



3755 Breakthrough  
Las Vegas, NV 89135  
P: (702) 341-2400

## Vendor Request / Change Form

Vendor name as it should appear on the check:	
Type of business:	<input type="checkbox"/> New <input type="checkbox"/> Change
Remittance Address:	City:
	State: Zip:
Main Address (if different from above):	City:
	State: Zip:
Phone:	Fax:
Tax Reporting Name :	<input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Exempt Payee <input type="checkbox"/> P Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> LLC Corporation (C,S or P) <input type="checkbox"/> Other _____
Department of Taxation Sales/ Use Tax Permit# (attach copy of certificate) # City/State:	Tax ID (EIN or SS#):
Accounts Receivable contact name :	Phone & Ext:
	Fax:
	Email:
Sales Representative name:	Phone & Ext:
	Cell:
	Fax:
	Email:
Order desk email:	Order desk fax:
Bid coordinator email:	IT Related products/ services: <input type="checkbox"/> Yes <input type="checkbox"/> No
Nature of purchases:	Payment terms: <b>Net30</b> (shorter terms available when discounts apply)
Date completed, sign, and title:	

### For internal use:

Add to RedRock <input type="checkbox"/> Yes <input type="checkbox"/> No	Date, Dept and person requesting vendor:
Purchasing Manager approval:	
Property:	Class:
Vendor Code:	1099 Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
Entered on: by:	Requestor notified by:

Current W-9 is a requirement for all new or changes to vendor. We reserve the right to request additional information based on types of services and or products being supplied by vendor.

Please send all new submissions to: [agpurchasing@affinitygaming.com](mailto:agpurchasing@affinitygaming.com)



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## Vendor Request / Change Form

### **AFFINITY GAMING (VSR) REQUEST FOR VENDOR SUITABILITY REVIEW**

All vendors of goods and services must fill out a vendor suitability review form. We reserve the right to request additional information based on types of services and or products being supplied by vendor.

☐ New

☐ Update

Date: \_\_\_\_\_

1. Name (legal and dba) and address of business, type of business entity (e.g., corporation, general partnership, limited partnership, limited liability company, sole proprietorship) and state of incorporation/formation. If a subsidiary, identify parent company. Include names under which licensed. **(No abbreviations)**

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**For all licenses attach copy of license or provide number with beginning and expiration dates.**

2. Company's Federal Tax ID-EIN # \_\_\_\_\_

a. Do you hold any State licenses? ☐ Yes ☐ No

If yes, provide license number : \_\_\_\_\_

b. Do you hold any County Business licenses? ☐ Yes ☐ No

If yes, provide business license number: \_\_\_\_\_

c. Do you have any City Business licenses? ☐ Yes ☐ No

If yes, provide business license number: \_\_\_\_\_

d. Do you hold any other licenses needed to provide goods and/or services? ☐ Yes ☐ No  
(including contractor's licenses)

Please list them below and attach a copy of each.

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3. State Annual Business License Number and state:

\_\_\_\_\_  
(Please attach a copy of your last filing)

4. Sales & Use Tax ID Number and

State : \_\_\_\_\_

(Please attach a copy of your last filing)

5. Modified Business Tax Number and state:

\_\_\_\_\_  
(Please attach a copy of your last filing)

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## Vendor Request / Change Form

6. Identify if your business entity meets any of the following categories and attach supporting documentation.

Is a regulated by a governmental agency or board, such as: The SEC; the federal banking authorities; the Gaming Authorities; a state or local liquor licensing authority; or a state or federal department of transportation

Is a municipal, state or federal governmental agency, or a public or quasi-public institution (for example, a university, convention or visitors authority, municipal stadium).

Is a public utility or similar organization regulated by the local, state, or federal governmental agencies.

Is a publicly traded company or a subsidiary or affiliate of a publicly traded company that is controlled by the publicly traded company.

Is an individual, and the individual or their affiliated organization, is licensed by regulatory agencies or boards (such as doctors, lawyers, accountants, engineers, surveyors, architects, insurance companies).

Is a hotel, motel or other lodging facility which regularly offers rooms and services to the general public, or, in the case of the slot route, a major regional or national grocery or major regional or national convenience store chain. However, a franchisee of such Person is not exempted.

Is a charitable organization.

Is a Related Party

Is certified as a MBE (minority-owned), WBE (woman-owned), SDVE (service disabled veteran enterprise), or Veteran-owned business

8. Please identify a contact person, in case we have questions concerning this form.

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone#: \_\_\_\_\_

email: \_\_\_\_\_

Person completing form:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

### For internal use:

1. ESTIMATED YEARLY EXPENDITURE WITH VENDOR:		
2. DECIPTION OF GOODS OR SERVICES BEING PURCHASED AND REASON WHY:		
3. Was Purchase Bid Out?	Yes (Number of bids required?)	No (If no, basis for not obtaining bids)

Current W-9 is a requirement for all new or changes to vendor. We reserve the right to request additional information based on types of services and or products being supplied by vendor.

