United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

AUG 10 1995

Honorable Leonard C. Burch
Chairman
Southern Ute Indian Tribal Council
P.O. Box 737
Ignacio, Colorado 81137

Dear Chairman Burch:

On June 26, 1995, we received the Amended Southern Ute Indian Tribe - State of Colorado Gaming Compact dated June 15, 1995. We have completed our review of this Amendment and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of the IGRA, we approve the Amendment. The Amendment 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/ Ada E. Deer

Ada E. Deer
Assistant Secretary - Indian Affairs

Enclosures

Identical Letter Sent to: Honorable Roy Romer
Governor of Colorado
State Capitol
Denver, Colorado 80202

cc: Albuquerque Area Director w/copy of approved Amendment
Supt., Southern Ute Agency w/copy of approved Amendment
National Indian Gaming Commission w/copy of approved Amendment
Rocky Mtn. Regional Solicitor w/copy of approved Amendment
United States Attorney w/copy of approved Amendment

THE SOUTHERN UTE INDIAN TRIBE - STATE OF COLORADO

GAMING COMPACT

THIS AMENDED SOUTHERN UTE INDIAN TRIBE - STATE OF COLORADO GAMING COMPACT is made and entered into this 15 day of June, 1995, by and between the SOUTHERN UTE INDIAN TRIBE and the STATE OF COLORADO pursuant to the Indian Gaming Regulatory Act, Pub.L. 100-497, codified at 25 U.S.C. §§ 2701-2721 (1988) and 18 U.S.C. §§ 1166-1168 (1988) ("the Act"), and Section 15(d) of the Southern Ute Indian Tribe - State of Colorado Gaming Compact.

SECTION 1. DECLARATION OF POLICY AND PURPOSE. The Act provides that the conduct of Class III Gaming on Indian lands is to be governed by a tribal-state compact that is agreed upon through negotiations by the Parties. The federal policy regarding gaming on Indian lands is set forth in the Act.

The purpose of this Compact is to establish the terms governing the conduct of Class Ill Gaming on the Southern Ute Indian Reservation.

SECTION 2. DEFINITIONS. For purposes of this Compact:

(a) "Act" means the Indian Gaming Regulatory Act, Pub.L. 100-497, 25 U.S.C. §§ 2701 et seq., enacted in 1988, and as subsequently amended.

(b) "Applicant" means any person who has applied for a License, pursuant to the Southern Ute Indian Tribe Class III Gaming Code ("the Code"), or who has applied for permission to engage in any act or activity which is regulated by the Code.

(c) "Class Ill Gaming" means the same as the term is defined in the Act.

(d) "Class Ill Gaming Activity" or "Class III Game" means those gaming activities which are included within the definition of Class III Gaming.

(e) "Compact" means this Southern Ute Indian Tribe - State of Colorado Gaming Compact, as amended.

(f) "Explicitly Authorized" means, with respect to gaming activities and bet amounts, those gaming activities and bet amounts that are identical to the activities and bet amounts that are authorized in the State of Colorado.

(g) "Gaming Device" or "Gaming Equipment" means any equipment or mechanical, electromechanical, or electronic contrivance, component, or machine used remotely or directly in connection with gaming or any game. The term includes a system for processing information which can alter the normal criteria of random selection which affects the operation of any game, or which determines the outcome of a game. The term includes a slot machine, blackjack table, and the cards used to play blackjack.

(h) "Gaming Employee" means any person employed by the Tribe or a Gaming Operation on the Reservation to work directly with gaming, which person shall be twenty-one years of age or older. Gaming Employees shall include, but shall not be limited to, the following: dealers; change and counting room personnel; cashiers; floormen; cage personnel; slot machine repairmen or mechanics; persons who accept or transport revenue from a slot machine or from a blackjack table drop or dropbox; security personnel; shift or pit bosses; floor managers; supervisors; slot machine and slot booth personnel; any person involved in the handling, counting, collecting, or exchanging of money, property, checks, credit or any representative of value, including any coin, token, chip, cash premium, merchandise, redeemable game credits, or any other thing of value or payoff from any game, any gaming, or any gaming device; and such other persons as the Tribal Gaming Agency shall by rule or regulation determine.

(i) "Gaming Facility" means the buildings, rooms or areas in which Tribal Gaming is conducted.

(j) "Gaming Operation" means any enterprise operated on the Reservation for the conduct of any form of Tribal Gaming.

(k) "Gaming Services" means the providing of any goods or services to be used directly in connection with the operation of Tribal Gaming, including equipment, maintenance or security services.

(l) "Licensee" means any person licensed pursuant to this Compact.

(m) "Local Law Enforcement Agency" means any federal, state or tribal law enforcement agency in the immediate vicinity of the Gaming Operation and which has jurisdiction to enforce federal, state or tribal laws within the Reservation, or is subject to the terms of a cross-deputization agreement.

(n) "Management Company" means any person that has entered into, or proposes to enter into, a management contract with the Tribe for the operation and management of some or all Tribal Gaming.

(o) "Net Revenues" means the same as the term is defined in the Act.

(p) "Party" or "Parties" means the Southern Ute Indian Tribe or the State.

(q) "Person" means an individual, partnership, business trust, government or governmental subdivision or agency, estate, association, trust, for profit corporation, nonprofit corporation, organization, or any other legal entity or a manager, agent, servant, officer or employee thereof.

(r) "Principal," with respect to any Gaming Operation, means: (i) each of its officers and directors; (ii) each of its principal employees, including any chief executive officer, chief financial officer, chief-operating-officer, or general manager; (iii) each of its owners or partners if an unincorporated business; (iv) each of its shareholders who owns five percent or more of the shares of the corporation if a corporation; and (v) each person other than a banking institution who has provided financing for the enterprise constituting five percent or more of the total financing of the enterprise.

(s) "Reservation" means the "Indian lands," as that term is defined in the Act, of the Southern Ute Indian Tribe within the State of Colorado. The boundaries of the Southern Ute Indian Reservation, as shown on the Map attached as Appendix A, are defined at Public Law 98-290.

(t) "Secretary" means the Secretary of the United States Department of the Interior or his authorized representative.

(u) "State" means the State of Colorado, its authorized officials, agents and representatives.

(v) "State Gaming Agency" means the Colorado Limited Gaming Control Commission or the Colorado Division of Gaming or their successor agencies.

(w) "Tribal Gaming" means any gaming that is conducted on the Reservation pursuant to this Compact.

(x) "Tribal Gaming Agency" means the Southern Ute Indian Tribal Gaming Commission, the Southern Ute Division of Gaming or such other agency of the Tribe as the Tribe

may from time to time designate by written notice to the State as the tribal agency responsible for regulatory oversight of Tribal Gaming.

(y) "Tribal Gaming License" means any License issued by the Tribe in accordance with this Compact, or in accordance with tribal gaming codes or regulations.

(z) "Tribal Law Enforcement Agency" means the Southern Ute Police Department, established and maintained by the Tribe pursuant to the Tribe's powers of self-government to carry out law enforcement within the Reservation.

(aa) "Tribe" means the Southern Ute Indian Tribe, its authorized officials, agents and representatives.

(bb) "Tribe's Building Official" means the person designated by the Tribe to enforce building ordinances.

(cc) "Tribe's Fire Official" means the person designated by the Tribe to enforce fire safety ordinances.

SECTION 3. NATURE AND SCOPE OF CLASS III GAMING.

(a) Types of Games and Wagering Limitations. Subject to Section 11, the Tribe may conduct any or all Class III Games that are Explicitly Authorized by the laws of the State, each game having a maximum single bet as Explicitly Authorized by State law. For purposes of this Section, Class III Games that are Explicitly Authorized by the State include slot machines, the card game of blackjack, racing, off-track betting, keno and lottery, as well as any and all Class III Games that, subsequent to the effective date of this Compact, are Explicitly Authorized by the laws of the State. Notwithstanding any of the above provisions, prior to engaging in racing, off-track betting, keno, or lottery, the Tribe shall notify the State of its intent to do so and shall

submit a description of the gaming activity contemplated, together with pertinent proposed regulations and rules, to the State for comment. In the event that a disagreement arises between the Tribe and the State concerning the conduct and regulation of the proposed gaming activity, the Tribe and the State shall meet and in good faith try to resolve their differences. If unsuccessful, the matter shall be subject to the resolution procedures outlined in Section 15(d) of this Compact.

(b) Operation as Part of a Network. At the option of the Tribe and upon notice to the State, Tribal Gaming may be conducted as part of a network with the Ute Mountain Ute Indian Tribe and with state-licensed gaming facilities within the State of Colorado, with an aggregate prize or prizes; provided that:

(i) The network operates by the use of an electronic game of chance capable of bidirectional communication with external associated equipment which utilizes communication protocol which ensures that erroneous data or signals will not adversely affect the operation of the game; and

(ii) The Tribe secures an agreement with the State licensed gaming network provider for participation with state-licensed gaming facilities; and

(iii) The State Gaming Agency assures adequate testing and verification of the operations of any said network pursuant to mutually agreed upon standards set forth in State law and Tribal law.

(c) Authorized Gaming Facilities and Devices. The Tribe may establish one or more Gaming Facilities on the Reservation. The size of Gaming Facilities shall be determined

by the Tribe, in its sole discretion. The number of Gaming Devices located in each Gaming Facility shall be determined by the Tribe, in its sole discretion.

(d) Forms of Payment. All payment for wagers made in Tribal Gaming, including the purchase of chips and tokens, for use in wagering, shall be made by cash, check or traveler's check. The Gaming Operation shall not extend credit.

(e) Gaming Facility Safety Conditions. Gaming Facilities shall meet safety standards and conditions for the protection of life and property as determined by the Tribe's Fire Official and the Tribe's Building Official. In making such determinations, the following codes are hereby adopted by the Tribe as minimum safety standards for Gaming Facilities:

(i) The Uniform Building Code, 1988 edition; and

(ii) The Uniform Fire Code, 1988 edition; or

(iii) Later official editions of the above Codes that may be adopted by the Tribal Council.

(f) Hours of Operation. The hours of operation for Gaming Facilities shall be determined by the Tribe, in its sole discretion, provided that adequate time shall be available for the State to conduct investigations of Tribal Gaming as provided in this Compact.

(i) Prohibited Activities. Any Class III gaming activity not authorized in Section 3(a) of this Compact is prohibited.

(j) Prohibition on Minors. No person under the age of twenty-one shall participate in any Gaming Operation, or be allowed in any area of a Gaming Facility where Class III Gaming is taking place, except for purposes of ingress or egress.

(k) Prohibition on Firearms. The possession of firearms by any person within a Gaming Facility shall be strictly prohibited; provided, however, this prohibition shall not apply to certified peace officers employed by a Local Law Enforcement Agency, to State or Tribal Gaming Agency investigators, to casino security officers providing security at a Gaming Facility, or to armored car service personnel.

SECTION 4. ENFORCEMENT OF CRIMINAL GAMING LAWS.

(a) Law Enforcement. The Tribe shall provide law enforcement personnel to deal with gaming related offenses and law enforcement for the Gaming Facility during all operating hours. Such personnel shall be in addition to any county law enforcement services provided pursuant to a law enforcement agreement between the Tribe and the La Plata County Sheriff's Office and security personnel provided by the Gaming Operation. The Tribe and the La Plata County Sheriff shall agree on the terms of such agreement necessary to provide adequate law enforcement. The cost of providing such County law enforcement services shall be borne by the Tribe.

(b) Indians. The Tribe and the federal government shall have exclusive jurisdiction to enforce criminal gaming laws against Indians within the reservation.

(c) Non-Indians.

(i) Applicable Laws. All State criminal laws and such laws as hereafter amended pertaining to the licensing, regulation or prohibition of gaming and gambling, including the sanctions associated with such laws, are adopted and incorporated herein by reference. Any references in such laws to Teller or Gilpin Counties shall be deemed to apply to Indian gaming in La Plata and Archuleta Counties. A violation of

such State laws shall be punishable both as a State offense and as a Federal offense to the extent permitted by Federal law. A suspect charged with violation of such laws may be tried in either State or Federal court, depending upon the nature of the offense; whether the victim is a non-Indian or an Indian or the Tribe itself; and other relevant jurisdictional factors. If tried in Federal court and convicted, such suspect shall be guilty of a like offense and subject to a like punishment as if tried in State court. Such laws shall apply on Indian lands in the same manner and to the same extent with respect to non-Indians as such laws apply elsewhere in the State.

(ii) Jurisdiction. The State acknowledges that the United States has primary responsibility under 18 U.S.C. § 1166 for the enforcement of State gambling laws made applicable under Section 4(c)(i) of this Compact as they pertain to offenses committed by non-Indians. The State further acknowledges that the Tribe has been enforcing State gambling laws, made applicable under this Compact, on Indian lands through the use of Federal and State commissions and that such enforcement has been adequate. However, the Parties recognize that the Tribe's enforcement capabilities could change in the future depending upon the composition of the tribal government, the Southern Ute Division of Gaming, the overall integrity of the regulatory structure of Tribal Gaming and available federal resources. Therefore, in order to preclude the possibility of a jurisdictional void in enforcing State gambling laws made applicable under this Compact, the Tribe consents to the transfer to the State of Federal criminal jurisdiction over non-Indians with respect to gambling on Indian lands, pursuant to 18 U.S.C. 1166(d), upon notice from the State under Section 16 of this Compact that existing

law enforcement is inadequate or lack of regulatory enforcement by the Southern Ute Division of Gaming requires State enforcement of gaming laws against non-Indians. Such notice shall include a statement of the underlying facts which demonstrate inadequate enforcement of gaming laws or regulations.

Upon such a transfer being effected, it is the intent of the parties that the United States and the State shall have concurrent jurisdiction to the extent permitted by Federal law over criminal prosecutions of non-Indians for such gaming offenses. For purposes of Federal prosecution, non-Indians who are guilty of any act or omission that would constitute a violation of such State laws shall be deemed to have been engaged in "gambling" rather than "Class III gaming" pursuant to 18 U.S.C. 1166.

Jurisdiction shall remain transferred as provided for in this Section until relinquished by the State, either upon the State's own initiative or pursuant to a request from the Tribe. The Tribe's request that the State relinquish jurisdiction shall demonstrate that the situation identified in the State's notice has been adequately addressed. Upon receipt of such request, the State shall, by notice under Section 16, relinquish such concurrent jurisdiction, unless the State does not agree that the situation identified in its notice has been adequately addressed, in which case the Parties shall negotiate to resolve the issue under Section 15(d). Any relinquishment of State concurrent jurisdiction shall result in a return to exclusive Federal jurisdiction under 18 U.S.C. § 1166, subject to the State's continuing right to require a consent to transfer should circumstances so require.

Nothing in this Section shall affect the respective jurisdictions of the Tribe and the State as set forth in P.L. 98-290.

