

STANDARD TERMS AND CONDITIONS
FOR CONSULTANTS

This form contract is intended for use with professional consultant services.

**STANDARD TERMS AND CONDITIONS FOR CONSULTANTS
TABLE OF CONTENTS**

1. ENGAGEMENT AND ACCEPTANCE	3
2. AGREEMENT TIME.....	3
3. AGREEMENT SUM.....	3
4. PAYMENT TERMS	3
5. QUALITY OF SERVICES.....	4
6. REPRESENTATIONS AND WARRANTIES	4
7. OWNERSHIP OF WORK	5
8. INDEPENDENT CONTRACTOR.....	5
9. TAXES	5
10. CONFIDENTIALITY.....	6
11. NONCOMPETE.....	6
12. INDEMNIFICATION AND INSURANCE	6
13. AUDIT.....	7
14. TERMINATION/SUSPENSION OF AGREEMENT.....	8
15. DISPUTE RESOLUTION/GOVERNING LAW.....	8
16. NOTICES.....	8
17. NEW VENDOR INFORMATION	9
18. MINORITY BUSINESS ENTERPRISES.....	9
19. COVENANTS AGAINST KICKBACKS	9
20. ASSIGNMENT.....	10
21. WAIVER.....	10
22. INTERPRETATION	10
23. SEVERABILITY	10
24. ENTIRE AGREEMENT	10
25. EFFECTIVE DATE.....	10
26. OFFICIAL ADDRESS.....	10

**STANDARD TERMS AND CONDITIONS
FOR CONSULTANTS**

RECITATIONS

WHEREAS, the Mashantucket Pequot Tribal Nation, or any instrumentality thereof, including, but not limited to, the Mashantucket Pequot Gaming Enterprise d/b/a Foxwoods Resort Casino and d/b/a MGM Grand at Foxwoods (collectively referred to hereafter as “MPTN”) desires to engage the Consultant to perform certain services relating to the Project. The Project shall be described on the Purchase Order (the “PO”) issued by MPTN (the “Project”). The Consultant shall be deemed to accept the Terms and Conditions contained herein upon signature of the PO by Consultant; and

WHEREAS, the Consultant, as more particularly described on the PO (the “Consultant”), is willing to accept such engagement and the parties now desire to set forth, in detail, the terms and conditions of their Agreement.

AGREEMENT

1. ENGAGEMENT AND ACCEPTANCE

MPTN hereby engages the Consultant, and Consultant agrees to provide all consulting services for the Project as set forth in the PO, which shall make specific reference to and incorporate the terms and conditions of this Agreement (the “Services”).

2. AGREEMENT TIME

The Services to be performed under this Agreement shall be completed by the time or in the time period set forth in the PO. Time is of the essence.

3. AGREEMENT SUM

For the completion of the Services by Contractor under this Agreement, MPTN agrees to pay Consultant the amount as set forth on the PO (“Contract Sum”).

4. PAYMENT TERMS

4.1 MPTN agrees to pay amounts due to Consultant within thirty (30) days of MPTN’s receipt of invoices submitted by Consultant. Invoices shall be submitted monthly to the MPTN authorized representative as more fully set forth in the PO. Invoices shall be accompanied by a detailed statement showing the number of hours worked, services rendered and costs incurred. MPTN has no obligation to pay invoices unless and until the detailed statement is submitted by the Consultant to MPTN. Approval of invoices by MPTN shall not be unreasonably withheld. Pending final resolution of an invoice, claim, or other dispute, the Consultant shall proceed diligently with performance of the Services and MPTN shall continue to make payments in accordance with this Agreement.

