

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the **Stockbridge-Munsee Community** ("Tribe") d/b/a **Mohican North Star Gaming and Resort** ("Casino"), whose address is W12180 County Road A, Bowler, WI 54416, and \_\_\_\_\_ ("Contractor"), whose address is \_\_\_\_\_.

In consideration of the mutual terms, conditions and covenants hereinafter set forth, Casino and Contractor agree as follows:

1. The Casino hereby hires the Contractor as an independent contractor to provide services in accordance with this Agreement and Contractor agrees to provide such services.
2. This Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
3. Tribe shall pay to Contractor and Contractor shall accept from Tribe, as compensation for services provided pursuant to this Agreement, the sum agreed to in each Statement of Work ("SOW") executed by the parties. A sample SOW is attached as Exhibit A. All payments are net 30 upon receipt of a proper invoice. The Casino shall have no liability for any payroll taxes in relation to the Contractor. Contractor must submit a completed IRS Form W-9 to the Casino's finance department prior to any disbursements from the Casino.
4. Contractor shall provide the services detailed on each SOW. *(may add further details on the scope of work here)*

Contractor shall devote such time, attention and energies as required to meet Casino's timelines for deliverables.

5. Contractor warrants and represents that it has the requisite knowledge, skills and licensures to complete the Services. Furthermore, Contractor shall use the highest standard of care representative of its industry in performing Services for the Casino.

6. Contractor shall supply certificates of insurance to Casino from a reliable company with an A.M. Best Rating of A- or better, acceptable to Casino and licensed to do business in the State of Wisconsin before any work shall be authorized. The following coverages must be evidenced at industry standard levels but in no case less than the levels indicated:
  - a. Workers' Compensation Insurance at statutorily required levels.
  - b. Commercial General Liability Insurance at \$1 million per incident and \$2 million aggregate.
  - c. Errors and Omissions Insurance at \$1 million per incident and \$2 million aggregate.

Contractor's failure to supply or Casino's failure to request a certificate of insurance compliant with this Section shall not abrogate Contractor's duty nor waive this provision of the Agreement. The Casino shall also be listed as an additional insured.

7. If Contractor is unable to perform services pursuant to this Agreement by reason of illness, incapacity or death, compensation shall cease upon the happening of the event.
8. Neither party may assign this Agreement without the express written consent of the other.
9. Contractor is an independent contractor and nothing contained in this Agreement shall be deemed to constitute Contractor as a partner, agent or employee of the Casino, nor shall either have any authority to bind the other. Both parties agree to hold confidential and/or proprietary information that they learn based their performance under this Agreement in strict confidence and not use or divulge such information other than for the purposes of this Agreement. All ADT data disclosed to Contractor shall be returned to Casino at the end of the Agreement or in the alternative an affidavit evidencing the destruction of the data can be supplied.
10. This Agreement supersedes all prior discussions, oral or written, between the parties in relation to the subject matter and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.
11. If the Contractor is the subject of a judgment in favor of the Tribe, then the Casino may offset that outstanding debt by reducing the contract payment by the amount owed. While the Tribe may notice the Contractor of its actions taking this offset, it is not required to send separate notice to exercise this right of offset.
12. This Agreement shall be construed in accordance with and governed by the laws of the Stockbridge-Munsee Community, and in the absence of tribal law on point, by federal law or if no federal law on point, then Wisconsin law.
13. 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 hereto have caused this Agreement to be executed.

**CASINO:**

**CONTRACTOR:**

BY: \_\_\_\_\_  
*General Manager*

\_\_\_\_\_  
*Print name and title*

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# EXHIBIT A

THIS STATEMENT OF WORK ("SOW") is made by and between the **Stockbridge-Munsee Community** ("Tribe") **d/b/a Mohican North Star Gaming and Resort** ("Casino"), whose address is W12180 County Road A, Bowler, WI 54416, and ("Contractor"), whose address is

All terms and conditions contained in the Professional Services Agreement entered between the parties with an effective date of shall apply to this SOW.

1. Statement of Services:

2. Payment for Services:

3. Date for Deliverables:

4. This Agreement supersedes all prior discussions, oral or written, between the parties in relation to the subject matter and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.
5. 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 hereto have caused this Agreement to be executed.

**CASINO:**

**CONTRACTOR:**

BY: \_\_\_\_\_  
*General Manager*

\_\_\_\_\_  
\_\_\_\_\_  
*Print name and title*

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_