



COMMISSION SCOLAIRE SIR-WILFRID-LAURIER
SIR WILFRID LAURIER SCHOOL BOARD

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| Policy no. 2006-MR-02 | Principles & Regulations Governing the Rental & Use of School Facilities |
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| Approved: | Resolution no. | CC060927-MR-0018 |
| Revised: | Resolution no. | CC-090623-MR-0148 |
| Origin: | Material Resources | |

The Sir Wilfrid Laurier School Board, (hereinafter called The School Board) encourages community organizations to use its school buildings outside of school hours during the year for cultural, educational or recreational purposes, subject to the principles and regulations set out herein. The School Board may permit profit-making organizations to have the use of its schools at the discretion of the Executive Committee and subject to particular principles and regulations which may be required for each occasion. The School Board retains the right to refuse and limit the use of school premises at its discretion and to further regulate the days and hours when the facilities may be available. The School Board retains the right to use the facilities it requires for the conduct of board business, and this at no charge.

In accordance with Section 93 of the Education Act, rental requests must first be submitted to the principal and subsequently approved by the Governing Board. Any agreement entered into by the Governing Board for the use of the premises or immovables placed at the disposal of the school requires prior authorization from the School Board if the term of the agreement exceeds one year.

The Director of Material Resources is responsible for the administration of this policy.

PRINCIPLES AND REGULATIONS

1.0 Rental of Space

The Sir Wilfrid Laurier School Board rental contract specifies the areas which are rented. Exceptions in regard to equipment are noted. It is understood that office areas or equipment areas not specified in the contract are out of bounds: Rental hours specified in the contract must be observed fully.

Only when written authorization from either the School Board or the school's governing board has been issued and received by all parties will groups have access to school facilities.

2.0 Political Groups

Municipal, Provincial and Federal political groups may be granted the use of premises for rallies in the schools only by prior resolution of the School Board.

3.0 Public Dances

Dances are restricted to school or community-sponsored activities.

4.0 Alcoholic Beverages

Alcoholic beverages will be sold or served only by prior resolution of the Executive Committee of the School Board. It will be the responsibility of the applicant to obtain authorization from the School Board, to obtain liquor permits, and to comply with all government regulations in this regard. The School Board retains the right to inspect such permits prior to the holding of the event.

5.0 Smoking

Smoking is prohibited in all areas of the building and school grounds.

6.0 Gambling

Organizations wishing to use a building to conduct a game of chance, including bingo, must state such intention and must produce the required permit from the Régie des Alcools, des courses et des jeux to the School Board prior to holding the event. (Refer to www.racj.gouv.qc.ca).

7.0 Supervision

The members of any organization using a school building must be supervised by a competent and trustworthy adult who will be personally responsible for insuring that the School Board requirements are respected. The supervision ratio will be approved by the school administration and Governing Board. Supplemental fees may be charged to ensure adequate supervision.

8.0 Damage and Injury

Under no circumstances will the School Board be liable for any injury incurred by any participant or spectator or for any loss of or any damage to property, clothing or personal effects of anyone enjoying the privileges granted.

The members of any organization using a school building must take full responsibility for and bear all costs related to:

- a) damage to School Board property
- b) injury to group members or to the public
- c) payment of any and all government taxes

The School Board retains the right to demand that groups provide public liability and property damage insurance for their members and the public.

9.0 Use of Gym Floors

Groups are strictly forbidden to use materials or equipment which may alter or damage floor surfaces, especially wooden surfaces. Specifically, members of organizations using the gymnasium for physical education activities must wear gymnasium footwear, running shoes, ballet shoes or other approved and clean footwear. As well, no food or drink shall be permitted at any time in the gym area, unless previously approved in the contract.

10.0 Furniture and Equipment

Requests for the use of any School Board equipment, such as public address systems, lighting, etc., will be subject to previous approval in the contract. No equipment is to be used unless specified in the rental agreement and additional charges may apply and will be determined by the school administration and the Governing Board.

11.0 Access to Activities

a) Participants

Only those taking part in the activities specified in the contract may be admitted to the designated areas as specified in the contract.

b) Spectators

Spectators shall not be admitted except by special, prior arrangements with the school administration.

c) Protocols with Municipalities

Where a protocol has been signed with a municipality with regard to the use of facilities belonging to the School Board, requests for rental of said facilities must be referred to the school, in order to verify the conformity to the protocol.

