

ROOM RENTAL POLICY

CORPORATE EVENTS

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Espace pour la vie – Business Strategies and Development

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Cover page: © Espace pour la vie (Marie-Joëlle Filion)



ROOM RENTAL POLICY

Biodôme
© Espace pour la vie (Mathieu Rivard)

The Ville de Montréal's Espace pour la vie department (hereinafter "Espace pour la vie") is made up of the Biodôme, the Jardin botanique, the Insectarium, the Planétarium Rio Tinto Alcan and the Biosphère. Together they form Canada's largest natural science museum complex—a major active, outward-looking hub of biodiversity in an urban environment. In addition to its regular activities, Espace pour la vie rents out space for the holding of private events, in a setting that is unrivalled in Montréal.

Why not consider combining your rental with a visit to one of our museums? That way you can offer your guests a chance to explore Espace pour la vie and give your event a unique touch.



André-Bouchard room, Jardin botanique
© Espace pour la vie (J. Guibord, shootstudio.ca)



OBJECTIVES

The purpose of this policy is to set out the conditions and procedures for renting rooms at Espace pour la vie. It defines the eligibility criteria and the rental terms, clearly stipulates the rights and obligations of lessees and ensures that all room rentals comply fully with the vocation and mission of Espace pour la vie, while at the same time fostering responsible management practices consistent with sustainable development.



Main Hall, Planétarium Rio Tinto Alcan
© Raymond Jalbert



André-Bouchard room, Jardin botanique

Any organization, whether public or private, as well as any individual aged 18 and over, may submit a room rental application for the purpose of holding private or corporate events or activities that meet the terms and conditions of this policy. Under the policy, private or corporate events or activities include private and corporate parties, conferences, meetings, training sessions, award presentation ceremonies, launches, cocktail parties, banquets and shows, as well as any other events or activities of a similar nature.

As Espace pour la vie has limited rental capacity, it cannot accept all the eligible applications it receives.

The order of room rental priority is as follows: Espace pour la vie's program, education and research activities; Espace pour la vie's partner organizations; other Ville de Montréal departments; public and private natural science organizations; and all other categories of users.

Espace pour la vie will refuse any rental application for the holding of events or activities deemed incompatible with its cultural and scientific vocation or mission, including, though without being limited by what follows,

any rental application for the holding of the following events or activities: civil or religious weddings, including all related receptions, christenings, funerals, and the celebration of religious ceremonies and rituals. In this regard, the planned event or activity must be presented to Espace pour la vie as part of a rental application, and it reserves the right to request whatever further information it deems necessary to make a decision.

While acknowledging everyone's right to express their views freely in a spirit of tolerance and respect for others, every individual, as well as every organization, whether public or private, which rents a room from Espace pour la vie undertakes to uphold the principles of secularism and ideological and religious neutrality.

Any individual or organization that fails to respect any of the rental conditions, including this policy, may have its contract cancelled immediately, without having any claim to any compensation whatsoever, and may, at Espace pour la vie's discretion, be declared ineligible for any other rental agreement.

RENTAL RATES

Room rental rates are consistent with the Ville de Montréal rate bylaw currently in force and are posted on the Espace pour la vie website, under the Room Rentals tab. A 50% reduction in rental rates is available for non-profit organizations and departments of the Ville de Montréal.

Additional fees (for example, for parking, maintenance, security, other human resources) may apply, depending on the spaces you rent and the activities you organize. To find out the exact cost of a rental, as well as any fees you will be charged on top of the actual rental cost, please contact Espace pour la vie's rental department.

ROOM AVAILABILITY

The spaces available to rent at Espace pour la vie are public spaces, which means they are accessible to visitors and users during opening hours. Room availability therefore varies with whatever programs and activities are being run, and the organization of private events has to respect our visitors and users, who must have access to the museums in their entirety.

Set-up and take-down times required for holding events must be approved by the rental department. Espace pour la vie must be able to guarantee that spaces have been returned to their usual state ready to receive the regular public by 9 a.m. This includes the dismantling of anything set up for a special event, the cleaning required by museum crews and returning permanent furniture to its normal place, as needed. Instructions to various event organizers and suppliers must reflect this reality. Please note that Espace pour la vie has only limited storage space available and that this space is not secure. The rental department must therefore be notified about the type of equipment delivered and the number of items to be stored, so that arrangements can be made.



