

**POKER**

**MEMORANDUM OF UNDERSTANDING**

Definitions, Operational Standards, Specifications,  
and Regulations Governing Poker

**MEMORANDUM OF UNDERSTANDING REGARDING POKER**  
**BETWEEN THE [REDACTED]**  
**AND THE STATE OF ARIZONA**

Consistent with the Compact executed on April 14, 2021, the [REDACTED] (the "Tribe") and the State of Arizona (the "State") hereby enter into the following Memorandum of Understanding (the "Agreement") regarding the Tribe's conduct of Class II poker.

**LIMITS AND EXCLUSIVITY**

The Tribe agrees to forbear the play of poker except as provided herein in consideration for the rights and privileges set forth in the [REDACTED] and State of Arizona Gaming Compact (the "Compact") executed on April 14, 2021.

The Tribe and the State agree that the limits with respect to the conduct of card games as set forth in the Compact shall apply to the conduct of poker. These limits include: (i) the limits on numbers of player positions for each card game table as found in Compact Section 3(e); (ii) that card games shall only be conducted in Gaming Facilities authorized by the Compact as stated in Compact Section 3(e); and (iii) that card games shall only be played on a limited number of tables, such that the total number of poker tables coupled with the total number of blackjack and promotional award poker tables does not exceed the total Card Game Tables allowed under Compact Section 3(e).

The Tribe and the State further agree that the applicable exclusivity provisions of the Compact as found at Sections 3(g) and 3(h) are incorporated into the terms of this Agreement. Nothing in this Agreement shall in any way be interpreted to infringe or encroach upon the jurisdiction of the National Indian Gaming Commission ("Commission") over the regulation of Class II gaming. The parties may renegotiate provisions of this Agreement to maintain consistency with Commission opinions and regulations.

**I. DEFINITIONS.**

In addition to definitions set forth in the Compact and its appendices, the following definitions shall apply to the rules of poker, including all approved variations, conducted by the Gaming Facility Operator:

- (1) "Bet" means a player's wager on any betting round.
- (2) "Buy-in" means a purchase of gaming chips by a player prior to play.
- (3) "Card table bank" means an imprest inventory of cash, gaming chips and tokens physically located in the table tray on the card table and controlled by and accountable through the card room bank as provided in Section II of this Agreement. Card table banks are only to be used for the purpose of making change, handling player buy-ins, or storing dealer tips in accordance with the rules of the poker games and this Agreement.
- (4) "Deal" means the distribution of cards among the players and, if applicable, the dealer.

- (5) "Dealer" means the employee who operates the game, administering house rules and making payoffs.
- (6) "Hand" means one game in a series, one deal, the cards held by a player, or the best five cards of a player's holding or including any community cards.
- (7) "Layout" or "table layout" means the felt, cloth, or other material covering the playing surface of a table.
- (8) "Poker" or "poker game" means poker and poker variations which utilize cards and the ranking of traditional hands (which can include more or less than 5 cards), for which rules and procedures have been approved under Section II.G of this Agreement.
- (9) "Pot" means a location on the table or the total amount anted and bet by players during a hand which is awarded to the winning player or players.
- (10) "Proposition player" means a player who receives a salary, wage, or fixed sum from the Gaming Facility Operator for playing in short games (those with empty seats), starting new games, or filling in where needed. Although a proposition player works for the Gaming Facility Operator, he plays his own money, retains his winnings and absorbs his losses.
- (11) "Shill" means an employee financed by the Gaming Facility Operator and acting as a player for the purpose of starting or maintaining a sufficient number of players in a game.
- (12) "Shuffling device" means an electro-mechanical device which continuously and/or automatically reshuffles the cards.
- (13) "Stakes player" means a player financed by the Gaming Facility Operator to play for the purpose of starting a game that would otherwise be short, or to keep a game that is becoming short from breaking up. A stakes player participates in a game under an arrangement or understanding where by such person retains all or a percentage of his profits (after returning to the house the amount given to him when he was first put in), usually at the end of a shift, but absorbs none of the losses.
- (14) "Supervisor or management employee" means, for the purpose of this Agreement, any employee assigned duties and responsibilities that include:
  - (a) Directing card room employees in the performance of their duties;
  - (b) Supervising game activity, dealing procedures and compliance with internal controls;
  - (c) Initially resolving player disputes arising from game play;
  - (d) Making decisions regarding the seating of players; and

(e) Making decisions regarding work scheduling of card room employees.

