CONTRACT NO. 4699

CONTRACT TO FURNISH, INSTALL AND MAINTAIN AMUSEMENT MACHINES AND
TABLE GAMES FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

This CONTRACT is made and entered into on the 21st day of August, 2007, by and
between the Board of Regents of the Nevada System of Higher Education (NSHE), on behalf of
the University of Nevada, Las Vegas, Student Life Administration, (hereinafter called "UNLV")
and Palisades Amusements, (hereinafter called "Contractor"), for the providing of Amusement
Machines and Table Games services, as identified in Contractor's Proposal dated June 18,
2007.

WITNESSETH:

WHEREAS, UNLV requires a Contractor capable of providing Amusement Machines and Table
Game services for UNLV Student Union; and,

WHEREAS, Contractor has submitted a proposal dated June 18, 2007, and is qualified to
provide such services; and,

WHEREAS, UNLV has accepted the Contractor's proposal as the one best suiting the interest
of the University, and;

NOW, THEREFORE, in consideration of the premises and mutual covenants, terms, conditions,
obligations, and agreements contained herein, and other good and valuable consideration, the
parties agree as follows:

ARTICLE I
TERM

A. INITIAL TERM:

The term of this contract shall be for two (2) years from date of executed contract.

B. CONTRACT RENEWAL:

The contract may be renewed after the initial term for an additional period of three one-year
period(s) on negotiated terms and if agreed to in writing by both parties.

INITIALS
Vendor

INITIALS
DBA-President

INITIALS
JER-Chancellor
C. CONTRACT EXTENSION:

UNLV reserves the option to temporarily extend this Contract for up to 90 calendar days from its expiration date for any reason.

ARTICLE II
SCOPE OF CONTRACT

The Scope of the initial portion of this Contract shall be as is noted in Contractor's Proposal dated May 22, 2007. If there are any conflicts with that Proposal and this Contract, the terms of this Contract shall prevail. UNLV shall, at its sole option, develop additional job-specific Scopes of Work in the event it elects to request additional services from Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

This Contract, together with all attachments, proposal documents, Appendixes, Exhibits and other appendices thereto, constitutes the entire Contract between the parties and supersedes all previous Contracts, whether written or oral between the parties with respect to the subject matter hereof, whether expressed or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth.

ARTICLE III
COMMISSION PAID TO THE UNIVERSITY

The University of Nevada Las Vegas agrees to allow Contractor to install Amusement Machines and Table Games on its campus for the purpose of providing the amusement services outlined in Request For Proposal 432-VK.

In return Contractor agrees to pay the University 52 percent of the net receipts as Commission.

ARTICLE IV
DEFAULT

In case of default by the Contractor, the University reserves the right to hold the Contractor responsible for any actual, consequential or incidental damages.
ARTICLE V
INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

The consultant shall procure and maintain:

1) Commercial General liability insurance including coverage for premises/operations, products/completed operations and personal injury in the amount of $1,000,000 per occurrence and $2,000,000 annual aggregate.
2) Automobile liability insurance in the amount of $500,000 Combined Single Limit.
3) Workers Compensation insurance as required by Nevada Statute.
4) Professional Liability in the amount of $500,000 per claim and $1,000,000 aggregate.

The Board of Regents of the Nevada System of Higher Education shall be named as additional insured on the Commercial General Liability policy by Insurance Services Office (ISO) standard endorsement CG 20 26 07 04 entitled ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION AS PER ATTACHED SAMPLE APPENDIX A.

The consultant shall provide certificates of insurance evidencing the required insurance prior to the effective date of this contract.

B. OFFICIAL, AGENT AND EMPLOYEES OF OWNER NOT PERSONALLY LIABLE

It is agreed by and between UNLV and Contractor that in no event shall any official, officer, employee, or agent of UNLV in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

C. INDEMNIFY

Contractor shall indemnify, defend, save, and hold harmless NSHE, UNLV, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract.

ARTICLE VI
MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contract and shall be final.
B. ASSIGNS AND SUCCESSORS

UNLV and Contractor each binds itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Except as noted above, neither UNLV nor Contractor shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of UNLV.

C. COMPLIANCE

Vendors are required to comply with all OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply.

In order that the University may determine whether the Contractor has complied with the requirements of the Contract Documents, the Contractor shall, at any time when requested, submit to the University, properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

D. CONFIDENTIALITY

By signing this Contract, Contractor acknowledges that any materials and/or data that may result from its efforts, as related to this Agreement, are the property of the University of Nevada Las Vegas (UNLV), and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. Contractor further acknowledges that it is acting as the Custodian of Record for all materials and/or data that may result from the Agreement and that all such materials and/or data must be transmitted, in its/their original and copied form, to UNLV within 72 hours of UNLV request to do so, and that its role as Custodian of Record shall remain as long as it has in its possession any such referenced materials and/or data. Contractor further acknowledges that it is not to retain any such referenced materials and/or data in any form, whether originals or copies, upon termination of this Agreement. Contractor acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV prior written approval.

