

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
SAIPAN, TINIAN, ROTA and NORTHERN ISLANDS



COMMONWEALTH REGISTER

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**Commonwealth of the Northern Mariana Islands
COMMONWEALTH CASINO COMMISSION**

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**PUBLIC NOTICE OF ADOPTION OF EMERGENCY RULES AND
REGULATIONS FOR THE COMMONWEALTH CASINO COMMISSION**

ADOPTION OF EMERGENCY REGULATIONS FOR 120 DAYS: The Commonwealth of the Northern Mariana Islands ("CNMI"), Commonwealth Casino Commission ("Commission") has adopted as Emergency Regulations the attached Casino Regulations, pursuant to the Administrative Procedure Act, 1 CMC § 9104 (b). The Commission has followed the procedures of 1 CMC § 9104(b) and (c) to adopt these Casino Regulations on an emergency basis valid for a period of 120 days.

AUTHORITY: The Commission has the authority to adopt casino rules and regulations in furtherance of its duties and responsibilities pursuant to Section 2314 of Public Law 18-56.

THE TERMS AND SUBSTANCE: The attached Rules and Regulations govern and regulate the Casino Gaming Industry on Saipan. Most importantly, the Rules and Regulations establish the gaming application and licensing process and procedures for employees and service providers and set the Fee Schedules for the gaming industry licenses, including a Regulatory Fee. The regulations also establish licensing qualifications and various procedures for filing applications and petitions. Regulations governing the use of chips and tokens and the operation of card games are included. Accounting procedures and standards have been created, as have the standards for excluded and excludable persons, penalty provisions, surveillance and security, and casino gaming junket regulations have been added.

THE SUBJECTS AND ISSUES INVOLVED: These rules and regulations:

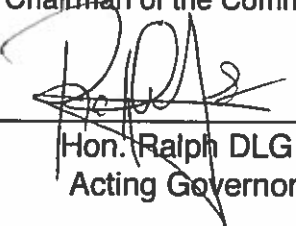
1. Establish the gaming application and licensing process for employees and service providers and procedures and set the Fee Schedules for the gaming industry licenses.
2. Establish licensing qualifications and various procedures for filing applications and petitions.
3. Govern the use of chips and tokens and their operations.

4. Create accounting procedures and standards.
5. Create standards for excluded and excludable persons.
6. Create standards for the operation of casino gaming pursuant to PL 18-56.
7. Provide for the enrollment of attorneys and accountants.
8. Establish casino service provider and vendor licenses, procedures standards and fees.
9. Sets the Casino Regulatory Fee.
10. Regulates junkets and complimentary items.
11. Provides for security and surveillance departments and sets requirements therefore.
12. Establishes other miscellaneous regulations concerning casino gambling.
13. Establishes the penalties for violations of the regulations and the associated procedures.

On November 13, 2015, the Commonwealth Casino Commission unanimously approved for adoption on an emergency basis the attached Casino Regulations.

Submitted by: 
 JUAN M. SABLAN
 Chairman of the Commission

Nov. 20, 2015
 Date

Concurred by: 
 Hon. Ralph DLG Torres
 Acting Governor

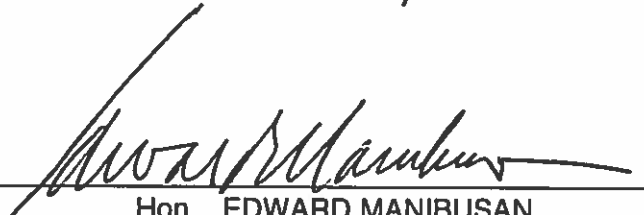
Nov 23/15
 Date

Filed and Recorded by: 
 ESTHER SN NESBITT
 Commonwealth Register

11.24.2015
 Date

Pursuant to 1 CMC § 2153(e) and 1 CMC § 9104(a)(3), the emergency Casino Regulations attached hereto have been reviewed and approved as to form and legal sufficiency by the CNMI Attorney General.

Dated the 24th day of November, 2015.


 Hon. EDWARD MANIBUSAN
 Attorney General

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS



COMMONWEALTH CASINO COMMISSION

RULES AND REGULATIONS



November 2015

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CHAPTER 175-10 COMMONWEALTH CASINO COMMISSION

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§175-10.1-055	Further Definitions

§ 175-10.1-001 **Promulgation, Amendment, Modification and Repeal.** The following regulations are issued pursuant to Public Law 18-56, in accordance with procedures promulgated by the Administrative Procedure Act, 1 CMC §9101 et seq. The Commission will, from time to time, promulgate, amend and repeal

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such regulations, consistent with the policy, objects and purposes of Public Law 18-56, as the Commission may deem necessary or desirable in carrying out the policy and provisions of the laws of the Commonwealth. These regulations supersede any other regulations previously promulgated.

§ 175-10.1-005 Construction.

- (a) Nothing contained in these regulations shall be construed as to conflict with any provision of the Act.
- (b) These rules and regulations shall be interpreted in accordance with generally accepted principles of statutory construction.
- (c) These rules and regulations shall be liberally construed to permit the Commission to effectively carry out its statutory functions and to secure a just and expeditious determination of issues properly presented to the Commission.

§ 175-10.1-010 **Severability.** If any clause, sentence, subparagraph, paragraph, subsection, section, chapter, or other portion of these entire rules and regulations or the application thereof to any person or circumstance shall be held to be invalid, such holding shall not affect, impair, or invalidate the remainder of these rules and regulations or the application of such portion held invalid to any other person or circumstances, but shall be confined in its operation to the clause, sentence, subparagraph, paragraph, subsection, section, chapter, or other portion thereof directly involved in such holding or to the person or circumstance therein involved.

§ 175-10.1-015 **Preemption.** The Commission shall have exclusive jurisdiction over all matters delegated to it or within the scope of its power under the provisions of the Act and these Regulations. These Regulations supersede any bylaws of the Commission.

§ 175-10.1-020 **Practice where Regulations Do Not Govern.** In any matter not governed by these Regulations, the Commission shall exercise its discretion so as to carry out the purposes of the Act.

§ 175-10.1-025 (Reserved)

§ 175-10.1-030 **Definitions, Words and Terms; Tense, Number and Gender.** In interpreting these regulations, except when otherwise plainly declared or clearly apparent from the context: Words in the present tense include the future tense; The singular includes the plural and the plural includes the singular; and words of one gender include the other genders.

§ 175-10.1-035 **Headings.** The heading of a title, subtitle, chapter, subchapter, part, subpart, section or subsection does not limit or expand the meaning of a regulation.

§ 175-10.1-040 Definitions.

In this Subchapter 175-10.1, the following words have the following meanings, unless some contrary meaning is required:

- (a) "Act" means Public Law 18-56 as it may be amended or supplemented by subsequent legislation.
- (b) "Ante" means a player's initial wager or predetermined contribution to the pot prior to the dealing of the first hand.
- (c) "Automated teller machine" or "ATM" means an automated bank teller machine capable of dispensing or receiving cash.
- (d) "Authorized Personnel" means any member or designee of the Commonwealth Casino Commission.
- (e) "Book" means a race book or sports pool licensed and approved pursuant to these Regulations.
- (f) "Business year" means the annual period used by a licensee for internal accounting purposes.
- (g) "Call: A wager made in an amount equal to the immediately preceding wager.
- (h) "Card game" means a game in which the licensee is not party to wagers and from which the licensee receives compensation in the form of a rake-off, a time buy-in, or other fee or payment from a player for

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- the privilege of playing, and includes but is not limited to the following: Poker, bridge, whist, solo and panguingui.
- (i) Card room bank: An imprest fund which is a part of and accountable to the licensee's casino cage or bankroll but which is maintained in the card room exclusively for the purposes set forth in 175-10.1-2115(a).
 - (j) Card table bank: An imprest inventory of cash and chips physically located in the table tray on the card table and controlled by the licensee through accountability established with the card room bank. The card table bank shall be used only for the purposes set forth in Regulation 175-10.1-2115(b)
 - (k) "Cashable credits" means wagering credits that are redeemable for cash or any other thing of value.
 - (l) "Casino" means a place, area, structure, vessel, communication channel, or other thing, tangible or intangible, subject to licensing pursuant to this chapter for the conduct and playing of one or more games, or the acceptance of bets and wagers, including all associated activities of gaming and wagering, including but not limited to any bar, cocktail lounge or other facilities housed therein such as money counting, surveillance, accounting, and storage, related to such conduct and playing, provided, that such term shall not include areas of a resort complex or other facility exclusively devoted to other activities, such as a hotel, golf course, etc., in which no game is conducted or played and no wagering occurs.
 - (m) "Casino employees" means any natural person employed in the operation of a licensed casino, including, without limitation, entertainers, boxers and boxing personnel; dealers or croupiers; floormen and floor personnel; machine mechanics; casino security employees; count room personnel; cage personnel; slot machine and slot booth personnel, collection personnel; casino surveillance personnel; supervisory and management personnel; and data processing personnel; or any other natural person whose employment duties require or authorize access to the casino gaming area or restricted casino areas, including without limitation, appropriate indoor and outdoor maintenance and service personnel; bartenders and bar personnel; waiters and waitresses; chefs, cooks and support staff; and secretaries and administrative personnel.
 - (n) "Casino gaming activities" means all games of chance and other games played in major casino establishments in the United States and other games approved by the Commission, and further includes the operation of a sports book approved by the Commission to accept bets and wagers on sporting and other events which rely on events which occur within and without the casino.
 - (o) "Casino Gaming Licensee" or "Casino Licensee" means the holder of the license issued by the Commonwealth Lottery Commission pursuant to the Act to operate casino gaming at the casino gaming facilities.
 - (p) "Casino gross gaming revenue" means the total sums actually received from casino gaming activities, including credit card payments received and checks received whether collected or not, less the total amount paid out as winnings, provided that any sum received in payment for credit extended by a casino or operator for purposes of casino gaming activities or for the issue of a chip or chips for casino gaming activities shall be included as a sum received from gaming, and provided further that no allowance shall be permitted for any credit card fee or discount.
 - (q) "Casino Key Employee" means an individual who is employed in the operation of a casino and who supervises other individuals employed in the casino and includes:
 - (1) A manager, an assistant manager, a floor person, a pit boss, a shift boss, a credit manager, and a count room manager; and,
 - (2) A supervisor of security employees, surveillance employees, accounting and auditing employees, and cashiers or count room employees; and
 - (3) Any employee whatsoever of a casino licensee so designated by the Commission.
 - (r) "Casino Non-Gaming-Related Supplier" means a person who provides for the playing of games of chance in a casino, gaming equipment that is not mentioned in the definition of casino Service Provider in this section, or goods or services that relate to the construction, furnishing, repair, maintenance, or business of a casino, but that are not directly related to the playing of games of chance.
 - (s) "Casino Security Service" means any non-governmental enterprise providing surveillance and/or security services to a casino, a casino licensee, to an approved hotel, or to any premises located with a casino hotel complex.
 - (t) "Casino service provider" means a person subject to licensing pursuant to this chapter that offers goods or services directly or indirectly related to casino gaming activities, including but not limited to such persons as gaming equipment manufacturers, importers, distributors, or repairers; and casino security

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services, junket operators, and any other service provider or entity the Commonwealth Casino Commission requires to be licensed.

- (u) "Chairman" means the chairman of the Commission appointed, confirmed and elected pursuant to the Act or his designee.
- (v) "Check" means a monetary instrument commanding a bank to pay a sum of money. In card games, it means to waive the right to initiate the wagering, but to retain the right to call after all the other players have either wagered or folded.
- (w) "Chip" means a non-metal or partly metal representative of value issued by a licensee for use at table games or counter games at the licensee's gaming establishment.
- (x) "CMC" means the Commonwealth Marianas Code.
- (y) "CNMI" means the Commonwealth of the Northern Mariana Islands.
- (z) "Commission" means the Commonwealth Casino Commission established by the Act.

§ 175-10.1-045 Further Definitions.

In this Subchapter 175-10.1, the following words have the following meanings, unless some contrary meaning is required:

- (a) "Commissioner" means the commission member of the Commission appointed and confirmed pursuant to the Act.
- (b) "Commonwealth" means the Commonwealth of the Northern Mariana Islands.
- (c) "Confidential Information" means any information or data, furnished to or obtained by the Commission from a source, which is considered confidential pursuant to the applicable statutory provision, judicial decision, or rule of court.
- (d) "Convention center" is a place, combining the requirements of a Hotel, for a formal assembly or meeting of members, representatives, or delegates of a group, such as a political party, fraternity, union, business, government or religious entity.
- (e) "Counter game" means a game in which the licensee is party to wagers and wherein the licensee documents all wagering activity. The term includes, but is not limited to bingo, keno, race books, and sports pools. The term does not include table games, card games and slot machines.
- (f) "Counter games payout" means the total amount of money, chips, tokens, wagering vouchers, payout receipts, and electronic money transfers made from a counter game through the use of a cashless wagering system, that are distributed to a patron as the result of a legitimate wager.
- (g) "Counter games write" means the total amount of money, guaranteed drafts, chips, tokens, wagering vouchers, unpaid winning tickets, and electronic money transfers made to a counter game through the use of a cashless wagering system, that are accepted from a patron as a legitimate wager.
- (h) "Debit instrument" means a card, code or other device with which a person may initiate an electronic funds transfer or a wagering account transfer. The term includes, without limitation, a prepaid access instrument
- (i) "Dollar" means the money unit employed as legal tender of the United States of America of the value of one hundred (100) cents.
- (j) "Drop" means:
 - 1. For table games, the total amount of money, guaranteed drafts, chips, tokens, and wagering vouchers contained in the drop boxes and any electronic money transfers made to the game through the use of a cashless wagering system.
 - 2. For slot machines, the total amount of money, tokens and wagering vouchers contained in the drop box, and any electronic money transfers made to the slot machine through the use of a cashless wagering system.
- (k) "Drop box" means:
 - 1. For table games, a locked container permanently marked with the game, shift, and a number corresponding to a permanent number on the table. All markings must be clearly visible from a distance of at least twenty (20) feet. The container must be locked to the table, separately keyed from the container itself. All currency exchanged for chips or tokens or credit instruments at the table and all other items or documents pertaining to transactions at the table must be put into the container.

