

# Exhibit 1

## EMERALD QUEEN CASINO PURCHASE ORDER TERMS AND CONDITIONS

In addition to the terms and conditions specified on the face thereof, including but not limited to any special condition as set forth thereon, and any drawings or specifications referred to thereon, the Puyallup Tribal Gaming Enterprises, Inc. d/b/a Emerald Queen Casino ("EQC") (for its own account or as agent, as the case may be) and Vendor as they are designated in the Purchase Order, shall be subject to and governed by the following terms and conditions. (The terms, conditions, descriptions and specifications in the Purchase Order and in this Exhibit 1 are hereinafter collectively referred to as the "Contract").

1. Vendor acknowledges that the personal property covered by this Contract (the "Subject Property") has been ordered by the EQC and that the Subject Property is ordered solely for that account of EQC.

2. Time is of the essence in the Contract. If, in the sole and exclusive judgment of EQC, Vendor has failed or will fail, or if Vendor has refused or will refuse, to expeditiously proceed with delivery and/or installation of the Subject Property pursuant to the terms of the Contract, then EQC may terminate in whole or in part the Contract, provided EQC gives Vendor two days prior written notice of such termination. In addition, EQC reserves the right to purchase the aforementioned Subject Property elsewhere and hold Vendor accountable for any and all damages sustained by EQC as a result of such termination.

3. Vendor shall maintain adequate books and records so as to be able to segregate and physically identify the Subject Property, including all components thereof. Further, upon total or partial payment by EQC to Vendor for the Subject Property, title to all the Subject Property or any portion thereof shall vest in EQC and EQC shall have the right to immediate possession thereof. Vendor warrants and represents that when EQC takes title to the Subject Property under the terms and conditions of the Contract, title will be free and clear of all liens and encumbrances. Vendor further agrees to execute any and all documents which EQC deems necessary to effectuate said transfer of title.

4. Until such time as the Subject Property or any part thereof has been: (a) delivered or installed by the Vendor; and (b) accepted by EQC, Vendor assumes the entire risk of loss of the Subject Property, or any part thereof, from any cause whatsoever. Vendor further agrees that until acceptance by EQC, the loss, damage, or destruction of the Subject Property, or any part thereof, shall not release Vendor from its obligation to fully perform under the Contract. Subject Property delivery to a carrier shall not be deemed delivery.

5. Final inspection and acceptance by EQC of the Subject Property shall be at the location of delivery and/or installation, or at such other place(s) designated by EQC. EQC reserves the right to reject and/or return at Vendor's risk and expense, or to hold subject to Vendor's removal and disposal, all Subject Property, or any part thereof, which do not conform to the samples or specifications contained in the Contract, or which are delivered in quantities different from those ordered pursuant to the Contract, or where the colors and sizes are not in accordance with the requirements of the Contract, or are in any way contrary to the terms and conditions of the Contract. EQC shall have the right to reject and/or return, in whole or in part, and at the expense of the Vendor, any Subject Property not delivered to designated location on the delivery date designated in the Contract.

6. During the term of the Contract, or until the obligations and responsibilities of the Vendor have been met, Vendor agrees to maintain, unless otherwise specified in writing by EQC: (a) property insurance with limits sufficient to satisfy the requirements as set forth in Section 4 herein above; (b) commercial general liability insurance with limits not less than \$2,000,000 per occurrence; (c) automobile liability insurance with combined single limits of at least \$1,000,000 per accident; (d) statutory workers' compensation insurance or equivalent; and (e) employer's liability insurance. EQC shall be named as an additional insured by such insurance which insurance shall serve as the primary insurance on a non-contributory basis from EQC. All insurance policies required by this Section shall contain a waiver of subrogation endorsement in favor of EQC and shall be maintained at Vendor's sole cost and expense. The insurance shall be issued from insurers rated at least A- VII by A.M. Best. Evidence of insurance coverage shall be delivered to EQC prior to or on the date of the execution of the Contract. If Vendor fails to comply with the provisions of this Section, EQC shall have the right to either obtain said insurance on behalf of Vendor at Vendor's sole cost and expense or EQC may terminate the Contract. If EQC secures said insurance, the cost thereof shall be deducted from the purchase price set forth in the Contract with any remaining cost immediately payable upon EQC request. Vendor agrees to be solely financially responsible for, and shall defend, indemnify and hold harmless EQC and its respective officers, employees, representatives, agents and affiliates (collectively, the "Indemnified Persons") from, and will pay to the Indemnified Persons the amount of, any loss, liability, cost, claim, damage of every kind or nature (including, without limitation, incidental and consequential damages), expense (including, without limitation, costs of investigation, defense and settlement and reasonable attorney's fees and expenses), fine, debt, penalty, deficiency, cause of action, proceeding, obligation or diminution of value, whether or not involving a third-party claim (collectively, "Damages") arising, directly or indirectly, out of, from or in connection with the Contract.

