

<b>EASTERN TOWNSHIPS SCHOOL BOARD</b>	<i>Title:</i> <b>RENTAL POLICY</b>	
<i>Source:</i> <b>Education Act Council of Commissioners Director of Finance</b>	<i>Adopted:</i> <b>ETSB01-01-55 2001-01-23 Effective as of 2001-01-23</b>	<i>Reference Number:</i> <p style="text-align: center;"><b>P015</b></p>

**PREAMBLE**

The Eastern Townships School Board endorses the concept of the utilization of its facilities for the common good of the community. Given the nature of the School Board, utilization that directly or indirectly benefits the recipients of educational services offered by the School Board is a mandatory priority. For this reason, the School Board may enter into agreements to exchange, or in other ways, share facilities on a pre-arranged basis with other school boards, organizations and municipalities when the School Board deems it in the best interest of the educational system as a whole, provided it respects the rights of the governing boards, as prescribed by the *Education Act*. More specifically, the School Board will respect the right of a Governing Board to approve the use of the premises, subject to the restrictions prescribed in Section 93 of the *Education Act*.

In respecting this general principle, the School Board endorses the utilization of remaining facilities by board-based community organizations when such utilization enhances, in order of priority, the opportunities of its own clientèle, taxpayers and the general community.

The following policy is intended to outline the specific guidelines that will promote the orderly utilization of space available while ensuring a respect for the priorities the School Board has established and a means of recovery of some of the costs incurred by the utilization of its facilities.

**1. DEFINITIONS**

**1.1 Board**  
 Eastern Townships School Board

**1.2 Lessee**  
 The person or organization in favour of which the use of a facility is allowed in return for rent.

### **1.3 Principal**

The administrator of the school includes centre director.

### **1.4 Long-term rental**

Leasing of space for a duration of one year and more where the lessee has exclusive use of the space being rented.

### **1.5 Short-term rental**

All other rentals.

### **1.6 Recurring short-term rental**

Short-term rental of space for repeated periods of time spanning over a month.

## **2. GENERAL PRINCIPLES**

- 2.1 The Board favours its schools and its students when leasing premises.
- 2.2 Organizations with an educational mission will have priority over other lessees.
- 2.3 Existing rentals and long-term rentals will have priority over short-term rentals.

## **3. RESPONSIBILITIES**

- 3.1 The lessee shall ensure that the premises will be left in the same condition in which they were found.
- 3.2 The lessee must respect municipal regulations concerning the maximum number of persons who are at the same time in a specific facility.
- 3.3 The lessee has the obligation to obtain sufficient insurance coverage concerning civil responsibility and damages to moveables or immovable of the Board or of the school.
- 3.4 When an amusement tax, or any other tax, is required by a municipal regulation, the lessee has the entire responsibility of collecting and paying said tax to the city or municipality.
- 3.5 The lessee may not sublet the facility he is renting from the Board.
- 3.6 If the Board has reason to believe that its facilities are being sublet, it can unilaterally and immediately suspend any rental agreement with the concerned lessee until the situation has been clarified.

#### **4. LONG-TERM RENTALS**

- 4.1 Long-term rental conditions may be negotiated by the Director of Financial Services and must be approved by the Council of Commissioners.
- 4.2 These conditions will establish the required compensation to cover the actual cost incurred by the Board (heating, lighting, air-conditioning, over-time, supervision, use of equipment, etc.).
- 4.3 The revenues will be returned to the Board's general revenue.

#### **5. SHORT-TERM RENTALS**

- 5.1 Short-term rental conditions are listed in the rental form annexed to the present policy.
- 5.2 The use of the prescribed form is compulsory and a copy of the completed form must be returned to the Superintendent of Buildings and Equipment.
- 5.3 The Principal of the school is the signing authority.
- 5.4 Revenues derived from such rentals will cover direct costs such as wages and materials. The profits realized by the Board will be returned to the school, while the compensation for the direct costs will be applied to the school or department incurring the expenses.
- 5.5 For recurring short-term rentals, a charge for energy consumption may be included.

#### **6. FINAL PROVISIONS**

- 6.1 The Board retains the right to refuse the use of its facilities to any group or individual, unless it has to grant the use of its facilities by law.
- 6.2 In the case of short-term rentals, the Principal reserves the right to refuse requests which, in his/her opinion, adversely affect the operation of the school.
- 6.3 At any time, in a case of absolute necessity (act of God), the Board reserves the right to cancel any contract with a lessee after a 24-hour notice.

- 6.4 The Lessee must respect all relevant Board policies, more particularly the policy governing non-smoking and the Substance Abuse Statement and Procedures.
- 6.5 Any rental agreement presently in force will be deemed valid even if it does not respect the present policy.
- 6.6 This policy should not be deemed to replace any rights or obligations prescribed in the *Education Act*, which supersedes the present policy.
- 6.7 The person responsible for the application of the present policy is the Superintendent of Buildings and Equipment.