(15) "Time rake" means a charge to a player, determined on a time basis, by the Gaming Facility Operator for the right to participate in a game.

## II. GENERAL REQUIREMENTS.

### A. Types of Poker Games.

- (1) The Gaming Facility Operator shall only conduct poker games under the rules approved and authorized by the Tribal Gaming Office and the State Gaming Agency. Authorized poker games shall not exceed the wager limitations established by the Tribal Gaming Office.
- (2) Any electronic or electromechanical components or hardware, including program software, utilized in an approved poker game shall be evaluated by an independent testing laboratory prior to use for play.

**B. Number of Poker Tables.** The number of poker tables in play shall not exceed the limits established in the Compact. Poker tables used in authorized tournament play shall be included when determining the total number of poker tables in play in a Gaming Facility. No poker games shall be operated outside of a Gaming Facility.

**C. Licensing and Certification of Card Room Employees.** All card room employees shall be licensed by the Tribal Gaming Office and certified by the State Gaming Agency in accordance with the provisions of the Compact.

**D. Equipment Control.** All cards, poker tables, gaming chips, and associated equipment, as applicable, shall be purchased, leased or acquired only from manufacturers or distributors licensed by the Tribal Gaming Office and certified by the State Gaming Agency in accordance with the Compact.

**E. Access to Records and Reports.** The State Gaming Agency shall have access to all records of poker gaming activity, pursuant to the provisions of the Compact, including, but not limited to:

- (1) Daily activity and accounting records;
- (2) Security reports;
- (3) Surveillance activities and reports; and
- (4) Investigative reports.

**F. Inspection of Poker Tables, Cards and Play.** The State Gaming Agency shall be authorized to inspect any poker table, cards, related operations, and/or observe any gaming activity pursuant to the provisions of the Compact.

### G. Adoption of Rules.

- (1) Prior to conducting a game of poker, the Gaming Facility Operator shall submit to the Tribal Gaming Office and the Tribal Gaming Office shall have approved rules and procedures for play to govern the conduct of

poker games operated in each Gaming Facility. In determining whether to approve such rules and procedures, the Tribal Gaming Office shall consider whether the proposed rules and procedures are appropriate to ensure the integrity, fairness, and security of play. After making its determination and prior to implementation, the Tribal Gaming Office shall issue a written approval or disapproval for the rules and procedures for each game to be played in the Gaming Facility.

- (2) Game rules and procedures approved by the Tribal Gaming Office shall include, in addition to the rules of play:
  - (a) Specifications provided by the equipment manufacturer or distributor applicable to gaming equipment;
  - (b) Physical characteristics of gaming chips;
  - (c) Physical characteristics of such other gaming equipment as may be required for use in authorized poker games, including, but not limited to:
    - (i) Cards (including procedures for receipt and storage);
    - (ii) Card tables;
    - (iii) Table layouts; and
    - (iv) Shuffling devices (including procedures for receipt and storage), if applicable.
  - (d) Rules for each authorized poker game, including, but not limited to:
    - (i) Dealing techniques;
    - (ii) Hand shuffling procedures (if applicable);
    - (iii) Minimum and maximum permissible wagers;
    - (iv) Procedures of play;
    - (v) Procedures to be followed on occurrence of irregularities; and
    - (vi) Prohibitions on side betting between and against players.
- (3) Copies of game rules and procedures shall be provided to the State Gaming Agency prior to implementation for review and approval. Within seven (7) days of receipt, the State Gaming Agency shall submit to the Tribal Gaming Office written comments and objections to the proposed rules and procedures. If the State Gaming Agency does not object within seven (7) days, then the rules and procedures are deemed approved. If the State Gaming Agency does object, the Tribal Gaming Office and the State Gaming Agency shall meet and confer within fourteen (14) days in a good faith effort to resolve the objections. Unresolved objections to any proposed rules or procedures shall be resolved expeditiously pursuant to the dispute resolution provisions of the Compact prior to implementation.

**H. Currency Transaction Reporting.** The Tribal Gaming Office, or the Gaming Facility Operator as approved by the Tribal Gaming Office, shall establish and the Gaming Facility Operator shall comply with procedures and controls necessary to comply with the provisions of the Federal Bank Secrecy Act and the Federal USA Patriot Act. Copies of the procedures and controls established to comply with the Acts

shall be provided to the Tribal Gaming Office and available to the State Gaming Agency upon request.

