



POKAGON BAND OF POTAWATOMI INDIANS POLICIES & PROCEDURES

FACILITY USE POLICY

Pokagon Band of Potawatomi Indians Tribe recognizes the need for guidelines for the use of Tribal owned facilities by Tribal Citizens and Spouses/Partners and by Tribal related organizations and sets forth policy as follows:

1) Facility Use (Policy)

- a) Community Center, Elders Hall, Gage Street Lodge, Head Start, Council Lodge, and the Pavilion are property of the Pokagon Band of Potawatomi Indians. Individual Band citizens and citizens of other Tribes may use these facilities for private activities subject to the requirements and limitations stated in this Use Policy in order to ensure that these properties are properly cared for and protected, they shall only be made available for use by an individual Band Citizen and/or Spouse/Partner of a Pokagon Citizen subject to the conditions and requirements stated herein.
- b) Pokagon Band of Potawatomi Indians facilities are primarily used for official Tribal functions by citizens and staff. It is intended that these facilities be used to the fullest extent for these primary purposes.
- c) Listed buildings/rooms on the Facility Use Application may be made available to members of other Tribes for events that support a public purpose, benefit, service, training or interest to Pokagon Band of Potawatomi Indians citizens that otherwise could not occur without the facility being available. Pokagon Band of Potawatomi Indians (licensor) has the right to refuse use of facilities to any group (licensee) if the proposed event conflicts with the intended use of the building, is in conflict with established policies or laws, or is in conflict with any other confirmed reservation.
- d) In such cases where groups have a written agreement with the Tribe that addresses use of specific facilities or lands the written agreement shall govern over this Policy.

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- e) All other lands are considered a Facility. Any other appropriate use and/or information requested may be deemed necessary and applicable by the Official. The Official's decision is final.
- f) Culturally appropriate activities (i.e. smudging, pipe ceremony, etc...) are determined on a case by case basis. If unsure of cultural activity you must immediately notify the Official and/or their designated representative

a) Definitions

“Band Citizen” or “Citizen” means any enrolled citizen of the Pokagon Band of Potawatomi Indians, or another Indian Tribe, who is at least 18 years of age on the date such person requests authorization to use a Facility.

“Spouse/Partner of Pokagon Band Citizen” means married/partnered to an enrolled citizen of the Pokagon Band of Potawatomi Indians.

“Facility” and “Facilities” means any one or all of the Community Center, Council Lodge, Gage Street Lodge, Head Start, Elders Hall, Pavilion.

“Community Center” means the Pokagon Edewat Community Center at 27043 Potawatomi Trail, Dowagiac, MI.

“Council Lodge” or “Lodge” means the Tribal Council Lodge located at 58620 Sink Road, Dowagiac, Michigan 49047, all improvements located thereon, and all its furnishings, fixtures, and equipment.

“Day Activity” means any Private Activity, including clean-up time that commences at or after 8:00 a.m. and concluded by 5:00 p.m. of the day of the Activity, Monday through Friday, excluding Federal and Tribal holidays.

“Elder’s Hall” or “Hall” means the property located at 53237 Townhall Road, Dowagiac, MI 49047, all improvements located thereon, and all its furnishings, fixtures, and equipment with the exception of cookware, cutlery, utensils, dishes, and similar furnishings that are neither fixtures nor equipment.

“Gage Street” means the property located at 64264 Gage Street, Dowagiac, Michigan 49047.

“Head Start Facility” or “Head Start” means the Head Start Facility located at 58620 Sink Road, Dowagiac, Michigan 49047, that is dedicated to the use and operation of the Pokagon Band Head Start Program and included all improvements located thereon, and all its furnishings, fixtures, and equipment.

“Kitchen” means any kitchen attached to or inside a facility including its fixtures, and equipment with the exception of the cookware, cutlery, utensils, dishes and similar furnishings that are neither fixtures nor equipment.

“Night Activity” means any Private Activity, including clean-up time that occurs outside the time period used to define a Day Activity.

“Licensee” means the individual and/or group making application to use a Tribal facility/campground per Attachment A

“Licensor” means the Official, per the Policy, for approving usage of facility.

“Official Activity” means those activities occurring at the Facility that are conducted, authorized, or sanctioned by the Pokagon Band government other than by this Policy. Solely for purposes of this Policy, the term “Official Activity” shall be considered to include Pokagon Band spiritual activities, which are those activities conducted primarily by or for the Pokagon Band citizens and whose main purpose is spiritual or religious in nature.

“Official” shall be the person/s appointed by the Tribal Government Manager as the approving official under this policy. Furthermore, any decision of the official may be appealed to the Tribal Government Manager as long as the appeal is at least 48 hours in advance of the event and/or usage of the facility

“Pavilion” means the outdoor eating area covered by a permanent canopy that projects out from the Council Lodge Kitchen and all its furnishing, fixtures, and equipment.

“Private Activity” means any activity, function, meeting or other use of a Facility, other than Official Activities, that is authorized by this Policy.

