

APPROVED

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BY JPD

CHITIMACHA TRIBE OF LOUISIANA



RIVERCANE SENIOR CENTER

OCCUPANCY & PROGRAM POLICIES

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RIVERCANE CENTER

OCCUPANCY & PROGRAM POLICIES

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Mission Statement of the Chitimacha Tribe of Louisiana:

The Mission Statement of the Chitimacha Tribal Council is:

“We the people of the Sovereign Nation of the Chitimacha, in order to proclaim and perpetuate our vision, hereby embrace these beliefs, now and always – Waxt me cun nucmidinaka (we will work for tomorrow)

- **We must preserve and protect our natural resources, our people and all Native Americans;**
- **We must promote a harmonious and prosperous existence among ourselves and within our community;**
- **We must maintain the highest level of integrity, honor and authenticity in all our endeavors, and**
- **We must always exist as a Nation by preserving our cultural heritage.”**

RiverCane’s Mission Statement:

“In addition to upholding the mission statement of the Chitimacha Tribal Council, the staff at RiverCane strives to provide housing for community elders (ages 55 and up) in a safe, supportive and caring environment, utilizing the available support services to assure independence while maintaining a high quality of life in an efficient and cost effective manner.”

Introduction:

The facility and program described herein was created pursuant to TC Resolution No. CHI-TC #49-99 and designed to serve community elders by providing housing for “independent” persons desiring safe and efficient housing without the maintenance and upkeep worries that accompany owning your home (“Occupant”). Available tribal support services will be provided and coordinated so as to maximize the occupants’ independence for as long as possible. RiverCane is not intended for those with problems which necessitate care (medical or otherwise) which is more than is currently being provided by tribal staff and tribal programs. Occupants or their families are permitted to arrange and pay privately for services that are not provided or arranged by RiverCane.

POLICY DEFINITIONS

DEPUTY ADMINISTRATOR – The official responsible for direction and supervision of the Senior Director.

OCCUPANCY AGREEMENT – The written agreement between the Occupant(s) and RiverCane that establishes the terms and conditions concerning the use and occupancy of an apartment unit at RiverCane.

OCCUPANT – A person who has a licensed rental agreement with the RiverCane Residential Center.

PROGRAM MEMBER – (i) a member of the Chitimacha Tribe of Louisiana who is age 55 and up and/or the person to whom they are legally married; or (ii) A non-tribal spouse of a deceased tribal member age 55 and up.

RESPONSIBLE PARTY – A person acting on behalf of the licensed occupant and is also responsible for the occupant should the need arise.

SENIOR DIRECTOR – The official responsible for direction and supervision of RiverCane Senior Center.

TRIBAL ADMINISTRATOR – The official responsible for the overall administrative activities and functions of the Tribal programs.

I. OCCUPANCY CRITERIA:

A. Priority for Occupancy:

1. Occupancy will be granted in the following order of priority:
 - (a.) Chitimacha Tribal Members ages fifty five (55) years and up (including spouse).
 - (b.) Disabled Chitimacha Tribal Members under the age of 55 years, and when necessary, the responsible party providing required care. For purposes of this provision, “Disabled” shall mean any condition that prevents an Occupant from performing the activities listed in Section B(2) below.
 - (c.) Non-Tribal spouses of deceased tribal members, ages fifty five (55) and up whom were legally married at the time of the tribal member’s death.
 - (d.) Non-Tribal maternal/paternal parents/grandparents or the current legal mother/father-in-law of a Tribal Member.
 - (e.) Non-tribal members ages fifty five (55) years and up.
2. Priority for two (2) bedroom apartments will be granted to married couples and residents with live-in caretakers meeting eligibility criteria above and hereafter. One (1) bedroom apartments are reserved for single occupants meeting the eligibility criteria.
3. Pursuant to TC Resolution No. CHI-TC Resolution #49-05; whereas Non-Indians ages fifty five (55) years and older are permitted to temporarily reside at RiverCane Residential Center; and as approved by the Chitimacha Tribal Council, in the event an individual qualified for occupancy under Section (I)(A)(a, b, or c) above is pursuing occupancy/housing at RiverCane Residential Center and has met the eligibility requirements set forth in Section (I)(A) above; any occupants who qualified under Section (I)(A)(1)(d) or (e) shall be notified by the Senior Director that a vacancy is needed and said occupant shall be given a period of six months to relocate and vacate residency at the RiverCane Residential Center. The first occupants to be given notice shall be those qualified under Section (I)(A)(e) followed then, if necessary by occupants who are qualified under Section (I)(A)(d). If there is more than one (1) occupant in either such category, the occupant who has been a resident for the shortest period of time shall be the first notified.