E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body. Contractor agrees to provide immediate notice to UNLV’s Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment during the term of this Contract.

F. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Contract, Contractor certifies that it and/or its Subcontractors does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, age, national origin, or
disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

In the event Contractor or their Subcontractors are found guilty by an appropriate authority to be in violation of any Federal, State, or local law, UNLV may declare the Contractor in breach of the contract and immediately terminate said contract.

G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

H. HEADINGS

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

I. INDEPENDENT CONTRACTOR

The Contractor shall be subject to and operate under all applicable Federal, State, City and Municipal Enactment's Codes, and Ordinances and those of the State of Nevada regarding Industrial Insurance and expressly covenants and agrees that the Contractor's employees engaged on the work hereunder are not, and shall not be treated or considered as the servants and employees of the University, it being the intention of the parties hereto that the Contractor shall be and remain an Independent Contractor, and that nothing herein contained shall be construed inconsistent with that status. Contractor hereby covenants and agrees to save and hold harmless the University from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of such enactment's codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said enactment's codes, ordinances or otherwise.

J. MODIFICATION

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

K. NOTICES

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

Director of Purchasing
University of Nevada, Las Vegas
4505 Maryland Parkway
Las Vegas NV 89154-1033

[Signatures]

INITIALS
Vendor

INITIALS
DBA-President

INITIALS
JER-Chancellor
Contract 4699

Contractor as follows:

Palisades Amusements
Michael Ford, President
4031 Nevso Drive
Las Vegas, NV 89103

L. OWNERSHIP OF MATERIALS

Contractor acknowledges that all materials it produces under this Contract and/or any renewals will become the property of UNLV immediately upon receiving any payment for the services performed in developing such materials. Contractor is to provide such materials to UNLV immediately upon receiving UNLV request for same.

M. TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility for securing all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the work involved.

The Nevada System of Higher Education is exempt from paying state, local and federal excise taxes.

N. TERMINATION

UNLV shall have the right at any time to terminate further performance of this contract, in whole or in part, for any reason. Such termination shall be effected by written notice from UNLV to the Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, the Contractor shall terminate all work and take all reasonable actions to mitigate expenses. The Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay the Contractor within thirty (30) calendar days after acceptance of invoice.

O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges that it cannot use the name of the Board of Regents of the Nevada System of Higher Education, UNLV, CCSN or NSC logo or any other related name in the performance of its services, in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV.
Q. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this contract shall
not be construed to be a waiver of a party's right to enforce strict compliance of such
provisions(s) of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed
the day and year first above written.

Palisades Amusements

APPROVED:

BY: Michael Ford, President

08.02.07

RECOMMENDED:

BY: Rebecca Mills, VP for Student Life

8/21/07

BY: Gerry J. Bomotti, Vice President for Finance

8/3/07

BY: David B. Ashley, President

8/8/07

THE BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS.

APPROVED:

James E. Rogers, Chancellor

8/10/07

INITIALS

Vendor

DBA

President

JER-Chancellor

Page 7 of 8
**APPENDIX A**

**CERTIFICATE OF INSURANCE**

**PRODUCER**

*REQUIRED INSURANCE*

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

**INSURED**

- COMPANY A
- COMPANY B
- COMPANY C

**COVERAGE**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>CO</th>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF DATE (MM/DD/YY)</th>
<th>APR</th>
<th>LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLAIMS MADE OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OWNERS &amp; CONTRACTOR'S PROFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UNDERGROUND EXPLOSION AND COLLAPSE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>INDEPENDENT CONTRACTOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ALL OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HIRED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NON-OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>GARAGE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UMBRELLA FORM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OTHER THAN UMBRELLA FORM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>STATUTORY LIMITS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>EACH ACCIDENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>DISEASE POLICY LIMIT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>DISEASE - EACH EMPLOYEE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PER CLAIM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MINIMAL AGGREGATE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS UNLV, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THE WORK PERFORMED FOR UNLV.**

**CERTIFICATE HOLDER / ADDITIONAL REFERENCES**

- Board of Regents
- Nevada System of Higher Education
- 4505 Maryland Parkway
- Las Vegas, NV 89154

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR COVERAGE REDUCED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Page 8 of 8