**I. Poker Game Training.**

- (1) Prior to any new poker game being implemented at the Gaming Facility, the Tribal Gaming Office shall require the Gaming Facility Operator to provide appropriate training for all employees involved in the conduct or regulation of poker, such that those employees have the knowledge and skills required under typical industry standards for the job function that employee performs, including but not limited to player money management and wagering, and detection of cheating methods. Tribal Gaming Office employees responsible for poker shall receive appropriate training in any new poker game.
- (2) The Tribal Gaming Office and/or the Gaming Facility Operator, as designated by the Tribal Gaming Office, shall notify the State Gaming Agency prior to the beginning of any training programs and shall provide the State Gaming Agency an opportunity to participate.

**J. Notice of Installation.**

- (1) The Gaming Facility Operator shall provide the Tribal Gaming Office advance written notice that it intends to install or re-install, or modify any poker table, including any newly purchased, leased, or previously approved poker table, for use for play, prior to placing such poker table into play at any Gaming Facility. Such notification shall be provided in time to allow the Tribal Gaming Office to schedule employees to inspect and test, as applicable, such poker tables, prior to use for play.
- (2) Upon notification from the Gaming Facility Operator, the Tribal Gaming Office shall provide to the State Gaming Agency all the information the Gaming Facility Operator is required to provide, to allow the State Gaming Agency to coordinate inspection and testing, as applicable.
- (3) All installation, reinstallation, and modifications of poker tables shall be approved by the Tribal Gaming Office prior to use for play in a Gaming Facility. All poker tables shall have affixed an identifying approval seal or equivalent from the Tribal Gaming Office, while in use for play in a Gaming Facility. If the State Gaming Agency is not present at the time of installation, reinstallation or modification, the Gaming Facility Operator may put the poker table in use for play, if approved by the Tribal Gaming Office.
- (4) When the State Gaming Agency approves a poker table for either use for play or continued use, it shall affix an identifying approval seal or equivalent to the poker table. If the State Gaming Agency denies approval for use for play or continued use, the State Gaming Agency shall, at the conclusion of inspection and testing, as applicable, orally explain to the Gaming Facility Operator and the Tribal Gaming Office why the State Gaming Agency is denying approval. The State Gaming

Agency shall promptly issue a written statement to the Tribal Gaming Office setting forth the grounds for denial of approval.

- (5) A poker table shall not be placed into play without having an identifying approval seal or equivalent from both the Tribal Gaming Office and the State Gaming Agency, unless authorized by Section II.J.3 of this Agreement.
- (6) The Tribal Gaming Office and the State Gaming Agency shall ensure that all poker tables and gaming activity are properly covered by surveillance, pursuant to the Tribe's internal control standards.

**K. Notice of Removal.**

- (1) The Gaming Facility Operator shall provide the Tribal Gaming Office five (5) business days advance written notice if it intends to remove any poker table from the gaming facility or to allow such tables to be removed. The notice shall identify which poker tables will be removed from the gaming facility and give details regarding when the tables will be removed, the location to which the tables will be taken, and to whom the tables will be transferred. The Tribal Gaming Office shall immediately remove and discard all affixed approval seals from any poker tables removed from the Gaming Facility and shall provide the State Gaming Agency written verification of having discarded the seals.
- (2) If poker tables are moved to storage, the Gaming Facility Operator shall provide the Tribal Gaming Office twenty-four (24) hours advance written notice of the tables to be moved and seals need not be removed. The Tribal Gaming Office shall provide written notice to the State Gaming Agency within forty-eight (48) hours of such movement.

**L. Card Specifications and Controls.**

- (1) Cards may have imprinted on them the name and/or logo of the gaming establishment. The design on the backs of the cards in the deck shall be identical, and no card may contain any marking, symbol, or design that enables a player to know the identity of any element printed on the face of the card. The backs of the cards in the deck shall be designed to eliminate the ability of any person to place concealed markings on them.
- (2) The Tribal Gaming Office, or the Gaming Facility Operator as approved by the Tribal Gaming Office, shall establish appropriate procedures and controls for purposes of security and integrity to ensure all decks of cards are properly accounted for from the time of receipt to the time of destruction or disposition.
- (3) A secured location for storing unissued cards shall be maintained. The secured location shall be under constant monitoring by surveillance cameras. The exit and entrance to this area shall be viewed by at least one (1) fixed camera. A sign-in and sign-out log shall be completed by

individuals entering the area. Surveillance shall be notified when persons request entry into this area. At no time shall a single individual be allowed to enter this area alone.

