



POLICY CONCERNING THE RENTAL OF MUNICIPAL FACILITIES

PREAMBLE

The Municipality of Pontiac makes its municipal halls and facilities available to public or private organizations and citizens who wish to hold meetings, gatherings, training, courses or activities.

In addition, the halls or facilities are also available for family gatherings, social gatherings or parties of any kinds.

OBJECTIVES

To define the criteria for admissibility and free use, the responsibility of the renter, the rental conditions, the pricing parameters and the guidelines for renting, considering the purpose of the halls and the facilities.

To ensure the sustainability of the assets, to ensure equity among taxpayers and to improve the maintenance of the facilities by applying a "user-pay" policy.

SCOPE OF APPLICATION

This policy applies to all of the following municipal facilities:

- Community centres (Luskville and Quyon and Quyon Women's Institute)
- Libraries (Luskville and Quyon)
- Ice rinks;
- Baseball and soccer fields

ELIGIBILITY CRITERIA

No public or private organization or individual may hold an illegal event in a municipal hall or facility. In addition, to rent a municipal hall or infrastructure, the renter must not have an outstanding account related to a previous rental.

1. RENTAL PRIORITIES

In accordance with the following order of priorities, the Municipality reserves the right to place an event as needed:

1. Emergency measures;
2. The needs of the Municipality of Pontiac (e.g. municipal council meetings, public consultation, etc.);
3. Ceremonies and memorials related to the death of a resident;



4. Any other renter.

2. RENTAL CONDITIONS

- The tenant must be at least 18 years old;
- The rental time must not exceed 3 a.m.;
- The renter agrees to fill out the form in case of breakage, theft, damage, loss or accident.

To report a breakage, damage or a problem that requires immediate intervention, contact the Public Works Department at 819-455-2401 ext. 163, during office hours, or 613-664-446 on evenings and weekends.

The renter is responsible for maintaining good order both inside and outside the hall or the facility during his rental.

The renter does not have access to the reserved place outside the reserved period. The renter is required to check the premises before the event.

No animals are allowed inside the rented hall or infrastructure except guide dogs. If the event related with the rental requires the presence of animals, an authorization from the Municipality will be required.

The Municipality does not take reservations more than 12 months prior to an event in order to avoid one individual or group monopolizing a municipal infrastructure year after year. (It is possible to reserve two years in advance for weddings only).

3. SPECIFIC RENTAL PROVISIONS

If the renter does not comply with the conditions mentioned in the cleaning section (below), an additional fee will be charged for cleaning service.

For certain events open to a large audience, the Municipality may require:

- A safety plan
- A site layout plan
- Proof of insurance
- Proof of alcohol permit

4. RENTER'S RESPONSIBILITIES

The renter is solely responsible for anything that happens during the rental period (breakage, theft, damage, accident, unjustified activation of the protection alarm, etc.). All unjustified costs incurred will be charged to the renter in full.



The renter is responsible for applying for and paying for the liquor license and for the music. For an application for a liquor license, see the *Régie des alcools, des courses et des jeux - permis de réunion website*.

The renter agrees to use the hall or infrastructure only for the purposes authorized in this contract.

The renter agrees not to sublet, lend or transfer his rental to another person.

The renter agrees to use only the rented room or facility. If the renter does not comply with this clause, the full rental fee (for the room or infrastructure not rented) will be charged.

The renter undertakes to respect the rental hours. Any hour after the rental period (if there is another activity scheduled after the rental period) will be billed at \$30.00 per hour, even if the hour is not completed.

The renter agrees to keep the access to the hall or the infrastructure free of any obstacle as well as the emergency exits so as not to hinder the evacuation of people in case of emergency.

The renter agrees not to install anything on the firefighting equipment and control panels.

The renter agrees to choose decorations ensuring that they are made of non-combustible materials. For example, candles, hay bales, straw bales, confetti of any kind and resinous products are not allowed.

FURTHERMORE, NO PYROTECHNICAL PARTS ARE PERMITTED, as well as smoke machines, without the authorization of the Director of the Fire Department.

The renter agrees to use only sticky tacks as an adhesive to install his decorations. Tacks, nails, screws and tape of any kind are not permitted. Damages will be charged to the renter.

The renter agrees to use propane gas **outdoor only**.

5. CLEANING

Renter agrees to clean up after each event.

Renter shall replace chairs and tables, wash tables, remove decorations and other equipment belonging to renter, empty garbage and recycling into the bins provided outside and dry mop.

All of these tasks must be completed within the rental period unless otherwise agreed upon with the Municipality.