B. ADMISSION PROCESS:

Any eligible person seeking to rent an apartment unit at RiverCane must do the following:

1. Complete and submit an application for occupancy. Occupancy and services are limited to parties who are eligible and have signed the Occupancy Agreement. At the time of signing the Occupancy Agreement, each occupant shall designate a person who will be responsible and act on behalf of the occupant should the need arise (“Responsible Party”). The Responsible Party shall sign the Occupancy Agreement agreeing to accept this designation. Subject to the plenary cancellation right as set forth in the Occupancy Agreement unless otherwise provided in the Lease, Occupancy Agreements shall be renewed annually.
2. Must have a pre-admission physical and obtain a physician’s certification that they are capable of performing the following activities of daily living:
 - (a.) Must be self-sufficient in:
 - (i) Mobility
 - (ii) Dining
 - (iii) Dressing
 - (iv) Hygiene and Grooming (neatly dressed, well-groomed and free of odors.)
 - (v) Bathing
 - (vi) Toileting (all needs)
 - (vii) Operating a telephone
 - (viii) Shopping
 - (ix) Meal preparation
 - (x) Housekeeping (maintains house along with occasional assistance for heavy work.)
 - (xi) Laundry
 - (xii) Transportation (travel independently, drive own car and arranges own travel)
 - (xiii) Medication Intake (responsible for administering own medication at the correct time and correct dosage)
 - (xiv) Ability to handle finances.
3. Must complete an annual physical or as deemed necessary.

4. The requirements of paragraph 2 herein shall not apply to applicants designated as “Disabled” under Section A (1)(b) above. In these cases, a Responsible Party shall be designated to provide necessary assistance.

Notwithstanding the foregoing, RiverCane is not intended to serve persons with a condition (physical, cognitive, or behavioral) that creates a danger to themselves or others or that significantly infringes upon the rights of other occupants and under no circumstances can applicants with these conditions be accepted.

Additionally, the following conditions may prevent occupancy or precipitate discharge (unless proper care is provided at occupant’s expense) and will be evaluated on their own merits:

- 1) Incontinence, if the occupant cannot or will not participate in management of the problem.
- 2) Immobility
- 3) Skilled nursing interventions needed 24 hours per day.
- 4) Symptoms of dementia that exceed manageability.

The Facility may allow for an exception to these conditions if other occupant or family resources are available to ensure 24-hour support.

- 5) Observation:

The staff shall regularly observe the occupants for changes in functioning that require attention and notify the family/responsible party as such. The family members/Responsible Party and the occupant (if applicable) will be required to meet with the Deputy Administrator and their personal doctor to determine whether the occupant can remain in the facility or if additional care can and will be provided by occupant or his/her family.

If it is determined that the Occupant no longer meets the occupancy criteria and is unable or unwilling to obtain the needed assistance, the Occupant and/or Responsible Party shall arrange for a change in residency for the Occupant. This shall take place as soon as possible but no longer than 30 days from the notice of the decision. In the interim between

notice and transfer, care for the Occupant shall be the sole responsibility of the Responsible Party.