- (4) The Gaming Facility Operator shall maintain an ongoing perpetual inventory of cards that allows for the immediate verification of balances. Not less than monthly, someone independent of the card room department shall verify the card inventory and perpetual inventory records. Any discrepancies shall be immediately investigated and reported to the Tribal Gaming Office and the State Gaming Agency.
- (5) Cards maintained in the card room area shall be stored in a locked cabinet and only accessible to authorized personnel.
- (6) If the Gaming Facility Operator uses plastic cards (not plastic-coated cards), the cards may be used for up to six (6) months if the plastic cards are routinely inspected, and washed or cleaned in a manner and time frame approved by the Tribal Gaming Office.

**M. Staffing and Supervision.**

- (1) A designated supervisor shall be responsible for the supervision of poker activity, including observing dealers and players, viewing drop box removal at established times, initially resolving player disputes arising from table play, and other duties as required. At least one (1) supervisor shall be in the card room area at all times when poker tables are open for play.
- (2) All card room supervisors and management employees shall be knowledgeable in the play of all poker games and the regulatory requirements of poker games.
- (3) A supervisor may function as a dealer without any other supervision if disputes are resolved by supervisory personnel independent of the transaction or independent of the card games department.

**N. Prohibited Acts.**

- (1) No Gaming Facility Operator or other person shall remove, add, or alter any cards, nor permit such activity, except as provided by this Agreement.
- (2) The dealer shall not look at, nor expose to any person, the face of a card before it is dealt.
- (3) A player shall not use any person, device, object, process, or procedures that are designed or intended to analyze, project, or predict the outcome of the game, unless otherwise approved by the Tribal Gaming Office and the State Gaming Agency.

- (4) No dealer or supervisor shall advise a player about game strategy while the player has a wager still pending on the outcome of the game.
- (5) No person may introduce cards into any poker game that were not obtained through the current deal of the cards by the dealer, or any chip other than those obtained from the Gaming Facility where the poker game is being played.
- (6) Only the dealer and the player to whom the cards have been dealt may touch the player's cards.
- (7) A player may not touch the cards with the player's person or any instrument in any manner that would alter, mark, bend, or otherwise allow any card to be distinguished from any other card.

**O. Cards - Inspection and Presentation.**

- (1) Immediately prior to being placed into play, a dealer shall sort and inspect the cards. The dealer shall ensure that the deck is complete, and that no cards are obviously flawed, scratched, or marked in any way. A supervisor or management employee shall verify the inspection. The surveillance system shall record this process.
- (2) The dealer shall spread out the cards, faced upward on the table, according to suit, and in sequence, in such a manner that each individual card can be identified. The surveillance system shall record this process.
- (3) If, after checking the cards, personnel involved in the inspection and testing find that any cards are damaged or improper, a substitute card or deck, as applicable, shall be brought from the storage area.
- (4) The Tribal Gaming Office and the State Gaming Agency shall be authorized to test and inspect cards at any time in accordance with the provisions of the Compact.

**P. Cards - Removal from Use.**

- (1) The Tribal Gaming Office, or the Gaming Facility Operator as approved by the Tribal Gaming Office, shall establish a reasonable time period within which to mark, cancel, or destroy cards from play.
- (2) The Gaming Facility Operator shall remove cards at any time if there is any indication of tampering or other defects that might affect the integrity or fairness of the game or at the request of an authorized representative of the Tribal Gaming Office or the State Gaming Agency. Any cards that indicate purposeful tampering shall be placed in a sealed envelope or container, identified by table number, date and time, and shall be signed or initialed by the dealer and a supervisor.

- (3) All envelopes and containers containing cards (or deck of cards) that indicate purposeful tampering shall be turned over to the Tribal Gaming Office which shall inspect them for tampering or anything that might indicate unfair play. The Tribal Gaming Office shall promptly notify the State Gaming Agency of any cards that indicate purposeful tampering and shall allow the State Gaming Agency to inspect such cards upon request.

