



Riverside School Board

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1.0 Definitions

1.1. Lessor

The School Board or an establishment operating in its name.

1.2. Lessee

The person or organization to which a rental has been granted.

~~1.3. Volunteer organization~~

~~A group or organization whose group members and executives are volunteers. (Scouts, AA, a choir, etc.)~~

~~1.4. Non-profit organization~~

~~A community organization officially incorporated by law. It must present a copy of the document certifying its existence when submitting a rental application.~~

~~1.5. For-profit organization~~

~~All corporations whose main objective is to make profit from its usual activities.~~

~~1.6. Complementary activities~~

~~Social, cultural, civic, athletic and humanitarian activities made available to students (in the youth or adult sectors) for the purpose of improving their training.~~

1.7. ~~Memorandum of understanding (MOU)~~ Rental agreement

Agreement concerning the use of the facilities, which sets out the objectives, obligations and responsibilities of the parties, namely the School Board and any other organization.

1.8. Rental cost rate

~~The amounts collected to cover the operating rate, service rate, administrative expenses and the contribution that is invoiced to the lessee.~~ Amounts collected from the lessee to cover operating costs, service fees, administrative fees, as well as any applicable adjustments.

- ~~Operating rate~~ Operating costs

Expenses that concern the average rate of lighting, heating, air conditioning and the physical maintenance of buildings and equipment.

- Service fees rate

Expenses generated by the rental of facilities ~~premises~~ that entail the opening and closing of doors and, when necessary, the preparation of a room, supervision, maintenance and the services of a technician needed to operate certain equipment.

- Administrative fees expenses

Average rate of all expenses involved in the issuance and management of a rental agreement permit, such as governing board, school administration, secretary, Human Resources, Financial Resources, and Material Resources

departments.

- Applicable Adjustment

The amount payable may be increased or reduced in accordance with the criteria defined in the Application Guide for the Rental of Facilities, indicated below:

Rental Fee Increase

- 50% additional fees if the organization charges for the activity (e.g., show, fundraising event).
- No increase for municipal rentals.

Rental Fee Reduction

- No reduction for municipalities.
- 25% reduction for nonprofit organizations (verify legal status via NEQ).
- 25% reduction for for-profit organizations if at least 50% of participants are current or former Riverside students.
- Reductions cannot be combined.
- Free of charge for volunteer, non-profit youth organizations (e.g., Scouts). An annual administration fees will be charged (100\$).

~~1.9. Contribution~~

~~The amount negotiated between the lessee and the school administration over the operating rate, service rate and administrative expenses.~~

~~1.10. Riverside community~~

~~For the application of this Policy, the Riverside community is composed of our students, staff members, retirees and taxpayers. Furthermore, in the spirit of promoting the vitality of the English culture on our territory, an activity held in English will be considered "for our community".~~

~~1.11. Rental process (Appendix 1)~~

~~The document outlines the rental procedure in regards to the administrative aspects, the different rates associated with a rental and the duties of all stakeholders. The documents may be updated and reviewed annually by the Council of Commissioners. Please see official version on Riverside School Board's website.~~

2.0 Objectives

- 2.1. To ~~promote~~ support the staging of educational, cultural, community, athletic, recreational and social activities by making it easier for the School Board to manage and organizations in the area to access the facilities.
- 2.2. To allow for maximum and rational use of the facilities and develop closer relations with the community.

2.3. To establish administrative oversight in the management of the rental of ~~premises~~ **facilities** ~~effectively~~ and clarify the role of each stakeholder.

~~2.4. To meet the needs of local interests by making facilities and specific school equipment available to them without creating additional expenses to the School Board.~~

~~2.5. To ensure the uniformity in the application of rentals.~~

3.0 Roles and Responsibilities *(took form the appendices)*

3.1 Council of Commissioners

- a) Adopts the Policy on the Rental of Facilities and, if necessary, the proposed amendments.
- b) Approves rentals exceeding one (1) year submitted by the school/**~~center~~ **centre** **administration in accordance with the Education Act.**
- c) Adopts all **rental** agreements between the School Board and municipalities

