

**RESOLUTION NO. 03 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION**

**A Resolution Authorizing Cliff Castle Casino Hotel to Enter into a Contract
with Bertam Publishing Company for an Entertainment Engagement**

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided under Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to “manage all tribal economic affairs and enterprises” and to “appropriate and regulate the use of tribal funds” as provided under Article V (i) and (k), respectively, of the Constitution; and
- WHEREAS:** The Council is responsible for approving contracts that exceed \$100,000 as provided under Section 302 of the Cliff Castle Casino Business Code, Title 36; and
- WHEREAS:** The Casino General Manager has proposed that the Casino enter into a Contract with Bertam Publishing Company for an entertainment engagement with Smokey Robinson for a sum of \$150,000.00 plus a \$1,500.00 ground transportation buyout and the cost of providing a four-piece string section (a copy of the Contract is attached to this Resolution as Exhibit A); and
- WHEREAS:** The Contract shall be funded from the Casino’s approved 2022 Operating Budget.
- NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes Cliff Castle Casino Hotel to enter into the Contract with Bertam Publishing Company for an entertainment engagement with Smokey Robinson as set forth in Contract #123659 attached to this Resolution as Exhibit A.
- BE IT FINALLY RESOLVED** that the Casino General Manager is hereby authorized to execute the above-referenced Contract on behalf of Cliff Castle Casino Hotel.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on January 19 2022, by a vote of 8 8 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

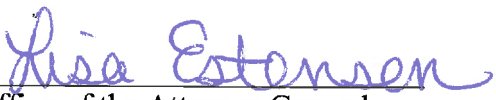


Jon Huey, Chairman

ATTEST:

Karla Reimer
Karla Reimer, Council Secretary

Approved as to Form:



Office of the Attorney General

EXHIBIT A

Contract # 123659 between Cliff Castle Casino Hotel and
Bertam Publishing Company



Contract #: 123659
 Issue Date: 12/10/2021
 Agent: Dan Boyle

Agreement made this date, Friday, December 10, 2021 by and between Bertam Publishing Company (hereinafter referred to as Artist) and Cliff Castle Casino Hotel (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST:	Smokey Robinson	VENUE:	Cliff Castle Casino Hotel
BILLING:	100% An Evening With	ADDRESS:	555 Middle Verde Rd.
DATE(S):	Saturday, May 14, 2022		Camp Verde, AZ 86322-8561
		CAPACITY:	2,660
		AGES:	All Ages

TICKETS:	<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
(USD)	VIP	180	--	\$250.00	\$45,000.00
	Reserved 1	180	--	\$200.00	\$36,000.00
	Lawn	800	--	\$85.00	\$68,000.00
	Bleachers	1,500	--	\$50.00	\$75,000.00
	<i>Totals</i>	2,660	0		
				<i>Gross Potential</i>	\$224,000.00
				<i>Net Potential</i>	\$224,000.00

DEAL: \$150,000.00 Flat Guarantee. PLUS Purchaser to pay Artist a Local Ground Transportation Buyout of \$1,500.00. PLUS Purchaser to provide and pay for Hotel Accommodations in the form of one (1) Presidential Suite and fifteen (15) King Bedrooms for two (2) nights, Meal Vouchers, and Backline, per Artist's specifications.

ADD'L PROVISIONS: Artist to use in-house Sound and Lights.

Purchaser to provide and pay for two (2) spotlights with operators per ARTIST's specification.

Purchaser to provide and pay for Hospitality, per Artist's rider. No alcohol or tobacco.

Artist to be paid Rain or Shine.

Artist is not required to do any venue meet & greets.

Purchaser shall provide Artist with 20 complimentary tickets located in the first 5 rows starting in the orchestra, center section of the venue.

MARKETING: Marketing plans and advertising materials must be submitted to Becca Wilson prior to on-sale for approval.
 bwilson@apa-agency.com

Purchaser shall provide and pay for a four-piece string section consisting of 2 violins, 1 viola, 1 cello for rehearsal(s) and performance(s) as required by Artist. Specific musicians must be professional caliber and shall be subject to prior approval of Artist's Musical Director who can be reached as follows:(DEMETRIOS - dchazmusic@aol.com 609-412-2119)

WLKOUT PTNTL: \$150,000.00

ANNOUNCE DATE:	To Be Determined	ON SALE DATE:	To Be Determined
MERCH:	80/20% Soft Goods; 90/10% CD'S/DVD'S. Artist sells		
SCHEDULE:	Load in	Per Advance	Smokey Robinson 8:00 pm, Artist to perform one (1) show, approximately 75-90 minutes in length.
	Sound Check	Per Advance	
	Doors	7:00 pm	
	Show	8:00 pm	Curfew Per Advance
CONTRACT DUE:	Thursday, April 14, 2022		
PAYMENTS:	\$75,000.00 USD deposit payable by Wire Transfer/ACH COMPANY CHECK to APA, due no later than Thursday, April 14, 2022		

Contract #123659

Account #: 478 000 2013 / Swift #: BOFCUS33MPK / ABA #: 122 000 496
Account Name: Agency for the Performing Arts, Inc
Bank Address for Wire Transfers Only: Union Bank of California / 9460 Wilshire Blvd Beverly Hills, CA 90212
Do not send checks to this address.