Please send all new submissions to: [agpurchasing@affinitygaming.com](mailto:agpurchasing@affinitygaming.com)

# Purchase Order Terms and Conditions

## PURCHASE ORDER TERMS & CONDITIONS

***Affinity Interactive dba Affinity Gaming, and its subsidiaries (as applicable, the “Buyer”)***

**Seller shall provide the goods and/or services described in the Purchase Order subject to the following Terms and Conditions, unless otherwise noted on the face of the Purchase Order.**

**1. ACCEPTANCE.** The purchase order constitutes an offer by Buyer and becomes a binding contract when acknowledged by Seller. If Buyer does not receive an acknowledgment of the purchase order within fifteen (15) days of the date set forth on the purchase order, Buyer may, at its option, cancel the purchase order without any liability to Seller whatsoever. Acceptance of the order is expressly limited to the terms stated on the purchase order and Seller shall be bound thereby upon execution of the acknowledgment of the purchase order or commencement of performance hereunder. Buyer objects in advance to the inclusion of additional or different terms proposed by Seller unless such terms are accepted in writing by an authorized officer of Buyer, and acceptance of the goods shall not be deemed an acceptance of such terms. No change in, modification of, or revision to the purchase order shall be valid and no conditions imposed by Seller in acknowledging the purchase order shall be binding on Buyer unless accepted in writing and signed by an authorized officer of Buyer.

**2. PACKAGING.** All packaging shall be in conformance with good commercial practice. All containers shall have attached identification, including the purchase order number and material descriptions. No charge shall be made for cartons, wrapping, packing, boxing, crating, delivery drayage or other costs, unless such charge is expressly approved by Buyer.

**3. SHIPMENTS.** The goods shall be shipped by Seller in accordance with the shipment terms specified on the purchase order. The original bill of lading (referencing the purchase order number) and a packing list shall be delivered by Seller to Buyer at the “ship to” address on the purchase order as far in advance of the arrival of goods as possible. Buyer is relying on manufacture, shipment, delivery, installation, and acceptance of the goods, as applicable, based on the schedule on the purchase order. Time is of the essence of the purchase order. Seller shall not manufacture, ship or deliver goods in advance of any scheduled date without Buyer’s written consent. Buyer at Buyer’s option, may refuse or return at Seller’s expense all or any part of (a) shipments which do not conform to the shipping or delivery dates specified by Buyer (whether early or late); (b) shipments in excess of the quantities ordered or in lesser quantities than ordered; (c) shipments which contain defective goods or which fail to conform to the purchase order, or (d) goods which are not as represented or warranted. Any storage or warehouse charges or other costs incurred by Buyer due to Seller’s failure to comply with the terms specified in the purchase order will be at Seller’s expense.

**4. INSPECTION & REJECTION.** At Buyer’s option, Buyer may (a) approve any plans and specifications for the goods prepared by Seller prior to Seller commencing manufacture, assembly and/or production of the goods and (b) inspect the goods during manufacture, assembly and/or production. All goods are subject to final inspection and approval by Buyer as to quality of material and workmanship; conformance to specifications, drawings, notes, instructions, engineering notes, technical data and/or samples supplied by Buyer (“data”); and general acceptability of goods. Final inspection shall be at the specified delivery site unless otherwise agreed in writing. Without limiting any other rights it may have, Buyer, at Buyer’s option, may (a) hold, at Seller’s expense subject to Seller’s disposal, all rejected goods, (b)

return all rejected goods to Seller at Seller's expense, including transportation and handling costs, (c) require Seller to repair or replace at Seller's expense any rejected goods, (d) require Seller to refund the price of any rejected goods, or (e) repair defects and deduct the cost of replacement or rejection would otherwise result in cancellation of the order. Acceptance of any portion of the goods ordered shall not obligate Buyer to accept future shipments nor be deemed a waiver of Buyer's rights hereunder or under law. Neither acceptance of any shipment nor payment of any contract price by Buyer shall constitute a waiver of damages or other remedies for any defects in any goods ordered hereby, failure to conform to data, failure to meet any scheduled date, or other breach of the purchase order.

**5. INVOICES / INSTRUCTIONS.** Seller shall invoice Buyer for the goods at the time of final shipment unless otherwise provided in the purchase order. Invoices shall show the purchase order number for each separate purchase order and the code number for each item purchased. Buyer may return for revision any invoice that is not in proper form and the discount period and payment term will be extended until the revised invoice is received. Seller shall comply with Buyer's billing and routing instructions contained herein or otherwise communicated to Seller by Buyer, or pay any extra expense incurred by Buyer because of Seller's failure to do so.

**6. PRICES.** Buyer shall make net payment to Seller in accordance with the terms stated on the purchase order including all charges for freight and insurance, if applicable. The price shall not be changed without Buyer's prior written agreement. Seller represents that the price charged for the goods and services covered by the purchase order is the lowest price charged by Seller to buyers of a class similar to Buyer under conditions similar to those specified in the purchase order.

