

PROMOTION PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____, 20__ by and between the **Stockbridge-Munsee Community d.b.a. Mohican North Star Gaming and Resort** (“Casino”) located at W12180 County Hwy A, Bowler, WI 54416 and _____ (“Dealership”) located at _____.

Whereas, the Casino is conducting a Promotional giveaway (“Promotion”) that will run from _____, 20__ to _____, 20__. As part of this promotion, the Casino will display and then give away a _____ (“vehicle”) described below over the course of this Promotion; and

Whereas, the Casino requires vehicle to display on the premises as part of the Promotion and the Dealership is willing to provide the vehicle.

Now therefore, the parties agree as follows.

1. The Dealership agrees to furnish for display _____ mutually-agreed upon vehicle(s) to the Casino for use with the Promotion. The vehicle is described as follows:

2. The Casino will display the vehicle inside the facility in the Casino’s rotundas for the duration of the Promotion. Dealership shall deliver the vehicle on or before _____, 20__ for display and promotion.
3. In exchange for providing the vehicle for display, the Casino agrees that the Dealership will be identified as the vendor in relation to this Promotion, including by displaying the Dealership name and location prominently by the vehicles.
4. In addition, the Casino also agrees that it will purchase the vehicle from the Dealership for a total price of \$ _____. The Dealership will invoice the Casino for the vehicle following selection of the winners, with payment in full at the conclusion of the Promotion.
5. The parties understand that the winner may have the option of working with the Dealership to trade up to a vehicle of their choosing by paying the difference between the price of the winning vehicle to the price of the upgraded selection. The Casino will only be responsible for providing the Dealership with the payment as identified herein.
6. The parties understand and agree that the Casino will offer to the winner of each vehicle an option of a cash payout in lieu of the vehicle at _____ % of the cash value of the vehicle. If the winner chooses this option, Casino shall not be responsible for the purchase of said vehicle.

7. The winners will be responsible for all taxes, title, license, and dealer service fees associated with the vehicle. The parties agree to cooperate to ensure that this donation to the prize-winner is tax-exempt as permitted under Wisconsin law.
8. The Dealership shall be responsible for insuring the vehicle while on display at the Casino; however, the Casino will also maintain coverage on the vehicle under its property insurance while vehicle is on the Casino premises.
9. Dealership shall remove vehicle from Casino on _____, 20__ when the promotion has been completed to either prepare for the winner, if the vehicle is selected, or to return to their inventory.
10. Each party agrees to indemnify and hold the other harmless in relation to their own actions and responsibilities under this Agreement.
11. Any disputes arising under or pursuant to this Agreement that cannot be resolved by negotiation between the parties will be under the exclusive jurisdiction of the Stockbridge-Munsee Tribal Court.
12. The parties agree the contract documents may be executed and delivered by facsimile or other electronic means and such electronic signatures shall have the same effect as an original executed document.

INTENDING TO BE LEGALLY BOUND, the parties hereby sign below.

CASINO:

DEALERSHIP:

BY: _____
General Manager

BY: _____

Name / Title / Date