United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

MAY 2 2001

Honorable Jerry Haney
Chief, Seminole Nation
P.O. Box 1498
Wewoka, Oklahoma 74884

Dear Chief Haney:

On April 11, 2001, we received the Off-Track Wagering Compact between the Seminole Nation (Tribe) and the State of Oklahoma (State) dated March 28, 2001. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to delegated authority and Section 11 of IGRA, we approve the Compact. The Compact shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We wish the Tribe and the State success in their economic venture.

Sincerely,

/s/

Deputy Assistant Secretary - Indian Affairs
(Management)

Enclosure

Similar Letter Sent to: Honorable Frank Keating
Governor of Oklahoma
Oklahoma City, Oklahoma 73105

cc: Eastern Oklahoma Regional Director w/copy of approved Compact
~~Supt., Wewoka Agency w/copy of approved Compact~~
National Indian Gaming Commission w/copy of approved Compact
Oklahoma United States Attorney w/copy of approved Compact

FILED
MAR 2 8 2001
OKLAHOMA SECRETARY
OF STATE

STATE OF OKLAHOMA

SEMINOLE NATION

OFF-TRACK WAGERING COMPACT

RECEIVED
APR 11 2001
BUREAU OF INDIAN AFFAIRS
OFFICE OF INDIAN GAMING MANAGEMENT

TABLE OF CONTENTS

RECITALS 1

SECTION 1. TITLE 2

SECTION 2. DECLARATIONS 2

SECTION 3. DURATION 3

a. Effective Date 3

b. Term 3

c. Duration 3

SECTION 4. DEFINITIONS 4

SECTION 5. AUTHORIZED CLASS III GAMING 5

SECTION 6. LOCATIONS 5

SECTION 7. SERVICE AGREEMENTS 6

SECTION 8. CLAIMS 6

a. Procedure 6

b. Tort Claim 7

c. Wagering Claim 7

d. Posting 7

SECTION 9. REGULATIONS 7

a. Logs 8

b. Barred Lists 8

c. Audit 8

d. Rule Display 8

SECTION 10. ENFORCEMENT 8

a. Seminole Nation Gaming Commission 8

b. Investigation and Sanctions 9

c. Reporting 9

d. Meetings 9

SECTION 11. MONITORING 9

a. Access to Records 10

b. Notification 11

SECTION 12. CRIMINAL JURISDICTION 11

SECTION 13. EMPLOYEES 11

a. Applications 11

b. Probation 12

c. Disqualification 12

d. Background Investigations 12

e. Identification Cards 13

SECTION 14. PUBLIC HEALTH AND SAFETY 13

a. Compliance 13

b. Emergency Service and Accessibility 13

c. Minors 13

d. Alcohol 13

SECTION 15. DISPUTE RESOLUTION 13

a. Voluntary Resolution 13

b. Non-binding Arbitration 14

c. Declaratory Judgment 14

SECTION 16. RESERVATION OF RIGHTS 14

a. Additional Compacts 14

b. Status of Class II Gaming 14

c. Taxation 14

d. Preservation of Tribe Self-Government 15

SECTION 17. REIMBURSEMENT FOR EXPENSES INCURRED BY OKLAHOMA 15

a. Payments 15

b. Procedure 15

c. Disputes 15

SECTION 18. SEVERABILITY 16

SECTION 19. AMENDMENTS 16

SECTION 20. AUTHORITY TO EXECUTE 16

SECTION 21. NOTICES 16

SECTION 22. SUCCESSORS AND ASSIGNS 17

SECTION 23. GOVERNING LAW 17

APPENDICES

Appendix A - Pari-Mutuel Standards

Appendix B - Gaming Facilities Locations

Appendix C - Gaming Ordinances

TRIBAL- STATE OFF TRACK WAGERING COMPACT

Between the

SEMINOLE NATION

and the

STATE OF OKLAHOMA

This is a cooperative agreement made and entered into by and between the Seminole Nation hereinafter called "Tribe," a federally-recognized Indian Tribe, and the State of Oklahoma, "State," in accordance with the provisions of the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. § 2701 et seq.

RECITALS

WHEREAS, the Tribe and the State as separate sovereigns, recognize and respect the laws and authority of the other; and, WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory Act, Pub. 1. 100-497, 25 U.S.C. §2701 et seq. hereinafter called "Act", which provides in part that a Compact may be negotiated between the Tribe and the State to govern the conduct of certain Class III gaming activities on the Indian lands of the Tribe; and,

WHEREAS, the State acknowledges that it has no jurisdiction by virtue of federal law and the State's Constitution, Article I, Section 3, over Indian country located within the Tribe's jurisdictional boundaries; and,

WHEREAS, the Tribe exercises jurisdictional authority over the Tribe's Indian country, which is located within the State and which are "tribal lands" within the meaning of the Act, and upon and within which the gaming activities regulated hereunder shall take place; and,

WHEREAS, the Tribe and the State have negotiated the terms and conditions of this Compact in good faith so as to provide a regulatory framework for the operation of certain Class III gaming which is intended to (a) insure the fair and honest operation of such gaming activities; (b) maintain the integrity of all activities conducted in regard to such gaming activities; and (c} protect the health, welfare and safety of the citizens of the Tribe and the State; and,

WHEREAS, the parties hereto deem it to be in their respective best interest to enter into this Compact; NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Tribe and the State enter into the following Compact.

SECTION 1. TITLE

The title of this document shall be referred to as the Seminole Nation Off-Track Wagering Compact.

SECTION 2. DECLARATIONS

As a basis for this Compact, the Tribe and the State have made the following declarations:

(A) A principal goal of federal Indian policy is to promote the Tribe's economic development, the Tribe's self-determination and strong tribal government.

(B) The State recognizes the positive financial impact that gaming may have on the Tribe's membership. The Tribe will utilize revenues generated by gaming in accordance with the requirements of the Indian Gaming Regulatory Act of 1988 and the Seminole Nation Gaming Ordinance (as amended). This includes the funding of programs that provide important governmental services to the Tribe's citizens and to Indian Country residents. These programs include education, health and human resources, housing development, road construction and maintenance, sewer and water projects, police, fire and judicial services, economic development, and any other purpose authorized under the Act.

(C) The State further recognizes that the positive economic effects of such gaming will extend beyond the Tribe's lands to the Tribe's neighbors and surrounding communities. These economic benefits include the creation of new jobs, increased tourism and related economic development activities and will generally benefit all of Oklahoma and help to foster mutual respect and understanding among Indian and non-Indian.

(D) The Tribe and the State jointly wish to protect their citizens from any criminal involvement in the gaming activities regulated under this Compact.

(E) This Compact is intended to assure that gaming is conducted fairly and honestly by the Tribe, its employees and the players.

(F) The Compact shall govern the licensing, regulation, and operation of Class III gaming conducted by the Tribe on Tribe's lands located within the State.

(G) The act contemplates and grants authority for the entry of this Compact.

SECTION 3. DURATION.

a. Effective Date. After execution by the parties hereto, and approval by the State-Tribal Relations Committee of the Oklahoma Legislature and the Seminole Nation Legislature, this Compact shall become effective when notice of Approval by the Secretary of the United States Department of the Interior is published in the Federal Register as provided by the Act.

b. Term. This Compact shall have a three-year automatically-renewable term from the effective date. The term will automatically renew for successive three year periods unless a party gives notice of intent to terminate before 180 days prior to expiration of the preceding term. However, the State may not terminate this Compact except for the reasons set forth herein in Section 3 c. (2), (3), (4) or (5) of this Compact.

c. Duration. Once effective, this Compact will remain in full force and effect until one of the following shall occur:

(1) The term expires pursuant to a notice of an intent to terminate;

(2) The Compact is terminated by mutual consent of the parties;

(3) The Tribe duly adopts an ordinance or resolution revoking authority to conduct Class III Gaming within Tribe's Indian Country as provided by 25 U.S.C.A. § 2710(d)(2)(D);

(4) The State abolishes pari-mutuel wagering.

(5) Pursuant to a final, non-appealable judgment by a court of competent jurisdiction determining that:

(a) this Compact is invalid; or

(b) a party has committed a material breach that has not been timely cured or repeated violations as hereinafter set forth in Section 15 (c).

SECTION 4. DEFINITIONS

For the purposes of this Compact:

a. Act means the Indian Gaming Regulatory Act, Pub. L. 100-497, Oct.17, 1988, 102 Stat. 2467 codified at 25 U.S.C.A. § 2701 et seq. 18 U.S.C.A. §§ 1166 to 1168.

b. Class III Gaming means all forms of gaming defined in 25 U.S.C.A. §2703 (8).

c. Commission means the Tribal Indian Gaming Commission established pursuant to 25 U.S.C.A. § 2704.

d. Compact means this document and any appendices attached hereto.

e. Federal Government means the United States of America.

f. Gaming Employee means any natural person employed in the operation or management of the gaming operation, whether employed by or contracted to the Tribe or by any person or enterprise providing on-site or off-site services to the Tribe within or without the gaming facility.

g. Gaming Facility means any room or rooms where off-track bets authorized by this Compact are placed.

h. Gaming Operation means the gaming authorized by Tribe within Tribe's Indian Country by this Compact.

i. Off-Track Betting means pari-mutuel betting on races into an interstate common pari-mutuel pool consisting of the pari-mutuel wagers placed at track(s), its intrastate betting locations, other jurisdictions, and the pari-mutuel wagers placed at the Tribe Gaming Facilities authorized by this Compact.

J. Seminole Nation Indian Country means any lands as defined by 18 U.S.C. § 1151, and/or 25 U.S.C. § 2703, (4)(A) and (4)(B) over which the Tribe exercises jurisdiction.

k. OSBI means the Oklahoma State Bureau of Investigation, the organization now tasked by Oklahoma law to monitor and oversee Compacts relating to Indian gaming (74 O.S.Supp. 1995, § 1223], or such other entity that the Oklahoma Legislature may hereafter designate by law to perform these or related tasks.

l. OSF means the Oklahoma Office of State Finance.

m. State means the State of Oklahoma, its authorized officials, agents, and representatives.

n. Tribe means the Seminole Nation, its authorized officials, agents and representatives.

o. Pari-Mutuel System of Wagering means a form of wagering on the outcome of simulcast horse races in which those who wager, purchase tickets of various denominations on a horse or horses and all wagers for each race are pooled together and held by the gaming operation for distribution. The pari-mutuel system of wagering uses an electric totalizer or similar equipment which automatically registers the wagers made on each horse and prints and issues a ticket representing each wager.

p. Simulcast Horse Racing means receiving and telecasting by telecommunication telecommunications horseracing contests for view by patrons at various facilities simultaneous with the happening of said racing event.

q. Seminole Nation Gaming Commissioner means the person(s) appointed by the Tribe to be responsible for regulatory oversight of the Tribe's gaming.

SECTION 5. AUTHORIZED CLASS III GAMING

The Tribe may conduct off-track wagering consistent with this Compact, the Act and the standards of operation and management for pari-mutuel gaming described in Appendix A.

SECTION 6. LOCATION

This Compact is site specific. All gaming addressed herein shall be conducted only at locations within the Indian Country of the Tribe described in Appendix B. The parties are aware that some of the locations are situated within 60 miles of an existing Oklahoma race track. The Tribe agrees that it may not engage in simulcasting of horse races or accept off-track wagers at such locations unless it has the express written consent to do so from such race track. Nothing herein shall prohibit additional

compacts for other sites within the Indian Country of Tribe.

SECTION 7. SERVICE AGREEMENTS.

The Tribe will enter into a Pari-Mutuel and Racewire Service Agreement for the off-track wagering authorized by this Compact.

SECTION 8. CLAIMS.