**7. COMPLIANCE WITH LAW.** Seller warrants that (a) it has obtained all licenses, permits and similar approvals required to manufacture, sell, deliver and, if applicable, install the goods and perform the services required hereunder and (b) the purchase by Buyer hereunder and the services performed by Seller hereunder shall be in compliance with applicable local, state and federal laws, rules, regulations, ordinances and directives. If applicable, Seller shall, at its sole cost and expense, receive and maintain during the term of this Agreement any and all permits required by gaming regulators having jurisdiction over Buyer or any of Buyer's subsidiaries. If Seller fails to obtain or maintain such permits, Buyer may immediately terminate this Agreement and the parties shall have no further obligation or liability hereunder other than with respect to payment obligations incurred up to the date of termination. Seller acknowledges that Buyer and its vendors must comply with regulatory requirements imposed upon them due to Buyer's involvement in gaming operations. Seller acknowledges that this transaction may be subject to review by a regulatory agency and that it may be required to supply information to a regulatory agency in connection with this transaction. Seller agrees that it will respond to all requests from regulatory agencies in a timely manner and will perform its obligations in compliance with all applicable laws. Notwithstanding anything to the contrary, Buyer shall have the sole and exclusive right to terminate the Agreement, without further liability, by written notice upon the occurrence of either of the following events: (1) Seller's failure to timely apply for, obtain or maintain any and all licenses, permits and approvals which may be required from the applicable gaming regulatory agency; or (2) an order or recommendation by the applicable gaming regulatory agency requiring or recommending termination of the Agreement.

**8. TAXES.** Seller shall pay any sales, use, excise, income, property, unemployment, social security, or other governmental tax, surcharge, or tariff now or hereafter made or levied by any local, state, or federal government on the goods and/or services, including installation, covered by the purchase order or the consignment or sale contemplated by it, and the price of the goods stated in the purchase order shall not be increased by such taxes.

**9. FORCE MAJEURE.** Neither party shall be liable for failure or delay in performance due to fire, flood, earthquake, unusually severe weather, strikes, labor disputes, war, act of vandalism, destruction, public disobedience, terrorism, the action of civil or military authorities, or other events beyond the reasonable control and without fault or negligence of the affected party. The affected party shall promptly notify the other party in writing, describing the cause and the estimated duration of delay. The affected party shall use commercially reasonable efforts to avoid or remove such cause and continue performance.

**10. NO CONFLICT OF INTEREST.** Seller represents that to their knowledge there is no direct or indirect relationship with any employee of Affinity Interactive. Should there be such a relationship, the Seller must provide a disclosure statement. Affinity Interactive will review and determine whether the conflict is material.

**11. GENERAL WARRANTIES.** Seller warrants that all goods furnished hereunder, whether supplied by Seller or by someone else, will (a) be new and of first quality, (b) be free from defects in materials and workmanship, (c) conform to applicable data, (d) be free from design and specification defects whether or not manufactured to Seller's specifications, (e) be fit for the purpose for which intended, (f) be of merchantable quality and fit and safe for consumer use, and (g) be free and clear of all liens and encumbrances at the time of shipment. All warranties hereunder shall run to Buyer its successors, assigns customers and the ultimate users or consumers of such goods. The express warranties contained herein shall not be deemed to limit, diminish, reduce, or waive any duties, warranties, or guaranties given separately by Seller or in law (expressed or implied). All warranties contained in the purchase order shall be construed as consistent and cumulative with one another and with all warranties in law or given separately by Seller. In the event of a breach of any warranty in the purchase order, Buyer shall have all rights and remedies available at law or in equity.

**12. CHANGES.** Buyer may at any time, by written notice to Seller, make changes in the purchase order, including without limitation, changes in the specification of the goods, quantities, method of shipping or packing, place of inspection, acceptance, point of delivery schedule, or other terms of the purchase order. If any such change increases or decreases the cost of goods or the time required to performance of such order, Seller shall notify Buyer within five (5) days after receipt by Seller of the request for change and, if such change is acceptable to Buyer, then Buyer and Seller shall execute a change order or PO modification approving the same. No such change shall be effective without an executed change order or PO modification.

**13. INDEMNIFICATION / INSURANCE.**

a. Seller agrees to indemnify and defend Buyer, its affiliates, officers, employees, agents, successors and assigns, for and against any and all claims, actions, obligations, liabilities, fines, penalties, damages, losses, costs, expenses and attorney's fees arising from or connected with the goods purchased and services rendered hereunder, including without limitation, any of the following: (i) breach of express or implied warranty, strict liability, or other liability arising from any defect in the goods purchased or the methods utilized in performing the order, (ii) the acts or omissions of Seller or any party under Seller's control, (iii) any claim of infringement of patent, trademark, trade name, copyright, trade secret, or other similar claim of right now or hereafter existing under the laws of any state or county relating to the manufacture, sale or use of the goods, (iv) any claim for royalties, unfair competition, or the like, arising from any license or like agreement or arrangement between Seller and third parties regarding such goods, or (v) the delivery and/or installation of any goods by Seller or any party under Seller's control on property owned, leased, occupied, or controlled by Buyer.

b. Seller shall maintain, and provide Buyer with proof that it maintains, the insurance policies as required on the Affinity Interactive Insurance Requirements, incorporated herein by reference.

