

**YAVAPAI-APACHE NATION  
TORT ORDINANCE FOR GAMING PATRONS**

**Section 1. Policy.** The purpose of this Tort Ordinance is to provide a system for the disposition of tort claims arising from alleged injuries to the person or property of Gaming Patrons and Invitees occurring on the Gaming Premises. This Tort Ordinance does not apply to the disposition of Patron Disputes.

**Section 2. Definitions.** The following words have the following meanings as used in this Tort Ordinance:

A. "Compact" means the Yavapai-Apache Nation and State of Arizona Gaming Compact, dated December 27, 2002.

B. "Gaming Facility" means the building or structures in which Class III Gaming, as authorized by the Compact, is conducted.

C. "Gaming Premises" means the Gaming Facility known as the Cliff Castle Casino, the adjacent parking lots, and the outdoor entertainment areas, but excluding any outdoor areas marked "no trespassing".

D. "Gaming Facility Operator" means the Nation, an enterprise owned by the Nation, or such other entity of the Nation as the Nation may from time to time designate by written notice to the State of Arizona under the Compact as the wholly-owned tribal entity having full authority and responsibility for the operation and management of Class III Gaming.

E. "Nation" means the Yavapai-Apache Nation and its authorized officials, employees, agents and representatives.

F. "Patron Dispute" means the dispute that occurs whenever the Gaming Facility Operator refuses payment of alleged winnings to a patron or there is otherwise a dispute regarding that patron's wins or losses, and the Gaming Facility Operator and the patron are unable to resolve the dispute to the satisfaction of the patron.

G. "Person" includes a corporation, company, partnership, firm, association or society, as well as a natural person, patron or invitee.

H. "Tribal Council" means the governing body of the Yavapai-Apache Nation.

I. "Tribal Court" means the judiciary of the Yavapai-Apache Nation as established by Title 3 of the Yavapai-Apache Nation Code.

**Section 4. Notice Prerequisite for Tort Actions**

**A. Notice Requirement.** All actions against the Nation, the Gaming Facility Operator or any Person employed by the Nation or the Gaming Facility Operator for the recovery of damages for personal injury or property damages alleged to have been suffered on the Gaming Premises will be forever barred unless written notice of the time, place and cause of the injury and/or damage is given to the Nation as provided for in Section 4(B) of this Tort Ordinance within ninety (90) days after the claim first accrues.

**B. Persons to Whom Notice Must Be Given.** Notice to the Nation under this Tort Ordinance shall be effective only through service by certified mail (return receipt requested), commercial overnight courier service or by personal delivery, upon the following:

1. The Attorney General for the Nation; and
2. The Gaming Facility Operator

**Section 5. Accrual.** For purposes of this Tort Ordinance, a claim "first accrues" when:

**A.** A Person realizes or reasonably should have realized that the Person has been injured or that the Person's property has been damaged: and

**B.** The Person knows or reasonably should have known the cause, source, act, event, instrumentality, or condition that allegedly caused or contributed to the injury or damage.

**Section 6. No Waiver of Tribal Sovereign Immunity.** Nothing in this Tort Ordinance shall be deemed to waive the sovereign immunity of the Nation or the Gaming Facility Operator, but the Nation and the Gaming Facility Operator agree not to assert such immunity as provided in Section 7(B).

**Section 7. Limitations for Suits**

**A. Policy Limits.** During the term of the Compact, the Gaming Facility Operator shall maintain a policy of commercial general liability insurance with a combined single limit for personal injury and property damage of not less than two million dollars (\$2,000,000.00) per occurrence and in the aggregate. Such insurance policy shall include an endorsement regarding no assertion of sovereign immunity as set forth in Section 7(B).

**B. No Assertion of Sovereign Immunity.** The Nation, the Gaming Facility Operator, and the insurer agree not to invoke the sovereign immunity of the Nation in order to allow Persons to bring tort claims against the Nation and/or the Gaming Facility in Tribal Court in accordance with this Tort Ordinance, subject to the following limitations:

1. The nature of the tort claim must be within the express coverage of the Nation's or Gaming Facility Operator's insurance policy in effect at the time of each judgment, order or award; and

2. No judgment, order or award for such tort claim against the Gaming Facility Operator and/or the Nation may exceed two million dollars (\$2,000,000.00), including all applicable damages, costs, expenses, attorneys' fees and interest; and

3. Any lawsuit must be timely and properly filed pursuant to this Tort Ordinance and applicable law; and

4. Timely and proper notice must be provided pursuant to Section 4 of this Tort Ordinance; and

5. Any judgment, order, or award rendered in favor of the Person shall be satisfied solely from insurance proceeds

**Section 8. Defenses not Precluded.** Nothing in this Tort Ordinance shall preclude the Nation, the Gaming Facility Operator, or the insurer from asserting any statutory, equitable, common law or other defense, except as provided above in Section 7(B).

**Section 9. Time Limits for Filing Suit.** No lawsuit may be brought pursuant to this Tort Ordinance unless it is filed with the Tribal Court within sixty (60) days after Notice has been provided pursuant to Section 4 above.

**Section 10. Request for Copy of Procedures for Tort Claims.** Upon the written request of a Person or a Person's designated representative, the Gaming Facility Operator shall provide all of the following:

- A. The location where a copy of this Tort Ordinance may be obtained;
- B. The name, address and telephone number of the Attorney General for the Nation and the Gaming Facility Operator; and
- C. The mailing address and telephone number of the clerk of the Tribal Court.