To protect third parties, the Tribe has adopted a gaming ordinance consistent with 25 U.S.C.A. § 2710. A copy of this ordinance is attached hereto as Appendix C. Should the ordinance conflict with the terms of this Compact, the Compact will govern. This ordinance provides dispute resolution procedures that shall apply to tort and wagering claims unless change is required by federal law:

a. Procedure. In the event of an alleged personal injury or property damage suffered by a patron of the Gaming Facility, or in the event of a dispute between a patron and the Gaming Facility regarding the payment of bet or distribution of winnings, the patron may make a claim against the Gaming Facility as follows:

(1) Making Claim. Any patron having a claim against the gaming facility shall present a claim for any appropriate relief including the award of money damages. Claims against the gaming enterprise are to be presented within ninety (90) days of the date the loss occurs. In the event a claim is not presented following ninety (90) days after the loss occurs, but within one (1) year after the loss occurs, any judgment in a lawsuit arising from the act which is the subject of the claim shall be reduced by ten (10) percent. A claim against the gaming enterprise shall be forever barred unless notice thereof is presented within one (1) year after the loss occurs. A claim against the gaming facility shall be in writing and filed with the Tribal Gaming Commission at the address of the gaming facility. Notices explaining this procedure shall be posted in the gaming facility. Such notices shall explain that this procedure is the exclusive method of making a claim or registering a patron dispute about payment of a bet or a distribution of winnings. Such notices shall explain that upon denial of a claim redress must be sought exclusively in Tribe's Courts.

(2) Notice. The written notice of claims against the gaming facility shall state the date, time, place and circumstances of the claim, the identity of the persons, if known, the amount of compensation or other relief sought, the name, address and telephone number of the claimant, and the name, address and telephone

number of any agent authorized to settle the claim including a written copy of the authority of agent.

(3) Denial. A claim is deemed denied if the gaming facility fails to approve the claim in its entirety within ninety (90) days of receipt, unless the interested parties have reached a settlement before the expiration of that period. A person may not initiate suit unless the claim has been denied in whole or in part. The claimant and the gaming facility may continue attempts to settle a claim; however, settlement negotiations do not extend the date of denial.

(4) Limitations. No action for any cause arising from personal injury, property damage, or patron gaming dispute shall be maintained unless valid notice has been given and the action is commenced in a Tribe's CFR court within 180 days after denial of the claim as set forth herein. Neither the claimant nor the gaming facility may extend the time to commence an action by continuing to attempt settlement of the claim.

b. Tort Claim. During the term of this Compact, the Tribe shall maintain public liability insurance with limits of not less than $250,000 for any one person and $2,000,000 for any one occurrence for personal injury and $1 ,000,000 for any one occurrence for property damage. This insurance policy shall include an endorsement providing that the insurer shall not invoke tribal sovereign immunity up to the limits of the policy set forth above and, to this extent, the Tribe explicitly waives its immunity from suit. In the event of an alleged personal injury or property damage suffered at a gaming facility arising from alleged negligence by the Absentee Shawnee, the sole and exclusive remedy for an alleged tort claim is against this liability insurance policy and no asset of the Tribe may be levied against or executed upon by a claimant.

c. Wagering Claim. In the event of a disputed claim by a patron regarding distribution of winnings, the patron should submit a claim to the Tribal Gaming Commissioner consistent with the dispute resolution procedures in Appendix C.

d. Posting. Notices explaining dispute resolution procedures for tort or wagering claims shall be posted in prominent locations in each gaming facility and the copies will be made available upon request to the Tribal Gaming Commissioner.

SECTION 9. REGULATIONS.

In addition to the regulations in Appendix C, the following additional requirements apply:

a. Logs. The Tribe shall maintain the following logs as written or computerized records available for inspection by the OSBI and/or the OSF in accordance with this Compact:

(1) pay-out logs from all off-track wagering; and

(2) maintenance logs in relation to all gaming equipment pertaining to off track wagering.

b. Barred Lists. The Tribe shall establish a list of persons barred from the gaming facility. The Tribe shall use its best efforts to exclude persons with criminal histories from entry into its gaming facility and, upon request, send a copy of the barred list to the OSBI.

c. Audit. The Tribe shall have prepared a complete audit of the gaming operation, not less than annually, by an independent certified public accountant. The results of the independent audit shall be available to the OSBI and/or the OSF for their review.

d. Rule Display. Summaries of the house rules for off track wagering shall be visibly displayed in each Gaming Facility. Complete rules shall be available in pamphlet form in each Gaming Facility.

SECTION 10. ENFORCEMENT.

a. Seminole Nation Gaming Commission. The Seminole Nation Gaming Commission shall assure or have responsibility for:

(1) enforcement of all laws pertaining to the gaming operation, within the facility;

(2) the physical safety of gaming employees and of patrons in the gaming facility;

(3) safeguard the assets transported to and from the gaming facility

(4) provide for the detention of persons who may be involved in illegal acts and notify the Tribe, and/or other law enforcement authorities;

(5) record any and all unusual occurrences within the gaming facility. Each incident without regard to materiality shall be assigned a sequential number, and at a minimum the following information shall be recorded in indelible ink in a bound sequentially page-numbered notebook from which

pages cannot be removed without omission of page number. Each occurrence shall be:

(a) Assigned number;
(b) Date;
(c) Time;
(d) Nature of incident;
(e) Person involved in the incident.

b. Investigation and Sanctions. Pursuant to the Tribe's laws and regulations, the Seminole Nation Gaming Commission shall investigate any reported violation of the Compact provisions and shall require the gaming operation to correct the violation upon such terms and conditions as the Tribal Gaming Commission determines are necessary.

c. Reporting. The Tribal Gaming Commission shall forward copies of all investigation reports and final dispositions to the Tribe's Governor and to the State.

d. Meetings. In order to develop and foster a positive and effective relationship in the enforcement of the provisions of this Compact the Seminole Nation Gaming Commission and the OSBI and/or the OSF shall meet, not less than on an annual basis, to review past practices and examine methods to improve the regulatory program created by this Compact. The meetings shall take place at a location selected by the Seminole Nation Gaming Commission. The OSBI and/or the OSF prior to or during such meetings, shall disclose to the Tribal Gaming Commission any concerns, suspected activities or pending matters reasonably believed to possibly constitute violations of this Compact, by any person, organization or entity, if the disclosure will not compromise the interest sought to be protected.

SECTION 11. MONITORING.

The OSBI with the assistance of the OSF shall have the authority to monitor the Gaming Operation to ensure compliance with provisions of this Compact with concurrent supervision of the Seminole Nation Gaming Commission. In order to properly monitor the gaming operation, agents of the OSBI and/or the OSF shall have reasonable access to all areas of the gaming facility for off track wagering during normal operating hours after giving notice to the gaming facility manager and the Tribal Gaming Commission or designee; provided, however, the monitoring activities of these agents shall not interfere with the normal functioning of the gaming operation, and OSBI and OSF shall provide proper photographic identification to any Tribe representatives requesting the same.

a. Access to Records. Subject to the provisions herein, agents of the SCA shall have the right to review and, upon written request made by SCA to Tribe as a part of a formal investigation, having identified the Documents desired, copy such documents during normal business hours. All copying of documents as a part of such investigation shall be performed in the presence of a representative of Tribe and in an area provided by Tribe to the SCA for such purpose which is in or near the Facility and is both private and secured against inadvertent and unintended observers.

a.1 The SCA shall not be permitted to copy any Documents that contain business or marketing strategies or other proprietary and confidential information of the Enterprise (such as but not limited to customer lists, business plans, advertising programs, marketing studies, customer demographics or profiles and the like) or financial data relating to gross or net revenues, business or patron volume or attendance, or Activity performance (other than the audit reports themselves) which, if revealed to the public could reasonably be found to be harmful to the business or political interests of the Tribe or the Enterprise (Proprietary Documents).

a.2 Any Documents that the Tribe claims are Proprietary Documents and therefore not subject to copying shall be identified by the Tribe in writing following a request for copying by the State. In the event the State disagrees with one or more categories of documents so designated, it may invoke the dispute resolution provisions of Section 15 with respect thereto. No copies shall be made or disclosed by the State pending resolution of the dispute.

a.3 Notwithstanding anything herein to the contrary, the State may copy Proprietary Documents to the extent such copying is necessary to effectuate the good faith investigation of a suspected breach of this Agreement or the commission of a crime over which it has jurisdiction, but the State shall take all measures reasonably available to it under law to protect the confidentiality of the Proprietary Documents during and after such investigation, so long as such measures will not compromise the investigation. Upon the completion of such investigation, should no legal or administrative prosecution or enforcement action result therefrom, all such Proprietary Documents shall be immediately returned to the Tribal Enterprise.

a.4 Unless compelled otherwise by law, no Proprietary Documents or other Tribal or Enterprise Documents or copies thereof shall be released to the public by the State under any circumstances until the Tribe and the Enterprise have been given at least ten (10) days notice of the State's intent to do so and an opportunity to respond and object.

a.5 Nothing herein shall be construed as requiring the State to violate any provision of State law, including but not limited to the Oklahoma Open Records Act. Nothing herein shall be construed as a waiver by the Tribe of its right to protect and enforce the right of the Tribe to maintain the confidential nature of its business records and Proprietary Documents and information pertaining to gaming operations except as specifically provided above.

b. Notification. At the completion of any inspection or investigation by the OSBI and/or OSF, a full investigative report shall be forwarded to the Tribal Gaming Commission and the Tribe's Chief within (5) days.

SECTION 12. CRIMINAL JURISDICTION.

This Compact shall not alter State, Tribe, and federal criminal jurisdiction of State, Tribe, or Federal Government. All existing cross-deputization compacts between the Tribe and political subdivisions of State are hereby ratified and/or reaffirmed.

SECTION 13. EMPLOYEES.

a. Applications. Prior to hiring a prospective gaming employee for the gaming facility, the Tribe shall obtain sufficient information and identification from the applicant to permit a thorough background investigation. The information shall include:

(1) Full name, including any aliases by which applicant has ever been known;

(2) Social Security number;

(3) Date and place of birth;

(4) Residential addresses for the past ten (10) years;

(5) Employment history for the past ten (10) years;

(6) Driver's license number;

(7) All licenses issued and disciplinary actions taken in regard to any gaming license;

(8) All criminal arrests and proceedings, except for minor traffic offenses, to which the applicant has been a party;

(9) A set of fingerprints;

(10) A current photograph;

(11) Military service history; and

(12) Any other information necessary to conduct a thorough background investigation.

(13) The name and address of any licensing or regulatory agency with which the person has filed an application for a license, permit, or security clearance whether or not the same was granted;

b. Probation. The Tribe may employ on a probationary basis prospective gaming employees who present the above information and meet standards of the Tribe, until such time as the written report on the applicants' background investigation is complete.

c. Disqualification. The Tribe shall not employ as a gaming employee in the off track betting facility and shall terminate any probationary gaming employee, if the report on the applicant's background investigation finds that the applicant:

(1) Has been convicted of any felony, gaming offense or larceny;

(2) Has knowingly and willfully provided materially important false statements or information on his employment application; or

(3) Has been determined by the Tribal Gaming Commission to be a person whose prior activities, criminal record or reputation, habits and associations pose a threat to the public interest, or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices, methods and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto.

d. Background Investigations. The Tribe shall conduct background

investigations on all gaming employees. The same may be conducted before, during, and/or at any time during the term of employment conduct additional investigations. Any gaming employee who does not meet the minimum employment criteria shall be promptly dismissed.

e. Identification cards. The Tribal Gaming Commission shall require all gaming employees to wear in plain view identification cards that include photo, first name and an identification number unique to the individual, and a date issued.

SECTION 14. PUBLIC HEALTH AND SAFETY

a. Compliance. The construction, maintenance and operation of any gaming facility shall comply with all federal and Tribe standards for the same.

b. Emergency Service Accessibility. The Tribal Gaming Commission shall make provisions for adequate emergency accessibility and service to ensure the health and safety of all gaming patrons. Upon finalization of emergency access plans for all gaming facilities, the Tribe shall forward copies of said plans to State.

c. Minors. No person under 18 years of age shall be admitted into a gaming facility for off track betting nor be permitted to place any wager directly or indirectly.

d. Alcohol. No person under 21 years of age shall be admitted into an area of the gaming facility where alcoholic beverages are served. Any alcoholic beverages sold or otherwise permitted in the gaming facility shall be sold in accordance with applicable tribal and federal law.

SECTION 15. DISPUTE RESOLUTION.

