



**Chickasaw Nation Headquarters Gym
Application and General Use Agreement**

TO SECURE RESERVATIONS: DEPOSIT ALONG WITH THIS COMPLETED AGREEMENT SHALL BE TURNED IN TO RECREATION OFFICE WITHIN FIVE DAYS OF SUBMISSION. ALL RESERVATIONS ARE FIRST-COME, FIRST- SERVED. NO DATES WILL BE TEMPORARILY HELD.

Application and Information

(Please read the terms and conditions prior to signing agreement)

Date(s) requested: _____ Time requested: _____

Describe event: _____

Name: _____
First Middle Last Suffix

Phone: _____ Cell phone: _____

Organization: _____

Address: _____
Street City State ZIP

Email: _____

Please attach copies of the following documentation with this form:

- Chickasaw citizenship card (Required) Driver's license/photo ID
- Concession needed: Yes No Scoreboard needed: Yes No
- Audio Equipment needed: Yes No

The following items shall be turned in to the Chickasaw Nation Gym (hereinafter, "gym") or the community and recreations office.

- \$50 Cleaning deposit must be paid by check – *Cash will not be accepted*
- Application and General Use Agreement
- Terms and conditions
- All forms of ID
- Tournament bracket

Dates cannot be reserved until all items have been received and approved. The tournament bracket shall be turned in the Monday prior to an approved date. Failure to submit a completed bracket may result in cancellation.

OFFICE USE ONLY

Received:

- Deposit Terms and conditions
- All forms of ID Application and General Use Agreement
- Tournament bracket

Staff signature: _____ **Date:** _____

TERMS AND CONDITIONS

Disclaimer:

The Chickasaw Nation reserves the right to refuse the use of the gym to any person or organization without stating the reason for doing so, and reserves the right to impose special conditions where the nature of the use, in the Chickasaw Nation's opinion, so demands. Recreation staff will be responsible for the general oversight of the gym. However, the individual and/or organization signing this Application and General Use Agreement shall be the responsible party, hereinafter "licensee" and shall assume the complete responsibility for, and hold the Chickasaw Nation harmless from, any and all damages, losses or injuries during the event. Licensee shall be the sole point of contact for this event. The licensee is required to be present for the majority of the event, including opening, closing and must go over the cleaning check list with staff before leaving. The licensee shall also assume all responsibility for any support materials or equipment for the event. Events held by licensees within the gym do not represent the position of the Chickasaw Nation. ***THE CHICKASAW NATION IS NOT RESPONSIBLE FOR ACCIDENTS*.**

Reservations:

The Chickasaw Nation Gym is reserved on a first-come, first-served basis. The gym shall be reserved at least two weeks before an event, but no more than three months in advance. Chickasaw citizens may reserve the gym once every three months. Special requests to reserve the gym outside of this time frame are subject to review by the executive officer or designee. Must be 18 years or older to reserve the gym.

Cleaning:

At the end of each event, all trash shall be picked up in and around the gym, which includes the basketball court, bleachers, locker rooms, concession, restrooms, all common areas and parking lots. Trash should be disposed of in dumpsters located in the parking area of the gym. The concession and restroom areas should be swept, mopped and any hard surfaces wiped down with sanitary solution. All concession and gym equipment should be cleaned and returned to its appropriate storage area. The cleaning deposit of \$50 will only be returned provided the gym is left clean as approved by the recreation staff.

Cancellations:

Cancellations **shall** be given in writing by the licensee at least one week prior to the event. Missing this deadline will result in forfeiture of deposit. Written notices of cancellations should be delivered to the Chickasaw Nation Gym – Recreation Office, 714 Orchard Street, Ada, Oklahoma.

Damages/Repairs:

Any Chickasaw Nation-owned equipment or other property, whether personal or real, damaged, destroyed, stolen or abused during an event shall be replaced and/or repaired by licensee within 30 days. The cleaning deposit of \$50 may be retained until such repairs are made or to cover the losses or damages to any equipment or property. The Chickasaw Nation reserves the right to seek any and all legal redress against the licensee for all losses or damages. Failure to cover the losses sustained by the Chickasaw Nation may result in the licensee losing his privileges of the Chickasaw Nation gym.