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2. For slot machines, a container in a locked portion of the machine or its cabinet used to collect the money and tokens retained by the machine that is not used to make automatic payouts from the machine.
- (l) "Electronic money transfer" means the transfer to or from a game or gaming device of a patron's cashable credits, through the use of a cashless wagering system, that have either been provided to the patron by the licensee, or for which the licensee or its affiliates have received cash through a wagering account. The term also includes electronic funds transferred from a financial institution to a game or gaming device as a result of an electronic funds transfer through a cashless wagering system.
 - (m) "Enrollee" or "enrolled person" means any attorney, certified public accountant, or agent who is authorized to appear or practice before the Commission as provided in Part 1000.
 - (n) "Establishment" means any premises where business is conducted, and includes all buildings, improvements, equipment and facilities used or maintained in connection with such business.
 - (o) "Executive Director" means the Executive Director of the Commission appointed pursuant to the Act or his designee.
 - (p) "Fiscal Year" means the period commencing on October 1 and ending the subsequent September 30.
 - (q) "Funds" means money or any other thing of value.
 - (r) "Game" means any activity that includes elements of prize, consideration, and chance, or any "game" that is approved by the Commission for the casino's purposes.
 - (s) "Gaming" means the playing of any game;
 - (t) "Gaming Equipment" means any mechanical, electrical, or electronic contrivance or machine used in connection with gaming or any game and includes, without limitation, roulette wheels, roulette tables, big six wheels, craps tables, tables for card games, layouts, slot machines, cards, dice, chips, plaques, card dealing shoes, drop boxes, and other devices, machines, equipment, items, or articles determined by the Commission to be so utilized in gaming as to require licensing of the manufacturers, distributors, or services or as to require Commission approval in order to contribute to the integrity of the gaming industry.
 - (u) "Guaranteed draft" means a draft or check accepted by a licensee for gaming purposes whose drawer is a patron and whose drawee unconditionally guarantees payment provided that all required issuance and acceptance procedures are adhered to by the drawee and the licensee. The term includes, but is not limited to, traveler's checks. The term does not include personal checks.
 - (v) "Hand" means one game in a series, one deal in a card game, or the cards held by a player.
 - (w) "Hotel" means a commercial establishment that provides lodging and usually meals, entertainment, and various personal services for the public for a fee. To be considered a hotel, it must be built to the standards and contain amenities required in the Casino License Agreement entered into between the Commonwealth Lottery Commission and the Casino Gaming Licensee.
 - (x) "Independent accountant" means a certified public accountant licensed by the Commonwealth or another state or territory of the United States, who is qualified to practice public accounting in the Commonwealth under the provisions of 4 CMC 3401 et. seq.
 - (y) "Jackpot payout" means money, tokens, payout receipts, wagering vouchers, electronic money transfers made from a slot machine through the use of a cashless wagering system and the actual cost to the licensee of personal property, other than travel expenses, food, refreshments, lodging or services distributed to a slot machine player as a result of a legitimate wager.
 - (z) "Junket" means a casino junket, as the term is generally used in the industry in all its forms, where gamblers traditionally are flown to an area where legalized gambling is available and booked into a hotel/casino at a discount provided by a junket promoter or operator who engages in junket activity, which includes but is not limited to the provision of transportation, accommodation, food and drinks, discounts, rebates or entertainment with the purpose of promoting wagering in exchange for receiving commissions or other compensation paid by a casino operator.

§ 175-10.1-050 Further Definitions.

In this Subchapter 175-10.1, the following words have the following meanings, unless some contrary meaning is required;

- (a) "Licensee" means a holder of a license issued by the Commission

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- (b) "Meeting" means the convening of the full membership of the Commission, for which notice and a quorum is required in order to make a decision or to deliberate toward a decision upon a matter over which the Commission, has supervision, control, jurisdiction, or advisory power. It includes, but is not limited to, the consideration of license applications, transfers of interest, claims for tax refunds, petitions for redetermination, disciplinary proceedings, and exclusion list proceedings.
- (c) "Members" mean the Commissioners of the Commonwealth Casino Commission.
- (d) "Operator" means any person that actually provides the overall management of the operations of a casino, whether by ownership, lease, contract, agreement, or otherwise.
- (e) "Payout receipt" means an instrument that is redeemable for cash and is either issued by a game or gaming device, or as a result of a communication from a game or gaming device to associated equipment, that cannot be used for wagering purposes.
- (f) "Person" includes a natural person, as well as a partnership, corporation, association, joint venture, or other business entity.
- (g) "Pot" The total amount anted and wagered by players during a hand.
- (h) "Premises" means land together with all buildings, improvements and personal property located thereon.
- (i) "Prepaid access instrument" means a card, code, electronic serial number, mobile identification number, personal identification number or similar device that allows patron access to funds that have been paid in advance and can be retrieved or transferred at some point in the future through such a device. To transfer funds for gaming purposes, a prepaid access instrument must be used in conjunction with an approved cashless wagering system, race book or sports pool wagering account, or interactive gaming account.
- (j) "promotional chip" means a chip- or token-like object issued by a licensee for use in promotions or tournaments at the licensee's gaming establishment.
- (k) Proposition player: A person paid a fixed sum by the licensee for the specific purpose of playing in a card game who uses his own funds and who retains his winnings and absorbs his losses.
- (l) "Raise": A wager made in an amount greater than the immediately preceding wager.
- (m) "Rake-off" means a percentage of the total amount anted and wagered by players during a hand in a card game which may be taken by the licensee for maintaining or dealing the game.
- (n) "Registration" means a final order of the Commission which finds a partnership, limited partnership, association, trust, corporation or other legal entity except an individual suitable to be a holding company with respect to a licensee.
- (o) "Regulations" (sometimes abbreviated as "Regs.") means regulations adopted by the Commission.
- (p) "Resort" means a place, such as a hotel with no fewer than five hundred (500) rooms and a meeting hall, convention center or other large event space capable of accommodating one thousand (1,000) attendees, that is frequented by people for relaxation or recreation. To be considered a Resort, it be built the standards and contain amenities required in the Casino License Agreement entered into between the Commonwealth Lottery Commission and the Casino Gaming Licensee.
- (q) "Rim credit" means all extensions of credit in exchange for chips not evidenced by the immediate preparation of a credit instrument.
- (r) "Sales Representative" means any person owning an interest in, employed by, or representing a casino service industry enterprise licensed, who solicits the goods and services or business thereof.
- (s) "Secretary" means the secretary of the Commission appointed, confirmed and elected pursuant to the Act or his designee.
- (t) "Secure Storage Facility" means any area, room, furniture, equipment, machinery, or other device used by the Commission for the storage of confidential information access to which is limited to authorized personnel at all times by lock or other appropriate security precaution.
- (u) "Shill" or "Card game shill" means an employee engaged and financed by the licensee as a player for the purpose of starting and/or maintaining a sufficient number of players in a card game.
- (v) "Slot machine" means a machine used for gambling that starts when you put coins, dollars, chips, tokens, or credits into it and pull a handle or press a button. It includes but is not limited to video poker machines, electronic gaming machines and all similar machines as determined by the Commission, which can be used, for the playing of games or wagering in any fashion.
- (w) "Stake" means the funds with which a player enters a game.
- (x) "Stakes player" A person financed by the licensee to participate in a game under an arrangement or understanding where by such person is entitled to retain all or any portion of his winnings.
- (y) "Statements on auditing standards" means the auditing standards and procedures published by the American Institute of Certified Public Accountants.

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- (z) "Statistical drop" means the dollar amount of cash wagered by a patron that is placed in the drop box plus the dollar amount of chips or tokens issued at a table to a patron for currency, credit instruments or rim credit.

§ 175-10.1-050 Further Definitions.

In this Subchapter 175-10.1, the following words have the following meanings, unless some contrary meaning is required:

- (a) "Statistical win" means the dollar amount won by the licensee through play.
- (b) "Table game bankroll" means the inventory of:
 - 1. Chips, tokens and coinage at a table game that is used to make change, extend credit and pay winning wagers; and
 - 2. Unpaid credit at a table game, including credit instruments not yet transferred to the cage and outstanding rim credit.
- (c) "Table tray" means a receptacle used to hold the card table bank.
- (d) "Time buy-in" A charge to a player, determined on a time basis, by the licensee for the right to participate in a game.
- (e) "Token" means a metal representative of value issued by a licensee for use in slot machines and at table games or counter games at the licensee's gaming establishment.
- (f) "Treasurer" means the treasurer of the Commission appointed, confirmed and elected pursuant to the Act or his designee.
- (g) "Vice Chairman" means the vice chairman of the Commission appointed, confirmed and elected pursuant to the Act or his designee.
- (h) "Wager" or "Wagering" means a contract in which two or more parties agree that a sum of money or other thing, tangible or intangible, shall be paid or delivered to one of them or that shall gain or lose on the happening of an uncertain event or upon the ascertainment of a fact in dispute.
- (i) "Wagering voucher" means a printed wagering instrument, used in a cashless wagering system, that has a fixed dollar wagering value and is redeemable for cash or cash equivalents.

PART 100. COMMONWEALTH CASINO COMMISSION: ORGANIZATION AND ADMINISTRATION

§175-10.1-101	Commonwealth Casino Commission
§175-10.1-105	Powers and Duties
§175-10.1-110	Limitation on Powers
§175-10.1-115	Executive Director
§175-10.1-120	Delegation to Chairman
§175-10.1-125	Commission Meetings
§175-10.1-130	Resolutions and Minutes
§175-10.1-135	Appearances
§175-10.1-140	Recessed Meetings
§175-10.1-145	Investigative Hearings
§175-10.1-150	Appointment of Committees
§175-10.1-155	Service of Notices in General
§175-10.1-160	Subpoenas
§175-10.1-165	Employment and Termination of Employees
§175-10.1-170	Procedure for Control of Evidence and Destruction of Cheating Devices

§ 175-10.1-101 Commonwealth Casino Commission.

- (a) The Commission shall consist of five (5) Commissioners:
- (1) The Governor shall appoint from the Third Senatorial District three members to the Commission, subject to the advice and consent of the Saipan and Northern Islands Legislative Delegation.

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- (2) The Mayor of Rota shall appoint from the First Senatorial District one member to the Commission, subject to the advice and consent of the Rota Legislative Delegation.
- (3) The Mayor of Tinian and Aguiguan shall appoint from the Second Senatorial District one member to the Commission, subject to the advice and consent of the Tinian and Aguiguan Legislative Delegation.
- (4) Each member shall serve a term of four years, except that of the members first appointed, two shall serve a term of two years, and three shall serve a term of four years, which shall be determined by lottery at the first meeting of the Commission.
- (5) The terms of all the members first appointed shall begin from May 1, 2014, regardless of the actual date of appointment.

(b) Any vacancy shall be filled in the same manner as the original appointment and for the unexpired term thereof. A member removed from the Commission for cause shall not be re-appointed to the Commission.

(c) Qualifications of Commissioners:

- (1) Each member shall be a citizen or national of the United States and shall be a resident of and registered to vote in the Senatorial District from which they were appointed.
- (2) A Commission member must be an adult, and possess a good moral character, a bachelor's degree in any field of study from a postsecondary educational institution accredited in the United States or must have at least five years work experience in the following areas: business management, government management, or financial management.
- (3) No person may be appointed who has been convicted of a crime, excepting traffic offenses, in any jurisdiction of the United States, the Commonwealth or any foreign country carrying a maximum sentence of more than six (6) months, or any crime or offense involving moral turpitude unless a full pardon has been granted.
- (4) No member shall serve in any other positions established by this chapter or shall be an employee or official of the Commonwealth, or of a municipality, agency, corporation, or other instrumentality or branch of the Commonwealth, or of any agency of local government of the Commonwealth, except that a member may serve without additional compensation on a task force or other temporary body the work of which is related to the work of the Commission.
- (5) No individual may serve as a member of the Commission, if such individual, or a parent or child of such individual, holds or is an applicant for any license under this title or holds any direct or indirect financial interest in any person or entity that holds or is an applicant for any license under this title.
- (6) The gender and ethnicity requirements of 1 CMC § 2901 shall not apply to the Commission.

(d) Removal of Commissioner for Cause Only. The Governor may, for cause only, suspend or remove any Commission member, without regard to who appointed said member, subject to judicial review by the Superior Court, which may stay such removal or suspension pending such review.

(e) Membership on the Commission shall be automatically forfeited upon violation of subsection (c) of this section, upon conviction of a felony, or upon conviction of any crime or offense involving moral turpitude.

(f) The Commission shall not be considered an agency of local government for purposes of Article VI, Section 8, of the Constitution.

(g) Compensation. Members of the Commission shall each be compensated pursuant to law. The members of the Commission are not employees of the Commission or the Commonwealth government.

(h) The members of the Commission shall elect their chairman, vice chairman, secretary and treasurer for terms of one (1) year, beginning from the effective date of their term.

(i) Quorum. The minimum number of Members needed to constitute a quorum for the conduct of Commission business shall be three (3) Members. A Member who appears at a Meeting telephonically or via videoconference shall be deemed present to constitute a quorum.

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§ 175-10.1-105 Powers and Duties.

The Commission shall have all the powers and authority necessary to carry out the purposes of the Act, including, without limitation, the responsibility:

(a) To conduct hearings pertaining to the violation of the Act or regulations promulgated thereto; including hearings for the purpose of approving casino licenses and other business allowed under the Act.

(b) To promulgate such rules and regulations, as may be necessary to fulfill the intent, policies and purposes of the Act. The Commission may use such rules and regulations to interpret, enlarge upon, except provisions defining the authority and powers of the Commission, or define, any provision of the Act to the extent that such provision is not specifically defined by the Act. The rules and regulations shall, at a minimum, provide for the following:

- (1) A code of ethics for the members of the Commission and its officers and employees;
- (2) Supervision, monitoring and investigation or other means to ensure the suitability and compliance with the legal, statutory and contractual obligations of owners, operators, and employees of casinos and other persons licensed under this chapter;
- (3) The examination, supervision and monitoring of the continuing fiscal and financial capability of casino owners, operators, concessionaires and other parties with any direct or indirect relation to the sole casino operator licensee and to protect the public in the event that such capability is significantly diminished;
- (4) To collaborate in the definition, coordination and execution of the economic policies for the operations of the casino games of fortune and other ways of gaming, pari-mutuels, wagering and casino gaming activities offered to the public;
- (5) To authorize and certify all the equipment and utensils used by the operations of the concessionaires approved in the respective concessions;
- (6) To issue licenses for "junket" promoters of casino games of fortune or other casino gaming activities and charge fees therefore;
- (7) To examine, supervise and monitor the eligibility of the single or collective junket promoter(s), their partners and principal employees;
- (8) To examine, supervise and monitor the activities and promotions of the junket promoters in relation to their compliance with legal, statutory, and contractual obligations, and other responsibilities stipulated in the applicable legislation and contracts;
- (9) To investigate and penalize any administrative infractions practiced according to the appropriate substantial and procedural legislations;
- (10) To ensure that the relationship of the licensed gaming operators with the government and the public is in compliance with the Commission's regulations and provides the highest interest to Commonwealth;
- (11) The exclusion and removal of undesirable persons from the sole casino operator licensee's facilities.
- (12) Civil penalties for the violation of provisions or regulations imposed under the Act;
- (13) Penalties for the late payment of applicable fines, or fees;
- (14) Means to exclude from the gaming areas of a casino individuals under twenty one (21) years of age, except such lawful employees of the casino or of a resort complex or other facility of which the casino forms a part as the Commission determines by regulation may be present in such areas; and
- (15) Provisions to attempt to identify and refuse service to gambling addicts and problem gamblers as they may be defined by the Commission.

