

SCOTTS BLUFF COUNTY KENO
REMOTE LOCATION OPERATION AGREEMENT

Parties:

This Agreement made and entered into the 18th 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 CITY of Mitchell, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as CITY.

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 CITY corporate limits. CITY is not required to participate in any way to receive the agreed contribution of proceeds.

Proceeds:

OPERATOR agrees to contribute to CITY five (5%) per cent of the gross proceeds from of the following satellite keno operations within the CITY corporate limits which are REDZ Bar located at 1333 Center Avenue, Mitchell, NE, and any other satellites locations established during the term of this agreement.

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

Consideration:

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

Community Development:

All proceeds distributed pursuant to this Agreement shall be expended by each party solely for community betterment purposes, as defined and authorized by statute.

Hold Harmless and Indemnification:

The OPERATOR agrees to hold CITY harmless and indemnify such CITY 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 CITY.

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 CITY 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 inure 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.

CITY OF Mitchell, NEBRASKA

By CITY of Mitchell Mayor

ATTEST:

CITY of Mitchell Clerk

(Board of Commissioner's signatures on following page)

SCOTTS BLUFF COUNTY, NEBRASKA

By _____ Mark Harris, Chairman of the Board

Charlie Knapper, Vice Chairman of the Board

Ken Meyer, Member

Mike Blue, Member

Russ Reisig, Member

ATTEST:

County Clerk

CONTACTS:

City of Mitchell Clerk
1280 Center Avenue
Mitchell NE 693657

Scotts Bluff County Clerk
1825 10th Street
Gering NE 69341