4.2 Consultant shall be reimbursed by MPTN for reasonable travel expenses (without markup) incurred in the performance of the Services; provided that any expense exceeding \$100.00 must be approved in writing in advance by MPTN. All travel expense claims shall be subject to MPTN government rates and shall be fully supported by receipts. Claims submitted that are not in conformance with this subparagraph may not be paid by MPTN until such time as adequate documentation is provided. *Travel time shall not be billed by the Consultant unless specifically permitted on the PO.*

5. QUALITY OF SERVICES

MPTN shall review, on a continuous basis, all Services rendered or performed by Consultant. All Services will be performed in accordance with currently accepted professional practices by appropriately qualified people who are trained and experienced in the applicable field. Consultant shall use its best efforts to achieve satisfactory results. MPTN shall notify Consultant, in writing, if all or any part of the Services are not acceptable. MPTN shall supply a written explanation of the reasons why the Services have been deemed unacceptable. Such notice shall be supplied no later than ten (10) days following the conclusion of the billing period in which unsatisfactory performance occurred. Consultant shall thereafter, at no additional charge, modify and/or remedy its performance so as to make the Services reasonably acceptable to MPTN. The provisions of this paragraph shall be in addition to any express warranties provided by or through Consultant under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Consultant represents and warrants that:

6.1.1 It has the valid and legal right to enter into this Agreement and that the performance of its obligations hereunder will not violate the terms of any other agreement or understanding to which it is a party, nor conflict with the rights of any third party.

6.1.2 Consultant agrees to comply with all applicable tribal (which may include, but not be limited to, Tribal Land Use and Tribal OSHA; see the MPTN Procurement Home Page and www.mptnlaw.com), federal, state or local laws pertinent to performance of the Services under this Agreement. Consultant further agrees to include the substance of this paragraph in all subcontracts entered into by Consultant.

6.1.3 Consultant will not become engaged during the term of this Agreement with any third party contracts that will interfere with the performance of Consultant's obligations hereunder.

6.2 Consultant shall promptly replace any Consultant personnel whose work or conduct MPTN deems unsatisfactory.

7. OWNERSHIP OF WORK

The parties agree that the Services being performed, and the work product resulting from the Services provided by Consultant, shall be considered “work made for hire” under Section 101 of Title 17 of the United States Code. Any rights to all original material prepared for MPTN and arising out of the Services, or as part of the process of creating the work product, shall belong exclusively to MPTN with no rights being reserved to Consultant. The Consultant shall execute formal written assignments of all such works to MPTN at any time upon request. In the event that such works are determined not to be works made for hire, Consultant hereby irrevocably assigns the exclusive copyright to MPTN.

8. INDEPENDENT CONTRACTOR

Consultant shall be an independent contractor of MPTN. This Agreement is not intended to, nor shall it be construed to create an employment or agency relationship, joint venture or partnership between MPTN and Consultant. Neither MPTN nor Consultant shall have the right or authority to bind the other with respect to any contract or agreement. Consultant will be responsible for all deductions or withholdings for federal or state taxes for itself and its employees. Further, Consultant recognizes and agrees that as an independent contractor it is not entitled to and will not raise any issue or defense based upon or related to the sovereign status of MPTN in the context of third party claims asserted against Consultant or MPTN and related to Consultant’s performance of services for MPTN under this Contract.

9. TAXES

9.1 The Services rendered by Consultant to MPTN are generally not subject to state sales and use taxes. Consultant will include Connecticut sales tax (C.G.S. § 12407 (2)(i)) as follows:

9.1.1 on services rendered to real or tangible personal property of MPTN that are located outside of the Mashantucket Pequot Reservation; or

9.1.2 on services rendered to real or tangible personal property of MPTN which are rendered inside the Reservation for intended use outside of the Reservation.

9.2 Consultant agrees that it is the Consultant’s legal responsibility to pay all applicable federal, foreign, state and local income taxes and self-employment taxes with respect to any amounts received by Consultant (and all personnel hired by Consultant for Consultant’s individual practice) under the terms of this Agreement. Unless otherwise required by applicable law, Owner shall not withhold from the amounts paid to Consultant (or any personnel hired by Consultant for Consultant’s individual practice) any amounts for federal, foreign or state income taxes or self-employment taxes. Owner shall not provide any fringe benefits to Consultant (or any personnel hired by Consultant for Consultant’s individual practice) including, but not limited to, vacation or sick pay, bonuses, life insurance, health insurance, or retirement benefits. Owner will not cover Consultant (or any personnel hired by Consultant for Consultant’s

individual practice) under state unemployment compensation laws or state workers' compensation laws.

