

POKAGON BAND OF POTAWATOMI INDIANS PROPERTIES USE POLICY

1. PURPOSE.

The purpose of this Policy is:

- (a) To ensure that the Properties are available for Official Use;
- (b) To state the persons who are eligible to use the Properties for Private Use;
- (c) To state the application process and the rules and requirements governing Private Use of the Properties.

2. SCOPE.

- (a) This Policy governs all Private Use of the Properties.
- (b) This Policy does not apply to Official Use of the Properties.

3. DEFINITIONS.

- (a) “Administration Building” means the Band’s main administration building located within the Band’s Rodgers Lake property.
- (b) “Agreement” or “Application” means the Properties Use Application and Agreement attached as Appendix A.
- (c) “Applicant” means the person or entity identified as the applicant on an Application.
- (d) “Band” means the Pokagon Band of Potawatomi Indians, including any department of the Band or any entity which is wholly owned by the Band.
- (e) “Camper” means any person listed as a camper on the Application.
- (f) “Campground” means the cabins, camp sites, bath houses and other areas of the campground located within the Band’s Rodgers Lake property.
- (g) “Citizen” means a duly enrolled member of the Band who is at least eighteen (18) years of age.

- (h) “Community Center” means the Band’s Community Center located at 27043 Potawatomi Trail, Dowagiac, MI 49047.
- (i) “Community Center Main Room” means the main room of the Community Center, along with any furnishings, fixtures and equipment.
- (j) “Community Center Kitchen” means the kitchen located at the Community Center, along with any furnishings, fixtures and equipment, including cookware, cutlery, utensils and dishes.
- (k) “Community Center Patio” means the patio located at the Community Center, along with any furnishings, fixtures and equipment.
- (l) “Community Center Large Conference Room” means the large conference room located at the Community Center, along with any furnishings, fixtures and equipment.
- (m) “Community Center Lounge” means the lounge located at the Community Center, along with any furnishings, fixtures and equipment.
- (n) “Community Center Small Conference Room” means the small conference room located at the Community Center, along with any furnishings, fixtures and equipment.
- (o) “Deposit” means any payment which must be submitted with an Application, the amount of which may be adjusted by the Government Manager from time-to-time.
- (p) “Elders Hall Main Room” means main room of the Band’s Elders Hall located at 53237 Townhall Road, Dowagiac, MI 49047, along with any furnishings, fixtures and equipment, but excluding the kitchen.
- (p) “Facilities” means the following facilities, or areas of facilities, owned by the Band:
 - (A) Community Center Main Room;
 - (B) Community Center Kitchen;
 - (C) Community Center Large Conference Room;

- (D) Community Center Lounge;
 - (E) Community Center Patio;
 - (F) Community Center Small Conference Room;
 - (G) Elders Hall Main Room;
 - (H) Pavilion; and
 - (I) Pavilion Kitchen.
- (q) “Government Manager” means the Band’s Government Manager.
 - (r) “Guest” means any guest or invitee, or any other who enters the subject Premises with the consent of the Licensee or any Camper between the start time and end time covered by the Application.
 - (s) “Licensee” means the person or entity identified as the licensee on a fully executed Agreement.
 - (t) “Non-Citizen” means any person or entity other than a Citizen.
 - (u) “Official” means any person(s) authorized by the Government Manager to administer this Policy.
 - (v) “Official Use” means use of the Properties for any event which is conducted, organized or sponsored by the Band.
 - (w) “Pavilion” means the outdoor area covered by a permanent canopy located within the Band’s Rodgers Lake property.
 - (x) “Pavilion Kitchen” means the kitchen attached to the Pavilion, along with all furnishings, fixtures and equipment, including cookware, cutlery, utensils and dishes.
 - (y) “Policy” means this Properties Use Policy.
 - (z) “Private Use” means any use of the Properties other than Official Use.
 - (aa) “Properties” means the Sports Complex, Facilities and Campground.

- (bb) “Safety Act” means the Band’s Child Safety Zone Act.
- (cc) “Sports Complex” means the basketball court, softball field, volleyball court, horseshoe pits and the shelter located adjacent to the horseshoe pits located within the Band’s Rodgers Lake property.
- (dd) “Spouse” means any person married to, or recognized as being married to, a Citizen under the Band’s Marriage Code.