In the event either party to this Compact believes the other party has failed to comply with any requirement herein or applicable regulations, or in the event of any disagreement or dispute as to the proper interpretation of the terms and conditions of this Compact, the following procedures may be invoked but shall not be construed to prevent either party from seeking immediate judicial relief.

a. Voluntary Resolution. The party asserting noncompliance or seeking an interpretation shall serve written notice on the other party. The notice shall identify the specific Compact provision alleged to have been violated or in dispute and shall specify in detail the factual basis for the alleged noncompliance or the Compact provision for which interpretation is sought. Within 30 days of receipt of notice, State and the Tribe shall meet in an effort to resolve the dispute.

b. Non-binding Arbitration. If a dispute arises among the parties that is not resolved within sixty (60) days of receipt of notice, either party may refer it to non-binding arbitration. If referred to arbitration, each party shall name the arbitrator. The two named arbitrators will name a third arbitrator. If the two named arbitrators cannot agree on a third arbitrator, the third arbitrator will be named by the American Arbitration Association. The expenses of arbitration shall be borne equally by the parties. A party asserting noncompliance or seeking an interpretation under this section shall be deemed to have certified to the best of his knowledge, information and belief formed after reasonable inquiry that the averment is warranted and made in good faith and is not made for any improper purpose, such as to harass or to cause unnecessary delay or needlessly increase the cost of resolving the dispute.

c. Declaratory Judgment. If either party considers itself aggrieved by a breach of this Compact, it may bring an action for breach of Compact in the United States District Court for the Western District of Oklahoma pursuant to 25 U.S.C.A. § 2710 (d)(7)(A). If the dispute involves a material breach of this Compact and is not cured, the court could declare the Compact terminated. Either party may claim in an action that repeated violation of this compact constitutes a prospective intent not to abide by its terms and that, therefore, the pattern of repeated violations constitutes a material breach of this Compact. Although this remedy is consistent with 25 U.S.C.A. § 2710, - (d)(3)(C)(v), nothing herein shall be construed to authorize any other equitable remedy, nor to authorize a money judgment except for unpaid costs of monitoring by the State. To the extent necessary and permitted by applicable law each of the parties waive immunity from suit for the limited purpose of this section.

SECTION 16. RESERVATION OF RIGHTS.

a. Additional Compacts. By entering this Compact, the Tribe shall not be deemed to have waived the right to initiate and pursue the procedures provided by the Act should State refuse to enter into a Compact after the Tribe has made a written request with respect to other forms of Class III gaming, and neither State nor the Tribe shall be deemed to have waived any rights, arguments or defenses applicable to such a procedure.

b. Status of Class II Gaming. Nothing herein shall be deemed to affect the operation by the Tribe of any Class II gaming as defined in the Act, whether conducted within or without the gaming facilities or to confer upon State any jurisdiction over such Class II gaming conducted in Tribe's Indian country, nor Class III gaming inconsistent with this Compact.

c. Taxation. Neither State nor any of its political subdivisions shall impose any tax, fee, charge or other assessment upon the admission to any gaming facility of the Tribe or upon the conducting of or engaging in any gaming activity conducted at a

facility authorized by this compact. To the extent the Tribe gaming operation is responsible for filling out IRS Form W-2G on persons who receive proceeds of a wagering transaction governed by the Compact, a copy of said form shall also be provided to the Oklahoma Tax Commission.

d. Preservation of Tribe Self Government. Nothing in this Compact shall be deemed to authorize State to regulate in any manner the government of the Tribe, including the Absentee Shawnee Gaming Commission, or to interfere in any manner with the Tribe's selection of its governmental officers or employees.

SECTION 17. REIMBURSEMENT FOR EXPENSES INCURRED BY OKLAHOMA.

The Tribe realizes that the State has incurred expenses in negotiating this Compact and will incur expenses related to the obligations undertaken under this compact. Accordingly, the parties agree as follows:

a. Payments. The Tribe agrees to reimburse the State for the actual amount of time and expenses of personnel as reasonably assessed by State in accordance with Section 11, paragraph (3) (c) (III) of the IGRA related to this compact. State agrees to provide Tribe with an itemized accounting of all charges assessed within (60) days of occurrence.

b. Procedure. The State shall bill the Tribe reasonable and necessary costs related to obligations undertaken under this compact. Unless unreasonable or unnecessary, the costs for such services shall be those established by State either by agency rule or by statute or, where the cost of services (including more extensive background checks, other investigations, monitoring or similar matters) is not established by rule or by statute, the costs shall include agents' time, including out-of--pocket expenses, benefits and travel expenses at the statutory rate. State shall send invoices to the Tribe for these services. Payments shall be made within sixty (60) days to the Office of the State Treasurer. Reimbursement for services provided by State shall be transmitted by the Office of the State Treasurer to the OSBI, OSF, or any other appropriate agency to defray the cost of services as required under this compact.

c. Disputes. Should the Tribe dispute the reasonableness or necessity of any charges, such dispute shall be resolved as herein above set forth in Section 15.

SECTION 18. SEVERABILITY.

Each provision, section and subsection of this Compact shall stand separate and independent of every other provision, section or subsection. In the event that a court of competent jurisdiction shall find any provision, section or subsection of this Compact to be invalid, the remaining provisions, sections and subsections of the Compact shall remain in full force and effect, unless the invalid provision materially alters the relationship between the parties. In the event of such alteration, the parties shall negotiate to comply as nearly as possible with the original intent of this Compact.

SECTION 19. AMENDMENTS.

The parties may request negotiations to amend or modify this Compact. The amendment or modification request may include requests for approval of gaming activities that are legitimately within the scope of the Act. In the event of a request for negotiation to amend or modify, this Compact shall remain in effect until amended or modified, but such a request shall not extend the Compact term. Additional requests to negotiate other forms of gaming made by the Tribe shall be treated as requests to negotiate pursuant to the Act. The parties shall have one hundred eighty (180) days to negotiate, and all further procedures and remedies available under the Act shall thereafter apply. The Tribe and the State may mutually agree to extend the 180-day period without prejudice to the rights of either party under this section. Any amendment to this Compact shall be in writing and must be approved by the Secretary of the United States Department of the Interior. However, changes in the Tribe Gaming Ordinance (Appendix C) shall not be considered amendments and may be effected as otherwise provided by this Compact or by law.

SECTION 20. AUTHORITY TO EXECUTE.

The undersigned represent that they are duly authorized to execute this agreement on behalf of the party designated.

SECTION 21. NOTICES.

All notices required or authorized to be served herein shall be Sent by certified mail (return receipt requested), commercial overnight courier services, or by personal delivery to the following addresses:

OKLAHOMA

Governor of Oklahoma
State Capitol, Room 212
Oklahoma City, OK 73105

Chairman, State-Tribal Relations Committee
State Capitol
Oklahoma City, OK 73105

Attorney General of Oklahoma
State Capitol, Room 112
Oklahoma City, OK 73105

Oklahoma State Bureau of Investigation
ATTN: Commissioner
6600 N. Harvey, Suite 300
Oklahoma City, OK 73116

SEMINOLE NATION

Office of the Chief
Seminole Nation of Oklahoma
Wewoka, Oklahoma 74884

Seminole Nation Gaming Commission
Seminole Nation Complex
Wewoka, OK 74884

SECTION 22. SUCCESSORS AND ASSIGNS.

This compact shall be binding upon successors and assigns of the parties hereto.

SECTION 23. GOVERNING LAW.

This compact shall be governed by and construed in accordance with the laws of the United States, the State, and the laws of the Tribe, whichever are applicable. This compact shall be controlling. In the event of any ambiguity, this compact shall be deemed drafted by both parties and shall not be construed against or in favor of any

party by virtue of draftsmanship, or as a matter of law.

SEMINOLE NATION

Jerry Haney, Chief
Date: 3-27-01

[SEAL]

STATE OF OKLAHOMA

Governor
Date: 3-28-01

[SEAL]

Attest _____
Secretary Of State

OKLAHOMA LEGISLATIVE APPROVAL

Approved by a quorum of the Joint Committee on Tribal-State Relations the 28th day of March, 2001.

Chairman

FEDERAL APPROVAL

Consistent with 25 U.S.C.A. § 2710(d)(8) this compact is approved on this 25th day of May, 2001 by the United States Department Of Interior.

DEPUTY ASSISTANT SECRETARY - INDIAN AFFAIRS (MANAGEMENT)
for the Department of the Interior

By: _____
JAMES H. MCDIVITT

APPENDIX A

PARI-MUTUEL STANDARDS

A. DEFINITIONS

B. GENERAL CONTROLS

C. COMPUTER SYSTEM

D. OPEN/CLOSING PROCEDURES

E. BETTING TICKET ISSUANCE AND CONTROLS

F. SCREEN ACTIVATED MACHINES (SAMS)

G. PAYMENT OF WINNING WAGERS

H. POSTING OF RULES

I. UNPAID WINNERS

J. LOST TICKETS

K. MAIL PAYMENTS

L. REPORT DESCRIPTIONS

PARI-MUTUEL STANDARDS

A. DEFINITIONS:

BREAKAGE - the odd cents over a multiple of ten cents arising from the computation of odds and payouts on amounts wagered on a race which is part of interstate common pari-mutuel pool.

COMMISSION ON WAGERS - an amount retained and not returned to patrons from the total amount of off-track pari-mutuel wagers.

GROSS REVENGE - the total commission on off-track pari-mutuel wagers, less the amount paid to track for the right to be part of the interstate common pari-mutuel pool (retrack fee").

INTERSTATE COMMON PARI-MUTUEL POOL - a pari-mutuel pool consisting of the pari-mutuel wagers placed at track, its interstate betting locations, other jurisdictions, and the off-track pari-mutuel wagers placed at Guest, and accepted into the off-track pari-mutuel system.

LIVE AUDIO VISUAL SIGNAL - the audio and visual transmission of a race, or series of races, as it occurs at track.

MANUAL MERGE - the process used in the event of a systems or communications failure by which the systems operator transmits to track-through telephone, telecopy, cellular or any other means of communication, the wagering information for a particular race or group of races, and the process by which track includes the off track pari-mutuel wagers into the interstate common pari-mutuel pool in such event.

OFF-TRACK PARI-MUTUEL SYSTEM - a computerized system or component of a system that is used to transmit wagering data and wagering information to and from a race track which offers interstate common pari-mutuel pools.

OFF-TRACK PARI-MUTUEL WAGER - a wager placed by a patron and accepted by guest on a race or races offered as part of an interstate common pari-mutuel pool offered by track, and accepted into the off-track pari-mutuel system.

POST TIME - for purposes of off-track pari-mutuel wagering is when the first entrant enters the gate.

SYSTEMS OPERATOR OR OPERATOR OF A SYSTEM - a person engaged in providing the off-track pari-mutuel system or services directly related to the reconciliation of the interstate common par-mutuel pool and transfers of funds between track and guest.

TRACK - an out-of-state facility licensed to operate horse or other racing where pari-mutuel wagering on races is conducted.

WAGERING DATA - the information regarding results, actual payouts, and the amount of pari-mutuel and off-track pari-mutuel wagers accepted for each race or group of races in the interstate common pari-mutuel pool.

WAGERING INFORMATION - the amount of off-track pari-mutuel wagers accepted for each race or group of races by guest.

B. GENERAL CONTROLS:

1. The Nation's gaming facility will maintain appropriate security at all times.

2. A key employee will be on premises at all times wagering is conducted. The name of each key employee shall be maintained on file, and provided to the Chickasaw Gaming Commissioner.

3. The Gaming Facility will not accept wagers on credit.

4. Gaming Facility employees are prohibited from wagering on events while on duty.

C. COMPUTER SYSTEM:

The main processors consist of three DEC 4000 Series 90 central processing units operating in triplex or other suitable computer substitutes. These central processing units are located at a suitable location by the simulcast signal provider with telecommunication links to peripheral terminals located at the Nation Gaming Facility or at some other suitable and securely equivalent location.

The systems provide hard disk storage in the form of dual-disk disk drives of 2.1 gigabytes each, and 2.1 gigabytes of magnetic tape for backup data or some other storage of similar or greater capacity.

Program source code shall no t be available to Gaming Facility employees, or to Nation's data processing employees.