3.2 The Governing Board

- ~~a) Adopts rules, terms and conditions pertaining to the rental of premises in its school.~~
- ~~b) Adopts the contribution charged for the rental of premises in the establishment.~~
- c) ~~Adopts~~ Approves the **use** rental of ~~premises~~ **facilities** ~~made available to the school as~~ proposed by the school or ~~center~~ **centre** administrators for a term of less than one (1) year.
- ~~d) Collaborates with the school or center administrator in the application of a Policy on the Rental of Facilities.~~
- ~~e) Approves rentals of a year or less and recommends rentals of more than a year~~
- f) Ensures that rental agreements are not granted to organizations, businesses, or individuals whose values, objectives, or activities are incompatible with those of the school board.**

3.3 School and ~~Center~~ **Centre Administrator or the person responsible for rentals**

- a. Manages the terms of application of the Policy on the Rental of Facilities in the school.
- b. Submits rental project proposals to the governing board**
- c. Determines the sanitary maintenance or supervision services (provided either by the school/centre or the lessee) that may be required during rentals and ensures their implementation**
- d. Collects from the lessee the information required for the rental**
- e. Inform the Material Resources Department to activate the necessary services (air conditioning, heating, etc.) for the rental**
- f. Completes the documents required for payment by the lessee and forwards them to the Financial Resources Department and the Human Resources Department**
- ~~g. Authorizes use of school equipment.~~
- ~~h. Ensures compliance with the Policy.~~

- ~~i.—Applies the terms of application of the Policy on the Rental of Facilities in the school.~~
- ~~j.—Keeps a log of premises rentals and forwards it to Human Resources.~~
- ~~k.—Keeps an up-to-date schedule of the dates and times when premises are used for the school's complementary activities and rentals.~~
- ~~l.—Ensures that lessees are compliant with all aspects of the Policy.~~
- ~~m.—Informs the lessee of security regulations to be respected.~~
- ~~n.—Determines the parameters required to ensure adequate supervision of activities.~~
- ~~o.—Completes the Rental Permit Form (Appendix 2).~~

- ~~p.—Ensures coordination with:
 - ~~i.—Caretaker~~
 - ~~ii.—Lessee~~
 - ~~iii.—Human Resources (caretaker, union, etc.)~~
 - ~~iv.—Finance (billing, receivable, etc.)~~
 - ~~v.—Material Resources (heating, cooling, etc.)~~~~
- ~~q.—Sends a copy of the rental Permit to Finance and Material Resources departments.~~
- ~~r.—Ensures the presence of a caretaker in accordance with the collective agreement.~~
- ~~s.—Gives the keys to the school and the alarm system code to the caretaker selected.~~
- ~~t.—Informs the employee concerned of the details of the rental permit.~~
- ~~u.—Notes that the lessee is the only correspondent for any aspect or inquiries prior, during or after the rental.~~
- ~~v.—Collects accounts receivable from the lessee.~~
- ~~w.—Deposits the money received in a financial institution.~~
- ~~x.—Complies with the budget items determined by the Human Resources Department.~~
- ~~y.—Completes the salary report of the caretaker and other employees, if necessary, and sends it to the Human Resources Department.~~
- ~~z.—Ensures that the report is compiled and that payment is made to SOGAN or other organisations, when applicable.~~

4.0 Caretaker

4.1. Prior to the start of the activity:

- ~~4.1.1.—Removes snow at the entrances and the exits (if necessary).~~
- ~~4.1.2.—Opens exterior doors.~~
- ~~4.1.3.—Disarms the alarm system.~~
- ~~4.1.4.—Opens doors and turn on lights inside.~~
- ~~4.1.5.—Checks the washrooms.~~



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~~4.2. When the activity is over:~~

- ~~4.2.1. Checks the premises and ensure no one is left in the school.~~
- ~~4.2.2. Does a quick clean-up of the premises.~~
- ~~4.2.3. Takes out the garbage, as required.~~
- ~~4.2.4. Closes interior doors and turns out the lights.~~
- ~~4.2.5. Arms the alarm system.~~
- ~~4.2.6. Closes and locks the exterior doors.~~
- ~~4.2.7. Informs the school and center administrator if any theft or breakage occurred.~~
- ~~4.2.8. Confirms with the school and center administrator the actual time the premises were used.~~

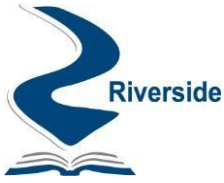
3.4 School Board

The Office of the Director General

- a) Ensures compliance with this policy and any other applicable policies by all stakeholders.
- b) Advises school/~~center~~ **centre** administrators on the application of this policy and on any disputes related to the policy.
- a) As of April 1, of each year, revises the administration fees.