12.0 Emergency Clearance of School Buildings

It is the responsibility of groups or organizations using the school building to acquaint themselves with and follow the emergency clearance procedures as directed by the caretaker.

13.0 Rental Application & Contract

All applications for the rental of facilities must be made on the official form. The forms are available at all schools (see appendix I).

The Principal shall establish the category of the organization for the appropriate rental rate. If requested by the school, Material Resources will determine the number of employees required for security and cleaning purposes. Upon final approval from the school administration and the Governing Board, the applicant will be given the approved application form which will become the binding contract.

14.0 Deposit

At the discretion of the school administration, applications for use or rental of facilities will be subject to a minimum deposit. With regard to the rental of an auditorium, a minimum deposit of \$250.00 is required. When gym equipment is to be rented, a minimum deposit of \$100.00 is required. This deposit will be returned immediately should the application not be accepted or at the termination of the contract, upon request, provided that there are no charges for any damage or any rental charges outstanding against the organization.

15.0 Admission and Taxes

When an admission is to be charged, the applicant must provide proof in advance that all requirements for the collection of amusement taxes, both provincial and/or municipal, have been complied with or that the planned event is not subject to amusement taxes. (Refer to Ministère du Revenu www.revenu.gouv.qc.ca). The proof provided will be attached to the contract.

16.0 Payment of Rental

- a) Short-term rentals - Rental fees for facilities contracted for short periods or one-time events must be paid at least forty-eight (48) hours prior to the event. The cheque or money order must be payable to the Sir Wilfrid Laurier School Board and must indicate the contract number. It will be the responsibility of the Principal to ensure that payment has been made.
- b) Long-term rentals - Rentals are due and payable as per arrangements made by the school Administration in the contract. Cheques or money orders shall be made payable to the Sir Wilfrid Laurier School Board.

17.0 Cancellations

On days when schools are closed due to inclement weather or other contingencies, the evening activity may be cancelled. The School Board is not responsible for any damages due to such cancellations or due to any modifications to the rental agreement as a result of such cancellations. School closures are normally announced on the radio between 6 a.m. and 9 a.m.

18.0 Summer Rentals

The basic policy above as well as the following will be applicable:

- a) Facilities may not be made available when a major renovation and/or repair is underway.
- b) Normally, only the gymnasium and/or lunchroom areas will be made available. Classrooms would be made available only when the organization involved guarantees full-time adult supervision in each classroom to be used.

19.0 Special Circumstances

Groups requiring special conditions or services not prescribed in this policy must submit their request in advance to the School.

- a) Activities under category A (see item # 20 below)

These activities shall be considered as regular school activities when they take place during regular hours (i.e. when a caretaker is already on duty) and no payment is made to the caretaking personnel (the regular tasks have to be reorganized and prioritized). When these activities take place outside regular hours, a caretaker has to be hired, as per the collective agreement.

- b) Activities under categories B and C (see item # 20 below)

As per collective agreement, a caretaker has to be on site for those specific activities

20.0 Categories of Applicants

a) Group A

The type A activities are those organized by a school in their own building such as: Governing Board, PPO, Home and School, sector meetings, parent general assemblies etc. This category also includes after-school activities involving Sir Wilfrid Laurier students, holding profit-oriented or fund raising events in their own school or in Sir Wilfrid Laurier schools other than their own.

Free rental fee does not mean that the School Board will provide extra caretaking time. Each activity must be self-financed.

b) Group B

In order to qualify, the renting group must be organized, led, instructed or supervised by persons acting without payment or remuneration. Any such organization may be required to provide a written list of executive officers or directors to the school with the application. Up to ten (10) business days may be required to conduct the investigations necessary to establish eligibility.

Type B Activities are contingent upon whether or not these regular or special events are profit oriented or involve fund raising.

This category also encompasses events that might be considered beneficial to Sir Wilfrid Laurier and the community at large and would be classified as follows: Groups holding a non-profit event to the benefit of our region or a profit-making event of cultural benefit to the community. Also, recognized groups include: Cubs, Brownies, Guides, Boy Scouts, United Synagogue Youth, Beavers, Air and Sea Cadets, and the Red Cross. Each activity must be self-financed and cover caretaking and energy costs.

c) Group C

This category generally includes profit-making activities involving the public at large, i.e., films, plays and concerts, political organizations, private daycare, aerobics, etc. Each activity must be self-financed and cover caretaking and energy costs.

