



Kashia Band of Pomo Indians of the Stewarts Point Rancheria

Rancheria Community Center Use Policy

The Kashia Band of Pomo Indians of the Stewarts Point Rancheria recognizes the need for guidelines for the use of the Tribally-owned Rancheria Community Center by Tribal Members and by Tribally-related organizations and sets forth policy as follows:

1) Facility Use (Policy)

- a) The Rancheria Community Center is the property of the Kashia Band of Pomo Indians of the Stewarts Point Rancheria. Kashia Tribal Council recognizes the desirability of having the Rancheria Community Center used as much as possible by Kashia Tribal Members. This Policy promotes the active use of the Rancheria Community Center while establishing priorities for use of the facilities and outlining procedures and guidelines. This Policy also sets reasonable rules and regulations for the use of the Facility. Kashia Tribal Members may use these facilities for private activities subject to the requirements and limitations stated in this Use Policy. In order to ensure that this property is properly cared for and protected, it shall only be made available for use subject to the conditions and requirements stated within.
- b) This section identifies priority classifications for use of the Rancheria Community Center.
 - a. Tribal Government Activities: any events related to the administration of the Kashia Tribal Government including, but not limited to, Tribal Council meetings, General Council meetings, Tribal Committee meetings, other public meetings and neighborhood meetings take first priority.
 - b. Community Activities for Elders, Youth and Health: Elder Programs such as meal programs or other activities, Youth Programs, and Health Programs, and related support groups take second priority.
 - c. Other Community Activities: approved community events such as classes, workshops, trainings, and community social events, are given third priority.
 - d. Tribal Member Use: use by Tribal Members for personal use such as wedding receptions, family gatherings, anniversaries, and other celebrations are given fourth priority.

- e. Use by Other Tribes: use by members of other Tribes for events that support a public purpose, benefit, service, training or interest to the Kashia Band of Pomo Indians of the Stewarts Point Rancheria Tribal Members that otherwise could not occur without the facility being available are given fifth priority.
 - f. Other Individuals, Groups or Organizations: the lowest priority is given to non-Tribal governmental, non-community member, non-Tribal Member activities, such as commercial or business organizations who wish to rent the Facility for an approved event.
- c) The Kashia Band of Pomo Indians of the Stewarts Point Rancheria (Licensor) has the right to refuse use of facilities to any group (Licensee) if the proposed event conflicts with the intended use of the building, is in conflict with established laws or policies, or is in conflict with any other confirmed reservation.
 - d) In such cases where groups have a written agreement with the Tribe that addresses use of the facility, specific rooms or spaces or exterior areas, the written agreement shall govern over this Policy.
 - e) All other lands are considered a Facility. Any other appropriate use and/or information requested may be deemed necessary and applicable by the Official (see Section 2, Definitions). The Official's decision is final.
 - f) Culturally appropriate activities are determined on a case by case basis. If unsure of cultural activity, you must immediately notify the Official and/or their designated representative.

2) Definitions

- a) ***“Tribal Member”*** means any enrolled member of the Kashia Band of Pomo Indians of the Stewarts Point Rancheria, or another Indian Tribe, who is at least 18 years of age on the date such person requests authorization to use a facility.
- b) ***“Spouse/Partner”*** means married/partnered to an enrolled Tribal Member of the Kashia Band of Pomo Indians of the Stewarts Point Rancheria.
- c) ***“Facility”*** means the Rancheria Community Center, its grounds, parking area, interior rooms, kitchen and great room and any other buildings as may be constructed on the site at a later date.
- d) ***“Rancheria Community Center”*** means the building located at 31455 Skaggs Springs Road, Stewarts Point, CA.
- e) ***“Day Activity”*** means any Private Activity, including cleanup time that commences at or after 8:00 a.m. and concludes by 5:00 p.m. of the day of the Activity, Monday through Friday, excluding Federal and Tribal holidays.

