



VIA FACSIMILE AND
FIRST CLASS MAIL

December 16, 2011

Mr. Ernie Jones, Jr., President
Yavapai-Prescott Indian Tribe
530 E. Merritt
Prescott, Arizona
Fax: (928) 778-9445

RE: Gaming Ordinance amendment, approval

Dear President Jones:

This letter responds to your request for the National Indian Gaming Commission to review and approve an amended tribal gaming ordinance for the Yavapai-Prescott Indian Tribe (Tribe).

The Tribe's Law and Order Code Chapter 24-Regulation of Gaming (Gaming Code) was authorized by Resolution No. 11-100 on December 2, 2011. The amended Gaming Code includes the following revisions:

- Establishes term limits and amends qualifications for members of the Yavapai Gaming Commission;
- Allows the Tribe to withhold per capita payments for payment of Tribal Member Obligations; and
- Updates the Privacy Act and false statement notices language and the definition of Gaming Facility to be consistent with NIGC regulations.

Thank you for bringing these amendments to our attention and for providing us a copy of the updated ordinance. The ordinance is approved as it is consistent with the requirements of the Indian Gaming Regulatory Act and the NIGC's regulations. If you have any questions, please feel free to contact Staff Attorney Heather McMillan Nakai at (202) 632-7003.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stevens".

Tracie L. Stevens
Chairwoman

cc: Luis A. Ochoa, Attorney for Yavapai-Prescott

DEC - 9 2011

RESOLUTION NO. 11-100
OF THE GOVERNING BODY OF THE
YAVAPAI-PRESCOTT INDIAN TRIBE

WHEREAS, the Yavapai-Prescott Indian Tribe is a federally recognized Indian Tribe within the State of Arizona; and,

WHEREAS, the Yavapai-Prescott Indian Tribe Board of Directors is the governing body of the Yavapai-Prescott Indian Tribe, in accordance with the Tribal Articles of Association; and,

WHEREAS, the Yavapai- Prescott Indian Tribe Board of Directors is responsible for all matters that concern the welfare of the Tribe; and,

WHEREAS, the Yavapai-Prescott Indian Tribe Board of Directors recognizes the need to update Chapter 24, Regulation of Gaming, of the Tribe's Law and Order Code (Gaming Ordinance) through revisions of certain sections thereof, in the form attached hereto as Exhibit A and incorporated herein by reference, for the purpose of complying with the requirements of 25 C.F.R. part 522, and the Tribal-State Gaming Compact of 2003 and to submit an updated and revised Gaming Ordinance to the NIGC for approval; and,

WHEREAS, the Tribe's Board of Directors has reviewed the proposed amendments to Chapter 24, Regulation of Gaming, of the Yavapai-Prescott Indian Tribe's Law and Order Code in the form attached hereto.

NOW THEREFORE BE IT RESOLVED THAT the Yavapai-Prescott Indian Tribe Board of Directors hereby approves the proposed amendments to Chapter 24, Regulation of Gaming, of the Yavapai-Prescott Indian Tribe's Law and Order Code in the form attached hereto as Exhibit A.

BE IT FURTHER RESOLVED THAT the Yavapai-Prescott Indian Tribe Board of Directors approves revisions to Section 24.2 A and 24.4 D of the Tribal Law and Order Code. These revisions are effective December 2, 2011.

CERTIFICATION

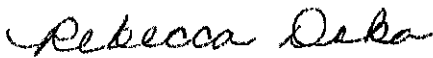
I, the undersigned, as President of the Board of Directors for the Yavapai-Prescott Indian Tribe, hereby certify that the Board is composed of five (5) members, of whom four (4) members, constituting a quorum, were polled this 2nd day of December, 2011 and that the foregoing Resolution was adopted by a vote of 4 for, 0 against, under the authority of the Articles of Association, Article I, Section 1(b).

Resol. No. 11-100
Page Two

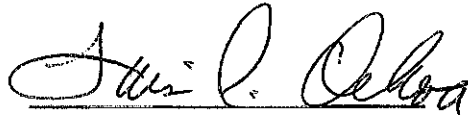


PRESIDENT, BOARD OF DIRECTORS
YAVAPAI-PRESCOTT INDIAN TRIBE

ATTEST:



SECRETARY/TREASURER,
BOARD OF DIRECTORS
YAVAPAI-PRESCOTT INDIAN TRIBE



LUIS A. OCHOA
ATTORNEY

The foregoing Chapter 24, Regulation of Gaming, of the Tribe's Law and Order Code is approved by the National Indian Gaming Commission.

By: _____
Name: _____
Its: _____
Date: _____

YAVAPAI-PRESCOTT INDIAN TRIBE LAW AND ORDER CODE
CHAPTER 24
REGULATION OF GAMING

24.1 Short Title, Interpretation, Findings and Statement of Purposes.

- A. Short Title. This Chapter may be cited as the Regulation of Gaming Chapter of the Yavapai-Prescott Indian Tribe's Law and Order Code.
- B. Interpretation. This Chapter shall be deemed an exercise of the sovereign power of the Tribe and the provisions of this Chapter are established for the accomplishment of the purposes stated below.
- C. Findings. The Board of Directors of the Tribe hereby finds:
1. that the orderly and honest conduct of gaming activities within the Tribe has been and will continue to be of vital importance to the economy of the Tribe, and to the general welfare of its members;
 2. that the continued growth and success of gaming within the Tribe are dependent upon public confidence and trust that such activities are conducted honestly and that they are free from criminal and corrupt elements, and that the facilities in which such activities are conducted are designed and maintained to assure the safety and comfort of patrons of the gaming activities;
 3. that such public confidence and trust can only be maintained by the comprehensive regulation of all people, practices, and activities related to the operation of the Tribe's gaming facilities; and
 4. all of the Tribe's establishments where gaming is conducted, and all people holding positions of responsibility with respect to any such activity, must therefore be licensed, and their activities monitored, to assure that the public health, safety, and general welfare of the inhabitants of the Tribe and the patrons of its gaming facilities are fully protected, and so as to assure the economic success of gaming activities within the Tribe.
- D. Purposes. This Chapter therefore is enacted, and shall be interpreted, so as to accomplish the following Tribal purposes:
1. the maintenance of the highest standards of honesty and integrity in the operation and regulation of any and all gaming activities within the Tribe;
 2. the maintenance of public confidence and trust in the honesty and integrity of such gaming and regulatory activities, and in the people engaged in such activities;

3. the maximum reasonable economic return to the Tribe as the owner of gaming facilities within the Tribe consistent with the fair and reasonable expectations of patrons of such activities and the assurance of their safety and comfort in participating in gaming activities;
4. compliance with all applicable laws of the Tribe and the United States of America pertaining to gaming, including but not limited to the Indian Gaming Regulatory Act of 1988, P.L. 100-497, 25 U.S.C. Section 2701, et seq., as amended (the "Act"), and the regulations promulgated by the National Indian Gaming Commission; and
5. to govern and regulate the operation, conduct and playing of (1) "Class II Gaming," as defined in the Act, and the regulations promulgated by the National Indian Gaming Commission, including games of Bingo, and (2) "Class III Gaming," as defined by the Act and the regulations promulgated by the National Indian Gaming Commission, and as authorized by and pursuant to the provisions of a Tribal-State Gaming Compact entered into between the Tribe and the State of Arizona under the provisions of the Act., so that revenue may be produced for the support of Tribal government programs which promote economic development and the health, education and welfare of the Tribe and its members.

24.2 Definitions.

A. Definitions. For purposes of this Chapter:

1. "Act" means the Indian Gaming Regulatory Act, Public Law 100 - 497, 25 U.S.C. §§ 2701 - 2721 and 18 U.S.C. §§ 1166 - 1168, and all regulations promulgated pursuant thereto.
2. "Chapter" means this Chapter for the Regulation of Gaming Activities within the Yavapai-Prescott Indian Tribe which governs the conduct of Gaming Activities within the Yavapai-Prescott Indian Tribe, all amendments hereto, and all regulations promulgated hereunder.
3. "Class I Gaming" means all forms of gaming defined as Class I in section 4(6) of the Act, 25 U.S.C. § 2703(6).
4. "Class II Gaming" means all forms of gaming defined as Class II in section 4(7) of the Act, 25 U.S.C. § 2703(7).
5. "Class III Gaming" means all forms of gaming as defined in section 4(8) of the Act, 25 U.S.C. § 2703(8).
6. "Compact" means the Tribal-State Compact entered into between the Yavapai-Prescott Indian Tribe and the State of Arizona pursuant to section 11 (d) of the Act, 25 U.S.C. § 2710(d).

7. "Distributor" means a Person who distributes Gaming Devices and/or material component parts of Gaming Devices.
8. "Game" means any scheme for the play of Class II or Class III Gaming other than a Gaming Device.
9. "Gaming Activities" means any forms of Class II and Class III Gaming conducted within the territorial jurisdiction of the Tribe pursuant to and in compliance with the Act and the Compact.
10. "Gaming Device" or "Electronic Game of Chance" means a mechanical device, an electro-mechanical device or a device controlled by an electronic microprocessor or another manner, whether that device constitutes Class II Gaming or Class III Gaming, that allows a player or players to play games of chance, whether or not the outcome also is affected in some part by skill, and whether the device accepts coins, tokens, bills, coupons ticket vouchers, pull tabs, smart cards, electronic in-house accounting system credits or some similar forms of consideration and, through the application of chance, allows a player to become entitled to a prize, which may be collected through the dispensing of coins, tokens, bills, coupons, ticket vouchers, smart cards, electronic in-house accounting system credits or other similar forms of value. Gaming Device does not include any of the following:
 - a. Those technological aids for Bingo games that function as electronic substitutes for bingo cards.
 - b. Devices that issue and validate paper lottery products and that are directly operated by Arizona State Lottery licensed retailers and their employees.
 - c. Devices that are operated directly by a lottery player and that dispense paper lottery tickets, if the devices do not identify winning or losing lottery tickets, display lottery winnings or disburse lottery winnings.
 - d. Devices that are operated directly by a lottery player and that validate paper lottery tickets for a game that does not have a predetermined number of winning tickets, if:
 - i. The devices do not allow interactive gaming;
 - ii. The devices do not allow a lottery player to play the lottery for immediate payment or reward;
 - iii. The devices do not disburse lottery winnings; and
 - iv. The devices are not Video Lottery Terminals, as defined in the Compact.

11. "Gaming Employee" means any individual employed as a Primary Management Official or Key Employee of a Gaming Operation of the Tribe and any individual employed in the operation or management of a Gaming Operation, including, but not limited to, any individual whose employment duties require or authorize access to restricted areas of a Gaming Facility not otherwise open to the public.
12. "Gaming Facility" means each place, facility, or location~~the buildings or structures~~ on Indian lands of the Tribe where the Tribe elects and/or allows~~in which~~ Gaming Activities to be~~are~~ conducted.
13. "Gaming Facility Operator" means the Tribal Enterprise owned, operated or designated by the Tribe as having the authority and responsibility for conducting Gaming Activities within the Tribe.
14. "Gaming Operation" means any Gaming Activities conducted within a Gaming Facility.
15. "Gaming Services" means the providing of any goods or services, except for legal services, to the Gaming Facility Operator in connection with the operation of Class II or Class III gaming in a Gaming Facility, including, but not limited to, equipment, transportation, food, linens, janitorial supplies, maintenance, or security services for the Gaming Facility, in an amount in excess of \$10,000 in any single month.
16. "Indian Lands" means land as defined in 25 U.S.C. § 2703(4)(A) and (B), subject to the provisions of 25 U.S.C. § 2719.
17. "Internal Control System" or "ICS" means the Gaming Facility Operator's written internal control system required under Section 24.15(E)(2) of this Chapter and Section 11 of the Compact under which each Gaming Facility is operated and that complies with and implements the minimum internal control standards established by the Yavapai Gaming Commission pursuant to Section 24.4(F)(26) of this Chapter.
18. "Key Employee" means:
 - a. A Gaming Employee who performs one or more of the following functions: (1) Bingo caller; (2) Counting room supervisor; (3~~2~~) Chief of security; (4~~3~~) Custodian of gaming supplies or cash; (5~~4~~) Floor manager; (6~~5~~) Pit boss; (7) Dealer; (8) Croupier; (9) Approver of credit; or (10) Custodian of Gaming Devices including persons with access to cash and accounting records within such devices;