#### **14. SUPPLEMENTARY INFORMATION / EQUIPMENT.**

- a. Any data referred to in the purchase order or provided by Buyer to Seller shall be deemed to be incorporated herein by reference as if fully set forth. If any discrepancies exist in such data, Seller shall refer such matter to Buyer for instructions or interpretation.
- b. Buyer shall retain title to all data and information supplied to any person or entity other than the Seller's employees, subcontractors, or government inspectors. Unless requested earlier, Seller shall promptly return all such data and information to Buyer upon completion of the purchase order.
- c. Any equipment or tools purchased or manufactured specifically for the production, manufacture, or assembly of Buyer's goods shall be delivered to Buyer at the earlier of completion of work or cancellation of the purchase order, and no additional purchase price shall be charged to Buyer for such equipment or tools.

**15. WORK AT SITE.** When the purchase order requires installation, or work at the site, (a) all work, whether on- or off-site, shall be done in strict accordance with union regulations, as applicable, (b) insurance satisfactory to the Buyer shall be obtained and certificates evidencing such insurance shall be furnished before work is started, (c) prior to payment of the purchase price, Seller shall furnish lien waivers, releases, affidavits, and other documents to keep Buyer's premises lien free, and (d) Seller shall comply with all of Buyer's requirements relating to job procedures, formalities, payrolls, etc.

**16. RESPONSIBILITY FOR GOODS & RISK OF LOSS.** Unless otherwise provided in the purchase order, goods shall be shipped "F.O.B. Delivery" and all risk of loss of goods covered hereby shall be borne by Seller until goods have been received and accepted by Buyer or received, installed, and accepted by Buyer, whichever is applicable.

**17. LICENSE.** If any software is necessary to operate the goods, Seller hereby grants to Buyer a perpetual, irrevocable and transferable license to use such software and any accompanying manuals. Seller shall provide Buyer with any updates, changes or modifications to such software and user manuals at no additional charge. Seller warrants that Seller has the right, title and authority to license any such software and that such software does not infringe on any other party copyright, patent, trade secret or other intellectual property rights.

**18. SAFETY DATA SHEETS.** Seller shall provide a current safety data sheet (SDS) for each good supplied for which a SDS is required by applicable Law.

**19. ARCHITECTURAL/ARTISTIC WORKS.** All of the results and proceeds of Seller's services hereunder ("Materials"), including without limitation, the goods, shall be considered as a work made for hire under the United States Copyright Act of 1976, with Buyer being deemed the author of the Materials. The parties acknowledge that the terms of such arrangement, all such Materials, all elements thereof (including development of research materials) and all rights related thereto are the sole and exclusive property of Buyer, its successors and assigns, absolutely, for all copyright terms and renewal terms, throughout the world, and for all uses and purposes whatsoever. All subcontractors or materials providers of Seller shall be hired under a work made for hire agreement suitable in form and content to Buyer. Seller and all subcontractors and materials providers shall prepare all Materials subject to the approval, and under the creative direction and control, of Buyer. In the event any Material is deemed not to be a work made for hire, then Seller agrees to and does hereby assign and transfer all right, title and interest in and to the Materials throughout the world, including the copyrights and all works of authorship, to Buyer for good and valuable consideration, receipt of which Seller hereby acknowledges, and Seller waives any statutory, equitable, "moral", or other rights that may accrue to it as a result of the production of the Materials. To effectuate such assignment, Seller hereby grants Buyer an irrevocable power of attorney, coupled with an interest. Buyer

shall own all rights, title and interest (including copyrights and trademarks) in and to the Materials and shall have the right without any consent, notice or approval of any party, to add, alter, revise, adapt or interpose other material in the Materials or to destroy, distort, mutilate or otherwise modify the Materials. Seller further agrees to promptly execute any further assignments as may be requested by Buyer to ensure Buyer's ownership of the Materials and any further specific waivers that may be necessary to waive all residual or "moral" artists' rights under the Visual Artist's Rights Act of 1990 and any relevant state statutes. Seller hereby represents, warrants and covenants that the Materials shall be delivered free and clear of any and all liens, claims, or rights of any type whatsoever, that the production or exploration of the Materials in the exercise of Buyer's rights hereunder will not violate or infringe upon any copyright, literary right, intellectual property right, trademark, trade name, right of privacy or publicity, or any other right of any person or entity. Seller will obtain a written release from any person required to make this representation and warranty true, complete and correct to otherwise permit Seller to assign all rights to the Materials.

