

INTERNAL RULES OF THE MUNICIPAL RENTAL PROPERTY

Preamble :

The provisions of these rules are made in application of articles L2212-2 and following of the General Code of Territorial Communities.

In this context, the municipality reserves the right to refuse a rental for any event likely to disturb public order.

The various communal rooms are managed and maintained by the Commune with the aim of providing meeting and gathering places for meetings and other events.

These regulations only concern the occasional occupation of the premises. The municipality retains priority over the use of the rooms, with rental to third parties being only subsidiary.

Article 1: Beneficiaries

The Commune of La Rouaudière

The Commune of La Rouaudière reserves a right of priority over municipal halls, particularly for the organisation of elections, election campaigns, emergency accommodation plan, organisation of leisure centres, public meetings, municipal events, extreme emergencies, events unforeseen at the time of booking, important work to be carried out.

In addition, the Commune of La Rouaudière may immobilise the rooms for safety reasons.

La Rouaudière's associations, of local interest or with a humanitarian aim

Associations can use the municipal rooms for occasional use in connection with a meeting or event, depending on availability. This use is subject to the signature of the rental contract. The associations undertake not to act as nominees to conceal the use of private individuals, even members, or for outside use.

Rental will be free of charge under the responsibility of the President.

External associations

Rental will be under the responsibility of the President. These uses are subject to the signature of a commitment deed and the payment of a fee.

The inhabitants of La Rouaudière

The municipal halls are rented out to the inhabitants of La Rouaudière for family or friendly meetings. A fee is charged for the rental. The rental rate is set by deliberation of the municipal council.

Any subletting is strictly forbidden.

Other organisations

After examination on a case-by-case basis, the use of the rooms is authorised to companies and other organisations for professional or commercial operations. These uses are subject to the signature of a commitment deed and the payment of a fee.

Article 2: Rental conditions

Pre-registrations for the rental of municipal halls are made by e-mail, addressed to the Mayor. This pre-registration must be validated within 1 month by the rental contract. After this period, the application will be considered as cancelled or will not be taken into account. The municipality of La Rouaudière will not be able to accept the reservation without a complete file.

In order to be complete, a file must be composed of the following documents:

- * The contract duly signed by both parties,
- * The payment duly signed by the beneficiary,
- * Certificate of Civil Liability insurance provided by the tenant,
- * Payment of the deposit cheque.

The signature of the settlement presupposes that the beneficiary is aware of it and undertakes, he or she or the legal entity of which he or she is the representative, to comply strictly with its provisions.

Article 3: Financial conditions

Each year, the City Council decides on the rental rates and the amount of the various deposits.

➤ **Deposit**

In order to make the beneficiary of the rental agreement responsible, a deposit will be required. This constitutes an advance on the costs of restoration and cleaning, the totality of which will be borne by the user, the inventory of fixtures serving as a basis for the costing of any repairs by the municipal technical services or an outside company. Its amount will guarantee the damage to the equipment and premises. This deposit, in the event of damage noted, will only be returned after payment by the beneficiary of the totality of the damage. If the damage exceeds the amount of the deposit, the municipality reserves the right to sue the beneficiary for the balance of the outstanding amount. If no damage has been noted, the deposit cheque will be returned within two months from the date of the inventory of fixtures.

Examples of damage :

- Damage and soiling of premises, furniture or equipment
- Difference between the inventory before and after use,
- Neighbourhood complaint in the Town Hall following nuisances,
- Damage to the surroundings and to interior and exterior equipment,
- Decommissioning of household appliances ...
- Cleaning not carried out

Article 4: Insurance

The beneficiary of the premises must take out insurance covering the rented property, damage to persons, real estate and movable property, and in general all damage for which he may be held liable both in the rented premises and in its immediate surroundings. In this context, the municipality of La Rouaudière cannot be held responsible in the event of loss, theft or accident, concerning the effects or objects left in the premises. The insurance certificate, which is part of the registration form, must show the name of the room and the days and times of use.

Article 5: Storage and Cleaning

➤ **Tables - chairs - crockery**

Tables and chairs should be *left in place* after cleaning to *check that they are in good condition*.

Dishes must be clean and tidy. In case of damage to tables, chairs or crockery, it will be charged :

- 70 € / 1 table

- 25 € / 1 chair

- 5 € per missing item (crockery)

➤ **Kitchen - WC - Washbasins - Household appliances**

They must be clean and in perfect working order at the time of the inventory of fixtures drawn up at the end of the rental period.

➤ **The Courtyard**

Full sweep

➤ **Room**

The beneficiary will have to do the complete tidying up and sweeping.

➤ **Bar and Hall**

They must be clean and in perfect working order at the time of the inventory of fixtures drawn up at the end of the rental period.