Access to the main processors located at the source location is limited to authorized simulcast provider personnel or substitute entity personnel from the signal source locations.

The pari-mutuel system will be connected to the Gaming Facility via a dedicated telephone line or other acceptable communication system. Access through a dial-up modem or other suitable alternative will be available in case the leased dedicated telephone line becomes inoperative.

Writer/cashier terminals and screen activated machines (SAMs) will be furnished to the Gaming Facility by source location. Access to writer/cashier terminals will be restricted to writers/cashiers. This restriction will be provided by requiring operator number and passwords to log on to the system. Writer/cashier operator numbers will be issued by source location. Passwords for writers/cashiers will remain confidential, known only by the writer/cashier. Passwords for writers/cashiers will be changed at least quarterly.

Supervisor and accounting personnel operator numbers and passwords will be issued by source location. These passwords will be changed at least quarterly.

A Gaming Facility or other employee, approved by the ~~Chickasaw~~ Seminole Gaming Commissioner may perform routine maintenance and service of the hardware components of the Gaming Facility's wagering and communication equipment. Source location-dispatched technician will perform all non-routine maintenance and service of the hardware components of the Gaming Facility's equipment.

Nothing here shall prevent the Nation from providing an alternative computer system provided that the protection it maintains for the Nation and it's patrons is similar to those provided by the described system and source location.

D. OPENING/CLOSING PROCEDURES:

1. Opening Procedure

Ticket writer/cashier receives his/her starting bank from the cage.

Ticket writer/cashier verifies funds and enters the amount on a log. The writer/cashier signs the log.

Upon completion of bank opening procedures, the writer/cashier will sign on to the system by inputting his operator code and password. The system will print a sign-on ticket that will contain the following information: "sign-on" designation, Gaming Center name, date, time, station number and operator number.

2. Closing Procedures

When the writer/cashier closes his/her Pari-mutuel station, a sign-off ticket and a summary ticket will be printed by the terminal. The sign-off ticket will contain the following information: sign-off designation, Gaming Facility name, date, time, station number and operator number. The summary ticket will contain the

following information: Gaming Facility name, date, time, station number, operator number, take (sales), voids (cancels), paid (cash), the IRS withholding amount, and beginning bank (draw). Information on cash turn-ins (cash balance) will only be available to the book supervisor via password access. The cash drawer is then counted by the cashier/writer and the shift supervisor. Both sign the count sheet. The computer terminal is accessed to determine the writer's total cash balance. This is compared to the count sheet and variations are investigated.

Once verified, a manual cash-in slip is created and signed by both the writer/cashier and the shift supervisor, the writer/cashier will proceed to the slot cage and will turn in their funds.

E. BETTING/TICKET ISSUANCE AND CONTROLS:

Betting tickets shall be in single part form. The original is given to the customer. A second "copy" is retained internally within the computer system and is not accessible by Pari-Mutuel Gaming Facility personnel

The computer system prints a number on each ticket which identifies each writer station.

Only one random numerical computer-assigned series per station shall be used at one time.

Unused tickets will be stored in the Pari-Mutuel Gaming Facility storage room. These forms are serially numbered by the computer and do not require the "sensitive" forms inventory control procedures.

The computer system will not allow a ticket to be voided after a race event is locked out.

All bets will be made in cash or chips and shall be evidenced by the issuance of a ticket upon acceptance of a wager.

Tickets will not be written or voided after the outcome of an event is known.

F. SCREEN ACTIVATED MACHINE

1. The screen activated machine (SAM) is a self-service betting machine which allows customers to place wagers using a winning ticket or voucher generated by the system.

2. The customer must insert a voucher or winning ticket for the SAM to accept a wager. Wagers will be made keying in the amount of the bet, the type of bet, and the horse or horses selected. After the selection process is complete, the SAM will print a bet ticket. The SAM will print a bet ticket. The SAM will for the remaining balance, if any, owed voucher will contain the serial number, and SAM number. This information will the voucher. Once the wager is placed, the voucher to place additional wagers for cash.

3. When a patron wishes to redeem a voucher, the writer/cashier will insert it into the bar code reader. The computer will then generate a paid ticket and the writer/cashier will pay the patron. All other procedures described concerning payouts on winning wagers will be compiled with as applicable.

4. Outstanding vouchers will be listed on the Outsbook Voucher Report. Vouchers outstanding more than a specified number of days will be purged by the Systems Operator.

5. All winning tickets and vouchers inserted into the SAM will be deposited automatically into a locked box in the machine. On a daily basis, an accounting representative will check out the key to the lock boxes to remove the tickets and vouchers. The key will be at a department independent of the Pari-Mutuel Gaming Center and will require signing a log to access. After the accounting representative obtains the tickets and vouchers, he or she will immediately deliver them to accounting.

6. Voids will not be allowed at a SAM. Additionally, winning tickets that require IRS withholding will not be paid at the SAM.

G. PAYMENT OF WINNING WAGERS:

Upon presentation of a winning ticket by a customer, the writer/cashier will insert the ticket in to the bar code reader for verification and payment authorization. The system will brand the ticket with the payout amount, writer/cashier's station number, and date. Information on all wining tickets paid will be retained by the system.

Should the bar code reader fail to read a ticket, the writer/cashier will manually enter the ticket number into the terminal. A payout ticket will then be printed which will include the following information: ticket number, "pay" indication, Gaming Facility name, pay amount, date, station number, and operator number.

The computer software is designed to prevent payment of a ticket that has been previously paid by the system, voided by the system, a losing ticket, or a ticket not issued by the system.

Payoffs over $10,000.00 may be delayed for up to 24 hours after the next banking day.

For winnings requiring the completion of a form W-2G, the computer system will preclude a writer/cashier from making payment until the patron's social security number is entered. Once the social security number is entered, the computer will compute the amount of withholding and the amount of customer payment. The system will not pay a winning ticket, which requires IRS withholding, unless the customer provides his/her social security number at the time of payment. The system will calculate the withholding amount and the net amount due to the customer, which will both be printed on the ticket. This will alert the writer/cashier and the supervisor to complete the required IRS forms. Persons who do not have social security numbers may receive winnings from the manager after complying with federal tax requirements.

H. POSTING OF RULES:

1. Posting of rules

All house rules shall be conspicuously displayed in the Gaming Facility.

2. Refunds

All bets received on any entry which does not start or on a race which is canceled or postponed shall be refunded on the basis of the refund policy in effect at the track.

3. Refusal to accept bets

The Gaming Facility reserves the right to refuse to accept bets on a particular entry or entries or in any or all pari-mutuel pools for what it deems good and sufficient reason.

4. Cancellation of track pool

In the event that a pari-mutuel pool is canceled by the track, the corresponding off-track betting pari-mutuel pool shall be refunded.

5. Responsibility of the Gaming Facility

The Gaming Facility bears no responsibility with respect to the actual running of any race or races upon which it accepts bets. In all cases, the off-track betting pari-mutuel pool distribution shall be based upon the order of finish posted at the track as "official". The determination of the judges, stewards or other appropriate officials at the track shall be conclusive in determining the payoffs of the Gaming Facility.

6. Error in calculation of payments

In the event an error in calculation of payment occurs in a pool which is the result of the combination of the track pool and the off-track betting pool, the rules in effect at the track governing the disposition of such error shall prevail.

I. UNPAID WINNERS:

Unpaid winners remain on the computer system for a minimum of 120 days after the conclusion of a racing meet. Following the 120 day period, the unpaid winners are brought back into revenue by the source location.

J. LOST TICKETS:

Upon notification by a patron that a winning betting ticket has been lost, stolen or is otherwise not available for presentation, the following procedures will be followed:

1. The patron must report the loss of the ticket not later than the third day following the day the race was completed, unless the patron can show circumstances where this was not possible, or unless approved by Gaming Facility management.

2. A lost ticket report will be prepared by the Gaming Facility from information supplied by the patron. The report will contain the following information:

a. Name, address and telephone number of patron

b. Date/time the ticket was purchased

e. Amount/type of wager

d. Horse/greyhound betting numbers

e. Ticket number (if known by patron)

f. Signature of patron

g. Signature of report preparer

h. Signature of Gaming Facility Manager/Supervisor

3. The lost ticket report will be delivered to the controller who will instruct an accounting clerk to research the unpaid ticket file.

a. If an unpaid ticket that matches the information on the lost ticket report cannot be located, the lost ticket report will be returned to the Gaming Facility Manager with instructions that no payment can-be made.

b. If an unpaid ticket is found that matches the lost ticket report, the unpaid ticket will be "locked" in the computer system to prevent payment to other than the claimant for the holding period of one hundred twenty (120) days after the conclusion of the racing meet on which the wager was placed.

4. After the ticket is held for this one hundred twenty (120) day period, the patron may be paid. The controller reviews all of the lost ticket claim support paperwork prior to signing the check to be mailed to the customer.

5. If the ticket is presented for payment within this one hundred twenty (120) day period by other than the patron represented on the lost ticket report; or if a dispute arises from the foregoing procedures, it will be the Gaming Facility's responsibility to resolve such disputes.

K. MAIL PAYMENTS:

Only original wagered tickets are acceptable for mail payments.

All mail payment requests are opened and logged by personnel independent of the Gaming Facility. A copy of the log is retained by the accounting department for auditing mail tickets paid. The mailed ticket is forwarded directly to the Gaming Facility Manager's office, where it is then entered into a writer/cashier's terminal for unpaid ticket update to indicate that the ticket is no longer outstanding.

A request for disbursement and the approved ticket are forwarded to the controller for payment.

Only the controller or a designate is authorized to approve mail payments.

L. REPORT DESCRIPTIONS:

The race auditor has the ability to generate the following reports from the RMC each day:

Recap Report - This report will contain information by track and total Information regarding write, refunds, payouts, outs, payments on outs, and federal tax withholding for each track will also be included. Additionally, information regarding SAM voucher activity will be included. This report will provide daily amounts.

Daily Reconciliation Report - This report will summarize information in total by track. Report information will include write, today's winning ticket total, total commission and breakage due the licensee, and net funds transfer to or from the licensee's bank account.

Window Activity Report - This report will summarize for each window the following information: Sales, cash outs, cancels, draws, returns, vouchers sold, vouchers cashed, over/short.

Teller Balance Report - This report will summarize daily activity by track and writer/cashier, and SAM terminals. Specifically, the report will contain the following: tickets sold, tickets cashed, tickets canceled, draws, returns, computed cash turn-in, actual turn-in, and over/short.

Teller Details Report - This report will summarize teller activity. Specifically, for each teller the report will contain tickets sold, tickets cashed, tickets canceled, tickets refunded, W-2G withholdings, funds returned, draws and over/short. Session Sales Summary - This report will summarize sales activity for each type of wager placed, for each race run, and for each track opened. Additionally, total sales will be provided. Specific information included will be sales, cancels, sales, from previous sessions, refunds, and net sales.

Cashed Tickets Report - This report will list all paid winning tickets by track and race. This report will include the ticket number, date, tickets written, horse or greyhound selection and type of bet made amount of bet or bets, total take, and pay amount. The report will also include IRS withholdings, if applicable.

Canceled Tickets Report - This report will list all tickets that were canceled for the day. Specific information will include ticket serial number, sale window, cancellation window, and amount.

Refunded Tickets Report - This report will list all tickets refunded for the day. Specifically, this report will include ticket serial number, ticket description, and amount.

SAM Activity Report - This report will contain a summary of Screen Activated Machines (SAM) activity. Specifically, this report will include the SAM number, ticket sales, ticket cash outs, voucher sales, and voucher cash outs.

Cashed Voucher Report - This report will contain a detailed listing of all vouchers cashed for the day. Specifically, this report will contain the ticket serial number, the window(s) at which the voucher was sold and cashed, and the amount of the voucher cashed.

IRS Tax Report-Cashed - This report will contain a detailed listing of all tickets cashed that were subject to federal withholding. This report will include the customer's social security number, ticket serial number, ticket conditions, race date, amount of payout, withholding amount, net payout, cashing and selling window(s), and teller identification.

Future Tickets Report - This report will contain a detailed listing of all tickets bet on events occurring subsequent to the current day. This report will include ticket serial number, window where the ticket was bet, cost, amount, type of bet, race number, and horses chosen.