3) Reservations

- a) Reservations for use of each facility will be accepted on a first come – first served basis.
- b) No single group or individual will be given preference or priority so that the buildings are made available to serve the needs of as many different groups as possible. Equal access shall be given to all groups and individuals applying, and no group or individual shall be denied access because of considerations of race, sex, religious or political persuasion, or because of the political, religious, or social aims expressed by an individual or group, or by any group’s members.
- c) The frequency with which one group may utilize the building is at the discretion of the Official.
- d) The Official retains the right to refuse requests for use of non-departmental space or to cancel reservations before or while they are in effect if these

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regulations are not complied with, or if the space requested is needed for governmental functions.

- e) Reservations are not accepted more than 12 months in advance of the scheduled event.
- f) Bookings cannot be issued for more than seven (7) consecutive days and cannot be issued consecutively without a four (4) day separation between bookings.

4) Application Process

- a) Applications and copies of the Pokagon Band of Potawatomi Indians Facility Use Policy will be available at each facility where rooms are available as well as on the Pokagon Band internet site.
- b) Applications must be completed in full, signed, and returned with any necessary fees/release of liability forms. Applications are not valid until all fees are paid.
- c) Applicants must be at least 18 years of age and an enrolled Tribal Citizen.

5) Liability, Damages to Person and Property

- a) Any group using a Pokagon Band of Potawatomi Indians facility shall be required to execute a release of liability for negligence or any damages caused to the user or its property during the time of the event or use of the facility.
- b) Licensee is not allowed to assign their reserved time at a facility to another party unless written permission is given by the Pokagon Band of Potawatomi Indians Official.
- c) The Pokagon Band is NOT liable for any personal injury or property damage caused to a Citizen authorized to use a Facility, the Citizens guests, and any other person using or occupying a Facility during a Private Activity. The Citizen authorized to use a Facility shall provide all guests and other persons in or on the Facility property during the Private Activity with notice of this disclaimer in the invitation to the Private Activity or by posting a notice of the disclaimer in a conspicuous place in the Facility during the Private Activity.
- d) A Citizen seeking to use a Facility may, upon request, inspect the Facility in advance of the scheduled Private Activity for the purpose of identifying any

damage, malfunction, or other deficiency regarding the condition of the Facility. Any damage, malfunction or deficiency shall be clearly identified by the Citizen in writing and delivered in advance of the Private Activity to the Official. The Citizen shall be responsible to maintain the condition of the Facility throughout the Citizen's possession of the Facility. The Citizen shall relinquish possession of the Facility at the conclusion of the Private Activity in accordance with the requirements of the Policy and in the same condition in which it was received.

- e) The Citizen is responsible for all clean-up, repair, and replacement costs incurred as a result of any damage, harm, loss or improper maintenance of the Facility during the Citizen's possession of the Facility. The citizen shall be responsible for all damaged and stolen property occurring at the Facility until such time as possession of the Facility is returned to the Band by vacating the Facility and delivering all keys and other property to the Official.

6) Deposits

- a) Cleaning/damage deposits range from \$50 to \$100 and vary by facility.
- b) Deposits may be refunded fourteen (14) days after the scheduled use of the facility. It will be mailed to the individual who made the reservation. A full refund will be given (minus any charges or fees assessed, repairs, replacement, clean-up costs, or any other failure to comply with this Policy) once the key(s) is/are returned and the building and the premises have been properly inspected. Nothing in this provision shall be construed to prohibit the Band from assessing charges or fees in excess of the deposit amount.
- c) Deposits will be returned if the reservation is cancelled within 72 hours prior to the scheduled use of the facility. Deposits may not be returned if the reservation is cancelled less than 72 hours prior to the scheduled use of the facility.
- d) Pokagon Band of Potawatomi Indians Tribal Council may elect to waive deposits for use of Tribal facilities if they determine that the Tribe is receiving fair value by allowing the use of its facilities.
- e) The Pokagon Band reserves the right to increase or decrease the amount of deposit required for use of any Facility, or multiple facilities, by any citizen at the Band's sole discretion.

7) Regulations for Use of Space

- a) Licensee shall comply with all applicable laws of the United States and the State of Michigan and all Pokagon Band of Potawatomi Indians laws, rules,

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policies and regulations. All persons in and on the property shall comply with official signs of a prohibitory or directory nature, and with the directions of security force personnel or other authorized individuals. Pokagon Band of Potawatomi Indians has the right to have persons violating any provisions removed from the premises and to prosecute any and all violators to the fullest extent of the law.