4. PRIORITY OF USE.

- (a) The Band will accept reservations for Private Use of the Properties by Citizens and Spouses on a first-come-first-served basis, which shall be determined based upon the date and time that a completed Application and Deposit are received by the Band.
- (b) The Band may accept reservations for Private Use of the Properties by Non-Citizens, if the Band, in its sole discretion, determines that the Private Use by Non-Citizens will advance or promote a public or Band program, interest or goal.
- (c) Notwithstanding Subparagraphs 4(a) or 4(b), if the Band seeks to use the Properties for Official Use, then the Band retains the right to cancel any reservation for any Private Use of the Properties and to terminate any Agreement with a Citizen, Spouse or Non-Citizen without liability or recourse, subject however, to appeal to the Government Manager under Subparagraph 6(f) of this Policy. The Official will endeavor to provide an Applicant with notice of any cancellation or termination promptly after any such decision is made.
- (d) Notwithstanding Subparagraphs 4(a) or 4(b), if the Band, in its sole discretion, determines that any Private Use by Non-Citizens will advance or promote a public or Band program, interest or goal, then the Band retains the right to cancel any other reservation for Private Use of the Properties and to terminate any Agreement with a Citizen, Spouse or Non-Citizen without liability or recourse, subject however, to appeal to the Government Manager under Subparagraph 6(f) of this Policy. The Official will endeavor to provide an Applicant with notice of any cancellation or termination promptly after any such decision is made.

- (e) The Official will cause an up-to-date calendar to be maintained to track all reservations and Agreements relating to use of the Properties.

5. USE LIMITS

- (a) The Official will not accept reservations for Private Use of the Properties, or permit a Licensee to use the same Properties under an Agreement:
 - (A) For more than seven (7) consecutive days; or
 - (B) Unless a minimum of four (4) days have passed since the date of last use under an Agreement.
- (b) In addition to the above limitations, the Official may deny an Application if the Official reasonably concludes that the frequency of the Applicant's use of the Properties for Private Use has, or will, deny a fair opportunity for Citizens and Spouses to use the Properties for Private Use.

6. APPLICATION.

- (a) Any person who seeks to use the Properties for Private Use must:
 - (A) Complete, sign and return an Application;
 - (B) Complete, sign and return the Acknowledgement of National Sex Offender Registry Check Form for the Applicant;
 - (C) Upon request, provide a Band enrollment card if a Citizen or proof of marriage to a Citizen if a Spouse; and
 - (D) Pay in full any Deposit.
- (b) Copies of the Applications and Agreement and this Policy may be obtained by:
 - (A) Visiting the front desk of the Administration Building;
 - (B) Calling 269-782-8998; or

- (C) Accessing the Band's website.
- (c) Applications will not be accepted more than:
 - (A) Three (3) months in advance of the date on which a person seeks to use the Sports Complex; and
 - (B) Twelve (12) months in advance of the date on which a person seeks to use the Facilities or Campground.
- (d) The person who signs the Application shall be the point of contact with the Official, unless the Licensee delivers to the Official written notice designating another person to serve as the point of contact.

7. ELIGIBILITY.

- (a) An Applicant must be at least eighteen (18) years of age.
- (b) Any Licensee who failed to comply with an Agreement shall not be eligible to submit an Application to use the Properties for Private Use for one (1) year from the date of such non-compliance.
- (c) Any person who is ineligible to enter the subject Properties under Band Law shall not be eligible to use the Properties for Private Use.
- (d) The Official will cause a National Sex Offender Registry check to be conducted by the Band's Department of Human Resources to confirm whether the Applicant is a sex offender.
- (e) The Official shall reject an Application if:
 - (A) The Application is incomplete;
 - (B) The Applicant is not eligible to use the subject Properties for Private Use;
 - (C) Any Deposit was not paid in full at the time the Application is submitted; or
 - (D) The use time limits in Section 5 of this Policy apply.

- (f) The Official shall inform each Applicant, either verbally or in writing, of the Official's decision to approve or deny an Application.
- (g) An Applicant may appeal any decision of the Official to the Government Manager, but the appeal must be submitted to the Government Manager in writing within two (2) business days of the Applicant being notified of the decision which the Applicant seeks appeal.
 - (A) The Government Manager shall promptly review and render a decision on any appeal.
 - (B) All decisions of the Government Manager on the appeal shall be final and not subject to further appeal.