Material Resources Department

- a) As of April 1 of each year, revises, by school, the average operating costs per square meter related to lighting, heating, air conditioning, and the physical maintenance of buildings and equipment.
- b) Ensures that school floor plans are up to date.
- ~~c) Develops a Policy on the Rental of Facilities in cooperation with the school and center administrators and the Resources Allocation Committee.~~
- ~~d) Has the Policy approved by the Council of Commissioners.~~
- ~~e) Submits the Policy changes to be approved to the Council of Commissioners.~~
- ~~f) Develops agreements between the School Board and the municipalities and submits them for approval to the Council of Commissioners.~~
- ~~g) Advises the school and center administrator with respect to the application of the Policy.~~
- ~~h) Advises and assists management on all policy-related disputes.~~
- ~~i) Reviews the operating and service rate each year.~~



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Human Resources Department

- a) As of April 1 of each year, revises the hourly rates for all personnel involved in the rental of facilities.
- b) ~~informs the school and center administrator on a yearly basis of the hourly rates of all staff involved in room rentals.~~
- c) Ensures compliance with collective agreements and local arrangements.
- d) ~~Checks the form regarding the hours worked by personnel that school and centre administrators submit.~~
- e) ~~Forwards all relevant documents to the Financial Resources Department for payment.~~
- f) ~~Pays personnel salaries.~~
- g) ~~Provides advice to the school and center administrator.~~

Finance Department

- a) ~~Develops an effective administrative procedure and ensures follow-up.~~
- b) ~~Determines the budget items the school and center administrator must use.~~
- c) ~~Makes budget transfers of operating rate.~~
- d) ~~Provides advice to the school and center administrator.~~
- e) Issues and sends invoices to the lessee according to the rental agreement and school and ~~center~~ centre administrator's directives.
- f) Maintains an annual record of revenues related to the rental of school/ ~~center~~ centre facilities.

3.5 The Lessee

Facilities and Equipment Used

- a) The lessee is prohibited from using facilities and equipments other than those ~~areas indicated~~ specified in the Rental Agreement on ~~the rental permit~~.
- b) The lessee must comply with the maximum occupancy capacity of the rented facilities.
- c) Before posting, attaching, or affixing materials or other equipment to walls, floors, or ceilings on a temporary basis, the lessee must obtain authorization from the institution's administration. Any additional installation or modification to the building is prohibited.
- d) Gymnasiums in which floors have special floor coverings intended for physical education, must be used solely for appropriate athletic activities and users must wear appropriate shoes. ~~Drinking and eating in the gymnasium is prohibited at all times.~~



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- e) The handling and/or use of the lessor's specialized materials or equipment may only be carried out by the lessor's designated personnel, at the lessee's expense.
- f) The lessee is fully responsible for any damage to the furniture, equipment and building. The lessor reserves the right to claim expenses for damage caused to the property as a result of a rental.

Rental Period

- a) ~~The rental period begins at the time the lessee requests that the doors be opened and ends at the time indicated in the contract.~~ The rental period begins at the time indicated in the Rental Agreement and ends at the time specified in the Rental Agreement.
- b) ~~actual use exceeds the number of hours stipulated in the contract the lessee shall pay an extra fee prorated to the additional time used.~~ If the actual use exceeds the number of hours stipulated in the agreement, the renter shall pay an additional fee prorated to the extra time used, rounded up to the next full hour beyond the original end time.