Outsbook Tickets Report - This report will contain a listing by window, race, track and in summary of winning tickets which remain unpaid. Specifically, this report will include ticket number, window, pay amount, and IRS withholding (if applicable).

Public Results Information Report - This report will contain race results and prices paid.

Transaction Search Report - This report will contain a listing of all tickets and vouchers written and paid per station. Also the report contains canceled tickets.

Exception Report - This report will contain a listing of all systems functions and overrides not involved in the actual writing or cashing of tickets. This report will also include sign-on/off tickets, voids, and manually entered paid tickets.

APPENDIX B
GAMING FACILITIES LOCATIONS

1. At the intersection of Interstate 40 and State Highway 99. North of Little, Oklahoma.
2. At the Mekusukey Mission. South of Seminole, Oklahoma.
3. At the intersection of State Highways 270 and 56. South of Wewoka, Oklahoma.
4. At the intersection of State Highways 39 and 99. East of Konawa, Oklahoma.

APPENDIX C
GAMING ORDINANCES

TITLE 15

GAMING

REVISED 10/07/00

GENERAL PROVISIONS

Section 1. Title. This Act shall be cited as the "Seminole Nation Public Gaming Act."

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 2. Authority. The Nation is empowered to enact this Act pursuant to the Constitution of the Seminole Nation, Art. V, Sec. (a) & (d).

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 3. Findings. The General Council finds that:

(a) The present needs of the Seminole people include employment and training, health care, educational opportunities, nutrition, mental health, juvenile services, housing, planning and development, legal services, senior citizen programs and social services which are not presently being met in sufficient quantity by United States government agencies.

(b) The Seminole Nation desires to be self-sufficient in its internal affairs, as reliance upon federal resources has been adverse to the quality of life within this nation in both the recent and far past.

(c) The regulation of public gaming within the Seminole Nation is in the interest of the Seminole people and their health and welfare;

(d) Public gaming operations have been introduced to the Seminole Nation, and it is of vital interest to the public health, safety and welfare of the Seminole people that the Nation regulated public gaming in a manner commensurate with the interests of the Seminole people;

(e) The Indian Gaming Regulatory Act of 1988, 25 U.S.C. §2701 et seq., recognizes the authority of the Seminole Nation to regulate gaming within its borders;

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 4. Purpose. The purpose of this Act is to promote the public health, safety and welfare of the Seminole people by regulation of public gaming activities and to generate revenue for self perpetuation and essential governmental services.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 5. Definitions. For the purpose of this Act--

(a) Chairman. "Chairman" means the chairman of the National Indian Gaming Commission or his designee.

(b) Chief. "Chief" means the Principal Chief of the Seminole Nation.

(c) Gaming. "Gaming" means all forms of Class I, Class II, or Class III, which are defined as follows;

(1) Class I Gaming. "Class I Gaming" is:

(a) Social games played solely for prizes of minimal value; or

(b) Traditional forms of Indian gaming when played by individuals in connection with tribal ceremonies or celebrations

(2) Class II Gaming. "Class II Gaming" means:

(a) Bingo or lotto (whether or not electronic, computer, or other technologic aids are used) when players:

(i) Play for prizes with cards bearing numbers or other designations;

(ii) Play for prizes with cards bearing numbers or other designations;

(iii) Cover numbers or designations when object, similarly numbered or designated are drawn or electronically determined; and

(iv) Win the game by being the first person to cover a designated pattern on such cards;

(b) If played in the same location as bingo or lotto, pull-tabs, punch boards, tip jars, instant bingo, and other games similar to bingo;

(c) Non-banking card games that:

(i) State law explicitly authorizes, or does not explicitly prohibit, and are played legally anywhere in the state: and

(ii) Players play in conformity with state laws and regulations concerning hours, periods of operation and limitations on wagers and pot sizes:

(d) Card games played in the states of Michigan, North Dakota, South Dakota, or Washington if:

(i) An Indian Nation actually operates the same card games as played on or before May 1, 1988 as determined by the Chairman; and

(ii) The pot and wager limits remain the same as on or before May 1, 1988 as determined by the Chairman;

(e) Individually owned class II gaming operations-

(i) That are operating on September 1, 1986:

(ii) That meet the requirements of 25 U.S.C. 2710 (b) (4) (B);

(iii) Where the nature and scope of the game remains as it was on October 17, 1988; and

(iv) Where the ownership interest or interests are the same as on October 17, 1988.

(3) Class III Gaming. "Class III gaming" means all forms of gaming that are not class I gaming or class II gaming, including but not limited to:

(a) Any house banking game, including but not limited to:

(i) Card games such as baccarat, chemin de fer, blackjack (21), and pai gow (if played as house banking games;

(ii) Casino games such as roulette, craps, and keno:

(b) Any slot machines as defined in 15 U.S.C. 1171 (A) (1) and electronic or electromechanical facsimiles of any game of chance:

(c) Any sports betting and parimutuel wagering including but not limited to wagering on horse racing, dog racing or jai alai; or

(d) Lotteries.

(d) Collateral Agreement. "Collateral agreement" means any contract, whether or not in writing that is related, either directly or indirectly, to a management contract or to any rights, duties or obligations created between a Nation (or any of its members, entitles, or organizations) and a management contractor or subcontractor (or any person or entity related to a management contractor or subcontractor).

(e) Electronic, Computer or Other Technologic Aid. "Electronic, computer or other technologic aid" means a device such as a computer, telephone, cable, television, satellite or bingo blower and that when used:

(1) Is not a game of chance but merely assists a player or the playing of a game;

(2) Is readily distinguishable from the playing of a game of chance on an electronic or "facsimile;

(3) Is operated according to applicable Federal communications law.

(f) Electronic or Electromechanical Facsimile. "Electronic or facsimile" means any gambling device as defined in 15 U.S.C 1171 (a) (2) or (3).

(g) Game Similar to Bingo. "Game similar to bingo" means any game that meets the requirements for bingo under §502.3 (a) of this part and that is not a house banking game under §502.11 of this part.

(h) Gaming Operation. "Gaming operation" means each economic entity that is licensed by a Nation, operates the games, receives the revenues, issues the prizes, and pays the expenses. A gaming operation may be operated by a Nation directly; by a management contractor or, under certain conditions, by anoter person or other entity.

(i) General *Council*. *"General Council"* means the Gemeral Council of the Seminole Nation.

(j) Hearing De Novo. "Hearing De Novo" means a new hearing or a hearing for the second time contemplating an entire trial in the same manner in which matter was originally heard and a review of previous heraings.

(k) House Banking Game. "House Banking game" means any game of chance that is played with the house as a participant in the game, where the house takes on all players, collects from all losers, and pays all winners, and the lhouse can win.

(l) IGRA. "IGRA" means the Federal Indian Gaming Regulatory Act of 1988, 25 U.S.C §2701.

(m) Indian Lands. "Indian lands" means:

(1) Land within the limits of an Indian reservation; or

(2) Land over which an Indian Nation exercises governmental power and that is either:

(a) Held in trust by the united States for the benefit of any Indian Nation or individual; or

(b) Held by an Indian Nation or individual subject to restriction by the United States against alienation.

(n) Indian Nation. "Indian Nation" means any Indian Nation, band, nation, or other organized group or community of Indians that the Secretary recognizes as:

(1) Eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

(2) Having powers of self-government.

(o) Key Employee. "Key employee" means:

(1) A person who performs one or more of the following functions;

(a) Bingo caller;
(b) Counting room supervisor
(c) Chief of security;
(d) Custodian of gaming supplies or cash:
(e) Floor manager;
(f) Pit Boss;
(g) Dealer;
(h) Croupier;
(i) Approver of credit; or
(j) Custodian of gambling devices including persons with access to cash and accounting records within such devices:

(2) If not otherwise included, any other person whose total cash compensation is in excess of $50,000 per year; or,

(3) If not otherwise included, the four most highly compensated persons in the gaming operation.

(p) License. "License" means the permission by authority of the Seminole Nation to do an act, which without permission could be illegal. It is a permit granted by the SNG Commission for a consideration to a person, group, community, firm or corporation to pursue gaming regulation under the jurisdiction of the Seminole Nation.

(q) Management Contract. "Management contract" means any contract, subcontract, or collateral agreement between an Indian Nation and a contractor or between a contractor and a subcontractor if such contract or agreement provides for the management of all or part of a gaming operation.

(r) National Indian Gaming Commission. "National Indian Gaming Commission" means the federal Commission established by the National Indian Gaming Regulatory Act.

(s) National Indian Commission Chairman. "National Indian Gaming Commission Chairman" means the Chairman of the National Indian Gaming Commission.

(t) Net Revenues. "Net revenues" means gross gaming revenues of an Indian gaming operation less:

(1) Amounts paid out as, or paid for, prizes; and

(2) Total gaming-related operating expenses, excluding management fees.

(u) Person Having a Direct or Indirect Financial Interest in a Management Contract. "Person having a direct or indirect financial interest in a management contract" means:

(1) When a person is a party to a management contract, any person having a direct financial interest in such management contract:

(2) When a trust is a party to a management contract, any beneficiary or trustee;

(3) When a partnership is a party to a management contract, any partner;

(4) When a corporation is a party to a management contract, any person who is a director or who holds at least 10% of the issued and outstanding stock alone or in combination with another stockholder who is a spouse, parent, child or sibling; or

(5) When an entity other than a natural person has an interest in a trust, partnership or corporation that has an interest in a management contract, all parties of that entity are deemed to be persons having a direct financial interest in a management contract.

(v) Person Having Management Responsibility for a Management Contract. "Person having management responsibility for a management contract" means the person designated by the management contract as having management responsibility for the gaming operation, or a portion thereof.

(w) Primary Management Official. "Primary management official" means:

(1) The person having management responsibility for a management contract:

(2) Any person who has authority;

(a) To hire and fire employee; or

(b) To set up working policy for the gaming operation; or

(3) The chief financial officer or other person who has financial management responsibility.

(x) Secretary. "Secretary" means the Secretary of the Interior.

(y) SNG Commission. "SNG Commission" means the Seminole Nation Gaming Commission established pursuant to this Act.

(z) SNG Commissioner. "SNG Commissioner" means a member of the Seminole Nation Gaming Commission.

(zz) Tribal-State Compact. "Tribal-State compact" means an agreement between a Nation and a state about class III gaming under 25 U.S.C 2710(d).

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Amended by Law No. 92-1, March 7, 1992; Amended by Law No. 94-2, February 24, 1994.]

Section 6. Interpretation of Act. The provisions of this Act, being necessary for the welfare of the Seminole Nation and its inhabitants, shall be liberally construed to effect the purpose and object thereof. Section headings contained herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any article or section hereof.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 7. Severability. The provisions of this Act are severable and if any part or provision hereof shall be held void by a court of competent jurisdiction, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this Act.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 8. Repeal of Inconsistent Legislation. This Act is intended to amend and replace Seminole Nation Ordinance 86-2 in its entirety. All other laws of the Seminole Nation inconsistent with the provisions of this Act and existing as of the effective date of this Act are hereby repealed, including all inconsistent laws, ordinance, and resolution. Repeal by this Code of any law, ordinance, or resolution shall not have the effect of reviving any prior law, ordinance, or resolution theretofore repealed or suspended by such repealed code.

[HISTORY: Ordinance No. 86-2; Ordinance no. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Law 94-2, February 24, 1994 ("Any provision in Title 15 which is inconsistent with this amendment is hereby repealed. This law shall be effective upon date of passage.")]