8. PERMIT

- (a) An Application which has been signed by the Official shall serve as the permit to use the subject Properties, subject to the limitations of this Policy and the Agreement.
- (b) While using the Campground, the Licensee shall display the permit in the windshield of a vehicle.
- (c) While using the Sports Complex or Facilities, the Licensee shall possess and, exhibit upon the demand of the Band, the permit.

9. DEPOSIT AND FEES.

- (a) Any required Deposit must be paid in full when an Application is submitted.
- (b) Subject to the provisions of the Agreement, the Official shall refund the Deposit upon expiration or termination of the Agreement.
- (c) Any refund of the Deposit shall be returned to the Applicant within fourteen (14) calendar days either through hand delivery or mailing to the address stated on the Application, as determined by the Official.
- (d) The Band retains the right to subtract from any refund of the Deposit any charges, fees and expenses arising from any breach of the Agreement by Applicant.

- (e) Nothing in this Policy shall prohibit the Band from assessing any charges, fees or expenses in excess of the Deposit.
- (f) The Government Manager may, from time-to-time, approve and amend a schedule of Deposits for use of the Properties.
- (g) Except as otherwise provided in this Policy, for Private Use of the Properties by Citizens or Spouses, the Band will not charge an Application or use fee.
- (h) The Government Manager may, from time-to-time, approve and amend a schedule of fees for use of the Properties for Private Use by Non-Citizens, which may include Application fees or use fees, or both.

10. **AREA OF USE.**

- (a) The Agreement will identify the Properties which may be used under the Agreement.
- (b) The area of use includes areas of ingress and egress and any public restrooms located within the subject Properties.
- (c) The Licensee shall not use or enter and, shall ensure that no Camper or Guest uses or enters, any portion of the Properties not authorized under the Agreement or any other area which is closed to the public.

11. **INSPECTION.**

- (a) The Licensee shall:
 - (A) Prior to any use of the Properties for Private Use, inspect all portions of the Properties which may be used or accessed under the Agreement for any damage, defect or condition of any nature that appears hazardous to life, health or safety;
 - (B) Immediately notify all Campers, Guests and the Official of any damage, defect or condition of any nature that appears hazardous to life, health or safety; and
 - (C) Not use and, ensure that no Camper or Guest uses, the Properties if any damage, defect or condition of any nature appears hazardous to life, health or safety.

- (b) Band employees and representatives have the right, but not the obligation, to enter the Properties at any time, with or without notice, for any lawful purpose whatsoever, including without limitation, to inspect the Properties and monitor compliance with this Policy.

12. **RULES.**

- (a) The Licensee shall:
 - (A) Keep Properties clean and properly dispose of all trash attributable to Licensee or any Camper or Guest in a proper, sanitary and safe manner;
 - (B) Not destroy, deface, damage, harm, remove, sell or transfer any part of the Properties or any other Band property of any nature;
 - (C) Not impede, disturb or otherwise interfere with any Band representatives in the performance of their duties;
 - (D) Comply with all lawful directives from Band personnel, including without limitation, the Official or any law enforcement or security officer;
 - (E) Not engage in any conduct that causes a breach of the peace, a nuisance or threatens the health or safety or the right to peaceful enjoyment of the Properties or any adjacent Band areas or facilities of any other person;
 - (F) Not engage in any criminal activity within Band land, including without limitation, the Properties or any adjacent Band areas or facilities;
 - (G) Comply fully with all applicable federal and state laws and with all Band laws, rules, regulations, polices, and procedures, including without limitation, this Policy;
 - (H) Not knowingly assist or permit any sex offender to violate the Safety Act, including by entering the Properties if prohibited;
 - (I) Report any violation of the Safety Act immediately to the Band Police;