(c) To levy fines and penalties for the violation of provisions of the Act and the regulation promulgated by the Commission.

(d) To require and demand access to and inspect, examine, photocopy, and audit all papers, books and records of the casino operator on its premises or elsewhere as practical, including inspecting the gross income produced by the casino operators, gaming business and verification of their income, and all other matters affecting the enforcement of the Commission's policy or as required pursuant to the Act.

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- (e) To determine the types of gaming and games to be covered by the casino license and their structure.
- (f) To regulate sports betting, pari-mutuel betting, and other wagering, which relies on events occurring within or without the casinos, regulated by the Commission.
- (g) The Commission shall not have the authority to issue license to the sole casino operator licensee. The power to issue such license lies with the Commonwealth Lottery Commission.
- (h) To require and demand access to and inspect, examine, photocopy, and audit all papers, books and records of any casino service provider on its premises or elsewhere as practical, including inspecting the gross income produced by the provider's business and verification of their income, and all other matters affecting the enforcement of the Commission's policy or as required pursuant to this chapter.
- (i) To conduct investigative hearings which may be conducted by one or more members with the concurrence of a majority of the Commission, or by a hearing examiner appointed by the Commission, with or without public notice, at such times and places, within or without the Commonwealth, as may be convenient.
- (j) To determine which information in its possession, including but not limited to all forms, applications, contracts, security plans, lists, internal procedures of licensees, or documents of any kind, without regard to the manner of storage of the information, be it physical, electronic or otherwise, is unsuitable for public disclosure due to safety concerns or privacy concerns and to withhold the same from public inspection, copying or disclosure. The Commission's determination that information is unsuitable for public inspection, copying or disclosure is not subject to judicial review.
- (k) To have the sole authority to amend or revoke the license granted to the casino operator by the Commonwealth Lottery Commission for operating in an unsuitable manner due to violations of law, breaches of the license or violations of the Regulations promulgated by the Commission, as well as any other reason for revocation or termination stated in the License. If the Commission revokes the license issued by the Commonwealth Lottery Commission, the Commonwealth Casino Commission shall have the sole authority to re-issue a new casino gaming license. At least three (3) affirmative votes by Commission members shall be required to issue a new casino license.
- (l) To have the authority to determine which orders concerning the casino licensee or the holder of or applicant for any license granted by the Commission are unsuitable for public disclosure due to safety concerns or privacy concerns, and to withhold the same from publication in the Commonwealth Register; public inspection; public copying; or public disclosure. Any order of the Commission concerning the casino licensee or the holder of or applicant for any license granted or to be issued by the Commission which has been determined unsuitable for publication in the Commonwealth Register, public inspection, public copying or public disclosure is effective against the licensee or applicant notwithstanding the lack of publication of the order. The Commission's determination that information is unsuitable for publication, public inspection, public copying or public disclosure is not subject to judicial review.
- (m) To determine which orders or directives involving the casino licensee or the holder of or applicant for any license granted by the Commission are unsuitable for adoption in a public meeting due to safety concerns or privacy concerns, and to discuss and/or adopt such order or directive in executive session of a duly noticed meeting or at a meeting of which notice has not been given.
- (n) The Commonwealth Casino Commission shall have all oversight, responsibility, and authority necessary to assure compliance with this chapter, including but not limited to authority over: timelines for construction, the commencement of operations, and achieving the minimum initial investment requirements. The Commission shall approve the casino operator licensee's set number of games, such as slot machines or gaming tables, either in total or by category, or by location.
- (o) To impose charges and fees for all costs incidental to the review, redaction and copying by the Commission of documents subject to public inspection without regard to whether the document is merely inspected by the requestor or whether copies are requested. Such fees shall be retained for use by the Commission without fiscal

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year limitation or further appropriation. The expenditure authority for such funds shall be the Chairman or his designee.

(p) To summarily seize and remove from all premises wherein gaming is conducted or gambling devices or equipment is manufactured, sold, or distributed, and impound any equipment, supplies, documents or records for the purpose of examination and inspection.

(q) The Commission or any of its members has full power and authority to issue subpoenas and compel the attendance of witnesses at any place within the Commonwealth, to administer oaths, receive evidence, and to require testimony under oath. The Commission or any member thereof may appoint hearing examiners who may issue subpoenas, administer oaths, and receive evidence and testimony under oath. Any person making false oath in any matter before the Commission or its appointed hearing officer is guilty of perjury.

(r) The Commission may but need not pay transportation and other expenses of witnesses as it may deem reasonable and proper. The Commission may require any licensee or applicant which is the subject of the hearing to pay for all costs and expenses of said hearing, including the expenses of any witness.

(s) The Commission shall initiate regulatory proceedings or actions appropriate to enforce the provisions of the gaming laws of the Commonwealth and the regulations promulgated thereto, when appropriate shall, in conjunction with the Attorney General, sue civilly to enforce the provisions of the gaming laws of the Commonwealth and the regulations promulgated thereto, and may request that the Attorney General prosecute any public offense committed in violation of any provision of the gaming laws of the Commonwealth.

(t) To have sole jurisdiction to resolve disputes between patrons of a licensed casino and the licensee wherein the patron is attempting to collect a payout or other gaming debt. The Commission shall provide by regulation the procedures by which disputes are to be resolved and may impose charges and fees therefore. Notwithstanding any other law to the contrary, the Commission's decisions on patron disputes may be reviewed by the Commonwealth Superior Court which may affirm the decision and order of the Commission or the hearing examiner, or it may remand the case for further proceedings, or reverse the decision only if the substantial rights of the petitioner have been prejudiced because the decision is:

- (1) In violation of constitutional provisions;
- (2) In excess of the statutory authority or jurisdiction of the Commission or the hearing examiner; or
- (3) Unsupported by any evidence whatsoever.

(u) To have sole jurisdiction to determine whether a person or entity requires licensure or a finding of suitability in order to own, be employed by, receive revenue or profits (whether directly or indirectly) from, or do business with, a licensed casino. Further, the Commission shall have sole jurisdiction to determine whether a person or entity remains suitable in order to continue to own, be employed by, receive revenue or profits (whether directly or indirectly) from, or continue to do business with, a licensed casino. The Commission's decisions on licensure or finding of suitability may be reviewed by the Commonwealth Superior Court which may affirm the decision and order of the Commission or the hearing examiner, or it may remand the case for further proceedings, or reverse the decision only if the substantial rights of the petitioner, applicant or license holder have been prejudiced because the decision is:

- (1) In violation of constitutional provisions;
- (2) In excess of the statutory authority or jurisdiction of the Commission or the hearing examiner; or
- (3) Unsupported by any evidence whatsoever.

(v) The Commission shall have concurrent authority to determine the suitability of any location proposed for any portion of the operations of the casino operator licensee's operations in the Commonwealth. The Commission shall have the authority to require of developers, owners or financiers completion bonds in any amount agreeable to the Commission prior to or during the construction of any facility that requires, or once completed will require, a license from the Commission. The Commission shall have the authority to require the casino licensee to obtain completion bonds in any amount deemed reasonable to the Commission and of such quality satisfactory to the Commission to ensure the completion of construction for any construction project built by, for, or in relation to the casino licensee's operations in the Commonwealth. The Commission may but need not regulate the interior design, security, cleanliness or sanitation of any portion of the operations of the casino operator licensee's

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operations in the Commonwealth or any facility which requires or has a license issued by the Commission regardless of the location of such facility.

(w) Due to the highly confidential and technical nature of the Commission's responsibilities, the Commission may have a working meeting and meet in an open or closed meeting, with or without notice, within or without the Commonwealth, to discuss and deliberate about any matter over which the Commission has jurisdiction. Final action shall occur in an open meeting after appropriate notice has been given the public, unless the Commission determines that the action should not occur in a public meeting due to safety concerns or privacy concerns, in which case final action may be taken in executive session of a properly noticed meeting or in a meeting, open or closed to the public, where no notice has been given.

(x) To approve the construction of the various phases of development of the operations of the casino operator licensee's operations in the Commonwealth and to allow gaming to commence at any time, and in such locations in Saipan, as the Commission deems appropriate. Notwithstanding the foregoing, the Commission shall not approve more than one live training facility of temporary duration and three permanent gaming facilities which may be located together or separately throughout Saipan and together shall be operated by the sole casino operator licensee.

(y) The Commission may exercise any proper power and authority necessary to perform the duties assigned to it by the Legislature, and is not limited by any enumeration of powers in this section.

§ 175-10.1-110 Limitation on Powers and Duties.

(a) The Commission shall not regulate betting or wagering associated with cockfighting.

(b) The Commission shall not have the authority to issue the original license to the sole casino operator licensee pursuant to the Act. The power to issue such sole casino operator license lies with the Commonwealth Lottery Commission pursuant to the Act.

§ 175-10.1-115 Executive Director.

(a) The Commission shall hire an Executive Director who will be responsible for the overall administration of the Commission and the supervision of the casino operator licensee and others pursuant to the Act.

(b) Qualification of the Executive Director. The Executive Director shall possess the following minimum qualification:

- (1) A bachelor's degree from a United States accredited educational institution or equivalent; and
- (2) Five (5) years work experience in professional, administrative or management in government or private sectors; and
- (3) Good ethical and moral character; and
- (4) The Commission shall not hire any person for the Executive Director's position who has been convicted of a crime in any jurisdiction of the United States, or any foreign country carrying a minimum sentence of imprisonment of more than six months, excepting traffic offenses.
- (5) The Executive Director shall not have any interest, directly or indirectly, in any business under the jurisdiction of the Commission.

(c) The Executive Director shall be the head of the administration of the Commission, and subject to the general oversight and direction of the Commission, shall organize the work of the Commission in a manner that will ensure its efficient and effective operation and, subject to the budgetary authority, the Executive Director may hire and terminate such staff necessary to carry out the purpose of the Commission. Such staff shall be exempt from the civil service. The Executive Director shall obtain such equipment, rent or build such additional office space, and generally make such regular office expenditure and acquisitions as necessary to establish and maintain a working office suitable for the Commission to effectively function pursuant to the Act.

(d) The Executive Director shall have such other duties as may be assigned or delegated by the Commission.

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- (e) The Executive Director serves at the pleasure of the Commission.
- (f) The Executive Director's annual salary shall be established by the Commission. The Executive Director shall be reimbursed for actual, necessary, and reasonable expenses incurred in the performance of his or her duties as allowed by the Commission, but in any event not to exceed \$25,000.00 in reimbursements per calendar year. All travel will be subject to 1 CMC §7407.

§ 175-10.1-120 Delegation to Chairman.

- (a) The Commission hereby delegates to the Chairman the authority to issue preliminary rulings on scheduling, procedural, and evidentiary matters, and other matters provided by these Regulations, that may be presented to the Commission during the course of conducting a meeting, or that may arise when the Commission is not meeting.
- (b) The Commission may, upon a majority vote in a specific case, temporarily abrogate the general delegation granted pursuant to subsection (a) of this section.
- (c) Any specific ruling or decision of the Chairman pursuant to subsection (a) of this section is subject to consideration by the entire Commission upon the request of any Commissioner, or upon timely motion of a person affected by the ruling or decision.
- (d) The Commission shall be deemed to have ratified an action of the Chairman taken pursuant to subsection (a), under the following circumstances:
 - (1) If the Chairman's action occurred during a Commission meeting, the Chairman's action is ratified if the Commission does not overturn or address the action at that meeting.
 - (2) If the Chairman's action occurred at a time other than during a meeting, if the Commission does not overturn or address the Chairman's action at the next meeting concerning that particular matter.
- (e) The Chairman may sign all orders on behalf of the Commission.
- (f) Where the Commission is a party to civil litigation, the Chairman may give guidance regarding the course of the litigation to the attorney for the Commission.

§ 175-10.1-125 Commission Meetings.

- (a) Regular meetings of the Commission shall be held at least once per month in Saipan, CNMI, on such dates and at such times as the Commission shall establish.
- (b) Special meetings of the Commission will be held from time to time on such dates and at such times and places as the Commission may deem convenient.
- (c) Except as otherwise specifically provided by these regulations, any member of the Commission may place an item on a Commission agenda for consideration by the entire Commission.
- (d) The Chairman may alter the order in which matters on the Commission agenda are heard.
- (e) Requests for special meetings will be granted only upon a showing of exceptional circumstances. The Commission may require that a person requesting a special meeting pay the costs associated with such meeting, in addition to those costs usually assessed against an applicant.
- (f) In the absence or incapacity of the Chairman, the Vice-chairman may call a special meeting. In the absence or incapacity of both, any two members of the Commission may call a special meeting.
- (g) Unless otherwise ordered by the Chairman, requests for continuances of any matter on the Commission agenda must be in writing, must set forth in detail the reasons a continuance is necessary, and must be received

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by the Secretary no later than two calendar days before the meeting.

(h) Unless otherwise ordered by the Chairman, the original of any documentation supplementing an application as required by the Commission must be received by the Secretary no later than eight (8) calendar days before the meeting. Documentation not timely received will not be considered by the Commission unless the Commission, in its discretion, otherwise consents.

(i) The Chairman may defer to another meeting any matter with respect to which documentation has not been timely submitted. The applicant and its enrolled attorney or agent, if any, must appear at the meeting to which the matter is deferred, unless the Chairman waives their appearances.

§ 175-10.1-130 Resolutions and Minutes.

(a) The records of the Commission shall include a minute book and a resolution book. The vote on any matter before the Commission shall be set forth in the minutes in substantial compliance with requirements of (b) below, unless the Chairman or the Commission determines otherwise. If the Commission determines to memorialize the vote on a particular matter by the preparation of a formal resolution, the resolution shall be prepared in substantial compliance with the requirements of (c) below and shall be recorded in the resolution book.