- b) Licensee shall not engage in or permit disorderly conduct, excessive noise, the obstruction of entrances, foyers, corridors, offices, elevators, stairways, and parking lots, or otherwise impede or disturb public employees in the performance of their duties or the general public in transacting business.
- c) Adults attending events on Pokagon Band of Potawatomi Indians premises must keep their children with them at all times.
- d) Soliciting donations, contributions, or collecting private debts on Tribal premises is prohibited, unless approved by the Official. Commercial soliciting and vending and displaying or distributing commercial advertising on Tribal premises are prohibited, except when in conjunction with an event approved by the Official.
- e) Depositing or posting handbills, flyers, pamphlets, signs, posters, placards, or other literature, except Governmental notices and announcements on the grounds, walks, driveways, parking and maneuvering areas, exteriors of buildings, and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window ledges, or furnishings in interior public areas on Tribal premises is prohibited, unless approved by the Official.
- f) Hanging decorations on the grounds, walks, driveways, parking and maneuvering areas, exteriors of buildings, and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window ledges, or furnishings in interior public areas on Tribal premises which could damage the building in any way is prohibited unless written request is made and specifically approved in writing by the Official.
- g) During all activities and events, the Official and/or their designated representative may be assigned to supervise the event and/or facility. This employee is not responsible for performing any personal services in conjunction with any activity or event. The Official and/or their designated representatives from Pokagon Band of Potawatomi Indians have the right to enter any portion of the room for any purpose whatsoever any time during the scheduled event or activity. At all times the room shall be under the charge and control of the appropriate Pokagon Band of Potawatomi Indians Official and/or their designee.
- h) All groups must establish a primary point of contact at their event.

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- i) The licensee shall be responsible for securing any permits or approvals required in connection with the event.
- j) Licensee shall not admit to the facility a larger number of persons than is permitted by the Tribe or occupancy permit.
- k) Licensee shall not place any additional locks on doors. The keys to all facilities shall remain in the possession of the Official and exits shall be locked and unlocked by an employee of Pokagon Band of Potawatomi Indians in accordance with the time set forth in the agreement unless other arrangements are made and confirmed in writing.
- l) Licensee shall not permit smoking in the facility or on associated grounds except in designated smoking areas, drug use, or alcoholic beverages in any Tribal facility or on associated grounds is strictly prohibited..
- m) Licensee shall not use or permit the facility to be used for sleeping or lodging purposes unless pre approved by the Official.
- n) Licensee will assure that persons attending the scheduled activity do not enter any of the offices, store rooms, mechanical & technology rooms or any other staff areas not meant for public use in the facility.
- o) Stages and tents are allowed on the grounds only with pre approval of the location by the Official.
- p) Vehicles are not allowed on lawns, planted areas, sidewalks or walkways of Tribal property.
- q) No Pets are allowed inside Pokagon Band of Potawatomi Indians facilities, with the exception of disability assistance dogs on a leash, no longer than 6 feet in length, at all times. .
- r) If an emergency happens the licensee will immediately dial 911, contact appropriate emergency services, evacuate the building if appropriate, and notify both the main point of contact and the Pokagon Band of Potawatomi Indians Official. If the representative is not able to be contacted then the licensee will call: POLICE CELL PHONE NUMBER ON DUTY (Posted)

8) Furniture / Equipment

- a) Tables and chairs are available on a limited basis and use must be pre approved by the official.

- b) Furniture and other equipment may not be removed from rooms, placed outdoors, or removed from the property without pre approval of the Official.
- c) If licensee wishes to bring in additional furniture or equipment it must be delivered/picked up at the facility only during a scheduled time, as approved by Official. Licensee is directly responsible for any damage to facility or grounds, caused by any person arranged to provide furniture, equipment or services.
- c) Video, sound, or projection equipment may be available for use. Use must be prearranged in advance of the event, with Official. Licensee is responsible for safe operation and return of all equipment.
- d) Some facilities have limited kitchen access. Kitchen tools, small appliances, and utensils are not available for use. Kitchens must be left in the same condition or better, as they were before the event.

9) Supplies, Set-Up, Clean –Up, Security

- a) Licensee is solely responsible to obtain all supplies needed for the event.
- b) Licensee is solely responsible for set-up, clean-up, and removal of all trash, garbage, food, decorations, etc. from the premises at the conclusion of the event. Unless otherwise arranged with the Official.
- c) The Licensee is solely responsible for leaving the Facility exactly “as found” which shall include, but be not limited to, returning all tables and chairs to the areas in which they were found, cleaning and maintaining all kitchen equipment and fixtures in accordance with all written guidelines, but in any event at least in “as found” condition.
- d) The Licensee is solely responsible for ensuring that all windows and doors are locked and that all appliances are turned off in the Facility.
- e) If the Licensee does not adequately clean the Facility premises to its “as found” condition, the Licensee shall be assessed a clean-up fee, which the Licensee shall forfeit to the Band from Licensee’s Deposit.

10) Facility Key

- a) Licensee shall return the Key to the Facility within one (1) business day following the event to the Official.
- b) Copying of the Facility key is strictly prohibited.

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11) Penalties

- a) In the event Licensee does not pay the total amount of charges assessed for the use of a Facility, the Band may use any and all available legal processes to collect the debt. Additionally, any failure by the Licensee to pay all fees and charges may result in the Licensee being barred from any future use of Pokagon Band Facilities and being restricted from any discretionary Pokagon Band benefits or services until the debt is satisfied.

12) No Waiver of Sovereign Immunity

Nothing in this policy shall be construed as a waiver of the Sovereign Immunity of the Pokagon Band of Potawatomi Indians.