- b. Any individual employed by the Gaming Facility Operator whose total cash compensation from his or her employment by the Gaming Facility Operator exceeds \$50,000 per year; and
 - c. The four most highly compensated employees of the Gaming Facility Operator.
19. "Management Contract" means a management contract within the meaning of 25 U.S.C. §§ 2710(d)(9) and 2711.
 20. "Management Contractor" means a Person who has entered into a Management Contract with the Gaming Facility Operator which has been approved pursuant to 25 U.S.C. §§ 2710(d)(9) and 2711.
 21. "Manufacturer" means a Person that manufactures Gaming Devices and/or material component parts of Gaming Devices.
 22. "MICS" means the minimum internal control standards established by the Yavapai Gaming Commission pursuant to Section 11 of the Compact and Section 24.4(f)(xxvi) of this Chapter.
 23. "NIGC" means the National Indian Gaming Commission established pursuant to 25 U.S.C. § 2704.
 24. "Net Revenue" means the gross gaming revenues of the Gaming Facility Operator less amounts paid out as, or paid for, prizes and total operating expenses, excluding management fees.
 25. "Person" includes Gaming Employees, natural persons, as well as corporations, limited liability companies, partnerships, and other unincorporated associations, societies, or firms.
 26. "Primary Management Official" means: (1) the individual having management responsibility for a Management Contract; (2) any individual who has authority to hire and fire employees or to set up working policy for a Gaming Operation; and (3) the chief financial officer or other individual who has financial management responsibility for a Gaming Operation.
 27. "Principal" means with respect to any entity:
 - a. Each of its officers and directors;
 - b. Each of its principal management employees, including its chief executive officer, its chief financial officer, its chief operating officer, and its general manager;
 - c. Each of its owners or partners, if an unincorporated business;

- d. Each of its shareholders who own more than ten (10) percent of the shares of the corporation, if a corporation;
 - e. Each Person other than a banking institution who has provided financing for the entity constituting more than ten (10) percent of the total financing of the entity; and
 - f. Each of the beneficiaries and trustees of a trust.
28. "Privacy Act" means the Privacy Act of 1974, as amended (P.L. 93-579, as amended; 5 U.S.C. § 552a), and the obligations and responsibilities placed on the United States government under the Privacy Act as applied to the NIGC pursuant to the Act.
29. "Restricted Area" for purposes of the Compact and this Chapter means cashiers cages, count rooms, vault and any other area specifically designated as such by the Yavapai Gaming Commission pursuant to Rules promulgated by the Yavapai Gaming Commission under this Chapter.
30. "Rule(s)" means the rules or regulations promulgated or adopted by (1) the NIGC; and/or (2) the Yavapai Gaming Commission pursuant to this Chapter, so long as the Rules of the YGC are consistent with the Act, the Compact and this Chapter.
31. "State" means the State of Arizona, and its authorized officials, agents, and representatives.
32. "Tribal Enterprise" means a wholly-owned enterprise of the Tribe authorized under the Tribe's Articles of Association, designated by the Tribe's Board of Director's to be the Gaming Facility Operator.
33. "Tribal Gaming Regulatory License" or "License" means a license issued pursuant to this Chapter by the Yavapai Gaming Office and a "Licensee" means any natural person or entity who has been licensed by the Yavapai Gaming Office to be involved or employed in the Gaming Operation, any Management Contractor, Gaming Financier, Manufacturer, Distributor or supplier of Gaming Services to the Tribe or to its Gaming Operation, as such terms are defined in the Compact, and any other Applicant for State Certification as required by the Arizona Department of Gaming or the Compact.
34. "Tribe" means the federally recognized Yavapai-Prescott Indian Tribe of Yavapai County, Arizona.
35. "Yavapai Gaming Commission" or "YGC" means the agency or commission designated by legislative action of the Yavapai-Prescott Indian Tribe as the Tribal entity which shall exercise the civil regulatory authority of the Tribe over and responsibility for oversight of Gaming Activities by the Tribe or on Indian Lands of the Tribe.

Some words or phrases in this Chapter with initial capital letters are defined in the Compact. Unless otherwise defined herein, the terms in this Chapter shall have the same meaning as in the Compact, which definitions are incorporated herein by this reference.

24.3 Tribal Ownership and Use of Net Revenues.

- A. Tribal Ownership of Gaming Activities. All Gaming Activities within the Tribe shall be owned entirely by the Tribe and conducted and operated by the Gaming Facility Operator.
- B. Use of Net Revenues. The net revenues received by the Tribe from all Gaming Activities shall be used exclusively for one or more of the following purposes:
1. to fund government operations or programs of the Tribe;
 2. to provide for the general welfare of the Tribe and its members;
 3. to promote the Tribe's economic development;
 4. to benefit charitable organizations providing services within the Tribe or to donate to charitable organizations;
 5. to make per capita payments to enrolled members of the Tribe, subject to compliance with all applicable laws of the United States and the Tribe and Section 24.3(C) below.
- C. Authority to Withhold Per Capita Payments for Payment of Tribal Member Obligations. The Tribe shall have the express authority to withhold any tribal member's per capita payments and to pay such amounts to the Tribe for its own account in order to repay the Tribe for any tribal funds levied or seized from the Tribe by a government agency (enforcing federal law) for the payment of a debt or other legal obligation of a tribal member until such time as the entire balance of the levied or seized tribal funds is paid or otherwise satisfied in full from such tribal member's per capita payment distributions.

24.4 Yavapai Gaming Commission and Yavapai Gaming Office.

- A. Establishment of the Tribe's Gaming Commission. There is hereby established the Yavapai Gaming Commission (hereinafter "YGC"), as the Tribal entity which shall have and exercise the civil regulatory authority of the Tribe over Gaming Activities conducted within the exterior boundaries of Tribe or on Indian lands of the Tribe as specifically provided in this Chapter. The YGC is an autonomous governmental entity of the Tribe wholly independent from the Tribe's Board of Directors and the Gaming Operation, subject only to the preeminent legislative authority of the Tribe's Board of Directors. The YGC shall be deemed a law enforcement agency for purposes of accessing criminal history information.
- B. Commission Structure. The YGC shall be administered and supervised by a Board of Commissioners consisting of not less than three (3) nor more than five (5)

Commissioners. The Board of Directors of the Tribe shall have the sole authority to determine the composition and exact number of Commissioners of the YGC from time to time and shall appoint an Executive Director of the YGC who shall have overall responsibility for the administrative and regulatory functions of the YGC. All members of the Commission, with the exception of the Executive Director, shall be members of the Tribe. Vacancies in the Commission shall be filled by appointment by the Tribe's Board of Directors, and Commissioners may be appointed to successive terms. Each Commissioner's term shall be for a period of three (3) years from the date of appointment by the Tribe's Board of Directors. Members of the YGC shall continue serving after expiration of their term of office until a successor has been appointed. At least one (1) of the Commissioners shall possess strong managerial experience in Gaming Operations, the regulation of Gaming Activities or Gaming Operation audits and financial controls.

- C. Commissioner Qualification. All Commissioners must be over the age of twenty-one (21), must be persons of the utmost honesty and integrity, must never have been convicted of a felony involving theft, embezzlement or a crime involving moral turpitude, and must be persons whose prior activities, reputation, habits and associations shall not in any way jeopardize the effective regulation of Gaming Activities or the Tribe's and public's trust, confidence or interest. Compensation of the Commissioners shall be established by the Tribe's Board of Directors. Commissioners may be removed for neglect of duty, malfeasance in office, or for other good cause shown, after a plenary hearing, duly noticed and conducted. No Commissioner may be affiliated with or employed by the Gaming Operation in any capacity, and no Commissioner shall gamble in any Gaming Facility or assume any personal financial interest in any gambling by any Patron of the Gaming Facility. Unless otherwise specifically provided in this Chapter, a majority vote of the YGC shall be deemed sufficient to effectuate any decision or action which this Chapter authorizes the YGC to make. In addition, unless otherwise provided in this Chapter, a decision or action by the YGC shall be final and not subject to review by any court or judicial forum.
- D. Executive Director of the YGC. The Executive Director of the YGC shall have overall responsibility of the day-to-day administrative functions of the YGC and regulation of Gaming Activities on behalf of the YGC. The Executive Director of the YGC shall serve at the pleasure of the Board. The appointment shall be subject to approval by a majority vote of the Board of Directors. The job performance of the Executive Director shall be reviewed periodically by the Tribe's Board of Directors who shall submit a written report of each such review to the Tribe's Human Resources Department. The Executive Director shall provide regular YGC reports/updates to the Tribe's President and/or Board of Directors. The Executive Director may be removed by the Tribe for neglect of duty, malfeasance in office, or for other good cause shown, after a plenary hearing, duly noticed and conducted. The Executive Director shall have the power, in the name of the YGC, to conduct any hearing, investigation or inquiry, to compel the production of any information or documents, issue violation notices, and otherwise to exercise all investigatory and regulatory powers of the YGC under this Chapter. The Executive Director shall be responsible for the coordination of the functions of the YGC with the Arizona Department of

Gaming and other federal, state and local agencies as necessary. The Executive Director of the YGC shall be the agent of the Tribe for service by the NIGC of any official determination, order or notice of violation under 25 C.F.R. 519.1. The YGC may direct the Executive Director to conduct a preliminary investigation and to render a recommendation to the YGC with respect to the grant, denial or revocation of any tribal gaming license, the imposition of any penalty, the investigation of any complaint, alleged Compact violation or any other action within the jurisdiction of the YGC under this Chapter.

- E. Additional Staff. The YGC may employ additional staff as deemed necessary by the YGC in order to carry out the civil regulatory obligations of the YGC.
- F. Powers and Duties of the YGC. The YGC shall have the following powers and duties:
1. to have and to exercise primary responsibility for the day-to-day regulation of all Gaming Activities on Indian Lands of the Tribe in order to ensure the integrity thereof;
 2. to investigate any aspect of the Tribe's Gaming Operation and Gaming facility Operator in order to protect the public interest in the integrity of Gaming Activities and to prevent improper or unlawful conduct. The YGC may investigate any report of a failure of any Gaming Operation to comply with the provisions of the Act, the Compact, this Chapter and the Rules;
 3. to carry out each of the responsibilities and duties set forth for the "Tribal Gaming Office" in the Compact;
 4. to issue, limit, condition, restrict, renew, suspend and/or revoke Tribal Gaming Regulatory Licenses in accordance with this Chapter.
 5. to issue forms for Tribal Gaming Regulatory License applications, perform background investigations of license applications, withhold licenses pending investigations, approve or deny applications and issue or require the issuance of employee identification cards and Tribal Gaming Regulatory Licenses;
 6. require each Management Contractor or the Gaming Facility Operator to prepare a plan for the protection of public safety and the physical security of Patrons of Gaming Facilities, setting forth the respective responsibilities of the YGC, the security departments of the Gaming Operations, any Tribal police agency and, if appropriate, any State or local police agency. Such plan, and any subsequent modifications thereof, shall be reviewed and adopted by the YGC with such modifications as the YGC shall deem proper;
 7. to operate the surveillance systems for each Gaming Facility, review and approve surveillance coverage for each Gaming Facility and, if needed or

required, confer with the Arizona Department of Gaming or other organizations regarding the adequacy of such surveillance;

8. receive informal notice of changes to the casino floor layout by the casino manager or Gaming Facility Operator;
9. promulgate, review, revise as necessary, and adopt Rules to govern the integrity of the Gaming Operation so long as such rules are consistent with the Act, the Compact, this Chapter; and/or NIGC Rules;
10. establish a list of Persons permanently barred from the Gaming Facilities because of their criminal history or association with organized crime or any member of organized crime or any Person who poses a threat to the integrity of Gaming Activities. The YGC shall employ its best efforts to exclude persons on such list from entry into the Gaming Facilities. The YGC shall send a copy of its list on a monthly basis to the Arizona Department of Gaming and the Gaming Facility Operator, along with detailed information regarding why the person has been barred and the barred persons photograph, driver's license information, and/or fingerprints, to the extent such items are in the possession of the YGC.
11. The YGC, Management Contractor, and/or Gaming Facility Operator, acting independently or jointly, are authorized to refuse service, access, and entry to the Gaming Facility to individuals whose conduct is contrary to the public interest and whose presence may be injurious to the peace, health, or welfare of the Patrons or employees of the Gaming Facility;
12. review and approve the Technical Standards and rules of each Game, Gaming Device or Gaming Activities operated by any Gaming Operation, and ensure that such Game and Gaming Devices conform to the Technical Standards and Rules, and shall, in accordance with the Compact, propose to the Arizona Department of Gaming any changes to such Technical Standards and Rules as the YGC deems appropriate;
13. issue any notice(s) and/or impose civil penalties for violations of the Act, the Compact, this Chapter, and/or the Rules, in accordance with this Chapter;
14. subject to approval and authorization by the Tribe's Board of directors, initiate civil actions in the name of the Tribe, in the courts of the Tribe, the State or the United States to enforce or enjoin violations of the provisions of the Act, the Compact, this Chapter and/or the Rules;
15. receive any complaint from any person, including the public or any employee of any Gaming Operation, who is or who claims to be adversely affected by any act or omission of a Gaming Operation or any employee thereof, and which is asserted or alleged to violate the Act, the Compact, this Chapter or the Rules. Within three (3) days of receiving such a complaint, the YGC shall give the Gaming Operation notice and

opportunity to provide written comment. The YGC, in making its decision, shall review and give due consideration to both the complaint and the written comments of the Gaming Operation. After its review, the YGC, in its sole discretion, may conduct a hearing and receive additional evidence regarding the issues identified in the complaint. Subsequent to its review, the YGC may impose such remedial action as it deems appropriate to bring the Gaming Operation into compliance with the subject provision. The Gaming Operation shall have all protections and rights provided to it in Section 24.14 of this Chapter;

