

RESOLUTION NO. 209 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Authorizing Cliff Castle Casino to Execute an Order with
Scientific Games for Gaming Devices

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: Cliff Castle Casino has a Master Purchase Agreement with Scientific Games under which the Casino can purchase gaming devices through a separate Order; and

WHEREAS: The Casino General Manager recommends the purchase of six (6) gaming devices from Scientific Games for the total purchase price of \$116,370.00, as set forth in Order No. 569180 attached to this Resolution as Exhibit A; and


WHEREAS: The Order shall be funded from the Casino’s approved 2022 Capital Budget.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Cliff Castle Casino to execute an Order with Scientific Games for six (6) gaming devices for the total purchase price of \$116,370.00, as set forth in Order No. 569180 attached to this Resolution as Exhibit A.

BE IT FINALLY RESOLVED that the Casino General Manager is hereby authorized to execute the above-referenced Order on behalf of the Cliff Castle Casino.

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 November 10 2022, by a vote of 9 9 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.



Tanya Lewis, Chairwoman

ATTEST:

Karla Reimer
Karla Reimer, Council Secretary

Approved as to Form:

Lisa Estenson
Office of the Attorney General

EXHIBIT A

Scientific Games Order No. 569180



SG Gaming, Inc. ("Supplier")
 6601 Bermuda Rd
 Las Vegas NV 89119 United States
 Tel. 702.532.7700
 Fax.702.532.7633

Order	
Customer Name	Yavapai Apache Nation dba Cliff Castle Casino
Customer Number	1496
Order Date	31-OCT-2022
Order Number	569180
Order Type	US-Sale New
Payment Terms	30 NET
Sales Rep	Bedell, Harry L
Sales Rep email	HBEDELL@LNW.COM
Sales Rep Phone	702 324 2415
Shipping Terms	FOB: Customer's Reservation Prepay & Add
Currency Code	USD

Bill To	Ship To
Yavapai Apache Nation dba Cliff Castle Casino 555 Middle Verde Road CAMP VERDE AZ 86322 United States	Yavapai Apache Nation dba Cliff Castle Casino 555 Middle Verde Road CAMP VERDE AZ 86322 United States

Product Information

Quantity	Product	Description	Software Price	Unit Price	Total Price
6	Kascada	Kascada Dual	Included	18,995.00	113,970.00
6	Total				113,970.00

Pricing

SUBTOTAL	113,970.00
FREIGHT	2,400.00
TOTAL PURCHASE PRICE	116,370.00

Remit To
SG Gaming, Inc. PO Box 749335 Los Angeles, CA 90074

Terms and Conditions

i. Master Agreement

i.a)

This order is subject to all of the terms and conditions set forth herein and the Master Purchase Agreement, between Customer and Supplier (the "Master Purchase Agreement"), the terms of which are hereby incorporated herein by reference. To the extent the terms of this order are missing or are in conflict with the terms of the Master Purchase Agreement, the Master Purchase Agreement will govern the rights and obligations of the parties. All subsequent orders for the purchase of equipment, software conversions or parts by Customer shall be subject to the terms and conditions of the Master Purchase Agreement. None of the terms and conditions contained in this order may be added to, modified, superseded, or otherwise altered except by a written instrument signed by both parties. A facsimile copy or electronic version of a signature on this order shall be deemed an original. The amount of all present and future taxes imposed by any federal, state, tribal, foreign, or local governmental authority which Supplier may be required to pay or collect, with reference to the manufacture, sale, purchase, receipts, transportation, delivery, storage, use or consumption of product or services shall be added to the purchase price, unless Customer in advance shall provide Supplier with a tax exemption certificate acceptable to the applicable taxing authority.

ii. Special Terms and Conditions

ii.a)

CASH NET 30. Payment is due in full no later than 30 days from date of invoice. As security for the prompt payment of Customer's indebtedness to Supplier under this Order, Customer grants to Supplier a security interest in the equipment sold by Supplier to Customer pursuant to this Order and all proceeds thereof, including insurance proceeds only until such time as Customer has tendered payment in full to Supplier for such equipment. Customer hereby irrevocably authorizes Supplier, at any time and from time to time, to file financing statements to establish and maintain a valid, enforceable, perfected security interest as specified in this Order without the signature of Customer, including any amendments thereto and continuations thereof.

ii.b)

EGM PERFORMANCE WARRANTY. During the one hundred eighty (180) day period beginning upon the delivery of the EGMs described herein, if any such EGM fails to earn at least eighty percent (80%) of the rolling monthly slot machine gaming floor area average for the Customer facility where such EGM is located for the same denomination and platform type (excluding any earnings for specialty games such as wide area progressives, participation, and premium licensed EGMs but including Supplier's), Customer may, as its sole and exclusive remedy and at no charge to Customer, convert that EGM's game theme one (1) time to a different game theme of the same category which is approved in Customer's gaming jurisdiction for use in the EGM. Customer agrees to provide Supplier with written notice requesting the conversion, including certification of the average that serves as the basis of any such game theme conversion. Upon conversion of an EGM's game theme as set forth herein, Customer shall promptly return the original game theme components to Supplier.

ii.c)

STANDARD LIMITED PRODUCT WARRANTY. During the first ninety (90) days after delivery of the Equipment, Supplier warrants to Customer that the Equipment will be free from defects in material and workmanship that materially and adversely affect the performance of the Equipment. Deviations from any specifications or standards that do not materially affect the performance of the Equipment are not considered to be defects in materials or workmanship. Customer's sole and exclusive remedy in the event of defect is expressly limited to the adjustment, repair, or replacement of defective parts to return the Equipment to good working condition, in the sole discretion of Supplier. This warranty is void if the Equipment or any part thereof is not installed, operated and maintained in accordance with Supplier's product literature and manuals or is operated in violation of law. In addition, this warranty is void if the defective Equipment and/or part (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation by Customer or on behalf of Customer (other than by Supplier), improper storage, or improper handling, (ii) has been repaired or altered by persons other than Supplier, or (iii) has been used with any third party software or hardware which has not been previously approved in writing by Supplier. The process for parts adjustment, repair or replacement under the foregoing warranty is described in Supplier's RMA policy located on Supplier's customer support web site.

Terms and Conditions

Yavapai Apache Nation dba Cliff Castle Casino	Supplier
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____