

SCOTTS BLUFF COUNTY KENO  
REMOTE LOCATION OPERATION AGREEMENT

Parties:

This Agreement made and entered into the \_\_\_\_\_ day of November, 2024, by and between Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as OPERATOR, and the Village of Morrill, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as Village.

Term:

The term of this Agreement shall be for three (3) years from the above date.

Condition to Agreement:

This Agreement is subject to approval of all governmental authorities from whom such approval is required including, but not limited to, the Nebraska Department of Revenue.

Equipment:

OPERATOR shall provide all equipment necessary for the operation of any Keno lottery game operated within the VILLAGE corporate limits. VILLAGE is not required to participate in any way to receive the agreed contribution of proceeds.

Proceeds:

OPERATOR agrees to contribute to VILLAGE five (5%) of the gross proceeds from of the following satellite keno operation within the village corporate limits located at Rustic Tavern, 122 Center Avenue, Morrill, Nebraska.

OPERATOR will remit to Village on a monthly basis, and agrees to make available to Village upon its request, any and all records sufficient so Village can verify that the dollar amount of the proceeds by Village from OPERATOR are as contracted for.

Consideration:

In consideration of the contribution of Keno proceeds by OPERATOR, VILLAGE agrees not to operate a Keno game in competition with OPERATOR during the term of this Agreement.

Community Development

All proceeds distributed pursuant to the Remote Location Operation Agreement between the parties, shall be expended by each party solely for community betterment purposes, as are authorized by statute.

Hold Harmless and Indemnification:

The OPERATOR agrees to hold VILLAGE harmless and indemnify such VILLAGE from any and all claims, liabilities, expenses and costs, including but not limited to attorney fees and court costs, by reason of their operation of this and any remote Keno locations with the corporate limits of VILLAGE.

Default:

In the event of default of any of the obligations or required performance by the parties hereto, the parties shall have their remedies at law or equity.

Miscellaneous:

This Agreement is the complete, entire and exclusive statement of the agreement between OPERATOR and VILLAGE with respect to the matters set forth herein, and supersedes all prior agreements as to such matters. No modification of the Agreement shall be binding unless agreed to in writing and signed by both parties. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered personally, by prepaid courier, or registered or certified mail, postage prepaid, return receipt requested, addressed to the attention of the parties at the addresses noted on the last page of this Agreement, or such other addresses as may hereafter be designated writing.

VILLAGE OF MORRILL, NEBRASKA,

By \_\_\_\_\_  
Village of Morrill Chairman of the Board of Trustees

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Date

SCOTTS BLUFF COUNTY, NEBRASKA

By \_\_\_\_\_ Mark Harris, Chairman of the Board

\_\_\_\_\_  
Charlie Knapper, Vice Chairman of the Board

\_\_\_\_\_  
Ken Meyer, Member

\_\_\_\_\_  
Russell Reisig, Member

\_\_\_\_\_  
Mike Blue, Member

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date