Jurisdiction:

This Chickasaw Nation Gym Application and General Use Agreement and any accompanying documents shall be performed within applicable guidelines, resolutions and statutes of the Chickasaw Nation. State law shall not be applicable nor shall disputes be subject to any authority outside the Chickasaw Nation. The parties will use their best efforts to amicably resolve any dispute. However, nothing contained in this form or any accompanying documents shall be construed to waive the sovereign rights of the Chickasaw Nation, its officers, employees or agents. Licensee, and its participants, hereby consent and agree to the personal jurisdiction of the Chickasaw Nation for any disputes arising from the licensee's event, this form or any accompanying documents.

Payment:

Please make payment in check to the Chickasaw Nation Gym – Recreation Office, 714 Orchard Street. Cash will not be accepted. Full payment is required to secure a reservation. Reservations are made on a first-come, first-served basis. Check, along with this completed and signed Application and General Use Agreement, may be mailed or delivered to:

Recreation Office
714 Orchard Street
Ada, Oklahoma 74820
Phone: (580) 272-1108
Phone – After Hours: (580) 665-6047

WAIVER AND ACKNOWLEDGEMENT

I am the licensee and authorized person in charge of the event scheduled at the Chickasaw Nation Gym and I have read each page of the application, including the terms and conditions, and I agree to be bound by the same. Further, I agree that I am solely responsible for the event and hold harmless the Chickasaw Nation, the Chickasaw Nation Gym, its employees or representatives from any and all claims for liability of injury, damages or loss of property that may result from any act or omission on the part of the licensee or its agents or guests while using the facility. I confirm that I am authorized to accept such terms and conditions on behalf of the organization listed.

Print name: _____ Date: _____

Signature: _____

Organization: _____

Authorization: _____

Staff print name: _____ Date: _____

Staff signature: _____

*******For office use only*******

(Check box upon inspection)

- Was all trash picked up in the gym, around the building premises and in the parking lot? Yes No
- Was the surrounding area left intact and undisturbed? Yes No
- Were trash cans inside and outside the gym emptied into the dumpster? Yes No
- Were indoor floors swept, mopped and sanitized? Yes No
- Were restroom floors swept, mopped and sanitized? Yes No
- Were all areas, equipment or property found to be damage free? Yes No
- Was the concession area cleaned accordingly and hard surfaces wiped down? Yes No N/A
- If the scoreboard and/or electronics were used by the licensee, were they tested after the event to ensure they were in working order? Yes No N/A

Please explain in further detail if any NO answer is checked above: _____

(Please use separate sheet, if necessary)

Facility staff member: _____ Date: _____

Deposit returned: \$ _____ Date deposit returned: _____

Deposit kept: \$ _____ Reason deposit kept: _____

Licensee printed name: _____ Date: _____

Licensee signature: _____

GENERAL USE AGREEMENT

Waivers and governing law:

The parties will use their best efforts to amicably resolve any dispute. However, nothing contained in this Application and General Use Agreement shall be construed to waive the sovereign rights of the Chickasaw Nation, its officers, employees or agents. This agreement shall be performed within applicable guidelines, resolutions and statutes of the Chickasaw Nation. State law shall not be applicable nor shall disputes be subject to any authority outside the Chickasaw Nation.

First aid and AED cabinets:

The first aid and automatic external defibrillator (AED) cabinets are located in the concession area. The Chickasaw Nation expressly disclaims responsibility, and shall have no liability, for any damages, loss, injury, or liability whatsoever suffered as a result of the use of the first aid or AED cabinets. The first aid and AED cabinets are not intended to replace emergency medical care. Should an emergency arise, please call 911.

General conditions:

1. All use must be requested, approved and scheduled prior to the event according to the guidelines herein. No person shall organize, conduct or participate in any tournament, camp or event without written prior authorization from the executive officer, facilities manager or designee.
2. The Chickasaw Nation shall have the right to enter any portion of the gym property at any time for any purpose whatsoever and to cancel any event without notice or consent.
3. Only the executive officer of the Chickasaw Nation Community and Recreations Office, hereinafter "executive officer," or his designee, is authorized to establish rules and regulations that govern the use of the gym in any manner that provides for the productive, sustainable and safe operation of the facility.
4. The Chickasaw Nation reserves the right to control the management of the gym, and to enforce all necessary and proper rules for management and operation of the gym, through its executive officer, director, police, fire and other designated representatives.