- f) **“Kitchen”** means any kitchen area, inside or outside the Facility, whether permanent or temporary, including its fixtures and equipment, with the exception of the cookware, cutlery, utensils, dishes and similar furnishings that are neither fixtures nor equipment.
- g) **“Night Activity”** means any Private Activity, including cleanup time commences at or after 5:00 p.m. and concludes by 8:00 p.m. of the day of the Activity, Monday through Friday, excluding Federal and Tribal holidays.
- h) **“Licensee”** means the individual and/or group making application to use a Tribal facility or site per Attachment A.
- i) **“Licensor”** means the Official, per the Policy, for approving usage of a facility.
- j) **“Official Activity”** means those activities occurring at the Facility that are conducted, authorized, or sanctioned by the Kashia Band of Pomo Indians government other than by this Policy. Solely for purposes of this Policy, the term “Official Activity” shall be considered to include Kashia Band of Pomo Indians spiritual activities, which are those activities conducted primarily by or for the Kashia citizens and whose main purpose is spiritual or religious in nature.
- k) **“Official”** shall be the person/persons appointed by the Tribal Council as the approving official under this Policy. Furthermore, any decision of the official may be appealed to the Tribal Council as long as the appeal is at least 48 hours in advance of the event and/or usage of the Facility.
- l) **“Patio”** means the outdoor concrete area behind and attached to the Community Center as well as the covered outdoor area adjacent to the indoor kitchen and any covered or uncovered picnic areas that may be constructed in the future.
- m) **“Private Activity”** means any activity, function, meeting or other use of the Facility other than Official Activities that is authorized by this Policy.

3) Reservations

- a) Reservations for use of the Facility or any part of the Facility will be accepted on a first come-first serve basis, subject to the priorities listed in section 1.B.a. of this Policy.
- b) No single group or individual shall be given preference or priority so that the buildings are made available to serve the needs of as many different groups as possible. Equal access shall be given to all groups and individuals applying, and no group or individual shall be denied access because of considerations of race, sex, religious or political persuasion, or because of the political, religious, or social aims expressed by an individual or group, or by any group’s members.
- c) The frequency with which one group may utilize the Facility is at the discretion of the Official. The Official may limit the number of dates an individual or group may reserve in advance to ensure that one group does not dominate use of a part of or all of the Facility.

- d) The Official retains the right to refuse requests for use of non-departmental space or to cancel reservations before or while they are in effect if these regulations are not complied with, or if the space requested is needed for governmental functions.
- e) Reservations are not accepted more than 12 (twelve) months in advance of the scheduled event.
- f) Bookings cannot be issued for more than 7 (seven) consecutive days and cannot be issued consecutively without a 4 (four) day separation.
- g) The Kashia Band of Pomo Indians reserves the right to cancel any activities or events in the case of natural disaster, Act of God, etc.

4) Application Process

- a) Applications and copies of the Kashia Band of Pomo Indians of the Stewarts Point Rancheria Community Center Use Policy will be available at the Facility as well as on the Kashia website.
- b) Applications must be completed in full, signed, and returned with any necessary fees/release of liability forms. Applications are not valid until all fees are paid.
- c) Applicants must be at least 18 years of age and an enrolled Tribal Member.

5) Liability, Damages to Person and Property

- a) Any group using a Kashia Band of Pomo Indians Facility shall be required to execute a release of liability for negligence or any damages caused to the user or its property during the time of the event or use of the Facility.
- b) Outside (non-Tribal) organizations, groups or individuals using the Rancheria Community Center may be required to provide a Certificate of Insurance as proof of liability coverage.
- c) Licensee is not allowed to assign their reserved time at a Facility to another party unless written permission is given by the Kashia Band of Pomo Indians Official.
- d) The Kashia Band of Pomo Indians is NOT liable for any personal injury or property damage caused to a Tribal Member authorized to use the Facility, the Tribal Member's guests, and any other person using or occupying the Facility during a Private Activity. The Tribal Member authorized to use the Facility shall provide all guests and other persons in or on the Facility property during the Private Activity with notice of this disclaimer in the invitation to the Private Activity or by posting a notice of the disclaimer in a conspicuous place in the Facility during the Private Activity.
- e) A Tribal Member seeking to use the Facility may, upon request, inspect the Facility in advance of the scheduled Private Activity for the purpose of identifying any damage, malfunction, or other deficiency regarding the condition of the Facility. Any damage, malfunction or deficiency shall be clearly identified by the Tribal Member in writing and delivered in advance of the Private Activity to the Official. The Tribal Member shall be responsible to maintain the condition of the Facility

throughout the Tribal Member's possession of the Facility. The Tribal Member shall relinquish possession of the Facility at the conclusion of the Private Activity in accordance with the requirements of the Policy and in the same condition in which it was received.

- f) The Tribal Member is responsible for all clean-up, repair, and replacement cost incurred as a result of any damage, harm, loss or improper maintenance of the Facility during the Tribal Member's possession of the Facility. The Tribal Member shall be responsible for all damaged and stolen property occurring at the Facility until such time as possession of the Facility is returned to the Kashia Band of Pomo Indians by vacating the Facility and delivering all keys and other property to the Official.