Other Obligations of the Lessee

- a) Lessees shall abide by all federal, provincial, municipal and any other acts and regulations/by-laws pertaining to their activities and obtain from the appropriate authorities concerned all necessary permits in connection with relating to the rental. They shall reimburse the lessor for any damage or disbursement arising from their failure to do so.
 - I. Under the *Copyright Act of Canada*, a lessee who uses or communicates to the public a copyrighted musical work that is part of SOCAN's repertoire is legally required to obtain a license appropriate to the activity.
 - II. If authorized by the lessor, the lessee shall contact the Régie des alcools, des courses et des jeux du Québec to obtain a permit,
 - a) in the event of the sale or consumption of alcoholic beverages ~~wishing to sell or serve alcoholic beverages on School Board premises which shall be posted in public view during the activity. Failure to do so will compel the lessor to prohibit any alcohol consumption on the leased premises. All alcohol permits are subject to the lessor's approval.~~
 - b) where the activity includes a bingo, raffle, casino night, or any other similar activity

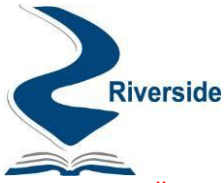


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- b) Lessees must comply with the Tobacco Act and the Cannabis Act which state that smoking and vaping in the facilities and on the grounds of the School Board is prohibited.
- c) The lessee will comply with all applicable health and safety legislation, regulations, as well as RSB Directives Guidelines Procedures and Statements. The lessee must, at all times, provide adequate supervision and use the facilities for which they were intended.
- d) The sale, distribution or consumption of snacks or beverages must be approved by the lessor at the time of signing the agreement.
- e) The lessee must obtain authorization from the lessor or the cafeteria operator for the use of cafeteria equipment, where applicable.
- f) The lessee shall not, at any time, hold the lessor liable, whether collectively or individually, for any loss of or damage to property, clothing, personal effects, or belongings of any person present on the premises.
~~1) The lessee assumes all risks, including those related to civil liability, and accepts responsibility for any loss or damage suffered by the lessee or by the lessee's guests, clients, employees, or representatives. The lessee shall hold harmless and release the lessor from any liability arising from the lessee's use of the facilities. Consequently,~~ the lessee agrees to indemnify the lessor in the event of any legal action or claim relating to bodily injuries or damage to property belonging to the lessor or to a third party that may result from the fault, negligence, or omission of the lessee, or of any of the lessee's guests, clients, or employees, and agrees to assume the defense in the event of any action or dispute against the lessor.

~~12.0 Rates~~ 4.0 Rental Cost

- ~~12.1. The rental rate~~ rental cost includes ~~the operating rate,~~ operating costs, service and administrative fees and any adjustments where applicable ~~if service rate, administrative expenses and the contribution that is invoiced to the lessee. Subject to paragraphs 12.2 and 12.3,~~ the minimum rental rate rental cost that includes ~~operations~~ operating cost and service fees ~~maintenance, repairs and renovations of the premises,~~ cannot be waived and must be charged for all rentals. ~~The rental rates are reviewed and approved by the Council of Commissioners annually.~~
- 12.2 The ~~financial follow-up and~~ surplus, if any, will be managed as per the Policy on Allocation of Resources.
- ~~12.2. Any use of the premises, for activities or meetings organized by School Board personnel to improve student life at the schools and centres or to meet an administrative requirement, is free and a rental permit need not be issued.~~
- ~~12.3. Any use of the premises by the Riverside community or the CLC offering activities needed by the school, is free, but a permit will need to be issued.~~
- ~~12.4. Any organisation that provides a complementary activity, where at least 50% of the participants are Riverside community, will be considered as a School Board activity and the administrative expenses~~



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~~as well as the contribution are not charged and a permit will need to be issued.~~

~~12.5. For a non-profit organization, the minimum operating rate can be waived by the Governing Board for a rental value of up to \$3,000 per year. If the service rate is also waived, it will be assumed by the school. For a rental value exceeding \$3,000, the Council of Commissioners' approval is needed. A permit will need to be issued.~~

~~12.6. The MOU normally governs the rental by the municipalities.~~

3.0 General Principles

~~3.1.—Organizations, companies and individuals, whose values, objectives and activities are incompatible with those pursued by the School Board, shall not be permitted rental access. (relocated)~~

~~3.2.—The School Board shall rent out its facilities in a spirit of collaboration.~~

~~3.3.—School or centre administrators are responsible for the application of this Policy. (relocated)~~

