

## Standard Use Agreement Form

This video gaming terminal use agreement, hereinafter referred to as the “agreement,” is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is made by and between \_\_\_\_\_, IGB License Number \_\_\_\_\_ (the “terminal operator”) and \_\_\_\_\_, d/b/a \_\_\_\_\_ and located at \_\_\_\_\_, (the “video gaming location”), collectively referred to as “the parties.”

- 1. Definitions:** Terms used in this agreement shall have the meanings ascribed to them by the video gaming law or this agreement. “Video gaming law” includes the Video Gaming Act (“Act”), the rules adopted thereunder, and the Illinois Gambling Act and rules adopted thereunder that are applicable to video gaming by the Act. Throughout this agreement, the word “shall” is used in a mandatory sense.
- 2. Licensing:** Rule 320 requires that a use agreement only exist between two licensed parties. If one party is not licensed at the time of execution, this agreement is not enforceable until all parties are licensed. In the event that a party executes more than one agreement prior to licensure, the agreement executed on the latest date shall control.
- 3. Placement:** The parties agree that the terminal operator shall have the right and obligation to install, maintain, and service \_\_\_\_\_ video gaming terminals as provided by this agreement and associated video gaming equipment within the licensed video gaming location using commercially reasonable efforts and in compliance with the video gaming law. The video gaming location acknowledges that any video gaming terminal and associated video gaming equipment is solely the property of the terminal operator.
- 4. Duration:** The duration of this agreement shall be \_\_\_\_\_. If the terminal operator’s video gaming terminals are not available for play within the video gaming location on the date the parties execute this agreement, this agreement commences on the date that the first video gaming terminal operated by the terminal operator at the video gaming location is made available for play. If the terminal operator’s video gaming terminals are operational on the date the parties execute this agreement, this agreement commences the first day after the agreement proceeding it expires. In no case shall this agreement be in effect longer than eight years. The agreement shall not automatically renew after its expiration date. Each party agrees to notify the other in writing no less than 20 days prior to this agreement’s expiration if the party decides not to renew this agreement.
- 5. No inducements:** The parties expressly acknowledge that nothing was offered or accepted that is prohibited in Section 25(c) of the Act, Rule 250, or Rule 270.
- 6. Hold harmless provision:** The parties agree to indemnify and hold harmless the State of Illinois, the Illinois Gaming Board, and its agents relative to any cause of action arising from this agreement.

7. **Limitation on assignments and transfers by terminal operator:** The terminal operator shall not assign or transfer this agreement to any person or entity other than a licensed terminal operator in a manner consistent with the video gaming law.
8. **Release of licensed video gaming location from contractual obligations:** The video gaming location shall be released from any continuing contractual obligation to the terminal operator in the event that the terminal operator surrenders its license, or has its license revoked, denied, or suspended by final Board Order.
9. **Additional provisions or amendments:** Any additions or amendments to this agreement may be deemed valid only if they are consistent with and not contrary to the provisions of the Standard Use Agreement Form, or any provision in the video gaming law.
10. **Installation of video gaming terminals:** The video gaming terminals shall be installed, maintained, and serviced only by licensed terminal handlers and licensed technicians as defined in the video gaming law.
11. **Disputes:** The terminal operator and licensed video gaming location each acknowledge that the Illinois Gaming Board has authority to resolve disputes as to the validity or enforceability of this use agreement, or any portion thereof, through the petition procedures set forth in subsection (b) of Rule 320.
12. **Signing and dating of agreement:** The terminal operator, licensed video gaming location and the person or persons who acted as sales agent or broker for this agreement, or otherwise solicited business from the licensed video gaming location on behalf of the terminal operator, shall sign and date this agreement in the signature section provided below.
13. **Execution in Counterparts:** This agreement may be executed in counterparts, which together shall constitute one and the same instrument.

<b>Licensed Video Gaming Location</b>	<b>Terminal Operator</b>	<b>Sales Agent, Broker or other Solicitor of Business</b>
Printed Name	Printed Name	Printed Name
Signature	Signature	Signature
Date	Date	Date

*[The names of additional sales agents, brokers, or other solicitors of business shall be printed, signed, and dated here]*