21.0 Rates per Hour

See Appendix I for rates (section Fee Structure guideline 2006-2007)

As per the collective agreement, the minimum time period for caretaking costs for non-school days shall be four (4) hours. The minimum time period for school days on an hourly basis is two (2) hours.

22.0 Use of School Board Premises for Union Purposes

Union meetings for Sir Wilfrid Laurier School Board employees may be held in the schools without charge during regular building hours (subject to availability).

23.0 Revenue

All revenues are to be deposited in a specific school rental account set by Finance department. All revenues must compensate at minimum the caretaking expenses.

The Governing Board will annually approve the spending of the revenues as part of the school budget.

24.0 Amendments

The School Board reserves the right to amend the regulations at any time.

SWLSB Buildings – Rental Contract - APPENDIX I – ANNEXE I

| |
|-----------------------------------------------------------|
| INVOICE / CONTRACT # FACTURE / CONTRAT # |
|-----------------------------------------------------------|

Submit a minimum of **30 working days** prior to date required – Please PRINT clearly
 À soumettre au moins **30 jours ouvrables** avant la date demandée – Écrire en MAJUSCULES

| 1. APPLICATION FOR RENTAL/DEMANDE DE LOCATION | | |
|-----------------------------------------------|----------------------------------------------|---------------------------------|
| School requested | | École demandée |
| List of all facilities required | | Liste de tous les locaux requis |
| Activity | | Activité |
| Anticipated no. of participants | | Nombre de participants prévu |
| Age of participants | _____ 0-12 _____ 13-20 _____ 20-65 _____ 65+ | Âge des participants |
| Number of supervisors | | Nombre de surveillants |
| Day(s) required | | Journée(s) requise(s) |
| Hours of use | | Heures d'utilisation |
| Starting & ending date(s) | | Date(s) : Début et fin |
| Activity with / without alcohol | | Activité avec/sans alcool |

| 2. APPLICANT / REQUÉRANT | | |
|--------------------------|--|-----------------------|
| Organization | | Organisme |
| Representative | | Représentant |
| Address | | Adresse |
| City and Postal Code | | Ville et code postal |
| Office phone | | Téléphone au bureau |
| Home phone | | Téléphone au domicile |
| Fax | | Télécopieur |
| Email address | | Adresse électronique |

| 3. CHARGES / FRAIS | | |
|-------------------------------------------|--|----|
| a) Rooms / Locaux | | \$ |
| b) Caretaking / Concierge | | \$ |
| c) Equipment / Équipement | | \$ |
| d) Supervision / Supervision | | \$ |
| e) Copyright applicable / Droits d'auteur | | \$ |
| Subtotal / Sous-total | | \$ |
| (142446376) GST/TPS | | \$ |
| (1021330155) PST/TVQ | | \$ |
| TOTAL | | \$ |
| Minus deposit / Moins acompte | | \$ |
| AMOUNT DUE / MONTANT D'U | | \$ |

PAYMENT TERMS OF THE AMOUNT DUE (check the appropriate box)
MODALITÉS DE PAIEMENT DU MONTANT D'U (cocher la case appropriée)

| | | |
|--------------------------|------------------------------------------|------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Short term rental / Location court terme | Forty-eight (48) hours before the rental / Quarante-huit (48) heures avant la location |
| <input type="checkbox"/> | Long term rental / Location long terme | First (1 st) day of the month / Première (1 ^{ère}) journée du mois |

Should this application be approved, I accept, as a representative of the organization above, to adhere to the rules and regulations stipulated on the reverse side of this form. / Suivant l'approbation de la présente demande, je m'engage, au nom de l'organisme que je représente, à respecter les règlements apparaissant au verso.

| | |
|--------------------|---------------|
| SIGNATURE : | DATE : |
|--------------------|---------------|

4. FOR OFFICE USE ONLY / À L'USAGE EXCLUSIF DU BUREAU

| | |
|--------------------------------------------------------------------|--|
| Principal's Approval Approbation de la direction d'école | |
| Governing Board Approval Approbation du conseil d'établissement | |

