



STEVE SISOLAK
Governor

NEVADA GAMING CONTROL BOARD

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PHIL KATSAROS *Member*
BRITTNIE WATKINS, *Member*

WAGERING ACCOUNTS

REGULATION 5.225(20) MODEL RESERVE AGREEMENTS

To assist licensees and financial institutions in meeting the requirements of Regulation 5.225(20), model reserve agreements have been developed for reserves maintained in the form of cash, cash equivalent, or a bond. A sample format for an irrevocable letter of credit is available from the Audit Division; however, most banks have their own requirements.

To ensure that your agreement is prepared correctly, we recommend that you use these forms and simply complete the blanks with the appropriate information. You are not required to use these forms as long as the format you use meets the criteria. If applicable to your operations, paragraphs 4 and/or 5 of the Agreement and 7 and/or 8 of the Bond should be included to ensure compliance with Regulations 5A.125 and/or 22.040, respectively.

Any questions regarding Regulation 5.225(20) or the agreements should be directed to the Audit Division in Las Vegas at (702) 486-2060.

DS

Account Number: _____

AGREEMENT

THIS AGREEMENT is made and entered into on _____ (“Date”), by and between _____ (“Bank”), whose office address is _____, and _____ (“Licensee”), whose office address is _____.

WITNESSETH

WHEREAS, the Licensee offers (or intends to offer) wagering accounts, and requires a reserve account, as prescribed in Nevada Gaming Commission Regulation 5.225(20), for an amount not less than the greater of \$25,000 or the sum of all patrons’ funds held in the wagering accounts;

WHEREAS, the Bank is a federally insured financial institution which desires and intends to issue and deliver a _____ for the Licensee’s reserve account,

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Upon receipt of a check in the amount of \$ _____ from the Licensee, the Bank shall issue a _____ in the aggregate amount of \$ _____, payable jointly in the names and to the order of the Nevada Gaming Control Board and the Licensee.
2. The _____ shall be released and delivered only as prescribed in Nevada Gaming Commission Regulation 5.225(20), and more particularly as prescribed in paragraph (d) of that section which provides as follows:

“(d) The agreements described in paragraph (c) of this subsection must reasonably protect the reserve against claims of the licensee’s creditors other than the patrons for whose benefit and protection the reserve is established, and must provide that:

- (1) The reserve is established and held in trust for the benefit and protection of patrons to the extent the licensee holds money in wagering accounts for such patrons;
 - (2) The reserve must not be released, in whole or in part, except to the [Nevada Gaming Control] Board on the written demand of the [Board] Chair or to the licensee on the written instruction of the Chair. The reserve must be available within 60 days of the written demand or written notice. The licensee may receive income accruing on the reserve unless the Chair instructs otherwise pursuant to paragraph (k) of this subsection;
 - (3) The licensee has no interest in or title to the reserve or income accruing on the reserve except to the extent expressly allowed in this subsection;
 - (4) Nevada law and this subsection govern the agreements and the licensee’s interest in the reserve and income accruing on the reserve;
 - (5) The agreements are not effective until the Chair’s approval has been obtained pursuant to paragraph (e) of this subsection; and
 - (6) The agreements may be amended only with the prior, written approval of the Chair.”
3. It is a condition of this agreement that it shall be considered renewed for one year from the present or any future maturity date unless at least thirty (30) days prior to said maturity date, the Bank shall notify the Board that this agreement will not be extended for an additional period.
 4. If applicable, for each interactive gaming operation, in addition to the requirements established for wagering accounts noted above, the required reserve amount pursuant to Regulation 5A.125 is 25% of the total amount of authorized players’ funds held in interactive gaming accounts, excluding those funds that are not redeemable for cash, and the full amount of any progressive jackpots related to interactive gaming.

5. If applicable, for each race book and/or sports pool, notwithstanding the requirements established for wagering accounts noted above, the required reserve amount pursuant to Regulation 22.040, is the greater of \$25,000 or the sum of the amounts held by the book for the account of patrons, amounts accepted by the book as wagers on contingencies whose outcomes have not been determined, and amounts owed but unpaid by the book on winning wagers through the period established by the book for honoring winning wagers.

In witness whereof, the parties hereto have caused this Agreement to be duly made, executed and delivered on the day and year first above written.