General rules and regulations:

Unless preapproved by the executive officer in writing, the licensee shall comply with the following rules and regulations of the complex and shall monitor compliance from all guests or participants of the event.

1. Tournament may only be on Friday, Saturday and Sunday.
2. Doors will be open at 6:00 p.m. Friday, tournament play may begin at 6:30 p.m.
3. Doors will be open at 8:00 a.m. Saturday and Sunday, tournament play may begin at 8:30 a.m.
4. Individual signing agreement must be present to open (no earlier than 8:00 a.m.) and close (no later than 10:00 p.m.) the doors
5. Tournament play shall conclude by 11:00 p.m. every night
6. Individual signing agreement must be present the majority of the tournament.
7. Any flyer created for your event must include contact information for individual signing agreement.
8. All children under the age of 16 shall be accompanied by an adult.
9. No games will be allowed to start after 10:00 p.m. No overnight activities shall be allowed.
10. The gym should be kept clean throughout the day each day the facility is reserved; all trash should be disposed of in trash bins before leaving each day the facility is reserved.
11. No person shall sell merchandise or services or operate a concession on the gym property, other than in the concession area provided.
12. Glass containers are not allowed in the gym.
13. Signs, markers and/or instructions shall not be placed on the gym property.
14. All trash and garbage shall be deposited in proper receptacles provided for this purpose. Household garbage and refuse shall not be brought to the gym property for disposal.
15. Outside tables or chairs are not allowed.
16. No heels, boots or other abrasive shoe will be allowed on the basketball court. To protect the finish of the basketball court – athletic shoes are preferred.
17. All spectators shall use bleacher seating and shall remain off the basketball court floor during game play.

18. Participation in any physical activity has possible inherent and unforeseen risks which include injury or death. **Anyone using the gym assumes all risks and shall be responsible for taking proper precautions.**

THE CHICKASAW NATION IS NOT RESPONSIBLE FOR ACCIDENTS

Conduct not allowed on gym property:

1. Alcoholic beverages are not allowed in or around the gym.
2. Smoking or any other use of tobacco products is not allowed in or around the gym. "Tobacco products" includes any tobacco cigarette, pipe tobacco, smokeless tobacco, chewing tobacco or any other form of tobacco that may be used for smoking, chewing, inhalation or other means of ingestion. This also includes any form of electronic cigarette or atomizing or vaporizing inhalation device whether or not it contains actual tobacco.
3. Criminal activity. All suspected criminal activity shall be reported to the Chickasaw Nation Lighthouse Police Department.
4. Gambling.
5. Defacing or damaging the gym property, including any property on the campus, and all landscaped areas.
6. Harmful or reckless horseplay.
7. Unlawful, offensive or political activities.
8. Profane or derogative language or unsportsmanlike conduct.
9. Any behavior which may disturb, injure or endanger the comfort, health, peace or safety of others on the gym property.
10. Displays of sexually explicit material, sexually explicit artwork or similar displays or performances.
11. The use of a cell phone, camera or other photographic equipment inside a restroom, dressing room or changing area of the gym property for unlawful or immoral purposes.
12. Urinating or defecating on the gym property, except in restrooms provided for that purpose.
13. Airborne projectiles such as golf equipment, archery equipment, discus, javelin or shot put that may harm the gym property or people in the gym.
14. The use of megaphones, air horns or other equipment producing amplified sounds.
15. Pets are not allowed, except service animals or special program animals (e.g., police canine).
16. Outside wheeled equipment, including but not limited to, skateboards, rollerblades, skates, bikes, motorized toys/vehicles or any other devices that could harm the gym floor.
17. Loitering is not allowed. Any person who is not actively participating, or is a spectator of a person actively participating in the use of the gym shall be asked to leave.