(b) Every vote of the Commission recorded in the minutes shall include the following information:

- (1) The substance of the matter considered;
- (2) The vote of the Commission, including the names of any Commissioner dissenting or abstaining;
- (3) If appropriate, reference to the existence of a formal resolution concerning the matter; and,
- (4) Certification by the Secretary of the Commission.

(c) Every formal resolution of the Commission shall include the following information:

- (1) A concise statement of the issues presented and the relevant procedural history;
- (2) The precise statutory authority for the action taken;
- (3) A precise statement of the action taken by the Commission, including any terms or conditions attached thereof; and,
- (4) Certification by the Secretary of the Commission.

(d) The failure to substantially comply with the requirements of (a), (b) or (c) above shall not invalidate the vote of the Commission.

§ 175-10.1-135 Appearances.

(a) Except as provided in subsection (b) or unless an appearance is waived by the Chairman, all persons, and their enrolled attorneys and agents, if any, must appear at the Commission meeting at which their matter is to be heard. Requests for waivers of appearances must be in writing, must be received by the Secretary no later than eight (8) business days before the meeting, and must explain in detail the reasons for requesting the waiver. If at the time of its meeting the Commission has any questions of an applicant who has been granted a waiver and is not present, the matter may be deferred to another meeting of the Commission.

(b) Unless the Commission otherwise instructs, the following persons, and their enrolled attorneys and agents, are hereby granted a waiver of appearance for the Commission meeting: (1) Applicants who have received a unanimous recommendation of approval from the Commission; (2) Licensees and Commission counsel on stipulations between the licensees and the Commission, where the stipulations fully resolve petitions for redeterminations, claims for refunds or other issues.

(c) Where the Commission is to consider a stipulation between the Executive Director and a licensee settling a disciplinary action and revoking, suspending or conditioning a license, the licensee shall be prepared to respond on the record to questions regarding the terms of the stipulation and the licensee's voluntariness in entering into the stipulation.

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§ 175-10.1-140 Recessed Meetings. Any meeting of the Commission may be recessed to consider matters which were duly noticed as items on the agenda of that meeting, to such time and place as the Commission may designate. Notice of a recessed meeting to consider matters which were duly noticed as items on the agenda may be given by announcement at the meeting, but where any other matters are to be considered at a recessed meeting, such matters must be duly noticed as required by these Regulations or as otherwise required by statute.

§ 175-10.1-145 Investigative Hearings. Investigative hearings may be conducted by one or more members of the Commission with the concurrence of a majority of the Commission without notice at such times and places, within or without the Commonwealth, as the member or members may deem convenient. The concurrence of the majority of the Commission need not be obtained in a duly noticed public meeting, or any meeting properly held without notice.

§ 175-10.1-150 Appointment of Committees. The Chairman may at his discretion appoint committees to study and report to the Commission any matter appropriate to the Commission's administration of the Act or these regulations.

§ 175-10.1-155 Service of Notices in General.

(a) Each licensee and applicant shall provide an electronic mail address to the Commission for the purpose of sending notices and other communications from the Commission. Each licensee and applicant shall update this electronic mail address immediately as often as is otherwise necessary. The original provision and subsequent updates of electronic mail addresses shall be made to the Commission's custodian of records by means designated by the Chairman.

(b) Except as otherwise provided by law or in these regulations, notices and other communications may be sent to an applicant or licensee by electronic mail at the electronic mail address of the establishment as provided to the Commission for the purpose of sending notices and other communications. Except as otherwise provided by law or in these regulations, notices and other communications sent by electronic mail shall satisfy any requirement to mail a notice or other communication.

(c) Notices shall be deemed to have been served on the date the Commission sent such notices to the electronic mail address provided to the Commission by a licensee or applicant, and the time specified in any such notice shall commence to run from the date of such mailing.

(d) Any applicant or licensee who desires to have notices or other communications mailed to a physical address shall file with the Commission a specific request for that purpose, and notices and other communications will, in such case, be sent to the applicant or licensee at such address, but the Commission may charge a fee therefore.

(e) An applicant or licensee will be addressed under the name or style designated in the application or license, and separate notices or communications will not be sent to individuals named in such application or license unless a specific request for that purpose is filed with the Commission. In the absence of such specific request, a notice addressed under the name or style designated in the application or license shall be deemed to be notice to all individuals named in such application or license.

§ 175-10.1-160 Subpoenas. The Commission hereby delegates to the Secretary the authority to issue subpoenas and subpoenas and subpoenas duces tecum as provided by these regulations. In the absence of the Secretary, the Chairman may designate another person to issue such subpoenas.

§ 175-10.1-165 Employment and Termination of Commission Employees. The Executive Director shall be responsible for the employment and termination of Commission employees. Members of the Commission are responsible only for the employment of the Executive Director and shall not interfere with the Executive Director's employment decisions.

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§ 175-10.1-170 Procedure for Control of Evidence and Destruction of Cheating Devices.

(a) When an agent of the Commission seizes any article of property, the custodian of evidence for the Commission shall place the evidence in a secure facility and enter in a suitable system sufficient information to establish a chain of custody. A failure to comply with this subsection shall not render evidence inadmissible in any proceeding before the Commission or otherwise.

(b) Any article of property which constitutes a cheating device shall not be returned to a claimant. All cheating devices shall become the property of the Commission upon their seizure and may periodically be disposed of by the Commission. When disposing of a cheating device, the Commission shall document the date and manner of its disposal.

(c) The Commission shall notify by first class mail each known claimant of a cheating device that he or she has sixty (60) days from the mailing of notice within which to file a written claim to contest its classification as a cheating device.

(d) Failure to timely file a written claim as provided in subsection (c) constitutes an admission by all claimants that the article of property is subject to destruction. The Chairman of the Commission shall have complete and absolute authority to rule on a claim filed pursuant to subsection (c).

(e) After expiration of the sixty (60) day period, the Commission may retain or dispose of the cheating device in any reasonable manner.

Part 200 INFORMATION AND FILINGS

§ 175-10.1-201	Office Mailing Address and Hours
§ 175-10.1-205	Official Records; Fees for Copies
§ 175-10.1-210	Communications/ Notices to Commission
§ 175-10.1-215	Public Information Office
§ 175-10.1-220	Filing of Petitions and Applications
§ 175-10.1-225	Petitions for Rulemaking
§ 175-10.1-230	Petitions for Declaratory Judgment

§ 175-10.1-201 Office Mailing Address and Hours.

The main mailing address of the Commission is:

Commonwealth Casino Commission
P.O. Box 500237
Saipan, MP 96950

(b) The normal office hours of the Commission are from 8:00 A.M. to 5:00 P.M., Monday through Friday, unless otherwise authorized by the Commission. The office of the Commission is closed to the public on legal holidays authorized by the CNMI government.

(c) The Commission may maintain work schedules for Commission employees during any hour of any day.

§ 175-10.1-205 Official Records; Fees for Copies.

(a) No original official record of the Commission shall be released from the custody of the Commission unless upon the express direction of the Chairman or Executive Director or upon the order of a court of competent jurisdiction.

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- (b) Copies of the official records of the Commission which are required by law to be made available for public inspection will be made available during the hours provided for in section 175-10.1-201, and upon the payment of appropriate fees.
- (c) No person shall, directly or indirectly, procure or attempt to procure from the records of the Commission or from other sources, information of any kind which is not made available by proper authority.
- (d) No application, petition, notice, report, document, or other paper will be accepted for filing by the Commission and no request for copies of any forms, pamphlets, records, documents, or other papers will be granted by the Commission, unless such papers or request are accompanied by the required fees, charges, or deposits.
- (e) Copies of official records of the Commission which are required by law to be made available for public inspection where copies are provided shall be One Dollar (\$1.00) per page.
- (f) All payment of taxes, fees, deposits, and charges which are to be made to the Commonwealth Treasury shall be made by check payable to the order of the Commonwealth Treasurer and mailed to the Department of Finance with an original receipt delivered to the main office of the Commission or posted by certified mail to the mailing address of the Commission.
- (g) All payment of fees, deposits, charges, or payments of any kind which are to be made to the Commonwealth Casino Commission shall be made by check payable to the order of the Commonwealth Casino Commission and posted by certified mail to the mailing address of the Commission.
- (h) The Commission may provide for payment by wire transfer.

§ 175-10.1-210 Communications/Notices to Commission.

- (a) Except as otherwise provided, all papers, process, or correspondence other than fees deposits or charges, relating to the Commission should be addressed to or served upon the Commonwealth Casino Commission at the Commission's main office.
- (b) All such papers, process, or correspondence shall be deemed to have been received or served when delivered to the main office of the Commission but a Commissioner or such individual members of the Commission's staff as the Chairman may designate, may in his or her discretion receive papers or correspondence or accept service of process.
- (c) Notwithstanding any other regulation to the contrary, at least one (1) copy of the Casino Gaming Licensee's annual audited financial statements must be delivered to the Commission via US Mail. Six additional copies hard must be delivered to the Commission and may be hand delivered to the Commission's main office in Saipan. One electronic copy shall be emailed to the Commission.

§ 175-10.1-215 Public Information Office.

Requests for information regarding the Commission may be sent to:

Commonwealth Casino Commission
Attn: Executive Director
P.O. Box 500237
Saipan, MP 96950

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§ 175-10.1-220 Filing of Petitions and Applications.

Petitions for formal action by the Commission shall be addressed to the Chairman of the Commission and should be certified mailed or delivered to:

Commonwealth Casino Commission
Attn: Chairman
P.O. Box 500237
Saipan, MP 96950

§ 175-10.1-225 Petitions for Rulemaking.

(a) Any interested person may file a petition with the Commission for the adoption, amendment, or repeal of any rule, pursuant to Commission regulation. Such petition shall be in writing, be signed by the petitioner, and include the following information:

- (1) The name and address of the petitioner;
- (2) The substance or nature of the requested rulemaking;
- (3) The reasons for the request;
- (4) The specific legal rights, duties, obligations, privileges, benefits, or other specific legal relations of the interested person which are affected by the requested rulemaking; and
- (5) Reference to the statutory authority under which the Commission may take the requested action; and
- (6) The a check made out to the order of the Commonwealth Treasurer for the fee referenced in § 175-10.1-1225(e)(2), or an original receipt showing that the fee has been paid.

(b) Any document submitted to the Commission which is not in substantial compliance with this section shall not be deemed to be a petition for rulemaking requiring further action. The Commission may but need not return the document to the petitioner with instructions as to the steps necessary to correct any defects or omissions in accordance with this section.

(c) A petition for rulemaking shall be scheduled for consideration at a regularly scheduled public meeting of the Commission. The petitioner shall be given an opportunity to make a statement in support of the requested rulemaking.

(d) Within thirty (30) days of receipt of a petition which is in compliance with this section, the Commission shall mail to the petitioner a notice of action on the petition, which shall include the nature or substance of the Commission's action upon the petition and a brief statement of reasons for the Commission's actions.

(e) Commission action on a petition for rulemaking may include:

- (1) Approval or denial of the petition;
- (2) Filing a notice of proposed rule; or
- (3) Referral of the matter for further deliberations, the nature of which will be specified and which will conclude upon a specified date. The results of these further deliberations shall be mailed to the petitioner.

Part 300 LICENSE AND REGISTRATION REQUIREMENTS

§ 175-10.1-301	Casino License
§ 175-10.1-305	Casino Service Provider Licenses
§ 175-10.1-310	Employee Licenses Generally
§ 175-10.1-320	Training Courses of Employees
§ 175-10.1-325	Mandatory License Requirements

§ 175-10.1-301 Casino License.

The Casino License shall be granted pursuant to the Act by the Commonwealth Lottery Commission.

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§ 175-10.1-305 Casino Service Provider Licenses.

(a) No person shall provide any goods or services to or conduct any business whatsoever with a casino, a casino licensee, its employees or agents, whether or not said goods, services, or business directly relates to casino or gaming activity, unless a casino service provider license authorizing the particular casino service business shall have first been issued to the enterprise pursuant to Part 1300 of these Regulations if such licensure has been required by the Commission. (b) The Casino Licensee shall not procure in any fashion goods or services from or conduct any business whatsoever with a person or entity, its employees or agents, whether or not said goods, services, or business directly relates to casino or gaming activity, unless a casino service provider license authorizing the particular casino service business shall have first been issued to the enterprise pursuant to these Regulations if such licensure has been required by the Commission.

§ 175-10.1-310 Employee Licenses Generally.

(a) Every casino key employee and casino employee, except those approved by the Chairman, shall wear in a conspicuous manner their license credential issued by the Commission at all times while on duty in the casino area which includes without limitation the casino floor, cashier's cage, countrooms, the Surveillance rooms; the Security Rooms, and any area of the premises not accessible to the general public. The license credential shall at a minimum contain the name of the hotel/casino complex, a photograph of the employee, the employee position and title, and shall be numerically controlled.

(b) Neither the Casino Gaming Licensee nor any casino Key employee licensee shall permit any casino key employee or casino employee, except those approved by the Chairman, to work in the casino area (as defined above) without wearing their license credential in a conspicuous manner. Neither the Casino Gaming Licensee nor any casino Key employee licensee shall permit any casino key employee or casino employee to be present in the cashier's cage, countrooms, the Surveillance rooms; the Security Rooms, and any area of the premises not accessible to the general public if the employee is not working.

(c) The Casino Gaming Licensee shall provide each such employee with a holder for the Commission license credential which shall permit the permanent display of the information contained on the license credential. Thirty (30) days prior to the use of any such holder, a Casino Gaming Licensee shall submit a prototype to the Commission along with a narrative description of the proposed manner in which the employee will be required to wear such holder.

(d) In those situations where a license credential is lost or destroyed, a casino key employee or casino employee may be authorized to enter the casino area to perform employment duties so long as:

- (1) The loss or destruction of the license is promptly reported in writing to the Commission;
- (2) The employee applies for a new license credential prior to working without the credential and pays the fee for obtaining a replacement license; and
- (3) Permission is received from a duly authorized Commission representative to do so.

(e) An application for renewal as a casino key employee or a casino employee shall be accompanied by an offer for continued employment by the Casino Gaming Licensee. The Casino Employee License shall be valid for the remainder of the fiscal year in which it was applied for and renewed every third October 1 thereafter, unless the license is sooner suspended or revoked, the licensee's authorization to work in the United States expires, is terminated or revoked, or the licensee's employment with the Casino Gaming Licensee has ended. The Casino Key Employee License shall be valid for the remainder of the fiscal year in which it was applied for and renewed every second October 1 thereafter, unless the license is sooner suspended or revoked, the licensee's authorization to work in the United States expires, is terminated or revoked, or the licensee's employment with the Casino Gaming Licensee has ended. By way of example, a Casino Key Employee license or casino Employee license applied for on December 31, 2015 is valid through September 30, 2016 and must be renewed on or before October 1, 2016. Beginning October 1, 2016, casino employee license is valid for three (3) years, and key employee license is valid for a period of two (2) years. Key employee licensees must not begin work until they have been granted a provisional key employee license or a full key employee license by the Commission.

