



## HO-CHUNK NATION DEPARTMENT OF HOUSING

### Rental Agreement for Equipment

As a service to enrolled Ho-Chunk Nation Tribal Members, the Department of Housing has tents, tables and chairs available to rent for religious ceremonies and events.

**Terms and Conditions:**

- The application, rental agreement, and irrevocable per cap agreement must be completed in full and returned to the Department of Housing, **two weeks before the scheduled event.**
- The deposit, rental charges, and delivery charges must be paid in full seven days before delivery.
- **If the deposit, rental charges, and delivery charges are not paid in full seven days before delivery your application will be void.**
- The equipment being rented must be set up and used on a tribal member's property.
- The applicant or contact person must be present for delivery and pick-up and shall list all pre-existing damages or missing items on the delivery slip.
- The applicant shall provide 2 or more individuals to assist in the setting up and dismantling of the tent.
- If additional assistance is not on site within ½ hour of delivery, the tent will not be set up and the applicant shall forfeit half of the tent rental deposit.
- If assistance is not provided in dismantling the tent, the applicant shall forfeit half of their tent rental deposit.
- Requests are filled on a first come first serve basis.
- Tent Rental applications will not be accepted for deliveries beyond 100 miles.
- The Department of Housing shall file against the applicant's per capita for damages or missing items.
- **FUNERALS SHALL HAVE PRIORITY OVER ALL REQUESTS** and may cause cancellation or removal of the rented items. In these instances the applicant shall be entitled to a refund.

**Statement of Understanding and Agreement:**

The applicant agrees to release the Ho-Chunk Nation and Department of Housing from any liability for any injuries to persons or damage to property resulting from the use of the rented property.

Furthermore, the applicant, or his/her agent, agrees to be financially responsible for loss or damage to the rented property, normal wear excluded, and agrees to take full responsibility for the rented property while in his/her possession.

I, have read, understood, and agree to the terms and conditions of the agreement as stated above.

\_\_\_\_\_  
Applicant or Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

# HO-CHUNK NATION DEPARTMENT OF HOUSING

## APPLICATION FOR RENTAL OF EQUIPMENT

NAME OF APPLICANT: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 DELIVERY ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_ CELL: \_\_\_\_\_  
 \_\_\_\_\_  
 TYPE OF EVENT: \_\_\_\_\_ DATE(S) OF EVENT: \_\_\_\_\_

<b>If event is for religious purposes, name of religious leader conducting the event.</b>	
NAME: _____	
PHONE: _____	
CELL: _____	

DESCRIPTION	DAYS OF USE	QUANTITY	COST	TOTAL
TENT (30X60)			\$100 EA.	
TENT (20X40)			\$75 EA.	
HEATER			\$25 EA.	
CHAIRS			\$1 EA.	
*TABLES			\$5 EA.	
**LP TANKS 100lbs.			\$0.00	
LIGHTS			\$0.00	
<b>TOTAL RENTAL CHARGES:</b>				

DELIVERY & SET UP CHARGES	COST	TOTAL
DELIVERY CHARGE BEYOND 70 MILES	\$30.00	
TABLE AND/OR CHAIR DELIVERY & SET UP (Delivery charge if only chairs and/or tables are ordered)	\$50.00	
TENT DELIVERY & SET UP	\$100.00	

<b>TOTAL DELIVERY CHARGES:</b>		
<b>TOTAL RENTAL &amp; DELIVERY CHARGES:</b>		

TENT SIZE		EQUIPMENT DEPOSIT	DEPOSIT	TOTAL
<b>30 x 60</b>	<b>20 x 40</b>	TENT DEPOSIT	\$100.00	
* Fits approx. 16 tables comfortably and 20 at max.	* Fits approx. 8 tables comfortably and 10 at max.	HEATERS	\$25.00	
		LP TANKS	\$25.00	
		TOTAL DEPOSIT DUE:		
** Tank's initial fill will be provided by the Dept. Anything over will be the responsibility of the applicant.		<b>**DEPOSIT WILL BE REFUNDED IF 2 PEOPLE ASSIST WITH SET UP AND TEAR DOWN OF EQUIPMENT.</b>		

**DEPOSITS WILL BE RETURNED WITHIN 7-14 BUSINESS DAYS OF THE RENTAL DATE**

DELIVERY DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

PICK UP DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

APPLICANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

If you, the applicant, are not available for delivery, please provide a name of a person that will be available.

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

**IRREVOCABLE VOLUNTARY CONSENT  
FOR CLAIM AGAINST PER CAPITA**

WHEREAS, I, \_\_\_\_\_, am an enrolled Tribal Member of the Ho-Chunk Nation entitled to receipt of Per Capita Disbursements pursuant to the Nation's *Per Capita Distribution Ordinance* in Accordance with Section 11(b)(3) of the Indian Gaming Regulatory Act, 25 U.S.C. Section 2710(b)(3); and,

WHEREAS, the Ho-Chunk Nation has adopted the *Claims Against Per Capita Ordinance* for matters inclusive of debts owed to the Nation, at Section 103(a); and,

WHEREAS, I presently owe \$ \_\_\_\_\_ to the Ho-Chunk Nation Department of Housing.

I AGREE that it is my personal obligation to repay the monies due the Nation;

I HEREBY CONSENT to the filing of an administrative Claim Against Per Capita of my next (or) next and all future distribution(s) in the event that equipment is missing or damaged it is my obligation and shall continue until said charges are paid in full; and,

I AGREE that I will not obtain any loans from the Nation which would effect the distributions being paid to HCN Department of Housing until this debt is paid in full.

ANY MONIES remaining in my per capita distribution after this and all other legitimate claims against my per capita distribution shall be mailed directly to me at the address I provide to the Enrollment Department.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature, TRIBAL MEMBER

Signed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Notary Public, State of Wisconsin  
My Commission expires \_\_\_\_\_

439A00 / \_\_\_\_\_  
Tribal ID# / Social Security Number

\_\_\_\_\_  
Date Of Birth

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AS A RESULT OF AN AMOUNT DUE TO THE HO-CHUNK NATION BY THE TRIBAL MEMBER IDENTIFIED ABOVE, A CLAIM IN THE AMOUNT OF \$ \_\_\_\_\_ WILL BE AGAINST MY NEXT \_\_\_\_\_ PER CAPITA DISTRIBUTIONS STARTING ON \_\_\_\_\_ AND ENDING ON \_\_\_\_\_ ARE HEREBY IMPOSED.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DOH Representative \_\_\_\_\_  
(Print name)

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				

  

<b>Employer identification number</b>										
				-						

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.