**Q. Dealer Tips.**

- (1) The Tribal Gaming Office, or the Gaming Facility Operator as approved by the Tribal Gaming Office, shall establish the criteria and procedures for the acceptance and, as applicable, distribution of tips. The procedures shall provide criteria to ensure that tips received are reported as income for tax purposes for the individuals receiving them pursuant to applicable tax laws. At a minimum, such procedures shall require that all tips be placed in the card table bank or a tip box.
- (2) No Gaming Facility Operator employee directly concerned with management, accounting, or surveillance shall solicit or accept any tip or gratuity. A card room supervisor or management employee, while temporarily relieving a poker dealer, may accept tips on behalf of the regularly scheduled dealer, to be immediately deposited in the card table bank or a tip box.
- (3) At no time shall any table game employee who serves in a supervisory position directly or indirectly solicit or accept any tip or gratuity from an employee under their supervision, or any other employee, at the Gaming Facility where they are employed. Notwithstanding the foregoing, supervisory and management employees may participate in the distribution of gratuities or tips if a pooling and distribution process is approved by the Tribal Gaming Office.
- (4) The Gaming Facility Operator shall establish procedures consistent with applicable laws for accounting for all tips and gratuities received by gaming employees.

**R. Chips and Tokens.**

- (1) General:
  - (a) A Gaming Facility Operator may not issue chips or tokens for use in its Gaming Facility(s), or sell or redeem chips or tokens, unless the specifications of the chips or tokens have been approved in writing by the Tribal Gaming Office. Chips and tokens shall not deceptively resemble any current or past coinage or currency of the United States or any other nation.
  - (b) The Tribal Gaming Office, or the Gaming Facility Operator as approved by the Tribal Gaming Office, shall establish and the Gaming Facility Operator shall comply with appropriate procedures and controls for purposes of security and integrity to

- ensure that all chips and tokens are properly accounted for from the time of receipt to the time of destruction or disposition.
- (c) Unused and/or reserve chip inventory(s) shall be maintained in a secure location to prevent unauthorized access. The secure location shall be continuously recorded by a dedicated surveillance camera with sufficient clarity to identify employees. Not less than monthly, accounting personnel shall reconcile unused and/or reserve chip inventory(s) to accountability records.
- (2) Specifications for gaming chips and tokens:
    - (a) Gaming chips and tokens shall be designed, manufactured, and constructed in compliance with all applicable statutes.
    - (b) In addition to other specifications that the Tribal Gaming Office may approve, the following shall appear on the gaming chip or token:
      - (i) The name of the issuing Tribe and/or Gaming Facility shall be inscribed on at least one (1) side of a gaming chip or token;
      - (ii) The value shall be inscribed on both sides of a gaming chip or token; and
      - (iii) A gaming chip shall be designed so that when stacked with gaming chips and tokens of other denominations and viewed on surveillance monitors, the denomination of the gaming chip may be distinguished from that of the other gaming chips and tokens in the stack.
  - (3) Denominations of gaming chips shall be denoted by the following colors:
    - (a) A one-dollar gaming chip shall be predominantly white;
    - (b) A five-dollar gaming chip shall be predominantly red;
    - (c) A twenty-five-dollar gaming chip shall be predominantly green;
    - (d) A one-hundred dollar gaming chip shall be predominately black;
    - (e) A five-hundred dollar gaming chip shall be predominately purple;
    - (f) Other gaming chip denominations may be used with approval of the Tribal Gaming Office and the State Gaming Agency; and
    - (g) Tournament and promotional chips may be of any color.

### **III. POKER GAME REQUIREMENTS.**

#### **A. Availability of Rules.**

- (1) Basic poker rules and house rules governing the play of poker shall be clear, legible, and available to all players in the card room area.
- (2) The maximum rake percentage or other fee charged, the number of raises allowed, the monetary limit of each raise, the amount of the ante, and other poker game rules shall be available upon the request of any player.

- (3) The Gaming Facility Operator shall furnish, upon the request of any player, a complete legible set of all rules of play and betting for poker games, including house rules for the play of poker.