Section 9. Codification. At such time as the laws and ordinances of the Seminole Nation Code of Laws, and an appropriate title number and section numbers shall be assigned to the provisions of this Act.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 10. Effective Date of Act. This Act shall become effective as an amendment to Seminole Nation Ordinance 86-2 immediately upon passage of this Act by the General Council of the Seminole Nation.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 11. Proprietary Interest. The Seminole Nation shall have sole proprietary interest and responsibility for the conduct of gaming activities conducted in Indian country subject tot he jurisdiction of the Seminole Nation, with the exception of tribally licensed gaming operations owned by any person or entity other than the Seminole Nation and conducted in Indian country subject to the jurisdiction of the Seminole Nation.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

CHAPTER ONE

SEMINOLE NATION GAMING COMMISSION

Section 101. Establishment of Seminole Nation Gaming Commission; Terms. In order to provide for the orderly development, administration, collection of gaming receipts and regulation of Gaming within the boundaries of the Seminole Nation, there is established the Seminole Nation Gaming Commission.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 102. Appointment and Terms of SNG Commissioners. The Chief shall nominate three members of the Seminole Nation to serve on the SNG Commission, subject to confirmation by resolution duly adopted by the General Council. When the SNG Commission is initially established, one SNG Commissioner shall be seated for a three (3) year term, one SNG Commissioner shall be seated for a two (2) year term, and one SNG Commissioner shall be seated for a one (1) year term. Thereafter, all SNG Commissioner shall serve a three year term commencing on the date of expiration of the preceding term. Each SNG Commissioner may serve a second three year term is appointed for a second term by the Chief, subject to confirmation by resolution duly adopted by the General Council. **Gaming Commissioners shall be appointed to full time positions on an as need basis determined by the General Council of the Seminole Nation of Oklahoma.**

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16,1991]

Section 103. Outside Employment and Activities of SNG Commissioners. A SNG Commissioner may not hold any other tribal position except temporary duties assigned by Executive Order to be performed without increase in compensation. The SNG Commissioner may be engaged in a business or employment outside the tribe. The SNG Commissioner shall not engage in any business which is subject to provisions of this Code or which has commerce with any licensee under this code.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 104. Removal of SNG Commissioners. A SNG Commissioner may be removed from office prior to the end of any term only when the General Council by an affirmative vote of nineteen (19) members removes said commissioner for one of the following reasons: (1) failure to carry out his or her responsibilities, (2) conviction in any court of competent jurisdiction of a misdemeanor involving dishonesty, or (3) for any gross neglect of duty or misconduct reflecting on the dignity and integrity of the General Council by General Council Resolution. The SNG Commissioner may be suspended by the Chief if said SNG Commissioner fails to carry out his or her responsibilities, or is found guilty in any court of competent jurisdiction of a misdemeanor involving dishonesty, or for any gross neglect of duty or misconduct reflecting on the dignity and integrity of the General Council for ninety (90) days, and if the SNG Commissioner is so suspended the Chief shall commission a member of the Seminole Nation to serve as Acting SNG Commissioner during the suspension of any SNG Commissioner, and shall provide written notification to the General Council of such measure stating grounds for suspension. An Acting SNG Commissioner shall have all powers of SNG Commissioner.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 105. Duties of the SNG Commission.

(a) The SNG Commission shall be charged with the sole responsibilities of administering and enforcing the provisions of this Code.

(b) The duties of the SNG Commission Shall include but not be limited to the following:

(1) The SNG Commission shall promulgate regulations necessary to administer the provisions of this Code, provided that in adopting, amending, or repealing any regulations under this code, the SNG Commission shall give prior notice of the proposed action to all licensees and other persons whom the SNG Commission has reason to believe have a legitimate and direct financial interest in such proposed action.

(2) The SNG Commission shall print and make available application forms for initial and renewal licenses, as well as any other necessary licenses.

(3) The SNG Commission shall supervise the collection of all fees prescribed in this Code.

(4) The SNG Commission shall assist the Tax Commission of the Seminole Nation in the supervision of the collection of all taxes pertaining to gaming prescribed by the laws of the Seminole Nation.

(5) The SNG Commission shall *be provided with reports of* income of any gaming enterprise and the payment of all expenses of operation for such gaming enterprise.

(6) The SNG Commission Shall process all gaming license applications and the issuance of licenses, including:

(a) Determine applicable license fees.

(b) Review all gaming operation contracts, records and documents and anything else necessary and pertinent to the financial accountability of licensees or enforcement of any provision of gaming operation contracts, agreements, IGRA, this Act, and other applicable laws of the Seminole Nation.

(c) Deny any license application, limit, condition, suspend, or restrict any license, make a finding of suitability or approval of a license.

(7) The SNG Commission shall recommend the budget for its operations to the General Council and take any other steps necessary to fulfill duties and responsibilities under the code.

(8) **The SNG Commission shall be required to take steps necessary to fulfill its duties and responsibilities under this code. The SNG Commission shall have their own separate account to house the budgeted amount of funds. To fulfill its duties and responsibilities under this code, the SNG Commission shall also have their own check writing authority, requiring two signatures from the Chairman and Secretary/Treasurer of the SNG Commission.**

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Sec. 106. SNG Commissioner. The SNG Commission shall be responsible for the following:

(a) The SNG shall attend gaming sessions of all licensees of the Seminole Nation, including gaming sessions of all gaming enterprises which do not hold licenses but are required by IGRA to be licensed, as frequently as required.

(b) The primary responsibility of the SNG will be oversight of the gaming activities of licensees of the Seminole Nation, including all gaming enterprises which do not hold licenses but are required by IGRA to be licensed, to ensure financial accountability and to ensure compliance with IGRA, this Code. This oversight will be conducted in a manner prescribed by SNG Commission regulations.

(c) The SNG shall be responsible for obtaining from managers of Seminole Nation gaming operations all financial reports required by gaming management agreements with the tribe.

(d) A bond in the amount of Fifty Thousand Dollars ($50,000.00) shall be posted for the SNG Commission by the Seminole Nation.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Sec. 107. Authority of the SNG Commission. The SNG Commission may exercise any proper power and authority necessary to perform the duties assigned by this Code, including but not limited to the following:

(a) The individual members of the SNG Commission shall have the authority to attend gaming sessions of licensees of the Seminole Nation, including gaming sessions of all gaming enterprises which do not hold licenses but are required by IGRA to be licensed, in order to provide oversight of *all gaming* and to ensure financial accountability and to ensure compliance with IGRA, this Code, and SNG Commission regulations, provided that such attendance occurs in such manner and frequency as shall be prescribed by SNG Commission regulations. The SNG Commission shall assume such responsibilities in a manner consistent with its oversight responsibilities.

(b) The SNG Commission shall have the authority to hold public hearings, take sworn testimony and do any other legal act in furtherance of its duties.

(c) The SNG Commission may utilize the legal services of the Attorney General of the Seminole Nation. The SNG Commission may also engage separate legal counsel for any gaming enterprise of the Seminole Nation and may engage separate legal counsel for the SNG Commission, subject to approval of the General Council.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

CHAPTER TWO

LICENSING

Section 201. License required. Any person conducting public gaming operations on property within the Seminole Nation and which is subject to the jurisdiction of the Seminole Nation shall be required to have and display prominently and appropriate, valid and current Public Gaming license issued pursuant to the provisions of this Code. A separate license is required for each place, facility, or location at which gaming operations are conducted. Any other forms of Public Gaming operations being conducted within the jurisdiction of the Seminole Nation without the lawful written approval of the Seminole Nation Gaming Commission are prohibited.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 202. Classes and fees. REPEALED

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Repealed by Law 94-2, February 24, 1994.]

Section 203. Exemptions. Gaming conducted by churches and ceremonial grounds and "gaming not for gain" are not public gaming operations under the terms of this Code, and therefore do not require a license under this title. "Gaming not for gain" is gaming in which no cash or valuable prizes are won, other than 'points' for cumulative competitive ratings, or 'places' for immediate competitive rankings, and is not subject to the provisions of this Code. However, with the exception of churches and ceremonial ground, gaming for gain which is conducted by a non-profit organization is subject to the requirements of this code if cash or valuable prizes are awarded. "Valuable Prize" means an object or service worth One Hundred Dollars ($100.00) or more in fair market value.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 204. Applications for Licenses.

(a) Facility Class "A" License. The SNG Commission shall issue a separate Class "A" license to each place, facility, or location on Indian lands where class II gaming is conducted under Title 15 of the Code of Laws of the Seminole Nation. The license shall be issued for an annual fee of *not less than* Three Hundred Dollars ($300). The license shall grant the applicant the revocable privilege of conducting gaming operations during the calendar year for which the license was issued. All establishments wherein gaming operations are to be conducted must be certified as safe by the SNG Commission prior to issuance of a license.

(b) Application and Renewal Deadlines. Applications for Class "A" license shall be submitted at least ninety (90) days prior to the initial conduct of business, and shall be submitted by October 1 of the year preceding the calendar year for which the license is sought.

(c) Display of License. Every Class "A" licensee shall display in a prominent place a current and valid license for that location.

(d) Amendment of License. When a Class "A" licensee changes a location of gaming activities within the Seminole Nation, the SNG Commission shall issue a corrected license for the balance of the current period reflecting the new address upon reasonable proof of change of address and without imposition of an additional license fee.

(e) Revocation of License. Class "A" licensees may have their right to operate gaming activities within the Seminole Nation and may have their license to game suspended for a period not to exceed one hundred eighty (180) days, if found in violation of any of the requirements of this Act, regulations of this Act, or other applicable laws.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Amended by Law 92-4 February 24, 1994.]

Section 205. Safety; Issuance of License. REPEALED.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Repealed by Law 94-2, February 24, 1994.]

Section 205-A. Key Employee or Primary Management Class "B" License; Application Forms.

(a) Key Employee or Primary Management Class "B" License. The SNG Commission shall issue a Class "B" License to each key employee or primary management official of a bingo enterprise pursuant to Section 205-A through 205-D herein at no cost. The License shall grant the applicant the revocable privilege of acting as a key employee at a licensed facility during the course of his employment, provided that the SNG Commission may review any key employee license annually pursuant to rules and regulations established by the SNG Commission.

(b) Application and Licensing Deadlines. When a key employee or primary management official begins work at a gaming operation authorized by Title 15 herein, a completed application for employment and conduct the background investigation and make the determination referred to in Section 205-A (i) herein. The gaming operation shall not employ as a key employee or primary management official a person who does not have a license after 90 days.

(c) Privacy Act Notice. The following notice shall be placed on the application form for a key employee or a primary management official before that form is filled out by an applicant:

"In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be employed in a gaming operation. The information will be used by National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a q requirement by a investigations or prosecutions or when pursuant to a requirement by a Nation or the National Indian Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a Nation or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in the Nation's being unable to hire you in a primary management official or key employee position. The disclosure of you Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing you application."

(d) Privacy Act Notice Update for Existing Employees. Key employee and primary management officials already employed as of February 24, 1994 shall be notified in writing that they shall either:

(1) Complete a new application form that contains a Privacy Act Notice; or

(2) Sign a statement that contains the Privacy Act notice and consent to the routine uses described in that notice.

(e) Notice of Penalties for False Statements. The following notice shall be placed on the application form for a key employee or a primary official before that form is filled out by an applicant.

A false statement on any part of your application may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by fine or imprisonment. (U.S. Code, Title 18, Section 1001.)

(f) Notice of Penalties Update for Existing Employees. The SNG Commission shall notify in writing key employees and primary management officials already employed as of February 24, 1994 that they shall either:

(1) Complete a new application form that contains a notice regarding false statements; or

(2) Sign a statement that contains the notice regarding false statements.

(g) Background Investigation. A background investigation for each primary management official and key employee is required, provided that if a tribal-state compact provides that a state has exclusive jurisdiction with respect to conducting background investigations and issuing licenses, the background investigation provisions shall not apply to Class III gaming. The SNG Commission shall request from each primary management official and from each key employee all of the following information:

(1) Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);

(2) Currently and for the previous 5 years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers license numbers;

(3) The names and current addresses of at least three personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under paragraph (1) (b) or this section;

(4) Current business and residence telephone numbers;

(5) A description of any existing and previous business relationships with Indian Nations, including ownership interests in those businesses;

(6) A description of any existing and previous business relationships with the gaming industry generally, including ownership interest in those businesses;

(7) The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

(8) For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition if any;

(9) For each misdemeanor conviction or ongoing misdemeanor prosecution(excluding minor traffic violations), within 10 years of the date of the application, the name and address of the court involved and the date and disposition;

(10) For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within 10 years of the date of the application and is not otherwise listed pursuant to paragraph (1) (h) or (1) (i) of this section, the criminal charge, the name and address of the court involved and the date and disposition;

(11) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;

(12) A current photograph;

(13) Any other information the SNG Commission deems relevant, including but not limited to financial statements of the gaming enterprise manager, assistant manager and cashier; and

(14) Fingerprints consistent with procedures adopted by the SNG Commission according to 25 C.F.R. § 522.2 (h).

