

Policy Name:	Policy on the Rental of Facilities
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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. 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.

1.4. Rental cost

Amounts collected from the lessee to cover operating costs, service fees, administrative fees, as well as any applicable adjustments.

- Operating costs

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

- Service fees

Expenses generated by the rental of facilities 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.



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- Administrative fees

Average rate of all expenses involved in the issuance and management of a rental agreement, 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 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\$).

2.0 Objectives

- 2.1. To 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 facilities and clarify the role of each stakeholder.

3.0 Roles and Responsibilities

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/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) Approves the rental of facilities proposed by the school or centre administrators for a term of less than one (1) year.
- b) 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 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.

3.4 The 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/centre administrators on the application of this policy and on any disputes related to the policy.
- c) 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.

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) Ensures compliance with collective agreements and local arrangements.



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Finance Department

- a) Issues and sends invoices to the lessee according to the rental agreement and school and centre administrator's directives.
- b) Maintains an annual record of revenues related to the rental of school/centre facilities.

3.5 The Lessee

Facilities and Equipment Used

- a) The lessee is prohibited from using facilities and equipment other than those specified in the Rental Agreement on.
- 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.
- 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 indicated in the Rental Agreement and ends at the time specified in the Rental Agreement.
- b) If the actual use exceeds the number of hours stipulated in the agreement, the renter shall pay an additional fee 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 all necessary permits in connection with 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.



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- b) where the activity includes a bingo, raffle, casino night, or any other similar activity.
- c) 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.
- d) 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.
- e) The sale, distribution or consumption of snacks or beverages must be approved by the lessor at the time of signing the agreement.
- f) The lessee must obtain authorization from the lessor or the cafeteria operator for the use of cafeteria equipment, where applicable.
- g) 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.
- h) 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.
- i) The lessee shall provide proof of liability insurance of a minimum of \$2,000,000.

4.0 Rental Cost

- 4.1 The rental cost includes operating costs, service and administrative fees and any adjustments where applicable. The minimum rental cost that includes operating cost and service fees cannot be waived and must be charged for all rentals, except for volunteer, non-profit youth organizations.
- 4.2 The surplus, if any, will be managed as per the Policy on Allocation of Resources.

5.0 Cancellation

- 5.1 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.
- 5.2 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 with the rental as if the activity had taken place.
- 5.3 Furthermore, if the person responsible for the activity is not present at the leased facilities thirty (30) minutes after the time specified on the rental agreement, 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

- 6.1. 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



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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.