16. adopt an annual operating budget which shall be subject to the approval of the Tribe's Board of Directors. The expenses of the YGC shall be assessed against the Gaming Operations, and the Gaming Operations shall pay such assessments to the Tribe.
17. employ such staff from time to time as it deems necessary to fulfill its responsibilities under the Act, the Compact, this Chapter and/or the Rules, including investigative services, to assist it with respect to any of the issues over which the YGC exercises jurisdiction. The YGC, consistent with prevailing laws of the Tribe, shall establish its own Bylaws, personnel policies and procedures. The YGC's personnel policies and procedures shall be consistent wherever possible with the general personnel policies and procedures of the Tribe. The YGC shall confer with Tribe's Personnel Manager for the sole purpose of ensuring compliance with applicable laws governing personnel matters of the YGC;
18. to compel upon reasonable notice any Tribal Gaming Regulatory License licensee, any Person employed by a Gaming Operation and any Person doing business with a Gaming Operation to appear before it and to provide such information, documents or other materials as may be in their possession to assist in an investigation conducted by the YGC;
19. to issue subpoenas and to compel the attendance of witnesses at any place within the Tribal lands, to administer oaths and to require testimony under oath;
20. adopt a schedule of fees, if any, and charges for the issuance of Tribal Gaming Regulatory Licenses, including application fees and annual renewal fees, as shall be determined established by the Tribe's Board of Directors. In addition, the YGC may impose such fees on Tribal Gaming Regulatory License licensees as are reasonably related to the making of background investigations and the costs of enforcement of this Chapter and of the licenses issued hereunder;
21. require each Distributor and each Manufacturer to verify under oath, on forms prescribed by the YGC, that the Gaming Devices distributed or manufactured by them for use at any Gaming Facility comply with the Technical Standards and all requirements of the Act, the Compact, this

Chapter and/or the Rules. The YGC may require the testing of any Gaming Device, at the expense of the Distributor or Manufacturer thereof, to ensure such compliance.

22. for the purpose of enforcing the Act, the Compact, this Chapter and/or the Rules, the YGC may enter at any time any Gaming Facility within the Indian Lands of the Tribe to inspect the Gaming Facility, its employees and operations, its equipment and supplies, its business records and books of account or any other financial records or documents pertaining to the business operations of the Gaming Facility, and to make summaries or photocopies of any such documents or other records as the YGC deems useful or necessary to its purposes;
23. for the purpose of enforcing the Act, the Compact, this Chapter, and/or the Rules, summarily seize and remove or impound any equipment, supplies, documents or records from any Gaming Facility for the purpose of examination;
24. to review, approve and recommend final approval or disapproval to the Tribe's Board of Directors; of any proposed Management Contract, contract for Gaming Services or Gaming Devices, or any leases of land for the site of a Gaming Facility, that require the expenditure of the Tribe's funds to determine whether such contract or lease complies with the Act, the Compact, this Chapter or the Rules.
25. to remove from any Gaming Facility and the surrounding premises controlled by the Gaming Facility Operator any individual barred from the Tribe's Gaming Facilities as provided in Section 24.4 (F)(10) above;
26. establish and implement the MICS to achieve the objectives set forth in Section 24.15(E) hereof and any proposed changes to those standards, subject to final the approval by the Tribe's Board of Directors, which shall, at a minimum, provide a level of control which equals or exceeds either the level of controls required by the minimum internal control standards (1) set forth in Appendix H of the Compact, or (2) as established by the NIGC, whichever is more stringent, as required by Section 542.4 of the NIGC's minimum internal control standards. The YGC shall inform the Arizona Department of Gaming in writing of any changes to such MICS;
27. to review and approve the Gaming Facility Operator's ICS, or any proposed and approved changes thereto, prepared and submitted by the Gaming Facility Operator for compliance with the MICS established by the YGC and to issue a letter either approving or disapproving such ICS or any changes thereto prior to implementation of such ICS or any proposed changes thereto by the Gaming Facility Operator; and to review policies and procedures prepared and submitted to the YGC by the Gaming Facility Operator for use in the Gaming Facilities;

28. to perform background investigations on every applicant for a Tribal Gaming Regulatory License under this Chapter or to review and accept the results of the background investigations performed by the Arizona Department of Gaming for every Applicant that is required to be certified by the Arizona Department of Gaming, including all applicants for positions of employment with the Gaming Facility Operator;
29. to approve or deny applications for Tribal Gaming Regulatory Licenses or to limit, condition, restrict, revoke, or suspend any such license which it has granted pursuant to the procedures in this Chapter;
30. to issue Tribal Gaming Regulatory Licenses and employee identification cards in the form designated by the YGC, which cards shall include a photograph, the employee's first and last name, a unique identification number, the Tribe's seal, and an expiration date;
31. to issue reasonable regulations limiting or restricting the access of Persons who are not Gaming Employees to the non-public areas of a Gaming Facility;
32. to detain individuals who may be involved in illegal activities, for purposes of notifying and summoning appropriate law enforcement authorities; and
33. to do all other things reasonably necessary in furtherance of or for the proper and efficient exercise of the other powers and responsibilities placed upon the YGC by the Act, the Compact, this Chapter and/or the Rules.

G. YGC Termination of Vendor Contracts. Based only on the criteria for tribal licensing as set forth in this Chapter or the Act and Arizona Department of Gaming certification of vendors as set forth in the Compact, the YGC may direct the Gaming Operation or the Gaming Facility Operator to terminate any business relationship with any unsuitable vendor and/or agreement. Any vendor and/or party to an agreement determined to be unsuitable may appeal from such a determination in the same manner as is set forth in Section 24.14 of this Chapter.

H. Procedures of the YGC. The YGC shall conduct its operations and instruct the YGC Executive Director to act in accordance with procedural resolutions and safeguards adopted in accordance with this Chapter.

1. Regular meetings of the YGC may be held upon such notice, and at such time and place as shall from time to time be fixed by the YGC. Nothing in this provision shall be construed to restrict the YGC's ability to conduct special or emergency meetings upon such notice as is required by this Chapter.
2. Special meetings of the YGC may be called by the Executive Director or by a majority of the YGC Commissioners upon written notice. The

person(s) calling the special meeting shall fix the time and place thereof. Neither the business to be transacted at, nor the purpose of, any special meeting of the YGC need be specified in the written notice of the meeting.

3. At any meeting of the YGC, a majority of the Commissioners then in office shall constitute a quorum for the transaction of business. The vote of a majority of the Commissioners present at a meeting at which a quorum is present shall be the act of the YGC, except where this Chapter otherwise requires an action to be taken by the vote of a majority of the Commissioners of the YGC then in office. The YGC Executive Director shall preside at all YGC meetings, unless the Executive Director designates another member to preside in his/her absence. In the event of any tie vote, the YGC Executive Director shall vote on such matter(s) to break any tie.
 4. Any action required or permitted to be taken at a YGC meeting may be taken without a meeting if all of the members of the YGC sign written consents setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of the YGC, and shall have the same effect as a unanimous vote of the YGC at a legal meeting thereof.
 5. YGC members may participate in a YGC meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting in such manner by any member who does not object at the beginning of such meeting to the holding thereof in such manner shall constitute presence in person at such meeting.
 6. Any hearing conducted by the YGC under this Chapter may, at the direction of the YGC, be conducted by the Executive Director of the YGC or by one or more members of the YGC designated by the YGC for that purpose.
- I. Temporary Orders. The YGC, its Executive Director or any two (2) YGC Commissioners acting jointly upon a written affidavit signed by both persons, setting forth with reasonable specificity the harm, shall have the authority to protect the integrity of Gaming Activity by issuing temporary orders. These temporary orders shall be issued for the sole purpose of directing a Gaming Operation, Gaming Facility Operator, Gaming Employee or any natural person, entity, or agency within the Tribe's jurisdiction to take any action or to cease and desist from any action which constitutes an immediate emergency situation that threatens the public safety, health, welfare and/or the integrity of Gaming Activity. All such affidavits must:
1. state with specificity all facts constituting an immediate emergency situation that threatens the public safety, health, welfare and/or the integrity of Gaming Activity;

2. be immediately delivered by hand to a Primary Management Official, the Gaming Facility Operator and the Tribe's President; and
 3. the temporary order and the supporting affidavit shall, upon request by any affected person, be subject to review by the YGC at its earliest opportunity. In any event, all such temporary orders shall expire within 72 hours from their initial issuance, unless extended after notice and opportunity to be heard is granted to any affected person.
- J. Prohibition. No member or employee of the YGC shall participate as a player in any Gaming Activity conducted on the Indian Lands of the Tribe.
- K. Gaming Inspectors. For the purpose of ensuring compliance with the Act, the Compact, this Chapter, and/or the Rules, the YGC shall employ Gaming Inspectors who shall report to and be under the supervision of the YGC Executive Director and not under the supervision of any Management Contractor or any Gaming Operation. For the purpose of ensuring compliance with the Act, the Compact, this Chapter and/or the Rules, the Gaming Inspectors shall have unfettered access to all facilities of all Gaming Operations at all times, including all Gaming Facilities and all other locations where any equipment, goods, supplies, books, records or other material relating to Gaming Activities is kept or stored. For such purposes, personnel employed by any Gaming Operation shall provide access to Gaming Inspectors to locked and secure areas of the Gaming Facilities. Gaming Inspectors shall report to the Executive Director of the YGC regarding any failure by a Gaming Operation to comply with any of the provisions of the Act, the Compact, this Chapter or the Rules. Gaming Inspectors may also receive customer complaints with respect to any Gaming Operation and shall assist in seeking voluntary resolution of such complaints.
- L. Licensing of YGC Personnel. The Tribe shall not employ any individual in the YGC unless the YGC has first issued the individual a Tribal Gaming Regulatory License. YGC Commissioners shall not be subject to the foregoing requirement. Before issuing a Tribal Gaming Regulatory License, the YGC shall conduct a background investigation of each applicant for a Tribal Gaming Regulatory License, which investigation shall comply with any requirements of the Act or the Compact, to ensure that the applicant is qualified for a Tribal Gaming Regulatory License. Any individual who is not an enrolled member of the Tribe also shall be certified by the Arizona Department of Gaming pursuant to the Compact before being employed by the YGC. The YGC shall not issue a Tribal Gaming Regulatory License to any individual, and shall revoke any such license issued to any individual, whom it determines:
- a. has been convicted of any felony or gaming offense within ten (10) years from the date of the application and in the case of a felony conviction, the felony was for a crime involving theft, burglary, embezzlement, assault with a deadly weapon or murder;

- b. has knowingly and willfully provided materially important false statements or information or omitted materially important information on his or her license application; or
- c. is an individual whose prior activities, criminal record, if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto.

M. Issuance of Rules.

- 1. The YGC, by majority act of the YGC at a duly convened meeting at which a quorum is present, shall from time to time promulgate and issue Rules governing any aspect of its responsibilities under this Chapter, which, so long as they are in furtherance of and not in conflict with or in any manner amends any provision of this Chapter, the Compact or the Act, shall have the force of law, upon approval or adoption by the Tribe's Board of Directors. Without limitation, the matters to be addressed by such Rules may include the following:
 - a. the time and manner for applying for a Gaming Facility Operator's License under this Chapter, and the specific information to be provided in connection with such application, including information necessary for adequate assessment of the applicant's background, and the manner in which such applications will be processed;
 - b. the procedure by which applicants for licenses under this Chapter shall apply for such licenses, including the information to be provided by the applicant necessary for adequate assessment of the applicant's background, and the manner in which such applications will be processed;
 - c. the specific types of accounting, security, recordkeeping and reporting measures required by this Chapter, the Compact or the Act to be in place and functioning at any Gaming Facility licensed under this Chapter: and
 - 4 the YGC procedures for YGC investigations, notices, proceedings, hearings, sanctions or appeals as may be required or authorized by this Chapter.

2. Except in emergency situations addressed in subsection (iii) below, prior to promulgating final Rules, the YGC shall provide the proposed Rules directly to the Board of Directors of the Tribe for review, comments and final approval.
3. In the event the YGC determines that an immediate rule-making is necessary to avoid serious jeopardy to the integrity of any Gaming Activities within the Tribe, or otherwise to deal with an emergency situation affecting the responsibilities of the YGC, the YGC may, upon making an express written finding as to such emergency, issue final Rules to take effect immediately; provided, that the YGC shall publish notice and request comments on such Rules in the same manner as is provided above, and upon consideration of any comments received, shall make such amendments to such final Rules as the YGC deems appropriate.
4. All final Rules approved by the Tribe's Board of Directors shall be officially filed with the Tribe's Board of Directors, the Office of the Tribe's President and the YGC's Executive Director.
5. Any ICS modified in accordance with Section 24.15 (E)(3) are exempt from the provisions of subsections (ii) and (iii) of this Section.

