

PROMOTION PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into 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 _____ (“vehicle”) described below over the course of this Promotion; and

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

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(s) is described as follows:

2. The Casino will display the vehicle(s) inside the facility in the Casino’s rotunda for the duration of the Promotion. Dealership shall deliver the vehicle(s) on or before _____, 20____ for display and promotion.
3. In exchange for providing the vehicle(s) 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 vehicle(s)s.
4. The parties understand and agree that the Casino will offer to the winner of each vehicle(s) an option of a cash payout in lieu of the vehicle(s). If the winner chooses this option, Casino shall not be responsible for the purchase of said vehicle(s) as outline in paragraph 4.
5. If the winner selects the vehicle as the prize of the promotion, the Casino also agrees that it will purchase the vehicle(s) from the Dealership for a total price of \$_____. The Dealership will invoice the Casino for the vehicle(s) following selection of the winners, with payment in full at the conclusion of the Promotion. The Casino is owned and operated by a federally-recognized Indian Tribe and is a tax-exempt entity for this purchase based on Wisconsin law. Casino shall supply a tax-exempt certificate at the time of purchase.

6. The parties understand that the winner may have the option of working with the Dealership to trade up to a vehicle(s) of their choosing by paying the difference between the price of the winning vehicle(s) to the price of the upgraded selection. The Casino will only be responsible for providing the Dealership with the payment as identified herein.
7. The winners will be responsible for title, license, and additional dealer service fees associated with the vehicle.
8. The Dealership shall be responsible for insuring the vehicle(s) that are on display at the Casino; however, the Casino will also maintain coverage on the vehicle(s) under its property insurance while vehicle(s) are on the Casino premises.
9. Dealership shall remove vehicle(s) from Casino on _____, 20____ when the promotion has been completed to either prepare for the winner, if the vehicle(s) 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 shall be construed in accordance with and governed by the laws of the Stockbridge-Munsee Community. In the absence of tribal law on point, the laws of the State of Wisconsin shall apply.
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: _____

BY: _____

Name / Title / Date

Name / Title / Date