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(f) All suppliers of the Casino Gaming Licensee while conducting business within the premise shall wear in plain view an identification card that identifies the supplier. Supplier identification cards shall be issued by the Commission. No supplier shall be permitted to be in the casino area which includes without limitation the casino floor, cashier's cage, countrooms, the Surveillance rooms; the Security Rooms, and any area of the premises not accessible to the general public without displaying the Commission-issued identification card.

(g) All licenses and identification cards issued by the Commission remain at all times property of the Commission and must be surrendered to the Commission immediately upon request by any Commission member, agent or the Executive Director.

(h) Neither the Casino Gaming Licensee nor any casino Key employee licensee or casino licensee shall permit any person who is not a holder of a gaming license issued by the Commission access to:

- (1) any player tracking software;
- (2) any software used in any manner whatsoever for the conduct of casino gaming or casino accounting;
- (3) any information or data of any kind whatsoever stored in or collected by any software listed in (1) or (2) above; unless such person is enrolled pursuant to Part 1000 or has been granted permission to obtain access by the Executive Director.

§ 175-10.1-315 Application for Employee License. An application for a casino employee license or casino key employee license shall be made pursuant to Part 1900. The casino licensee shall not employ any person unless the requirements of Part 1900 and these Regulations have been met.

§ 175-10.1-320 Training Courses of Employees.

(a) The Casino Gaming Licensee shall provide for person(s) employed or to be employed in a casino, training courses relating to the playing of games, the conduct of games and associated activities in connection with the operations.

(b) All training courses shall be:

- (1) Conducted by the casino operator or, with the approval of the Commission, by the nominee of the casino operator; and
- (2) Of such content, format, and duration as approved by the Commission.
- (3) Offered, to the extent possible by the casino licensee, to prospective applicants of the Commonwealth on a periodic basis as approved by the Commission.

(c) The successful completion of an approved training course is a prerequisite for:

- (1) The issuance of casino key employee license or a casino employee license; or
- (2) the approval of the Commission to making of an amendment (and such amendment being made) in a licensee in respect to the type of work performed or to be performed by the licensee and for employment of the licensee in the type of work specified in the license, either in the first instance pursuant to the amendment, unless the licensee is qualified by the experience, satisfactory to the Commission, appropriate to the type of work to be performed by him as a licensee.

(d) A casino operator may conduct gaming on a simulated basis for the purpose of training employees, testing gaming equipment, and gaming procedures and demonstrating the conduct and playing of games provided:

- (1) it has obtained the prior approval of the Commission;
- (2) is monitored by the Commission; and,
- (3) has paid all required fees as determined by the Commission.

§ 175-10.1-325 Mandatory License Requirements. As a condition of a casino license or any casino service provider license, the Commission or its authorized representatives may inspect and monitor, at any time and with or without notice, any part of the licensed casino, its gaming operations, equipment, records, and related activities and any similar area or activity of the licensed casino service provider, and that a law enforcement officer may enter any such area as requested by the Commission. The Executive Director may authorize representatives of the Commission.

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Part 400 APPLICATION PROCEDURE

§ 175-10.1-401	Receipt
§ 175-10.1-405	Filing
§ 175-10.1-410	Processing
§175-10.1-415	Public Inspection of Information
§ 175-10.1-420	Amendment
§ 175-10.1-425	Withdrawal
§ 175-10.1-540	Reapplication by Natural Person after Denial or Revocation

§ 175-10.1-401 Receipt. All application papers, unless otherwise directed by the Commission or these Regulations, shall initially be submitted to and received by the Executive Director, or such members of the Commission staff as the Executive Director may designate.

§ 175-10.1-405 Filing.

(a) The Executive Director, or such members of the Commission staff as the Executive Director may designate, shall determine the date of filing as to each application received and shall issue cause to be endorsed thereon the date of such filing. No application shall deem filed until the applicant satisfies all appropriate requirements, to wit:

- (1) That all papers presented conform to all requirements relating to format, signature, oath or affirmation, attorney certification, and copies;
- (2) That all appropriate application, business entity disclosure forms, personal history disclosure forms, and supplemental to personal history disclosure forms have been properly completed and presented;
- (3) That all required consents, waivers, fingerprint impressions, photographs, and handwriting exemplars have been properly presented;
- (4) That all other information, documentation, assurances, and other materials required or requested at that preliminary stage pertaining to qualifications have been properly presented; and
- (5) That all required fees have been properly paid and all required bonds have been properly furnished.

(b) Notwithstanding the foregoing, until April 1, 2016, the Executive Director may accept an application which lacks the required fingerprint impressions or handwriting exemplar provided that the applicant supplies the missing material within thirty (30) days of Commission's receipt of the application.

§ 175-10.1-410 Processing.

Upon a determination that all prerequisites for filing have been met, the Executive Director, or such members of the Commission staff as the Executive Director shall designate may:

- (a) Accept the application for filing and cause same to be docketed by the Executive Director.
- (b) Notify the applicant or his attorney, if any, in writing, of the fact that the application has been accepted for filing and docketed, the date of such acceptance for filing and the docket number thereof. The Executive Director shall also give notice that such acceptance and docketing shall constitute no evidence whatsoever that any requirement of the act or the regulations of the Commission have been satisfied.
- (c) Direct the staffs of the Commission to analyze, obtain, and evaluate such information of either a factual nature or otherwise as may be necessary to determine the qualifications of the applicant and any other matter relating to the application.

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§ 175-10.1-415 Public Inspection of Information. No information in the possession of the Commission relating to any application shall be made available for public inspection prior to the time that the said application shall be accepted for filing and docketed in accordance with the rules and regulations. Thereafter, the Commission may release information to the public on its own initiative or upon proper request as may be required by law.

§ 175-10.1-420 Amendment. It shall be the duty of each applicant to promptly file with the Commission, or such members of the Commission staff as the Executive Director shall designate, a written amendment to the application explaining any changed facts or circumstances whenever any material or significant change of facts or circumstances shall occur with respect to any matter set forth in the application or other papers relating thereto. Any applicant may be permitted by the Executive Director or designee to file any other amendment to the application at any time prior to final action made by the Commission.

§ 175-10.1-425 Withdrawal.

(a) Except as otherwise provided in (b) below, a written notice of withdrawal of application may be filed by any applicant at any time prior to final Commission action. No application shall be permitted to be withdrawn, however, unless the applicant shall have first established to the satisfaction of the Commission that withdrawal of the application would be consistent with the public interest and the policies of the Act. Unless the Commission shall otherwise direct, no fee or other payment relating to any application shall become refundable in whole or in part by reason of withdrawal of the application. The Commission shall not direct the refunding, in whole or in part, of any fee or other payment relating to any application unless the Commission determines that the refunding of the fee is in the best interest of the Commonwealth.

(b) Where a hearing on an application has been requested by a party or directed by the Commission, the Commission shall not permit withdrawal of said application after:

- (1) The application matter has been assigned to any other hearing examiner authorized by law or these Regulations to hear such matter; or
- (2) The Commission has made a determination to hear the application matter directly.

(c) Notwithstanding the foregoing, the Commission may accept and consider written notice of withdrawal after the time specified herein if extraordinary circumstances so warrant.

§ 175-10.1-430 Reapplication by Natural Person after Denial or Revocation.

(a) Any natural person required to be licensed, qualified, registered or approved under the provisions of the Act or regulations of the Commission whose licensure, qualifications, registration or approval is either denied or revoked by the Commission on the basis of that person's failure to satisfy the affirmative qualification criteria, or due to a Commission finding that such person is disqualified under the criteria, or both, may reapply for licensure, qualification, registration or approval provided the applicant complies with the requirements of (b) below.

(b) Any natural person whose licensure, qualification, registration or approval is denied or revoked by the Commission on the basis of any of the following enumerated provisions of the Act or regulations of the Commission may reapply, in accordance with the procedure set forth in (c) below, for licensure, qualification, registration or approval upon satisfaction of the conditions specified herein:

- (1) Lack of financial stability: Reapplication is permitted upon said person achieving status of financial stability;
- (2) Lack of business ability and casino experience: reapplication is permitted upon said person acquiring the requisite business ability and casino experience;
- (3) Failure to satisfy age requirement: Reapplication is permitted upon said person attaining the requisite age or upon a Commission finding that such age will be attained prior to the completion of the processing of said reapplication;
- (4) Conviction of statutory disqualifier or inimical offenses: Reapplication is permitted after the lapsed of five years from the date of denial or upon the issuance of a judicial order of expungement, whichever occurs first;

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- (5) Prosecution or pending charges related to statutory disqualifier: reapplication is permitted upon the disposition of the prosecution or pending charges against such person.

(c) If the licensure, qualification, registration or approval of any natural person has been denied or revoked on the basis of two (2) or more statutory or regulatory provisions, reapplication shall only be permitted upon compliance with the requirements of this regulation as to each statutory or regulatory provision which the Commission found to be a basis for such denial or revocation.

(d) This regulation applies with equal force and effect to the denial of any application by a natural person for licensure, qualifications, or approval, and to any denial of any reapplication for licensure, qualification, registration or approval permitted under the provisions of this regulation.

Part 500

ACCOUNTING REGULATIONS

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§ 175-10.1-501 Commission Divisions. The Commission shall organize and maintain a Division of Administration, a Division of Enforcement & Investigations, a Division of Audit & Compliance, and other divisions as deemed necessary by the Executive Director.

§ 175-10.1-505 Commission Audit Procedures.

(a) The Division of Audit & Compliance will have the authority, among other tasks assigned by the Executive Director to:

- (1) conduct periodic audits or reviews of the books and records of licensees;
- (2) review the accounting methods and procedures used by licensees;
- (3) review and observe methods and procedures used by licensees to count and handle cash, chips, tokens, negotiable instruments, and credit instruments;
- (4) examine the licensees' records and procedures in extending credit, and to confirm with gaming patrons the existence of an amount of debt and any settlement thereof;
- (5) examine and review licensees' internal control procedures;
- (6) examine all accounting and bookkeeping records and ledger accounts of the licensee or a person controlling, controlled by, or under common control with the licensee;
- (7) examine the books and records of any licensee when conditions indicate the need for such action or upon the request of the Chairman or the Commission; and,
- (8) investigate each licensee's compliance with the Act and the Regulations of the Commission.

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(b) The Division of Audit & Compliance shall at the request of the Executive Director conduct each audit in conformity with the statements on auditing standards. The Audit and Compliance division shall prepare an appropriate report at the conclusion of each audit and shall submit a copy of the report to the Commission.

(c) At the conclusion of each audit or review, the Division of Audit & Compliance or other applicable division shall confer with and go over the results of the audit or review with the licensee. The licensee may, within ten (10) days of the conference, submit written reasons why the results of the audit or review should not be accepted. The Commission shall consider the submission prior to its determination.

(d) When the Division of Audit & Compliance or any other division finds that the licensee is required to pay additional fees or taxes or finds that the licensee is entitled to a refund of fees or taxes, it shall report its findings, and the legal basis upon which the findings are made, to the Commission and to the licensee in sufficient detail to enable the Commission to determine if an assessment or refund is required.

(e) Ordinarily, the Casino Gaming licensee will not pay the costs of the audit. If the Executive Director determines that the audit will require excessive costs, such excessive costs shall be paid by the Casino Gaming licensee. If the audit reveals and the Executive Director determines that amounts were deliberately misreported, underreported or mischaracterized, the Casino Gaming licensee shall, in addition to any penalty which may be imposed, pay the costs of the audit and investigation.

(f) The Commission may require that a Casino Service Provider pay the costs of the audit.

§ 175-10.1-510 Procedure for Reporting and Paying Gaming Taxes and Fees.

(a) Unless the Commission establishes another procedure, taxes and, fees which are to be paid to the Treasurer, and all reports relating thereto which are required under the Act and the Regulations must be received by the Commonwealth Treasurer with an original receipt provided to the Commission not later than the due date specified by law or regulation, except that the taxes and reports shall be deemed to be timely filed if the Casino Gaming Licensee or Casino Service Provider demonstrates to the satisfaction of the Commission that they were deposited in a United States post office or mailbox, with first-class postage prepaid, and properly addressed to the Commonwealth Treasurer, within the time allowed for payment of the taxes. The original receipt must be promptly forwarded to the Commission.

(b) Unless the Commission establishes another procedure, fees which are to be paid to the Commission and all reports relating thereto must be received by the Commission not later than the due date specified by law or regulation, except that the fees and reports shall be deemed to be timely filed if the Casino Gaming Licensee or Casino Service Provider demonstrates to the satisfaction of the Commission that they were deposited in a United States post office or mailbox, with first-class postage prepaid, and properly addressed to the Commission, as the case may be, within the time allowed for payment of the taxes.

(c) The Casino Gaming Licensee or Casino Service Provider licensee may elect to report and pay its fees, and file all reports relating thereto, via check or pursuant to an electronic transfer procedure approved by the Commission.

§ 175-10.1-515 Accounting Records.

(a) The Casino Gaming Licensee, and each other licensee, in such manner as the Chairman may approve or require, shall keep accurate, complete, legible, and permanent records of all transactions pertaining to revenue that is taxable or subject to fees under the Commonwealth Code and these Regulations. Each licensee that keeps permanent records in a computerized or microfiche fashion shall provide the Division of Audit & Compliance, or the Department of Finance's applicable tax and license division, upon request, with a detailed index to the microfiche or computer record that is indexed by department and date.

(b) The Casino Gaming Licensee shall keep general accounting records on a double entry system of accounting, maintaining detailed, supporting, subsidiary records, including:

1. Detailed records identifying all revenues, all expenses, all assets, all liabilities, and equity for

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each establishment;

2. Detailed records of all markers, IOU's, returned checks, hold checks, or other similar credit instruments accepted by the licensee;
3. Individual and statistical game records to reflect statistical drop, statistical win, and the percentage of statistical win to statistical drop by table for each table game, and to reflect statistical drop, statistical win, and the percentage of statistical win to statistical drop for each type of table game, either by each shift or other accounting period approved by the Commission, and individual and statistical game records reflecting similar information for all other games;
4. Slot analysis reports which, by each machine, compare actual hold percentages to theoretical hold percentages;
5. Journal entries prepared by the licensee and its independent accountant;
6. All information pertaining to any promotional, discount, or VIP service type programs;
7. All information pertaining to any junket or junket-type operators or programs including, but not limited to all contracts and agreements of any kind, all money schedules, settlement sheets, and reports or written communications of any kind between the licensee and any junket operator, junket player or junket patron of any type.
8. Any other records that the Commission specifically requires to be maintained.