## **20. CANCELLATION.**

a. In addition to all other rights and remedies provided for hereunder or under law (including without limitation, damages) Buyer may cancel all or any part of the purchase order: (i) if Seller breaches any of the terms, warranties or provisions hereof, (ii) upon the occurrence of any event entitling Buyer to reject the goods, or (iii) if any insolvency proceeding is instituted by or against Seller.

b. Buyer, in Buyer's sole discretion, may cancel the purchase order at any time as to the goods not then delivered.

c. Buyer shall not be deemed to have cancelled the purchase order unless it notifies Seller of its intent to do so in writing. Upon receipt of such notice, Seller will immediately stop work and notify any other parties performing any part of the work and will protect property in Seller's possession in which Buyer has or may acquire an interest.

d. Unless the Seller exercises its right to cancel because of the events described in paragraph a. above or because of other event or condition caused by or under the control of Seller, Seller may claim (i) reimbursement for actual out-of-pocket costs incurred by Seller as a result of such cancellation (exclusive of costs for materials that Seller can use on other orders) and (ii) a reasonable profit on the work performed by Seller prior to cancellation. Such claim must be made within twenty (20) days of the notice of cancellation and the total amount of such claim shall not exceed the purchase price for the completed goods.

## **21. GENERAL.**

a. Any overtime or other additional extraordinary costs incurred by Seller to perform its obligations under or otherwise comply with the purchase order shall be borne by Seller.

b. Except as may be necessary to insure performance hereunder, Seller shall not disclose the terms or existence of the purchase order to any third party without Buyer's prior written consent, which may be given or withheld in Buyer's sole discretion. Seller shall keep strictly confidential any information regarding Buyer's business or operations directly or indirectly furnished in connection with the purchase order.

c. Seller's sole remedy under the purchase order shall be the recovery of monetary damages as provided herein.

d. Seller shall provide adequate assurance of due performance of Seller's obligations hereunder within three (3) business days of Buyer's written demand for such assurance, and failure to provide such assurance shall be deemed a default hereunder.



- e. All representations and warranties shall survive the termination of the purchase order and/or the delivery and acceptance of the goods and the payment of the purchase price.
- f. Forbearance or indulgence by either party shall not constitute a waiver of the terms and conditions of the purchase order.
- g. In the event of a dispute between the parties arising out of the purchase order, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.
- h. The purchase order constitutes the entire agreement between the parties and supersedes all prior contracts, representations, negotiations and terms pertaining to the goods, whether written or oral.
- i. The purchase order shall be governed by and construed according to the laws of the State of Nevada without giving effect to choice of law principles. The courts of Nevada shall have exclusive jurisdiction over matters relating to the purchase order.
- j. Seller agrees not to use the name, logo, or any other marks owned by or associated with the Buyer or the name of any representative of the Buyer in any sales promotion work or advertising, or any form of publicity.

**22. SUBJECT TO CHANGE.**

All terms and conditions are subject to change at any time without notice.

# Affinity Gaming

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Prior to the final approval of Vendor's contract with Affinity Interactive dba Affinity Gaming (as defined below, Vendor (and any sub-tiers) must comply with the following insurance requirements.

**These insurance requirements will apply, as of the date of Vendor's signature below and continuing thereafter indefinitely, to any and all agreements between Vendor and Affinity Gaming and/or its subsidiaries and affiliates (collectively, "Affinity Gaming"), unless mutually agreed otherwise.**

Vendor shall at all times during the contract period, provide and maintain the following insurance at Vendor's own expense. Should Vendor fail to furnish said notice or obtain the policies as is provided in this Agreement, and at the times herein provided, Affinity Gaming may obtain such insurance and the premiums on such insurance shall be deemed to be an Additional Charge to be paid by Vendor upon demand.

In no event shall work/project/service be performed until the required evidence of Insurance is provided and approved by Affinity Gaming.

1. All insurance shall be procured from reputable insurers authorized to do business in the State in which the work/project/service is taking place and having an A.M. Best rating of at least A- Class VIII.
2. Deductible/Self Insured Retention on any policy greater than \$25,000; requires approval from Affinity Gaming.
3. All insurance required herein, shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage is acceptable.

All insurance coverages required shall apply on a primary and non-contributory basis and in excess of any insurance or self-insurance program carried by the Affinity Gaming.

Vendor shall require that all policies include provisions that allow for waiver of recovery in favor of Affinity Gaming, under subrogation or otherwise where permitted by state law.

4. Vendor shall provide at least thirty (30) days prior written notice to Affinity Gaming in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal in coverage(s), it is Vendor's responsibility to replace coverage to comply with these requirements so there is no lapse of coverage for any time period.
5. Vendor shall provide Affinity Gaming with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of the work/project/service.

Certificates of Insurance shall be provided to: Affinity Gaming., Attn: Risk Management, 3755 Breakthrough Way, Suite 300, Las Vegas, NV 89135.

Failure of the Affinity Gaming to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Affinity Gaming to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

# Affinity Gaming

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## 6. Commercial General Liability Insurance:

### a) Coverages:

- i. Coverage is to be provided by the standard Commercial General Liability insurance policy (“Occurrence Form”, edition 1998 or later) and on a primary and non contributory basis;
- ii. Policy shall provide for contractual liability or contain no provision that otherwise limits coverage for indemnity provisions set forth in this agreement.