➤ **Surfaces (exterior)**

The cleaning of the surroundings is the responsibility of the beneficiary (collection of papers, bottles, cigarette butts, etc.).

➤ **Waste bins**

The beneficiary will have to carry out selective sorting. Bottles, cardboard and plastic will be deposited in the sorting bins placed in the car park near the cemetery Route de *Brains sur les Marches*.

Article 6: Conditions of use Liability of the beneficiary

During the rental period, the presence of the beneficiary in the room is required. He/she will make the necessary surveillance and protection arrangements. The Commune declines all responsibility in the event of theft. The beneficiary must respect the conditions of cleanliness, time limit and maximum number of people admitted, as indicated in the rental agreement. In the event of failure, night or daytime disturbance, the personal responsibility of the beneficiary is engaged.

➤ Security and room capacity

For each municipal hall, a maximum capacity is set out in the rental agreement.

For safety reasons, it is imperative to respect this maximum capacity. In the event of exceeding it, the personal liability of the beneficiary will be engaged.

In general, the beneficiary prohibits any dangerous activity and respects the legal provisions on health and safety, in particular:

- User traffic must not be obstructed in the vicinity, inside the room and near the emergency exits;

- The emergency exits must be kept clear at all times. Failure to comply with this instruction will engage the responsibility of the beneficiary and may result in the immediate cessation of the event;

- It is strictly forbidden to smoke in the premises.

- Autonomous blocks and safety exits must remain visible;

- The technical, heating, ventilation, projection, lighting, sound, fire-fighting or electrical installations must not be modified or overloaded.

- No decorations should be placed on the walls. It is also strictly forbidden to drive nails (pins...), drill, staple, stick (with glue or adhesive tape...) in any part of the room and its outbuildings.

- Items brought by beneficiaries must be removed from the room before the end of the rental period.

- No cooking equipment should be brought into the municipal rooms (oven, barbecue, gas bottle...).

- Animals are not allowed. - The use of psychotropic and narcotic products is prohibited. In the event of a claim, the beneficiary must

- Take all necessary measures to avoid panic,

- Ensuring the safety of people,

- Open the emergency doors,

- Alert the Fire Brigade (18), EMS (15),

- Alert the Commune. Referent Room number Telephone

In addition, the beneficiary must avoid any noise nuisance for the residents of the room. He/she guarantees public order on the premises, around the hall and in the car park. He/she must avoid shouting and any noisy devices (firecrackers, fireworks, etc.).

In addition, it is recalled that **smoking is prohibited in public places**, that the provisions relating to public intoxication are applicable, in particular the ban on selling alcoholic beverages to minors under the age of 16, and that access to the facilities is prohibited to persons in a state of intoxication.

Finally, the municipal halls may not be used for activities contrary to morality.

➤ Cleanliness

The cleaning of the room and its annexes or outbuildings, equipment and surroundings is the responsibility of the beneficiary.

If the place is not returned in a satisfactory state, it will be notified in the inventory of fixtures and the municipality may have it cleaned at the beneficiary's expense.

A detailed invoice will be sent to the tenant's home for payment. Damaged equipment will be set aside for the inventory of fixtures. The technical services will come to assess the damage. The invoice will be sent to the tenant's home.

➤ **Closing of the premises**

Before leaving the premises, the beneficiary shall ensure that there is no risk of fire, flooding or intrusion, he shall check the room and its surroundings and shall in particular verify that the lights are switched off, the doors and windows closed, the taps and emergency exits closed, that the rubbish is deposited in the containers or bins provided for this purpose located outside.

➤ **State of play and keys**

The keys to the rooms will be handed over through the elected representative in charge of this function. The keys will be returned after an inventory of fixtures in the presence of the beneficiary and the person in charge of the room.

If the room is not properly cleaned or tidied, the person in charge will stipulate this in the inventory of fixtures, a copy will be given to the tenant, another will be sent to the Town Hall for action. **(Invoicing of working hours for cleaning) In case of loss of keys: 100 € will be invoiced.**

➤ **Other obligations**

Where applicable, the beneficiary fulfils his obligations to the tax authorities, URSSAF, SACEM, pension funds, etc.

If a temporary pub is opened, the beneficiary must apply to the municipality for authorisation and make the necessary declarations.

Article 7: Cancellation conditions

The city reserves the right to cancel a reservation in the event of special circumstances or necessities, without the beneficiary being able to claim any compensation. In the event of an exceptional event (elections, electoral campaigns, emergency accommodation plan, pandemic...) the room hire may be cancelled without notice. The beneficiary will be reimbursed the amount of the sums paid without compensation or may benefit from a postponement of the rental.

Date :

The Beneficiary :