N. Petition for Self-Regulation. In the event the Tribe determines that the Tribe is eligible therefore and upon request by the Tribe's Board of directors, the YGC shall submit to the NIGC an application for a Certificate of Self-Regulation, under the provisions of 25 U.S.C. § 2710(c)(4). The YGC shall do everything necessary and appropriate to obtain such Certificate and to maintain the Certificate in good standing.

24.5 Detention of Persons and Notification of Law Enforcement Authorities.

- A. Detention Area. Pursuant to the Compact, the Gaming Facility Operator shall at all times maintain an area within the Gaming Facility for the temporary detention of persons who may be involved in illegal activities within the Gaming Facility, for the purpose of notifying appropriate law enforcement authorities. Such temporary detention area shall be equipped with both video and audio recording capabilities.
- B. Video and Audio Observation. All individuals confined in such area shall be under both video and audio observation at all times during the temporary detainment provided for in this Section.
- C. Notification of Surveillance Department. Upon placing such Persons in the temporary detainment area, the representative of the Gaming Facility Operator or the YGC shall immediately notify the Surveillance Department of the Gaming Facility that such Persons have been placed in detainment, and shall immediately cause the video and audio recording capabilities of the temporary detainment area to be activated, so as to maintain continuous observation of such Persons. The video and audio recording capabilities shall remain activated throughout the temporary detention of the Persons placed in this area, including the removal of said persons

from the detainment area by the Tribe's Police Department or other appropriate law enforcement authorities.

- D. Law Enforcement Notification. Upon placing said persons in the temporary detention area as set forth above, the representatives of the Gaming Facility Operator or YGC making the placement shall immediately notify the Tribe's Police Department or other appropriate law enforcement authorities of said detention, and shall request that the Tribe's Police Department or other law enforcement authorities transfer custody of said individuals from detention as quickly as possible.

24.6 Gaming Facility License.

- A. Requirement of License. No Gaming Activities shall be conducted in any Gaming Facility unless the YGC first has issued a Gaming Facility License for the Gaming Facility under the provisions of this Chapter.
- B. Standards for Issuance of License. The YGC shall not issue a Gaming Facility license for any facility at which Gaming Activities are to be offered unless the Gaming Facility meets the following requirements:
1. the physical facility within which the Gaming Activities are to be conducted is designed and constructed in compliance with the laws of the Tribe, the requirements of the Compact, the Act and any applicable NIGC regulations, so as to ensure the health and safety of all employees and patrons of such activities, and the protection of the natural environment from any contamination due to discharge of waste or unreasonable disturbance of the land surface;
 2. the Gaming Activities to be conducted within the Gaming Facility will lawfully be carried on by the Tribe under the Compact, the Act, and this Chapter and the facilities are appropriate to the carrying on of such activities;
 3. the Gaming Facility Operator will adequately staff and equip the Gaming Facility to ensure the safety, comfort and convenience of the patrons thereof, and the Gaming Facility Operator has taken adequate measures to provide for traffic, emergency service accessibility, food, drink and sanitary needs for patrons and employees, security, law enforcement and other concerns raised by the type of Gaming Activities proposed to be undertaken in compliance with this Chapter, the Compact and the Act;
 4. the Gaming Facility Operator has entered into a Management Contract or has made provision for management of the facility under terms and provisions that ensure that the Gaming Activities will be carried out in a manner consistent with the requirements of this Chapter, that the contracting party or parties have received appropriate licenses issued under the provisions of this Chapter, and that all employees hold Gaming Employee's Licenses issued under the provisions of this Chapter; and

5. in all other relevant respects, the Gaming Facility will be operated in a way that is fully consistent with the provisions of this Chapter, and that its operation will further the interests of the Tribe with respect to its operation of Gaming Activities.

C. Application for a New or Amended License, Procedure.

1. The Gaming Facility Operator shall obtain a new or amended Gaming Facility License before commencing operations at a new facility or commencing new activity at a licensed facility for which an amended license is required.
2. The YGC shall prescribe the information required to be submitted with such applications, but at a minimum, such application for licensing a new facility shall include the following:
 - a. the name, specific position and job description of all individuals to be employed as Primary Management Officials or Key Employees at the facility;
 - b. job descriptions for every other position in which individuals will be employed at the facility;
 - c. a detailed description of the Gaming Activities to be engaged in at the facility, together with expected payouts to winners;
 - d. a description of the internal controls, plan of organization and all coordinate methods and measures for the safeguarding of assets, ensuring the accuracy and reliability of its accounting data, promoting operational efficiency and encouraging adherence to prescribed managerial policies;
 - e. detailed plans for the facility, including landscaping, traffic controls, parking, food and drink services, and other physical aspects of the building;
 - f. a detailed description of how security will be maintained at the facility, identifying the Persons, agencies or entities that will provide such security;
 - g. a detailed description of how gaming proceeds will be accounted for and disposed of on a daily basis;
 - h. a copy of any proposed Management Contract or other contractual arrangement by which the activities at the facility are to be managed;
 - i. a description of provisions for dealing with fire or other potential emergencies at the facility;

- j. a detailed description of how sewage and other waste products from the facility will be handled and disposed of; and
 - k. any other information relevant to the proposed operation of the facility or requested by the YGC as part of the application.
3. An application for an amended license to conduct new or different Gaming Activities at a licensed location or to otherwise alter the terms or conditions of an existing license, shall, at a minimum, include the following information:
- a. any change in information previously provided in the original license application or any previous application for an amended license for the Gaming Facility;
 - b. a detailed description of the changes in the Gaming Facility or in the activities to be carried on therein for which the amended license is required, together with a statement of the reasons for such change;
 - c. if a proposed change will require any change in the existing Management Contract with respect to the Gaming Facility, a copy of the proposed amendment to such contract or new contract; and
 - d. any other information relevant to the changes or new activities requiring the amendment.
4. In its decision to license any Gaming Facility, or to amend any existing license to permit the conduct of new or different Gaming Activities at a licensed facility, the YGC may specify, consistent with the provisions of this Chapter, terms or conditions it believes necessary or appropriate to ensure the health and safety of patrons and employees of any such facility, the integrity of the Gaming Activities carried on at such facility, and the security of gaming proceeds. If dissatisfied with any such condition, the applicant may request that the YGC reconsider its determination. Upon such request for reconsideration, the YGC shall issue a written decision within 15 days of its receipt of the request for reconsideration. The written decision of the YGC shall constitute final action of the YGC.

D. License Terms; Renewal. Each Gaming Facility License issued by the YGC shall be for a term of one (1) year. Such license may be renewed for subsequent one (1) year terms upon proper application on forms specified by the YGC.

24.7 Gaming Facility Operator's License.

A. Requirement of License. Before the Gaming Facility Operator may conduct Gaming Activities, it shall first obtain a Gaming Facility Operator's License from the YGC. Each individual designated by the Tribe's Board of Directors to be acting for the

Gaming Facility Operator shall obtain a Gaming Facility Operator's License from the YGC before his or her appointment is approved by the Tribe.

B. Standards of Suitability.

1. Tribal Enterprise. The YGC shall not issue a Gaming Facility Operator's License under this Chapter to a Tribal Enterprise unless the YGC is satisfied that the Tribal Enterprise is established and organized pursuant to a plan of operation adopted by the Tribe.
2. Employee of Tribal Enterprise. The YGC shall not issue a Gaming Facility Operator's License under this Chapter to an employee of a Tribal Enterprise established by the Tribe to conduct a Gaming Operation if the YGC determines that such individual:
 - a. has been convicted of any felony or gaming offense within ten (10) years from the date of the application and in the case of a felony conviction, the felony was for a crime involving theft, burglary, embezzlement, assault with a deadly weapon or murder;
 - b. has knowingly and willfully provided materially important false statements or information or omitted materially important information on his or her license application; or
 - c. is an individual whose prior activities, criminal record, if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto.

24.8 Gaming Manager's License.

A. Requirement of License. No Person shall function as the general manager of the Gaming Facility Operator without first obtaining a Gaming Manager's License from the YGC. In the case of a Person other than an individual, each Principal of such entity must obtain a Gaming Manager's License from the YGC.

B. Standards of Suitability.

1. Individuals. The YGC shall not issue a Gaming Manager's License under this Chapter to an individual if it determines that the individual:
 - a. has been convicted of any felony or gaming offense within ten (10) years from the date of the application and in the case of a felony conviction, the felony was for a crime involving theft, embezzlement, assault with a deadly weapon or murder;

- b. has knowingly and willfully provided materially important false statements or information or omitted materially important information on his or her license application; or
- c. is an individual whose prior activities, criminal record, if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto.

2. Corporations, Partnerships, and Other Entities.

- a. The YGC shall not issue a Gaming Manager's License under this Chapter to a corporation, partnership, or other entity unless it is satisfied that the entity:
 - i. is organized and in good standing under the laws of the jurisdiction where it was established, and is qualified to do business within the Tribe and the State of Arizona;
 - ii. is in sound financial condition, as shown by a financial statement certified by a certified public accountant to be a fair presentation in all material respects of the financial position and results of operations and cash flows of the entity in conformity with generally accepted accounting principles;
 - iii. is not now and has not been in the past five (5) years the subject of any criminal investigation by any federal, state or tribal law enforcement authority, as shown by an affidavit of Principals of the entity having personal knowledge thereof;
 - iv. has established a reputation for financial integrity and sound business practices, or, if the entity was recently formed, that all Persons having any role in its formation, including Persons supplying financing, are Persons qualified to be licensed individually under the terms of this Chapter; and
 - v. in all other respects will be reliable and trustworthy, and whose involvement in Gaming Activities within the Tribe will be in the best interests of the Tribe.
- b. The YGC shall not issue a Gaming Manager's License under this Chapter to any corporation, partnership, or other entity unless the entity:

- i. agrees to maintain an office within the Tribe as a condition of maintaining its license; and
- ii. agrees to give the YGC notice within ten days of any change in its Principals, of any change in the location of its office(s), and of any material change in the information disclosed in its application for its license.

24.9 Licenses for Gaming Device Manufacturers, Distributors, Suppliers of Gaming Services, and Financiers.

A. Requirement of License. Each Manufacturer and each Distributor of Gaming Devices that is required to be certified by the Arizona Department of Gaming, shall be licensed by the YGC before selling or leasing any Gaming Devices to the Gaming Facility Operator. Each supplier of Gaming Services, if required to be certified by the Arizona Department of gaming, also shall be licensed by the YGC before providing Gaming Services to the Gaming Facility Operator. In addition, any Person extending or guarantying financing for a Gaming Operation or Gaming Facility shall be licensed by the YGC, unless the Person is an agency of the United States or a lending institution licensed and regulated by the State or the United States.

B. Standards of Suitability.

1. Individuals. The YGC shall not issue a license under this Chapter to an individual if it determines that the individual:
 - a. has been convicted of any felony or gaming offense within ten (10) years from the date of the application and in the case of a felony conviction, the felony was for a crime involving theft, embezzlement, assault with a deadly weapon or murder;
 - b. has knowingly and willfully provided materially important false statements or information or omitted materially important information on his or her license application; or
 - c. is an individual whose prior activities, criminal record, if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto.
2. Corporations, Partnerships, and Other Entities.
 - a. The YGC shall not issue a license under this Chapter to any corporation, partnership, or other entity unless it is satisfied that the entity:

- i. is organized and in good standing under the laws of the jurisdiction where it was established, and is qualified to do business within the Tribe and the State of Arizona;
 - ii. is in sound financial condition, as shown (at a minimum) by a financial statement certified by the entity's chief executive officer (or equivalent) to be a fair presentation in all material respects of the financial position and results of operations of the entity;
 - iii. has established a reputation for financial integrity and sound business practices, or, if the entity was recently formed, that all Persons having a role in its formation, including its Principals, are qualified to be licensed individually under the terms of this Chapter; and
 - iv. is in all other respects reliable and trustworthy, and whose involvement in Gaming Activities within the Tribe will be in the best interests of the Tribe as set forth in this Ordinance.
- b. The YGC shall not issue a license under this Chapter to any corporation, partnership, or other entity unless the entity agrees to give the YGC notice within ten days of any change in its Principals, of any change in the location of its office(s), and of any material change in the information disclosed in its application for its license.