II. BASIC SERVICES (For Occupants and/or Program Members):

A. Living accommodations:

RiverCane contains one and two bedroom apartments having outside access as well as access from interior hallways. Main hallways lead to the common room. Each apartment has a kitchen and laundry area. All utilities are fully electric. The occupant shall provide appliances and other furnishings. Each unit is provided with central air and heating. Entryways and hallways are wheelchair accessible.

B. Utilities (Occupants): The monthly rental fee will include the following utilities: electricity, water, pest control, building insurance, dumpster collection and sewer service. NOT included in the monthly fee are cable TV, telephone service and content insurance.

C. Maintenance (Occupants): Maintenance of apartments and common areas will be provided by a full-time maintenance worker. Maintenance (as opposed to housekeeping duties) include plumbing repairs, A/C repairs, changing light bulbs and air filters, grounds maintenance, etc.

D. Common Facilities: Located in the center of the facility are the dining room, laundry room, and parlor. The dining room is designed as a gathering place for dining, activities, speakers, and other social functions. Occupants are free to utilize the common areas and facility grounds for activities such as family activities, barbeques, and picnics. These activities must be arranged with and approved by the Senior Director prior to occupant's use of the dining room.

E. Meals: The purpose of the meal program is to allow program members to come together in fellowship and dine-in with one another. Lunch will be provided by the RiverCane staff five days per week, excluding holidays and will be available in the dining area. Of course, special circumstances may hinder members from coming to dine in, however lunch may still be provided via delivery or pick up.
Delivery: Meals will be delivered to RiverCane occupants and program members

on the reservation based on need i.e. clients who are non-ambulatory, are physically unable to drive, have no means of transportation, or are terminally ill.

Pick Up: Should any program member request RiverCane to prepare and package their meals for pick up, the program member (or if applicable, their spouse) must be the ones to pick up their meals. Exceptions will be made to members who are sick or at a doctor's appointment; they may then send someone to pick up their dinner(s) before the close of the business day.

Meals may be provided for non-Indians and guests for a fee, and after program members have been served, to be determined by the Senior Director.

- F. **Planned Activities:** Social and educational activities will be coordinated by the Senior Director for tribal occupants and elders. Such activities may include, but are not limited to bingo, day and overnight field trips, dances, cultural activities, crafts, etc. (Certain events may require a small fee/financial participation by the participant.) Non-tribal members may participate in activities only upon invitation by the Senior Director.
- G. **Transportation (Tribal):** The RiverCane staff will provide transportation services for such things as shopping (at Wal-Mart & Raintree Market), banking (within close proximity), hair appointments (within close proximity), etc. Specific days and/or times will be determined by the Senior Director.
- H. **Emergency Response System (Occupants):** Located in each apartment are emergency call buttons and cords. These call buttons and cords are available for use only during normal operating business hours of the RiverCane Center. Should an emergency occur during business hours, the Occupant or Responsible Party should contact 9-1-1 immediately and then activate the system by pulling the cord or pressing the button. Once activated, the Senior Director is alerted and will respond and will notify the proper authorities. Should an emergency occur after RiverCane business hours, call 9-1-1 immediately.
- I. **Fitness/Recreation Activities:** Occupants may be allowed to utilize the Recreation Center on the approved hours set by the Recreation Director or Coordinator.

ALL SERVICES TO BE PROVIDED ONLY DURING THE NORMAL BUSINESS WEEK UNLESS OTHERWISE NOTED.

J. Other Services: Occupants or their families are permitted to arrange and pay privately for services that are not provided or arranged by RiverCane.

III. OCCUPANCY DISCHARGE/TERMINATION/IN-HOUSE MOVE:

A. Discharge from the facility may occur because the occupant:

1. Pursuant to provision set forth in Part I.(A)(3).
2. No longer desires to live at RiverCane.
3. Has service needs that exceed the ability of the program to meet them and is unable or unwilling to arrange for the provision of services.
4. Has failed to make proper payment as set forth in Section IV B.
5. Has engaged in illegal activities or in behavior that is deemed detrimental to the health, safety, or peaceful lodging of the occupants of RiverCane.
6. Has failed to comply with the *RiverCane Occupancy Policies* and/or the Occupancy Agreement.
7. Upon death.