Biodôme - © Mélanie Dussault



Biodôme – © Mélanie Dussault

Lessees (renters) undertake, in their advertising, not to mention or suggest, in any way whatsoever, that the activity that will be held in the rented space is an Espace pour la vie activity or that it is sponsored by Espace pour la vie if that is not the case. Lessees alone are responsible for promotion, ticket sales and greeting the public when private events are held in Espace pour la vie rooms.

Lessees must designate a person in charge who will act as intermediary throughout the process related to using the rented spaces, providing the organization's full contact information and the information required for good planning of the event.

The lessees whose signature appears on the rental contract expressly undertake to inform all members of the group and all participants

in the event or activity for which the space is being rented about the terms and conditions of the contract. The lessees state that they agree to all the rental terms and conditions provided for and stipulated in the schedule to this policy, and agree to take all means and to give all instructions required to ensure faithful execution thereof by all of the members of their group and all participants.

The lessees further undertake to abide by any additional instruction that could be issued by Espace pour la vie before or during the holding of the activity, so as to ensure the preservation of the buildings, works of art and collections of the Espace pour la vie museums.



RESPONSIBLE EVENT MANAGEMENT

Molson greenhouse
Jardin botanique

© Michel Tremblay

In all its initiatives and activities, Espace pour la vie follows the principles of sustainable development. This commitment is part of its desire to get people to shift their lifestyle toward a model of accountability and sustainability that is inspirational for all. All our activities revolve around nature: it's our raison d'être, our motivation and our source of inspiration. In managing its facilities and operations in a sustainable and environmentally friendly way, Espace pour la vie is setting an example from which people can draw inspiration and that can help them reconnect with nature. From this standpoint, Espace pour la vie wants to encourage users of its rooms to plan greener events by adopting responsible management practices.



Tree pavilion, Jardin botanique

© Claude Lafond

OBJECTIVES

Espace pour la vie would like to set a frame of reference for the holding of ecofriendly events and criteria for determining the obligations of event organizers, based on best practices spelled out in the standard on responsible event management (BNQ 9700-253/2010).

More specifically, the objectives of responsible event management are:

- **Mitigate the adverse impacts of the event**, in particular on the environment (reduction in waste generated, greenhouse gases [GHG] emitted, natural resources used, etc.);
- **Enhance the social and economic benefits** of events (local or fair trade, employment support, reintegration, accessibility, etc.);
- **Have a knock-on effect** on partners, event promoters and suppliers that fosters responsible event management;
- **Help promote** the principles of sustainable development.

CRITERIA

Espace pour la vie is targeting five specific areas of activity that are directly related to the organization of ecofriendly events:

- Procurement and suppliers
- Food
- Residual waste management
- Transportation and GHGs
- Communications

For each area of activity, a list of criteria has been drawn up, and ways of meeting them are suggested in the *Guide d'accompagnement - Planifier un événement écoresponsable* [Guide to planning an ecofriendly event], which will be given to lessees when they sign the rental contract.

FOLLOW-UP

A two-level tracking system will be set up to determine whether ecofriendly targets have been achieved.

1. The Espace pour la vie event officers assigned to lessees will draw up a report on the ecofriendly measures noted during the event and submit it to the rental department.
2. The rental department will send the lessees a post-event survey questionnaire to find out their level of satisfaction with the rented spaces and their level of achievement of the ecofriendly targets.

This follow-up will enable Espace pour la vie not only to assess the results achieved, but also to propose ways to improve that will further reduce the environmental impact of the events organized on its premises.



Reception centre, Jardin botanique



SCHEDULE 1

Molson greenhouse, Jardin botanique
© Michel Tremblay

RENTAL CONDITIONS



ARTICLE 1 - PURPOSE

1.1 The Ville de Montréal (hereinafter “the Ville”) hereby rents to the Lessee the premises described on the first page of this agreement, including the human and physical resources specifically mentioned (hereinafter the “leased premises”), exclusively for the holding of the event or activity presented to the Ville and for the duration of the agreed rental period, conditional upon the payment of the total cost of the rental and the other costs indicated and upon the Lessee’s undertaking to comply with these rental conditions and with the room rental policy of the Ville’s Espace pour la vie department.

ARTICLE 2 - TERM

2.1 This agreement will come to an end upon expiry of the rental period and cannot be tacitly extended.

ARTICLE 3 - RENTAL PERIOD

3.1 The rental period refers to the one agreed between the Ville and the Lessee and is indicated on the first page of this agreement.