Bank

Licensee

Name (Signature)

Name (Signature)

Name (Print)

Name (Print)

Bond Number: _____

BOND

_____, as principal, and _____, a surety company organized and existing under the laws of the State of _____ and authorized to do business under the laws of the State of Nevada, as surety, are hereby held and firmly bound unto the Nevada Gaming Control Board for its use and benefit the penal sum of _____ (\$ _____) lawful money of the United States of America, for which sum, well and truly to be paid, we hereby bind ourselves, our heirs, executors, successors, administrators, and assigns, jointly and severally.

This obligation is conditioned as follows:

1. The principal offers (or intends to offer) wagering accounts. Pursuant to Nevada Gaming Commission Regulation 5.225(20), the Nevada Gaming Control Board requires security ("the reserve") for an amount not less than the greater of \$25,000 or the sum of all patrons' funds held in the wagering accounts.
2. This bond is provided by the principal and surety pursuant to Nevada Gaming Commission Regulation 5.225(20)(d), which requires that the reserve be protected against claims of the principal's creditors other than the patrons for whose benefit and protection the reserve is established, and further provides that:
 - (a) The reserve must be established and held in trust for the benefit and protection of patrons to the extent the principal holds money for their account;
 - (b) The reserve must not be released, in whole or in part, except to the Nevada Gaming Control Board on the written demand of its Chair or to the principal on the written instruction of the Board Chair. The reserve must be available within 60 days of the written demand or written notice. The principal may receive income, if any, accruing on the reserve unless the Board Chair instructs otherwise pursuant to Regulation 5.225(20)(k);
 - (c) The principal has no interest in or title to the reserve or income accruing on the reserve except to the extent expressly allowed in Regulation 5.225(20);
 - (d) Nevada law and Regulation 5.225(20) govern any agreement establishing the reserve and govern the principal's interest in the reserve and in income accruing on the reserve;
 - (e) Any agreement establishing the reserve is not effective until the Board Chair's approval has been obtained pursuant to Regulation 5.225(20)(e); and
 - (f) Amendments to any agreement establishing the reserve may not be made without the prior, written approval of the Board Chair.
3. Therefore, if the principal shall well and truly comply with all of the provisions of Regulation 5.225(20), and in particular pay, promptly when due and demanded, all amounts held for the account of its patrons, then this obligation shall be null and void, but shall otherwise remain in full force and effect.
4. Upon the principal's failure to comply with any or all of the provisions of Regulation 5.225(20), and in particular upon the principal's failure to pay, promptly when due and demanded, all amounts held for the account of its patrons, the Chair of the Nevada Gaming Control Board may make demand upon the surety for the payment of the amount of the default by said principal up to but not to exceed the amount of its liability as defined by this bond, and in addition any costs or attorney's fees incurred in collecting the same.

5. The surety reserves the right to withdraw except as to any liability already incurred or accrued hereunder, and may do so upon giving written notice of withdrawal to the Nevada Gaming Control Board. Withdrawal shall not be effective until 60 days have elapsed after receipt of the notice by the Board. Withdrawal shall not affect the surety's liability arising out of any amounts accepted by the principal for the account of patrons prior to the expiration of the 60-day period.
6. It is a condition of this bond that it shall be considered renewed for one year from the present or any future maturity date unless at least thirty (30) days prior to said maturity date, the Bank shall notify the Board that this bond will not be extended for an additional period.
7. If applicable, for each interactive gaming operation, in addition to the requirements established for wagering accounts noted above, the required reserve amount pursuant to Regulation 5A.125 is 25% of the total amount of authorized players' funds held in interactive gaming accounts, excluding those funds that are not redeemable for cash, and the full amount of any progressive jackpots related to interactive gaming.
8. If applicable, for each race book and/or sports pool, notwithstanding the requirements established for wagering accounts noted above, the required reserve amount pursuant to Regulation 22.040, is the greater of \$25,000 or the sum of the amounts held by the book for the account of patrons, amounts accepted by the book as wagers on contingencies whose outcomes have not been determined, and amounts owed but unpaid by the book on winning wagers through the period established by the book for honoring winning wagers.

DATED THIS _____ .

In witness whereof, the parties hereto have caused this Agreement to be duly made, executed and delivered on the day and year first above written.

Insurance Company

Licensee

Name (Signature)

Name (Signature)

Name (Print)

Name (Print)

Title (Print)

Title (Print)