




## HO-CHUNK NATION GUIDELINES

<b>Subject: Tent, Table and Chair Rental</b>	<b>Title: Equipment Rental Guidelines</b>
<b>Revision Number: DOH.ERNT.01</b>	<b>Effective Date: 05/31/2018</b>
<b>Approval Authority:</b> Executive Director of Housing	<b>Responsible Approval Authority Signature:</b> 

### 1.0 Statement:

- 1.1 These guidelines will establish a process for renting tents, tables and chairs to enrolled Ho-Chunk Nation members.

### 2.0 Guidelines Purpose:

- 2.1 The Department of Housing has tents, table and chairs available to rent on a first come first served basis for events and/or religious ceremonies as a service to Ho-Chunk Nation members.

### 3.0 Rationale and Background:

- 3.1 The rationale is the need to clearly outline; what equipment is available for rent, rental application requirements, and scheduling of equipment rental requests.

### 4.0 Guidelines: Ho-Chunk Nation Members can request to rent tents, tables and chairs from the Department of Housing for religious and non-religious events. The Department of Housing does **not** rent out heaters or generators for events and does **not** supply LP tanks or LP tank refills for events.

- 4.1 Applicants must be an enrolled member of the Ho-Chunk Nation, age 18 or older and provide proof of enrollment.
  - 4.1.1 Applicants must fill out and return the attached Equipment Rental Agreement Application, Irrevocable Percap Agreement and attach a copy of their homeowner's insurance declaration.
    - 4.1.1.1 Homeowner's insurance declaration and tent delivery address must match.
    - 4.1.1.2 If you are a renter, you must provide a letter from your landlord stating you have permission to have a tent set up on the property.
  - 4.1.2 Incomplete applications or applications missing attached documentation will not be processed.
  - 4.1.3 Payment in full must be received at least **fourteen days** prior to the scheduled event.
    - 4.1.3.1 If payment in full is not received fourteen days prior to the scheduled event, the tent delivery will not be scheduled and the application will be voided.
- 4.2 The equipment being rented must be set up and used on a tribal member's property.
  - 4.2.1 The applicant or contact person must be present for delivery and pick up.
  - 4.2.2 The applicant or contact person shall list all pre-existing damages or missing items on the delivery slip.



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- 4.2.3 The Department of Housing will file against the applicant's per cap for damages or missing items.
- 4.3 The applicant is responsible to contact digger's hotline prior to tent delivery. This should be done 7-10 days in advance of the event date.
  - 4.3.1 If the locate has not been completed, the tent will not be set up and the applicant's rental agreement will be voided.
  - 4.3.2 If the rental agreement is voided due to not having a diggers hotline locate completed, the applicant will receive a refund in 7-14 calendar days of the rental fees. Delivery fees will not be refunded when a locate is not completed prior to delivery.

### 5.0 Related Document(s):

- 5.1 Ho-Chunk Nation Department of Housing Establishment and Organization Act of 2001 1HCC § 7, amended June 5, 2017, page 3
- 5.2 Ho-Chunk Nation Employment Relations Act as amended May 23 2017, Page(s) 5

### 6.0 GUIDELINES History: These guidelines replace all previous Department of Housing Tent and/or Equipment Rental Policies.

Date: 05/31/18 Issued by the Executive Director Department of Housing



# HO-CHUNK NATION

## DEPARTMENT OF HOUSING

### EQUIPMENT RENTAL AGREEMENT APPLICATION

APPLICANT NAME: \_\_\_\_\_ TRIBAL ID: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_ DATE(s): \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_ PICK UP DATE: \_\_\_\_\_

DESCRIPTION	QUANTITY	COST	TOTAL
TENT 30X60 (fits 16 - 20tables)		\$ 100.00	\$ -
TENT 20X40 (fits 8 - 10tables)		\$ 75.00	\$ -
TABLES (fits up to 8 chairs)		\$ 5.00	\$ -
CHAIRS (EACH)		\$ 1.00	\$ -
<b>TOTAL RENTAL CHARGES</b>			<b>\$ -</b>

DELIVERY AND SET UP CHARGES	QUANTITY	COST	TOTAL
TENT DELIVERY AND SET UP (w/ tables and chairs)		\$ 100.00	\$ -
TENT DELIVERY AND SET UP (only)		\$ 75.00	\$ -
TABLE AND/OR CHAIR DELIVERY & SET UP (no tent)		\$ 50.00	\$ -
DELIVERY BEYOND 70 MILES		\$ 30.00	\$ -
<b>TOTAL DELIVERY CHARGES</b>			<b>\$ -</b>
<b>TOTAL AMOUNT DUE</b>			<b>\$ -</b>

*\* NO rental or delivery beyond 100 miles.*

*\* Funerals shall have priority over all requests*

**Statement of Understanding and Agreement:**

I understand that by signing this agreement, I waive all rights and claims against the Ho-Chunk Nation, the Department of Housing and it's employee's concerning delivery and set up of tent, tables and chairs. Futhermore, I, the applicant agree to be financially responsible for loss or damage to my personal property and land. I further agree to be financially responsible for the rented property, normal wear excluded, and agree to take full responsibility for the rented property while in my possession.

signature of applicant \_\_\_\_\_ date \_\_\_\_\_

signature of witness \_\_\_\_\_ date \_\_\_\_\_

FOR INTERNAL USE ONLY

APPROVED \_\_\_\_\_ PAYMENT RECEIVED IN FULL \_\_\_\_\_ PROCESSED BY \_\_\_\_\_

**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 \_\_\_\_\_, 2017.

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

Signed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2017

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

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

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

\*\*\*\*\*

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)