3.2 During the rental period, occupancy of the rented premises must end at midnight (0:00 hours).

3.3 Exceptionally, in the event of occupancy of the rented premises after midnight, a rate of one and a half times (1 1/2) the basic hourly rate will apply, and the costs associated with this occupancy must be paid by the Lessee.

3.4 In the case of events taking place outside of the opening hours of the institutions for which the Ville’s Espace pour la vie department is responsible, fees for security services will also be charged to the Lessee. These fees are payable on top of the cost of the rental.

ARTICLE 4 - PAYMENT

4.1 The rental cost is determined on the basis of the applicable rates for the rental of the rooms of the Ville’s Espace pour la vie department and the rental period. The rental cost is specified on the first page of this agreement.

4.2 At the time of signing this agreement, the Lessee must make a deposit of two hundred and fifty dollars (\$250.00) and pay the full amount of the balance due ten (10) days before the beginning of the rental period, at the latest. Should the Lessee fail to pay the balance due within this time limit, the rental may be cancelled.

4.3 If the total cost of the rental is less than two hundred and fifty dollars (\$250.00), the Lessee must pay the full amount of the rental cost at the time of signing the agreement.

4.4 The other costs not included in the rental cost, that is, those relating to security services, parking and other human resources, must be paid in full ten (10) days before the beginning of the rental period, at the latest.

ARTICLE 5 - LESSEE’S PROPERTY

5.1 The Ville is not responsible for the maintenance, custody or supervision of the moveable property provided by the Lessee and occupying the leased premises, nor for any damage of any kind whatsoever that may result from their being on the leased premises.

5.2 The Lessee must, upon expiry of the rental period or periods stipulated in this agreement, remove all moveable property belonging to it from the leased premises, and the Ville cannot be held responsible for any damage caused to any property left on the leased premises and may, at its discretion, dispose of the property at the Lessee’s expense.

ARTICLE 6 - LESSEE'S OBLIGATIONS

6.1 The Lessee acknowledges having visited the leased premises and states that it is satisfied with them.

6.2 The Lessee may not make any changes to the leased premises without the prior written permission of the Director of the Ville's Espace pour la vie department or the Director's authorized representative (hereinafter the "Director") and it must, if applicable, immediately following the rental period and at its own expense, ensure that the leased premises are returned to the state they were in before the rental.

6.3 During the rental period, a Ville events officer will be present on the leased premises; however, the Lessee undertakes to provide, at its own expense, the staff required for the smooth operation of its event (caterer, musician, audiovisual technician, decorator, etc.).

6.4 The rental includes rectangular tables and chairs required to seat guests and for the use of a caterer, if applicable. The Lessee must submit any other requests for equipment or materials to the Director as soon as possible.

6.5 The posting of posters, signs or other advertising material is prohibited in and around the leased premises without the prior written authorization of the Director, who may make the authorization conditional on meeting certain conditions.

6.6 The Lessee acknowledges that the Ville may use the leased premises for the purpose of its regular Espace pour la vie operations and that it may at all times have access to the leased premises and to all adjoining and connecting rooms. Throughout the rental period, the Lessee undertakes not to impede the Ville, its

officers or any user from having access to the facilities that are the responsibility of the Ville's Espace pour la vie department.

6.7 The Lessee may not, on the leased premises, use any material that could harm the cleanliness or safety of the leased premises or of the building; in particular, the use of any candles (except candle jars), confetti, paint or artificial snow is prohibited.

6.8 The Lessee may not use the leased premises' sound and light system without the prior written authorization of the Director. Out of respect for the users of the facilities for which the Ville's Espace pour la vie department is responsible, the Lessee undertakes to keep the sound volume at a reasonable level during museum opening hours.

6.9 The Ville retains full control over the leased premises, and the Lessee must immediately follow all instructions from the Director; in particular, the Lessee agrees to comply with all instructions and all safety regulations issued by the Montréal fire department, in particular regarding room accommodation capacity and lighting. It also undertakes to read and comply with the instructions and emergency measures posted on the leased premises and in the building.

6.10 The Lessee undertakes to comply at all times with all laws and regulations in force, including, if applicable, any instruction issued by public authorities and any recommended public health measure in order to ensure the safety of everyone, including that of the officers and users of the facilities for which the Ville's Espace pour la vie department is responsible.

6.11 The use of propane gas for cooking purposes is prohibited inside the building, in compliance with the regulations in force.

