



**CÉGEP HERITAGE COLLEGE  
POLICY #29**

**CONCERNING  
FACILITIES USE AND RENTAL**

**COMING INTO FORCE:** June 20, 2006  
**REVISED:** January 10, 2012  
**ADMINISTRATOR:** Director of Building Services

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# CÉGEP HERITAGE COLLEGE POLICY #29 CONCERNING FACILITIES USE AND RENTAL

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## Preamble<sup>1</sup>

The Cégep Heritage College Board of Governors supports the responsible use of the College facilities by the community as long as it does not impinge on regular operations. Consequently, the College shall maximize use of its facilities based on established College priorities and shall encourage use of said facilities by external groups.

## ARTICLE 1 Purpose

The purpose of the present policy is to establish standards pertaining to the use and rental of Cégep Heritage College facilities.

## ARTICLE 2 Application

The present policy applies to individuals or groups wishing to use the College facilities, said party or parties hereinafter known as the “user” or the “renter,” as is appropriate to the situation. (see *Reference Document #P29.1* for identification of use categories).

## ARTICLE 3 Provisions

All activities involving College facilities must receive prior authorization from the College. The Director of Building Services is responsible for the College facilities.

Each prospective user/renter must submit the appropriate form to Building Services, in accordance with the terms of the present policy and Cégep Heritage College Procedure #13. Applicants must be at least 18 years of age.

The Director of Building Services, or a delegate, will decide, within three (3) working days, on the approval of an application. Use/Rental agreements will have a minimum duration of 1 hour, and a maximum duration of one semester (4 months).

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<sup>1</sup> See the Glossary for explanations of frequently-used terms.

Normally, overnight stays are not permitted on College premises. If warranted by special circumstances, however, exceptions may be authorized by the Director General.

All publicity that includes the name of Cégep Heritage College must receive pre-authorization from the Director of Building Services.

It is the responsibility of the user/renter to admit activity participants after 10:00 p.m. During the activity, exits must be kept free from any obstruction. Exterior doors will be locked at 10:00 p.m. and are not to be wedged open.

Appropriate footwear (e.g., running shoes **with white soles only**) must be worn by participants while in the gymnasium and the studio.

Decorations must not be near, or attached to, electric lights or outlets, and must conform to fire safety practices as recommended by the Fire Department. The College reserves the right to request inspections by Fire Department, municipal and provincial officials, as deemed necessary. Any violations with respect to the above conditions may result in immediate cancellation of the use/rental agreement.

Smoking and the sale of tobacco are prohibited within the boundaries of the car circulation area outside the College building. Smoking may take place beyond the beltway surrounding the College building. The user/renter shall be responsible for enforcing this regulation<sup>2</sup>.

### 3.1 Fees<sup>3</sup>

All fees and deposits related to the use of College facilities or equipment, as well as rates for hiring specialized staff, are set out in *Reference Documents #P29.2 and #P29.3*.

Upon the signing of a user/rental agreement, the following charges must be paid, if applicable<sup>4</sup>:

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<sup>2</sup> See *Heritage College Policy #21 concerning Protection Against Tobacco Smoke* for more details.

<sup>3</sup> Special arrangements are possible in the case of long-term contracts.

<sup>4</sup> See *Reference Document #P29.1, Facilities Use Categories*, for more details.

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- a non-refundable administrative fee, of which covers the processing of the application, the preparation of the use/rental agreement and copies, and all related administrative work;
- a refundable damage deposit; and
- if a rental activity is scheduled to begin 10 (ten) days or more after the signing date, a 50% deposit of the total of all rental fees; or
- if a rental activity is scheduled to begin less than ten (10) days after the signing date, a 100% deposit of the total of all rental fees.

When applicable, additional fees will be charged:

- when the services of custodial staff or a security guard are required;
- activities or rentals that will be using any equipment from Auberge Heritage (Room 163) will require the hiring of students from the Hotel Management program to supervise and clean the equipment after usage. Any broken equipment will be charged to the renters;
- when audio-visual equipment for projection, lighting or sound is to be supplied by the College;
- when the services of specialized College staff such as Computer or Audio-visual Technicians required.

After a rental agreement has been signed, an additional fee will be charged in the event of a cancellation by the renter<sup>5</sup>.

### 3.2 Damage Responsibility and Liability

The person responsible for the user/rental activity, as indicated by that individual's signature on the use/rental agreement, shall be responsible for the costs related to all damages incurred during the activity. The College

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<sup>5</sup> See *Heritage College Procedure #13*, article 4, for more details.

retains responsibility for coordinating all related repairs and will submit the repair invoice to the user/renter.

When users/renters plan to serve alcoholic beverages, the appropriate alcohol permit must be obtained prior to the beginning of the activity and a copy given to Building Services. The following requirements apply:

- Alcohol Liability Insurance must be obtained in an amount not less than two million dollars, with Cégep Heritage College named as an additional insured; and
- a Liquor License must be obtained from *la Régie des alcools du Québec*, said license to be displayed by the user/renter where alcohol is served.

