property within its territory.
9. It is prohibited to throw stones or other projectiles on any public or private property.
10. It is prohibited to undress or to dress anywhere in recreation centers, with the exception of areas designed for these purposes.
11. It is prohibited for anyone to light a fire or keep a fire lit on public property or areas unless a permit or a written authorization was given by the Municipality to that effect.
12. 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.

### **ADDITIONAL INSTRUCTIONS PERTAINING SPECIFICALLY TO THE SKATING RINKS**

- In addition to the previous instructions, users of the skating rinks must respect the following:
  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 rinks. The use of these sites for free skating or hockey are at your own risk.

## FORMS

Form for booking a community hall

<https://municipalitepontiac.com/wp-content/uploads/2021/06/F-LVC-001-Formulaire-de-reservation-de-salle-ajout-clauses-COVID-Angl.pdf>

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

<https://municipalitepontiac.com/wp-content/uploads/2021/06/F-LVC-002-Formulaire-de-reservation-de-TERRAINS-ajout-clauses-COVID-Angl-rev.pdf>

Form to request the authorization to use fireworks

<https://municipalitepontiac.com/wp-content/uploads/2021/06/F-SI-001-Authorization-for-open-fires.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 (applicable taxes are included)**

Daily rate		Luskville Community Centre	Quyón Women's institute	Quyón Community Centre	Quyón or Luskville Library
Deposit (applicable to all)		\$200	\$200	\$200	\$200
<ul style="list-style-type: none"> <li>• NPO (within the municipality)</li> <li>• Recognized organization from the municipality</li> <li>• Schools</li> </ul>	Including sale of alcohol or fundraising activity	\$0	\$0	\$0	\$0
<ul style="list-style-type: none"> <li>• OBNL (visitor)</li> <li>• Organization (visitor)</li> </ul>	Including sale of alcohol or fundraising activity	\$300	\$300	\$400	Prohibited
Residents	Including sale of alcohol or fundraising activity	\$300	\$200	\$400	Prohibited
Non-residents	Including sale of alcohol or fundraising activity	\$350	\$250	\$450	Prohibited
Other activities	Course or activity approved by the Municipality open to all residents (no registration fee and no sale alcohol)	\$0	\$0	\$0	\$0
	Reception related to a funeral of a resident	\$0	\$0	\$0	Prohibited
	Wedding	\$400 +\$50 for setting up (placing chairs and tables)	\$300	\$550 / \$600 +\$50 for setting up (placing chairs and tables)	Prohibited
<b>Extra fees</b>					
Applicable to all	Fee for setting up the hall (day before the event)	\$15 / hr.	\$15 / hr.	\$15 / hr.	\$15 /hr.

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

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