24.10 Gaming Employee's License.

- A. Requirement of License. Every Gaming Employee of the Gaming Facility Operator shall be licensed by the YGC before commencing employment. For purposes of this Chapter, the Gaming Facility Operator may compensate a potential employee for attending basic training and orientation sessions conducted outside of a Gaming Facility without that individual being considered to have commenced employment.
- B. Standards of Suitability. The YGC shall not issue a Gaming Employee's License under this Chapter to an individual if it determines that the individual:
1. has been convicted of any felony or gaming offense within ten (10) years from the date of the application and in the case of a felony conviction, the felony was for a crime involving theft, embezzlement, assault with a deadly weapon or murder;
 2. has knowingly and willfully provided materially important false statements or information or omitted materially important information on his or her license or employment application; or

3. is an individual whose prior activities, criminal record, if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto.

24.11 Non-Gaming Employee Limited Area Permit.

- A. Requirement of License. All persons who are not Gaming Employees but work or require admission into a Gaming Facility or access to a Restricted Area or a secured area within a Gaming Facility to perform work or have otherwise been authorized by the Gaming Facility Operator to gain access to such areas, must obtain a non-gaming employee limited area badge from the YGC before such access and/or work is performed.
- B. Suitability Requirements. All such limited area badges may be issued upon a determination by the YGC that the person is not a threat to the effective regulation of Gaming Activities of the Tribe and creates no risk or enhances no danger of unfair illegal practices, methods or activities in the conduct of the Tribe's Gaming Activities. Individuals so designated shall wear a unique tribal identification credential, as issued by the YGC, at all times while in the Gaming Facility. All applicants for limited area badges shall provide such information as the YGC shall require.

24.12 License Application Procedures.

A. Application Requirements; Processing.

1. Each applicant for a license under Sections 24.6, 24.7, 24.8, 24.9, and 24.10 of this Chapter shall submit an application to the YGC on the appropriate form prescribed by the YGC accompanied by the required fee, if any, and such supporting information as the YGC may require.
 - a. The YGC shall request from Primary Management Officials and Key Employees all of the following information:
 - i. Full name, including any aliases (oral or written) by which applicant has ever been known;
 - ii. Social security number (however, applicants shall be advised that disclosure is voluntary; and that failure to supply a social security number may result in errors in processing of an application);
 - iii. Date and place of birth, gender, current citizenship, and all languages spoken or written;

- iv. Currently and for the ten (10) previous years: business and employment positions held, affiliations or relationships with any business or ventures including positions as officers or directors, ownership interests in any business or venture, business and residence addresses, and drivers license numbers;
- v. The names and current addresses of at least five (5) personal references, including one personal reference who was acquainted with the applicant while he resided at each address listed on the application;
- vi. Educational history;
- vii. Current business and residence telephone numbers;
- viii. A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
- ix. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
- x. The name and address of any licensing or regulatory agency with which the individual has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
- xi. The name and address of any licensing or regulatory agency with which the individual has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- xii. All criminal proceedings to which the applicant has been a party, except for minor traffic offenses, and a description of each charge, the name and address of the court involved, and the disposition of the charge and the date of disposition (if any);
- xiii. A set of fingerprints;
- xiv. A current photograph and an unexpired picture identification issued by a governmental entity or agency to be copied by the YGC; and
- xv. A complete and accurate financial disclosure statement from those applicants that require Arizona Department of Gaming certification.

- b. In addition to any other information the YGC may deem pertinent, the YGC may require a corporation, partnership, or other entity applying for a license to provide the following information with an application for a license:
 - i. The name, address, and other additional pertinent background information on each of its Principals;
 - ii. The name, address, and other additional pertinent background information on each of its related, associated, or affiliated Persons;
 - iii. A description of any previous experience that the entity and each Principal has had with other Indian tribes involving gaming (including under any management contracts) or with the gaming industry generally, including specifically the name and address of any licensing or regulatory agency with which such individual has had contact relating to gaming; and
 - iv. A complete financial statement of each Principal.
2. The YGC and its staff may assist any applicant in assembling all information required for processing of the application, but shall not be required to process any application until it is complete. The YGC may, at any time after an application is submitted, make a written request that an applicant supply any additional information the YGC deems necessary to complete the processing of the application and the applicant shall comply with such a request forthwith.
3. The application forms used by the YGC shall contain the notice required under the Privacy Act and the notice regarding false statements in the form required by the NIGC under 25 C.F.R. Part 556, and each applicant shall consent in writing to the release of any information that may be relevant to the YGC's inquiry into the applicant's background from any Person. The YGC shall keep confidential any and all information it obtains in the course of investigating an application (including the identity of all individuals interviewed in the course of the investigation) and shall comply with all applicable laws pertaining to the confidentiality of such information. The YGC shall not release such information to any other individual or agency (other than to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a request by a tribe or the NIGC in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation) without the applicant's consent, or pursuant to an order of court or other body of competent jurisdiction.

4. The YGC shall issue a written decision on each application. The written decision of the YGC shall constitute final action of the YGC on such application. If the YGC denies an application for a license, the decision shall specify the reason for such denial
5. The Tribe's Board of Directors may by Tribal resolution prescribe or establish such Tribal Gaming Regulatory License fees as it deems appropriate for the YGC to charge License applicants in connection with the YGC's processing of applications and the issuance of Licenses under this Chapter.

B. License Terms; Renewal.

1. Each Gaming Facility Operator's License, Gaming Manager's License, Manufacturer's or Supplier's License, Gaming Employee's License, and Tribal Gaming Regulatory License issued by the YGC shall have a primary term of one (1) year. Manufacturer's or Supplier's Licenses, Management Contractor's Licenses and Financiers Licenses shall have primary terms of two (2) years. Licenses may be renewed for subsequent one-year or two-year periods, as applicable, upon the timely submission of a completed application on the forms specified by the YGC, but no licensee shall have any vested right to employment by the Tribe or renewal of any license issued under this Chapter.
2. The YGC shall issue a temporary license to an applicant who does not require Arizona Department of Gaming certification within twenty (20) days after receiving a completed application for licensing under Sections 24.7, 24.8, 24.9 or 24.10 of this Chapter, unless (1) grounds sufficient to disqualify the applicant are apparent on the face of the application, (2) the background investigation undertaken by the YGC discloses that the applicant may have a criminal history sufficient to disqualify the applicant from holding a license, or (3) the background investigation undertaken by the YGC discloses other information that may be sufficient to disqualify the applicant from holding a license. A temporary license shall become void and shall be of no effect upon either the issuance of a license or upon the issuance of a notice of denial of the license in accordance with the provisions of this Chapter. If an applicant requires Arizona Department of Gaming certification, a tribal license shall not be issued until the Arizona Department of Gaming certification has been issued.

C. General Provisions of Tribal Gaming Regulatory Licenses.

1. After a License has been issued, the YGC may, at any time, at the expense of the Licensee, conduct such background or other investigation as it may deem appropriate with respect to the Licensee. If such investigation discloses information that would have made the Licensee ineligible for the License if such information had been known prior to the issuance of the

License, the YGC shall revoke the License in accordance with Section 24.14(G) of this Chapter.

2. If, after the issuance of a license, an event occurs that would have made the Licensee ineligible for the License if such event had occurred prior to the issuance of the License, the YGC shall revoke the License in accordance with Section 24.14(G) of this Chapter.
3. If the YGC determines, on the basis of the background investigation and such other information as it may obtain, that an applicant is qualified for a License, the YGC may, but shall not be required to, issue such License. The YGC, at its sole discretion, may impose any qualifications to such License as it deems appropriate, or may refuse to issue such License despite an applicant's qualifications.
4. The YGC shall not issue any License to individuals or entities required to be licensed under this Chapter should the YGC determine that said individual or entity fails to meet the suitability requirements applicable to the category of License as referenced in or required by this Chapter. Individuals or entities denied issuance of a License pursuant to this Section shall have a right to appeal by requesting a hearing before the YGC. In the event an application is denied, the YGC shall inform the applicant by notice sent by registered or certified mail, return receipt requested, and, if it is a Class III application, shall inform the State Gaming Agency, giving the reasons and substantiating documentation for its decision. The applicant may appeal such decision to the YGC within thirty (30) calendar days of the denial of such application, except that, in the event the Gaming Facility Operator, the Tribe or the YGC withdraws its certificate of sponsorship for such applicant, there will be no right of appeal. The procedures applicable to such an appeal shall be those as set forth in the Rules established by the YGC.

D. State Certification. Every Person required to be licensed under this Chapter also shall comply with the State certification requirements of the Compact, if those requirements are applicable to the Person. Within the time requirements established by the Compact, the YGC shall forward to the Arizona Department of Gaming a report of final disposition of the licensing actions of the YGC. The YGC shall afford the Arizona Department of Gaming an opportunity for a hearing before the Tribe's Board of Directors, pursuant to Sections 5(q)(2) and 5(q)(3) of the Compact, to contest a licensing decision of the YGC or to recommend suspension or revocation of a license issued by the YGC. The decision of the Tribe's Board of Directors shall be final.

24.13 Background Investigations; Notifications.

A. Background Investigations.

1. The YGC shall at all times have in place, and shall regularly update and improve, a system for conducting background investigations of every applicant for licensing under this Chapter. The system shall comply with the requirements of this Chapter, the Compact and the Act, and shall include, at a minimum, the use of records of all available tribal, state and federal law enforcement agencies, resources of the NIGC, communications with other Indian tribes engaged in gaming activities, and any and all other sources of information reasonably accessible to the YGC for this purpose. The system shall ensure that all applicants are notified of their rights under the Privacy Act as specified in 25 C.F.R. Part 556.
2. Every applicant for licensing under this Chapter shall be subjected to a thorough background investigation, and such investigations shall be updated upon application for renewal of a license, and at such other times as the YGC may determine appropriate.
3. The YGC shall prepare a background investigation report on every applicant for licensing under this Chapter which shall include all of the following:
 - a. Steps taken in conducting a background investigation;
 - b. Results obtained;
 - c. Conclusions reached; and
 - d. The basis for those conclusions.
4. The Gaming Facility Operator shall pay the Tribe the costs incurred by the YGC for performing background investigations for Gaming Employees.
5. The YGC shall maintain files containing the results of any background investigations conducted by it for the longer of: (i) three years from the date of a Gaming Employee's termination of employment, with respect to the files for a Gaming Employee; or (ii) the term of record retention required by the Compact. Such files shall contain systems designed to safeguard the identities of confidential informants from inadvertent disclosure.

B. Notification to the NIGC.

1. Within the time required by the NIGC, the YGC shall transmit to the Commission licensing information on Primary Management Officials and Key Employees as required by the NIGC. After the YGC completes its background investigation for a Primary Management Official or Key Employee, and within the time requirements established by the NIGC, the YGC shall provide to the NIGC, as required by the NIGC, a report on the results of the background investigation. If the YGC receives any information from the NIGC concerning the applicant, it shall take that

information into account in its action on the application. The YGC shall notify the NIGC if the YGC does not license an applicant.

2. Upon issuing a license to a Primary Management Official or Key Employee under this Chapter, the YGC shall give notice thereof to the NIGC. If the YGC receives information from the NIGC indicating that a Primary Management Official or Key Employee does not meet the standards established in this Chapter or in the Act for issuance of such a license, the YGC shall immediately suspend such license and give written notice of the suspension to the licensee. The YGC shall also notify the licensee that the licensee has fifteen (15) days following receipt of the notice of suspension to request that the YGC reconsider the notice of suspension. Upon such request for reconsideration, the YGC shall consider such oral statement(s) or written documentation as the licensee may present to the YGC at the time and place designated by the YGC. Within fifteen (15) days of receipt of such statement(s) or documentation, or the licensee's request for reconsideration, whichever is later, the YGC shall issue a written decision. The written decision of the YGC shall constitute final action of the YGC. The YGC shall notify the NIGC of its decision.

24.14 Facility Inspection; Investigations; Notices of Concern; Notices of Violations; Complaints; and Appeals.

- A. Facility Inspection. The YGC, as it deems necessary, shall cause detailed inspections to be made of each Gaming Facility licensed under the provisions of this Chapter, to assure that such facility is being operated in accordance with the terms of the license and of the provisions of this Chapter, the Compact and the Act.
- B. Notice of Concern. In the event that the YGC obtains information that the Gaming Facility Operator or a Gaming Employee may have breached any provision of this Chapter or the Compact, the YGC shall issue a Notice of Concern to the Gaming Facility Operator and the Gaming Employee involved. The Notice of Concern shall include the following:
 1. A detailed description of the alleged breach;
 2. A time certain for the Gaming Facility Operator and/or the Gaming Employee involved to complete the steps outlined for cure of the alleged breach. Except in the event of an emergency pursuant to Section 24.14(G) hereof, in no case shall the Licensee be provided less than five (5) calendar days to complete the steps outlined for cure;
 3. Shall provide the Gaming Facility Operator and/or the Gaming Employee involved with an opportunity to meet with the Executive Director of the

YGC to review and discuss the steps taken by the Gaming Facility Operator and/or the Gaming Employee to correct the alleged breach.; and

4. The Gaming Facility Operator's and/or the Gaming Employee's completion of the steps outlined by the Notice of Concern shall constitute a total and final cure of all alleged breaches contained in the Notice of Concern.