(c) The Casino Gaming Licensee shall create and maintain records sufficient to accurately reflect gross income and expenses relating to its operations which are subject of these Regulations. Every other licensee shall create and maintain records sufficient to accurately reflect gross income and expenses relating to its operations which are subject of these Regulations.

(d) If the Casino Gaming Licensee fails to keep the records used by it to calculate gross gaming revenue, the Commission may compute and determine the amount of taxable revenue upon the basis of an audit conducted by the Division of Audit & Compliance, or any other division, upon the basis of any information within the Commission's possession, or upon statistical analysis.

(e) Casino Employee or Casino Key Employee licensees must maintain such revenue and tax records as the Commission requires be maintained, in addition to any records required by the Department of Finance.

§ 175-10.1-520 On-line Slot Metering Systems. The Casino Gaming Licensee shall install and thereafter maintain an automated or on-line slot metering system meeting the specifications determined by the Commission, as applicable to its operation, unless a specification is waived by the Commission.

§ 175-10.1-525 Records of Ownership.

(a) Each corporate licensee or corporate owner of a Casino Gaming Licensee shall keep on the premises of the Casino Gaming Licensee, or shall provide to the Division of Audit & Compliance, the Division of Enforcement & Investigations, or the Division of Administration, upon request, the following documents pertaining to the corporation:

- (1) A certified copy of the articles of incorporation and any amendments;
- (2) A copy of the bylaws and any amendments;
- (3) A copy of the license issued by the Commonwealth Secretary of Finance authorizing the corporation to transact business in the Commonwealth
- (4) A list of all current and former officers and directors;
- (5) Minutes of all meetings of the stockholders which pertain to the Casino Gaming Licensee;
- (6) Minutes of all meetings of the directors which pertain to the Casino Gaming Licensee;
- (7) A list of all stockholders listing each stockholder's name, address, the number of shares held, and the date the shares were acquired;
- (8) The stock certificate ledger;
- (9) A record of all transfers of the corporation's stock; and
- (10) A record of amounts paid to the corporation for issuance of stock and other capital contributions.

(b) Each partnership licensee shall keep on the premises of its gaming establishment, or provide to the

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Division of Audit & Compliance, the Division of Enforcement & Investigations, or the Division of Administration, upon request, the following documents pertaining to the partnership:

- (1) A copy of the partnership agreement and, if applicable, the certificate of limited partnership;
- (2) A list of the partners, including their names, addresses, the percentage of interest held by each, the amount and date of each capital contribution of each partner, the date the interest was acquired, and the salary paid by the partnership; and
- (3) A record of all withdrawals of partnership funds or assets.

(c) Each Casino Gaming Licensee which is a LLC licensee shall keep on the premises of its establishment, or shall provide to Division of Audit & Compliance, the Division of Enforcement & Investigations, or the Division of Administration, upon request, the following documents pertaining to the LLC:

- (1) A certified copy of the articles of organization and any amendments;
- (2) A copy of the operating agreement and any amendments;
- (3) A copy of the license issued by the Commonwealth Secretary of Commerce authorizing the LLC to transact business in the Commonwealth
- (4) A list of all current and former Members and Managers;
- (5) Minutes of all meetings of the Members;
- (6) Minutes of all meetings of the LLC;
- (7) A list of all persons with any distributional interest in the LLC listing each person's name, address, the percentage of distributional interest owned or controlled by the person, and the date the interest was acquired;
- (8) The stock certificate ledger;
- (9) A record of all transfers of any beneficial interest in the LLC; and
- (10) A record of amounts paid to the LLC as capital contributions.

(d) The operating agreement of any limited liability company which has been granted a casino gaming license, must be in writing and shall include any language required by the Commonwealth Casino Commission by Order as well as language substantially as follows:

- (1) Notwithstanding anything to the contrary expressed or implied in the articles or this agreement, the sale, assignment, transfer, pledge or other disposition of any interest in the limited-liability company is ineffective unless approved in advance by the Commonwealth Casino Commission. If at any time the Commission finds that a member which owns any such interest is unsuitable to hold that interest, the Commission shall immediately notify the limited-liability company of that fact. The limited-liability company shall, within 10 days from the date that it receives the notice from the Commission, return to the unsuitable member the amount of his capital account as reflected on the books of the limited-liability company. Beginning on the date when the Commission serves notice of a determination of unsuitability, pursuant to the preceding sentence, upon the limited-liability company, it is unlawful for the unsuitable member: (A) To receive any share of the distribution of profits or cash or any other property of, or payments upon dissolution of, the limited-liability company, other than a return of capital as required above; (B) To exercise directly or through a trustee or nominee, any voting right conferred by such interest; (C) To participate in the management of the business and affairs of the limited-liability company; or (D) To receive any remuneration in any form from the limited-liability company, for services rendered or otherwise.
- (2) Any member that is found unsuitable by the Commission shall return all evidence of any ownership in the limited-liability company to the limited-liability company, at which time the limited-liability company shall within 10 days, after the limited-liability company receives notice from the Commission, return to the member in cash, the amount of his capital account as reflected on the books of the limited-liability company, and the unsuitable member shall no longer have any direct or indirect interest in the limited-liability company."

§ 175-10.1-530 Record Retention; Non Compliance. Each licensee shall provide the Division of Audit & Compliance, the Division of Enforcement & Investigations, or the Division of Administration, upon request, with the records required to be maintained by these Regulations. Unless the Commission approves or requires otherwise in writing, each licensee shall retain all such records within the Commonwealth for at least

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five (5) years after they are made. Failure to keep and provide such records is an unsuitable method of operation.

§ 175-10.1-535 Audited Financial Statements Casino Licensees.

(a) The Casino Gaming Licensee shall prepare in such manner and using such forms as the Commission may approve or require, a financial statement covering all financial activities of the licensee's establishments for each fiscal year. If the Casino Gaming Licensee or a person controlling, controlled by, or under common control with the Casino Gaming Licensee owns or operates room, food, or beverage facilities at the establishments, the financial statement must cover those operations as well as gaming operations. Each Casino Gaming Licensee shall engage an independent certified public accountant who shall audit the licensee's financial statements in accordance with generally accepted auditing standards.

(b) The Commission shall receive the statements not later than ninety (90) days after the last day of the licensee's business year. The Commission may share such statements with any government agency upon request. The Commission may post such statements, in whole or in part, on its website in its sole and absolute discretion.

(c) Consolidated financial statements may be filed by commonly owned or operated establishments, but the consolidated financial statements must include consolidating financial information or consolidating schedules presenting separate financial statements for each establishment. The independent accountant shall express an opinion on the consolidated financial statements as a whole and shall subject the accompanying consolidating financial information to the auditing procedures applied in the audit of the consolidated financial statements.

(d) Each Casino Gaming Licensee shall submit to the Commission five (5) paper copies of its audited or reviewed financial statements and shall transmit electronically one copy.

(e) Unless the Commission approves otherwise in writing, in the event of a license termination, change in business entity, or a change in the percentage of ownership of more than ten percent (10%), the casino licensee or former casino licensee shall, not later than ninety (90) days after the event, submit to the Commission five (5) paper copies of audited or reviewed financial statements covering the period since the period covered by the previous financial statement and one electronic copy of the same. If a license termination, change in business entity, or a change in the percentage of ownership of more than ten percent (10%) occurs within ninety (90) days after the end of a business year for which a financial statement has not been submitted, the licensee may submit financial statements covering both the business year and the final period of business.

(f) If a licensee changes its business year, the licensee shall prepare and submit to the Commission audited or reviewed financial statements covering the "stub" period from the end of the previous business year to the beginning of the new business year not later than ninety (90) days after the end of the stub period or incorporate the financial results of the stub period in the financial statements for the new business year.

(g) Reports that communicate the results of the audit or review, including management advisory letters or activities not related to the gaming operation, must be submitted within ninety (90) days after the end of the licensee's business year.

(h) The Commission may request additional information and documents from either the licensee or the licensee's independent accountant, through the licensee, regarding the financial statements or the services performed by the accountant. Failure to submit the requested information or documents is an unsuitable method of operation.

§ 175-10.1-540 Financial Statements: Other Licensees. The Commission may require financial statements, audited or otherwise, from other licensees as the Commission deems appropriate.

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§ 175-10.1-545 Internal Control for Casino Licensees.

As used in this section, "licensee" means the Casino Gaming Licensee and "chairman" means the chairman or other member of the Commission.

- (a) The licensee shall establish administrative and accounting procedures for the purpose of determining the licensee's liability for taxes and fees under the Commonwealth Code and these Regulations and for the purpose of exercising effective control over the licensee's internal fiscal affairs. The procedures must be designed to reasonably ensure that:
1. Assets are safeguarded;
 2. Financial records are accurate and reliable;
 3. Transactions are performed only in accordance with management's general or specific authorization;
 4. Transactions are recorded adequately to permit proper reporting of gaming revenue and of fees and taxes, and to maintain accountability for assets;
 5. Access to assets is permitted only in accordance with management's specific authorization;
 6. Recorded accountability for assets is compared with actual assets at reasonable intervals and appropriate action is taken with respect to any discrepancies; and,
 7. Functions, duties, and responsibilities are appropriately segregated and performed in accordance with sound practices by competent and qualified personnel.
- (b) The licensee shall describe, in such manner and as often as the chairman may approve or require, its administrative and accounting procedures in detail in a written system of internal control. Each licensee shall submit a copy of its written system to the Commission. Each written system must include:
1. An organizational chart depicting each position within the company;
 2. A description of the duties and responsibilities and procedures to be followed by each position shown on the organizational chart;
 3. A detailed, narrative description of the administrative and accounting procedures designed to satisfy the requirements of subsection (a);
 4. A written statement signed by the licensee's chief financial officer and either the licensee's chief executive officer or a licensed owner attesting that the system satisfies the requirements of this section;
 5. If the written system is submitted by an applicant, a letter from an independent accountant stating that the applicant's written system has been reviewed by the accountant and complies with the requirements of this section; and
 6. Such other items as the Commission may require.
- (c) The Commission may adopt and order minimum standards for internal control procedures that in the Commission's opinion satisfy subsections (a) and (b). Topics for the Commission's minimum standards for internal control may include any subject the Commission deems necessary including, but not limited to: Key Controls, Rules of the Game, Table Games, Electronic Gaming Devices, Poker Rooms, Drops and Counts, Casino Cashiering And Credit, Casino Accounting, Admissions and Ticketing, Currency Transaction Reporting, Internal Audits, Surveillance, Security, Purchasing and Contract Administration, Excluded Persons, Self-Excluded Persons, Forms, Management Information Systems (MIS), and Tips. The licensee may not implement a system of internal control procedures that does not satisfy the minimum standards.
- (d) Each licensee shall require the independent accountant engaged by the licensee to examine the financial statements or to review the licensee's financial statements to submit to the licensee two (2) copies of a written report of the compliance of the procedures and written system with the minimum internal control standards. Using the criteria established by the Commission, the independent accountant shall report each event and procedure discovered by or brought to the accountant's attention that the accountant believes does not satisfy the minimum standards or variations from the standards that have been approved by the Commission pursuant to subsection (c). Not later than ninety (90) days after the end of the licensee's

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business year, the licensee shall submit a copy of the accountant's report or any other correspondence directly relating to the licensee's systems of internal control to the Commission accompanied by the licensee's statement addressing each item of noncompliance noted by the accountant and describing the corrective measures taken. Unless the chairman approves otherwise in writing, in the event of a license termination, change in business entity, or a change in the percentage of ownership of more than ten percent (10%), the licensee or former licensee shall, not later than ninety (90) days after the event, submit a copy of the accountant's report or any other correspondence directly relating to the licensee's systems of internal control to the Commission accompanied by the licensee's statement addressing each item of noncompliance noted by the accountant and describing the corrective measures taken covering the period since the period covered by the previous report. If a license termination, change in business entity, or a change in the percentage of ownership of more than ten percent (10%) occurs within ninety (90) days after the end of a business year for which a report has not been submitted, the licensee may submit a report covering both the business year and the final period of business.

(e) Before adding or eliminating a counter game; eliminating a table game; adding a table game; adding any computerized system that affects the proper reporting of gross revenue; adding any computerized system of betting at a race book or sports pool; or adding any computerized system for monitoring slot machines or other games, or any other computerized associated equipment, the licensee must:

1. Amend its accounting and administrative procedures and its written system of internal control to comply with the minimum standards;
2. Submit to the Commission a copy of the written system as amended, and a written description of the amendments signed by the licensee's chief financial officer and either the licensee's chief executive officer or a licensed owner;
3. Comply with any written requirements imposed by the Commission regarding administrative approval of computerized associated equipment; and
4. After subsections (1) through (3) have been complied with, implement the procedures and written system as amended.

(f) The licensee shall annually report any amendments to the licensee's procedures and written system that have been made since the previous annual report. The report must include either a copy of the written system as amended or a copy of each amended page of the written system, and a written description of the amendments signed by the licensee's chief financial officer.

(g) If the Commission determines that the licensee's administrative or accounting procedures or its written system does not comply with the requirements of this section, the Commission shall so notify the licensee in writing. Within thirty (30) days after receiving the notification, the licensee shall amend its procedures and written system accordingly, and shall submit a copy of the written system as amended and a description of any other remedial measures taken.

(h) The licensee shall comply with its written system of internal control submitted pursuant to subsection (b) as it relates to compliance with the minimum standards, and any required equipment approvals.

(i) Failure to comply with 175-10.1-545 is an unsuitable method of operation.

(j) Using guidelines, checklists, and other criteria established by the Executive Director, the licensee's internal auditor shall perform observations, document examinations, and inquiries of employees to determine compliance with applicable statutes, regulations, and minimum internal control standards. Two copies of the internal auditor's report summarizing all instances of noncompliance and management responses must be submitted to the Commission within ninety (90) days after the end of the first six (6) months of the licensee's business year and must include all work required to be performed during that six (6) month period along with any additional procedures that were performed. Noncompliance noted in the second half of the business year must be submitted to the Commission within ninety (90) days after the end of the business year.

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§ 175-10.1-550 Gross Revenue Computations.

