

# PLACEMENT AGREEMENT

THIS PLACEMENT AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Diamond Game Enterprises ("Diamond Game"), a Minnesota licensed Linked Bingo Provider (License #: LB122) for its Linked Bingo System ("LB System"), and

\_\_\_\_\_  
("Organization") a Minnesota licensed Organization (License #: \_\_\_\_\_) sometimes referred to collectively as the "Parties" or individually as the "Party".

**Organization's Full Name:** \_\_\_\_\_

**Attention:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Linked Bingo System Description

Diamond Game manufactures leases and distributes software for the LB System which includes a TV and Fire Stick.

## Lease Term

This Agreement shall take effect upon the effective date, which is the first date that the LB System is used by the Organization ("Effective Date"). The term of this Agreement is for one (1) year (the "Term") beginning on the Effective Date subject, however, to earlier termination and renewal only as provided in this Agreement. The Term of this Agreement shall automatically and continually renew for successive one (1) year periods unless one Party gives the other Party written notice of its intent not to renew the Term of this Agreement at least thirty (30) days before the expiration of the then-current Term.

## Terms and Conditions

1. Organization agrees to lease the LB System described above according to the terms and conditions set forth in this Agreement.
2. Net receipts are defined as player Buy-In Amount – Game Contributions.
3. Organization agrees to pay Diamond Game 15% of the net receipts for each linked bingo game purchased.
4. Organization agrees to pay Diamond Game 20% of the net receipts, not 15% as stated in #3 above, if authorized by the Minnesota Gambling Control Board.
5. Organization agrees to pay all amounts due under this Agreement within the time limits provided for in the statute and rules of the Minnesota Gambling Control Board and in accordance with the Payment section of this agreement.

## Taxes

Organization agrees to pay all sales taxes, if any, which are levied in connection with the lease of the LB System during the Term of the Agreement.

Initials: \_\_\_\_\_

**Title**

The LB System will be titled with Diamond Game.

**Ownership**

Organization agrees that this Agreement is a true lease, is not a purchase agreement, and that Organization will not have any ownership interest in the LB System software used to manage the LB System.

**Use**

Organization agrees to:

- Keep the LB System free from the claims of others;
- Not use the LB System in an unlawful manner;
- Not remove the LB System from the state of Minnesota;
- Not alter, mark, deface, remove equipment, or install equipment in the LB System without Diamond Game’s consent.

**Maintenance of linked bingo System**

Diamond Game will enter into a maintenance agreement with a Minnesota Licensed Distributor (“Distributor”) to provide repair and maintenance of the LB System.

Name of Distributor Diamond Game to work with: \_\_\_\_\_

License # \_\_\_\_\_

**Default**

The following are events of default:

- Organization fails to pay any amount due under this Agreement when due;
- Organization fails to comply with any of the terms and conditions of this Agreement;
- Organization is the subject of a bankruptcy proceeding;
- Lawful gambling license revocation or suspension;
- Organization makes an assignment for the benefit of creditors;
- Organization fails to keep the LB System insured as required by Diamond Game;
- The LB System is seized or confiscated for any reason by a law enforcement agency of the Gambling Control Board;
- The LB System is destroyed, stolen, or damaged beyond repair and the insurer denies full coverage or liability.

**Remedies Upon Default**

If the Organization is in default and the linked bingo System has not been seized or confiscated for any reason by a law enforcement agency or the Gambling Control Board, Diamond Game may:

- Terminate this Agreement.
- Take possession of the LB System. If the LB System is repossessed, Diamond Game may enter into an Agreement with another licensed Organization to take over the remaining Term of the Agreement.
- Enter the premises where the LB System is located and take immediate possession of the LB System.

**Return of LB System**

Upon termination of this Agreement, and if the Agreement is not renewed, Organization agrees to return the LB System in good condition to Diamond Game at their own expense.

**Organization’s Locations**

Attached hereto as Exhibit “A” is a list of the locations where the Organization will operate the LB System. This Exhibit may be updated from time to time by the Organization and approved by Diamond Game in writing.

Initials: \_\_\_\_\_

**Payment**

After the Effective Date of this Agreement and continuing thereafter as long as the LB System is installed at any of the Organizations location(s), Organization shall pay for all linked bingo activities by ACH credit/debit. Diamond Game shall supply Organization with a Linked Bingo Sales Report (“Report”) available on their provided distributor portal which will include any credits/debits owed by Organization to Diamond Game and Diamond Game will debit/credit Organization’s bank account accordingly.

Please complete the following banking information:

Tax ID #: \_\_\_\_\_ Bank Name: \_\_\_\_\_

Bank Routing #: \_\_\_\_\_ Bank Account #: \_\_\_\_\_

**Indemnification**

Organization agrees to indemnify Diamond Game from any loss or damage to the LB System during the Term of this Agreement.

**Governing Laws and Venue**

This Agreement shall be interpreted according to the laws of the state of Minnesota. Repossession effected through legal process shall be governed by the laws of the state of Minnesota. The venue for legal proceedings regarding this Agreement shall be in St. Paul, Minnesota.

**Modification of Agreement**

No modification of any of the terms and conditions of this Agreement shall be valid unless made in writing and executed by both Diamond Game and the Organization. Any modifications to the Agreement must comply with Minnesota statutes and rules.

**Miscellaneous**

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators and assignees of the parties to this Agreement. No delay or omission by Diamond Game in the enforcement of any of its rights shall constitute a waiver. Any provision in this Agreement deemed invalid or unenforceable shall not invalidate the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Organization and Diamond Game have executed this Agreement as of the last date written below.

**“Organization”**

**“Diamond Game”**

Name: \_\_\_\_\_

Diamond Game Enterprises

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

## EXHIBIT "A" LIST OF ORGANIZATIONS SITES

Organization Name: \_\_\_\_\_

Site Name and #: \_\_\_\_\_

Site Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Site Phone Number: \_\_\_\_\_

Site ID: \_\_\_\_\_

Date Installed: \_\_\_\_\_ Initials: \_\_\_\_\_

Site Name and #: \_\_\_\_\_

Site Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Site Phone Number: \_\_\_\_\_

Site ID: \_\_\_\_\_

Date Installed: \_\_\_\_\_ Initials: \_\_\_\_\_

Site Name and #: \_\_\_\_\_

Site Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Site Phone Number: \_\_\_\_\_

Site ID: \_\_\_\_\_

Date Installed: \_\_\_\_\_ Initials: \_\_\_\_\_

Site Name and #: \_\_\_\_\_

Site Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Site Phone Number: \_\_\_\_\_

Site ID: \_\_\_\_\_

Date Installed: \_\_\_\_\_ Initials: \_\_\_\_\_

Site Name and #: \_\_\_\_\_

Site Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Site Phone Number: \_\_\_\_\_

Site ID: \_\_\_\_\_

Date Installed: \_\_\_\_\_ Initials: \_\_\_\_\_

Site Name and #: \_\_\_\_\_

Site Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Site Phone Number: \_\_\_\_\_

Site ID: \_\_\_\_\_

Date Installed: \_\_\_\_\_ Initials: \_\_\_\_\_

Initials: \_\_\_\_\_