(iii) Costs of Incarceration and Prosecution. Non-Indians arrested for violations of State law shall be transported to the La Plata County jail. When a non-Indian is prosecuted pursuant to this Section by the Sixth Judicial District Attorney or his designee, the Tribe shall reimburse La Plata County for 50% of the expenses of the incarceration and prosecution of such suspect. The Tribe shall also reimburse the County for 50% of the expenses for the incarceration and prosecution of non-Indians who are casino patrons and who are arrested for or convicted of non-gaming crimes committed against non-Indians in the Gaming Facility, the parking lot or appurtenant areas. This allocation of costs, as well as any increased costs to the State court system, shall be subject to renegotiation pursuant to Section 15(e) of this Compact concerning economic and social impacts associated with Tribal Gaming. Should construction of additional county jail facilities become necessary as a result of incarceration of non-Indians arrested, prosecuted, or convicted by the State due to Tribal Gaming, the Parties agree to negotiate, taking into account the economic and social impacts associated with Tribal Gaming, so that an equitable share of such construction cost may be allocated to the Tribe.

(iv) Disposition of Suspects. When a tribal peace officer has detained a non-Indian suspect, custody of such suspect shall be transferred to the appropriate Local Law Enforcement Agency as soon as reasonably possible. When a non-tribal local law enforcement officer has detained an Indian suspect, custody of such suspect shall be transferred to tribal authorities as soon as reasonably possible.

(v) Procedures for Processing Suspects. The Tribe shall consult and cooperate with representatives from local, State and Federal agencies in order to develop guidelines and procedures for such matters as the detention, arrest, transfer of custody, incarceration and prosecution of non-Indian suspects.

(d) Jurisdiction. Except as expressly provided herein, the Tribe reserves all jurisdiction over Tribal Gaming. The provisions of this Section 4 of this Compact shall not alter the jurisdiction of the Tribe, the United States, the State or local law enforcement agencies, except as such jurisdiction pertains to violations or suspected violations of criminal gaming laws and except as necessary to implement the provisions of this Section 4 of this Compact. Local law enforcement officials shall have access to the Gaming Facility for the purpose of carrying out their responsibilities pursuant to this Section 4 of this Compact.

(e) Amendment of Jurisdictional Provisions. The Parties shall meet to discuss the implementation of the provisions of this Section 4 of this Compact and to negotiate any necessary or mutually beneficial changes to such provisions, which issues shall be appropriate subjects for discussion at the meetings held pursuant to Section 7(g) of this Compact. The State recognizes that the Tribe prefers that the United States have exclusive jurisdiction over criminal matters; the State shall support an amendment to this Section 4 of this Compact that accomplishes such exclusive jurisdiction if in the State's judgment that amendment assures adequate law enforcement. No renegotiation of this Compact, or transfer of jurisdiction under Section 4(c)(2), shall be deemed to affect any on-going criminal prosecution.

(f) Other Federal Criminal Law. Nothing contained in this Section 4 of this Compact or elsewhere in this Compact shall alter or in any way diminish the authority of the

United States to act pursuant to the provisions of 18 U.S.C. §§ 1163, 1167 or 1168, or any other law.

(g) Gaming Facilities - Archuleta County. If any Tribal Gaming Facility is located in or adjacent to Archuleta County, the provisions of this Section 4 of this Compact related to La Plata County shall apply equally to Archuleta County.

SECTION 5. LICENSING.

(a) Licensing Authority. The Tribe shall have the exclusive licensing authority with respect to Tribal Gaming.

(b) Tribal Licensing. Subject to Section 6(m) (Temporary Licensing) of this Compact, the following shall be licensed by the Tribe prior to the commencement of operations or employment, or prior to the conduct of business and annually thereafter; provided, however, the Tribe, wholly owned enterprises of the Tribe and members of the Tribe are hereby expressly excluded from the operation of this Section and Section 6 of this Compact:

(i) Each Gaming Operation and Gaming Facility;

(ii) Every Gaming Employee;

(iii) Any Management Company, including its Principals, engaged by the Tribe to assist in the management or operation of a Gaming Operation or Gaming Facility;

(iv) Each manufacturer or supplier of Gaming Services.

(v) Any other person required to be licensed pursuant to the Act or State law governing gaming.

(c) Licensing Requirements. The Tribe shall not issue or renew a Tribal Gaming License, other than a support License, unless (i) the Tribe has received a report from the State Gaming Agency stating that the Applicant would be qualified to receive a similar License from the State, or (ii) the Applicant currently holds a valid State License that is similar to the type of License being applied for from the Tribe, or (iii) there is substantial evidence that the reasons for an adverse report from the State are erroneous. If the Tribe has received a report from the State Gaming Agency stating that the Applicant would be qualified to receive a License from the State had the application been for a gaming License for the same or similar activity within the jurisdiction of the State, but for a conflict of interest, or other operation of law which, in the State's judgment, may not affect Tribal Gaming operations, and therefore, the State Gaming Agency would recommend neither approval nor denial of a Tribal License to Applicant, the Tribe may issue or renew said Tribal Gaming License at its discretion. The Tribe has adopted requirements, in addition to those provided in this Compact, concerning eligibility for Tribal Gaming Licenses and licensing procedures, which requirements have been incorporated into the Code and have been reviewed and approved by the State. The Tribe shall submit any amendments to these licensing requirements to the State for comment and approval prior to implementation.

SECTION 6. LICENSING PROCEDURES.

(a) Procedures for Tribal Support License Applications. Each Applicant for a Tribal Support License shall submit a completed application to the Tribal Gaming Agency. The application shall be in a form that is similar to that used by the State in licensing Applicants within its jurisdiction.

(b) Background Investigations by the Tribe. The Tribal Gaming Agency will complete a background investigation following the procedures outlined in the Tribal Gaming Code within 60 days following receipt of the completed application and fee. The background investigation conducted by the Tribe will meet or exceed the State's requirements for background investigations of Applicants for State support Licenses.

(i) The Tribal Gaming Agency will generate an investigative report detailing the steps of the investigation, the results of each step and any other pertinent information concerning the Applicant. The Tribal Gaming Agency will forward a copy of the report and investigation to the State Gaming Agency upon written request of the director of the State Gaming Agency. Such written request may be either general or specific in nature, may be amended in writing, and may operate as a continuing request.

(ii) If the State Gaming Agency has not notified the Tribal Gaming Agency of an objection to licensing the Applicant within 30 days of receipt of the report and investigation, the Tribal Gaming Agency may issue a Tribal Support License to the Applicant.

(iii) If the State Gaming Agency notifies the Tribal Gaming Agency that it objects to the licensing of an Applicant, the State Gaming Agency shall issue a report stating that the Applicant would not be qualified for a similar State License and a detailed statement of the reasons therefor. Upon receipt of the State report, the Tribal Gaming Agency would not license the Applicant unless there was substantial evidence that the reasons contained in the adverse report from the State were erroneous.

(c) Procedures for Applications Other Than for Support Licenses. Each Applicant for a Tribal Gaming License shall submit a completed application to the Tribal Gaming Agency. The application shall be in a form that is similar to that used by the State in licensing Applicants within its jurisdiction. Each completed Tribal License application shall be accompanied by the Applicant's fingerprint card(s), two current photographs, and the fee required by the Tribal Gaming Agency. Upon receipt of a completed application and the required fee for Tribal licensing, the Tribal Gaming Agency shall forward a copy of the application, together with the fee required by the State, to the State Gaming Agency for the performance of a background investigation and criminal records check.

(d) Background Investigations by the State. Upon receipt of a completed application and the required fee, the State Gaming Agency shall conduct a background investigation and criminal records check on the Applicant. At any time the State may require such further information from the Applicant as the State deems necessary to complete the background investigation. The State Gaming Agency shall furnish a preliminary report on the Applicant to the Tribal Gaming Agency within sixty (60) days following receipt of the application and fee, or a final report if feasible within this time frame. The final report shall contain a statement that (1) the Applicant would be qualified to receive a License from the State had the application been for a gaming License for the same or similar activity within the jurisdiction of the State and, therefore, the State Gaming Agency would recommend the Tribe should consider granting Applicant a Tribal License, or (2) the Applicant would be qualified to receive a License from the State had the application been for a gaming License for the same or similar activity within the jurisdiction of the State, but for a conflict of interest, or other operation of law

which, in the State's judgment, may not affect Tribal Gaming operations, and therefore, the State Gaming Agency would recommend neither approval nor denial of a Tribal License to Applicant, or (3) the Applicant would not be qualified to receive a License from the State had the application been for a gaming License for the same or a similar activity within the jurisdiction of the State and, therefore, the State Gaming Agency would recommend the Tribe should not consider granting Applicant a Tribal License. Any report containing a statement that the Applicant would not be qualified for a similar State License shall include a detailed statement of the reasons therefor. Upon completion of the necessary background investigation and criminal records check, the Tribal Gaming Agency shall either issue a Tribal Gaming License to the Applicant, or deny the application. If the application for licensing is denied, a statement setting forth the grounds for denial shall be forwarded to the Applicant with a copy forwarded to the State Gaming Agency.

(e) Grounds for Revocation, Suspension or Denial of Tribal License. The Tribal Gaming Agency may revoke, suspend or deny a Tribal Gaming License for any reason or reasons it deems to be in the public interest. These reasons shall include but not be limited to when an Applicant:

(i) Has violated the laws concerning gaming of any state or the Tribe, or has occupied or operated or had substantial control over a premises where a violation of the laws concerning gaming of any state or the Tribe has occurred;

(ii) Has knowingly caused, aided, abetted, or conspired with another to cause any person to violate any of the laws concerning gaming of any state or of the Tribe;

(iii) Has obtained a License related to gaming from any state or Tribe by fraud, misrepresentation, concealment or through the state or Tribe's inadvertence or mistake;

(iv) Has had a state or Tribal License revoked or denied during the preceding twelve months;

(v) Has been convicted of any of the following: a gaming-related felony; a felony involving fraud, misrepresentation or theft by deception; any felony within ten years prior to the date of the application; a gaming-related misdemeanor offense within ten years prior to the date of the application; any misdemeanor involving fraud, misrepresentation or theft by deception within ten years prior to the date of the application;

(vi) Has been the subject of a report stating that he would not be qualified to receive a License or renewal from the State had the application been for a gaming License for the same or similar activity within the jurisdiction of the State;

(vii) Has failed to provide any information requested by the Tribal Gaming Agency or the State Gaming Agency within 30 days of the request for the information.

(f) Right to Hearing for Revocation, Suspension or Denial of Tribal Licensing. Any Licensee or Applicant for a Tribal Gaming License shall be entitled to a full hearing on any action by the Tribal Gaming Agency which may result in the revocation, suspension or denial of a Tribal Gaming License. The hearing will be conducted in accordance with the Code and other relevant tribal law.

(g) Denial, Suspension or Revocation of Tribal Licenses. The denial, suspension or revocation of any Tribal Gaming License by the Tribal Gaming Agency shall be in accordance with the Code and other relevant Tribal law.

(h) Duration and Renewal of Tribal Licenses. Any Tribal Gaming License shall be effective for one year from the date of issuance; provided, however, that a Licensee that has applied for renewal may continue to be employed under the expired License until final action is taken on the renewal application by the Tribal Gaming Agency. Applicants for renewal of Licenses shall provide updated material as requested, on the appropriate renewal forms, but shall not be required to re-submit historical data already available to the Tribal Gaming Agency.

(i) Upon receipt of a completed key license application and the required fee for renewal, the Tribal Gaming Agency shall forward a copy of the key license application, together with the fee required by the State, to the State Gaming Agency for the performance of an updated key license background investigation and criminal records check. The State Gaming Agency shall furnish a report to the Tribal Gaming Agency which contains a statement that the Key Licensee would be qualified or would not be qualified for License renewal by the State.

(ii) The Tribal Gaming Agency shall perform updated support license background investigation and criminal records check for all Tribal Support License renewal applications, following procedures outlined in the Tribal Gaming Code. The renewal background investigation conducted by the Tribe will meet or exceed the State's requirements for background investigations of renewal applicants for State support

Licenses. The Tribal Gaming Agency shall process the renewal background investigation in accordance with Section 6(b) of this Compact.

(i) Identification Cards. The Tribal Gaming Agency shall require all Gaming Employees to wear identification cards issued by the Tribal Gaming Agency, which cards shall include a photo, a first name, an identification number, a tribal seal or signature, and a date of expiration.

(j) Exchange of Licensing Information. In an effort to ensure a qualified work force in all areas of gaming, upon completion of any administrative action against a Tribal Licensee or State Licensee, the final disposition shall be provided to both the Tribal Gaming Agency and the State Gaming Agency and maintained as part of both agencies' permanent licensing records.

(k) Fees for State Background Investigation. The fees for State background investigations shall be not more than those assessed Applicants for a gaming License from the State for the same or similar activity within the jurisdiction of the State. Payment in full to the State Gaming Agency will be required prior to the issuance of a final favorable report by the State.

(l) Fees for Tribal License. The fees for all Tribal Gaming Licenses shall be set by the Tribal Gaming Agency.

(m) Temporary Licensing. The Tribe may in its sole discretion issue a temporary License, for up to ninety (90) days, to any Applicant; provided that the Tribal Gaming Agency has conducted a preliminary background investigation equivalent to that required for the issuance of a State Support License. A temporary License may only be issued where the Tribe

is satisfied that the investigation of the Applicant conducted thus far, and the application in its entirety, indicate that the Applicant: meets all the requirements of Section 5(c) of this Compact; meets all the additional requirements adopted by the Tribe concerning eligibility for Tribal Gaming Licenses; does not present any danger to the public or to the reputation of Tribal gaming; further investigation most likely will not uncover any derogatory information about the Applicant; and issuance of a temporary License is of economic necessity and is just under the circumstances. Any Applicant who has a similar current valid license issued by the State Gaming Agency may be immediately issued a temporary Tribal Gaming License by the Tribal Gaming Agency pending completion of the necessary background investigation. The Tribal Gaming Agency shall notify the State upon issuance of a temporary license and shall forward the Tribal Investigative Report to the State Gaming Agency. The temporary Tribal Gaming License shall become void and be of no effect upon either the issuance of a Tribal Gaming License or upon notice of application denial, in accordance with the provisions of this Compact.

(n) Summary Suspension of Tribal License. The Tribal Gaming Agency, pursuant to the laws of the Tribe, may summarily suspend any Tribal Gaming License if the continued licensing of a person or Party constitutes a threat to the public health, safety or welfare.

SECTION 7. TRIBAL ENFORCEMENT OF COMPACT PROVISIONS.

(a) Tribal Gaming Agency. The responsibility for the on-site regulation, control and security of Gaming Operations, and for the enforcement of this Compact within the Reservation, shall be that of the Tribal Gaming Agency. The Tribal Gaming Agency shall assure that an adequate department of security exists within each gaming operation. The department

of security shall perform the following functions, either independently of or in conjunction with the Tribal Gaming Agency and/or tribal law enforcement:

(i) the enforcement of all relevant laws;

(ii) the physical safety of patrons in Gaming Facilities;

(iii) the physical safety of Gaming Employees;

(iv) the physical safeguarding of assets transported to and from Gaming Facilities and cashier's cage departments;

(v) the protection of the patrons of Tribal Gaming and the Tribe's property from illegal activity;

(vi) the detention of persons who may be involved in illegal acts for the purpose of notifying law enforcement authorities; and

(vii) the recording of any and all unusual occurrences within any Gaming Facility for which the assignment of a security department employee is made. 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 notebook from which pages cannot be removed and each side of each page of which is sequentially numbered:

(A) the assigned number;

(B) the date;

(C) the time;

(D) the nature of the incident;

(E) the name, birth date and social security number of the person involved in the incident; and

(F) the security department employee assigned.

