

3 Diamond Lease Agreement for Compliant Gaming Electronic Pull-tab System and Device(s)

Lessor / Distributor Information

Distributor	3 Diamond	License number DI	017
Street address:	8282 Arthur St	City:	Spring Lake Park State: MN Zip: 55432

Lessee / Organization Information

Organization		License #	
Street address:			
City:		State:	Zip:
E-mail Address for Game Invoices and ACH copies:			
GM First & Last Name:		GM Ph#	

Site Information

Site Name		Site #	
Street address:			
City:		State:	Zip:

Site Type (circle one)	Bar / Restaurant /Fraternal Order / Liquor store/Other		
Seating Capacity		Operation Type:	Bar Op / Booth Op / Both

Lease Term

The term of this lease is 90 days and will automatically and continually renew	Effective Date :	/	/
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30 - Day Out Clause - this lease may be terminated with a 30-day written notice by either party

Terms and Conditions:

Payments shall be paid via Automated Clearing House (ACH) twice monthly for the Net Receipts calculated from the 1st to the 15th and from the 16th through the end of the month every month.

The total Revenue Share payment shall be as follows per period:

- A) When Net Receipts is \$0.00 - \$1500.00 Revenue Share is 31%
- B) When Net Receipts is \$1500.01-\$5000.00 Revenue Share is 28%
- C) When Net Receipts is \$5000.01 or more Revenue Share is 26%

*Net Receipts = Sales - Prizes Paid (note: if net receipts are negative the amount will carry over until amount is positive)

Use / Care / Maintenance of leased equipment

Lessee agrees to:

- keep the electronic pull-tab system and devices free from the claims of others;
- not use the electronic pull-tab system and devices in an unlawful manner;
- not remove the electronic pull-tab system and devices from the site;
- not alter, mark, deface, remove equipment, or install equipment in electronic pull-tab system and devices without the lessor's consent;
- comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the equipment, including registration and/or licensing requirements; and
- only use equipment for electronic pull tabs and electronic linked bingo as described under section ms 349.12, subdivision 12a.

Loss or Destruction of Electronic Pull-tab System and Devices

If the electronic pull-tab system and/or devices are stolen, destroyed or damaged beyond repair, lessor may agree in writing to amend this lease and provide the lessee with a substitute electronic pull-tab system and/or devices. Any insurance proceeds paid related to the electronic pull-tab system and/or devices will be applied toward the cost of substitute electronic pull-tab system and/or devices.

EXCEPTION: If any power supply cords and charging units are lost or stolen, they are NOT covered, and are the total responsibility of the organization to replace.