**B. Poker Table - Physical Characteristics.**

- (1) Poker games shall be played on an oblong table having wagering positions for no more than ten (10) players and a place for the dealer.
- (2) Each poker table, while in play, shall have a table tray, a drop slot, and a tip box, except that no tip box shall be required if tips are not accepted at the table. Each table may also be equipped with other such devices as specified in the rules.

**C. Drop Boxes.** Each table used for poker games shall have one drop box with a drop slot even with the top right corner of the table tray, with a cover over the drop slot. At the conclusion of the hand the rake is placed in the drop box by the dealer. The drop box shall be a locked container marked with a permanent number corresponding to the permanent number on the poker table. The locked container shall be locked to the table and shall be separately keyed from the lock securing the contents of the container itself.

**D. Cards.**

- (1) Cards may be dealt to the players face upwards or face down.
- (2) If expressly permitted by the rules of play of a poker game, a hand may consist of either fewer than five cards or more than five cards. The rank of poker hands containing other than five cards shall be specified by the rules of play of each poker game permitting such hand.
- (3) If expressly permitted by the rules of play of a poker game, a joker(s) may be used as specified by the rules of play of each poker game permitting the use of such card(s).
- (4) A poker game may be played with a deck of cards that has been modified from a standard 52 card deck (i.e. cards have been removed from or added to a standard 52 card deck), but any modifications must be performed at the table where the cards will be put into play and performed such that the process may be viewed and recorded by the surveillance system.

**E. Shuffling Devices.**

- (1) A shuffling device may be used at a poker table.
- (2) Shuffling devices in the Gaming Facility shall be inspected each gaming day before play commences to ensure that the shuffling device is not damaged, is operating properly, and has not been compromised in any manner which might affect the integrity of the game.

**F. Manual Shuffling and Hand Dealing.**

- (1) If the Gaming Facility Operator chooses to shuffle the cards by hand, procedures for such shuffling shall be submitted to, and approved by the Tribal Gaming Office and the State Gaming Agency. The surveillance system shall record this process.
- (2) Hand dealing procedures shall be submitted to, and approved by the Tribal Gaming Office and the State Gaming Agency.

**G. Proposition Players.**

- (1) All proposition players authorized pursuant to this Agreement shall be licensed by the Tribal Gaming Office and certified by the State Gaming Agency as Gaming Employees pursuant to the provisions of the Compact.
- (2) Proposition players shall not play in any manner among themselves or in collusion with others to the disadvantage of other players in the poker game.
- (3) Each Gaming Facility Operator employing proposition players shall identify proposition players upon request and shall display a clear and legible sign in a conspicuous and conveniently accessible location which states, in substantially this form: "Tribal gaming regulations allow the use of proposition players. Proposition players will be identified by management upon request."
- (4) Each Gaming Facility Operator shall maintain a list of all proposition players, readily available for inspection by the Tribal Gaming Office and the State Gaming Agency.
- (5) Dealers may only act as proposition players if in accordance with the Gaming Facility Operator's approved procedures.
- (6) Card room supervisors or management employees shall not act as proposition players. If the Gaming Facility Operator never operates more than five (5) poker and promotional award poker tables at one time, an on duty supervisor may act as a proposition player pursuant to procedures established by the Gaming Facility Operator and approved by the Tribal Gaming Office and State Gaming Agency, when such play by the supervisor is necessary to keep a poker game operating.

**H. Restrictions of Other Players.**

- (1) No dealer shall wager in any poker game in which he is dealing.
- (2) No Gaming Employee shall be allowed to stake, or have a stake in, a player in any card game in the Gaming Facility.

- (3) Skills and stakes players are not authorized pursuant to this Agreement and shall not be utilized by the Gaming Facility Operator.

**I. Rake-Off and Time Rake Collection.**

- (1) A rake shall be collected in accordance with the posted rules for such poker game. Time rake collection shall be allowed in any poker game, predetermined by management. The dealer shall not deviate from the standard rake or rake-off procedures without prior management approval.
- (2) A standard rake chart and rake-off procedures shall be set by management.
- (3) A rake shall only be pulled by the dealer in an obvious manner. The rake shall be placed in a designated rake circle/area or on top of the drop slide and shall remain in the designated rake circle/area or on top of the drop slide until a winner is declared and paid. The rake shall then be inserted into the poker table drop box.
- (4) For time rakes, the dealer shall place the rake in the designated rake circle/area and shall announce to the manager/supervisor that he has a time rake. The manager/supervisor shall verify the time rake and shall observe the dealer place the time rake into the poker table drop box.