(b) Investigators. The Tribal Division of Gaming shall employ qualified investigators under the authority of the Tribal Gaming Commission. Said investigators shall be independent of any Gaming Operation, and shall be supervised and accountable only to the Tribal Gaming Agency.

(c) Reporting of Violations. A sufficient number of Tribal Gaming Agency investigators and officers of the Gaming Operation's security department shall be on duty and available during all hours of Tribal Gaming operations. They shall have immediate access to any and all areas of the Gaming Operation for the purpose of ensuring compliance with the provisions of this Compact and Tribal Gaming Codes, Ordinances, and regulations, and any violation of the provisions of this Compact, or of Tribal Gaming Codes, Ordinances, or regulations by any person shall be reported immediately to the Tribal Gaming Agency. A copy of the report and investigation shall be forwarded to the State Gaming Agency upon written request of the director of the State Gaming Agency. Such written request may be either general or specific in nature, may be amended in writing, and may operate as a continuing request.

(d) Investigation and Sanctions. The Tribal Gaming Agency shall investigate any reported violation and shall require the Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary. The Tribal Gaming Agency shall be authorized by the Code to impose fines and other sanctions within the jurisdiction of the Tribe upon a Gaming Operation, a Gaming Employee, a Management

Company, or any other person directly or indirectly involved in, or benefiting from a Gaming Operation.

(e) Reporting to State Gaming Agency. The Tribal Gaming Agency shall provide to the State Gaming Agency a copy of a report of any gaming related activity or investigation upon written request of the director of the state Gaming Agency. Such written request may be either general or specific in nature, may be amended in writing, and may operate as a continuing request. Such reports shall include, but not be limited to, a report of any activity, a report of any investigation, a report of the current status of any ongoing investigation, a report of any completed investigation, or a report of any final disposition of investigation.

(f) Investigative Assistance. If requested, the Tribal Gaming Agency, or the State Gaming Agency may assist the other in any investigation and provide other requested services to ensure proper regulation of gaming. To the extent that the State or the Tribe declines a request for assistance, it shall communicate its reasons for declination in writing to the other Party.

(g) Meetings. In an attempt to foster a partnership in the enforcement of the provisions of this Compact, representatives of the State Gaming Agency and the Tribal Gaming Agency shall meet at least two times per year to review past practices and examine methods to improve the regulatory program created by this Compact. The meetings shall take place at a mutually agreed upon location and each Party shall pay its own costs of attendance and participation in the meetings.

SECTION 8. STATE ENFORCEMENT OF COMPACT PROVISIONS.

(a) Monitoring. The State Gaming Agency shall, pursuant to the provisions of this Compact, be allowed to monitor Tribal Gaming to ensure that Gaming Operations are conducted in compliance with the provisions of this Compact. In order to monitor Tribal Gaming, agents of the State Gaming Agency shall have access to all Gaming Equipment, wherever located, and to all areas of Gaming Facilities during operating hours upon giving notice to the Tribal Gaming Agency contemporaneously with the arrival of agents of the State Gaming Agency on the Reservation.

(b) Access to Records. Agents of the State Gaming Agency may review and copy, during normal business hours, all records maintained by any Gaming Operation. Such records and copies thereof shall be deemed confidential and proprietary financial information of the Tribe, and shall be protected from public disclosure without the express written consent of the Tribe. This public disclosure prohibition, however, shall not apply to any evidence or relevant information used in any judicial or administrative proceeding.

(c) Investigations. The State Gaming Agency may conduct such investigations as it deems appropriate to investigate potential violations of this Compact with respect to Tribal Gaming.

(d) Tribal Gaming Agency Notification. At the completion of any inspection or investigation conducted by the State Gaming Agency, copies of the investigative report shall be promptly forwarded to the Tribal Gaming Agency.

SECTION 9. TRIBAL ORDINANCE.

The Tribe shall enact, as part of the ordinances of the Tribe governing Tribal Gaming, all of the provisions of this Compact.

SECTION 10. REGULATION FOR THE OPERATION AND MANAGEMENT OF TRIBAL GAMING.

(a) Adoption of Regulations for Operation and Management. The Tribal Gaming Agency shall adopt regulations to govern the conduct of each Class III Gaming Activity that may be engaged in pursuant to this Compact and that is authorized by the Code, Tribal ordinance or resolution. The regulations shall govern the operation and management of Gaming Operations conducted under the authority of this Compact and shall maintain the integrity of Gaming Operations, the safety of patrons, and shall reduce the dangers of unfair or illegal practices in the conduct of Tribal Gaming. A copy of the initial regulations to govern the conduct of each Class III Gaming Activity that may be engaged in pursuant to this Compact and that is authorized by an ordinance or resolution of the Tribe shall be provided to the State Gaming Agency for comment and approval prior to adoption and implementation of said Class III Gaming activity. The Tribal Gaming Agency shall notify the State Gaming Agency of any intent to revise the standards set forth in the regulations and shall request comments of the State Gaming Agency on such revisions. Upon a notice of disapproval, the State and Tribe shall meet, and in good faith try to resolve the differences. If unsuccessful, the matter shall be subject to resolution pursuant to Section 15(d) (Amendment) of this Compact.

(b) Additional Operational Requirements Applicable to Class III Gaming. The following additional regulations shall apply to Tribal Gaming:

(i) To ensure increased integrity, the Tribe shall maintain either written or computerized records of winnings and losses, copies of which shall be available upon

request for inspection by the State Gaming Agency; a surveillance log recording all surveillance activities in the monitoring room of the Gaming Facilities; a security log recording all unusual occurrences for which the assignment of a Tribal Gaming Agency employee is made; and a cashier's cage log recording all exchanges of gaming chips for cash by persons who cannot reasonably be thought to have been gaming.

(ii) The Tribal Gaming Agency shall establish a list of persons barred from Gaming Facilities because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of Tribal Gaming. The Tribal Gaming Agency shall employ its best efforts to exclude persons on such list as well as any persons on any similar list provided by the State Gaming Agency from entry into Gaming Facilities. The Tribal Gaming Agency and State Gaming Agency shall send notice to each other of any person so excluded within a reasonable time of such action being taken.

(iii) The Tribal Gaming Agency shall require the audit of all Gaming Operations, not less than annually, by an independent certified public accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants. In the event the Tribe enters into a management contract with a management company which has provided or will provide financing to a Gaming Operation, a copy of the annual audit shall be provided to the State Gaming Agency.

(iv) The Tribal Gaming Agency shall notify the State Gaming Agency of the rules of each Class III game operated by the Tribe and of any change in such rules.

Summaries of the rules of each Class III game relevant to the method of play and odds paid to winning bets shall be visibly displayed or available in pamphlet form in each Gaming Facility. Betting limits applicable to any Gaming Station shall be displayed at such Gaming Station. Rules for games identified in Section 3(a) of this Compact shall be based upon such games as commonly practiced in other gaming jurisdictions in the United States with such variations in the manner of wagering or play as the Tribal Gaming Agency may approve, provided that any variations shall not alter the basic nature of the game. The Tribe will provide the State Gaming Agency with ten (10) days' advance notice of the rules of each game and any modification thereof, and will provide adequate notice to patrons of the Gaming operation to advise them of the applicable rules in effect.

(v) There shall be maintained in each Gaming Facility a closed circuit television system in accordance with the requirements set forth in the Code and the Internal Control Minimum Procedures previously submitted to the State. A Gaming Operation shall provide the Tribal Gaming Agency with copies of its floor plan and closed circuit television system and any modifications thereof for review by the Tribal Gaming Agency. If the floor plan or closed circuit television system do not provide unobstructed camera views in accordance with such requirements, the Tribal Gaming Agency shall require modification of such floor plan or closed circuit television system in order to remedy any deficiency.

(vi) Gaming Operations shall adopt regulations and Internal Control Minimum Procedures for maintaining a cashier's cage and shall comply with those

regulations and procedures. The Tribal Gaming Agency shall review cashier's cage security and assure compliance with the regulations and procedures.

(vii) Gaming Operations shall maintain minimum supervisory staffing for each table gaming pit in each Gaming Facility in accordance with the Internal Control Minimum Procedures

SECTION 11. LITIGATION REGARDING TYPES OF GAMES AND BET LIMITS.

(a) Possibility of Litigation. Included in the Colorado Limited Gaming Act of 1991 is § 12-47.2-103(2), C.R.S., which provides:

> It is the intent of the General Assembly that the restrictions set forth in Section 9 of Article XVIII of the State Constitution shall apply to limited gaming activities on tribal lands.

The Tribe and the State agree that Tribal Gaming shall continue to be conducted pursuant to the terms of this Compact, notwithstanding any request for a judicial determination by either Party.

(b) Resolution in Favor of Tribe. In the event there is a non-appealable court determination that the above-cited statute, or parts thereof, is not valid, then the Tribe and the State agree that the Parties will meet to further negotiate on the issue of bet limitations and games pursuant to 25 U.S.C. § 2710(d)(7)(B). Such negotiations shall be subject to the provisions set forth in Section 15(d) (Amendment) of this Compact.

SECTION 12. REMEDIES FOR BREACH OF COMPACT PROVISIONS.

In addition to any remedies provided in the Act, or otherwise available under Federal law, the Tribe and the State shall have the following remedy:

(a) If either Party believes that the other is acting in a manner contrary to any of the provisions of this Compact, the complaining Party shall notify the responding Party in

writing, specifying in detail the conduct complained of. The Parties shall have twenty days from the date of such notice to informally resolve the dispute.

(b) If the dispute is not resolved as provided in subsection (a) of this Section, the complaining Party may invoke arbitration in accordance with the following procedures:

(i) The Parties shall attempt to agree upon one arbitrator with expertise in the subject matter of the dispute;

(ii) If the Parties are unable to agree on an arbitrator, a panel of three arbitrators, with each arbitrator possessing special expertise in matters of Indian gaming law, shall be designated by the American Arbitration Association;

(iii) The arbitrator(s) shall confer with the Parties immediately after appointment to determine an arbitration schedule including whether and to what extent discovery is required. The arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association.

(c) By a majority vote the arbitration panel shall declare the Parties' rights under the terms of this Compact and can enjoin conduct that violates the terms of this Compact. The Parties shall each bear their own costs associated with the arbitration.

(d) The Tribe and the State agree to be bound by the arbitration panel's decision.

SECTION 13. TRIBAL REIMBURSEMENT FOR EXPENSES INCURRED BY THE STATE GAMING AGENCY.

The Tribe shall reimburse the State Gaming Agency for all reasonable expenses incurred by the State Gaming Agency in carrying out its responsibilities as authorized under the provisions of this Compact. Reimbursement shall be made for background investigation costs, monitoring

and investigative costs, network verification and accuracy testing costs, and processing costs. The State shall submit a detailed statement on a quarterly basis to the Tribal Gaming Agency. The Tribe shall reimburse the State Gaming Agency within thirty (30) days after the receipt of the statement of expenses. Except as authorized by this Compact, the State or any of its political subdivisions shall not impose any tax, fee, charge or other assessment upon the Tribe. Nothing in this Section, or this Compact, shall alter or diminish the pre-existing rights of the Parties with respect to the power to tax.

SECTION 14. PUBLIC HEALTH AND SAFETY.

(a) Compliance. The Tribal Gaming Agency shall comply with the following standards with respect to public health and safety:

(i) applicable building and fire codes as provided in Section 3(e) of this Compact: and

(ii) public health standards for food handling that are no less stringent than the State's Uniform Code of Sanitary Rules and Regulations for the preparation, sale and serving of food as contained in § 12-44-204(i)(b), C.R.S., or alternatively, public health standards for food handling that are no less stringent than those of the Indian Health Service that are in effect as of the effective date of this Compact.

(b) Emergency Service Accessibility. The Tribal Gaming Agency shall make provisions for adequate emergency service accessibility.

SECTION 15. AMENDMENTS, DURATION AND EFFECTIVE DATE.

(a) Effective Date. This Compact shall be effective upon ratification by the Tribe and the State and upon publication of notice of approval in the Federal Register, in accordance with 25 U.S.C. § 2710(d)(3)(B).

(b) Voluntary Termination. This Compact shall be in effect until terminated by the written agreement of both Parties. However, should the Tribe wish to eliminate all Class III Gaming Activities on the Reservation, the Tribe may unilaterally terminate this Compact by submitting written notice sixty (60) days prior to the date of termination to the Governor of the State of Colorado and the State Gaming Agency.

(c) Automatic Termination. This Compact may be terminated by a court of competent jurisdiction if the continuation of this Compact would constitute a violation of Federal law.

(d) Amendment. (i) The terms and conditions of this Compact may be amended by written agreement of both Parties, and upon approval by the Secretary. The State or the Tribe may, by notice to the other, request negotiations to amend this Compact. In the event of a request for amendment, this Compact shall remain in effect until amended. If such a request is made by either Party, it shall be treated as a request to negotiate pursuant to the Act, except that both Parties shall be charged with the obligation to negotiate in good faith and the burden of proving that the opposing Party has failed to negotiate in good faith shall be on the Party alleging such failure. The State and the Tribe shall have 180 days to negotiate, and all further procedures and remedies available under the Act shall thereafter apply as specified below. The Parties may agree to extend the 180-day period without prejudice to the rights of either Party under this Section 15 of this Compact.

If the State and the Tribe fail to reach an agreement within the 180-day period, and neither the State nor the Tribe elects to pursue other remedies, then the Tribe and the State shall each submit to a mediator, appointed jointly by the Tribal Chairman and the Governor of the State, or their respective designee, a proposed amendment that represents their last best offer for an amendment or a proposal that no amendment should be made. Taking into account the particularities of the disputed issues, the mediator shall select from the two proposals the one which best comports with the terms of the Act and any other applicable Federal law. The mediator shall advise the State and the Tribe in writing which proposal has been selected. If the State and the Tribe consent to a proposal during the 45-day period beginning on the date on which the mediator advised the State and the Tribe of which proposal was selected, the proposal shall become effective upon approval by the Secretary. If the State and the Tribe do not consent to a proposal during the 45-day period described above, the mediator shall notify the Secretary and the Secretary shall prescribe, in consultation with the Tribe, procedures:

(A) which are consistent with the proposal selected by the mediator, any relevant provisions of the laws of the State, and the provisions of the Act; and

(B) under which Class III Gaming may be conducted on the Reservation.

(ii) The provisions of the above paragraph (i) shall apply to an amendment of the Compact resulting from a resolution of litigation as described in Section 11(b) of this Compact, except that the relevant time limit for negotiating such an amendment prior to submission to a mediator shall be 120 days rather than 180 days.