B. Couples:

Should one party of a married couple die, the remaining spouse may continue to live at RiverCane provided that they meet the occupancy criteria set forth in these policies.

If the couple was residing in a two bedroom unit, the remaining spouse may be asked to move to a one bedroom unit, if available. If a one bedroom unit is requested by the remaining occupant but one is not available, they will be placed on a list and moved as soon as possible.

C. In-House Move: Occupants requesting to move from one apartment to another will be allowed to do so under the following terms and conditions:

1. Priority for In-house moves will follow the criteria set forth in *Part I. Occupancy Criteria*, of the RiverCane Occupancy & Program Policies.
2. Occupant will be required to pay a cleaning fee as determined by the Senior Director.

3. First month's rent will be required prior to the in-house move.
4. If applicable, Occupant will be required to pay for any damages stated in the final inspection report prior to the in-house move. Occupant's current Security Deposit will be transferred to the new apartment and any damages in prior apartment will not be applied to the Security Deposit.

IV. **PAYMENTS:**

A. **Deposits:**

A deposit of \$300.00 will be collected upon signing the Occupancy Agreement. An additional deposit of \$100.00 will be collected if the occupant has a pet.

B. **Terms:**

All payments are due and payable on or before the fifteenth day of every month.

Payments are considered delinquent after the fifteenth day of each month and a late charge of fifty dollars (\$50) shall be assessed. This late charge must then be made with the payment.

Payments will be at the Senior Director's Office from 7:00 a.m. until 2:00 p.m. Monday through Thursday excluding holidays. Payments may be mailed to the Chitimacha RiverCane Department, P.O. Box 661, Charenton, LA 70523. Cash, checks and money orders for payment are acceptable, but RiverCane **WILL NOT** assume responsibility for cash sent through the mail. Please make checks payable to the Chitimacha Tribe of Louisiana or RiverCane.

Payments will be accepted on an annual basis when requested by the occupant. Should the occupant vacate the facility for any reason prior to utilizing the full annual payment, a refund will be made in accordance with Section IV, C of this policy and the Occupancy Agreement.

C. **Refunds:**

1. Vacating Unit. Upon any termination of the agreement described in this Section, Occupant or Occupant's estate/Responsible Party shall vacate and remove all property from the Unit. Occupant or Occupant's estate/Responsible Party will remain liable for the Monthly Fee until the

Unit is vacated, all property is removed from it, and it is restored to its original clean condition (except for normal wear and tear).

2. *Amount of Refund.* Within thirty (30) business days after the Unit has been vacated, the property has been removed from it, and it has been restored to its original clean condition, RiverCane shall pay the Occupant or the Occupant's estate a refund equal to any unused portion of the final Monthly Fee, minus (i) the amount of any unpaid Monthly Fees or other charges that Occupant owes to RiverCane under this agreement; (ii) the costs of any repairs to the Unit not caused by normal wear and tear, (iii) any expense incurred to remove and dispose of any of Occupant's property that was not removed when Occupant vacated the Unit. If Occupant paid a pet deposit under this Agreement, RiverCane shall refund the deposit to the Occupant, minus any deductions for damage caused by the pet. If the amount Occupant owes exceeds the sum of Occupant's final monthly Fee and the pet deposit (if any), the Occupant or Occupant's Estate will be billed for the difference.

D. Adjustments to Fees:

RiverCane shall give the Occupant thirty (30) days written notice of any change in the monthly fee. (Adjustments to the monthly fee will be made no more than once per year.)