Please include Artist and performance date on the payment memo.

COMPANY CHECK

Balance, including any overages, to be paid by Wire Transfer/~~ACH/Cashier's Check~~ to Bertam Publishing Company. (Tax ID: 95-2989009) immediately prior to performance(s).

CONTACTS: Isabel Sullivan (Talent Buyer) Email: isabel@r-entertainment.com

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full. It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BY: X

SIGNATURE OF PRESENTER
Aaron Moss
Cliff Castle Casino Hotel
555 Middle Verde Rd.
Camp Verde, AZ 86322-8561
Phone:

BY: X

SIGNATURE OF ARTIST REPRESENTATIVE
William Robinson Jr. d/b/a Bertam Publishing Company
c/o Miller Kaplan
4123 Lankershim Blvd.
North Hollywood, CA 91602

STANDARD TERMS AND CONDITIONS

PRODUCTION CONTROLS: Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

ARTIST'S COMPENSATION: If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser.

COMPANY CHECK

BALANCE OF GUARANTEE: The balance of the Guarantee shall be paid to Artist via ~~bank wire~~ no later than the scheduled engagement date if Purchaser fails to present the engagement.

COMPANY CHECK

OVERAGES: All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by ~~cash or cashier's check~~ only.

ROYALTIES: Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

WORK PERMITS AND VISAS: Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.

CONFIDENTIALITY: Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE: If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder, or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

BILLING: Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

USE OF ARTIST'S NAME AND IMAGE: Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance. Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.

MERCHANDISING: Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise, and Purchaser shall have no right to share in the proceeds from the sale of such merchandise.

80/20 HARD, 90/10 SOFT ARTIST SELLS

NO REPRODUCTION PERMITTED: Purchaser will not and will not permit or authorize others (including, but not limited to, venue employees, representatives and contractors) to record, broadcast, photograph or otherwise reproduce in any manner the audio or visual performance by Artist or any part thereof.

STAGE SEATS: It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

PROMOTION: Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

TICKETS: All tickets shall be numbered. No tickets shall be priced at higher than the agreed upon price (exclusive of tax) without the prior written approval of Artist or Artist's representative. If ticket price scaling is varied in any manner, the percentage of compensation payable to Artist shall be based on whichever of the following is more favorable to Artist: (i) the ticket price scaling set for in the underlying Agreement or as otherwise agreed in writing by the parties; or (ii) the actual ticket price. There shall be no dynamic ticket pricing without the prior written approval of Artist or Artist's representative. Any inclusion of Artist's engagement hereunder in a subscription or series offer shall be subject to the prior written consent of Artist or Artist's representative.

INDEMNIFICATION: Purchaser shall defend, indemnify and hold harmless Artist, and any and all employees of Artist and any and all representatives of Artist from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.

INSURANCE: Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.

PURCHASER'S DEFAULT/CANCELLATION: If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement herein and/or any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, or in the opinion of Artist or Artist's representative, is unsatisfactory, Artist shall have the right to demand payment of the full Guarantee. If Purchaser fails or refuses to make such payment, then such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (i) immediately terminate this Agreement and cancel Artist's engagement hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

Notwithstanding the foregoing, and for the avoidance of doubt, if Purchaser cancels the Engagement directly or indirectly due to COVID-19 (or similar pandemic), then Artist's obligations hereunder will be fully excused and Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder, if any.

ARTIST'S CANCELLATION: Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

FORCE MAJEURE: If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; epidemic, pandemic, acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

For the avoidance of doubt, if within two (2) weeks prior to the Engagement, any governmental authority having jurisdiction over Artist and/or the Venue, issues any legislation, directive, or advice that relates directly or indirectly to COVID-19 (or similar pandemic), which either (a) materially and adversely impacts the Engagement, including, but not limited to, reducing Venue capacity in connection with the Engagement, (b) prevents the Engagement from occurring in accordance with the terms set forth in this Agreement, or (c) prohibits Artist from traveling in connection with the Engagement, then Artist's obligations hereunder will be fully excused and Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus any other payments and compensation due hereunder, if any.

INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

LIMITATION OF LIABILITY: In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

NOTHING CONTRARY TO LAW: Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

ENTIRE AGREEMENT: These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of California, and the state and federal courts located in Los Angeles County in the State of California shall have exclusive jurisdiction over any matters pertaining hereto.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

Addendum to Contract #123659

The undersigned Bertam Publishing Company (“Artist”) and Cliff Castle Casino Hotel (“Purchaser”), parties to the attached Contract #123659 (“Agreement”), hereby agree to incorporate the following additional terms and conditions as an addendum to the Agreement and further agree that such terms and conditions will supersede any conflicting terms and conditions in the Agreement.