### b) Minimum Limits of Liability

\$1,000,000	Each Occurrence
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal Injury and Advertising Injury
\$2,000,000	General Aggregate

## 7. Business Automobile Liability Insurance Covering All Owned, Non-Owned and Hired Automobiles:

- a) Minimum Limits of Liability: \$1,000,000 Per Accident for Bodily Injury and Property Damage Combined Single Limit;

## 8. Workers Compensation and Employer’s Liability:

- a) Coverage A, Workers Compensation – Statutory benefits as required by the Workers Compensation Laws of the State in which this work/project/service is taking place, covering all employees;
- b) Coverage B, Employer’s Liability Minimum Limits:

\$1,000,000	Each Accident
\$1,000,000	Disease – Each Employee
\$1,000,000	Disease – Policy Limit;
- c) Blanket Waiver of Subrogation, where permitted by state law;

## 9. Commercial Umbrella Liability Insurance:

- a) Following Form Basis of the underlying Commercial General Liability, Business Automobile Liability, and Employer’s Liability coverage; and

## Affinity Gaming

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- b) Minimum Limit of Liability: \$3,000,000 per Occurrence and \$3,000,000 Aggregate Limit;
  - c) Umbrella coverage limits are to be exhausted prior to any other coverage that may be available to Affinity Gaming under any other policies or coverage.
10. Professional/Errors and Omissions Liability Insurance: Professional/errors and omissions liability insurance to include technology services in an amount not less than \$2,000,000 Per Claim and \$2,000,000 Aggregate shall be maintained
11. Additional Insured Provision: The insurance policies identified in paragraphs (6), (7) and (9) shall include an endorsement naming the following as Additional Insureds: Affinity Gaming., subsidiaries and affiliated companies including their respective directors, officers, agents and employees are to be named as additional insureds with respect to the general liability including products/completed operations, auto liability and excess liability. These policies are primary and non-contributory. Waiver of subrogation applies to all.

Sub insurance: The above insurance provisions shall also apply to any subcontractors engaged to perform work outlined in this agreement. The sub-contractor shall provide certificates of insurance to Affinity Gaming evidencing coverages and requirements above, including coverage provisions naming Affinity Gaming, its affiliates and subsidiaries and their respective officers and directors as additional insured and waivers of subrogation. At the Affinity Gaming's sole discretion, and with written notice from Affinity Gaming, the insurance requirements for a specific Subcontractor may be modified or waived.

AGREED TO AND ACCEPTED:

Vendor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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04-04-2022

# Affinity Gaming

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Contractors, vendors and sub-contractors of any tier shall at all times during the contract period, (including the maintenance/guarantee/completed operations), provide and maintain the following insurance at Contractor's own expense.

**These insurance requirements will apply, as of the date of Contractor's signature below and continuing thereafter indefinitely, to any and all agreements between you and Affinity Interactive dba Affinity Gaming and/or its subsidiaries and affiliates (collectively "Affinity Gaming"), unless mutually agreed otherwise.**

Contractor shall at all times during the contract period, provide and maintain the following insurance at its own expense. Should Contractor fail to furnish said notice or obtain the policies as is provided in this Agreement, and at the times herein provided, Affinity Gaming may obtain such insurance and the premiums on such insurance shall be deemed to be an Additional Charge to be paid by Contractor upon demand.

In no event shall work/project/service be performed until the required evidence of Insurance is provided and approved by Affinity Gaming.

1. All insurance shall be procured from reputable insurers authorized to do business in the State in which the work/project/service is taking place and having an A.M. Best rating of at least A- Class VIII.
2. Deductible/Self Insured Retention on any policy greater than \$25,000; requires approval from Affinity Gaming.
3. All insurance required herein, with the exception of the professional/errors and omissions liability and Pollution Liability insurance shall be written on an "occurrence" basis and not a "claims-made" basis.
  - a) The retroactive date must be on or prior to the start of work under this contract; and
  - b) The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of at least three years.
4. Commercial General Liability Insurance:
  - a) Coverages:
    - i. Coverage is to be provided by the standard Commercial General Liability insurance policy ("Occurrence Form", edition 1998 or later) and on a primary and noncontributory basis;
    - ii. Policy shall provide for contractual liability or contain no provision that otherwise limits coverage for indemnity provisions set forth in this agreement.
    - iii. Hazards of premises/operations, independent contractors, products and completed operations; contractual liability coverage (for any contract related to the work) with no limitation on the sole negligence of the third party, personal injury and advertising injury, broad form coverage and XCU coverage and,
    - iv. No mold/fungus, lead, asbestos, EIFS or silica exclusions BASED ON THE SPECIFIC WORK OUTLINED IN THE CONTRACT; and if the policy contains any of these exclusions, these must be clearly marked on the certificate of insurance and discussed with and approved in writing by Affinity Gaming.
    - v. Products and Completed Operations coverage shall be maintained for three (3) years after substantial completion of work.
  - b) Minimum Limits of Liability

