

## **CITY OF POINTE-CLAIRE - ROOM RESERVATION POLICY**

Department: Culture, Sports, Leisure and Community Development

Council Resolution No: 2019-682

### **SECTION 1: INTRODUCTION**

The City of Pointe-Claire, herewith named “the City”, permits the use of some of its municipal facilities for different activities.

The individuals who reserve the municipal installations must abide by the following policy as well as any other specific regulations that are stipulated on the rental contracts. Reservation or rental for city spaces or equipment is not permitted for groups or individuals who would offer an activity that competes with City activities or programs or with any other organization supported by the City and who would/could exercise a similar mandate or in the same field of activity.

The rental rates are included in the tariffs document, which are approved by Pointe-Claire’s city council on a regular basis. Rates are subject to change.

### **SECTION 2: ELIGIBLE TENANTS**

Only the following groups are eligible to rent space at “the City”:

- 2.1 Non-profit organizations or community support
- 2.2 Pointe-Claire “resident or serving” community groups
- 2.3 Citizens of Pointe-Claire
- 2.4 Pointe-Claire “resident or related” private corporations or companies
- 2.5 Governments, municipalities, institutions and public serving networks

For eligible tenants referred to in point 2.5, no rental fees apply when the activity is an initiative or is organized by the City, or is an activity for which the City is a partner. Such requests must be approved by the Director-General.

According to availability and if there is not conflict with any possible needs from the above-mentioned categories, as per the tariff document, rental space may also be attributed to non-recurrent non-resident requests.

### **SECTION 3: RESERVATION REGULATIONS**

- 3.1 Priority will be given to the needs of “the City’s” departments, city programming as well as recurrent agreements with the individuals mentioned in paragraphs 2.1 and 2.2. All other rental requests will be taken into consideration on a first-come, first-served basis.

- 3.2 The lessee who signs the contract must be an adult (at least 18 years of age). The lessee is responsible for the rental and for the payment. The rental cannot be transferred or be subleased.
- 3.3 Subject to an authorization for a late departure, all activities must cease by midnight, as stipulated in the contract. The volume of music and noise levels must be kept to a minimum as of 11 p.m. and no music or noise shall be heard outside a building or room where an activity is taking place. The departure from the premises must be conducted calmly. The lessee must respect "the City's" by-law concerning nuisances (PC-1495) at all times.
- 3.4 "The City" reserves the right to refuse a lessee for the following reasons subject to a previous rental:
  - a. If there is an outstanding invoice
  - b. If a fob or key is not returned on time
  - c. If damages have been sustained
  - d. If the contract has been violated
  - e. "The City's" by-law concerning nuisances (PC-1495) were not adequately respected.
- 3.5 Entrance fees to public activities and events are strictly forbidden, unless duly authorized by the City. An application request form for such special authorization may be obtained from the City.
- 3.6 In compliance with "the City" tariff by-law, additional fees will be charged for any extra time of occupancy.
- 3.7 Religious or political ceremonies and/or related events are not permitted on a municipal property or in the premises, or facilities of the City.
- 3.8 No animal is permitted in city buildings unless it is an official service animal or part of special activities organized or authorized by the City.
- 3.9 The City reserves the right to decide which type of activity will be permitted in each of its buildings in line with its bylaws and regulations and the vocation of each facility, while respecting its limits.
- 3.10 Commercial activities and sales are not allowed on City premises unless specifically authorized by the City. An application request form for the authorization of such special activities may be obtained from the City.
- 3.11 The on-site presence of a janitor (City employee) can be required by the City for certain buildings. If required, a janitorial fee will be applicable to the room rental fee, unless already included in the original fee.
- 3.12 The use of or installation, by the lessee, of any type of tent, shelter, inflatable structure or game is prohibited inside a facility or in a park unless specifically authorized by the city's Public Security or by the Montreal Fire department (SIM), where applicable. An application request form for the authorization of such special activities may be obtained from the City.