The first sentence of the paragraph preceding the signature lines on page 2 of the Agreement is modified to state: “Except as otherwise provided in this Agreement, failure of Purchaser to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.”

The section entitled “Work Permits and Visas” on page 3 of the Agreement is deleted in its entirety.

The section entitled “Merchandising” on page 3 of the Agreement is modified to add the following: “All sales of merchandise are subject to the Yavapai-Apache Nation Transaction Privilege Tax, which shall be remitted by Artist directly to the Yavapai-Apache Nation.”

The section entitled “Indemnification” on page 3 of the Agreement is modified to add the following at the end of the first sentence: “..., except for any costs, claims, expenses (including attorneys’ fees and court costs), liabilities, damages, losses or judgments arising out of the intentional or negligent acts or omissions of Artist or Artist’s employees, contractors and/or agents.”

The section entitled “Insurance” on page 3 of the Agreement is modified to delete the following: “In addition, Artist and Artist’s employees shall be covered by Purchaser’s worker’s compensation insurance.”

The section entitled “Purchaser’s Default/Cancellation” is modified to replace the first sentence with the following: “If, on or before the date of Artist’s engagement, Purchaser fails or refuses to perform any material contractual obligation relating to Artist’s engagement herein, Artist shall have the right to demand payment of the full Guarantee.” The second paragraph of the section is deleted in its entirety.

The section entitled “Force Majeure” is deleted in its entirety and replaced with the following:

Force Majeure: The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party, including without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause beyond the control of either party. With specific respect to the COVID-19 outbreak characterized as a pandemic by the World Health Organization on March 11, 2020, the performance of this Agreement is subject to termination without liability if the Yavapai-Apache Nation, the State of Arizona, or the federal

government issues an order, regulation, advisory, notice, or warning (collectively, an “Act”) which materially and adversely impacts the engagement, including, but not limited to, closure of the venue, reduction in venue capacity, and travel restrictions which prevents Artist from traveling to the venue, and such Act covers the engagement date.

The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than five (5) days – after learning of such basis. Upon termination of this Agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement.

The Purchaser and Artist shall make a good faith effort to reschedule the engagement if there is a force majeure event.

The section entitled “Entire Agreement” is modified to replace the last sentence with the following:

Purchaser is a Subordinate Economic Organization of the Yavapai-Apache Nation, which is a federally recognized Indian Tribe that enjoys sovereign immunity. Purchaser possesses all of the Nation’s rights, privileges, and immunities, including, without limitation, the Nation’s immunity from suit. In consideration for Artist entering into the Agreement, Purchaser does hereby grant, consent, and agree to a limited waiver of its sovereign immunity from lawsuits as follows: Any and all disputes arising under the Agreement, whether brought by Purchaser or Artist, shall be resolved according to the laws of the Yavapai-Apache Nation (including the laws of the state of Arizona where the Laws of the Nation do not address a particular matter), and the Tribal Courts of the Yavapai-Apache Nation shall have exclusive jurisdiction to decide all such actions, as provided hereinafter in this Section. Purchaser and Artist agree that the Yavapai-Apache Nation Tribal Courts shall have personal and subject matter jurisdiction over the resolution of disputes arising under this Agreement as provided in this Section. The Tribal Court’s jurisdiction, as limited hereunder, shall not be construed to empower the Court to enter a judgment or award that reaches or encumbers the assets or property of the Yavapai-Apache Nation other than those of Purchaser, and only the assets of Purchaser shall be liable for the satisfaction of any such judgment or award. It is acknowledged and agreed between Purchaser and Artist that the right to seek relief in the Tribal Court as provided by this Section of this Agreement shall extend only to Purchaser and Artist and shall apply only to an action by Purchaser or Artist for any claim for default or breach of the Agreement, and that this right to seek relief in Tribal Court shall therefore not extend to or be effective as to any claim or action brought by any party other than Purchaser or Artist (including without limitation any purported third party beneficiary of the Agreement). The liability of Purchaser for any recovery by Tribal Court action as provided for hereunder shall be limited to actual unpaid contractual obligations (compensatory damages) and/or specific performance, and shall not in any case include general, consequential, incidental, special, punitive or any other damages, all of which are hereby expressly declared to be outside of the scope of the limited jurisdiction of the Tribal Court as provided for under this Section of the Agreement. This limited waiver of sovereign immunity is not a waiver of the immunity of any tribal official, employee or agent of the Purchaser or Yavapai-Apache Nation.

The following section is added to the Agreement:

Artist acknowledges that the Casino and all property connected to the Casino ("Premises") are "Drug Free", and agree that Artist will forfeit any and all payment for performances, or any part thereof at the discretion of Purchaser, in the event Artist is caught using, possessing, selling or distributing any illicit drugs on the Premises.

Agreed and Accepted:

Bertam Publishing Company:

For Cliff Castle Casino Hotel

Signature: _____

Signature: _____

Name (Print or Type)

Name (Print or Type)


Title

Title

Date

Date

Approved as to Form:


Office of Attorney General