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# Affinity Gaming

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\$1,000,000	Each Occurrence
\$2,000,000	Products/Completed Operations Aggregate (per project basis)
\$1,000,000	Personal Injury and Advertising Injury
\$2,000,000	General Aggregate

5. Business Automobile Liability Insurance Covering All Owned, Non-Owned and Hired Automobiles:

- a) Minimum Limits of Liability: \$1,000,000 Per Accident for Bodily Injury and Property Damage Combined Single Limit;
- b) If Contractor's scope of services includes the transportation of hazardous materials to or from the project site, Contractor shall be required to include pollution coverage by procuring and continuously maintaining current editions of endorsements MCS-90 and CA9948, or their equivalents to their auto policy.

6. Workers Compensation and Employer's Liability:

- a) Coverage A, Workers Compensation – Statutory benefits as required by the Workers Compensation Laws of the State in which this work/project/service is taking place, covering all employees;
- b) Coverage B, Employer's Liability Minimum Limits:
  - \$1,000,000 Each Accident
  - \$1,000,000 Disease – Each Employee
  - \$1,000,000 Disease – Policy Limit;

7. Commercial Umbrella Liability Insurance:

- a) Following Form Basis of the underlying Commercial General Liability, Business Automobile Liability, and Employer's Liability coverage; and
- b) Minimum Limit of Liability: \$5,000,000 per Occurrence and \$5,000,000 Aggregate Limit;
- c) Umbrella coverage limits are to be exhausted prior to any other coverage that may be available to Affinity Gaming under any other policies or coverage.

8. Contractor's Pollution Legal Liability Coverage: Contractor shall maintain pollution insurance providing coverage for sudden, accidental or gradual pollution conditions that arise as a result of services or duties performed or completed in accordance with this contract. Coverage shall allow for bodily injury, property damage and clean-up expenses, regardless of whether contamination is discovered at or away from the site.

- a) Minimum Limits of Liability: \$2,000,000/\$2,000,000 per Occurrence/Aggregate

9. Professional/Errors and Omissions Liability Insurance: If Contractor or Sub-Contractor renders professional services, professional/errors and omissions liability insurance in an amount not less than \$3,000,000 Per Claim and \$3,000,000 Aggregate shall be maintained.

## Affinity Gaming

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10. Contractors Equipment Insurance: Contractor shall maintain Property Coverage for their owned, leased, rented or borrowed equipment at projects and jobsites and while equipment is in transit, including but not limited to mobile equipment, tools, trailers, generators, mixers, hoists, loaders, etc.
11. Additional Insured Provision: The insurance policies identified in paragraphs (4), (5), (7), (8), and (10) shall include an endorsement naming the following as Additional Insureds: Affinity Gaming, subsidiaries and affiliated companies including their respective directors, officers, agents and employees are to be named as additional insureds with respect to the general liability including products/completed operations, auto liability, excess liability and pollution legal liability. With respect to General Liability described in (4) above, additional insured status must be afforded on ISO Form CG2010 and CG 2037 or equivalent forms for on-going and completed operations. These policies are primary and non-contributory and in excess of any insurance or self-insurance carried by Affinity Gaming.
12. Waiver of Subrogation Endorsement: The insurance policies identified in paragraphs (4), (5), (6), (7), (8), (9), and (10) shall include an endorsement waiving rights of recovery or subrogation in favor of Affinity Gaming, subsidiaries and affiliated companies including their respective directors, officers, agents and employees, as permitted by State law.
13. Contractor shall provide at least thirty (30) days prior written notice to Affinity Gaming in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal in coverage(s), it is Contractor's responsibility to replace coverage to comply with these requirements so there is no lapse of coverage for any time period.
14. Contractor shall provide Affinity Gaming with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of the work/project/service.

Certificates of Insurance shall be provided to: Affinity Gaming, Attn: Risk Management, 3755 Breakthrough Way, Suite 300, Las Vegas, NV 89135.
15. Failure of the Affinity Gaming to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Affinity Gaming's to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance

Subcontractor's insurance: The above insurance provisions shall also apply to any subcontractors engaged to perform work outlined in this agreement. The sub-contractor shall provide certificates of insurance to Affinity Gaming evidencing coverages and requirements above, including coverage provisions naming Affinity Gaming, its affiliates and subsidiaries and their respective officers and directors as additional insured and waivers of subrogation. At Affinity Gaming's sole discretion, and with written notice from Affinity Gaming, the insurance requirements for a specific Subcontractor may be modified or waived.

AGREED TO AND ACCEPTED:

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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04-04-2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## SAMPLE FOR REFERENCE

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Sir Value  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				<input checked="" type="checkbox"/> Per Statute <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Affinity Gaming, subsidiaries and affiliated companies including their respective directors, officers, agents and employees are to be named as additional insureds with respect to general liability, auto liability and umbrella liability. These policies are primary and non-contributory. Waiver of subrogation applies to all policies.