7. As specified by EQC, Vendor agrees to deliver and/or install the Subject Property on or before the delivery date set forth in the Contract, unless EQC agrees in writing on a date for delivery and/or installation by Vendor later than that provided for in the Contract. Notwithstanding any provision herein to the contrary, Vendor shall have the obligation and duty to be informed of, and take responsibility for, the progress of delivery and installation of the Subject Property at the designated location. In the absence of specific instructions from EQC otherwise, Vendor shall make delivery and installation of the Subject Property at such times as is required for the expeditious completion of the Contract.

8. Final payment by EQC, less any amounts required by law to be retained by EQC, shall not be due and payable until the Subject Property is delivered, installed by Vendor, and fully accepted by EQC, all in accordance with the provisions of the Contract. All claims for monies due or to become due from EQC shall be subject to deduction by EQC for any set-off or counter-claim arising out of this or any other purchase or contract between EQC and Vendor.

9. EQC's duly authorized representatives have the right to examine and inspect any and all Vendor books and records, and other evidence of EQC payment to Vendor, for the purpose of verifying deposit utilization or the accuracy of any invoices received by EQC, all for compliance by Vendor with the terms and conditions of the Contract.

10. Vendor agrees to indemnify and hold harmless EQC, its officers, employees, agents, successors, assigns, customers and users of the Subject Property from any liability, loss, damage, judgment, fees, costs, expenses or awards, including but not limited to all court costs and attorney's fees resulting from any suits, claims or proceedings for infringement of any patent or trademark purporting to cover the Subject Property or its intended use. Vendor shall, at its sole cost and expense, defend EQC and its officers, employees, agents, successors, assigns, and customers and users in all such actions, provided that EQC gives prompt notice to Vendor in writing of any suit, claim, or proceeding for infringement. Vendor shall have the opportunity to settle or defend the same (without violating the public policy of the Puyallup Tribe of Indians) through agents or counsel of Vendor's own choice.

11. Vendor agrees not to give any gratuities or rebates of any nature or form whatsoever to any EQC officer, employee, consultant, agent or to any of its affiliated entities, whether the gratuity is in the form of a loan, direct gift, action, or other thing of value. Vendor also agrees not to enter into any collusive agreements with any party which would adversely affect EQC.

12. Vendor shall not delegate any duties or obligations nor assign any rights or claims under the Contract without the prior written consent of EQC. Any such delegation or assignment shall be null and void with no effect whatsoever.

13. Vendor warrants that the Subject Property shall be: (a) free from defects of workmanship and material; (b) comply with the requirements of the Contract; and (c) fit for the purpose intended. All warranties shall run in favor of EQC, its successors, and assigns.

14. From time to time and without notice to any sureties or assignees, EQC shall have the right to make changes to packing, testing, designations, specifications, designs, and delivery schedules (for postponements only). Vendor shall immediately notify EQC of any increases or decreases in costs and expenses caused by such changes and an equitable adjustment in price or other terms thereof shall be agreed upon in a written amendment to the Contract.

15. Any default by Vendor of any provision of the Contract, or misapplication of EQC's funds, shall be deemed a material breach of the Contract. Upon such material breach, the EQC may in its sole discretion terminate the Contract or any part thereof and Vendor shall be liable to EQC for any and all damages resulting directly or indirectly therefrom. Waiver by the EQC of any breach shall not constitute a waiver of any like breach or future breach of any other kind.

16. In the event of any proceedings, whether voluntary or involuntary, in bankruptcy or insolvency by or against Vendor, or the appointment of a trustee with or without Vendor's consent for the benefit of creditors or receivers, the EQC, without any liability on its part whatsoever, shall be entitled to cancel the Contract.

17. EQC shall at all times have title to all drawings and specifications furnished by Vendor and intended for use in connection with the Contract or the Subject Property. Vendor shall use such drawings and specifications only in connection with the Contract and shall not disclose such drawings and specifications to any person, firm or entity other than as required by law, the employees of EQC, or sub-contractors of EQC. Vendor shall, upon request of EQC or upon performance of all terms and conditions of the Contract, promptly deliver all drawings and specifications to EQC.

18. Vendor agrees to pay all costs and expenses, including all attorney's fees and court costs, incurred by EQC in enforcing the terms and conditions of the Contract.

19. Vendor specifically warrants that the Subject Property covered by the Contract shall have the appropriate government approvals or testing laboratory certifications and shall conform to local governmental codes applicable to the Subject Property or where the Subject Property is delivered and/or installed.

20. All rights and remedies of EQC upon Vendor's breach of the terms and conditions of the Contract are cumulative and nothing contained in the Contract is intended to limit any other rights or remedies which EQC may have under law or the Contract.

21. All rights of the parties under the Contract shall be construed and interpreted in accordance with the laws of the Puyallup Tribe of Indians, or where there is no Tribal law, then the laws of the State of Washington for construing and interpreting contracts.

22. The Contract is intended to be the final and exclusive agreement between the parties hereto. Any prior agreements, whether written or oral, between the parties hereto relating to the subject matter of the Contract shall be of no force of effect. There shall be no modifications, alterations, amendments, or deviations from the provisions of the Contract without prior written consent of EQC.

23. All Vendor services and work product shall comply with all applicable laws, codes and regulations in effect at the time such services or work product are performed or delivered by Vendor.