(e) Economic and Social Impacts. The Parties recognize and acknowledge that Tribal Gaming has an economic and social impact or effect on the cities, towns and counties

surrounding or near the site of such activity. The Parties agree to assess those impacts, on a continuing basis, the costs of such assessment to be borne in a fair and reasonable manner by interested participants, including local communities and agencies. The Parties further agree to negotiate pursuant to Section 15(d) (Amendment) of this Compact appropriate resolutions or remedies based upon identifiable impacts.

SECTION 16. NOTICES.

(a) Methods. Unless otherwise indicated by this Compact or agreed to by the Parties, all notices required or authorized to be served shall be in writing and shall be served by first class mail at the following addresses:

Tribal Chairman
Tribal Affairs Building
Southern Ute Indian Tribe
P. O. Box 737
Ignacio, CO 81137

Governor
State of Colorado
State Capitol
Denver, CO 80202

Copies to:

Southern Ute Division of Gaming
P. O. Box 737
Ignacio, CO 81137

Division of Gaming
State of Colorado
720 So. Colorado Blvd, Suite 540-S
Denver, CO 80222

Maynes, Bradford, Shipps & Sheftel
P. O. Box 2717
Durango, CO 81302

(b) Copies. A copy of any notice to the Governor shall be sent simultaneously to the State Gaming Agency. Copies of any notice to the Tribe shall be sent simultaneously to the Southern Ute Division of Gaming and Maynes, Bradford, Shipps & Sheftel.

(c) Effectiveness. All notices served pursuant to this Section shall be effective upon receipt.

SECTION 17. SEVERABILITY.

In the event that any section or provision of this Compact is held invalid, or its application to any particular activity is held invalid, it is the intent of the Parties that the remaining sections or provisions of this Compact and the remaining applications of such section or provision shall continue in full force and effect.

SECTION 18. TRAINING OF TRIBAL GAMING AGENTS.

The State may notify the Tribal Gaming Agency of, and make available to agents of the Tribal Gaming Agency, all training programs, seminars or classes that are available or required of agents of the State Gaming Agency. The cost for participation by agents of the Tribal Gaming Agency in such training shall be the responsibility of the Tribe.

STATE OF COLORADO

By: _____
Roy Romer, Governor

SOUTHERN UTE INDIAN TRIBE

By: _____
Leonard C. Burch, Chairman
Southern Ute Indian Tribal Council

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Consistent with 25 U.S.C.A. Sec. 2710 (d)(8), the Amended Southern Ute Indian Tribe - State of Colorado Gaming Compact is approved on the 10th day of August, 1995, by the Assistant Secretary - Indian Affairs, United States Department of the Interior.

_____
Ada E. Deer
Assistant Secretary - Indian Affairs

APPENDIX B

GAMING REGULATIONS

CHAPTER ONE
GENERAL REGULATIONS

1. General Policy. All gaming activities conducted by, for or on behalf of the Kickapoo Nation (the "Tribe") shall be operated in a manner suitable to protect the public health, safety, morals, good order and general welfare of the Tribe and the general public.

2. Activities Prohibited. The following activities are expressly prohibited:

2.1 Permitting persons who are visibly intoxicated to participate in gaming activity.

2.2 Possessing, using or permitting to remain in or upon the casino premises any gambling equipment, which equipment (primarily, but not limited to, cards or dice), either knowingly or unknowingly may have in any manner been marked, tampered with or otherwise placed in a condition or operated in a manner which might make the game more liable to win or lose.

2.3 Knowingly permitting any cheating whatsoever.

2.4 Knowingly possessing, using or permitting to remain in or upon any licensed premises any cheating device whatever; or conducting, carrying on, operating or dealing any cheating or thieving game or device on the premises.

2.5 Knowingly possessing, using, or permitting to remain in or upon any licensed premises any gambling device which tends to alter the normal random selection of criteria which determined the results of the game, or deceives the public in any way.

2.6 Failure to conduct gaming operations in accordance with proper standards of custom, decorum and decency, or knowingly permitting any type of conduct which reflects negatively on the repute of the Tribe or acts as a detriment to the gaming industry.

3. Gaming Aids Prohibited. No person shall use, or possess with the intent to use, any calculator, computer or other electronic, electrical or mechanical device at any table game that:

3.1 Assists in projecting the outcome of a game, or

3.2 Keeps track of cards that have been dealt, or

3.3 Keeps track of changing probabilities, or

3.4 Keeps track of playing strategies being utilized.

CHAPTER TWO
CRAPS

1. Definitions. The following words and terms, when used in this subchapter, shall have the following meaning unless the context clearly indicates otherwise.

1 Come Out Point. "Come out point" shall mean a total of 4, 5, 6, 8, 9 or 10 thrown by the shooter on the come out roll.

2 Come Out Roll. "Come out roll" shall mean the first roll of the dice at the opening of the game and the first roll of the dice after a decision with respect to Pass Bet and Don't Pass Bet has been effected.

3 Come Point. "Come point" shall mean a total of 4, 5, 6, 8, 9 or 10 thrown by the shooter on the next roll following placement of a Come Bet or Don't Come Bet.

2. Permissible Wagers. The following shall constitute the definitions of permissible wagers at the game of craps:

1 Pass Bet. "Pass Bet" shall mean a wager placed on the Pass Line of the layout immediately prior to the come out roll. The Pass Bet shall win if, on the come out roll:

(A) A total of 7 or 11 is thrown; or

(B) A total of 4, 5, 6, 8, 9 or 10 is thrown and that total is again thrown before a 7 appears.

(C) The Pass Bet shall lose if, on the Come Out Roll:

(1) A total of 2, 3, or 12 is thrown; or

(2) A total of 4, 5, 6, 8, 9 or 10 is thrown and a 7 subsequently appears before that total is again thrown.

2 Don't Pass Bet. "Don't Pass Bet" shall mean a wager placed on the Don't Pass Line of the layout immediately prior to the come out roll. The Don't Pass Bet shall win if, on the come out roll:

(A) A total of 2 or 3 is thrown; or

(B) A total of 4, 5, 6, 8, 9 or 10 is thrown and a 7 subsequently appears before that total is again thrown.

(C) The Don't Pass Bet shall lose if, on the come out roll:

(1) A total of 7 or 11 is thrown; or

(2) A total of 4, 5, 6, 8, 9 or 10 is thrown and that total is again thrown before a 7 appears.

(D) The Don't Pass Bet shall be void if, on the come out roll, a total of 12 is thrown.

3 Come Bet. "Come Bet" shall mean a wager placed on the Come Line of the layout at any time after the come out roll. The Come Bet shall win if, on the roll immediately following
placement of such bet:

(A) A total of 7 or 11 is thrown; or

(B) A total of 4, 5, 6, 8, 9 or 10 is thrown and that total is again thrown before a 7 appears.

(C) The Come Bet shall lose if, on the roll immediately following placement of such bet:

(1) A total of 2, 3 or 12 is thrown; or

(2) A total of 4, 5, 6, 8, 9 or 10 is thrown and a 7 subsequently appears before that total is again thrown.

4 Don't Come Bet. "Don't Come Bet" shall mean a wager placed on the Don't Come area of the layout at any time after the come out roll. The Don't Come Bet shall win if, on the roll immediately following placement of such bet:

(A) A total of 2 or 3 is thrown; or

(B) A total of 4, 5, 6, 8, 9 or 10 is thrown and a 7 subsequently appears before that total is again thrown.

(C) The Don't Come Bet shall lose if, on the roll immediately following placement of such bet:

(1) A total of 7 or 11 is thrown; or

(2) A total of 4, 5, 6, 8, 9 or 10 is thrown and that total is again

thrown before a 7 appears.

(D) The Don't Come Bet shall be void if, on the roll immediately following placement of such bet, a total of 12 is thrown.

5 Place Bet to Win. "Place Bet to Win" shall mean a wager that may be made at any time on any of the numbers 4, 5, 6, 8, 9 or 10 which shall win if the number on which the wager was placed is thrown before a 7 and shall lose if a 7 is thrown before such number. All place bets shall be inactive on any come out roll unless called "on" by the player and confirmed by the dealer through placement of an "on" marker button on top of such player's wager.

6 Place Bet to Lose. "Place Bet to Lose" shall mean a wager that may be made at any time against any of the numbers 4, 5, 6, 8, 9 or 10 which shall win if a 7 is thrown before the particular number against which the wager is placed and shall lose if the particular number against which the wager is placed is thrown before a 7 appears.

7 Four the Hardway. "Four the Hardway" shall mean a wager, that may be made at any time, which shall win if a total of 4 is thrown the hardway (i.e., with 2 appearing on each die) before 4 is thrown in any other way and before a 7 is thrown.

8 Six the Hardway. "Six the Hardway" shall mean a wager, that may be made at any time, which shall win if a total of 6 is thrown the hardway (i.e., with 3 appearing on each die) before 6 is thrown in any other way and before a 7 is thrown.

9 Eight the Hardway. "Eight the Hardway" shall mean a wager, that may be made at any time, which shall win if a total of 8 is thrown the hardway (i.e., with 4 appearing on each die) before 8 is thrown in any other way and before a 7 is thrown.

10 Ten the Hardway. "Ten the Hardway" shall mean a wager, that may be made at any time, which shall win if a total of 10 is thrown the hardway (i.e., with 5 appearing on each die before 10 is thrown in any other way and before a 7 is thrown.

11 Field Bet. "Field Bet" shall mean a one roll wager that may be made at any time which shall win if any one of the totals 2, 3, 4, 9, 10, 11 or 12 is thrown on the roll immediately following placement of such bet and shall lose if a total of 5, 6, 7, or 8 is thrown on such roll.

12 Any Seven. "Any Seven" shall mean a one roll wager that may be made at any time which shall win if a total of 7 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

13 Any Craps. "Any Craps" shall mean a one roll wager that may be made at

any time which shall win if a total of 2, 3 or 12 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

14 Craps Two. "Craps Two" shall mean a one roll wager that may be made at any time which shall win if a total of 2 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

15 Craps Three. "Craps Three" shall mean a one roll wager that may be made at any time which shall win if a total of 3 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

16 Craps Twelve. "Craps Twelve" shall mean a one roll wager that may be made at any time which shall win if a total of 12 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

17 Eleven in One Roll. "Eleven in One Roll" shall mean a one roll wager that may be made at any time which shall win if a total of 11 is thrown on the next roll and shall lose if any other total is thrown.

18 Horn Bet. "Horn Bet" shall mean a one roll wager that may be made at any time which shall win if any one of the totals 2, 3, 11 or 12 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

19 Horn High Bet. "Horn High Bet" shall mean a wager that may be made at any time which shall win if any one of the totals 2, 3, 11 or 12 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown. A horn high bet shall be placed in units of five with four units wagered as a Horn Bet and an additional unit wagered on one of the totals 2, 3, 11 or 12. A casino that does not have a designated area on its layout for the acceptance of a Horn High Bet shall break down the wager into two separate wagers on the "horn" and one of the totals 2, 3, 11 or 12.

Only, the wagers listed in Section 2 and the supplemental wagers provided for in Section 6 shall be permissible at the game of craps.

3. Making and Removal of Wagers.

1 Wagers should be made before the dice are thrown but may be made between the time the dice leave the shooter's hand and the time the dice come to rest provided that they are confirmed orally by the dealer and a boxman.

2 All wagers at craps shall be made by placing gaming chips or plaques on the appropriate areas of the craps layout except that verbal wages accompanied by cash flat on the table may be accepted provided that they are confirmed by the dealer and that such

cash is expeditiously converted into gaming chips or plaques.

3 A wager made on any bet may be removed or reduced at any time prior to a roll that decides the outcome of such wager expect that a Pass Bet and a Come Bet shall not be removed or reduced after a come out point or come point is established with respect to such bet.

4 A Don't Come Bet and a Don't Pass Bet may be removed or reduced at any time but may not be replaced or increased after such removal or reduction until a new come out roll.

5 All buy and place to win bets, come odds, and hardways shall be inactive on any come out roll unless called "On" by the player and confirmed by the dealer through placement of an "On" marker button on the top of each player's wager. All other wagers shall be considered "On".

6 The minimum and maximum wagers to be permitted at each craps table in the casino shall be and remain conspicuously posted on a sign at each table.

4. Payout Odds.

1 All odds stated on any layout or in any brochure or other publication distributed by the casino shall be stated through use of the word "to" and no odds shall be stated through use of the word "for".

2 The casino shall pay off winning wagers at the game of craps at the odds listed below.

Wager	Payout Odds
Pass Bet	1 to 1
Don't Pass Bet	1 to 1
Come Bet	1 to 1
Don't Come Bet	1 to 1
Place Bet 4 to Win	9 to 5
Place Bet 5 to Win	7 to 5

Place Bet 6 to Win	7 to 5
Place Bet 8 to Win	7 to 5
Place Bet 9 to Win	7 to 5
Place Bet 10 to Win	9 to 5
Place Bet 4 to Loss	5 to 11
Place Bet 5 to Loss	5 to 8
Place Bet 6 to Loss	4 to 5
Place Bet 8 to Loss	4 to 5
Place Bet 9 to Loss	5 to 8
Place Bet 10 to Loss	5 to 11
Four the Hardway	7 to 1
Six the Hardway	9 to 1
Eight the Hardway	9 to 1
Ten the Hardway	7 to 1

Wager	Payout Odds
Field Bet	1 to 1 on 3, 4, 9, 10, 11 2 to 1 on 2 2 to 1 on 12
Any Seven	4 to 1
Any Craps	7 to 1

Craps 2	30 to 1
Craps 3	15 to 1
Craps 12	30 to 1
11 in One Roll	15 to 1

3 A horn bet and horn high bet shall be paid as if they were four separate wagers on 2, 3, 11 or 12.

4 No casino or employees shall accept any wager that because of the amount thereof cannot be paid at the odds permitted by 4.2 or 4.3 above.

5. True Odds on Place Bets (Buy and Lay Bets); Vigorish Prohibited.

1 Buy Bets. In addition to the payout odds set forth in Section 4 above, for place bets to win on 4, 5, 6, 8, 9 and 10, the casino may offer a player the option of receiving true odds on these bets in return for the player paying to the casino, at the time of making the bet, a percentage of the amount wagered which in no event shall exceed five percent of such wager. Under such circumstances, the casino shall conform to the odds listed below in paying off winning wagers on these bets:

BET	ODDS
4 to Win	2 to 1
5 to Win	3 to 2
6 to Win	6 to 5
8 to Win	6 to 5
9 to Win	3 to 2
10 to Win	2 to 1

2 Lay Bets. In addition to or in lieu of the payout odds set forth in Section 4 above, for place bets to lose on 4, 5, 6, 8, 9 and 10, the casino may offer a player the option of receiving true odds on these bets in return for the player paying to the casino, at the time of making the bet, a percentage of the amount the player could win on such bet which in no event shall exceed five percent of such wager. Under such circumstances, the casino shall conform to the odds listed below in paying off winning wagers on these bets:

BET	ODDS

4 to Lose	1 to 2
5 to Lose	2 to 3
6 to Lose	5 to 6
8 to Lose	5 to 6
9 to Lose	2 to 3
10 to Lose	1 to 2

3 Except as provided for in subsections 5.1 and 5.2 of this Section, the casino shall not charge any percentage, fee or vigorish to a player in making any wager in the game of craps.