Any unfinished or unsatisfactory cleaning will be done by the Municipality at a cost of \$30.00 per hour and billed in full to the renter or deducted from the deposit.

6. ALCOHOL, TOBACCO AND CANNABIS

The renter agrees to enforce the Tobacco Control Act¹ both inside and outside the rented hall or facility.

It is forbidden to consume cannabis inside or outside the Municipality's properties.

The renter undertakes obtaining a meeting permit to sell or serve alcoholic beverages at a family, social, cultural, educational or sporting nature event, from the *Régie des alcools des courses et des jeux*². This application must be made at least 15 days before the date of the event.

As stated in section 22 of the Liquor Licence Regulation: "A natural person may only apply for a reunion permit to sell for a family event if he or she has an immediate interest in the event and is a relative or associate of the person for whom the event is to be held, and if the price charged for the alcoholic beverage is solely to cover the costs of the event.

The renter agrees to comply with the Act³ and the Regulation respecting liquor permits⁴.

In the event of non-compliance, in addition to the penalties provided for by Quebec and Canadian legislation, the renter and/or the group for which the space has been reserved will be deprived of the right to reserve a municipal space for 12 months from the date of the infraction.

7. PAYMENT

- Any renter, who wants to benefit from the resident rental rate, must provide a valid proof of residence, be responsible for the rental and pay the rental fee.
- Payment for the rental can be made by cash, check, debit or credit card.
- Payment for the rental is due at the same time as the contract is signed.

The renter must make payment immediately upon receipt of the form and if the rental is paid by check, it will be cashed immediately. Please note that the reservation will be added to the reservation calendar only after the form and payment have been received.

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>



- In the event of a double reservation, or any other reservation error, Council authorizes the refund of the amount paid.

(See Appendix 1 for rates.)

8. DEPOSIT

A refundable security deposit of \$200 is required for all rentals. The deposit, payable by check, will be cashed and another check will be issued to the renter if the facility is returned in good condition.

In the event of a lost key, a fee at the current cost per key may also be deducted from the deposit.

9. RENTAL AT NO CHARGE

Organizations, associations or corporations may benefit from free rental of municipal facilities under one of the following conditions:

- Be a recognized organization under the Municipality of Pontiac's Policy for the Recognition and Support of Community Organizations. The organization or school must be part of the Municipality to be eligible for free admission;
- Visiting organization or association fee: See Appendix 1 for the fee schedule;
- Be a non-profit legal entity, also known as a non-profit organization (NPO) or a non-profit organization (NPO) registered with the *Registraire des entreprises du Québec* and part of the Municipality;

The Municipality will grant a right to limit the extent of this privilege based on traffic and availability to ensure equitable access to all.

10. RENTAL CANCELLATION

The renter who wishes to cancel his rental, must notify the Municipality one week before the date of the event or the deposit will not be refunded. (Unless circumstances beyond control).

In the event of cancellation, regardless of the reason, a total refund will be provided, less a fee of 15% of the total rental.

The lessor has a maximum of 30 days to issue the refund.



Any rental agreement may be suspended or revoked without prejudice if emergency measures apply or if any circumstance renders the facility or infrastructure inoperative. In the event of such measures, the rental fee will be refunded in full.

11. LIABILITY INSURANCE (excluding non-profit organizations)

The renter is aware of the risks inherent in holding a public event. He acknowledges having seen the rented facilities and releases the Municipality from any responsibility related to breakage, theft, damage, loss, accident.

The Municipality MAY require a copy of a proof of insurance for the renter. Usually, this clause is included in the home insurance contract.

Events open to the public (not private) will be required to provide proof of adequate liability insurance.

The renter must insure the property owned and stored. The Municipality will not be responsible for any damage that may be caused to such property.

12. ADDITIONAL PARK-SPECIFIC GUIDELINES

In addition to the above guidelines, users of parks (including skating rinks, soccer fields, ball fields, etc.) shall observe the following prohibitions:

1. Access to the Municipality's parks is prohibited between the hours of 11:00 p.m. and 7:00 a.m. unless you have a permit or written authorization from the Municipality for this purpose.
2. No person shall interfere in any way with the work of employees engaged in work in any public place or public property.
3. No person shall engage in any dangerous game or inappropriate amusement in any public place or on public property.
4. It is an offence for any person who, while frequenting or visiting any public place or public property of the Municipality, refuses to leave the said place when ordered to do so by the people assigned to the supervision and maintenance of order of such place.
5. No person shall ride a snowmobile or other motorized vehicle in any public place or on public property unless authorized in writing by the Municipality.
6. No person shall throw or dispose of any garbage, paper or other refuse other than in the boxes or baskets provided for that purpose in any public place or public property.