(h) Conduct of Investigation. The SNG Commission shall conduct an investigation sufficient to make a determination under Section 205-A (i) herein. In conducting a background investigation, the SNG Commission or its agent shall promise to keep confidential the identity of each person interviewed in the course of the investigation.

(i) Background Review; Decision. The SNG Commission shall review the person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning the eligibility of a key employee or primary management official for employment in a gaming operation. If the SNG Commission determines that employment of the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices or methods and activities in the conduct of gaming, a tribal gaming operation shall not employ that person in a key employee or primary management official position.

[HISTORY: Law 94-2, February 24, 1994]

Section 205-B. Class "B" Licensing Report to the National Indian Gaming Commission.

(a) The SNG Commission shall forward an investigative report on each background investigation to the National Indian Gaming Commission within 60 days after an employee begins work or within 60 days of the National Indian Gaming Commission Chairman's approval of Title 15, as amended by the Nation of February 24, 1994. An investigative report shall include all of the following:

(1) Steps taken in conducting a background investigation;

(2) Results obtained;

(3) Conclusions reached; and

(4) The basis for those conclusions.

(b) The SNG Commission shall submit, with the report, a copy of the eligibility determination made under Section 205-A (i) of this section.

(c) If a license is not issued to an applicant, the SNG Commission:

(1) Shall notify the National Indian Gaming Commission; and

(2) May forward copies of its eligibility determination and investigative report (if any) to the National Indian Gaming Commission for inclusion in the Indian Gaming Individuals Records System.

(d) With respect to key employees and primary management officials, the SNG Commission shall retain applications for employment and reports (if any) of background investigations for inspection by the Chairman of the National Indian Gaming Commission or his or her designee for no less than three (3) years from the date of termination of employment.

[HISTORY: Law 94-2, February 24, 1994]

Section 205-C. Granting a Class "B" Gaming License.

(a) If, within a thirty (30) day period after the National Indian Gaming Commission receives a report, the National Indian Gaming notifies the SNG Commission that it has no objection to the issuance of a license pursuant to a license application filed by a key employee or a primary management official for whom the SNG Commission has provided an application and investigative report to the National Indian Gaming Commission, the SNG Commission may issue a license to such applicant.

(b) The SNG Commission shall respond to a request for additional information from the National Indian Gaming Commission Chairman concerning a key employee or a primary management official who is the subject of a report. Such a request shall suspend the 30-day period under Section 205-c (a) herein until the National Indian Gaming Commission Chairman receives the additional information..

(c) If, within the thirty (30) day period described above, the National Indian Gaming Commission provides the SNG Commission with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the SNG Commission has provided an application and investigative report to the National Indian Gaming Commission, the SNG Commission shall reconsider the application, taking into account the objections itemized by the National Indian Gaming Commission. The SNG Commission shall make the final decision whether to issue a license to such applicant.

[HISTORY: Law 94-2, February 24, 1994]

Section 205-D. Class "B" License Suspension.

(a) If, after the issuance of a Class "B" gaming license, the SNG Commission receives from the National Indian Gaming Commission reliable information indicating that a key employee or a primary management official is not eligible for employment under Section 205-A herein, the SNG shall suspend such license and shall notify in writing the licensee of the suspension and the proposed revocation.

(b) The SNG Commission shall notify the licensee of a time and a place for a hearing on the proposed revocation of a license.

(c) After a revocation hearing held pursuant to Sections 216, 302, and 303, the SNG Commission shall decide to revoke or to reinstate the Class "B" license. The SNG Commission shall notify the National Indian Gaming Commission of its decision.

[HISTORY: Law 94-2, February 24, 1994]

Section 206. Application for Renewal of License. REPEALED.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Repealed by Law 94-2, February 24, 1994.]

Section 207. Display of License. REPEALED.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Repealed by Law 94-2, February 24, 1994.]

Section 208. Amendment of License. REPEALED.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Repealed by Law 94-2, February 24, 1994.]

Section 209. Fees. Each application for an initial or renewal license requiring a fee shall be accompanied by payment of the fee. All license fees shall be paid to the SNG Commission to offset compensation and expenses of the SNG Commission.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Amended Law 94-2, February 24, 1994.]

Section 210. Duty of Licensee to Keep Informed of Requirements. Acceptance of a license or renewal thereof, or condition imposed thereon, by a licensee constitutes an agreement on the part of the licensee to be bound by all the regulations and/or conditions of the SNG Commission and by the provisions of this Code as the same are now or may hereafter be amended or promulgated. It is the responsibility of the licensee to keep himself informed of the contents of all such regulations, provisions, and conditions, and ignorance thereof will not excuse the violation.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 211. Licenses Non-transferable. The license issued pursuant to the provisions of this Code is valid only for the person(s) or organization(s) at the place of business shown on the face thereof. It is not assignable or otherwise transferable to any other person or organization or for any other location without the written approval of the SNG Commission.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 212. Licenses Revocable. The Public Gaming Operations license is a revocable privilege, and no holder thereof shall be deemed to have a part in any vested rights therein or thereunder. The burden of proving qualifications to hold any license rests at all times in the licensee. The SNG Commission is charged by law with the duty of continually observing the conduct of all licensees to the end that licenses shall not be held by unqualified or disqualified persons or unsuitable person or persons whose operations are conducted in an unsuitable manner.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 213. Suspension of Licenses. REPEALED.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Repealed by Law 94-2, February 24, 1994.]

Section 214. SNG Commission Review of Contracts. As a provision of licensing, all contracts or agreements with the Seminole Nation that include gambling or related activities must be reviewed by the SNG Commission. The SNG Commission shall make recommendations to the Council regarding approval or disapproval of said contracts and agreements.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 215. Ground for Denial, Suspension, Revocation or Refusal to Renew License. Violation of any provisions of this Code or any of the SNG Commission's rules by a licensee, his agent, or employee shall be seemed contrary tot he public health, safety, morals, good order, and general welfare of the Seminole Nation and the inhabitants of the Seminole Nation, and shall be grounds for refusing to grant or renew a license, grounds for suspension or revocation of a license or grounds for the filing or a civil action for forfeiture by the SNG Commission.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 216. Denial and Revocation of Licenses; Hearing. The SNG Commission shall afford an applicant for a license an opportunity for a hearing prior to final action denying such application and shall afford a licensee or any other person(s) subject to this Code the opportunity for a hearing prior to taking final action resulting in terminating, revoking, suspending, or limiting a license or any other adverse action the SNG Commission deems appropriate; provided, that prior to hearing the SNG Commission may summarily temporarily suspend or extend suspension of license for sixty (60) days in those cases where such action is deemed appropriate by the SNG Commission. In cases where a license is suspended prior to a hearing, an opportunity for a hearing shall be provided. All hearings conducted pursuant to this Section shall be conducted in compliance with Section 301 et. seq. of this Act.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 217. Implementation of Licensing Requirements. The SNG Commission shall ensure that the policies and procedures set out in this section are implemented with respect to key employee and primary management officials employed at any class II gaming enterprise operated on Indian Lands.

[HISTORY: Law 94-2, February 24, 1994.]

Section 218. Vendor Licensing: The SNG Commission shall also have the responsibility of licensing vendors in all gaming facilities, subject to the percentile determined by Seminole Nation Gaming Center. All license fees shall be paid to the SNG Commission to offset compensation and expense of the SNG Commission.

CHAPTER THREE

ENFORCEMENT PROVISIONS

Section 301. Certification of Initial Decision. Whenever upon specific factual finding the SNG Commission determines that sanctions provided in Section 305 herein should be imposed on a person because that person has failed to comply with the provisions of this Code or any regulation promulgated hereunder, or where the SNG Commission takes any action terminating, revoking, suspending, limiting, or denying the issuance of a license, the SNG Commission shall make a determination. After five (5) days notice and within ninety (90) days thereof, the SNG Commission shall hold a hearing at which time the subject shall have an opportunity to be heard and present evidence.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 302. Hearing. At such hearing it shall be the obligation of the subject of show cause why the determination is incorrect, why the application question shall not be denied, why the license or licenses in question shall not be revoked or suspended, why the period of suspension should not be extended, or to show cause why special conditions or limitations upon a license or permit should not be imposed, or to show cause why any other action regarding any other person or persons subject to any action should not be taken.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 303. Decision. Following such hearing the SNG Commission shall, within seven (7) days, reach a determination concerning the accuracy of the preliminary certification of facts and whether the license in question should be granted, continued or suspended, revoked, conditioned or limited, and whether or not any other action recommended to or by the SNG Commission should be taken. Within three (3) days following this determination the SNG Commission shall make a certification of findings with a copy thereof to the subject or subjects of that determination. After five (5) days notice and within ninety (90) days thereof, the SNG Commission shall hold a hearing at which time the subject shall have an opportunity to be heard and present evidence.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Amended Law 94-2, February 24, 1994]

Section 304. Right to appeal. REPEALED

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991; Repealed Law 94-2, February 24, 1994.]

Section 305. Sanction. Any person who engages in activities on property subject to the provisions of this Code without a license, in violation of the terms imposed thereon, in violation of terms of suspension, or in violation of any other provision of this Code, regulations promulgated under or amendments thereto, shall be subject to SNG Commission action pursuant to the provisions of Section 301 et. seq. of this Act, including any person who unlawfully trespasses upon any premises licensed by this Code without the consent of the licensee and/or the SNG Commission. All such action shall be taken at the discretion of the SNG Commission subject to the right of appeal to the CFR or the Seminole Nation Court. The SNG Commission may impose the following sanctions and penalties on such persons:

(a) The SNG Commission shall seize all property used in each and every separate violation of this Code. Such seized property shall become the property of the Seminole Nation.

(b) The SNG Commission may prohibit persons from trespassing on premises licensed under this Code.

(c) The SNG Commission shall suspend, revoke, or limit licenses, any may order the forcible closure of gaming establishments found to be in violation of the law.

(d) The SNG Commission shall require winnings found to have been received in violation of this Code to be forfeited and shall order it to become property of the Seminole Nation.

(e) The conduct of gaming operations without a license from the Seminole Nation shall subject any such gaming to the control, taxes and/or supervision of the State of Oklahoma.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 306. Criminal Penalties. Persons found in violation of the provisions of this Act and applicable laws shall be subject to criminal penalties as set forth in applicable law.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 307. Protection of Informant Identity. The SNG Commission shall refuse to reveal, at any court proceedings, the identity of any informant, if such revelation would subject he informant to bodily harm.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