9.3 Consultant will indemnify, hold harmless, and release MPTN from any penalty, cost and expense (but not tax) incurred as a result of Consultant's failure to meet or exceed the requirements of this paragraph.

10. CONFIDENTIALITY

Consultant acknowledges that it will be exposed to confidential information of MPTN. Confidential information shall include any information provided to Consultant that is marked "Confidential" or which is not generally available to the public at the time of the issuance of the PO. Confidential information shall not include information which Consultant already had knowledge of prior to the issuance of the PO or which becomes generally known during the Agreement period through no fault of the Consultant. Consultant is hereby authorized to use confidential information solely in connection with performance of the Services. Consultant shall not, directly or indirectly, use, disseminate, disclose, or in any way reveal, beyond the scope of authority granted by MPTN, all or any part of the confidential information and shall use such confidential information only to the extent specifically authorized by MPTN. Consultant shall protect against the dissemination or disclosure of such confidential information by its officers, employees, and representatives or the like, to any third parties. Upon termination of this Agreement, for any reason whatsoever, Consultant shall turn over to MPTN any and all copies it may have of confidential information relative to MPTN. The parties acknowledge that this provision shall survive the expiration and/or termination of this Agreement

11. NONCOMPETE

Consultant shall not, without the express written permission of MPTN, perform any services for Mohegan Sun Casino or any other casino within one hundred fifty (150) miles of Foxwoods during the term of this Agreement and for one (1) year from receipt of final payment pursuant to this Agreement. Such permission to be granted in the sole and unfettered discretion of MPTN. The provisions of this paragraph shall survive the expiration and/or termination of this Agreement.

12. INDEMNIFICATION AND INSURANCE

12.1 Each party hereby agrees to defend, indemnify, and hold the other party (including the indemnitee's Tribal Council Members, officers, employees, and agents) harmless from and against any and all claims, suits, damages, awards, losses, fines, liabilities of any nature arising out of the negligent or willful acts, wrongdoing or omissions of the other including, without limitation, any of the foregoing as they relate to any and all third parties (including reasonable attorney's fees, whether for MPTN staff attorney or outside counsel). The provisions of this subparagraph shall survive the termination or expiration of this Agreement. At any time upon request of MPTN, but in no event later than submission of the invoice for the final payment, Consultant shall provide documentation, reasonably acceptable to MPTN, that all sub-consultants and suppliers have been paid in full. The provisions of this subparagraph shall survive the expiration and/or termination of this Agreement.

12.2 Without limiting the indemnification provided by Consultant under this Agreement, Consultant, at its sole cost and expense, prior to taking any action in connection with this Agreement, shall procure and, thereafter, shall maintain in full force and effect:

12.2.1 for all of its employees workers' compensation insurance with statutory limits coverage and employer's liability coverage of not less than \$1,000,000 per occurrence; and

12.2.2 in the event that the Consultant is a sole proprietor, with no employees, then the Consultant hereby waives any and all claims for Workers Compensation.

12.2.3 Consultant shall have and maintain automobile liability insurance and shall provide proof of such insurance upon request; and

12.2.4 professional liability in the amount of not less than \$1,000,000, at the written request of MPTN.

12.3 In the event that MPTN requires General Liability Insurance, then Consultant shall provide MPTN with a certificate of said insurance naming the "Mashantucket Pequot Gaming Enterprise d/b/a Foxwoods Resort Casino" and "the Mashantucket Pequot Tribal Nation and its Council", and their respective officers, employees and agents as additional insureds with respect to the General Liability Policy. All policies shall include a waiver of subrogation in favor of said additional insureds, contain a severability of interest clause, and contain conditions requiring insurers to notify additional insureds not less than thirty (30) days in advance of cancellation or non-renewal.

