

POKAGON BAND OF POTAWATOMI INDIANS
Properties Use Application and Agreement

Applicant Information

Applicant's Name: _____ Band ID #: _____

Street Address: _____ Phone: _____

City: _____ State _____ Zip Code _____

Applicant is a: Citizen Spouse of Citizen Non-Citizen

Property Information

Applicant seeks to reserve, for the use of Applicant and Guests, the following Properties:

- Basketball Court Softball Field Volleyball Court Horseshoe Pits Sports Complex Shelter

- Community Center Main Room Community Center Kitchen Community Center Patio

- Community Center LG Conference Community Center Lounge Community Center SM Conference

- Elders Hall Main Room Pavilion Pavilion Kitchen Camp Site – Rodgers Lake

- Cabin - Rodgers Lake Camp Site – Mokthëwnak Cabin - Mokthëwnak Gage Street House

- Center of History and Culture LG Conference Center of History and Culture Workshop

Purpose of Use

Purpose(s) of Use: _____

If Applicant is a Non-Citizen, attach an explanation of how the event will advance or promote a public or Band program, interest or goal.

Date and Times

The date(s) and time(s) of the use as follows:

Start Date: _____ and Time: _____

End Date: _____ and Time: _____

Camper Information

For use of a campsite or cabin, the name(s) and age(s) of all Campers are as follows:

_____	_____
_____	_____
_____	_____

Attendee Information

For use of the sports complex or any facilities, state the approximate number of attendees: _____

1. Except as otherwise set forth in this Agreement, capitalized terms shall have the same meaning as set forth in the Properties Use Policy (“Policy”), which is incorporated into this Agreement. The below signatory Applicant (“Licensee”) acknowledges having received and read the Policy, including without limitation, **SECTION 12 RULES**. The Licensee accepts and agrees to be bound by this Agreement.
2. A \$100 deposit (“Deposit”) is required to reserve any Properties except a camp site. The Deposit will be refunded as set forth in the Policy. Licensee shall be responsible for all charges, expenses, and fees (including reasonable attorneys’ fees) arising from any breach of this Agreement, including without limitation, any failure by Licensee or any Camper or Guest to comply with the Policy.
3. Licensee acknowledges that the Band will conduct a National Sex Offender Registry check to confirm whether Licensee is a “Sex Offender” as defined in the Safety Act. Under the Safety Act, a “Sex Offender” is prohibited from entering certain areas, including without limitation, the Campground and Sports Complex, except in the limited circumstances stated in the Safety Act. Licensee shall not knowingly assist or permit a Sex Offender to violate the Safety Act and shall promptly report any violation to Band Police by calling (269) 782-2232.
4. The Participant acknowledges and agrees that: (a) using or occupying the Properties or any adjacent Band areas or facilities may involve certain dangers which may result in injury, bodily harm, disability, and death; (b) the Band cannot prevent Licensee and any Campers and Guests from being exposed to, contracting, or spreading the novel coronavirus, COVID-19 (“COVID”) in connection with any use or occupancy of the Properties or any adjacent Band areas or facilities; and (c) there may be other risks that are not known or reasonably foreseeable at this time (collectively, “Risks”). To the fullest extent permitted by law, the Licensee, on behalf of Licensee, and all Campers and Guests, and their respective personal representatives, successors, assigns, and heirs, accepts and solely assumes all Risks, and all responsibility for all losses, costs, expenses, and damages or any nature whatsoever, which are incurred, directly or indirectly, in connection with the Licensee and all Campers and Guests using or occupying the Properties or any adjacent Band areas or facilities.
5. To the fullest extent permitted by law, Licensee, on behalf of Licensee, and all Campers and Guests, and their respective personal representatives, successors, assigns, and heirs, hereby forever releases, waives, and covenants not to sue the Band and its officials, employees, volunteers and representatives (collectively, “Released Parties”) from any and all claims, actions, suits, damages, liabilities, costs, expenses, and fees of every nature whatsoever which arise, directly or indirectly, in connection with any use or occupancy of the Properties or any adjacent Band areas or facilities, including without limitation, Licensee and any Campers and Guests being exposed to, contracting, or spreading COVID.
6. To the fullest extent permitted by law, Licensee shall indemnify and hold the Released Parties harmless from and against any and all damages, liabilities, awards, settlements, costs, and fees, including without limitation, reasonable attorneys’ fees, litigation costs, damage awards, and settlement amounts, which arise, directly or indirectly, from any claims, actions or suits brought by Licensee or any Camper or Guest, or their respective personal representatives, successors,

assigns and heirs, in connection with any use or occupancy of the Properties or any adjacent Band areas or facilities, including without limitation, Licensee and any Campers and Guests being exposed to, contracting, or spreading COVID.

7. **Either party, including the Band through the Band Police, may terminate this Agreement with or without cause with notice to the other party. Notice of termination by the Band may be actual or constructive. Upon termination, the Licensee and any Camper and Guest shall immediately vacate the Properties.**
8. The remedies stated in this Agreement are cumulative and are in addition to all remedies provided by law or equity. Licensee shall not assign any right or delegate any obligation under this Agreement. All obligations under paragraphs 4-9 shall survive any termination of this Agreement.
9. Licensee consents to the personal jurisdiction of the Band's Tribal Court for any action arising in connection with this Agreement and waives all objections to said venue. The Band has not waived the sovereign immunity of any Released Party in connection with this Agreement.
10. Licensee acknowledges and agrees that: (a) this Agreement is legally binding and enforceable; (b) Licensee read this entire Agreement before signing; (c) Licensee had the opportunity to consult with an attorney regarding this Agreement; (d) Licensee entered into this Agreement voluntarily, without duress, and with full knowledge of the consequences; (e) this Agreement is intended to shield the Released Parties from liability.

This Agreement is effective upon signature by Licensee and the Official on behalf of the Band.

Applicant's Signature	Print Applicant's Name	Date
Official's Signature	Date	

IMPORTANT: THE BAND MAY TERMINATE THIS AGREEMENT WITH OR WITHOUT CAUSE UPON NOTICE TO THE OTHER PARTY, INCLUDING IF ANY PERSON REQUESTS TO USE THE PROPERTIES IN CONNECTION WITH THE FUNERAL OF A CITIZEN OR SPOUSE, INCLUDING TO GATHER FOR A MEAL.

For Official Use Only

Application and Deposit received by: _____, on _____

Properties approved: _____ Camp Site # _____

Check request for return of Deposit submitted by: _____, on _____

Key/FOB # or ID _____ issued by: _____, on _____

Key/FOB returned on _____ by: hand delivery or key box

Current July 15, 2024