5. ACCEPTANCE OF CONTRACT / ACCEPTATION DU CONTRAT

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I hereby accept the conditions and rate of this proposal and have thoroughly read the present contract including instructions on the back of this proposal. This agreement becomes the contract upon its signature. | Je déclare avoir pris connaissance du présent contrat, des règles et règlements apparaissant au verso et j'accepte les conditions et les taux qui y sont stipulés. Je reconnais qu'une fois signé, ce document fera office de contrat. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|--------------------|---------------|
| SIGNATURE : | DATE : |
|--------------------|---------------|



| RULES AND REGULATIONS | RÈGLEMENTS |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Spaces are allocated on a first come/first served basis. | 1. Les locaux sont alloués selon la règle du premier arrivé, premier servi. |
| 2. Any time or date changes must be requested in writing and submitted for approval from school administration. The Lessee is obliged to adhere to the agreed time of occupation and not to exceed the specified rental time without permission from the school. | 2. Toute demande de modification d'horaire doit être présentée par écrit et soumise à l'approbation de la direction de l'école. Le locataire doit respecter la durée de location et ne pas dépasser le temps alloué sans une autorisation de l'école. |
| 3. Requests for cancellation must be submitted to the school at least ten (10) working days in advance, otherwise the Lessee shall be liable for the agreed rental. | 3. Les demandes d'annulation doivent être faites au moins dix (10) jours ouvrables avant la location, faute de quoi le locataire est tenu de respecter les stipulations du contrat. |
| 4. The Caretaker's service is to provide supervision of the school's property and facilities only, the opening and closing of doors and ensuring that the rental facilities are in appropriate condition. The school accepts no obligation to provide equipment other than that available on the premises. The time for setting up any equipment, tables, chairs, nets, etc., plus any cleaning that is required as a result of the Lessee's occupation or any other service will be performed by the school's caretaking staff and will be charged to the Lessee. | 4. Le rôle du concierge consiste uniquement à superviser les locaux et l'équipement de l'école, à ouvrir et à fermer les portes, et à s'assurer que les installations louées sont en bonne condition. L'école n'a pas l'obligation de fournir de l'équipement qui n'est pas déjà sur les lieux. Le temps nécessaire à l'installation de tables, de chaises, de filets, etc., tout nettoyage découlant de l'occupation des lieux par le locataire ou tout autre service requis du personnel d'entretien de l'école sera facturé au locataire. |
| 5. The Caretaker, being responsible for the school's property, shall be in charge and his/her instructions are to be followed in case of emergency or unforeseen circumstances, in order to ensure safe evacuation of any occupants from the building. | 5. Le concierge agit à titre de responsable des locaux. En cas d'urgence ou de circonstances imprévues, ses directives doivent être suivies de façon à assurer l'évacuation des personnes présentes en toute sécurité. |
| 6. The school will not be liable for damage to persons or property nor for the loss of any property resulting from the exercise of the rights granted to the Lessee under this permit. The Lessee must be covered by their own liability insurance. | 6. L'école ne peut être tenue responsable des dommages corporels ou matériels, ni de la perte d'objets personnels résultant de l'exercice des droits consentis au locataire par ce contrat. Les locataires doivent être couverts par leur propre police d'assurance responsabilité civile. |
| 7. The Lessee shall not alter the premises or equipment of the school. Any request for alteration or change to the leased premises is subject to the written approval of the Principal and the Director of Material Resources Services. | 7. Le locataire ne peut modifier d'aucune façon l'équipement ou les locaux de l'école. Toute demande de modification doit être approuvée par écrit par la direction de l'école et le directeur du Service des ressources matérielles. |
| 8. The Lessee will reimburse the school for any damages to the building or equipment resulting from the exercise of the rights granted under this contract, normal wear and tear excepted. | 8. Le locataire s'engage à rembourser l'école pour tout dommage ou toute détérioration au bâtiment ou à l'équipement, autre que l'usure normale, résultant de l'exercice des droits qui lui sont consentis aux présentes. |
| 9. The serving of alcoholic beverages is restricted to School Board policy. | 9. Le service de boissons alcoolisées est assujéti à la politique de la commission scolaire. |
| 10. The premises may not be available to any Lessee during the school holidays, vacations, Caretakers' workshops, etc. | 10. Il est possible que les locaux ne soient pas disponibles lors des congés scolaires, des vacances, des ateliers du personnel d'entretien, etc. |
| 11. The school reserves the right to cancel any part of this Agreement if it becomes necessary to use the premises for educational events. At least a five (5) working day advance notice will be given to the Lessee. Any credit due, following any such cancellation shall be issued to the Lessee at the end of the contract. | 11. L'école se réserve le droit d'annuler le contrat en tout ou en partie si les locaux doivent être utilisés à des fins éducatives. Le cas échéant, un préavis d'au moins cinq (5) jours est donné au locataire. Tout crédit découlant de l'annulation est versé au locataire à l'expiration du contrat. |
| 12. It is expected that the Lessee will make use of the school's facilities so as not to cause damage or abuse to the premises, equipment or fixtures; not to make undue or disturbing noise nor cause any disturbance. The Lessee will have on hand at all times, a representative on the rented premises who will be responsible for the good behavior of its own members. Furthermore, the Lessee will obey the school's rules with respect to "no smoking" on the premises, the wearing of appropriate footwear in the gymnasium, etc., as may be required by house rules as well as all policies and procedures of the school. | 12. Le locataire doit utiliser l'équipement de l'école de manière à ne pas causer de dommage aux locaux, aux installations et à l'équipement; à ne pas faire de bruits indus et à ne pas déranger. Un représentant du locataire doit être présent en tout temps pour s'assurer que les membres de son groupe se conduisent convenablement. De plus, le locataire s'engage à respecter l'interdiction de fumer, l'obligation de porter des chaussures appropriées dans les gymnases, ainsi que tout autre règlement de l'école ou stipulé dans les politiques et procédures de la commission scolaire. |
| 13. The school may cancel this rental contract if the Lessee or any member thereof is misusing the premises or facilities or behaving in any detrimental way towards the school's policy as described in this rental contract. | 13. L'école se réserve le droit d'annuler le contrat sans préavis si le locataire ou l'un de ses membres utilise les lieux ou l'équipement de façon inappropriée ou enfreint les règlements décrits aux présentes. |
| 14. The Lessee shall, in case of unsatisfactory conditions of the school's services or premises, inform the school in writing. | 14. Si le locataire n'est pas satisfait des services rendus ou des conditions des lieux ou de l'équipement, il en informe la direction de l'école par écrit. |
| 15. Lessees are responsible for ensuring room capacities are not exceeded. | 15. Le locataire voit à ce que la capacité d'accueil ne soit pas dépassée. |
| 16. Pyrotechnics and /or smoke shows are not permitted. | 16. Les spectacles de pyrotechnie et/ou de fumée sont interdits. |