C. Notice of Violation.

1. In the event that the YGC obtains information that a breach of the Act, the Compact, this Chapter, or the Rules has occurred, or that a licensee has failed to complete or refused to complete the steps outlined in a Notice of Concern, the YGC shall have authority to issue a Notice of Violation. The Notice of Violation shall be submitted to the Licensee, and the Gaming Facility Operator. The YGC may also request penalty consideration pursuant to this Section 24.14. A Notice of Violation shall contain the following:
 - a. a citation to the Act, the Compact, this Chapter, and/or the Rules that have been or is being violated;
 - b. a description of the circumstances surrounding the violation, set forth in common and concise language;
 - c. the action(s) which must be taken to correct the violation , if any;
 - d. notice that the violation must be corrected within ten (10) calendar days from receipt of the notice or, if contested, explained in writing within ten (10) calendar days of the YGC's ultimate determination on the matter;
 - e. notice of the civil fine or other enforcement action that will or could be imposed if the violation is not corrected;
 - f. notice that a written response to the notice of violation must be submitted to and received by the YGC within ten (10) calendar days of the receipt of the notice of violation; and
 - g. notice that the Notice of Violation shall be the written decision of the YGC in the event that no written response to the Notice of Violation is submitted to the YGC within the time provided in this Section.
2. In the event the violation is not corrected or a written response to the Notice of Violation is not made within ten (10) calendar days following receipt of the Notice of Violation, the YGC may take one or more of the following actions: (i) recommend that the YGC suspend or revoke the License of the person or entity to whom the Notice of Violation was

directed, (ii) assess a civil penalty in accordance with the provisions of this Chapter, (iii) forcibly remove the violator from the Gaming Facility, and/or (iv) upon consultation with the Tribe's gaming attorney, initiate in the Tribal Court a civil complaint to enforce the Act, the Compact, this Chapter, or the Rules.

3. Each person or entity to whom a Notice of Violation is issued shall submit a written response to the YGC within ten (10) calendar days of the receipt of the Notice of Violation, together with any additional information the person believes that the YGC should consider. Upon receipt of the written response, the YGC shall issue a written decision within fifteen (15) calendar days, and shall mail such decision to the Person or entity who is the subject of the Notice of Violation by certified or registered mail, return receipt requested. In the event of an adverse decision from the YGC, the party responding to the Notice of Violation may, within thirty (30) calendar days, appeal the matter for reconsideration by the YGC. In the event of an adverse decision from the YGC, the party responding to a Notice of Violation may appeal the matter to Tribe's Board of Directors. In such instance, the power of review by the Tribe's Board of Directors shall be limited to issues of due process, civil rights and constitutionality, and shall not entail any determination regarding the merits or correctness of the underlying administrative decision and the Board's decision shall be final and not subject to any further rights of appeal.

- D. Investigations of Complaints. The YGC shall investigate all complaints alleging a violation of the terms of the Act, the Compact, this Chapter, and/or the Rules. Additionally, it shall investigate any reports that the Gaming Facility is not being properly maintained in accordance with the terms of any Tribal Gaming Regulatory License or does not adequately protect the health, safety and welfare of the employees or patrons.
- E. YGC Notice of Complaint. The YGC shall give written notice of, and provide a copy of, the complaint to the Licensee and to the Gaming Facility Operator or by mailing such notice and complaint by certified or registered mail, return receipt requested. The Licensee shall file with the YGC a written reply to the complaint within ten (10) calendar days of receipt of the notice and complaint. The YGC shall provide copies of the complaint and the Licensee's answer to the Tribe's Board of Directors.
- F. YGC Investigation of Complaint. Following receipt of the Licensee's response to the complaint, the YGC shall cause a full investigation to be made of the allegations of the complaint. If the YGC determines that a violation of the Act, the Compact, this Chapter and/or the Rules has occurred or is occurring, the Executive Director of the YGC shall issue a Notice of Violation in accordance with the provisions in Section 24.14(C) hereof and the complainant/Notice of Violation shall be adjudicated in accordance with the procedures set forth in Section 24.14(C) (1), (2) and (3) hereof.
- G. Suspension or Revocation of Licenses. Any Tribal Gaming Regulatory License issued by the YGC under this Chapter shall constitute a privilege to conduct the

licensed activity and shall not create a right to the Licensee to the conduct of that activity. Any such License may be suspended or revoked by the YGC for the breach of any of the provisions of the Act, the Compact, this Chapter, and/or the Rules, upon hearing before the YGC after prior notice to the Licensee and the Gaming Facility Operator. The Licensee and any person affected by the License shall have the right to be present at any hearing conducted in accordance with this clause and to offer sworn oral or documentary evidence relevant to the breach charged. No legal counsel shall be allowed to appear of record in any such hearing conducted by the YGC pursuant to this Chapter for or on behalf of any Licensee and for or on behalf of any person who testifies in the proceedings. In addition, a License may be summarily suspended by the YGC if the continued licensing of a person or entity constitutes an immediate threat to the public health, safety or welfare.

H. Rules of Procedure for YGC Hearing. All Application or License hearings conducted pursuant to this Chapter shall be governed by this Section

I. Hearings.

1. The YGC shall afford an Licensee or Applicant, as the case may be, an opportunity for a hearing in accordance with the terms of this Chapter and/or the Rules. No legal counsel shall be allowed to appear of record in any such hearings conducted by the YGC pursuant to this Chapter for or on behalf of any Licensee and for or on behalf of any person affected by the Licensee or the hearing.
2. The YGC shall afford a Licensee or Applicant the opportunity for a hearing prior to taking final action resulting in the revocation or denial of a License or the imposition of any penalties which the YGC is authorized to impose pursuant to this Chapter and/or the Rules.
3. Nothing in this Section shall limit the YGC's or the YGC's Executive Director's authority to issue a temporary order without a hearing pursuant to Section 24.4(I) of this Chapter.

J. Notice of Hearing .

1. The YGC shall provide written notice to the Applicant or Licensee of the hearing at least fifteen (15) business days, excluding weekends and holidays, prior to the date set for the hearing. The day the Applicant or Licensee receives the notice shall be considered a full day's notice under this Section. The notice shall be sent by registered or certified mail, or may be personally served upon the Applicant or Licensee. The notice shall state the date, time and place of the hearing. The notice shall also contain an indication of the action(s) being considered by the YGC, including, but not limited to:
 - a. whether the YGC is holding the hearing for the purpose of obtaining further information from the Applicant;

- b. whether the YGC will be considering the grant or denial of the License Application or the revocation of the Licensee's License;
- c. whether the YGC will be examining any alleged violations of this Chapter, the Compact, the Act, the conditions of any License issued by the YGC, any order by the YGC;
- d. whether any other sanctions or penalties will be considered; or
- e. The notice shall also contain a short, plain statement of the reasons the YGC determines the hearing as necessary.

K. No Appearances through Legal Counsel.

- 1. No appearances through legal counsel shall be allowed at any hearings governed by this Chapter. Parties to all hearings governed by this Chapter shall appear personally, except for any party whose attendance has been waived, in writing, by the YGC.
- 2. Service of all notices, motions, orders, decisions and other papers shall be made upon each party involved, unless the party requests otherwise in writing.
- 3. When a party shall sign all motions, notices, requests, and other papers on their own behalf.

L. Discovery Procedures for Enforcement Hearings.

- 1. The YGC's legal counsel and the Applicant or Licensee shall exchange a list of persons that each party intends to call as witnesses no later than five (5) business days before a scheduled enforcement hearing. The day the list is received shall be considered a full day's notice under this Section. Each witness shall be identified by name, if known, position, and business address. If no business address is available, a home address for the witness shall be provided. Any witness not identified in accordance with this Section may be prohibited from testifying at a hearing in the YGC's discretion.
- 2. The YGC's legal counsel, and the Applicant or Licensee shall exchange a copy of all documents or tangible things that they intend to offer as evidence in support of each party's case in chief. This exchange shall be made to the opposing party no later than five (5) business days before a scheduled enforcement hearing. The day the documents are received shall be considered a full day's notice under this Section. Failure to make available any document or tangible thing in accordance with this Section

may, in the YGC's discretion, be grounds to deny the admission into evidence of such document or tangible thing.

M. Confidential Materials.

1. Prior to making any documents available to the YGC's legal counsel or designated agent, the Applicant or Licensee may designate any document it believes to contain confidential information as "Subject to Confidentiality Claim" by so marking the document prior to providing a copy of the document to the YGC's legal counsel.
2. Documents provided to the YGC's legal counsel or designated agent which have been marked in accordance with the Section above, and any non-public information contained within the document, shall not be made a part of the public record of the YGC proceedings otherwise disclosed by the YGC to any person (except as may be required under any applicable law, rule, regulation, court or administrative order, or the Compact, without first providing the applicant or licensee with the opportunity to seek a ruling by the YGC that the document or non-public information contained therein should not be made public. The request for such a ruling and any discussions relating to the document shall be heard and ruled upon by the YGC in an Executive Session meeting. If the request for such a ruling is made during a public hearing session, the hearing session shall be adjourned and the YGC shall conduct an Executive Session meeting in order to hear and rule upon the applicant's or respondent's request. The Applicant or Licensee may present to the YGC in Executive Session written and oral argument regarding the confidentiality claim, along with any facts the Applicant or Licensee believes to be relevant to such argument.
3. In determining whether a document marked in accordance with Section 24.14(M)(1) above should be made part of the public record of the YGC proceedings on the Application, the YGC will balance the Applicant's or Licensee's claimed confidentiality concerns against the materiality of the information to the Application or License, the public's right to be made aware of the information, and the YGC's need to make the information part of the public record in order to remain fully accountable for the licensing decision. In making this determination, the YGC shall consider all facts and circumstances relevant to make a proper ruling.
4. In the event that the YGC rules during executive session that the document in question and/or information contained therein should be made part of the public record of the YGC's proceedings on the Application or License, the document and/or information contained therein will be made part of the public record unless the Applicant or Licensee withdraws the document from the YGC's possession. In the event the Applicant or Licensee chooses to withdraw the document from the YGC's possession,

the YGC will then weigh the withdrawal along with the other evidence in making its determination on the application.

5. In the event that the YGC rules during Executive Session that the document and/or information contained therein should not be made part of the public record, the document shall be designated "Confidential" and will not be made part of the public record. The YGC may consider the document and information contained therein "*in camera*" in making its determination on the Application or License.
6. At the conclusion of the YGC's proceedings on the Application or License, the YGC will return to the Applicant or Licensee all documents marked as "Subject to Confidentiality Claim" pursuant to Section 24.14(M)(1) above that were not (i) made part of the public record of the gaming License application or (ii) designated as "Confidential" and considered by the YGC "*in camera*".

N. Hearing Procedures.

1. The YGC's Executive Director, or other YGC members as designated by the YGC, shall preside over all hearings of the YGC, and shall call the proceedings to order, control the presentation of evidence, the appearance of witnesses, and the order of the proceedings.
2. The YGC may require any person including, but not limited to, any Applicant or Licensee, or any agent, employee or representative of any Applicant or Licensee, to appear and testify before it with regard to any matter within its jurisdiction at such time and place as it may designate. Such testimony shall be under oath and may include any matters which the YGC deems relevant to the discharge of the YGC's official duties. Testimony shall be recorded by a duly certified court reporter, or other means of recording providing full, verbatim transcript of the proceedings, and may be used by the YGC as evidence in any proceeding or matter before the YGC.
3. Any party to the hearing may call and examine witnesses. The YGC shall exercise its discretion to limit the testimony of witnesses where that testimony is argumentative or repetitive.
4. The YGC shall have the authority to eject from the hearings any person, including, but not limited to, any person who is disruptive, disorderly, or who shows a lack of proper respect for the YGC or the nature of the proceedings.
5. Persons shall be permitted to speak only when recognized by the hearing Chair.
6. Any member of the YGC present at such hearing may ask questions of witnesses, and may request or allow additional evidence at any time.

7. Any party to the hearing may conduct cross-examinations reasonably required for a full and true disclosure of the facts.
8. In any hearing involving employees or agents of the Gaming Facility Operator, representatives of the Gaming Facility Operator as designated by gaming management may be present and may offer such testimony, evidence or argument concerning the matters at issue as they may deem appropriate.
9. The YGC, in its discretion, has the power to sequester witnesses.