6. Supplemental Wagers Made After Come Out Roll in Support of Pass; Don't Pass; Come and Don't Come Bets (Taking and Laying Odds).

1 Whenever a player makes a Pass Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the come out roll, he shall have the right to make an additional wager in support of the pass bet which may be limited by the casino to an amount double or equal to the amount of the original pass bet. If, in such circumstances, the pass bet wins, the original amount of the pass bet shall be paid at odds of 1 to 1 and the supplemental amount shall be paid at odds of 2 to 1 if the come out point was 4 or 10, 3 to 2 if the come out point was 5 or 9, and 6 to 5 if the come out point was 6 or 8.

2 Whenever a player makes a Don't Pass Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the come out roll, he shall have the right to make an additional wager in support of the don't pass bet which may be limited by the casino to an amount so calculated as to provide winnings not in excess of the amount originally wagered on the Don't Pass Bet. If, in such circumstances, the Don't Pass Bet wins, the original amount of the Don't Pass Bet shall be paid at odds of 1 to 1 and the supplemental amount shall be paid at odds of 1 to 2 if the Come Out Point was 4 or 10, 2 to 3 if the Come Out Point was 5 or 9, and 5 to 6 if the Come Out Point was 6 or 8.

3 Whenever a player makes a Come Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the roll immediately following placement of such bet, he shall have the right to make an additional wager in support of the Come Bet which may be limited by the casino to an amount double or equal to the amount of the original Come Bet. If, in such circumstances, the Come Bet wins, the original amount of the Come Bet shall be paid at odds of 1 to 1 and the supplemental amount shall be paid at odds of 2 to 1 if the Come Out Point was 4 or 10, 3 to 2 if the Come Point was 5 or 9, and 6 to 5 if the Come Point was 6 or 8.

4 Whenever a player makes a Don't Come Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the roll immediately following placement of such bet, he shall have the right to make an additional wager in support of the Don't Come Bet which may be

limited by the casino to an amount so calculated as to provide winnings not in excess of the amount originally wagered on the Don't Come Bet. If, in such circumstances, the Don't Come Bet wins, the original amount of the Don't Come Bet shall be paid at odds of 1 to 1 and the supplemental amount shall be paid at odds of 1 to 2 if the Come Point was 4 or 10, 2 to 3 if the Come Point was 5 or 9, and 5 to 6 if the Come Point was 6 or 8.

7. Dice; Retention; Selection.

1 A set of at least five dice shall be present at the craps table during gaming at craps. Control of the dice shall be the responsibility of the Stickman at the table who shall retain all dice, except those in active play, in a dice cup at the table.

2 At the commencement of play, the Stickman shall offer the set of dice to the player immediately to the left of the Boxman at the table. If such a player rejects the dice, the Stickman shall offer the dice to each of the other players in turn clockwise around the table until one of the players accepts the dice.

3 The first player to accept the dice when offered shall become the shooter who shall select and retain two of the dice offered. The remaining dice of the set shall be returned to the dice cup which shall be placed immediately in front of the Stickman.

8. Throw of the Dice.

Upon selection of the dice, the shooter shall make a Pass or Don't Pass Bet after which he shall throw the two selected dice so that they leave his hand simultaneously and in a manner calculated to cause them to strike the end of the table farthest from him.

9. Invalid Roll of the Dice.

1 A roll of the dice shall be invalid whenever either or both of the dice go off the table or whenever one die does to rest on top of the other.

2 A Boxman or Stickman, as designated by the casino, shall have the authority to invalidate a roll of the dice by calling "No Roll" for any of the following reasons:

(A) The dice do not leave the shooter's hand simultaneously;

(B) Either or both of the dice fail to strike an end of the table;

(C) Either or both of the dice come to rest on the chips constituting the craps bank of chips located in front of the Boxman;

(D) Either or both of the dice come to rest in the dice cup in front of the

Stickman or on one of the rails surrounding the table;

(E) The use of a cheating, crooked or fixed device or technique in the roll of the dice; and

(F) For any other reason the Boxman or Stickman, as the case may be, considers the throw to be improper.

3 The calls of "No Roll" by the Boxman or Stickman under either paragraphs 9.2(A), 9.2(B) or 9.2(F), shall, whenever possible, be made before both dice come to rest.

4 A throw of the dice which results in the dice coming into contact with any chips on the table, other than the craps bank of chips located in front of the Boxman, shall not be a cause for a call of "No Roll".

10. Point Throw; Settlement of Wagers.

1 When the dice come to rest from a valid throw, the Stickman shall at once call out the sum of the numbers on the high or uppermost sides of the two dice. Only one face on each die shall be considered skyward.

(A) In the event either or both of the dice do not land flat on the table (e.g., on edge of the die is resting cocked on a stack of chips), the side directly opposite the side that is resting on the chips or other object shall be considered uppermost and skyward. If more than one side of a die is resting on a stack of chips or other object, the roll shall be void and the dice shall be re-thrown.

(B) In the event of a dispute as to which face is uppermost, the Boxman shall have discretion to determine which face is uppermost or to order the throw be void and the dice be re-thrown.

2 After calling the throw, the Stickman shall collect the dice and bring them to the center of the table between himself and the Boxman. All wagers decided by that throw shall then be settled following which the Stickman shall pass the dice to the Shooter for the next throw. When collecting the dice and passing them to the Shooter, the Stickman shall use a stick designed for that purpose.

11. Continuation of Shooter as Such; Selection of New Shooter.

1 It shall be the option of the shooter, after any roll, either to pass the dice or remain the shooter except that:

(A) The shooter shall pass the dice upon throwing a loser 7; and

(B) The boxman may order the shooter to pass the dice if the shooter unreasonably delays the game, repeatedly makes invalid rolls or violates either the statute or applicable regulation governing play of the game.

2 Whenever a voluntary or compulsory relinquishment of the dice occurs by the shooter, the Stickman shall offer the complete set of 5 or more dice to the player immediately to the left of the previous shooter and, if he does not accept, to each of the other players in turn clockwise around the table.

3 The first player to accept the dice when offered shall become the new shooter who shall select and retain two of the dice offered. The remaining dice of the set shall be returned to the dice cup which shall be placed immediately in front of the Stickman.

CHAPTER THREE
ROULETTE

1. Wagers

1 All wagers at Roulette shall be made by placing gaming chips or plaques on the appropriate areas of the roulette layout except that verbal wagers accompanied by cash may be accepted provided that they are confirmed by the dealer and that such cash is expeditiously converted into gaming chips or plaques.

2 No person at a roulette table shall be issued or permitted to game with chips that are identical in color and design to chips being used by another person at the same table.

3 Each player shall be responsible for the correct positioning of his wager or wagers on the roulette layout regardless of whether he is assisted by the dealer. Each player must ensure that any instructions he gives to the dealer regarding the placement of his wagers are correctly carried out.

4 Each wager shall be settled strictly in accordance with its position on the layout when the ball falls to rest in a compartment of the wheel.

5 The minimum and maximum wagers permitted at each roulette table in the casino shall be and remain conspicuously posted on a sign at each table.

2. Roulette; Payout Odds.

1 The casino shall pay off winning wagers at the game of roulette at the odds listed below:

BETS	PAYOUT ODDS
Straight	35 to 1
Split	17 to 1
3-Number	11 to 1
4-Number	8 to 1
5-Number	6 to 1

Columns	2 to 1
Dozen	2 to 1
Red	1 to 1
Black	1 to 1
Odd	1 to 1
Even	1 to 1
Low	1 to 1
High	1 to 1

2 When roulette is played in a double zero wheel and the roulette ball comes to rest around the wheel in a compartment marked zero (0) or double zero (00), wagers on red, black, odd, even, 1 to 18, and 19 to 36 shall be lost or each player having such a wager shall surrender half the amount on such bet and remove the remaining half, as determined by the Manager.

3 When roulette is played on a single zero wheel and the roulette ball comes to rest around the wheel in a compartment marked zero (0), wagers on red, black, odd, even, 1 to 18, and 19 to 36 shall be lost.

3. Rotation of Wheel and Ball.

1 The roulette ball shall be spun by the dealer in a direction opposite to the rotation of the wheel and shall complete at least four revolutions around the track of the wheel to constitute a valid spin.

2 While the ball is still rotating in the track around the wheel, the dealer shall call "No More Bets."

3 Upon the ball coming to rest in a compartment around the wheel, the dealer shall announce the number of such compartment and shall place a point marker to be known as a "crown" or "dolly" on that number on the roulette layout.

4 After placing the crown on the layout, the dealer shall first collect all losing wagers and then pay off all winning wagers.

4. Irregularities.

1 If the ball is spun in the same direction as the wheel, the dealer shall announce "No Spin" and shall attempt to remove the roulette ball from the wheel prior to its coming to rest in one of the compartments.

2 If the roulette ball does not complete four revolutions around the track of the wheel, the dealer shall announce "No Spin" and shall attempt to remove the roulette ball from the wheel prior to its coming to rest in one of the compartments.

3 If a foreign object enters the wheel prior to the ball coming to rest, the dealer shall announce "No Spin" and shall attempt to remove the roulette ball from the wheel prior to its coming to rest in one of the compartments.

CHAPTER FOUR
BLACKJACK

1. Definitions. The following words and terms, when used in this Chapter, shall have the following meanings unless the context clearly indicates otherwise.

1 Blackjack. "Blackjack" shall mean an ace and a second card with a point value of ten dealt as the initial two cards to a player or the dealer. Blackjack may not include an ace and a ten-point value card dealt to a player who has split pairs;

2 Dealer."Dealer" shall mean the person responsible for dealing the cards at a blackjack table;

3 Hard Total. "Hard total" shall mean the total point count of a hand which contains no aces or which contains aces that are counted as one in value;

4 Shoe."Shoe" shall mean a dealing device that has a compartment in which cards are stacked and which permits cards to be dealt at any given time;

5 Soft Total. "Soft total" shall mean the total point count of a hand containing an ace when the ace is counted as eleven in value.

2. Cards. The value of the cards contained in a deck of cards is as follows:

1 A card from 2 to 10 has its face value;

2 A jack, queen or king has a value of 10; and

3 An ace has a value of 11 unless that would give a player or the dealer a score in excess of 21, in which case it has a value of one.

A standard blackjack deck shall contain 52 cards in four suits, hearts, diamonds, clubs and spades with each suit consisting of numerical cards from 2 to 10 and a jack, a queen, a king and an ace. More than one deck of cards may be used for play at blackjack at the discretion of the casino.

3. Wagers. Before the first card is dealt for a round of play, a player may make a wager against the dealer. The player wins his wager if any of the following events occur:

1 The sum of the player's cards is 21 or less and the sum of the dealer's

cards is more than 21;

2 The sum of the player's cards exceeds that of the dealer without either exceeding 21; or

3 The player has blackjack and the dealer does not.

4. **Push; Exceptions.** A wager is void and returned to the player when the sum of the player's cards is the same as the dealer, but a player's wager is lost if the dealer has a blackjack and the sum of the player's cards is 21 and not a blackjack.

5. **Wagering Rules.** Except when splitting pairs, doubling down, surrendering, or making an insurance wager, no wager may be increased or withdrawn after the first card of a round has been dealt. All wagers at blackjack must be made by placing gaming chips, tokens, or coins on the appropriate areas of the blackjack layout.

6. **Payment of Wagers.** Winning wagers must be paid at odds of at least one to one with the exception of blackjack which must be paid at odds of at least three to two.

7. **Handling of Wagers.** Except for splitting pairs, surrendering, insurance, and doubling down, once the first card of the hand has been dealt by the dealer, no player may handle, remove, or alter any wagers that have been made until the hand has been completed. After a wager on the insurance line, a surrender, a wager to double down, or a wager to split pairs has been confirmed by the dealer, no player may handle, remove, or alter the wagers until the hand is completed. No dealer or other employee of the casino may permit a player to violate this section.

8. **Inspection of Cards.** After receiving the cards at the table, the dealer must sort and inspect the cards.

9. **Presentation of Cards.** After the cards are sorted and inspected, the cards must be spread out, face upward on the table, for visual inspection by the players. The cards must be spread out in horizontal fan shaped columns by deck according to suit and sequence.

10. **The Shuffle and Reshuffle.** After the players inspect the cards, the cards must be turned face downward on the table, mixed thoroughly, and stacked. After each stack of cards is dealt, the dealer must reshuffle the cards so that they are randomly intermixed. A reshuffle of the cards must take place after the cutting card is reached. The Dealer shall reshuffle the cards at supervisor's discretion.

11. **Cut.** After the cards have been shuffled, the dealer must offer the stack of cards with the backs facing away from him to the cutting player to be cut. The cutting player

must cut the cards by placing the cutting card in the stack at least five cards from either end. Once the cutting card has been inserted by the player, the dealer must take all cards in front of the cutting card and place them on the back of the stack after which the dealer must insert the cutting card in a position approximately one quarter of the distance from the back of the stack. If a shoe is used, the stack of cards must then be inserted into the dealing shoe for the beginning of play; otherwise, the cards may be dealt from the hand.

12. **Cutting Player.** The dealer must make a reasonable attempt to alternate the cut among all the players.

13. **Procedure for Dealing Cards.** Cards used to game at blackjack must be dealt from the hand or from a dealing shoe specifically designed for the purpose and located on the table on the left of the dealer. A dealer must remove cards from the shoe or the deck and then place them on the appropriate area of the layout.

14. **Burn Procedure.** At the discretion of the casino, the dealer may deal the first card face downward and place it in the discard rack which must be located on the table immediately in front of or to the right of the dealer. A new dealer who comes to the table may also burn one card before the new dealer deals cards to the players. At the discretion of a member of the tribal commission, the burn card may be disclosed upon request.

15. **The Deal.** At the beginning of a round of play, the dealer must, starting on his left and continuing clockwise around the table, deal the cards in the following order:

1 One card face downward or upward to each box in which a wager is contained;

2 One card face upward to himself;

3 A second card, face downward or upward to each box in which a wager is contained; and

4 One card face downward to himself.

16. **The Play.** After two cards have been dealt to each player and to the dealer, each player must double down, surrender, split pairs, stand, draw, or make an insurance wager. As each player indicates his decision, the dealer must deal face upward whatever additional cards are necessary.

17. **The Pickup.** At the conclusion of a round of play, all cards on the layout must be picked up by the dealer from right to left, so that they can be readily arranged to

indicate each player's hand in case of question or dispute. After the players' cards have been collected, the dealer must pick up his cards and put them at the bottom of the players' cards and place them in the discard rack. When the value of a player's cards exceeds 21, the player's cards shall be revealed and placed in the discard rack.

18. Dealer's Hole Card. The dealer may not look at the face of his hole card until after all cards requested by the players are dealt to them unless the dealer's first card is an ace or has the value of ten.

19. Dealing After Cutting Card Reached. If the cutting card is reached during the deal of the cards, the dealer must continue dealing until that round of play is completed.

20. Prohibited Acts. No player or spectator may remove, add or alter any cards except as provided by this chapter, and no dealer or other employee of the casino may permit a player or spectator to engage in such activity.

