



Policy: Jijak Camp Usage	Policy Number:
Section:	Responsible Official: Public Works Director
References:	Policy Type: Governmental
Approval Date: Date Revised:	Tribal Administrator Signature:

**PURPOSE:** To ensure that the Jijak Camp shall be used in a manner that represents the Tribe’s mission and in accordance with all rules and regulations set forth by the Gun Lake Tribe.

**I. POLICY**

It is the policy of the Gun Lake Tribe to ensure that the Jijak Camp is available for use by Tribal Citizens, General Public and Governmental Programs, in a safe and proper manner.

**II. SCOPE**

This policy applies to the use of the Jijak Camp and those entities who are using the property.

**III. AUTHORITY**

The Tribal Administrator’s office has the responsibility for management and enforcement of this policy in collaboration with the Public Works Department.

**IV. DEFINITIONS**

- A. Administration Building - the GLT’s main administration building located within the GLT’s Government Campus.
- B. Agreement or Application - the Properties Use Application and Agreement attached as Appendix A.
- C. Applicant - the person or entity identified as the applicant on an Application.
- D. Camp Jijak - the camp property, owned by the Gun Lake Tribe, located at 2558 20<sup>th</sup> Street, Hopkins, Michigan 49328.
- E. Camper - any person listed as a camper on the Application.
- F. Campground - the cabins, camp sites, bath houses and other areas of the campground located within the GLT’s Camp Jijak property.
- G. Citizen - a duly enrolled member of the GLT who is at least eighteen (18) years of age.
- H. Deposit - means any payment which must be submitted with an Application, the amount of which may be adjusted by the Tribal Administrator from time-to-time.
- I. Facilities - the following facilities, or areas of facilities, owned by the GLT. Along with any furnishings, fixtures, and equipment, including (if applicable) cookware, cutlery, utensils and dishes.

1. Jijak Camp
  - a) Baseball Field
  - b) Beach and Boats
  - c) Cabins (#1 - #9)
  - d) Dining Hall
  - e) Kitchen
  - f) Playground
  - g) Primitive Camping
  - h) Recreation Building
  - i) Basketball Court

- J. GLT - means the Gun Lake Tribe, including any department of the GLT or any entity which is wholly owned by the GLT.
- K. 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.
- L. Licensee - the person or entity identified as the licensee on a fully executed Agreement.
- M. Non-Citizen - any person or entity other than a Citizen or Spouse of the GLT.
- N. Official - any person(s) authorized by the Tribal Administrator to administer this policy.
- O. Official Use - use of the Properties for any event which is conducted, organized or sponsored by the GLT.
- P. Policy - this Properties Use Policy.
- Q. Private Use - any use of the properties other than Official Use.
- R. Properties - the Jijak Campgrounds.
- S. Public Works Building - GLT's Public Works building located within the GLT's Government Campus.
- T. Spouse - means any person married to, or recognized as being married to, a Citizen.
- U. Tribal Administrator - the GLT's Tribal Administrator.

## V. PRIORITY OF USE

- A. The GLT 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 GLT.
- B. If the GLT seeks to use the properties for official use, then the GLT retains the right to cancel any reservation for any private use of the properties and to terminate any agreement with any applicant without liability or recourse, subject however, to appeal to the Tribal Administrator under Subparagraph VII (F) of this Policy.
- C. If the GLT determines that any private use by Non-Citizens will advance or promote a public or GLT program, interest or goal, then the GLT retains the right to cancel any reservation for any private use of the properties and to terminate any agreement without liability or recourse, subject however, to appeal to the Tribal Administrator under Subparagraph VII (F) of this Policy.
- D. The official or designee will maintain an up-to-date calendar to monitor all reservations.
- E. The official or designee will maintain up to date files including agreements relating to use of the properties.
- F. The official will endeavor to provide an applicant with notice of any cancellation or termination promptly after any decision is made.

## VI. USE LIMITS

- A. The official will accept reservations for private use of the properties, or permit a licensee to use the same properties under agreement:
  - 1. For no more than seven (7) consecutive days; or
  - 2. 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.