O. Evidence.

1. In hearings governed by this provision, the YGC shall not be bound by technical rules relating to evidence and witnesses. The YGC shall admit all testimony having reasonable probative value, but shall exclude immaterial, irrelevant or unduly repetitious testimony. The YGC shall give effect to the rules of privilege unless such privilege is waived. Basic principles of relevancy, materiality and probative force shall govern the proof of all questions of fact. Objections to evidentiary offers and offers of proof of evidence not admitted may be made and shall be noted in the record.
2. All evidence, including records and documents in the possession of the YGC or which the YGC desires to avail itself, shall be duly offered and made a part of the record in the case. Every party shall be afforded adequate opportunity to rebut or offer countervailing evidence.
3. The YGC may take official notice of any generally recognized fact or any established technical or scientific fact; but parties shall be notified either before or during the hearing or by full reference in preliminary reports or otherwise, of the facts so noticed, and they shall be afforded an opportunity to contest the validity of the official notice.
4. Documentary evidence may be received in the form of copies or excerpts, if the original is not readily available. Upon request, parties shall be given an opportunity to compare the copy to the original.
5. The record in a hearing governed by this Chapter shall include:
 - a. All Applications, intermediate rulings and exhibits and appendices thereto.
 - b. Evidence received or considered, stipulations and admissions, including, but not limited to, confidential evidence received pursuant to the confidential materials provision of this Chapter.
 - c. A statement of matters officially noticed.

- d. Questions and offers of proof, objections, and rulings thereon.
- e. Any decision, opinion, findings or report by the YGC.
- f. The transcript prepared by a duly certified court reporter, or other means of recording that provides a full, verbatim transcript of the proceedings.

P. Determinations by the YGC.

1. The YGC shall make all determinations of issues before it by a majority vote of the YGC or by the Chair of such hearing.
2. All determinations made by the YGC involving the grant, denial, cancellation or revocation of a License, a finding of a violation of this Chapter, the Rules, the Compact, IGRA, the conditions of any License issued by the YGC, any order by the YGC, and the imposition of any sanctions or penalties shall be made by motion and on the record.
3. A copy of any resolution reached pursuant to this Section shall be served upon the Applicant or Licensee by registered or certified mail, or may be served personally.

Q. Sanctions.

1. If any party fails to comply with any provision of this Chapter, the Rules developed by the YGC pursuant to this Chapter, the Compact, the Act, the conditions of any License issued by the YGC, or any order by the YGC, the YGC upon motion or upon its own initiative, may in its discretion impose upon such party or attorney, or both, appropriate sanctions in regard to the failure(s) as are just, including, but not limited to, the following:
 - a. An order prohibiting the use of any witness, document or tangible thing which should have been disclosed, produced, exhibited or exchanged pursuant to the Rules or any order of the YGC.
 - b. An order that designated facts shall be taken to be established;
 - c. An order that the disobedient party may not support or oppose designated claims or defenses;
 - d. An order striking any pleadings or parts thereof, or staying further proceedings or dismissing the proceeding or any part thereof, or entering a judgment by default against the disobedient party;
 - e. A finding against the disobedient party; or
 - f. Any sanction otherwise set forth in this Chapter.

R. Appeals.

1. Right of Appeal; Appeals Procedures. A Person directly affected by any finding of the YGC pursuant to this Chapter shall have the right to appeal such finding by filing a request for a rehearing before the YGC. Any such appeal must be filed with the YGC in writing on or before the tenth (10th) day following receipt by such affected Person of the written finding of the YGC. The YGC shall certify the hearing record within thirty (30) days of the date of the filing of the appeal. In any case which comes before the YGC for final action, the YGC may determine to review all findings of fact and of law, or proceed pursuant to a "*de novo*" standard. The YGC's decision on rehearing shall be final, and no further appeal may be had before the YGC.
 2. Sovereign Immunity of the YGC. The Tribe's Board of Directors confers on the YGC and its Commissioners, all of the Tribe's rights, privileges, immunities and sovereign immunity from suit, to the same extent that the Tribe would have such rights, privileges, if it engaged in the activities undertaken by the YGC.
 3. Appeal to Tribe's Board of Directors. Subject to the burden of proof set forth in this Section, decisions of the YGC to affirm the denial, suspension or revocation of a License pursuant to this Chapter, may be appealed to the Tribe's Board of Directors by the aggrieved Person by written request submitted within ten (10) days following receipt of the notice of said YGC decision. In such instance, the Tribe's power of review shall be limited to issues of due process, civil rights and constitutionality, and shall not entail a "*de novo*" review of the evidence, merits or correctness of the underlying administrative decision. In all appeals before the Tribe's Board of Directors, there shall be deference given by the Board to the determination of the YGC as the body charged with the responsibility of enforcing this Chapter and interpreting its own regulations. In all such appeals to the Tribe's Board of Directors, the standard on review shall be a preponderance of evidence. The decision of the Tribe's Board of Directors shall be final and not subject to any further rights of appeal.
- S. Stay Pending Review. The effectiveness of any YGC action to suspend, revoke or review an existing License under Section 24.14(G) hereof shall be stayed during any period of an appeal. However, a License may be summarily suspended by the YGC if the continued licensing of a person or entity constitutes an immediate threat to the public health, safety or welfare.

24.15 Gaming Operation and Management.

- A. Scope of Permissible Gaming. The Gaming Facility Operator may conduct only those Gaming Activities which may lawfully be carried on by the Tribe under applicable provisions of federal law including, but not limited to, the Act, subject to any limitations which may be imposed by the Compact and this Chapter.

- B. Hours, Days, Other Standards. Consistent with the provisions of the Compact, the Tribe may by regulation establish the permissible hours and days of operation of Gaming Activities. The regulations may authorize the Gaming Facility Operator to operate Gaming Facilities and conduct Gaming Activities twenty-four hours a day, seven days a week. The Tribe also may, by regulation, establish other standards of operation for such Gaming Facilities, as the Tribe deems appropriate; provided however, that with respect to the sale of liquor the Tribe shall comply with all applicable State of Arizona liquor laws at all Gaming Facilities.
- C. Employee and Player Age Limit. Individuals under twenty-one (21) years of age shall not play or place any wager, directly or indirectly, in any Gaming Activities. The Gaming Facility Operator shall take reasonable steps to prevent underage individuals from playing or placing wagers in Gaming Activities. Neither the YGC nor the Gaming Facility Operator shall employ any individual under eighteen (18) years of age. The Gaming Facility Operator shall not permit any individual under nineteen (19) years of age to serve alcoholic beverages at any Gaming Facility, unless otherwise permitted under State law. The YGC may by regulation establish measures by which the Gaming Facility Operator shall enforce the provisions of this section.
- D. Management; Security.
1. The Gaming Facility Operator shall have the responsibility for the on-site operation, management and security of each Gaming Facility, and shall comply with all requirements of this Chapter, the Compact and the Act. The Gaming Facility Operator shall adopt reasonable procedures, consistent with this Chapter, the Compact and the Act, designed to provide for the following: the physical safety of its employees; the physical safety of patrons in each Gaming Facility; the physical safeguarding of assets transported to and from each Gaming Facility and each cashier's cage department; and the protection of the patrons' and the Gaming Facility Operator's property from illegal activity. The Gaming Facility Operator shall adopt reasonable procedures, consistent with Section 3(v)(2) of the Compact, to advise individuals who inquire about the self-exclusion procedures established by the State. The Gaming Facility Operator shall, consistent with Section 3(v)(2) of the Compact remove all self-excluded persons from all mailing lists and revoke any slot or player's cards; take reasonable steps to ensure that cage personnel check a patron's identification against the Arizona Department of Gaming's list of self-excluded persons before allowing the person to cash a check or complete a credit card cash advance transaction; take reasonable steps to identify self-excluded persons who may be in a Gaming Facility and, once identified, promptly escort the self-excluded persons who may be in a Gaming Facility out of the Gaming Facility; and to not pay any winnings or hand-paid jackpot to a person who is on the Tribe's or State's self-exclusion list. Any jackpot won by a person on the State's self-exclusion list shall be donated by the Tribe to an Arizona-based nonprofit charitable organization.

2. The Gaming Facility Operator or the YGC may temporarily or permanently ban individuals from the Tribe's Gaming Facilities and the surrounding premises controlled by the Gaming Facility Operator for such reasons as the Gaming Facility Operator or the YGC shall determine appropriate. The Gaming Facility Operator may detain individuals briefly for purposes of obtaining identification from the individuals in connection with the issuance of a banning notice and may detain individuals who may be involved in illegal activities, for purposes of notifying and summoning appropriate law enforcement authorities. If the Gaming Facility Operator requests that an individual leave a Gaming Facility or the surrounding premises for any reason and the individual refuses to do so, the Gaming Facility Operator may eject the individual using such force as may be necessary under the circumstances or request the Yavapai-Prescott Tribe's Police Department to remove the individual. The Gaming Facility Operator shall not pay any jackpot or prize won and/or claimed by any banned individual.
3. The Tribe shall pay to the Arizona Department of Gaming the Tribe's regulatory costs and tribal contributions required under Section 12 of the Compact, in accordance with the directives of the Tribe's Board of Directors.
4. The Gaming Facility Operator shall designate an agent for service of any official determination, order or notice of the NIGC.

E. Internal Controls.

1. Pursuant to Section 24.4(F)(26) hereof, the YGC shall implement MICS, subject to final approval of the Tribe's Board of Directors, applicable to the Gaming Facility Operator and the Gaming Facilities to provide reasonable assurance that the following objectives will be maintained:
 - a. Assets are safeguarded and accountability over assets is maintained;
 - b. Liabilities are properly recorded and contingent liabilities are properly disclosed;
 - c. Financial records including records relating to revenues, expenses, assets, liabilities, and equity/fund balances are accurate and reliable;
 - d. Transactions are performed in accordance with the general or specific authorization of the Gaming Facility Operator's management;
 - e. Recorded accountability for assets is compared with actual assets at frequent intervals and appropriate action is taken with respect to any discrepancies;

- f. Functions, duties and responsibilities are appropriately segregated and performed in accordance with sound practices by competent and qualified personnel; and
 - g. Access to assets is permitted only in accordance with the specific authorization of the Gaming Facility Operator's management.
2. The Gaming Facility Operator shall operate each Gaming Facility pursuant to its written ICS. The ICS shall (1) satisfy the requirements of Section 11 of the Compact; and (2) comply with and implement the MICS established by the YGC pursuant to Section 24.4(F)(26) hereof. The ICS shall include the following internal control system components:
- a. An organizational chart depicting appropriate segregation of functions and responsibilities for all positions in the Gaming Operation;
 - b. A description of the duties and responsibilities of each position shown on the organizational chart;
 - c. A detailed narrative description of the administrative, operational, and accounting procedures designed to satisfy the requirements of Section 11(a) of the Compact;
 - d. A description of procedures governing the maintenance and preservation of security and surveillance information; and
 - e. The minimum internal control standards established by the YGC and approved by the Tribe's Board of Directors.
 - f. In addition, the ICS shall include a plan of organization to implement the MICS and all of the coordinate methods and measures adopted within a Gaming Operation to safeguard assets, check the accuracy and reliability of its accounting data, promote operational efficiency and ensure adherence to prescribed managerial policies. The plan of organization shall be diagrammatic and narrative describing the interrelationship of functions and the division of responsibilities upon which the system of internal controls relative to gaming operations is based. Generally, the ICS shall include a system of accounting controls and a system of administrative controls and achieve the objectives set forth in Section 24.15(E)(1) above. The ICS, or any proposed changes thereto, shall be reviewed and approved in writing by the YGC prior to implementation pursuant to Compact Section 11(c) and this Chapter.
3. The Gaming Facility Operator shall provide the YGC with copies of its ICS and/or any proposed changes before implementation. Within ten (10) business days after submission by the Gaming Facility Operator, the YGC

shall issue a letter approving the ICS or any approved changes unless the ICS or any proposed changes (or any part thereof) are inconsistent with the MICS established by the YGC. If the ICS or any proposed changes (or any part thereof) are inconsistent with the MICS established by the YGC, the YGC shall issue a letter of disapproval, which shall set forth the inconsistencies found by the YGC.

4. The Gaming Facility Operator shall provide written notice to the YGC identifying all bank accounts maintained by the Gaming Facility Operator by bank and account number and identifying by name all individuals with authority to sign on each account. The Gaming Facility Operator shall provide written notice to the YGC of any changes to this information within five (5) business days of any changes.

F. Annual Independent Audit.

1. Within one hundred and ten (110) days after the end of each fiscal year, the Gaming Facility Operator shall provide the YGC with an audit of its financial statements for the prior year, along with any reports or management letter(s) the accountant has prepared. The audit shall be conducted by an independent certified public accountant licensed in the State of Arizona, in accordance with generally accepted auditing standards. The audit shall be prepared at the Tribe's expense. The auditor shall prepare an audit report expressing an unqualified or qualified opinion on the financial statements or, if appropriate, disclaim an opinion on the financial statements taken as a whole. The examination and audit shall disclose whether the accounts, records, internal controls, and accounting procedures of the Gaming Facility Operator are in compliance with this Chapter, the Compact, and the Act. The audit shall comply with the requirements of Section 12(g) of the compact; it shall audit and report the Tribe's Class III Net Win. It shall also include or be supplemented with an attestation by the auditor that Class III Net Win is accurately reported consistent with the terms of Compact Appendix I.
2. All gaming related contracts that result in purchases of supplies, services, or concessions in an amount exceeding twenty-five thousand dollars (\$25,000.00) in any year (except contracts for professional legal or accounting services) shall be specifically included within the scope of the audit conducted under this section.
3. To facilitate the completion of such audits, the Gaming Facility Operator shall make and maintain complete, accurate, and legible records of all transactions pertaining to any Gaming Activities and any other revenue producing activities conducted by the Gaming Facility Operator at or in conjunction with any Gaming Facility. The Gaming Facility Operator shall maintain its financial records in accordance with generally accepted accounting principals and shall keep those records in a form suitable for audit under the standards of the American Institute of Certified Public

Accountants. The Gaming Facility Operator shall maintain the records, as well as all original entry transaction records, until the later of five (5) years from the date on which they are made or the term of record retention required by the Compact. The records shall be maintained at a Gaming Facility or in other locations approved by the YGC.