21. Point Count. A player is responsible for correctly computing the point count of his hand, and no player may rely on the point counts announced by the dealer.

22. Insurance Wagers. If the first card dealt to the dealer is an ace, a player may make an insurance bet which wins if the dealer's hole card is a king, queen, jack or ten and loses if the dealer's hole card is an ace, two, three, four, five, six, seven, eight or nine. An insurance bet is made by placing on the insurance line of the layout an amount not more than half the amount staked on the player's initial wager. A player may bet an amount in excess of half the initial wager to the next unit that can be wagered in chips, if because of the value of chip denominations, half the initial wager cannot be bet. Insurance wagers must be placed immediately after the second card is dealt to each player, after the dealer's card is exposed, and before any to the dealer. All winning insurance wagers must be paid at odds of two to one. All losing insurance wagers must be collected by the dealer immediately after he draws his second card or discloses his hole card and before he draws any additional cards.

23. Doubling Down. Except for blackjack, the casino may allow a player to double down on his hand, which is to make an additional wager, not exceeding his original wager, on the first two cards dealt to him or the first two cards of any split pair. Only one additional card shall be dealt to the hand on which the player elects to double down. If a dealer obtains blackjack after a player doubles down, the dealer must collect the amount of the original wager of the player and may not collect the additional amount wagered in doubling down.

24. Splitting Pairs. If the first two cards dealt to a player are identical in value, he may split the hand into two separate hands by making a wager on the second hand

equal to his original wager. If a player splits pairs, the dealer must deal a second card to the first hand so formed and must complete the player's decisions on that hand before dealing cards to the second hand. After a second card is dealt to a split pair, the player must stand, surrender, draw, or double down. A player may not split pairs or double down more than two times in a round of play on any one hand unless the Manager opts otherwise. A player splitting aces may have only one card dealt to each ace. If the dealer obtains blackjack after a player splits pairs, the dealer may only collect the amount of the original wager of the player and may not collect the additional amount wagered in splitting pairs.

25. Drawing of Additional Cards by Players and Dealers. A player may elect to draw additional cards if his point count total is less than 21. A player with blackjack or a hard or soft total of 21 may not draw additional cards.

A dealer must draw additional cards to his hand until he has a hard or soft total of 17, 18, 19, 20, or 21. Thereafter, no additional cards may be drawn. A dealer may not draw additional cards to his hand, regardless of the point count, if decisions have been made on all players' hands and the point count of the dealer's hand will have no effect on the outcome.

26. Player Wagering on More Than One Box. The casino may permit a player to wager on more than one box or may limit multiple play during hours when there are insufficient seats in an establishment to accommodate patron demand.

27. Dealing Irregularities. The Manager shall adopt a policy regarding dealing irregularities which shall include the following:

1 A card found turned face upward in the shoe or deck;

2 A card drawn in error without its face being exposed;

3 A card dealt when the next player is improperly skipped;

4 A card dealt when the dealer is improperly skipped.

28. Surrender. At the option of the casino, a player may surrender his cards by forfeiting half his original wager if the dealer does not have blackjack. A player must surrender before he receives additional cards to his hand.

29. Posting of Rules. The casino shall post the rules of play and betting of blackjack in a prominent place so that they can be read by a player from the table.

CHAPTER FIVE
POKER

1. **Definitions.** These words and terms, when used in this Chapter, shall have the following meanings unless the context clearly indicates otherwise.

1 **Action.** "Action" shall mean a player acting in turn.

2 **All In.** "All in" shall mean a player has invested all of his remaining chips in the outcome of a hand. His bet cannot be more than a legal bet or a legal bet and raise if a raise is available. He can only win that portion of the pot in which he contributed chips plus an equal amount of chips from each player remaining in the pot.

3 **Ante.**"Ante" shall mean a predetermined contribution to the pot by all players before any cards are dealt in a hand.

4 **Bet.** "Bet" shall mean a predetermined contribution to the pot by all players before any cards are dealt in a hand.

5 **Betting Round.** "Betting round" shall mean a complete cycle from the first bettor to the last person to call.

6 **Blind.**"Blind" shall mean a designed bet placed before the first card is dealt. The blind is a live bet which can win the pot if not called or raised.

7 **Board.** "Board" shall mean the community cards in flop games or the exposed cards in a stud game.

8 **Return Card.** "Return card" shall mean a card which is removed from the top of the deck without exposing its value by the dealer and placed separate from the discards before the start of a round. Since the deck is in plain sight of all players, the bum card prevents players from viewing the top card in play.

9 **Button.** "Button" shall mean an object which designates the dealer or last to act in a round. The button is moved one position in a clockwise rotation at the conclusion of each hand.

10 **Buy-In.** "Buy-in" shall mean the purchase of chips or placing sufficient money on the table before the start of a hand. (See minimum buy-in.)

11 **Call.** "Call" shall mean placing a bet equal to the last legal or going all in.

12 **Cards Read.** "Cards read" shall mean that any hand placed open and flat on the table shall be read by the dealer and can be announced by any player at the table. A player need not correctly identify his hand to win.

13 **Check.** "Check" shall mean not initiating a bet or surrendering a hand, but retaining the right to act if a bet is made.

14 **Check and Raise.** "Check and raise" shall mean a raise of a bet from a player who has previously checked.

15 **Chips.** "Chips" shall mean tokens which are marked with a direct correlation for the money they represent.

16 **Community Cards.** "Community cards" shall mean cards dealt face upward which can be used by all players to make their best hand.

17 **Comp.** "Comp" shall mean a meal, beverage, accommodation or other cost item that is paid by the house.

18 **Cut.** "Cut" shall mean to divide the deck into two stacks and then reunite them without changing the order except to shift the top portion of the deck to the bottom. An alternative is to place a "cut card" in the deck to determine the top and bottom of the deck. The cut card remains on the bottom and any cards under the cut card are relocated in order to the top of the deck.

19 **Cut Card or Cap Card.** "Cut card" or "cap card" shall mean a card which cannot be construed as a playing card and is used to conceal the last card on the deck.

20 **Dead Hand.** "Dead hand" shall mean a hand that has no claim to the pot.

21 **Deal.** "Deal" shall mean the distribution of playing cards to the players. Also, it can describe the button.

22 **Down Card.** "Down card" shall mean a card dealt face downward.

23 **Draw.** "Draw" shall mean the taking of additional cards by a player as in draw poker or an unmade hand with the possibility of completion.

24 **Draw Games.** "Draw games" shall mean those games which use a common format whereby players are dealt down cards only and may replace those cards with other down cards at a designated time.

25 Drop."Drop" shall mean the house percentage or jackpot amount removed from the table.

26 Drop Box. "Drop box" shall mean a locked container usually attached to the table where the drop is deposited until collected and counted.

27 Fixed Bet. "Fixed Bet" shall mean a bet that must be of a designated size or the player must check. Also know as structured bet.

28 Flexible Bet. "Flexible bet" shall mean a bet which can be of varying size within fixed parameters. Also known as a "range" or "spread" bet.

29 Floor Person. "Floor person" shall mean a supervisor with specific knowledge of rules and procedure.

30 Flop. "Flop" shall mean the three community cards turned over at once in games such as hold'em, pineapple or omaha.

31 Flop Games. "Flop games" shall mean those games which use a common format with a flop.

32 Fold. "Fold" shall mean to surrender a hand or refuse to call a bet.

33 Forced Bet. "Forced bet" shall mean a mandatory bet made by a player determined by a random up card for the purpose of starting a pot. A player who buys in at a table using a forced bet accepts the forced bet at a conditional rule of play and cannot refuse the bet.

34 Hand. "Hand" shall mean one game in a series, one deal, the cards held by a player, cards retained by a player entitling him to participate in the action, or the combination of cards necessary to win a pot.

35 High Poker. "High poker" shall mean the collection of games that value the hand which is uppermost on ranking charts for poker, or the high part of the pot.

36 High/Low Split. "High/low split" shall mean that the best high hand and the best low hand shall win an equal share of the pot, assuming equal investment.

37 Hold'em. "Hold'em" shall mean a type of flop game.

38 House. "House" shall mean the establishment operating the casino, or one player who wagers against every other player who only wager against that player.

39 **Imprest Bank.** "Imprest bank" shall mean a bank of money which remains at a set fixed amount. A dealer's tray or poker room bank should be an imprest bank.

40 **Jackpot.** "Jackpot" shall mean a money award based upon an amount collected from each hand or donated by the house to a qualifying hand or combination of hands.

41 **Jacks Back.** "Jacks back" shall mean a type of draw game that requires at least jacks or better to open for high. If no one opens for high, each person can open for low.

42 **Joker.** "Joker" shall mean a card which acts as an ace or any card necessary to complete a flush or straight in high poker and as the lowest unmatched card in low poker.

43 **Lowball.** "Lowball" shall mean a draw game that awards the pot to the least valuable hand on the ranking chart.

44 **Low Poker.** "Low poker" shall mean the collection of games which award the pot to the least valuable hand on the ranking chart.

45 **Minimum Buy-In.** "Minimum buy-in" shall mean the lowest amount of money a player must invest to play at a table.

46 **Misdeal.** "Misdeal" shall mean a hand which is dealt wrongly or the action of dealing a hand wrongly.

47 **Muck.** "Muck" shall mean the discard pile. A hand which hits the muck is dead.

48 **No Limit.** "No limit" shall mean that there is no constraint on the size of any bet or raise.

49 **Omaha.** "Omaha" shall mean a type of flop game.

50 **Open.** "Open" shall mean making the first betting action.

51 **Opener.** "Opener" shall mean the person who makes the first betting action.

52 **Openers.** "Openers" shall mean a hand which satisfies the requirements for first betting action.

53 **Pineapple.** "Pineapple" shall mean a type of flop game.

54 **Pot.** "Pot" shall mean the sum of the antes, blinds and bets.

55 **Pot Limit.** "Pot limit" shall mean each bet in a game must not exceed the size of the pot. The portion of the call is assumed to be part of the pot when calculating the size of the pot.

56 **Proposition or Prop Player.** "Proposition" or "prop player" shall mean a player employed by the house at an hourly rate to play in poker games. All money invested in the games must come from the player's own funds.

57 **Qualifier.** "Qualifier" shall mean a minimum hand requirement before entitlement to a pot award.

58 **Raise.** "Raise" shall mean a bet in excess of the previous bet or raise at least as large as that bet or raise, except in the case of an all in raise or no limit game.

59 **Rake.** "Rake" shall mean the act of taking the percentage of the pot due the house by the dealer or the amount due the house for hosting the game.

60 **Razz.** "Razz" shall mean seven card stud played low only.

61 **Round.** "Round" shall mean the cycle or bets made by the players following the deal of the cards, or a series of hands beginning, proceeding clockwise and ending with a designated dealer.

62 **Shill.** "Shill" shall mean a player employed by the house on an hourly rate and funded by the house to play in a poker game.

63 **Showdown.** "Showdown" shall mean the revealing of each player's hand who called the final bet to determine the winner of the pot.

64 **Split Pot.** "Split pot" shall mean a pot which has more than one winner entitled to a portion of the pot.

65 **String Bet.** "String bet" shall mean an improper raise that involves two motions to the pot.

66 **Structured Games.** "Structured games" shall mean games with fixed bets. (See fixed bets.)

67 **Stud Games.** "Stud games" shall mean the collection of games where face up and face down cards are dealt to each player.

68 **Suits.** "Suit" shall mean a group of similarly colored and like-symbol cards.

69 **Table Stakes.** "Table stakes" shall mean that a player can only wager within the limits up to the amount of chips and money on the table in plain view in any one hand.

70 **Time.** "Time" shall mean a declaration by a player to warn the dealer to hold up the action until a decision can be made.

71 **Time Collection.** "Time collection" shall mean the collection of the money due the house by calculating a set fee per time period or hand played.

72 **Tournament.** "Tournament" shall mean a contest to determine the best player within set parameters such as time period or amount of chips remaining in front of each player.

73 **Tournament Chips.** "Tournament chips" shall mean special chips that have no stated value that can be assigned artificial values for the duration of the tournament.

74 **Tray In - Tray Out.** "Tray in - Tray out" shall mean a system used by poker dealers that makes them responsible for the amount of chips in their tray throughout their shift as they carry their tray to different tables.

75 **Wheel.** "Wheel" shall mean a hand which is comprised of Ace, 2, 3, 4, 5. The smallest straight in high poker or lowest hand in low poker except in designated games such as Kansas City lowball.

76 **Wild Card.** "Wild card" shall mean a card that a player may declare to have any value in the deck.

2. Permissible Forms of Poker.

Poker games permissible under this Chapter shall include all draw games, all stud games, all flop games and all other games which meet the following criteria:

1 Poker is usually but not necessarily played with cards.

2 When cards are used, cards are ranked from a designated highest to lowest.

3 There is a ranking system which assigns relative value to each player's combination of cards. The rankings are not arbitrary, but based upon the mathematical expectation for receiving each combination called a hand.

4 There is a prize worth winning offered by a player or combination of players before a hand begins. The usual form is ante, blind or forced bet.

5 Each player can participate in turn in the action based upon cards solely under his control possibly combined with other cards.

6 At least some of the cards under a player's control are known only to him.

7 Each player has an opportunity to bet on the cards which comprise his hand. There may be more than one betting round.

8 Players bet against the relative holdings of the other players instead of against a "house", unless each player has an equal opportunity to become the "house".

9 If any bet goes around the table without action, the bettor wins that pot or portion of the pot.

10 If, after the final round of betting more than one player remains, all must reveal their cards or surrender any claim to the pot. Ties or equal entitlement based upon a predetermined qualification can split the pot.

3. Traditional Ranking of Cards in Hands.

1 Five aces - - includes the joker when available and the ace of each suit.

2 Straight flush - - five cards of the same suit in sequence. The highest card in the hand designates the relative value of the straight flush. No suit is higher than any other suit.

3 Four of a kind - - four cards of the same rank.

4 Full House - - three cards of the same rank combined with two cards of another rank. The value of the three cards has priority over the pair in comparing hands.

5 Flush - - Five cards of the same suit. The highest card in the suit designates the relative value of the flush. No suit is higher than any other suit.

6 Straight - - five cards in numerical sequence: the ace may be low or high, but may not be combined in sequence with high and low cards (Q, K, A, 2, 3). The highest card in the sequence designates the relative value of the straight. An ace, when played low, (A,2,3,4,5) shall be treated as a one.

7 Three of a kind - - three cards of the same rank.

8 Two pair - - two cards of the same rank combined with two cards of another rank. The highest pair first has priority when comparing hands.

9 One pair - - two cards of the same rank.

10 No pair - - the highest ranking card in the hand, followed by the next highest card, etc.

All poker games will conform to this ranking system or the reverse (as in lowball) if no alternative ranking system is posted. Other ranking systems based upon mathematical expectation may be used, but must be posted in plain view at the game where the different system is played.

4. Use of a Joker. At the discretion of the casino and with notice to all players, a joker may be used as an additional ace, the highest unmatched flush card in a hand, a card which completes a sequence for a straight or the lowest unmatched card in lowball.