~~3.4.—The Governing Board must approve the rentals proposed by the school administration. (relocated)~~

~~3.5.—The Governing Board is responsible for applying the Policy for all rentals of less than one year. (relocated)~~

~~3.6.—In accordance with Article 93 of the Education Act, all rental agreements of more than one year must be authorized by the School Board's Council of Commissioners. (relocated)~~

~~3.7.—The financial follow-up and surplus, if any, will be managed as per the Policy on Allocation of Resources. (relocated)~~

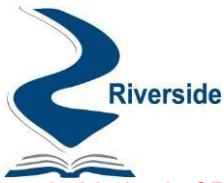
4.1—Order of Priority for Assigning Premises (Schools and Centres)

- ~~•—The school or centre (for all after-school or complementary educational activities)~~
- ~~•—The other schools or centres of the School Board (for educational, after-school and complementary activities)~~
- ~~•—School Board departments~~
- ~~•—Community learning centres~~
- ~~•—Professional associations, unions and School Board personnel~~
- ~~•—Municipalities~~
- ~~•—Volunteer organizations in the area~~
- ~~•—Non-profit organizations~~
- ~~•—For-profit organizations, promoters and individuals~~

5.0—General Provisions

5.1. Reservations

~~5.1.1.—Reservations shall normally be made in advance with the person designated by the lessor, in writing, at least ten (10) working days before the activity is held.~~



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5.2. Method of Payment

~~5.2.1. Rental charges are payable in full, no later than five (5) working days prior to the activity or when the permit is issued. If the rental extends over several weeks, other arrangements may be negotiated.~~

5.3. Duration of the Rental (relocated)

~~5.3.1. The rental period begins at the time the lessee requests that the doors be opened and ends at the time indicated in the contract.~~

~~5.3.2. If actual use exceeds the number of hours stipulated in the contract, the lessee shall pay an extra fee prorated to the additional time used.~~

5.4. Use of Premises

~~5.4.1. The lessee is prohibited from using premises other than those areas indicated on the rental permit.~~ (relocated)

~~5.4.2. The lessee shall honour the use and vocation of the premises as described in the contract.~~

~~5.4.3. The lessee shall obtain authorization in writing from the lessor prior to posting or attaching material and other equipment, temporarily and in a way that does not cause damage to the walls, floors and ceilings.~~ (relocated)

~~5.4.4. The lessee must obtain authorization in writing from the lessor before connecting additional equipment or making any changes to the building.~~ (relocated)

~~5.4.5. Gymnasiums, in which floors have special floor coverings intended for physical education, must be used solely for appropriate athletic activities and users must wear appropriate shoes. Drinking and eating in the gymnasium is prohibited at all times.~~ (relocated)

5.5. Equipment

~~5.5.1. Heavy equipment may be made available to groups using the establishment's facilities (nets, goals, mats, etc.) based on conditions defined by the lessor at the time of reservation.~~

~~5.5.2. The lessee must provide any equipment the lessee requires which is not available on the premises of the establishment after approval by the lessor.~~

~~5.5.3. A school administration can approve to store lessee equipment or material required by the activity. The lessee does so at its own risk and cannot hold the lessor responsible for any damages or loss to his equipment.~~

5.6. Cafeteria (relocated)

~~5.6.1. In cases where a concession holder manages the kitchen, any use of this equipment must be authorized specifically by the latter. The concession holder may request to be present at the activity, at the lessee's expense.~~



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5.7. ~~Laws and By-laws~~ (relocated)

~~5.7.1. Lessees shall abide by all federal, provincial, municipal and any other acts and regulations/by-laws pertaining to their activities and obtain from the authorities concerned all necessary permits relating to the rental. They shall reimburse the lessor for any damage or disbursement arising from their failure to do so.~~

~~5.7.2. Lessees must comply with the Tobacco Act. Smoking in the premises and on the grounds of the School Board is prohibited.~~

~~5.7.3. Lessees wishing to sell or serve alcoholic beverages on School Board premises shall approach the Régie des alcools, des courses et des jeux du Québec to obtain a permit, which shall be posted in public view during the activity. Failure to do so will compel the lessor to prohibit any alcohol consumption on the leased premises. All alcohol permits are subject to the lessor's approval.~~