- (a) For each table game, gross revenue equals the closing table game bankroll plus credit slips for cash, chips, tokens, or personal/payroll checks returned to the casino cage, plus drop, less opening table game bankroll, fills to the table, money transfers issued from the game through the use of a cashless wagering system.
- (b) For each slot machine, gross revenue equals drop less fills to the machine and jackpot payouts. Additionally, the initial hopper load is not a fill and does not affect gross revenue. The difference between the initial hopper load and the total amount that is in the hopper at the end of the licensee's fiscal year must be adjusted accordingly as an addition to or subtraction from the drop for that year. If a Casino Gaming Licensee does not make such adjustments, or makes inaccurate adjustments, the Division of Audit & Compliance may compute an estimated total amount in the slot machine hoppers and may make reasonable adjustments to gross revenue during the course of an audit.
- (c) For each counter game, gross revenue equals:
1. The counter games write on events or games that occur during the month or will occur in subsequent months, less counter games payout during the month ("cash basis"); or
 2. Counter games write on events or games that occur during the counter games write plus money, not previously included in gross revenue that was accepted by the licensee in previous months on events or games occurring during the month, less counter games payouts during the month ("modified accrual basis") to patrons on winning wagers.
- (d) For each card game and any other game in which the licensee is not a party to a wager, gross revenue equals all money received by the Casino Gaming Licensee as compensation for conducting the game.
- (e) In computing gross revenue for a slot machines, keno and bingo, the actual cost to the Casino Gaming Licensee, its agent or employee, or a person controlling, controlled by, or under common control with the licensee, of any personal property distributed as losses to patrons may be deducted from winnings (other than costs of travel, lodging, services, food, and beverages) if the licensee maintains detailed documents supporting the deduction.
- (f) If the Casino Gaming Licensee provides periodic payments to satisfy a payout resulting from a wager, the initial installment payment when paid and the actual cost of a payment plan approved by the Commission and funded by the licensee may be deducted from winnings. For any funding method which merely guarantees the licensee's performance and under which the licensee makes payments directly out of cash flow (e.g., irrevocable letters of credits, surety bonds, or other similar methods), the licensee may only deduct such payments when paid to the patron.
- (g) The Casino Gaming Licensee shall not exclude money paid out on wagers that are knowingly accepted by the licensee in violation of the Commonwealth Code or these regulations from gross revenue.
- (h) If in any month the amount of Casino Gross gaming Revenue is less than zero dollars (\$0.00), the licensee may deduct the excess in the succeeding months, until the loss is fully offset against Casino Gross Gaming Revenue.
- (i) Payout receipts and wagering vouchers issued at a game or gaming device, shall be deducted from gross revenue as jackpot payouts in the month the receipts or vouchers are issued by the game or gaming device. Payout receipts and wagering vouchers deducted from gross revenue that are not redeemed within sixty (60) days of issuance shall be included in gross revenue. An unredeemed payout receipt or wagering voucher previously included in gross revenue may be deducted from gross revenue in the month redeemed. For purposes of this section, the term "slot machine" means a gaming device for which gross revenue is calculated pursuant to the method described under section (b) above. Such receipts and wagering vouchers shall be deemed expired if not redeemed on or before the expiration date printed on the payout receipt or wagering voucher or within 180 days of issuance, whichever period is less. Licensees may redeem expired receipts and wagering vouchers in their sole discretion but may not deduct amounts paid out from gross revenue.

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- (j) A record of all expired payout receipts and wagering vouchers shall be created and maintained in accordance with the record keeping requirements set forth by the Commission.
- (k) Any amounts paid or rebated to players or patrons in the form of "comps", commissions or the like are a cost of doing business and shall not be deducted from gross revenue.

§ 175-10.1-555 Uncollected Baccarat Commissions.

(a) If the Casino Gaming Licensee does not collect baccarat commissions due from a patron at the conclusion of play and elects to waive payment, such action must be authorized and documented in accordance with subsection (b) hereof. The uncollected baccarat commission must still be included in gross revenue computations.

(b) Concurrently with the decision to not collect the baccarat commission, the licensee must record, in such manner and using such preprinted, pre-numbered forms as the Commission has approved:

1. Date, shift and time the licensee determined to not collect the baccarat commission;
2. The amount of the baccarat commission not collected;
3. The baccarat table number;
4. Patron name, if known;
5. The dealer's signature; and
6. A baccarat supervisor's signature.

(c) Such forms shall be sent to the accounting department at least every twenty four (24) hours and reconciled numerically to account for all forms. A form may be used to record more than one transaction; however each transaction must indicate all of the above required signatures. Descriptions of the forms and procedures utilized must be included in the licensee's submitted system of internal control.

(d) An uncollected baccarat commission that is not waived in accordance with this regulation shall be documented by a credit instrument that clearly indicates it represents an uncollected baccarat commission, and that conforms to all documentation and procedural requirements of the licensee's submitted system of internal control.

(f) Failure to comply with these regulations is an unsuitable method of operation.

§ 175-10.1-560 Minimum Bankroll Requirements.

(a) The Commission may adopt or revise a bankroll formula that specifies the minimum bankroll requirements applicable to the Casino Gaming Licensee, along with instructions for computing available bankroll.

(b) The Casino Gaming Licensee shall maintain in accordance with the bankroll formula adopted by the Commission pursuant to the requirements of this section, cash or cash equivalents in an amount sufficient to reasonably protect the licensee's patrons against defaults in gaming debts owed by the licensee. If at any time the licensee's available cash or cash equivalents should be less than the amount required by this section, the licensee shall immediately notify the Commission of this deficiency and shall also detail the means by which the licensee shall comply with the minimum bankroll requirements. Failure to maintain the minimum bankroll required by this section or failure to notify the Commission as required by this section, is an unsuitable method of operation.

(c) Records reflecting accurate, monthly computations of bankroll requirements and actual bankroll available shall be maintained by the Casino Gaming Licensee, and mailed to the Commission monthly.

§ 175-10.1-565 Treatment of Credit for Purposes of Computing Gross Revenue.

(a) The Casino Gaming Licensee shall:

- (1) Document, prior to extending gaming credit, that it:

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- (i) Has received information from a bona fide credit-reporting agency that the patron has an established credit history that is not entirely derogatory; or
 - (ii) Has received information from a legal business that has extended credit to the patron that the patron has an established credit history that is not entirely derogatory; or
 - (iii) Has received information from a financial institution at which the patron maintains an account that the patron has an established credit history that is not entirely derogatory; or
 - (iv) Has examined records of its previous credit transactions with the patron showing that the patron has paid substantially all of his credit instruments and otherwise documents that it has a reasonable basis for placing the amount or sum placed at the patron's disposal; or
 - (v) Was informed by another licensee that extended gaming credit to the patron that the patron has previously paid substantially all of the debt to the other licensee and the licensee otherwise documents that it has a reasonable basis for placing the amount or sum placed at the patron's disposal; or
 - (vi) If no credit information was available from any of the sources listed in subparagraphs (i) through (v) for a patron who is not a resident of the United States, the licensee has received, in writing, information from an agent or employee of the licensee who has personal knowledge of the patron's credit reputation or financial resources that there is a reasonable basis for extending credit in the amount or sum placed at the patron's disposal;
 - (vii) In the case of personal checks, has examined and has recorded the patron's valid driver's license or, if a driver's license cannot be obtained, some other document normally acceptable as a means of identification when cashing checks, and has recorded a bank check guarantee card number or credit card number or has documented one of the credit checks set forth in subparagraphs (1) through (vi);
 - (viii) In the case of third party checks for which cash, chips, or tokens have been issued to the patron or which were accepted in payment of another credit instrument, has examined and has recorded the patron's valid driver's license, or if a driver's license cannot be obtained, some other document normally acceptable as a means of identification when cashing checks and has, for the check's maker or drawer, performed and documented one of the credit checks set forth in subparagraphs (i) through (vi);
 - (ix) In the case of guaranteed drafts, has complied with the issuance and acceptance procedures promulgated by the issuer.
- (2) Ensure that the patron to whom the credit is extended either signs the credit instrument when credit is extended;
- (3) Obtain and record the patron's address before extending the credit.

(b) The Casino Gaming Licensee shall, after extending credit, document that it has attempted to collect payment from the patron once every thirty (30) days from the date issuance of the credit until it is collected.

(c) The Casino Gaming Licensee shall furnish the credit instrument to the Commission within thirty (30) days after the Commission's request, unless the licensee has independent, written, and reliable verification that the credit instrument is in the possession of a court, governmental agency, or financial institution; has been returned to the patron upon partial payment of the instrument; has been returned to the patron upon the licensee's good faith belief that it had entered into a valid settlement and the licensee provides a copy of the original credit instrument and a document created contemporaneously with the settlement that contains the information required by this section; has been stolen and the licensee has made a written report of the theft to an appropriate law enforcement agency, other than the Commission having jurisdiction to investigate the theft; or the chairman waives the requirements of the subsection because the credit instrument cannot be produced because of any other circumstances beyond the licensee's control.

- (1) Theft reports made pursuant to this paragraph must be made within thirty (30) days of the licensee's discovery of the theft and must include general information about the alleged crime, the amount of financial loss sustained, the date of the alleged theft, and the names of employees or agents of the licensee who may be contacted for further information. The licensee shall furnish to the Division of Audit & Compliance a copy of theft reports made pursuant to this paragraph within thirty (30) days of its request.
- (2) If the licensee has returned a credit instrument upon partial payment, consolidation, or redemption of

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the debt, it shall issue a new "substituted" credit instrument in place of the original and shall furnish the substituted credit instrument to the Commission within thirty (30) days of its request, unless the licensee has independent, written, and reliable verification that the substituted credit instrument cannot be produced because it is in the possession of a court, governmental agency, or financial institution; has been stolen and the licensee has made a written report of the theft to an appropriate law enforcement agency, other than the Commission, having jurisdiction to investigate the theft; or the Commission waives the requirements of this subparagraph because the substituted credit instrument cannot be produced because of any other circumstances beyond the licensee's control.

(d) The Casino Gaming Licensee shall submit a written report of a forgery, if any, of the patron's signature on the instrument to an appropriate law enforcement agency, other than the Commission, having jurisdiction to investigate the forgery. The report must include general information about the alleged crime, the amount of financial loss sustained, the date of the alleged forgery, and identification of employees or agents of the licensee who may be contacted for further information. The licensee shall furnish a copy of forgery reports made pursuant to this paragraph to the Division of Audit & Compliance and the Division of Enforcement & Investigations within 30 days of its request.

(e) The Casino Gaming Licensee shall permit the Commission within thirty (30) days of its request to confirm in writing with the patron the existence of the debt, the amount of the original credit instrument, and the unpaid balance, if any.

(f) The Casino Gaming Licensee shall retain all documents showing, and otherwise make detailed records of, compliance with this subsection, and furnish them to the Division of Audit & Compliance within thirty (30) days after its request.

(g) The Casino Gaming Licensee shall include in gross revenue all or any portion of any paid balance on any credit instrument.

(h) The Casino Gaming Licensee shall include in gross revenue all of an unpaid balance on any credit instrument unless the Commission determines that, with respect to that credit instrument, the licensee has complied with the requirements of this Part and these Regulations and that the public interest will be served if the unpaid balance is not included in gross revenue.

§ 175-10.1-570 Handling of Cash. Each gaming employee, owner, or licensee who receives currency of the United States (other than permitted tips or gratuities) from a patron in the gaming area of a gaming establishment shall promptly place the currency in the locked box in the table or, in the case of a cashier, in the appropriate place in the cashier's cage, or on those games which do not have a locked box or on card game tables, in an appropriate place on the table, in the cash register, or other repository approved by the Commission.

§ 175-10.1-575 Mandatory Count Procedure.

(a) The Casino Gaming Licensee shall report annually to the Commission, on or before July 1st, the time or times when drop boxes will be removed and the times the contents will be counted. All drop boxes must be removed and counted at the time or times previously designated to the Commission. Removal and counting of drop box contents at other than the designated times is prohibited unless the licensee provides 24 hours advance written notice to the Commission of a change in times or the Commission requires a change of authorized times.

(b) On the tenth of each month, the Casino Gaming Licensee shall submit to the Commission a list of employees authorized to participate in the count and those employees who are authorized to be in the count room during the count ("count personnel list") for the remainder of the month and for the first ten days of the next month. The count personnel list shall indicate those persons, if any, who hold an interest in the Casino Gaming License and shall indicate what relationship by blood or marriage, if any, exists between any person on such list or any interest holder or employee of the gaming establishment. The count personnel list shall also indicate the license number of each count employee and the job position held by each count employee. No person who is not

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properly identified on the count personnel list shall be allowed to participate in the count or be in the count room during the count without Commission approval.

§ 175-10.1-580 Petitions for Redetermination; Procedures.

(a) A licensee filing a petition for redetermination with the Commission shall serve a copy of the petition on the Executive Director, the Secretary of Finance and the Attorney General, and pay the Petition fee listed in § 175-10.1-1225(e)(2).

(b) A licensee shall, within thirty (30) days after the petition is filed:

1. Pay all taxes, fees, penalties, or interest not disputed in the petition and submit a schedule to the Division of Audit & Compliance that contains its calculation of the interest due on non-disputed assessments;
2. File with the Commission a memorandum of points and authorities in support of a redetermination, and serve a copy of the memorandum on the Executive Director, the Secretary of Finance and the Attorney General; and
3. File with the Commission a certification that it has complied with the requirements of paragraphs (a) and (b).

(c) The Executive Director shall, within thirty (30) days after service of the licensee's memorandum, file a memorandum of points and authorities in opposition to the licensee's petition and shall serve a copy on the licensee. The licensee may, within fifteen (15) days after service of the Executive Director's memorandum, file a reply memorandum.

(d) The Executive Director and the licensee may stipulate to extend the time periods specified in this section if their stipulation to that effect is filed with the Commission before the expiration of the pertinent time period. The Commission may extend the time periods specified in this section upon motion and for good cause shown.

(e) The Commission may, at its discretion, deny a petition for redetermination if the licensee fails to comply with the requirements of this section or these Regulations.

§ 175-10.1-585 Claims for Refunds; Procedures.

(a) A licensee filing a claim for refund with the Commission shall serve a copy of the claim on the Executive Director, the Secretary of Finance and the Attorney General.

(b) A licensee shall, within thirty (30) days after the claim is filed, file with the Commission a memorandum of points and authorities in support of the claim, setting forth the legal basis and the licensee's calculations of the amount of the refund and any interest due thereon, and serve a copy of the memorandum on the Executive Director, the Secretary of Finance and the Attorney General, and file with the Commission a certification that it has complied with the requirements of this paragraph.