- (J) Properly secure and account for, at all times, any personal property of Licensee and all Campers and Guests;
- (K) Ensure that all children of Licensee and all Campers and Guests are properly supervised and accounted for at all times while within the Properties and any adjacent Band areas or facilities;
- (L) Not sell or promote any product or service or solicit any donations or contributions within the Properties or any adjacent Band areas or facilities, unless authorized by the Official;
- (M) Not hang or affix any signs, flyers, pamphlets, posters, other literature or decorations within the Properties or any adjacent Band areas or facilities, unless authorized by the Official;
- (N) Secure any permits or approvals required in connection with any activities occurring within the Properties;
- (O) Not smoke within the Properties or any adjacent Band areas or facilities, except in designated smoking areas;
- (P) Not possess or use any fireworks, explosives or hazardous material within the Properties or any adjacent Band areas or facilities;
- (Q) Not possess or use any illegal drug or alcohol within the Properties or any adjacent Band areas or facilities;
- (R) Park all vehicles solely in parking lots or designated parking spaces and not on any lawn, planted area or walkway;
- (S) Not permit any pets to enter the Properties or any adjacent areas, with the exception of disability assistance dogs;
- (T) Promptly clean up and dispose of any waste from any disability assistance dog;
- (U) Not move any equipment or furniture located within the Properties or any adjacent areas without the prior approval of the Official;

- (V) Not bring any furniture or similar items, excluding camping equipment to a camp site, to the Properties or any adjacent Band areas or facilities without the prior approval of the Official; and
- (W) Not make any alterations to the Properties without the prior approval of the Official;
- (X) Be solely responsible for proper set-up and tear-down of any tables and chairs, including proper storage;
- (Y) Use any furnishings and equipment only for the intended purposes in accordance with manufacturers' guidelines, all applicable laws and this Policy;
- (Z) Ensure that any equipment is operated solely by persons who possess the training, skill and experience necessary to safely and properly operate the equipment in accordance with manufacturers' guidelines, all applicable laws and this Policy;
- (AA) Leave the Properties and adjacent Band areas and facilities in exactly the same condition as found, excepting reasonable wear and tear, including without limitation, ensuring that the Properties and all equipment have been thoroughly and properly cleaned;
- (BB) Ensure that the Properties are used exclusively for the purpose(s) described in the Application, unless the Official authorizes another use;
- (CC) Comply with all occupancy limits under Applicable Law;
- (DD) Ensure that no person other than a Camper listed on the Application occupies a cabin or campsite overnight without the prior approval of the Official;
- (EE) Take appropriate safety measures promptly, as applicable, upon the occurrence of any emergency at the Properties, including without limitation, calling 911 if appropriate; and
- (FF) Relinquish possession of and vacate the Properties immediately upon termination of the Agreement, whether with or without cause.

- (b) The Licensee shall ensure that all Campers and Guests comply fully with all rules and standards of conduct set forth in this Policy, including without limitation, this Paragraph 12. Any violation of any such rule or standard of conduct by any Camper or Guest shall be deemed a violation by the Licensee for which Licensee shall be liable.

13. **KEYS.**

- (a) A key/FOB may be required to access the Facilities and Campground cabins. The Licensee must personally pickup and return all keys/FOBs.
- (b) Keys/FOBs may be picked up the day before the scheduled use at the front desk of the Administration Building.
- (c) The Licensee is responsible for controlling access to the subject Facilities, including taking reasonable steps to ensure that unauthorized persons do not access or remain at the Properties.
- (d) The Licensee is responsible for any damage or loss of any nature whatsoever caused by Licensee or any Camper or Guest to the Properties or any furnishings, fixtures and equipment and arising in connection with any noncompliance or violation of this Policy.
- (e) The Licensee is solely responsible for the security of the keys/FOBs and shall ensure that:
 - (A) The keys/FOBs are not copied or reproduced in any way;
 - (B) No locks are altered or changed; and
 - (C) No additional locks are placed on the Properties.
- (f) Before leaving the subject Facilities or any Campground cabin, the Licensee shall ensure that:
 - (A) No unauthorized persons remain;
 - (B) All equipment has been properly turned off; and
 - (C) All windows and doors have been properly locked.

- (g) All keys/FOBs shall be returned by:
 - (A) Delivering the keys/FOBs to the front desk of the Administration Building by no later than 5:00 P.M. the next business day after the end date stated on the Application; or
 - (B) For a Facility located within the Community Center, placing the keys/FOBs in the key box located outside the Community Center immediately following last use and informing the front desk of the Administration Building of such return.

14. **NO WAIVER.**

Nothing in this Policy is intended or shall be construed to waive the sovereign immunity of the Band or any of its officials, employees or representatives.

HISTORY

Properties Use Policy, approved March 2, 2015 by Res. No. 15-03-02-04