

AGREEMENT FOR ELECTRONIC PULL-TAB GAMES

PARTIES

DISTRIBUTOR

Distributor License Number

Address _____

City _____

State _____

Zip/postal code _____

ORGANIZATION

Organization License Number

Address _____

City _____

State _____

Zip/postal code _____

TERM

The term of this Agreement shall be twenty-four (24) months.

Effective Date: _____

Expiration Date: _____

Termination: This Agreement may be terminated by either party upon thirty (30) days written notice from one party to the other.

TERMS AND CONDITIONS

The Organization agrees to pay to the Distributor _____ % of the net receipts generated from the sale of electronic pull-tab games. Payments shall be made semi-monthly via ACH payment unless otherwise agreed to by the parties and specified in this Agreement.

The Organization agrees to comply with all laws, rules, and ordinances relating to the conduct of electronic pull-tab gaming, including any requirements for licensing. The play of electronic pull-tabs must comply with Minn. Stat. §§349.11- 349.213 and all applicable rules adopted by the Minnesota Gambling Control Board.

DEFAULT

The following acts shall constitute default:

- The Organization fails to make any payment when due under this Agreement and more than _____ days have elapsed since the payment was due;
- The Organization fails to comply with the Terms and Conditions of this Agreement;
- Either party is the subject of a bankruptcy proceeding;

- Either party is the subject of a disciplinary proceeding initiated by the Minnesota Gambling Control Board which results in the suspension or revocation of its lawful gambling license;
- Either party defaults on a lease agreement executed between the parties for the lease of an electronic pull-tab system and devices.

REMEDIES UPON DEFAULT

If the Organization is in default the Distributor may terminate the Agreement and immediately enter the premises and take possession of the electronic pull-tab system and devices.

If the Distributor is in default, the Organization may demand that the electronic pull-tab equipment be immediately removed from the premises.

RETURN OF ELECTRONIC PULL-TAB EQUIPMENT

Upon termination of this Agreement by either party or if this Agreement is not renewed for another term, the Organization agrees to return the electronic pull-tab equipment to the Distributor in good working order.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Minnesota, including for any repossession effected through legal process.

AMENDMENT

No amendment to this Agreement shall be valid unless made in writing and executed by both the Distributor and the Organization. Any modification to this Agreement shall comply with Minnesota law.

MISCELLANEOUS

This Agreement shall not be assigned by either party unless each party agrees to the assignment in writing. No delay or omission by the parties to any of the rights contained herein shall constitute a waiver of those rights. Any provision of the Agreement found to be invalid or unenforceable shall not invalidate the remaining provisions of the Agreement. This Agreement constitutes the full and complete understanding between the parties, there being no other agreements express or implied.

Distributor

Organization

Signature of Distributor

Signature of Organization

Title

Date

Title

Date