12.4 All such policies to be placed with AM Best, A VII rated companies, Weiss ratings B or better and licensed to conduct business in the State of Connecticut.

12.5 All policy certificates shall be supplied to MPTN and shall specifically include the relevant RFP number or PO number and a brief description of the covered scope of work. Policy certificates shall be mailed to:

MPTN Risk Management Department
P.O. Box 3255
Mashantucket, CT 06338

13. AUDIT

MPTN reserves the right to perform an audit of all books and records of Consultant as they may relate to performance of this Agreement at any time. Consultant shall maintain accurate records at all times. Upon three (3) days notice, Consultant shall provide MPTN reasonable access to Consultant's records to verify that pricing, billing and changes in Services conform to the terms of this Agreement. MPTN will be permitted to conduct these audits with its own internal resources or by securing the services of a third party accounting/audit firm, solely at MPTN's election. MPTN shall have the right to copy, at its own expense, any record related to the Services performed pursuant to this

Agreement. MPTN reserves the right to audit as provided herein, irrespective of the nature of this Agreement, be it a fixed sum or based upon an hourly rate. The provisions of this paragraph shall survive the end or termination of this Agreement.

14. TERMINATION/SUSPENSION OF AGREEMENT

This Agreement may be terminated or suspended without cause upon thirty (30) days prior written notice by MPTN or immediately upon an event of default by either party. An event of default shall be defined as a failure on the part of either party to comply with or perform any term, covenant, condition, or agreement to be complied with or performed by such party. In the event of termination or suspension by MPTN, Consultant shall be compensated for the services performed through the effective date of termination or suspension, less any amounts owed to MPTN by Consultant, provided that Consultant delivers to MPTN all completed work or work in progress through the effective date of termination or suspension.

15. DISPUTE RESOLUTION / GOVERNING LAW

The Consultant and MPTN agree that any disputes that may arise under this agreement shall be subject to the jurisdiction of the Mashantucket Pequot Tribal Court (“Tribal Court”) and to the laws of MPTN. The decision of the Tribal Court shall be enforceable in any court of competent jurisdiction. Nothing in this Paragraph 15 or in this Agreement shall prohibit or in any way limit MPTN’s right to seek reimbursement of monies paid for Workers Compensation benefits or Health Benefits, whether MPTN seeks such reimbursement by intervening in a lawsuit pending in a state or federal court or by bringing an independent action in any court having jurisdiction thereof, including state and federal courts.

16. NOTICES

16.1 All notices required by this Agreement or by any court under any applicable provision of law shall be sent to the Consultant on the address appearing on the PO. All notices to be received by MPTN that are related to this Agreement shall be sent to the MPTN contact person (if any) identified in the PO with a copy to:

Jackson T. King, Jr., General Counsel
Office of Legal Counsel
Mashantucket Pequot Tribal Nation
2 Matt's Path, P.O. Box 3060
Mashantucket, CT 06338

16.2 All notices shall be deemed given:

16.2.1 when delivered in hand; or

16.2.2 the day following their delivery to an established overnight carrier; or

16.2.3 three (3) days following their mailing by U.S. Mail, registered or certified, return receipt requested, postage prepaid.

17. NEW VENDOR INFORMATION

Consultant shall accurately complete and submit, at the direction of the MPTN Procurement Department, a New Vendor Information Form (“NVIF”), or any other registration or license application required by tribal or state regulatory authorities. Consultant shall notify MPTN Procurement in writing of any changes in the information supplied on the NVIF. Consultant shall cooperate in any investigation conducted by MPTN, including but not limited to, the Mashantucket Pequot Gaming Commission or Office of the Inspector General. Failure to abide by the requirements of this paragraph is an event of default and may result in the immediate termination of this Agreement.