5. Ties. At the showdown if two or more hands have the same rank of hand, the procedure is as follows: Straight flushes are compared by the highest card in the sequence. Four of a kind hands are compared first by the rank of the four of a kind and then by the fifth card. Full houses are compared by the value of the three of a kind first and then by the value of the pair. Flushes are compared by the value of the highest card first and then card by card in descending order. Straights are compared by the highest card in the sequence. Three of a kind is valued first by the set and then by the rank of the other two card in descending order. Two pair is compared by the highest pair first, the second pair next and then the fifth card. One pair is compared by the pair and then the other three cards in descending order. No pair is compared by each successive highest card in descending order. In lowball, the hand with the higher grouping loses. (8, 7, 6, 3, 2 is lower than 8, 7, 6, 4, A because the 3 is lower than the 4 as the fourth card in the comparison.) A suit is the equal value of any other for the purpose of winning the pot. In the event of equal value hands which win, the pot shall be divided equally according to the amount invested by each player.

6. Cards. The traditional game of poker is played with a single standard deck of 52 cards or 53 cards including a joker. The design on the backs of the cards must be identical, and no card can contain any marking, symbol or design that enables a player or dealer to know the identity of any element printed on the face of the card. The design must be the same facing for opposite directions and it should contain a plain border around the outside of the design. The card material and design of the cards should discourage the ability of any person to systematically mark them. No cards shall be used that are taped, shaved, cut, marked, defaced, crimped, bent, deformed or otherwise defective. The casino

must have two separate decks of cards available at each table. The color of the backs of the two decks must be of different predominant color. A player may request a deck change before the shuffle for the next hand. Any new deck entering a game must be a different color from the previous deck, verified that the correct cards are present and shuffled before being distributed.

7. **Shuffle and Cut.** Before the play of each hand the dealer must, in front of the players, gather and shuffle the cards so that they are randomly intermixed. The intent is to prevent anyone from determining in advance any card or sequence of cards. The shuffle must be in plain sight of all players and should not expose any cards. During the shuffle, the top, bottom and middle of the deck should be interchanged. After the shuffle, the dealer must cut the top of the deck onto the cut card with one hand and then place the remaining portion of the deck on top of that stack with the same hand or in such a way as it is obvious that no prearranged location for the cut was selected.

8. **The Deal.** Cards must be dealt one at a time from the top of the deck to each player in a clockwise direction starting from the dealer's left unless a button is used in the game. Then the deal begins from the first person to the left of the button. The button begins immediately to the dealer's right for a new game or the location is determined at random. The dealer must deliver cards in such a way as to prevent players from knowing the value of another player's concealed cards. Successive rounds are dealt only to players left in the pot.

9. **Protection of Hands.** Players are responsible for protecting their own hand. Removal of the hand from a 90 degree vertical extension of the table's edge can be deemed a fouled hand at the discretion of the dealer. Placing a chip or other device on top of cards flat on the table is considered protection and the hand will not be ruled dead if another hand accidentally comes in contact with the protected hand. A player who exposes his concealed card to other players in the pot on a regular basis after being warned by the dealer may be asked to leave the game.

10. **Format of the Games.** Each of the following games may be played high only, high/low split, high low split with an eight qualifier for low, or low only. The general format of the games is as follows:

1 **Draw Games.** There is usually an ante or an ante and a blind. The dealer gives each player five cards. The first player to act is either the first player left of the blind or if there is no blind, left of the button. In high draw it is possible that no one can open because a hand must have at least a pair of jacks or better to open, in which case the cards are collected, the button moves and the cards are shuffled and re-dealt. After someone opens, each player in turn can act. After the betting is complete there is a draw in turn from the left of the button. A player may draw up to five cards as replacements for the existing cards in his hands, but may not win with more or less than the required amount

of cards. When the draws are complete, there is a betting round. At the end of this round, there is a showdown if a bet is called or there is no bet.

In lowball, players who do not at least call the blind must fold. If a person wins a second hand in a row, he receives a kill button and must place a double blind before receiving cards. The stakes are doubled for that hand and remain doubled until that person loses a hand. After the draw in all hands a hand with a seven low must bet if there is an option or lose any claim to money bet in that round.

In Jacks Back if no one opens for high, each person has the opportunity to open for low.

2 **Stud Games.** The normal method of introducing money into the pot is a forced bet or an hip and a forced bet. Each player receives a combination of up and down cards to start. Five card stud usually played one card down and one card face up for each player to start. There is a betting round. The dealer burns the top card and deals each player another face up card. This procedure of betting rounds followed by up cards continues until no one calls a bet or all players in the pot have five cards. At the end of the last betting round there is a showdown if a bet is called.

In seven card stud each player receives two cards face down and one card face up. The first round is usually a forced bet, although with an ante, best hand could start.

After each round players can bet. Each player left in the pot will receive three more up cards and the last card face down. The best five card hand chosen from among the seven cards wins the pot.

The four common games of seven card stud are high only, high/low split, eight or better - a game which places a qualifier of an eight for low, and razz.

3 **Flop Games.** Flop games usually have a blind or series of blinds, but an ante and a blind is also permissible. Each player receives down cards dealt first to the left of the button. There is a betting round beginning first from the person left of the last blind. No check is permitted on the first betting round. The dealer then burns the top card, deals three cards face down in a pile one at a time and "flops" or turns the three cards over at once, spreading them so all can see. There is another betting round beginning with the first person remaining left of the button. When all bets are complete, the dealer will burn a card and turn over another card face up in the center, placing it to the dealer's right of the other cards. There is another betting round, followed by another burn card and another face up card placed to the right of the other community cards and a last betting round. The best hand is usually the best five cards but some games insist on special combination of cards from the hand and the board. Five community cards dealt in this manner are the trademark of the flop games, but it is possible to deal two complete sets of hops and divide

the pot between the winner of each flop. When flop game cards are played high/low split, they usually have an eight qualifier for low - meaning a hand must have five paired cards higher than an eight. Some games are dealt with more cards to choose from in a player's hand and the player must decide which card or cards to discard before proceeding.

Texas hold'em or hold'em is played with each player receiving two cards down and it can be played high or high/low split. A player can use his best five cards between the board and his hand. Low is played with an eight qualifier and a player can play the same or different cards for high and low.

Pineapple is played with each player receiving three cards. The player must discard one card before the fourth card on the board is turned over. The original game demanded the players surrender the card before the flop. The current version allows a player to see the flop before relinquishing the extra card. In either case, if board cards are turned after a player is supposed to have surrendered a card, his hand is dead and can make no claim to the pot. Pineapple can be played high or high/low split with an eight qualifier for low. The best five cards between the hand and the board are used to determine a winner. A player can use the same or different cards for high and low.

Omaha is played with each player receiving four cards. It can be played high only or high/low split with an eight qualifier for low. Players must use two cards from their hand with three cards from the board to win. The same or different combinations of two from the hand and three from the board is permitted.

11. Structure of Games. Any of the following structures are permissible:

1 Fixed bet games are posted with a "/" or an "&" between the numbers as in $3/6 or $3 & $6 hold'em. That signifies that the bets are $3 for the early bets and $6 for the later bets. No bet less than the required amount is allowed and raises must be exactly the amount of the structure, with the exception of all in bets.

2 Flexible, spread or range games permit a minimum to maximum bet. These games use a "-" between the numbers to show that range. If the bet can go higher at a later point in the game, a second "-" is used; e.g. $1-4-8 denotes a range from $1-4 in the early rounds and $1-8 on the end or in the later rounds. The house must make the distinction.

3 Pot limit permits the bets to be up to the limit of the pot with a maximum first raise stated. The level of the blinds or antes sets the tone for the size of the pots.

4 No limit games permit a player to bet whatever is in front of him at any time except for set required bets such as a blind or ante.

12. Rules. The house must post general house rules governing procedure in a conspicuous location in the card room. In addition, a set of specific rules governing all procedures and exceptions will be available for viewing upon request by any player. These specific rules should address dealing errors, improper bets, misdeals and other potential conflicts. Dealers and floor persons should be familiar with all the rules.

13. Required Rules.

1 All games are table stakes.

2 Cards read in all games.

3 Number of raises permitted.

4 Check and raise statement

5 One player to a hand.

6 All players must act in turn.

7 No cheating, stealing, acting in collusion, fighting, or passing counterfeit money or chips.

8 No bending, mangling, marking, or otherwise altering cards.

9 All floor decisions are final.

14. Decisions. In the event that a situation arises that is not covered by the rules, a supervisor may render a ruling which is binding for that hand. His decision should be as impartial as possible with the least impact on the hand. If upon further study, a manager or supervisor decides a better decision was possible, that decision may be overturned for future reference. Verified floor decisions become part of the house rules.

15. Tournaments. Tournaments are legal and can be played with regular chips on a dollar for dollar buy-in basis or with tournament chips. Tournaments prizes may be donated by the house or come directly from the buy-ins or a combination of both.

16. House Collection. The house may take a percentage of the pot or assess players based upon time or time per hand. Rake or time per hand should be set in a special area on the table in plain view for the duration of the hand and then dropped into a secured box. Time collections must be gathered by the dealer and set aside for the floor person. The house may designate some games as rake games and some as time games, but each table must have the house take posted in plain view so that all

players can know before they sit down.

17. Jackpot Collection and Payout. If the house collects a jackpot fee from the players, it must be kept in view during the play of the hand, or be an obvious regular amount taken from the antes or blinds and dropped immediately. It must be kept separate from the house take and the dealer tray. The jack-pot deduction may be taken after a minimum amount in the pot. The house can set a bottom or minimum amount award for hitting the jackpot. The house is permitted to separate the total drop for the jackpot into a series of "banks" in the event several hands hit the jackpot in a short period of time. The house may not subtract more than 5% for administrative fees from the jackpot fund. Before any jackpot is paid, the house is entitled to verify the hand, check the deck, run any surveillance film and take any other precautions to ascertain the honesty of the situation. The house may change the standards for hitting a jackpot when a new pot is started, but public notice and proper posting must accompany the change.

18. Protection of Games. The house is responsible for the integrity of all games. All decks must be checked for count and suits, imperfections and other indications of tampering, or excessive wear. Dealers should be trained in proper game security procedures. The pot can be counted down for accuracy if there is any question. (The house can deny any player the right to play if it can demonstrate that player was holding out cards, bringing in cards, marking or damaging cards for the purpose of gaining an unfair advantage, acting in collusion, signaling, stealing chips or other unethical behavior.

19. Employee Play. Employees may play in the poker room, but are subject to the same rules as other players. Proposition players or shills may be employed by the poker room and should be identified upon request. Dealers may play, but only if they are out of uniform and not in the dealing rotation.

CHAPTER SIX
BACCARAT-CHEM DE FER

1. Cards; Number of Decks; Values; Point Count of Hand.

1 Baccarat-Chemin de Fer shall be played with at least six decks of cards having backs of the same color and design and two additional yellow or green cutting cards.

2 The value of the cards in each deck shall be as follows:

(A) Any card from 2 to 9 shall have its face value;

(B) Any Ten, Jack, Queen, or King shall have a value of zero;

(C) Any Ace shall have a value of one.

3 The "Point Count" of a hand shall be a single digit number from 0 to 9 inclusive and shall be determined by totalling the value of the cards in the hand. If the total of the cards in a hand is a two-digit number, the left digit of such number shall be discarded having no value and the right digit shall constitute the Point Count of the hand. Examples of this rule are as follows:

(A) A hand composed of an Ace, a 2 and a 4 has a Point Count of 7;

(B) A hand composed of an Ace, a 2 and a 9 has a total of 12 but only a Point Count of 2 since the digit 1 in the number 12 is discarded.

2. Minimum and Maximum Wagers. The minimum and maximum wagers permitted at each Baccarat-Chemin de Fer table shall be and remain conspicuously posted at each table.

3. Opening of Table for Gaming.

1 After receiving the six or more decks of cards at the table, the dealer calling the game shall sort and inspect the cards.

2 Following the inspection of the cards by the dealer and the verification by the floorperson assigned to the table, the cards shall be spread out face upwards on the table for visual inspection by the first participants to arrive at the table. The cards shall be spread out in columns by deck according to suit and in sequence. The cards in each suit shall be laid out in sequence within the suit.

3 After the first participants are afforded an opportunity to visually inspect the cards, the cards shall be turned face downward on the table, mixed thoroughly by a "washing" or "chemmy shuffle" of the cards and stacked.

4. Shuffle and Cut of the Cards.

1 Immediately prior to the commencement of play and after each shoe of cards is completed, the dealers shall shuffle the cards so that they are randomly intermixed.

2 After the cards have been shuffled, the dealer shall lace approximately one deck of cards so that they are evenly dispersed into the remaining stack. After lacing the cards, the dealer calling the game shall offer the stack of cards, with backs facing away from him, to the participants to be cut. The dealer shall begin with the participant seated in the highest numbered position at the table or, in the case of a reshuffle, the participant seated to the left of the participant responsible for dealing the cards, and working clockwise around the table, shall offer the stack to each participant until a participant accepts the cut. If no participant accepts the cut, the dealer shall cut the cards.

3 The cards shall be cut by placing the cutting card in the stack at least 10 cards in from either end.

4 Once the cutting card has been inserted into the stack, the dealer shall take all cards in front of the cutting card and place them to the back of the stack. The dealer shall then insert one cutting card in a position at least 14 cards in from the back of the stack and the second cutting card at the end of the stack. The stack of cards shall then be inserted into the dealing shoe for commencement of play. Prior to commencement of play, the dealer shall remove the first card from the shoe and place it, and an additional amount of cards equal to the amount on the first card drawn in the discard bucket after all cards have been shown to the players. Face cards and tens count as ten. Aces count as one.

5. Dealing Shoe; Selection of Banker.

1 All cards used to game at Baccarat-Chemin de Fer shall be dealt from a dealing shoe specifically designed for such purpose.

2 After the cards have been shuffled and placed in the shoe, the dealer calling the game shall offer the shoe to the participants to be dealt. The participant offering to wager the highest amount on the first hand shall become the "Banker" and shall be responsible for dealing the cards from the shoe in accordance with these regulations and the instructions of the dealer calling the game. If two or more

participants offer to wager an equal amount on the first hand, the participant making such wager that is closest to the dealer moving counterclockwise around the table shall become the "Banker."

6. Wagers Placed by Banker.

1 Immediately prior to dealing the cards, the Banker shall place a wager in support of the "Banker's Hand" which shall conform to the requirement of subsection 2, 6.2 of this section. The wager placed by the Banker shall:

(A) Win if the "Banker's Hand" has a Point Count higher than that of the "Player's Hand";

(B) Lose if the "Banker's Hand" has a Point Count lower that of the "Player's Hand";

(C) Be void if the Point Count of the "Banker's Hand" and the "Player's Hand" are equal.

2 The wager placed by the Banker immediately after accepting the shoe shall not be less than the amount such participant offered in bidding to become the Banker. The amount of all subsequent wagers placed by the Banker as such shall be at least equal to, but no more than twice, the amount of his immediately preceding wager. An example of this rule is as follows: if Participant A becomes the Banker for a high bid of $1,000, he must place a wager of at least $1,000 on the first hand dealt. If he continues as the Banker, his wager on the second hand must be at least $1,000 but not more that $2,000. Assuming he wagers $2,000 on the second hand, his wager on the third hand (if he continues as the Banker) must be at least $2,000 but not more than $4,000.