**J. Table Stakes.**

- (1) Players in poker games may bet only the visible portion of gaming chips and tokens in front of them on the table when the hand begins. Such players may add to their stacks at any time before the hand starts, but cannot take money that has been in play for even one hand off the table until they cash out, except that money on the table may be used for tips and to purchase food and beverages served at the table, as applicable.
- (2) Players shall not be allowed to loan or exchange cash, gaming chips or tokens with another player while a hand is in progress.

**K. Card Room Banks (or Cage).**

- (1) Card room banks shall be used exclusively for the purpose of the issuance and receipt of card table banks, the maintenance of card table banks used in card games, and the purchase and redemption of gaming chips by players or dealers.
- (2) Card room banks shall be maintained on an imprest basis. Access and keys to the card room bank(s) shall be controlled pursuant to the Tribe's internal control standards. Accountability for the imprest bank(s) shall be established pursuant to the Tribe's internal control standards.
- (3) Transfers between the main cardroom bank and the cage must be properly authorized and documented.

- (4) The amount of the main cardroom bank shall be counted, recorded, and reconciled on at least a per shift basis.

**L. Card Table Banks.**

- (1) Poker games shall use an imprest card table bank. For all card table banks, at all times the gaming chips, tokens and money in the card table bank shall equal a pre-established amount, plus dealer tips if tips are stored in the card table bank. The card table banks shall only be used for the purpose of making change, handling player buy-ins, or storing dealer tips.
- (2) Exchanges between card table banks and the main card room bank (or cage, if a main card room bank is not used) shall be authorized by a supervisor. All exchanges shall be evidenced by the use of a lammer unless the exchange of chips, tokens, and/or cash takes place at the table.
- (3) Exchanges from the main card room bank (or cage, if a main card room bank is not used) to the table banks shall be verified by the card room dealer and the runner.
- (4) At least once per shift, the table banks that were opened during that shift shall be counted, recorded, and reconciled by a dealer or other person, and a supervisor, and shall be attested to by their signatures on the check-out form.

**M. Wagers.**

- (1) The wagering structure and type of poker game shall be conspicuously posted at each table.
- (2) The Gaming Facility Operator, at its discretion, may change the wagering structure at any table, with appropriate notice to all players.
- (3) All paper currency and coin (only US currency) shall be exchanged for chips or tokens by the dealer, prior to a wager being made.

**N. Game Drop and Count Standards.**

- (1) A card game drop shall be performed at the end of each shift. Times for the drop and count shall be submitted to the Tribal Gaming Office for approval, and the Tribal Gaming Office shall provide a copy to the State Gaming Agency. Drop and count shall be conducted only at the scheduled times, except for emergency drops.
- (2) The Tribal Gaming Office shall be notified prior to performing any emergency drop. A written record shall be maintained of all emergency drops indicating the reason, persons involved, date and time.

- (3) Any permanent change to the drop and/or count times shall be submitted to the Tribal Gaming Office for approval prior to any change being implemented by the Gaming Facility Operator. The Tribal Gaming Office shall immediately notify the State Gaming Agency of any approved changes.

**O. Limitations on Jackpots.** Poker played pursuant to this Agreement shall not have a jackpot promotional fund, jackpot rake, jackpot promotional award, or bad beat pots or pools. Poker games which include any of these jackpot features may only be played as specified in the Appendix for Promotional Award Poker.

**P. Poker Tournaments.**

- (1) The Gaming Facility Operator may conduct poker game tournaments. At such tournaments only poker games approved and authorized by the Tribal Gaming Office and the State Gaming Agency may be played.
- (2) The Gaming Facility Operator shall submit for approval to the Tribal Gaming Office operational standards, rules, and procedures to govern the conduct and play of any poker game tournament. The Tribal Gaming Office shall review and issue a written approval or disapproval of the operational standards, rules, and procedures prior to the beginning of tournament play.
- (3) Copies of tournament standards, rules, and procedures shall be provided to the State Gaming Agency prior to tournament play for review and approval. Within seven (7) days of receipt, the State Gaming Agency shall submit to the Tribal Gaming Office written comments and objections to the proposed standards, rules, and procedures. If the State Gaming Agency does not object within seven (7) days, then the standards, rules, and procedures are deemed approved. If the State Gaming Agency does object, the Tribal Gaming Office and the State Gaming Agency shall meet and confer within fourteen (14) days in a good faith effort to resolve the objections. Unresolved objections to any proposed standards, rules, and procedures shall be resolved expeditiously pursuant to the dispute resolution provisions of the Compact prior to implementation.
- (4) The operational standards, rules, and procedures for the conduct of tournament play shall be:
  - (a) Available to all tournament players prior to the beginning of the tournament; and
  - (b) Posted in a conspicuous location.
- (5) The operational standards, rules, and procedures shall include but are not limited to:
  - (a) Qualification or selection criteria which limit the eligibility of tournament players. Proposition players shall not be permitted to play as proposition players in tournament play;