6.12 The drinking of alcohol on the leased premises or on the site is prohibited, except if the Lessee has received prior written authorization to this effect from the Director and that in this regard, it has obtained in its favour and at its own expense a licence issued by the Québec Régie des alcools, des courses et des jeux. It is prohibited to leave the leased premises carrying a drink, including in order to go to other premises inside or outside the building housing the leased premises.

6.13 Smoking, vaping or using any illegal substance on the leased premises is strictly forbidden. Any use of cannabis is also strictly forbidden.

6.14 The Ville may, during the rental period, make changes or repairs to the leased premises without the Lessee being able to claim any reduction in the rental cost or in any of its obligations provided for hereunder or any compensation for any harm that may result therefrom.

ARTICLE 7 - PARKING FEES

Parking fees are not included in the rental cost, except if the Lessee has paid them beforehand and only for the number of vehicles indicated in this agreement. These fees are payable on top of the cost of the rental.

ARTICLE 8 - LIABILITY

8.1 The Lessee remains the sole party liable for any harm of any kind whatsoever resulting directly or indirectly from this agreement, whether the harm is caused to the Ville, its property or any person.

8.2 The Lessee undertakes to hold the Ville harmless from and against any claim and any damage of whatever nature whatsoever and undertakes to take up the defence of the Ville and to compensate it in capital, interest and

fees, for any claim or ruling made against it in this respect, unless such claim or such damage has been caused by the fault of the Ville, or one of its employees or officers.

ARTICLE 9 - INSURANCE

The applicant must, at its own expense, provide the Director, at least ten (10) days before occupying the premises, with a civil liability insurance policy providing comprehensive protection, for each occurrence, of at least one million dollars (\$1,000,000.00) for bodily injury and for property damage arising from its occupancy of the premises and under which the Ville is designated as the co-insured. The insurance policy must be valid throughout the period during which the Lessee has access to the leased premises, including outside the rental period.

ARTICLE 10 - DEFAULT

10.1 Should the Lessee fail to meet the conditions of this agreement, the Director has the right to cancel it and to require the Lessee to leave the leased premises immediately and to retain all amounts paid under the agreement, and the Ville reserves the right to make a claim for any damages and interest that may result from such failure.

10.2 The Lessee acknowledges that the Ville is in no way responsible for its failure to meet its obligations and that the Ville cannot be held liable to compensate the Lessee, if such failure results from a strike, picketing, riot, civil commotion, an action by a public authority, breakdown of equipment serving the building, act of God or any other cause out of the immediate and direct control of the Ville. Nevertheless, the Ville will refund the Lessee the full amount of the rental cost, including all fees and the deposit.

ARTICLE 11 - CANCELLATION FOR A REASON OTHER THAN FAILURE BY THE LESSEE

11.1 The Director may cancel this agreement without reason, at any time and entirely at his/her discretion, by means of fifteen (15) days' written notice to the Lessee. In the event of such cancellation, if the cancellation occurs before the start of the rental period, the Lessee will be refunded any and all amounts it has paid as of that date. If the cancellation occurs during the rental period, the Lessee will be refunded that portion of the rental cost relating to the remaining portion of the rental period. In both cases, the Lessee may not, in any case, file a claim with the Ville for an indemnity, compensation or payment for any harm whatsoever resulting from such cancellation, if applicable.

11.2 Should the Lessee cancel this agreement, the deposit of two hundred and fifty dollars (\$250.00), or the total amount paid to the Ville if the total cost of the rental is less than this amount, is not refundable by the Ville. However, the other amounts paid by the Lessee will be refunded to it, provided that the Director has received from the Lessee, at least ten (10) days before the beginning of the rental period, a written notice informing him/her of its intention to cancel the agreement.

ARTICLE 12 - NON-TRANSFERABILITY

The Lessee expressly agrees not to sublet or lend the leased premises, either in whole or in part, and not to transfer this agreement or any of its rights hereunder without first obtaining the written consent of the Director.

ARTICLE 13 - GENERAL PROVISIONS

13.1 The Director has full discretion to accept or reject a rental application and to require any further information he or she deems useful.

13.2 For the purposes hereof, each party elects domicile at the address indicated on the first page of this agreement or at any other address of which it has notified the other party beforehand by registered mail.

13.3 This agreement shall be governed by the statutes of Québec, and any legal proceedings arising from it must be brought in the judicial district of Montréal.

13.4 The Lessee acknowledges having read the room rental policy of the Ville's Espace pour la vie department and the rental terms and conditions and undertakes to abide by them.