~~5.7.4. Lessees wishing to organize a bingo, draw, casino fundraiser or other activity of a similar nature on School Board premises shall approach the Régie des alcools, des courses et des jeux du Québec to obtain a permit, which shall be posted in public view during the activity. All game permits are subject to the lessor's approval.~~

~~5.7.5. Lessees wishing to perform, in whole or in part, one or several works of the SOCAN repertoire must inform the lessor so that the latter can obtain a licence for the activity. Consequently, the lessor shall invoice the lessee for the expense of doing so and make the prescribed remittances.~~

6.0 ~~Supervision~~ (relocated/modified)

~~6.1. Lessees using school premises shall assume full responsibility for the supervision of the activities and the equipment. They must provide supervision deemed adequate by the lessor. Failing to provide the required supervision, the activity could be cancelled by the lessor.~~

5.0 Cancellation

~~7.1. The lessor reserves the right to cancel the rental for any reason it deems sufficient merely by serving notice to this effect in writing to the lessee at least ten (10) working days prior to the date the cancellation is to take effect. Such notice is not required if the lessor determines that such action is attributable to a *force majeure*. The lessee may claim only the amount it paid as rental expenses for the period it was unable to use the facilities premises or to come to an agreement to use other premises either in the same school or in the next closest school.~~

7.2. Conversely, a lessee cancelling a rental must advise the lessor in writing at least ten (10) working days before the activity is to be held. Failure to do so shall require the lessee to pay the rate associated



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with the rental as if the activity had taken place.

7.3. Furthermore, if the person responsible for the activity is not present at the leased facilities premises thirty (30) minutes after the time specified on the rental agreement permit, the lessor may cancel the rental, in which case the lessee shall pay the rental-related rate as if the activity had taken place.

6.0 Authority to Evict

~~8.1. When the lessor deems that an activity taking place in its premises is not compliant with the applicable standards laws and regulations/by laws, it shall take action to bring the activity in question to an end. The lessee may in no case claim compensation. Moreover, any such decision is final and may not be appealed.~~

a) 8.1. When the lessor deems that an activity taking place in its facilities is not compliant with applicable legislation, regulations, municipal by-laws as well as RSB Directives Guidelines Procedures and Statements, the lessor may terminate the activity. Such a decision on the part of the lessor is final and cannot be appealed. The lessee, in such a case, may not and will not be compensated for this cancellation.

9.0 Subletting

~~9.1. Lessees shall not sublet any premises reserved for them under any circumstances. If the lessor is justified in believing that its premises have been sublet, it shall unilaterally suspend all rentals made to the lessee concerned.~~

~~9.2. This subletting clause does not apply to municipalities that have a MOU with the School Board to offer services to volunteer organizations or non-profit organizations that are recognized by the municipalities.~~

10.0 Responsibilities (relocated/modified)

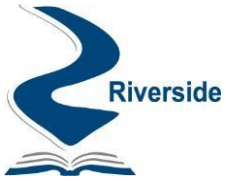
~~10.1. The lessee is fully responsible for any damage to the furniture, equipment and building. The lessor reserves the right to claim expenses for damage caused to the property as a result of a rental.~~

~~10.2. The lessee shall assume all risks, including civil liability and property damage risks.~~

~~10.3. The lessee must assume responsibility for any damage it or third parties cause to the property further to, because or during the course of the rental.~~

~~10.4. The lessee must release the lessor and its representatives of all liability they might incur as a result of damage further to, because or during the course of the rental. Damages include personal and property damage.~~

~~10.5. In particular, the lessee must release the School Board, the establishment and its representatives of all liability the latter might incur as a result of damage caused by the furniture, accidents occurring on the sidewalks or in stairways leading to the premises, loss or theft of items whether or not they are the subject of a deposit, etc.~~



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~~10.6. The lessee agrees to indemnify the lessor and its representatives for all disbursements the latter would be legally bound to make due to damage sustained by third parties.~~

~~11.0 Insurance~~ (relocated)

~~11.1. Each individual, organization or group of persons, whose activity is not organized by the School Board (or one of its establishments) or by a municipality and that wishes to rent the premises, must contract or possess a general civil liability insurance policy.~~