3 Any wager placed by the Banker in cash shall be exchanged immediately by the dealer for gaming chips or plaques in accordance with the regulations governing the acceptance and conversion of such instruments.

7. Wagers Made Against Banker.

1 After the Banker has placed a wager in support of the "Banker's Hand", the remaining participants at the table shall be given the opportunity of wagering against all or a part of the wager made by the Banker provided, however, that such wagers shall not exceed, either individually or in the aggregate, the amount wagered by the Banker.

2 Any participant who equaled and lost the immediately preceding wager of

the Banker shall have the first option of making a wager against the Banker in an amount equal to the amount being wagered by the Banker. Said participant shall exercise this option by announcing "Banco Suivi" or "Suivi" and by placing the requisite wager on the appropriate area of the layout. A "stand off" shall not be counted for the purpose of determining the immediately preceding wager under this subsection.

3 If no qualified participant announces "Banco Suivi" or "Suivi", the next preference shall be given to any participant placing a wager against the Banker equal in amount to that wagered by the Banker. This option shall be exercised by a participant announcing "Banco Suivi" or "Banco" and by placing the requisite wager on the appropriate area of the layout. Whenever more than one participant announces "Banco Seul" or "Banco", preference shall be given to the participant making such announcement who is seated nearest to the Banker in a counterclockwise direction around the table.

4 If the options granted by subsections 7.2 and 7.3 are not exercised, each participant, beginning with one seated to the immediate right of the Banker and moving counterclockwise around the table, shall have the right to make a wager against a part of the wager made by the Banker. Such wagers shall be accepted until the amount of the partial wagers, taken in the aggregate, equals the amount of the wager made by the Banker or until, the dealer announces "No More Bets."

5 No wager at Baccarat-Chemin de Fer shall be made, increased or withdrawn after the dealer has announced "No More Bets" except that the Banker shall withdraw any part of this initial wager that was not covered by the wagers of the other participants.

6 Any wager placed by the participants in cash shall be exchanged immediately by the dealer for gaming chips or plaques in accordance with the regulations governing the acceptance and conversion of such instruments.

7 The wager(s) placed by the participants shall:

(A) Win if the "Player's Hand" has a Point Count higher that of the "Banker's Hand";

(B) Lose if the "Player's Hand" has a Point Count lower that of the "Banker's Hand";

(C) Be void if the Point Count of the "Banker's Hand" and the "Player's Hand" are equal.

8. Hands of Players and Banker; Persons Controlling Each Hand; Procedure for Dealing Initial Two Cards to Each Hand.

1 There shall be two hands dealt in the game of Baccarat-Chemin de Fer, one of which shall be denominated the "Player's Hand and the other denominated the "Banker's Hand."

2 The participant selected as the Banker shall have exclusive control of the "Banker's Hand" and shall make all decisions permitted by these regulations with respect to such hand.

3 Exclusive control of the "Player's Hand" and the right to make all decisions permitted by these regulations with respect to such hand shall reside in the participant who made a wager in accordance with subsections 7.2 and 7.3 of this Regulation. If no such wager has been made, this right shall reside in the participant making the highest wager against the Banker. If two or more equally high wagers have been made, this right shall reside in the participant making such wager that is nearest to the Banker moving counterclockwise around the table. The participant possessing exclusive control of the "Player's Hand" under this subsection shall hereinafter be referred to as the "Dominant Player".

4 After the dealer announces "Cards" the Banker shall deal an initial four cards from the shoe. The first and third card dealt shall be placed faced downwards in front of the Dominant Player and shall constitute the first and second card of the "Player's Hand". The second and fourth card dealt shall be placed face downward in front of the Banker's and shall constitute the first and second card of the "Banker's Hand."

9. Procedure for Dealing of Additional Cards.

1 After the initial four cards have been dealt, the Dominant Player shall look at the two cards dealt to the "Player's Hand" without disclosing them to the Banker. If the Point Count of the "Player's Hand" is:

(A) A zero, one, two, three or four, the Dominant Player shall request one additional card by announcing "Card";

(B) A five, the Dominant Player shall exercise the option of requesting one additional card by announcing "Card" or not requesting one additional card by announcing "Stay";

(C) A six or seven, the Dominant Player shall not draw an additional card and shall announce "Stay";

(D) An eight or nine, the Dominant Player shall announce "Natural" and all cards in both hands shall be turned immediately face upwards with no additionally cards being dealt to either hand.

2 If the Dominant Player has announced "Card" in accordance with subsection (a) of this section, an additional card shall not be dealt to the "Player's Hand" until the Banker first looks at the two cards dealt to the "Banker's Hand." If the Point Count of the "Banker's Hand is 8 or 9, the Banker shall announce "Natural" and all cards in both hands shall be turned immediately face upwards with no additional cards being dealt to either hand. If the Point Count of the "Banker's Hand" is less than 8, the Banker shall announce "Under Eight" and shall deal a third card face upwards to the "Player's Hand" in accordance with the request of the Dominant Player.

3 After the "Player's Hand" stays or receives a third card in accordance with the above subsections, the Banker shall turn the cards in the "Banker's Hand" face upwards on the table and shall deal or not deal a third card to the "Banker's Hand" in accordance with the requirements of Table 1 of this Chapter.

4 The first vertical column in Table 1 labeled "Point Count of Banker's Hand" shall refer to the Point Count of the "Banker's Hand" after the first two cards have been dealt to it.

5 The first horizontal column at the top of Table 1 labeled "Third Card Drawn by Player's Hand" shall refer to the value of the third card drawn by the "Player's Hand" as distinguished from the Point Count of the "Player's Hand."

6 As used in Table 1, the letter "D" shall mean that the "Banker's Hand" must draw a third card, the letter "S" shall mean that the "Banker's Hand" shall stay (i.e. not draw a third card) and the abbreviation "Op." shall mean that the Banker may draw a third card or stay with his discretion.

7 The method of using Table 1 shall be to find the Point Count of the "Banker's Hand" in the first vertical column and trace that horizontally across the table until it intersects the third card drawn by the "Player's Hand." The box at which such intersection takes place will show whether the "Banker's Hand" shall draw a third card or stay. For example, if the Point Count of the "Banker's Hand" after two cards is 3 and the value of the third card drawn by the "Player's Hand" is 9, Table 1 shows that the Banker has the option of drawing a third card or stalling.

8 Any announcement required to be made by the Dominant Player or Banker by this section shall be immediately repeated by the dealer at the table to assure the clarity and understanding of such statements.

10. Announcement of Result of Round; Payment and Collection of Wagers; Casino Fee.

1 After each hand has received all the cards it is entitled to by these regulations, the dealer calling the game shall announce the Point Count of each hand indicating which hand has won the round. If the two hands have equal Point Count, the dealer shall announce "Stand Off" or "Tie Hand."

2 After the result of the round is announced, the dealer or dealers responsible for the wagers at the table shall collect and payoff the wagers made. Winning wagers made against the "Banker's Hand" shall be paid off from the amount wagered by the Banker at odds of 1 to 1. A winning wager made by the Banker shall be paid off at odds of 1 to 1 from the amount(s) wagered by the other participants.

3 As its fee in housing the game, the casino may extract a charge (to be known as a "vigorish" or "commission") of not more than five percent of the amount won by the Banker on each round of play provided, however, the casino may round off the commission or vigorish to twenty-five cents or the next highest multiple of twenty-five cents when the commission or vigorish is not exactly twenty-five cents or a multiple thereof. Such fee shall be collected immediately after each round won by the Banker.

11. Continuation of Banker as Such; Selection of New Banker.

1 It shall be the option of the Banker, after any round of play, either to pass the shoe or remain as Banker except that

(A) The Banker shall pass the shoe whenever the "Banker's Hand" loses, and

(B) The dealer or floorman assigned to the table may order the Banker to pass the shoe if the Banker unreasonably delays the game, repeatedly makes invalid deals or violates any applicable statute or regulation governing play of the game.

2 Whenever a mandatory relinquishment of the Bank occurs, it shall be offered to the seated participant to the right of the previous Banker and then to each other seated participant, moving counterclockwise around the table, until a participant accepts it and becomes the new Banker.

3 Whenever a voluntary relinquishment of the Bank occurs, each seated participant shall be offered it, beginning with the participant to the right of the previous Banker and moving counterclockwise around the table. The first participant willing to accept the Bank and to wager an amount on the next hand equal to, but not more than

twice, the amount of the previous Banker's last wager shall become the next Banker. If no participant offers to meet this condition, the participant offering to wager the highest amount on the next hand shall become the new Banker provided however that the participant who passed the Bank shall not be permitted to take part in first round of such bidding.

4 When a passed bank is defeated in any hand, it shall be transferred as it would have been in accordance with subsection 11.2 had it not been voluntarily passed.

5 A participant by moving to another seat at the table shall miss a turn to become the Banker in the next seat where such a move would otherwise give that participant promotion in turn to become a Banker.

12. Irregularities.

1 If the Banker, by taking cards for his hand in the wrong order in the Initial Deal, makes an error which cannot be rectified, the hand shall be annulled and the Bank may be transferred counterclockwise to the next participant seated at a numbered place.

2 If the Banker, during the Initial Deal, takes more than two cards for his hand and the deal cannot be rectified, the Point Count of his hand shall be regarded as zero and the play shall proceed in accordance with Section 9 of this Regulation.

3 If the Banker, during the Initial Deal, gives three cards to the Dominant Player, and it is not possible to determine which card has been dealt in excess, the Point Count of the "Player's Hand" shall be the highest that can be made with two or all three of the cards.

4 If the Banker, subsequent to the Initial Deal, takes two cards for his hand instead of one and the deal cannot be rectified, the Point Count of his hand shall be the lowest that can be made with two or all three of the cards.

5 A card dealt face upwards to the Dominant Player after he has said "Stay" shall become the Banker's card in the event the Banker is obliged to draw or has the option of drawing a third card in accordance with these regulations. If the Banker is required to stay under these regulations, the card dealt in excess and an additional number of cards equal to the amount on the card drawn in error shall be drawn face upwards from the shoe and placed in the discard bucket at the table.

6 A card dealt face upwards to the Dominant Player after he has said "Stay" and the dealer has mistakenly said "Card" shall become the Banker's card in the event

the Banker is obligated to draw a third card under these regulations. If the Banker is not obligated to draw a third card, the card dealt in excess and an additional number of cards equal to the amount on the card drawn in error shall be drawn face upwards from the shoe and placed in the discard bucket at the table.

7 There shall be no penalty for a card drawn in excess from the shoe if it remains undisclosed. A card so drawn shall be used as the first card of the next hand providing that the cutting card has not been exposed in the shoe or drawn therefrom. In the course of play, cards once drawn from the shoe shall not be replaced.

8 If the Banker, subsequent to the initial deal, draws a card from the shoe for his hand after the Dominant Player has said "Card" and the dealer has repeated "Card", the Banker must give such card to the Dominant Player and thereafter either draw or not draw a third card for his hand as may be required by these regulations.

9 Cards found turned face upwards in the shoe shall not be used in the game and shall he placed in the discard bucket, along with an additional amount of cards, drawn face upwards, which agrees with the number on the cards found face upwards in the shoe. The last hand of a shoe shall be void when a card of that hand is found face upwards in the shoe.

10 If there are found to be insufficient cards in the shoe to complete a hand when the cutting card is drawn, that hand shall be void.

APPENDIX C

BACKGROUND INVESTIGATION STANDARDS

APPENDIX C

BACKGROUND INVESTIGATION STANDARDS

Category 1 Applicants	Investigation Standards: Category 1 Applicants
Stockholders (5% or more) Owners Directors Officers Chief Operation Officer (Manager) Controller/Accountant/Auditor Director of Security Director of Surveillance Games Managers Manufacturers Vendors Distributors Tribal Gaming Inspectors Executive Officers Surveillance Employees	Applicant Interview Confirm All Information on Disclosure Form Full Financial: Tax Returns, Credit History, Financial Records (Banks, Loans, Etc.) Criminal History Record Information (Local, State, Federal, Interpol) Civil Court Records (State and Federal) Driving Record Interview References Interview Past Employers Medical Records (Alcohol and Drug Abuse) Regulatory Agencies (Professional Licenses) Neighborhood Checks Education Associates

Category 2 Applicants	Investigation Standards: Category 2 Applicants
Gaming Facility Supervisors Floor Persons Food & Beveral Director Cage Cashiers Security Supervisors & Employees Slot Technicians	Applicant Interview Confirm Information on Disclosure Form Criminal History Record Information/Driving Record Financial Responsibility (Credit

Dealers
Count Room Employees

History)
Gaming Control Board (Other States)
Past Employment
Fingerprint for Identification

Category 3 Applicants

Investigation Standards: Category 3 Applicants

Accounting Clerks
Administrative Employees
Attendants
Alcohol Servers
Food Service
Kitchen Employees
Retail Sales
Maintenance Employees (Janitors)
Host/Hostess
Wait Persons
Change Person (Non-Gaming)

Credit History
Criminal History Record Information/NCIC
Driving Record
Fingerprint for Identification

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Amendment to Approved Tribal-State Compact.

SUMMARY: Pursuant to 25 U.S.C. § 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100–497), the Secretary of the Interior shall publish, in the **Federal Register**, notice of approved Tribal-State Compacts for the purpose of engaging in Class III (casino) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, has approved the Southern Ute Indian Tribe—State of Colorado Gaming Compact which was executed on June 15, 1995.

DATES: This action is effective August 21, 1995.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, DC 20240, (202) 219–4068.

Dated: August 10, 1995.

Ada E. Deer,

Assistant Secretary—Indian Affairs.

[FR Doc. 95–20651 Filed 8–18–95; 8:45 am]

BILLING CODE 4310–02–P

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Amendment to Approved Tribal-State Compact.

SUMMARY: Pursuant to 25 U.S.C. § 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100–497), the Secretary of the Interior shall publish, in the **Federal Register**, notice of approved Amendments to Tribal-State Compacts for the purpose of engaging in Class III (casino) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, has approved the 1st Amendment to the Muckleshoot Indian Tribe—State of Washington Class III Gaming Compact, which was executed on May 4, 1995.

DATES: This action is effective August 21, 1995.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, D.C. 20240, (202) 219–4068.

Dated: August 14, 1995.

Ada E. Deer,

Assistant Secretary—Indian Affairs.

[FR Doc. 95–20652 Filed 8–18–95; 8:45 am]

BILLING CODE 4310–02–P

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal-State Compact.

SUMMARY: Pursuant to 25 U.S.C. § 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100–497), the Secretary of the Interior shall publish, in the **Federal Register**, notice of approved Tribal-State Compacts for the purpose of engaging in Class III (casino) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, has approved the Tribal-State Compact Between the Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas and the State of Kansas, which was executed on June 28, 1995.

DATES: This action is effective August 21, 1995.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, D.C. 20240, (202) 219–4068.

Dated: August 14, 1995.

Ada E. Deer,

Assistant Secretary—Indian Affairs

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