4. The Gaming Facility Operator shall maintain and provide to the Tribe:
 - a. Accurate, complete, legible and permanent records of all transactions pertaining to the Gaming Operation in a manner suitable for audit under the standards of the American Institute of Certified Public Accountants;
 - b. General accounting records using a double entry system of accounting with transactions recorded on a basis consistent with Generally Accepted Accounting Principles;
 - c. Detailed supporting and subsidiary records;
 - d. Detailed records identifying revenues, expenses, assets, liabilities and fund balances or net assets for the Gaming Operation;
 - e. All records required by the internal control system including, but not limited to, those relating to any Gaming Activity authorized by the Compact;
 - f. Journal entries for the Gaming Operation;
 - g. Detailed records sufficient to accurately reflect gross income and expenses relating to its operations on a monthly and year-to-date basis;
 - h. Detailed records of any reviews or audits, whether internal or otherwise, performed in addition to the annual audit required in this Section, including, but not limited to, management advisory letters, agreed upon procedure reviews, notices of non-compliance and reports on the internal control system; and
 - i. Records of any proposed or adjusting entries made by an independent certified public accountant.
5. The Gaming Facility Operator shall use a uniform chart of accounts and accounting classifications to assure consistent and effective disclosure of financial information and shall submit to the YGC a copy of any changes to its chart of accounts.
6. The YGC, when it deems necessary, may request information regarding the Gaming Facility Operator's financial statements, its audits, or both from the Gaming Facility Operator. The YGC also may require the

Gaming Facility Operator to have its independent accountant provide such information to the YGC. If the Gaming Facility Operator receives any written communications from its independent accountant regarding internal control matters, the Gaming Facility Operator shall provide copies of those communications to the YGC within thirty (30) days after receiving the communications.

7. The YGC shall provide copies of the Gaming Facility Operator's annual reports and management letters setting forth the results of the annual audit to the NIGC within one hundred and twenty (120) days after the end of each fiscal year for the Gaming Facility Operator and to the State in accordance with the requirements of the Compact. The YGC shall cooperate with the NIGC with respect to any additional information the NIGC may request.

G. Patron Disputes.

1. Refusal to Pay Winnings. Whenever the Gaming Facility Operator refuses to pay winnings alleged to be owed to a patron, and the Gaming Facility Operator and the patron are unable to resolve the dispute to the satisfaction of the patron:
 - a. If the dispute involves five hundred dollars (\$500.00) or more, the Gaming Facility Operator shall immediately notify the YGC. The YGC shall conduct whatever investigation it deems necessary and shall determine whether payment shall be made.
 - b. If the dispute involves less than five hundred dollars (\$500.00), the Gaming Facility Operator shall inform the patron of his or her right to file a complaint with the YGC requesting that it investigate.
2. Complaint. If a patron files a complaint with the YGC alleging that the Gaming Facility Operator has failed to pay winnings owed to the patron, the YGC shall promptly provide a copy of the complaint to the Gaming Facility Operator. Within fifteen (15) days after notifying the YGC of a patron dispute or within fifteen (15) days after receiving from the YGC a copy of a complaint filed by a patron, whichever is later, the Gaming Facility Operator shall file with the YGC a written statement setting forth its position regarding the dispute. The YGC shall cause a full investigation to be made of the patron's allegations and the Gaming Facility Operator's response, and shall determine whether the patron's complaint is valid, whether the patron is entitled to any relief, and if so, the relief to which the patron is entitled.
3. Notice to Patrons. The YGC shall mail written notice by certified mail, return receipt requested, to the Gaming Facility Operator and the patron of its decision resolving the dispute within thirty (30) days after the date that

the YGC is notified of a dispute by the Gaming Facility Operator or a request to conduct an investigation from the patron, whichever is later.

4. Effective Date of Decision. The decision of the YGC is effective on the date it is received by the aggrieved party as reflected on the return receipt.
5. Review of Decision. (i) Within thirty (30) days after the date of receipt of the written decision, the aggrieved party may file a petition with the YGC requesting reconsideration of the decision. The YGC may set a hearing on the matter or may make a decision based solely upon the prior decision and other documentation provided to it by the patron and the Gaming Facility Operator. The YGC shall then issue a written decision within sixty (60) days of the filing of the petition and mail it to the parties by certified mail, return receipt requested. The written decision of the YGC shall be the final decision of the YGC. (ii) A patron whose dispute involves at least five hundred dollars (\$500.00) may file a complaint in Tribal court within sixty (60) days of receipt of the YGC's written decision as referenced in Section 14(d)(1) of the Compact. The courts of the Tribe shall have jurisdiction to hear and render decisions on such disputes. The court's of the Tribe shall review the dispute and issue a decision thereon. Disposition of the action in the courts of the Tribe shall be final, not subject to further appeal and be binding upon all parties in accordance with the laws of the Tribe.

H. Play by Employees. No Primary Management Official, Key Employee, member of the Board of Directors of the Gaming Facility Operator, or Management Contractor, and no employee of the YGC under the age of twenty-one (21), shall play or place any wager, directly or indirectly, in any Gaming Activities. The Gaming Facility Operator shall prepare and submit to the YGC a written Employee Play Policy that is consistent with this Section and shall take reasonable steps to prevent such individuals from playing or placing wagers in Gaming Activities.

I. Financial Services at Gaming Facilities. The Gaming Facility Operator is prohibited from:

1. Locating an automatic teller machine ("ATM") adjacent to, or in close proximity to, any Gaming Device;
2. Locating in a Gaming Facility an ATM that accepts electronic benefit transfer cards issued pursuant to a state or federal program that is intended to provide for needy families or individuals;
3. Accepting checks or other non-cash items issued pursuant to a state or federal program that is intended to provide for needy families or individuals; and
4. Extending credit to any patron of a Gaming Facility for Gaming Activities.

- J. Advertising Guidelines. In accordance with the requirements of Section 3(x)(3) of the Compact, the Gaming Facility Operator shall adopt and shall comply with guidelines for the advertising and marketing of Gaming Activities that are no less stringent than those contained in the American Gaming Association's general advertising guidelines.
- K. Notice of Gaming Services to YGC. The Gaming Operation shall submit notice to the YGC of its intent to accept Gaming Services from any company that is not licensed by the YGC. This notice shall be transmitted to the YGC at the earliest possible date, prior to the execution of any contract for such Gaming Services and prior to the expenditure of any Tribal funds. This notice shall only be required when the total amount of Gaming Services is in excess of Ten Thousand Dollars (\$10,000.00) in a single month. The notice shall be in a form required by the YGC.

24.16 Violations and Remedies.

- A. Violations. It shall be a violation of this Chapter for any Person to:
1. Conduct, participate in or operate any Gaming Activities within the interior boundaries of the Tribe except as provided in this Chapter;
 2. receive, distribute, apply or direct any property, funds, proceeds or other asset of any Gaming Activities to the benefit of any individual or other Person except as authorized by this Chapter or by any duly enacted Resolution of the Tribe's Board of Directors;
 3. tamper with or manipulate any equipment used in the conduct of Gaming Activities with the intent to cause any Person to win or lose any wager other than in accordance with the publicly announced rules of such Gaming Activities or with knowledge that the tampering or manipulation affects the outcome of the game or with knowledge of any event that affects the outcome of the game;
 4. claim, collect or take, or attempt to claim, collect or take, money or anything of value made in or from a Gaming Device or Gaming Activity, with intent to defraud, without having made a wager thereon, or to claim, collect or take an amount greater than the amount won;
 5. do any other act in connection with the conduct of any Gaming Activities with the intent to affect the outcome of any wager other than in accordance with the publicly announced rules of such Gaming Activities;
 6. participate as a player in any Gaming Activities if such individual is prohibited under Sections 24.15(C) or (D)(2) hereof from participating in such Gaming Activities;
 7. participate as a player in any Gaming Activities while such individual is listed as an individual barred from the Tribe's Gaming Facilities as provided in Sections 24.4(F)(10);

8. use tokens or chips other than those approved by the YGC or coin or currency other than lawful, legal tender of the United States of America, or use a coin or currency not of the same denomination as the coin or currency intended to be used in the Gaming Device or Gaming Activity;
9. possess, with the intent to use, or to use any device to assist in projecting the outcome of the game, in keeping track of the cards played, in analyzing the probability of the occurrence of an event relating to the game, or in analyzing the strategy for playing or betting to be used in the game;
10. use any device or means to cheat, or possess any such device, at a Gaming Facility;
11. assist, enable or allow any person under the age of twenty-one (21) to place a wager in any Gaming Facility or to place a wager in any Gaming Facility either directly or indirectly, if that Person is under the age of twenty-one (21);
12. enter any Gaming Facility while bearing a firearm or other deadly weapon, as defined in the Tribe's Law and Order Code, unless specifically authorized by the YGC to do so;
13. permit persons who are obviously intoxicated to participate in Gaming Activities;
14. knowingly cater to, assist, employ or associate with, in business affairs, persons who have been barred from the Gaming facilities, or with persons who have been identified in writing by the NIGC, the YGC or the State Gaming Agency as persons of notorious or unsavory reputation, or with persons who have extensive police records, or with persons who have defied congressional investigative committees or other officially constituted bodies acting on behalf of the United States, the Tribe, the State of Arizona or any other state.
15. employ in any position any person who has been denied a Tribal Gaming Regulatory License for such position by the YGC, and contracting for the provision of services, merchandise or equipment with any person or entity who has failed to obtain a license from the YGC to supply, services, merchandise or equipment, if required, or receive any monetary benefit or kick-back, directly or indirectly, from (1) any person or entity, contracting with the Tribe or Gaming Facility Operator; or (2) any person or entity providing or desiring to provide services, merchandise or equipment to the Tribe's Gaming Operation;
16. deny any agent of the YGC, the appropriate State Gaming Agency, the Tribe's police department or other officials having jurisdiction, upon proper and lawful, demand, access to and inspection or disclosure of, any portion of any Gaming Facility, as authorized by applicable laws, regulations or the Compact;

17. conduct Gaming Activities within the Tribe without complying with the terms and conditions of the Chapter, the Compact, or the Act; or
 18. fail to comply with any other provision of this Chapter.
- B. Civil Penalties. Any Person who violates, attempts to violate, or conspires to violate, any provision of this Chapter, the Compact, or the Act is subject to civil penalties, including exclusion from any Gaming Facility, exclusion or termination from employment by the Tribe, denial, suspension or revocation of a Tribal Gaming Regulatory License by the YGC, exclusion from the Tribe's Reservation if a non-member of the Tribe, or with respect to any person who is subject to the civil jurisdiction of the Tribe, the imposition by the YGC of civil fines of up to five thousand dollars (\$5,000.00) for each such violation, the exact amount of which shall be as determined by the YGC. Any violation of this Chapter by any individual or entity also may be referred to the appropriate law enforcement agency for prosecution.
- C. Civil Remedies. The YGC may in the name of the Tribe bring any civil action in the courts of the Tribe to enforce the provisions of this Chapter, the Compact, or the Act or to enjoin or otherwise prevent any violation of this Chapter, the Compact, or the Act occurring within the territorial jurisdiction of the Tribe.

24.17 Transition Provisions.

- A. Existing Games Lawful. Subject to the provisions of the Compact and notwithstanding any other provision of this Chapter, any Gaming Facilities otherwise legally situated within the Tribe, and Gaming Activities carried on at such facilities as of the date on which this Chapter becomes effective, shall be lawful until the day that is 120 days after the date on which applications for licenses of such facilities and personnel are due to be submitted, to the YGC established hereunder; provided, that the YGC may, upon application by the Gaming Facility Operator, extend such period to permit proper processing of any duly filed application.
- B. Repeal of Prior Chapters and Resolutions. Upon enactment of this Chapter, Ordinance 13 (1995 Revision) (referred to as the Tribe's Gaming Ordinance), and any other Resolutions or Ordinances of the Tribe which are inconsistent with this Chapter, are hereby superceded and repealed.

24.18 Amendments.

- A. Amendments. This Chapter may be amended by action of the Tribe's Board of Directors.