7. No person shall urinate or defecate in any public place or on public property other than in the areas specifically provided for that purpose.
8. The Municipality shall not be responsible for any item stolen, lost or damaged in any public place or public property within its territory.
9. Throwing rocks or other projectiles into any public place or public property is prohibited.
10. No person shall disrobe or undress in any area of the recreation center except in areas constructed for that purpose.
11. No person shall light or keep lit any fire in any public place or on public property unless he has obtained a permit or written authorization from the Municipality to do so.
12. No person shall use or permit to be used, in a public place or on public property, any flare, torpedo or other pyrotechnic devices unless he has obtained a permit or written authorization from the Municipality to do so.

13. ADDITIONAL GUIDELINES SPECIFIC TO ICE RINKS

In addition to the above guidelines, users of the rinks shall observe the following prohibitions:

1. It is **MANDATORY** to wear a helmet with a face protector and neck guard when playing ice hockey;
2. Helmets and protective gloves are **STRONGLY RECOMMENDED** for free skating;
3. It is essential to respect the rink's schedule;
4. The site is not recommended for unsupervised children 12 years of age and under;
5. Beginners using props to skate on the ice surface must be accompanied by an adult;
6. It is forbidden to skate with someone on your back or in your arms, or to be on the ice with a sled (except for parents with babies in sleds);
7. As with glass containers, the use of drugs or alcohol is prohibited;
8. Practising dangerous games such as chasing, chains and others is prohibited;
9. Respect for other users, regardless of their skill level, is paramount;
10. It is forbidden to bring pucks or field hockey sticks on the ice during the hours reserved for free skating;
11. In case of damage to the ice surface or rink boards, immediately notify the Pontiac Recreation and Community Life Department at 819-455-2401;
12. It is **STRICTLY PROHIBITED** to visit the site outside of opening hours (9a.m. to 10p.m.);



13. Reservations from schools and organizations have priority at all times;
14. The Municipality reserves the right to close the rink at any time without notice;
15. Any breach of the safety rules may result in an individual or collective exclusion from the rink;
16. No supervision is provided for the outdoor rink. The practice of free skating or ice hockey activities on this site is at your own risk.

14. **FORMS**

Community Centre reservation form : <https://municipalitepontiac.com/en/reservation-dun-centre-communautaire/>

Field reservation form (park, ball field, soccer field, skating rink): <https://municipalitepontiac.com/wp-content/uploads/2022/03/F-LVC-002-Reservation-de-TERRAINS-21-mars-2022-angl.pdf>

Application for authorization – fireworks: <https://municipalitepontiac.com/wp-content/uploads/2022/04/F-SI-003-Feux-dartifice-avril-2022-angl.pdf>

15. **COMING INTO FORCE**

This policy replaces the previous facility rental policies.

This policy is effective upon adoption by Municipal Council.

Daily fee		Luskville Community Centre	Women’s Institute Quyon	Quyon Community Centre	Quyon and Luskville library
Deposit (for all)		\$200	\$200	\$200	\$200
- Municipal Non profit organizations - Municipal organizations - Municipale schools	Including alcohol sales and other fundraising	\$0	\$0	\$0	\$0
Municipal daycares	Parent/child activities	\$75	\$75	\$75	\$50
- Visitor non profit organizations - Visitor Organization	Including alcohol sales and other fundraising	\$300	\$300	\$300	\$100 alcohol not permitted



Residents	Including alcohol sales and other fundraising	\$150	\$50	\$200	\$50 alcohol not permitted
Non-residents	Including alcohol sales and other fundraising	\$300	\$100	\$400	\$75 alcohol not permitted
Other activities	Course or activity approved by the Municipality, open to all residents (without registration and alcohol sales)	\$0	\$0	\$0	\$0
	Funeral receptions for resident or family of resident	\$0	\$0	\$0	Not permitted
	Wedding receptions	\$400 (non residents) \$350 (residents)	\$100 (non residents) \$50 (residents)	\$400 (Non residents) \$350 (residents)	Not Permitted
		Luskville or Quyon skating rinks		Baseball or soccer fields or parc	
Deposit (Except for non-profit organization)		\$200		\$200	
-Non profit organizations - Local organizations recognized by the Municipality of Pontiac -Government organizations	Without alcohol sales or other fundraising	Free		Free	
	With alcohol sales and/or other fundraising				
Residents	Without alcohol sales or other fundraising	\$50		\$50	
	With alcohol sales and/or other fundraising	\$75		\$75	
Non-residents	Without alcohol sales or other fundraising	\$150		\$150	
	With alcohol sales and/or other fundraising	\$175		\$175	