## SECTION 4: RESPONSABILITIES AND OBLIGATIONS OF THE LESSEE

- 4.1 The lessee must ensure that the facility is in the same condition as it was received. Guests may not change or interfere with any part of the equipment, buildings or grounds. Acts of vandalism or any other kind of damage will not be tolerated, and the lessee will be held liable by “the City”.
- 4.2 All waste is to be disposed of properly, and recycling and composting are mandatory.
- 4.3 Bylaw PC-2888 prohibits consumption of cannabis and/or any derived product, and alcoholic beverages, inside and outside of all city buildings, and also on all outdoor spaces, parks and sport grounds. However, the sale or service of alcoholic beverages may be authorized if the lessee with the agreement of the City, previously and duly obtained the appropriate alcohol permit from the *Régie des alcools, des courses et des jeux*. The permit must be sent to the city at least 48 hours prior to the event and must be visible in the facility at all times during the rental.
- 4.4 The lessee is responsible for familiarizing themselves with emergency communications and evacuation procedures.
- 4.5 Emergency exits must not be obstructed by chairs, tables and bulky items. A clearance of 3.05 m (10 ft) facing said exits must be respected. Decorations installed by the lessee must be fire resistant and must not interfere with emergency exits, access to other rooms of the buildings, sprinkler system or any other security items.
- 4.6 The lessee is responsible for the good conduct of all participants, as well as the staff he will hire to host an event, including the caterer. Maximum capacity of the space must always be respected.
- 4.7 In case of an event or activity grouping minors, the lessee must at all times have adult representatives (over 18 years) present on the premises, with a ratio of 1 adult for 10 minors. However this ratio may vary according to the age, the site or any special needs related to the participants in the activity.
- 4.8 The lessee will have to repay the lessor for any and all damages (other than normal wear and tear) caused to the premises and will have to compensate the City for any and all claims of any nature whatsoever for loss of property, damages, or injury to persons or property, or from the direct or indirect use of said space or arising for any reason or cause whatsoever during the term of this rental contract.
- 4.9 At all times the lessee must respect and/or apply all laws and bylaws issued by any public authority (municipal, provincial or federal). “The City’s by-laws are available on [www: pointe-claire.ca](http://www.pointe-claire.ca). The lessee must also recognize and accept that City employees or appropriate authorities may enforce these regulations.
- 4.10 Municipal buildings are smoke-free and it is strictly forbidden to smoke in the building or on surrounding patios or outside spaces. Furthermore, a minimal distance of 9 m (29.5 ft), from all municipal building entrances must be respected by any smoker at all

times. The lessee will be fined by "the City" for all violations of the city's smoking by-law by anyone present or attending the activity or event.

- 4.11 The lessee acknowledges and agrees that the City shall not be held responsible for failure to fulfill lessor's obligations, if such failure arises from any strike, walkout, riot, act of public authority (federal, provincial, or municipal), or for any reason or cause whatsoever beyond the immediate and direct control of the City. Whenever possible, the City will offer another possible location to the lessee.
- 4.12 Non-profit organizations, institutions and private or public corporations must possess a liability insurance certificate of a minimum of 2 million dollars covering all the activity forming the subject of the rental agreement.
- 4.13 All rental requests must be submitted in writing.
- 4.14 The use of push-pins, staples, duct tape and nails on any walls or furniture other than those specifically designated for such use are forbidden. If the presence of a janitor is not required in the reserved facility, the lessee must set up and take down tables and chairs.
- 4.15 The lessee must properly dispose of all garbage, close all windows, shut lights and lock all doors before leaving the premises.
- 4.16 Unless specifically authorized by "the City", the use of confetti, sequins, soap bubbles, rice, etc. are forbidden inside and/or outside any city facility. Furthermore, extra cleaning charges could also be charged if the City deems that the premises was left excessively dirty.

## **SECTION 5: FEES, PENALTIES AND INCLUSIONS**

- 5.1 A 25% non-refundable deposit is required to reserve facilities or equipment. The final fee may vary depending on the nature of the event. The invoice shall be sent to the lessee and payment is requested upon reception of the invoice. Extra fees could be charged if any terms of the rental contract were not respected.
- 5.2 Any remaining fee balance must be fully paid 30 days prior to the event. The related invoice will be sent to the lessee and payment is due upon reception of the invoice.
- 5.3 The full amount of the rental will be refunded if the original applicant gives to the City a cancellation notice in writing and within 21 days prior to the event.
- 5.4 A change of date requested in writing within 10 days of the event may be possible depending on availability. However, a 25% rescheduling fee will be added to the final invoice.
- 5.5 A \$35 administrative fee will be payable for any non-sufficient-funds (NSF) check.
- 5.6 If available, tables and chairs will be provided with the rental.
- 5.7 Rental fees will also apply for any other type of equipment, (subject to availability) and this, according to the facility rented. An additional security deposit could be required depending on the type of equipment rented.

## **SECTION 6: RIGHTS OF THE CITY OF POINTE-CLAIRE**

- 6.1 “The City” has the right to terminate the contract, without any prior notice and without any reimbursement to the user, if the user does not abide by all conditions outlined in the contract and this policy. In such a case, the user waives all recourse against “the City”.
- 6.2 Furthermore, “the City” reserves the right to cancel at any time any rental agreement. However and whenever possible, the City will offer another possible location to the lessee.
- 6.3 The organizer of the activity and/or the tenant of any City’s equipment and/or installations must recognize that they have taken the necessary time to read and understand their rental agreement and all applicable rules, including the opportunity to ask any useful questions in order to fully comprehend everything it entails.
- 6.4 This policy is deemed to be an integral part of any lease agreement for municipal facilities.