<b>CERTIFICATE HOLDER</b> Affinity Gaming 3755 Breakthrough Way, Suite 300 Las Vegas, NV 89135	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
				-				-				
or												
Employer identification number												
				-								

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## **Affinity Gaming Credit Application Information**

Company Name: Affinity Gaming  
3755 Breakthrough Way, Suite 300  
Las Vegas, Nevada 89135  
(702) 341-2400

Tax ID Number: 02-0815199

Subsidiaries: Available Upon Request

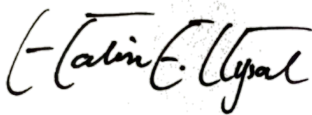
Type of Business: Corporation

Corporate Officers: Andrei Scrivens, Chief Executive Officer  
Halise Ekmen Uysal, Chief Financial Officer  
Erin Barnett, VP and General Counsel

Bank Reference: Fifth Third Bank  
38 Fountain Square Plaza  
Cincinnati, OH 45263  
Kayla Hearld  
P: (513) 534-5043

Trade References:

US Foodservice 1685 W. Cheyenne Ave North Las Vegas, NV 89032 Lynda Kelly P: (702) 636-3190 F: (702) 636-3807 Acct#: 13941091	State Restaurant Equipment 3163 S. Highland Drive Las Vegas, NV 89109 Regina Howe P: (702) 733-1515 X-130 F: (702) 733-0814 Acct#: 185, 1195
L&M Foodservice 885 Airpark Drive Bullhead City, AZ 86429 Tami Watkins P: (702) 298-4999 X 1329 F: (928) 754-2441 Acct#: 252120, 221350	Southern Glazer's Wine & Spirits 8400 S. Jones Blvd. Las Vegas, NV 89139 Anne Murtagh P: (702) 492-7583 F: (702) 924-8203 Acct#: 149340, 164326



Halise Ekmen Uysal, Chief Financial Officer

I hereby authorize you, to whom this application is made or your agent, to investigate the company's financial and credit worthiness.

## **Affinity Gaming**

### **Credit Application Information**

Company Name: Affinity Gaming  
3755 Breakthrough Way, Suite 300  
Las Vegas, Nevada 89135  
(702) 341-2400

Tax ID Number: 02-0815199

Subsidiaries: Available Upon Request

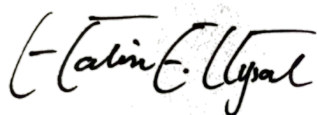
Type of Business: Corporation

Corporate Officers: Andrei Scrivens, Chief Executive Officer  
Halise Ekmen Uysal, Chief Financial Officer  
Erin Barnett, VP and General Counsel

Bank Reference: American State Bank - Account 120669 1000  
Jeffreys Dr.  
P.O. Box 463  
Osceola, IA 50213  
Contact: Mellony Klernesrud, VP  
P: (641) 342-2175  
F: (641) 342-2262

Trade References:

US Foodservice 1685 W. Cheyenne Ave North Las Vegas, NV 89032 Lynda Kelly P: (702) 636-3190 F: (702) 636-3807 Acct#: 13941091	State Restaurant Equipment 3163 S. Highland Drive Las Vegas, NV 89109 Regina Howe P: (702) 733-1515 X-130 F: (702) 733-0814 Acct#: 185, 1195
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Halise Ekmen Uysal, Chief Financial Officer

I hereby authorize you, to whom this application is made or your agent, to investigate the company's financial and credit worthiness.



## **Affinity Gaming**

### **Credit Application Addendum Subsidiaries**

**Company Name:**

Affinity Gaming  
#02-0815199  
3755 Breakthrough Way, Suite 300  
Las Vegas, NV 89135  
(702) 341-2400

**Subsidiaries:**

HGI -St. Jo, LLC  
#20-1455320  
dba St. Jo Frontier  
777 Winners Circle  
St. Joseph, MO 64505  
(800) 888-2946

HGI - Mark Twain, LLC  
#20-1455361  
dba Mark Twain Casino & RV Park  
104 Pierce Street  
LaGrange, MO 63448  
(573) 655-4770

HGI - Lakeside, LLC  
#20-1455429  
dba Lakeside Hotel & Casino  
777 Casino Drive  
Osceola, IA 50213  
(641) 342-9511

The Plantation Investment LLC  
#88-0250243  
dba Rail City Casino  
2121 Victorian Ave  
Sparks, NV 89431  
(775) 359-9440

The Primadonna Company, LLC  
#88-0430016  
dba Buffalo Bill's Resort & Casino, Primm Valley Resort & Casino, and  
Whiskey Pete's Hotel & Casino  
31900 Las Vegas Blvd South  
Primm, NV 89019  
(702) 386-7867

**Affinity Gaming**  
**Credit Application Addendum Subsidiaries**

Flamingo Paradise Gaming, LLC  
#88-0446131  
dba Silver Sevens Hotel & Casino  
4100 Paradise Road  
Las Vegas, NV 89169  
(702) 733-7000