Fires, firearms and fireworks:

1. No person shall use portable propane camp stoves, charcoal grills or gas grills on the gym property. Only cooking equipment provided in the concession area may be used.
2. No person shall carry or discharge a firearm or use a weapon on gym property (except for authorized law enforcement). Weapons include spring or air activated weapons, or weapons that propel projectiles by use of a bow or sling, explosives or jet or rocket propulsion.
3. No person shall discharge any fireworks, pyrotechnics or explosives on the gym property.

Vehicles:

1. Motorized vehicles may be operated:
 - a. on roadways and parking areas specifically designated for motorized vehicles; and/or
 - b. by special permit; and/or
 - c. as needed for public safety purposes.
2. Use of parking areas on the gym property is restricted to users of the gym.
3. No person shall block the flow of traffic in the parking lot, or prevent emergency vehicle access by parking illegally or blocking a fire hydrant, driveway or entry gate.
4. No vehicle may be parked on the gym property between 12 a.m. and 5 a.m. except:
 - a. By a special permit; and/or
 - b. when pre-approved by the executive officer, facilities manager or designee.
5. Vehicles left on the gym property for 24 hours or more may be considered abandoned.
6. Vehicles may be towed at the owner's expense if any of the above rules in this section are violated.

Closures:

1. The gym shall follow the same holiday schedule as do all other Chickasaw Nation offices. When the Chickasaw Nation Headquarters office is closed, the gym shall also be closed.
2. The gym may be closed or its use limited by the executive officer or his designee to ensure the safety and security of the public and/or Chickasaw Nation property when fire hazards, inclement weather or other hazards exist.
3. No person shall refuse an order to evacuate the gym property in time of an emergency or when ordered to do so by an officer of the Chickasaw Lighthorse Police Department or the executive officer or his designee.

Exclusions:

1. A person may be excluded from the gym property by the Chickasaw Nation Lighthorse Police Department or gym staff for any of the following:
 - a. violation(s) of the gym rules and regulations; or
 - b. violations of any terms and conditions; or
 - c. violations of any provisions of this Application and General Use Agreement; or
 - d. as ordered by a court of competent jurisdiction; or
 - e. the person is deemed a threat to visitors, himself and/or to any of the gym staff or property.
2. If a person is excluded from the gym for any reason:
 - a. An exclusion length of time shall be determined by the executive officer or designee within 30 days.
 - b. If a Chickasaw citizen is excluded for more than 30 days, he shall have the right to an appeals process. An appeal form, with instructions, will be provided to such Chickasaw citizen upon written notice of an exclusion of more than 30 days.
3. If a person refuses to exit the gym after an exclusion command has been given to him by the executive officer or his designee, law enforcement shall be called and the person may be arrested and charged for criminal trespass pursuant to the Chickasaw Nation Code.

Indemnifications and hold harmless:

The licensee shall indemnify and hold harmless the Chickasaw Nation, its employees and agents, from and against any claims, demands, losses, damages or expenses relating to bodily injury or death of any person or damage to real and or tangible personal property, incurred while the licensee is engaged in activities arising out of this agreement and to the extent proximately caused by the negligent or willful acts or omissions of the licensee, its invitees, participants, guests or agents in the performance of such activities.

WAIVER AND ACKNOWLEDGEMENT

I am the licensee and authorized person in charge of the event scheduled at the Chickasaw Nation Gym and I declare that all rules, regulations and payment as described in this Application and General Use Agreement shall be adhered to. I have read each page of this application and the Application and General Use Agreement and I agree to be bound by the same. Further, I agree that I am solely responsible for the event and hold harmless the Chickasaw Nation, the Chickasaw Nation Gym, its employees or representatives from any and all claims for liability of injury, damages or loss of property that may result from any act or omission on the part of the licensee or its agents, participants or guests while using the gym. I have read, received a copy of, and agree to the Application and the General Use Agreement. I confirm that I am authorized to accept such terms and conditions on behalf of the organization listed.

Print name: _____ Date: _____

Signature: _____

Organization: _____

Authorization: _____

Staff print name: _____ Date: _____

Staff signature: _____

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Ada, Oklahoma 74820
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Phone – After Hours: (580) 665-6047