E. Action to be Taken for Nonpayment:

In the event payment is not received by the 16th day of the month, a Notice of Termination of the Occupancy Agreement shall be sent to the Occupant by Certified Mail – Return Receipt requested, or by personal delivery to the Occupant. Nonpayment of the required monthly payment, plus any late charges shall constitute a breach of contract and shall be addressed in the following manner:

- 1) The Notice of Termination shall contain the specific breach which has occurred, and in keeping with the Occupancy Agreement (contract) shall give the Occupant thirty (30) days to cure the breach by rendering payment in full and presenting assurance of continued compliance with all contractual obligations.
- 2) Notice of Termination shall also inform the Occupant of their rights to a Grievance Hearing (see Section V).

3) No legal action or further correspondence during the thirty-day period shall occur.

F. Legal Action:

Failure on the part of an Occupant to cure the breach and/or provide assurance of continued compliance shall result in legal action being brought against the Occupant to collect all money owed to RiverCane and evicts the occupant from the dwelling unit.

G. Late Charges

The Senior Director shall, at the close of business on the fifteenth day of the month, or the next working day thereafter, assess late charges in the following manner:

When an Occupant is late with a payment, a late charge of \$50 shall be assessed. Should an Occupant be repeatedly late with payments, The Senior Director shall consider the ability of the occupant to meet the financial obligations in a timely manner, and may take steps to terminate the Occupancy Agreement for breach of contract.

V. GRIEVANCE PROCEDURE/DISPUTE RESOLUTION:

A. Informal Resolution of Disputes:

All Occupants are allowed the opportunity to dispute actions performed by RiverCane or failure to act and to receive within a reasonable period of time a response to the dispute.

The Senior Director shall make every effort to respond to Occupant problems, requests for assistance, requests for action, or appeals of decisions so as to avoid the necessity for formal Grievance Hearings before the Tribal Administrator.

B. Grievance Hearing:

- 1) An occupant must request a Grievance Hearing in writing to the Tribal Administrator.
- 2) When a request for a Grievance Hearing is received, a Hearing will be scheduled at the earliest convenience of the Tribal Administrator, the Senior Director, and the complainant.

- 3) If the Occupant requesting the Hearing does not appear or is not excused from appearing, for reasons deemed valid by the Tribal Administrator at a scheduled Grievance Hearing, the matter in dispute will not be considered further. The occupant will be required to adhere to the action specified in the original response to his/her request.
- 4) At a formal Grievance Hearing before the Tribal Administrator:
 - a) There will be an opportunity for both the Senior Director and the complainant to present their case.
 - b) The Tribal Administrator will make a decision in writing on the grievance within ten working days of the Hearing. The decision shall be binding upon the Senior Director and the Occupant.

C. Escrow Deposits of Rent or Monthly Payments:

Where a grievance involves payment of rent or monthly payments, the complainant may not withhold payment pending a grievance hearing by the Tribal Administrator. The complainant must make monthly payments and payments for other charges when due; the Senior Director shall place these payments in an escrow account and shall not use them for any purpose until a grievance hearing is held and a decision is rendered.

VI. RECORDS:

All documentation relating to occupancy will be maintained by the Senior Director and shall be kept confidential. This information will be updated regularly and will remain confidential.

Each occupant shall be required to provide the name, address, and phone number of an **emergency contact**. This information will be kept with your occupancy file at the RiverCane Office.

VII. RULES FOR OCCUPANCY:

- 1) Occupant is required to use the home as his/her primary residence.
- 2) No occupant shall make any material modifications or additions to the unit without prior approval of the Chitimacha Tribal Council.