6) Deposits

- a) Cleaning/damage deposits range from \$50 to \$100 and vary by use all or part of the Facility.
- b) Deposits may be refunded 14 (fourteen) days after the scheduled use of the facility. It will be mailed to the individual who made the reservation. A full refund will be given (minus any charges or fees assessed, repairs, replacement, clean-up costs, or any other failure to comply with this Policy) once the key(s) is/are returned and the building and the premises have been properly inspected. Nothing in this provision shall be construed to prohibit the Kashia Band of Pomo Indians from assessing charges or fees in excess of the deposit amount.
- c) Deposits shall be returned if the reservation is cancelled within 72 (seventy-two) hours prior to the scheduled use of the Facility. Deposits may not be returned if the reservation is cancelled less than 72 hours prior to the scheduled use of the Facility.
- d) Kashia Band of Pomo Indians Tribal Council may elect to waive deposits for use of Tribal facilities if they determine that the Tribe is receiving fair value by allowing the use of its facilities.
- e) The Kashia Band of Pomo Indians reserves the right to increase or decrease the amount of deposit required for use of the Facility, or multiple facilities, by any Tribal Member at Kashia's sole discretion.

7) Regulations for Use of Space

- a) Hours of use are 8:00 a.m. to 8:00 p.m., Monday through Friday, excluding Federal and Tribal holidays, unless prior approval in writing is provided by the Official and/or the Tribal Council.
- b) Licensee shall comply with all applicable laws of the United States and the State of California, and all Kashia Band of Pomo Indians laws, rules, policies and regulations. All persons in and on the property shall comply with official signs of a prohibitory or directory nature, and with the directions of security force personnel or other authorized individuals.
- c) **Smoking, drug use or consumption of alcoholic beverages in any Tribal facility or on associated grounds is strictly prohibited.**

- d) The Kashia Band of Pomo Indians has the right to have persons violating any provisions removed from the premises and to prosecute any and all violators to the fullest extent of the law.
- e) Every group using the Facility must be under competent adult leadership. The user group will assume full responsibility for the group's conduct and for any damage to the building or equipment. Adults attending events must keep their children with them at all times.
- f) Disorderly conduct of any kind is prohibited. Licensee shall not engage in or permit disorderly conduct, excessive noise, the obstruction of entrances, foyers, corridors, offices, elevators, stairways, and parking lots, or otherwise impede or disturb public employees in the performance of their duties or the general public in transacting business.
- g) Soliciting donations, contributions or collecting private debts on Tribal premises is prohibited, unless approved by the Official. Commercial soliciting and vending and displaying or distributing commercial advertising on Tribal premises are prohibited, except when in conjunction with an event approved by the Official.
- h) Depositing or posting handbills, flyers, pamphlets, signs, posters, placards, or other literature, except Governmental notices and announcements on the grounds, walks, driveways, parking or maneuvering areas, exteriors of buildings, and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window ledges, or furnishings in interior public areas on Tribal premises is prohibited, unless approved by the Official.
- i) Hanging decorations on the grounds, walks, driveways, parking and maneuvering areas, exteriors of buildings, and other structures or on the floors, walls, stairs, racks, counters, desks, cabinets, fireplace, window ledges, or furnishings in interior public areas on Tribal premises which could damage the building or furnishings in any way is prohibited unless written request is made and specifically approved in writing by the Official.
- j) During all activities and events, the Official and/or their designated representative may be assigned to supervise the event and/or Facility. This employee is not responsible for performing any personal services in conjunction with any activity or event. The Official and/or their designated representative(s) from the Kashia Band of Pomo Indians has/have the right to enter any portion of any room for any purpose whatsoever any time during the scheduled event or activity. At all times, the Facility shall be under the charge and control of the appropriate Kashia Band of Pomo Indians Official and/or their designee/designees.
- k) The Kashia Band of Pomo Indians reserves the right to assign supervisory staff or maintenance personnel, private security personnel or local law enforcement at an additional cost to the Licensee if it is necessary because of the type of function or activity that is scheduled, at the discretion of the Tribal Council, Official and/or their designee/designees.
- l) All groups must establish a primary point of contact at their event.
- m) The Licensee shall be responsible for securing any permits or approvals required in connection with the event.