## VII. APPLICATION

- A. Any person who seeks to use the Jijak Camp for Private Use must:
  - 1. Complete, sign and return Reservation Request Application;
  - 2. Complete, sign and return the Acknowledgement of National Sex Offender Registry Check Form for the Applicant;
  - 3. Upon request, provide a GLT enrollment card if a Citizen or proof of marriage to a Citizen if a Spouse; and
  - 4. Pay in full any Deposit
- B. Copies of the Applications and Agreement and this Policy may be obtained by:
  - 1. Visiting the front desk of the Administration Building;
  - 2. Calling 269-397-1780; or
  - 3. Accessing the GLT website
- C. Applications will not be accepted more than:
  - 1. Six (6) months in advance of the date on which the person seeks to use the Properties; and
- 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.

## VIII. ELIGIBILITY

- A. An applicant must be at least eighteen (18) years of age, regardless of Tribal affiliation.
- 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 GLT Law shall not be eligible to use the properties for private use.
- D. The official shall reject an application if:
  - 1. It is incomplete;
  - 2. The applicant is not eligible to use the properties for private use;
  - 3. Any deposit was not paid in full at the time the application is submitted; or
  - 4. The use time limits in Section VII of this Policy apply.
- E. The official shall inform each applicant, in writing, of their decision to approve or deny an application.
- F. An applicant may appeal any decision of the official to the Tribal Administrator.
  - 1. The appeal must be submitted, in writing within two (2) business days of being notified of the decision.
  - 2. The Tribal Administrator shall review and render a decision within five (5) business days on any appeal.
  - 3. All decisions of the Tribal Administrator on the appeal are final and not subject to further appeal.

IX. 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 facilities, the licensee shall possess and, exhibit upon the demand of the GLT, the permit.

X. DEPOSIT AND FEES

- A. Any required deposit must be paid in full when an application is submitted.
  - 1. There is a rental charge of \$50.00 for tribal citizens or for a tribal citizen's parent/legal guardian. However, \$25.00 of the rental fee will be returned to the event Lead Contact within seven (7) business days of the completion and approval of the Walk-through.
  - 2. There is a rental charge for non-citizens: Up to four (4) hours- \$250.00; between four (4) and six (6) hours- \$400.00; Over six (6) hours- \$600.00.
- 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 GLT retains the right to subtract from any refund from the deposit, any charges, fees and expenses arising from any breach of the agreement by the applicant.
- E. Nothing in this policy shall prohibit the GLT from assessing any charges, fees or expenses in excess of the deposit.
- F. An application fee and/or deposit may be waived for private use of the properties by Tribal Citizens or their spouses.
- G. The Tribal Administrator may, from time-to-time, approve and amend a schedule of fees and deposits applying to use of the properties for private use by Non-Citizens.

XI. AREA OF USE

- A. The Reservation Request Application will identify the properties and designated areas of use
- 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.

XII. INSPECTION

- A. The Licensee shall:
  - 1. 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;
  - 2. Immediately notify the official of any damage, defect or condition of any nature that appears hazardous to life, health or safety; and
  - 3. 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. GLT 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.

### XIII. KEYS

- A. A key may be required to access the facilities and campground cabins. The Licensee must personally pickup and return all keys
- B. Keys may be picked up by appointment at the Public Works 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 and shall ensure that:
  - 1. The keys are not copied or reproduced in any way;
  - 2. No locks are altered or changed; and
  - 3. No additional locks are placed on the properties.
- F. Before leaving the subject Facilities or any campground cabin, the licensee shall ensure that:
  - 1. No unauthorized persons remain;
  - 2. All equipment has been properly turned off; and
  - 3. All windows and doors have been properly locked.
- G. All keys shall be returned by:
  - 1. Delivering the keys to the front desk of the Public Works Building.
  - 2. If keys aren't returned, or are lost, this must be immediately reported to the official and the Public Works Department. Lost keys will result in the replacement of the cylinder and key set. The Licensee will be charged a replacement fee of \$150.00.

### XIV. RULES

Licensee shall comply by all established and posted camp rules.

### XV. NO WAIVER

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