- (b) Regulations of the tournament (e.g., beginning and ending times, number of rounds, lapse of rounds, entry fee, elimination factors, cash handling procedures, etc.); and
- (c) Prizes to be awarded.

**Q. Entry Fee and Player Buy-In.** Poker tournament entry fees and buy-ins shall be documented on a tournament entry fee and buy-in log. The following information, at a minimum, shall be recorded on the log at the time the entry fee or buy-in is conducted: name of patron and amount of the entry fee or buy-in.

**R. Tribal Contributions Computation.** The Tribe agrees to include its gross gaming revenue from poker in its Class III Net Win for the purposes of the calculation and payment of its contributions under the Compact and Appendix I.

- (1) For each poker game, gross gaming revenue is equal to the amount of compensation charged players for the opportunity to play and wager on any poker game. It includes rake, time collection, or any other fee the player is required to pay the Gaming Facility Operator for the opportunity to play and wager against other players.
- (2) The following shall not be included in the calculation of gross gaming revenue for poker: entry fees or other compensation received by the Gaming Facility Operator for poker game tournaments, and prizes paid to winning players as a result of poker game tournaments.

### **RESOLUTION OF DISPUTES**

The Tribe and the State agree to follow the dispute resolution process of the Compact to resolve any dispute, claim or grievance between them regarding compliance with, or the interpretation or application of, this Agreement.

### **REGULATION AND MONITORING OF AGREEMENT**

The Tribe and the State agree that the parties shall have the same role, responsibilities, and authority with respect to the monitoring and regulation of poker and compliance with this Agreement as set forth in the Compact and its appendices with respect to monitoring and regulation of gaming and monitoring of Compact compliance. As a result, among other things, there will be security and surveillance as called for by the Compact with respect to the poker games and card rooms, measures for player disputes and to protect the public health and safety established by the Compact shall apply to poker players and the conduct of poker and card rooms, the conduct of poker shall meet operational requirements, and Compact provisions for Tribal regulation and State monitoring of gaming shall apply to the conduct of poker and operation of card rooms.

### **NOTICES**

All notices required or authorized to be served under this Agreement shall be served by certified mail (return receipt requested), commercial overnight courier service, or personal delivery to the Director of the Arizona Department of Gaming.

**AUTHORITY TO EXECUTE**

The persons signing this Agreement on behalf of the Tribe and the State represent that they have the authority to bind the respective parties to its terms.

**ENTIRE AGREEMENT**

This Agreement between the Tribe and the State constitutes the entire agreement of the parties. The parties' agreement shall not be construed to amend the Compact. This Agreement shall be governed by and construed in accordance with the applicable laws of the United States, and the Tribe and the State.

**EFFECTIVE PERIOD**

This Agreement shall come into effect once it is fully executed and the Compact becomes effective. This Agreement shall remain in effect for as long as the Compact is in effect and shall expire and terminate without further action of the parties thereafter, unless the parties agree otherwise before this Agreement expires.

**COUNTERPARTS**

This Agreement may be executed in counterparts, all of which together shall constitute one original document. A signature delivered by facsimile or other electronic transmission shall have the same effect as an original signature, and any party transmitting its signature by facsimile shall furnish the other party an original signature within 72 hours of any facsimile transmission.

**INTERPRETATION**

The State and the Tribe have agreed to use the particular language in this Agreement, and no ambiguity in this Agreement shall be construed against either party. Terms in this Agreement that are not defined shall have the meaning given to them in the Compact.

**MODIFICATIONS**

This Agreement may be amended and modified only in writing in a document signed by the parties.