- n) Licensee shall not admit to the Facility a larger number of persons than is permitted by the Tribe or occupancy permit.
- o) Licensee shall not place any additional locks on doors. The keys to all facilities shall remain in the possession of the Official and exits shall be locked and unlocked by and employee of the Kashia Band of Pomo Indians in accordance with the time set forth in the agreement unless other arrangements are made and confirmed in writing.
- p) Licensee shall not use or permit the Facility to be used for sleeping or lodging purposes unless pre-approved by the Official.
- q) Licensee will ensure that persons attending the scheduled activity do not enter any of the offices, store rooms, mechanical and technology rooms, or any other staff areas not meant for public use in the Facility.
- r) Stages and tents are allowed on the grounds only with pre-approval of the location by the Official.
- s) Vehicles are not allowed on lawns, planted areas, sidewalks or walkways of Tribal property.
- t) NO PETS are allowed inside Kashia facilities, with the exception of disability assistance dogs on a leash, no longer than 6 (six) feet in length, at all times.
- u) If an emergency occurs, the licensee will immediately dial 911, contact appropriate emergency services, evacuate the building if appropriate, and notify both the main point of contact and the Kashia Band of Pomo Indians Official. If the representative is not able to be contacted, then the Licensee will call the Sonoma County Sheriff at the phone number posted at the Rancheria Community Center.
- v) Violation of these rules may result in the denial of future use of the Rancheria Community Center. Denial of use does not exempt violators from possible persecution under applicable local, State and Federal laws.

8) Furniture/Equipment

- a) Tables and chairs are available on a limited basis and their use must be pre-approved by the Official.
- b) Furniture and other equipment may not be removed from rooms, placed outdoors, or removed from the property without the pre-approval of the Official.
- c) If Licensee wishes to bring in additional furniture or equipment, it must be delivered and picked up at the Facility only during a scheduled time, as approved by the Official. Kashia will not assume liability for loss or damage to any property belonging to the Licensee. Licensee is directly

responsible for any damage to Facility or grounds, caused by any person arranged to provide furniture, equipment or services.

- d) Video, sound, or projection equipment may be available for use. Use must be prearranged in advance of the event, with the Official. Licensee is responsible for safe operation and return of all equipment.
- e) Facility Kitchen has limited access. Kitchen tools, small appliances, and utensils are not available for use. Kitchen must be left in the same condition or better, as before the event.
- f) Unless other arrangements are made, room setup must be done on the day of the event. Plans for decorations must be coordinated with and approved by the Official prior to the day on which the event takes place. No candles may be used except those operated by batteries.

9) Supplies, Set-up, Cleanup, Security

- a) Licensee is solely responsible to obtain all supplies needed for the event.
- b) Licensee is solely responsible for set-up, clean-up, and removal of all trash, garbage, food, decorations, etc., from the premises at the conclusion of the event unless other arrangements have been pre-approved by the Official.
- c) The Licensee is solely responsible for leaving the Facility exactly “as found” which shall include, but not be limited to, returning all tables and chairs to the areas in which they were found, cleaning and maintaining all Kitchen equipment and fixtures in accordance with all written guidelines, but in any event at least in “as found” condition.
- d) The Licensee is solely responsible for ensuring that all windows and doors are locked and that all appliances are turned off in the Facility.
- e) If the Licensee does not adequately clean the Facility premises to its “as found” condition, the Licensee shall be assessed a clean-up fee, which the Licensee shall forfeit to the Kashia Band of Pomo Indians from Licensee’s Deposit.

10) Facility Keys

- a) Licensee shall return the Facility key(s) to the Facility within 1 (one) business day following the event to the Official.
- b) Copying the Facility key(s) is strictly prohibited.
- c) Licensee’s loss of any Facility key(s) will result in a fee charged to Licensee for replacement of the key(s) and/or changing of locks associated with lost key(s)

11) Penalties

- a) In the event Licensee does not pay the total amount of charges assessed for the use of the Facility, the Kashia Band of Pomo Indians may use any and all available legal processes to collect the debt, including but not limited to the withholding of Licensee's revenue sharing trust fund payments for any penalties and/or fees resulting from the use of the Facility to cover any or all debt owed. Additionally, any failure by the Licensee to pay all fees and charges may result in the Licensee being barred from any future use of Kashia facilities and being restricted from any discretionary Kashia Band of Pomo Indians benefits or services until the debt is satisfied.

12) No Waiver of Sovereign Immunity

- a) Nothing in this Policy shall be construed as a waiver of the Sovereign Immunity of the Kashia Band of Pomo Indians of the Stewarts Point Rancheria.