18. MINORITY BUSINESS ENTERPRISES

18.1 Consultant shall target 15% of all subcontract work, of any tier, to be awarded to Native American Business Enterprises, Minority Business Enterprises, and/or Woman Owned Business Enterprises (“MBE”). Consultant shall report quarterly and shall submit a summary report prior to final payment in a format as specified by the Purchasing Agent. No price factoring is to be considered in subcontract selection. Consultant’s performance regarding MBE placements will be considered as evaluative criteria for this Agreement and for future contract awards.

18.2 Consultant shall not discriminate against any subcontractors or employee on the basis of race, religion, color, sex, age, physical condition or national origin.

19. COVENANTS AGAINST KICKBACKS

19.1 For purposes of this subsection “Money” means any cash, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind.

19.2 For purposes of this subsection a “Tribal Contract” means a written contract with MPTN, Foxwoods, PRxN, or any other subdivision of the Tribe or with any Tribally owned business.

19.3 For purposes of this subsection a “Kickback” means any Money which is provided or is offered, as herein provided, for the purpose of obtaining or maintaining a Tribal Contract or for rewarding favorable treatment in connection with any Tribal Contract.

19.4 Consultant represents, warrants, covenants and agrees that neither Consultant nor its affiliates or any subcontractors (including any of their officers or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee of MPTN or to any member of the Tribe. Consultant further warrants, covenants and agrees that neither Consultant nor its affiliates nor any subcontractors (including any of their officers or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of MPTN or to any member of the Tribe.

19.5 Failure to abide by the provisions of this section may, without further notice, result in the immediate termination of this Agreement.

20. ASSIGNMENT

This Agreement is personal to Consultant and is not assignable.

21. WAIVER

No delay or omission by either party to exercise any right or power hereunder shall impair such right or power or be construed as a waiver. A waiver by either party shall not be construed to be a waiver of any succeeding breach or of any other obligation contained herein.

22. INTERPRETATION

Ambiguities, inconsistencies, or conflicts arising out of or related to this Agreement shall not be strictly construed against MPTN; rather, they shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

23. SEVERABILITY

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void.

24. ENTIRE AGREEMENT

This Agreement and the Purchase Order and any attachments hereto shall constitute the entire Agreement between Consultant and MPTN. It shall supersede all contracts, Agreements or understandings between the parties respecting the subject matter of the PO. In the event of any conflict between the terms of this Agreement and any PO, the terms of the PO shall govern and control. This Agreement may be modified only by and with the mutual consent of both parties. Any modification must be in writing and must be signed by an authorized representative of the Consultant and MPTN.

25. EFFECTIVE DATE

This Agreement has been entered into as of the day and year as set forth on the PO or upon the issuance date of the letter to proceed, whichever is earlier.

26. OFFICIAL ADDRESS

Consultant recognizes that Mashantucket is a separate and sovereign jurisdiction and as such that the correct addresses will be appropriately utilized for all shipments and communications in the course of doing business with each of MPTN's properties, as well as the Mashantucket Pequot Tribal Nation. Where applicable to the subject transaction, Consultant must recognize Mashantucket, CT as a separate and distinct "service area". Consultant agrees to reflect (as appropriate) MPTN's addresses as follows:

Official Address:

*Foxwoods Resort Casino
350 Trolley Line Boulevard
PO Box 3777
Mashantucket CT 06338-3777*

Shipping Address:

As specified on Purchase Order

*MGM Grand at Foxwoods
240 MGM Grand Drive
PO Box 3777
Mashantucket CT 06338-3777*

As specified on Purchase Order

Note: The proper format for correspondence and shipments destined for the *Mashantucket Pequot Tribal Nation* government departments are to follow the following format:

*Name- Department
Street Address
P. O. Box Number
Mashantucket, CT 06338-Box Number*

END OF AGREEMENT