CHAPTER FOUR

RULES OF OPERATION AND GENERAL APPLICABILITY

Section 401. Records, Returns and Audits. It shall be the responsibility of the SNG Commission to promulgate regulations establishing proper accounting procedures and methods of operations for all licensees, so that all monies or things of value received and/or paid out may be properly monitored and accounted for. All licensees under this Code shall be required to keep an approved accounting system, which comply with, but not be limited to all applicable provisions of this Code or reflect all business and financial transactions involved or connected in any manner with the operation and conducting of activities authorized by this Code. The SNG Commission shall require by regulation that all accounting procedures and methods be established by the Seminole Nation for any licensed gaming enterprise.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 402. Player Rates. All Gaming licensees shall charge players for games at rates approved by the SNG Commission. The rate shall be fixed for each licensee and posted conspicuously on the premises. Each person paying for the opportunity to participate in a game shall be given an approved receipt for the game or pack, which shall be numbered and dated, which can be readily identified as belonging to that licensee. Each game or pack issued shall represent a specific amount of money which has been paid to the licensee. The amount of money represented by each game or pack issued shall be clearly made known to all players prior to anyone paying to participate in the activity.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 403. Licensee Avoidance of Payment of Proceeds. Any delay, maneuver or action of any kind, which in the opinion of the SNG Commission, is effectuated by any licensee to unlawfully avoid paying the proceeds properly owing to the Seminole Nation shall constitute grounds for taking any disciplinary action deemed necessary by the SNG Commission, including but not limited to revoking, suspending, limiting, or refusing to renew the license of any licensee.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 404. Production of Records; Hearings. No applicant, licensee, or employee thereof shall neglect or refuse to produce records or evidence under their control, or to give information upon proper and lawful demand by the SNG Commission, or shall otherwise interfere with any proper and lawful efforts by the SNG Commission to produce such information. The SNG Commission may summon any licensee or a licensee's agents, employees, or suppliers to appear to testify with regard to the conduct of any licensee or the agents, employees, or suppliers of any licensee. All such testimony shall be given under oath and may embrace any matters, which the SNG Commission may deem relevant to the discharge of its official duties. Any person so summoned to appear shall have the right to be represented by counsel. Any testimony so taken may be used by the SNG Commission as evidence in any proceeding or matter before the SNG Commission. Failure to appear and testify fully at the time and place designated, unless excused, shall constitute grounds for revocation of suspension of any license held by the person summoned, his principal, or employee, or the loss of the privilege to further supply any person licensed under this Code.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 405. Security Licensees Shall Provide for their Facility Security. Security plans or amendments shall be approved by the SNG Commission prior to implementation.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 406. Dual Employment. Unless prior written approval is obtained from the SNG Commission, no person employed in the conduct of Gaming operating under one license shall be employed under any other license authorized to operate under this Code.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 407. Age Limit for Gaming. No person, who is under the age of eighteen (18), shall be allowed to participate in any manner in the operation of any game with cash prizes. No person(s) under the age of sixteen (16) shall be allowed on the gaming floor while games for cash are being conducted. No person(s) under the age of twelve (12) shall be allowed on the premises unsupervised. It shall be the responsibility of the licensee to enforce the provisions of this section.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 408. On duty operators shall not play. No operator shall allow a person who manages or receives any compensation, directly or indirectly, for the operation of games conducted by the operator to play a game while on duty. No operator shall allow any person who assists in the operation of any game conducted by the operator to play in any game conducted by the operator within twenty-four (24) hours of the time said person did so assist.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 409. No free games for winners. No free games or any opportunity to play in a game shall be awarded or given to a person as prize for or conditioned upon winning a game or games.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 410. IGRA Requirements. No game shall be conducted which does not comport with Class I or Class II requirements of IGRA.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 411. Prize Awards. Every prize award during the operation authorized shall be awarded only to the person(s) actually winning the prize and displaying the proper admission ticket.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 412. Advance Sales. Gaming opportunities shall be sold and paid for only in advance for use in a specified game or specified numbered games.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 413. Promotional Activities and Renumeration. Certain licensees may be exempt from Section 409 and engage in promotions and activities that include prizes or the award of gaming opportunities as an incentive to allow certain individuals, who provide a specified service or meet other stated requirements, to participate in games the same as regular participants. Licensees participating in promotional activities must provide to the SNG Commission full details of all such activities and receive advance approval for each such promotional activity. Written approval for such activities must remain on file with the SNG Commission and with the licensee for a period of not less than one (1) year.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 414. Ball Requirements. Each numbered ball or other device used in a game for the selection of numbers to be called in play shall be the same weight and size as each of the other balls or devices used for that purpose of that game.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 415. Operator Control. In all cases the gaming operator must have and exercise complete control over that portion of the premises being used for gaming at all times said games are being played. The licensee or permit holder shall be held liable for any violation of the Code.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 416. Location of Games. Games shall be operated and conducted only on the appropriate licensed premises authorized under this Code.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 417. Price-fixing Prohibited. No manufacturer, distributor, or operator shall make agreement either express or otherwise with any other manufacturer, distributor, or operator to fix the price at which any device, paraphernalia, machine, equipment, prize or any other items used in connection with any of the activities authorized under this Code shall be sold or which services in connection wherewith shall be rendered. The price of these items in a competitive market place shall be established by each manufacturer, distributor, or operator for the products and services offered by each and shall not be established, directly or indirectly, in concert with another.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 418. Licensee Responsibility. Licensees must supervise and be directly responsible for all activities on the premises authorized by license under this Code, except as specifically outlined in Management Agreement approved by Council Resolution.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 419. Safety and Welfare. The construction and maintenance of the gaming facility, and the gaming operation must be conducted in a manner which adequately protects the environment, public health, safety, morals, good order, and general welfare of the citizens of the Seminole Nation. All alterations or modifications of the facility must be approved by the SNG Commission. Responsibility for the employment and maintenance of suitable methods of operation rests with the licensee and willful and persistent use or toleration of unsuitable methods of operation will constitute grounds for license revocation or other disciplinary actions.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 420. Receipt required for income and prizes in gaming. All income from games shall be receipted at the time the income is received from each individual player, and all prizes shall be receipted for by the winner of each prize at the time the prize is distributed to each individual winner. Receipts shall meet the following requirements:

(1) Income receipts forms. Income receipt forms shall be based upon a cash register system. An identification number shall be on the receipt given to the customer, which is one of a series of such numbers printed consecutively, and a corresponding number is recorded together with a record of the transaction being kept inside the cash register. Further, the following information shall appear upon the receipt rolls retained in the machine showing those transactions shall be retained with the records of the licensee for a period not less than two (2) years.

(2) Receipt for prizes. Receipts for prizes shall contain the following information: The name of the licensee operating the activity; the date the transaction took place; the receipt number and the gaming number; the true name and address of the winner of the prize; a description of the prize won and any value of that prize which has been represented to the player by the licensee. It shall be the responsibility of the licensee to see that the prize winners are properly and accurately identified upon the receipt for the prize, and the licensee shall require such proof of identification as is necessary to properly establish the winner's identity. The licensee shall not pay out any prize unless and until the winner has fully and accurately furnished to the licensee all information required by this rule to be upon the receipt for the prize. One duplicate of each prize receipt shall be given to the winner, and the other duplicate of prize receipts shall be retained by the licensee as part of its records for a period of not less than five (5) years.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 421. Inspection of Premises. Any premises licensed or any premises connected physically or otherwise with a licensed business, including vehicles used in connection therewith, shall at all time be open to inspection by the SNG Commission, Gaming Monitor, or any other authorized representative of the Seminole Nation. At any time during which a licensed gaming or related administrative activity is being conducted on a premises, the SNG Commission, Gaming Monitor, or any other authorized representative of the Seminole Nation may enter upon the premises without advance notice and shall be allowed to:

(a) Make an account of all monies on the premises and all monies received during the operation of the licensed activity located on the premises, inspect all receipts for prizes which have been awarded by the licensee;

(b) Inspect any other records, accounts or other related information of the licensee, or of any member who directly participates in the management, operation, or promotion of a licensed activity; or of any employee of the licensee; or of any operator of the licensed activity;

(c) Inspect, including the dismantling of all pieces of equipment or parts thereof or devices of any nature, which are being used to conduct the licensed activity.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 422. Removal of Records and Equipment During Inspection. When the SNG Commission finds cause to believe that there is a reasonable probability that the provisions of this Code, including any amendments thereto or any of the rules passed by the SNG Commission have been or are being violated by the licensee or its employees or operators, they may move to another location or locations for further inspection or investigation of any and all records and any and all equipment, parts thereof, devices, or things(s) which has been removed form the premises. Each such record, piece of equipment, part thereof, or thing(s) so removed shall be returned to the premises or to the address of the licensee with ten (10) days (except Saturdays, Sundays, and days when tribal offices are legally closed) in as good condition as it was when it was removed unless the SNG Commission determines that the record, equipment, devices, or thing(s) so removed are necessary for an ongoing investigation and/or evidence of possible violations of this Code or rules of the SNG Commission by the licensee, by employers of the licensee or by operators of the licensed activity. The SNG Commission shall notify the licensee of the reasons said property or thing(s) are to be so held.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 423. Alcoholic Beverages. No beverage containing alcohol, including but not limited to beer or liquor, shall be offered or awarded as a prize or in lieu of a prize for winning at any time. *Licenses required in accordance with applicable laws for the sale of liquor on premises where gaming is played.*

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 424. Firearms. No firearms, air guns which are capable of discharging dangerous projectiles or gases, including but limited to "B.B.'s" or CO2 guns, rifles, shotguns, pistols, or revolvers shall be allowed on the premises, except as permitted by regulation of the SNG Commission.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 425. Credit. No licensee or any of its members or employees, or any operator conducting or in any way participating in the conducting of any of the activities, which are authorized by this Code or by the SNG Commission's rules, shall allow a person to play that activity on credit or shall grant a loan of any kind at any time to a person playing the activity, except that such credit prohibition shall not prohibit the charging of gaming costs on credit cards nationally known and approved by the SNG Commission.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 426. Fraud. No person involved in the operation of any activity authorized by this Code or a rule of the SNG Commission shall, directly or indirectly, in the course of such operation employ any device, scheme, or artifice to defraud; make any untrue statement of a fact, or omit to state a fact necessary in order to make a statement was made; engage in any act, practice, or course of operation as would operate as a fraud of deceit upon any person.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 427. Laws and Regulations on Premises. Each licensee shall obtain, maintain, and keep current a copy of this Act and all regulations of the SNG Commission and any amendments to either, which shall be located upon the premises used for the conduct of a licensed activity by a licensee during all times the activity is there conducted. The rules shall be licensee may not have a current copy of each of the rules of the SNG Commission shall not in any way diminish the licensee's obligation to abide these rules.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 428. Leases and Agreements. No licensee shall conduct any activity authorized under this Code upon any premises, if the lease, license, contract, or any other agreement under which right to use said premises is not first fully disclosed to the SNG Commission.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 429. No Restrictions on Operations. No manufacturer or distributor shall make or have an agreement or understanding with any licensee that either of them shall be restricted in the operation and carrying on of business to a specific geographic area or areas, and such a restriction shall not be a condition of any sales between manufacturer, distributor and any other licensee, provided, that this shall not prevent a distributor or manufacturer from assigning sales territories among its bona fide representatives.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 430. Manufacturers and Distributors. All licensees shall be responsible to insure that each manufacturer and each distributor selling or distributing equipment or other things used, directly or indirectly, in said licensee's gambling activities and who is not a Seminole Nation resident or resident corporation shall designate a natural person, who is a resident living in the Seminole Nation and who is eighteen (18) years of age or older, as a resident agent for the purpose of receipt and acceptance of service of process and other communications on behalf of the manufacturer distributor. The name and business address where service of process and delivery of mail can be made, and home address of such designated resident agent shall be filed with the SNG Commission. All said manufacturers of distributors must be listed with the SNG Commission.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 431. Exhibition of Ball Numbers to Players. Immediately before the calling of each number in a game, the caller shall turn the portion of the ball or other device used to determine which number is called, which shows the number and letter to the participants in the game, so that participants may know that the proper number is being called out.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 432. Progressive Payout. All licensees conducting games with a progressive payout feature will provide to the SNG Commission, for approval, the system for accumulation and account restrictions of funds so designated. The procedure and any amendments thereto must receive prior written approval of the SNG Commission.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 433. Employee Listings. All employees must be listed with the SNG Commission. Such lists are to be kept current.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

CHAPTER FIVE

REVENUES AND AUDITS

Section 501. All revenue derived from gaming operations which are subject to the provisions of this act shall be deposited to the General Fund of the Seminole Nation to be budgeted for the general welfare of the members of the Seminole Nation, provided that net revenues generated by the Nation from gaming activities, may not be used for any purpose except the following: to fund tribal government or programs, to provide for the general welfare of the Nation and its members, to promote tribal economic development, to donate to charitable organizations, or to help fund operations of local government agencies of the Seminole Nation.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Section 502. The Seminole Nation shall provide the Federal Indian Gaming Commission with annual outside audits of gaming, which may be encompassed within existing independent tribal audit systems. All contracts for suppliers, services, or concessions for a contract amount in excess of $25,000 annually gaming shall be subject to such independent audits.

[HISTORY: Ordinance No. 86-2; Ordinance No. 91-08, August 29, 1991; Codified by Law 91-12, November 16, 1991]

Changes made to the document.

Page	*Section*
7	*102*
9	*105 – (5) & (8)*
9	*106 (a-d)*
10	*107-a*
11	*204-a*
18	*218*
24	*423*