The damage deposit, listed in *Reference Document #P29.2*, may be used as partial, or full, payment for damages incurred during the activity, or it will be refunded after the College has verified that no damage occurred.

As is stated on the use/rental agreement, the College is not liable for personal injury or for the loss of, or damage to, the personal belongings of participants or spectators on the College premises.

All users/renters must carry liability insurance.

## ARTICLE 4 Roles and Responsibilities

### 4.1 The User/Renter

The user/renter must advise the College, in writing, of any cancellation at least five (5) working days prior to the beginning of the intended activity. No reimbursement will be made if a user/renter-initiated cancellation occurs after the specified 5-working-day deadline.

It is the responsibility of the user/renter to examine the facilities to ensure their acceptability for the intended activity.

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All users/renters must provide proper supervision through the identification of at least one responsible adult, as specified in the use/rental agreement.

No utterance, portrayal, display, or performance of an obscene or disloyal nature will be permitted.

All users/renters, as a condition of the use/rental agreement, will ensure that suspected trespassers on College property during the authorized use/rental period are immediately reported to a member of the custodial staff or the security guard, who will ask the trespasser to leave the College grounds or, if need be, call for police assistance. If a custodial staff member or security guard is not readily available, the user/renter shall notify the police directly if the trespasser refuses to leave the College grounds.

The user/renter shall not alter College facilities in any way, without prior written authorization from the Director of Building Services. Users/Renters must leave the College facilities in the same condition as they were prior to the activity. At the end of each use/rental period, users/renters must restore all College equipment to its original location.

Users/Renters will provide their own equipment, unless otherwise specified in the use/rental agreement.

As a condition of the use/rental agreement, the user/renter agrees to abide by all rules and regulations as stipulated in the present policy and in *Cégep Heritage College Procedure #13 relating to Facilities Use and Rental*.

## 4.2 The College

The College will ensure that all facilities are in good condition prior to the activity.

The College will ensure access to the facilities, as per the use/rental agreement.

The College provides the services of security guards, custodial staff, specialty staff or specialized equipment, if required, as per the use/rental agreement. Custodial staff and

security guards are on duty for the care and protection of College property; they are not supervisors of an activity in progress.

When alcoholic beverages are served, the use/rental agreement must include security guard and custodial staff services.

The College reserves the right to cancel a use/rental agreement or withdraw the use of its facilities without prior notice. In such cases, the College will reimburse the fees, but cannot be held responsible for any losses or damages incurred by the user/renter as a result of this cancellation.

The College is responsible for establishing and implementing all procedures, rules and regulations relating to facilities use and rental.

## 4.3 The Board

The Board of Governors is responsible for adopting the present policy and any revisions thereto.

## ARTICLE 5 Revision

The present policy will be reviewed at least every five (5) years by the Director of Building Services, and revised as required.

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### Glossary

**Application:** the form designated by the College for the purposes of applying to use or rent its facilities.

**Facilities:** the College building, in whole or in part, and its amenities, as well as the access roads, designated parking areas, grounds and sports fields comprising the property outside the College building.

**Use/Rental Agreement:** the completed application, including the College use/rental terms and bearing the signatures of both the person responsible for the activity and the authorized representative of the College.

**Specialty Staff:** specialized College personnel, e.g., Computer Technician, Audio-Visual Technician.

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### Related Documents

This document is to be used in conjunction with:

- *Cégep Heritage College Reference Document #P29.1 Facilities—Use Categories*<sup>6</sup>
- *Cégep Heritage College Reference Document #P29.2 Facilities Use and Rental—Fee Schedule*<sup>7</sup>
- *Cégep Heritage College Reference Document #P29.3 Facilities Use and Rental—Audio-Visual Equipment Rental Rates*<sup>8</sup>
- *Cégep Heritage College Facilities Use/Rental Service Agreement Form*<sup>9</sup>
- *Cégep Heritage College Procedure #13 relating to Facilities Use and Rental*<sup>10</sup>
- *Cégep Heritage College Policy #7 concerning Parking*<sup>11</sup>
- *Cégep Heritage College Policy #23 concerning the Use of Electronic Networks*<sup>12</sup>
- *Cégep Heritage College Policy #21 relating to Protection Against Tobacco Smoke*<sup>13</sup>
- *Cégep Heritage College Policy #6 concerning A Respectful Workplace Free of Discrimination and Harassment*<sup>14</sup>
- *Cégep Heritage College Policy #24 concerning Standards of Student Conduct*<sup>15</sup>
- *Cégep Heritage College Procedure #6 relating to Breaches of the Rules of Student Conduct*<sup>16</sup>

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<sup>6</sup> Copies of this document are available from Building/Computer Services.

<sup>7</sup> Ibid.

<sup>8</sup> Ibid.

<sup>9</sup> Ibid.

<sup>10</sup> Ibid.

<sup>11</sup> Ibid.

<sup>12</sup> Ibid.

<sup>13</sup> Copies of this document are available from the Director General's office.

<sup>14</sup> Ibid.

<sup>15</sup> Copies of this document are available from Student Services.

<sup>16</sup> Ibid.