| COPYRIGHT CHARGES - The Law Requires Payment for Copyright | DROITS D'AUTEUR - La loi exige le paiement des droits d'auteur |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Music with dance: \$57.55 per event Music without dance: \$28.75 per event Popular concert : With charge : 3.0% of ticket sales No charge: 3.0% of artist's pay (min. \$20.00) Classical concert: With charge: 1.56% of ticket sales No charge: 1.56% of artist's pay (min. \$20.00) Comedian: \$35.00 per event | Musique avec danse : 57,55 \$ par événement Musique sans danse : 28,75 \$ par événement Concert ou spectacle de musique populaire : Payant : 3,0 % des recettes brutes au guichet Gratuit : 3,0 % des cachets versés aux artistes (min. 20,00\$) Concert ou spectacle de musique classique : Payant : 1,56 % des recettes brutes au guichet Gratuit : 1,56 % des cachets versés aux artistes (min. 20,00 \$) Humoriste : 35,00 \$ par événement |

| FEE STRUCTURE GUIDELINE - HOURLY RATES / STRUCTURE DES FRAIS - TAUX HORAIRE | | | |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------|----------|
| ROOM / LOCAL | TYPE OF ACTIVITIES / TYPE D'ACTIVITÉS | | |
| | A | B | C |
| Regular classroom / Salle de classe ordinaire | Ø | \$20.00 | \$25.00 |
| Gym / Gymnase | | | |
| Single or equivalent / simple ou équivalent | Ø | \$40.00 | \$60.00 |
| Double | Ø | \$60.00 | \$100.00 |
| Cafeteria, Auditorium / Cafétéria, auditorium | Ø | \$70.00 | \$110.00 |
| ADMINISTRATIVE FEES TO BE ADDED BY CARETAKER ON DUTY: FRAIS ADMINISTRATIFS À AJOUTER PAR LE CONCIERGE EN SERVICE : | | | |
| Outside regular hours, Saturdays and statutory holidays / En dehors des heures normales, le samedi et les jours fériés | \$30.00 | \$40.00 | \$40.00 |
| Sundays / Dimanche | \$40.00 | \$50.00 | \$50.00 |