- 3) Occupants and/or guests shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the facility. If such occurs, the Occupant shall be responsible for any and all repairs or replacement costs required.
- 4) The Occupant is responsible for all actions of the persons residing in the unit and/or guests, and may be accountable for such actions.
- 5) The Occupant is responsible for keeping the unit in an acceptable condition – clean and sanitary, free from trash, clutter and debris and shall be monitored periodically to ensure same.
- 6) Occupants may only have pets in accordance with the RiverCane Apartments Pet Policy, a copy of which is attached.
- 7) Occupants shall permit RiverCane to inspect the unit within ninety (90) days of occupancy and at least annually thereafter and/or as deemed necessary. After three (3) unsuccessful attempts to request and schedule an inspection in the unit, RiverCane is authorized to conduct such inspection with or without the presence of the occupant and without further request at a reasonable time.
- 8) For the safety and comfort of the Occupant, staff must be permitted to enter the unit to respond to emergencies, make repairs and improvements and spray for pest control as Senior/Housing staff deems necessary or advisable. Therefore, additional locks are not permitted on the entrance door to your unit. Whenever feasible, staff will attempt to give you reasonable notice before entering the unit. After three (3) unsuccessful attempts to request and schedule routine maintenance and/or repair in the unit, RiverCane is authorized to conduct such services with or without the presence of the occupant and without further request at a reasonable time.
- 9) A key to each unit will be kept in a locked, central location accessible for emergency purposes or to meet the conditions set forth within this section § 7 & § 8.
- 10) Any involvement in illegal activities by the Occupant, other members of the unit, and/or guest may be considered grounds for immediate eviction in accordance with the Occupancy Agreement.
- 11) RiverCane shall not be responsible for the loss of any personal property belonging to the Occupant due to theft, fire or any other cause. It shall be the occupant's responsibility to provide insurance to protect against personal loss.

- 12) Each Occupant shall confirm or change their “Responsible Party” information at least once each year or as it changes. The responsible party shall acknowledge acceptance of this role by timely signing the appropriate form accordingly.
- 13) Occupants with young children ages 12 and under shall monitor them at all times. Children of said age are not to be loitering on the premises without adult supervision. Occupants will be fully responsible for any damages or defacing of property caused by the children regardless if child(ren) live with the Occupant or not. RiverCane, the Tribe, or any enterprise of the Tribe shall not be liable for injury or damage to the children or property of the Occupants occurring anywhere on the premises (please refer to your signed License Agreement under “Non-Liability of Tribe/Licensors.”)
- 14) Occupants will also be required to maintain the appearance of their apartment units outside. For safety and emergency access, acceptable items should not block the walkway where walkers/wheelchairs or emergency response equipment is not accessible. Acceptable items that may be placed near or in front of the occupant’s apartment are: door mats, chairs, garden hoses, wind chimes, small racks or shelves (for plants), and/or a small barbeque pit. All items must be kept neatly and away from the walkway. Items may not be in bulk and clutter is not acceptable. No other indoor/household items should be kept outside of the occupant’s apartment. If the occupant has hanging plants or other hanging décor, the occupant must ensure that it does not obstruct the walkway where it will cause persons walking by to injure their heads.

Failure to comply with the Rules for Occupancy may result in termination of the Occupancy Agreement.

VIII. OCCUPANT RIGHTS:

Each Occupant has the right to the following:

- 1) The right to be treated with consideration and respect for personal dignity, individuality and privacy.
- 2) The right to exercise civil and religious liberties.
- 3) The right to live in a peaceful, safe and sanitary environment.
- 4) The right to engage in private communication. This shall include receiving and sending unopened correspondence, having access to a telephone or having a private telephone at personal expense, and visiting with persons of the Occupant's choice.
- 5) The right to participate in and benefit from community services and activities to achieve the highest possible level of independence, autonomy and interaction with the community.
- 6) The right to have his or her records treated confidentially and to have reasonable access to those records, subject to the constitutional right of privacy of other Occupants.
- 7) The right to present grievances to the facility and to recommend changes in the facility's policies, procedures or services.
- 8) The right to be free from abuse, neglect, and exploitation.

Each Occupant shall be given a copy of the RiverCane Occupancy Policies at the time the Occupancy Agreement is signed or when these policies have been revised and approved by the Chitimacha Tribal Council; and each Occupant shall sign the Occupancy Acknowledgment form attesting that they received the policies and agreements to comply with the terms therein.