(c) The Executive Director shall, within thirty (30) days after service of the licensee's memorandum, file a memorandum of points and authorities in opposition to the licensee's claim and shall serve a copy on the licensee. The licensee may, within fifteen (15) days after service of the Executive Director's memorandum, file a reply memorandum.

(d) The Executive Director and the licensee may stipulate to extend the time periods specified in this section if their stipulation to that effect is filed with the Commission before the expiration of the pertinent time period. The commission may extend the time periods specified in this section upon motion and for good cause shown.

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Part 600 CASINO LICENSE

§ 175-10.1-601	Commission Authority Over Casino License
§ 175-10.1-605	Term of The Casino License
§ 175-10.1-610	Annual License Fee
§ 175-10.1-615	Pre-payments of Annual License Fee
§ 175-10.1-620	Licensee Assurances
§ 175-10.1-625	Development Sites
§ 175-10.1-630	Integrated Resort (Phase One)
§ 175-10.1-635	Initial Gaming Facility
§ 175-10.1-640	Development Requirements (Phase One)
§ 175-10.1-645	Development Proposal Requirements (Phase Two)
§ 175-10.1-650	Liquidated Damages
§ 175-10.1-655	Local Training and Hiring Requirement
§ 175-10.1-660	Requirement for Compliance with Applicable Laws
§ 175-10.1-665	Transfer Assignment or Encumbrance Prohibited
§ 175-10.1-670	License Suspension or Revocation

§ 175-10.1-601 Commission Authority Over Casino License. The Commission has the authority for the approval of all casino operations and gaming activities conducted under the casino license granted by the Lottery Commission including, but not limited to the establishment of gaming rules and regulations. The authority of the Commission includes the ability to modify, suspend or revoke the Casino License for violation of the Regulations or the Act.

§ 175-10.1-605 Term of The Casino License.

(a) The Casino License is valid for an initial term of twenty five years starting on the License Issuance Date of August 12, 2014 and ending at 11:59 p.m. on August 11, 2039.

(b) The casino licensee has an option to extend the initial term for an additional consecutive period of fifteen years prior to the expiration of the initial term.

§ 175-10.1-610 Annual License Fee.

(a) The Annual License Fee for The Casino License shall be fifteen million dollars.

(b) The Annual License Fee shall be paid every year to the Commonwealth Treasurer each August 12th for the entire term of The Casino License, except for any pre-payments of the Annual License Fee for any particular year as required by law or other agreement, in which case payment for such particular year will not be required.

(c) The Annual License Fee amount shall be adjusted every five years based on the cumulative change in the Consumer Price Index announced by the Commonwealth Department of Commerce for the island of Saipan since the License Issuance Date.

§ 175-10.1-615 Pre-payments of Annual License Fee.

(a) Pursuant to Public Law 18-56, the Licensee has prepaid \$30,000,000 of The Annual License fees reflecting payments of year one and prepayment of year five of the license term.

(b) Licensee shall pay \$5,000,000 of the Annual License Fee for the second year within 15 days after the Commission authorizes the Temporary Live Training Facility and the remaining \$10,000,000 of the Annual License Fee for the second year within 15 days of the execution of the public land lease between the Department of Public Lands and Licensee for the area commonly known as the Samoan Housing in Garapan for construction of the Initial Gaming Facility referred to in 175-10.1-635. Both payments shall be made prior to August 12, 2015 and shall comprise full payment for the second year of the Annual License Fee.

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(c) Additionally, the Licensee agrees to make a pre-payment of the Annual License Fee for the eighth year of the License Term, being a minimum of \$15,000,000 within sixty days from the opening of the Initial Gaming Facility referred to in § 175-10.1-635.

(d) In every case of pre-payment of the Annual License Fee for any particular year, there will be no requirement for payment of the Annual License Fee for such particular year except for any adjustment based on the change in the Consumer Price Index referred to in § 175-10.1-610(c).

§ 175-10.1-620 Licensee Assurances.

(a) The award of the Casino License to Imperial Pacific International (CNMI) LLC as a Licensee was based on the information and assurances provided by the Licensee in: (1) the casino resort developer application that was submitted by the Licensee in April 2014; (2) the subsequent business plan that was submitted in May 2014 ("Business Plan"), and information provided to Commonwealth Consultants (collectively "Licensee Proposal and Assurances"). The Commonwealth has relied on the accuracy and trustworthiness of the Licensee Proposal and Assurances in the awarding of The Casino License and they were incorporated as a material element of the Casino License Agreement.

(b) All of the terms, promises and assurances provided in the Licensee Proposal and Assurances are binding on Imperial Pacific International (CNMI) LLC, as the Casino Gaming Licensee. These terms, promises and assurances include, but are not limited to the following specific proposed new construction development requirements:

- (1) 2,004 hotel guest rooms;
- (2) 17,000 square meters of total gaming floor area;
- (3) 13,532 square meters of food and beverage outlets (at least 23 outlets);
- (4) 15,000 square meters of retail space;
- (5) 600 seat theatre;
- (6) 9,094 square meters of meeting space including ballroom;
- (7) wedding chapel;
- (8) 200 villas;
- (9) 1,050 square meters of fitness area;
- (10) \$100 million themed entertainment facility; and
- (11) 1,900 square meters of spa facility,

(collectively "Licensee Development Proposal Requirements" or "Proposal Requirements").

(c) The Casino Gaming Licensee is solely responsible for obtaining all required government approvals, permits and licenses required to honor its obligation to construct the Proposal Requirements.

(d) Nothing in this Part prohibits the Casino Gaming Licensee from developing beyond the requirements of the Licensee Development Proposal Requirements ("Licensee Additions").

§ 175-10.1-625 Development Sites.

(a) The Casino Gaming Licensee is authorized to use up to a total of three Development Sites to obtain the required land necessary for the full development of the Initial Gaming Site, Licensee Development Proposal Requirements, and any Licensee Additions.

(b) All gaming activities authorized under the Casino License are strictly limited to the approved Development Sites and the Temporary Facility referred to in Part 800.

(c) All development at these three Development Sites is to be done in a manner that balances the need for protection of island culture environment and the need for economic development. Development shall be done in a manner that preserves, enhances, and is consistent with maintaining a serene island culture environment.

(d) The term Development Site is defined as a single parcel of property or a grouping of adjoining connected parcels that presents a unified uninterrupted parcel that is under the control of the Licensee. Individual parcels controlled by the Licensee that are separated only by a public right of way shall be considered as a single Development Site.

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§ 175-10.1-630 Integrated Resort (Phase One).

(a) The Casino Licensee shall build an Integrated Resort as phase one ("Phase-One") of the Licensee Development Proposal Requirements. For purposes of this License Agreement, the term "Integrated Resort" is defined as a large commercial endeavor in which multiple functions of: accommodations, entertainment, retail, service providers, and casino facilities are integrated at a single development site. The total area where actual gaming takes place shall be no more than twenty percent (20%) of the gross floor area of the Integrated Resort.

(b) All structures and associated elements of the Integrated Resort required herein are to be of a uniformly high luxury standard. All guest rooms shall be of similar quality as established by Triple AAA lodging criteria standards for four or five star developments, with associated guest services of similar quality.

§ 175-10.1-635 Initial Gaming Facility.

(a) The Casino Licensee shall construct or refurbish an Initial Gaming Facility which is a structure with guest rooms and services of five star quality.

(b) The Initial Gaming Facility shall have a minimum of 250 rooms.

(c) The structures associated with the Initial Gaming Facility shall be considered as one of the allowed Development Sites referred to in § 175-10.1-625.

(d) The Initial Gaming Facility must be fully constructed and operations must begin within twenty four (24) months of land acquisition but not later than August 12, 2017.

§ 175-10.1-640 Development Requirements (Phase One).

(a) Phase One shall result in the establishment of a fully functional Integrated Resort and include at a minimum the following elements and associated support components at a single Development Site:

- (1) An 800 room four or five star luxury hotel;
- (2) A \$100,000,000 themed entertainment facility with amphitheater;
- (3) 5,372 square meters of food and beverage outlets;
- (4) 2,500 square meters of meeting space (including indoor seating space for 600 persons);
- (5) 5,000 square meters of retail shops;
- (6) wedding chapel;
- (7) 500 square meter spa/fitness area;
- (8) 10,000 square meters of gaming area (which includes back-of-house areas); and
- (9) Associated parking, site improvements, landscaping, furnishings, fixtures, utilities and infrastructure.

(b) The Casino Licensee shall complete Phase One within thirty six (36) months of land acquisition but not later than January 12, 2018.

(c) Phase One must include the construction of a One Hundred Million Dollar (\$100,000,000) Themed Entertainment Facility which may include show elements. The Themed Facility shall be an integral part of the unifying design of Phase One which shall be reflected throughout the Integrated Resort. The Themed Facility shall provide family entertainment that complements the proposed integrated resort as an iconic development. The Themed Facility shall reflect the high end luxury style required in Phase One of the Integrated Resort.

(d) Failing to complete Phase One when required is an unsuitable method of operation. The Commission may take into account Force Majeure conditions outside the Casino Gaming Licensee's control.

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§ 175-10.1-645 Development Proposal Requirements (Phase Two).

- (a) All the components of the Licensee Development Proposal Requirements that were not completed in Phase One shall be completed by August 12, 2022.
- (b) Failing to complete Phase Two when required is an unsuitable method of operation. The Commission may take into account Force Majeure conditions outside the Casino Gaming Licensee's control.

§ 175-10.1-650 Liquidated Damages.

- (a) The Casino Gaming Licensee will pay a liquidated damage charge of One Hundred Thousand Dollars (\$100,000) per calendar day for any delay in achieving completion of Phase One or Phase Two of the project.
- (b) The Casino Licensee shall pay all assessed Liquidated Damages within ten (10) business days of imposition and receipt of notice from the Commonwealth.
- (c) The Casino Licensee agrees that the liquidated damages are not fines or penalties.
- (d) Failing to complete either Phase as required by the license agreement and these Regulations is an unsuitable method of operation; failing to pay any liquidated damage when due is an unsuitable method of operation. The Commission may take into account Force Majeure conditions outside the Casino Gaming Licensee's control.

§ 175-10.1-655 Local Training and Hiring Requirement.

- (a) The Casino Gaming Licensee shall promote training and hiring of permanent United States residents in a proactive endeavor to achieve an objective of having citizens of the United States and permanent United States residents comprise at least sixty-five (65%) percent of all employees ("Resident Employment Objective").
- (b) In furtherance of this requirement, the Casino Gaming Licensee shall work with the Commonwealth Department of Labor to develop an annual plan ("Annual Plain") evaluating: employment needs, local condition and challenges, current residency status of employees, and the provision of a proactive plan to achieve the Resident Employment Objective.
- (c) This plan to achieve the Resident Employment Objective shall include the funding by the Casino Gaming Licensee of necessary training through local educational and trade institutions to provide required skills.
- (d) The Casino Gaming Licensee will provide quarterly reports to the Commission and the Department of Labor on progress in meeting the Resident Employment Objective.
- (e) Failing to file a report when due is an unsuitable method of operation.
- (f) Failing to abide by the Annual Plan is an unsuitable method of operation.

§ 175-10.1-660 Community Benefit Fund.

- (a) Within sixty (60) days of commencing construction work on the first hotel in the Integrated Resort, the Licensee shall contribute Twenty Million Dollars (\$20,000,000) towards its community benefits programs to benefit: education, scholarships, public infrastructure, health care, and government employee retirement benefits, as may be determined in consultation with the Governor.
- (b) Thereafter, upon the first full year of operation of the Casino Gaming Licensee's first hotel in the Integrated Resort, Licensee shall annually contribute Twenty Million Dollars (\$20,000,000) to be used for community benefit programs to benefit: education, scholarships, public infrastructure, health care, and government employee retirement benefits, as may be determined in consultation with the Governor.

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(c) All funds contributed by the Casino Gaming Licensee to the Community Benefit Contribution shall remain under the possession and control of the Casino Gaming Licensee until distributed to selected programs or recipients.

§ 175-10.1-665 Requirement for Compliance with Applicable Laws.

(a) The continuing validity of this casino gaming license is conditional upon the Casino Gaming Licensee's compliance with applicable laws, rules, and regulations of the Commonwealth and the United States.

(b) The failure to comply with an applicable law, rule, or regulation of the Commonwealth or the United States or a minimum internal control standard or an internal control standard is an unsuitable method of operation; each noncompliant action or omission is a distinct violation subject to penalty.

(c) The casino gaming license shall be interpreted under the laws of the Commonwealth of the Northern Mariana Islands and the exclusive jurisdiction of the courts hereof.

§ 175-10.1-670 Transfer Assignment or Encumbrance Prohibited.

(a) Neither The Casino Gaming License nor the duties entailed may be transferred, encumbered, assigned, pledged, or otherwise alienated without the express written authorization of the Commission (collectively "License Transfer") except in the case of encumbrances related to the Casino Gaming Licensee financing by financing parties, agencies and institutions as may permitted by the Commission.

(b) In instances where the casino gaming License is to be encumbered in relation to financing, confidential notice shall be provided to the Commission. Encumbrance of this License for purposes of financing shall have no effect on authority of the Commission to suspend or revoke this License nor shall it provide an encumbering party the right to operate the associated facilities without specific Commission approval.

(c) Any attempted transfer or assignment without such consent and approval shall be void.

(d) Any such proposed License Transfer shall be subject to thorough review to determine that it is not inconsistent with the intent of the Act or the Regulations.

(e) Any change in ownership of the Casino Gaming Licensee shall be considered a License Transfer except where the change of ownership or common control is that of a publicly held corporation that is traded on an established exchange, provided the increase in ownership or common control of an individual or entity is less than, or does not provide, ten percent (10%) of total equity, control or shares of the Licensee.

(f) Subject to the preceding requirements, any transfer of the casino gaming license shall bind the transferees to all terms and conditions of the transferor.

(g) Nothing in this section shall prevent the Casino Gaming Licensee from contracting with independent agencies to perform designated functions subject to any required review and licensing requirements.

(h) The Commission may deem any person who owns or controls any percentage of the Casino Gaming Licensee, or owns or controls any percentage of any entity which owns or controls the Casino Gaming Licensee, unsuitable and suspend operations of the Casino Gaming Licensee until such time as all persons who own or control the Casino Gaming Licensee or any entity which owns or controls the Casino Gaming Licensee are deemed suitable.

§ 175-10.1-675 License Suspension or Revocation.

(a) The Casino Gaming Licensee is bound to comply with all terms and conditions of The Casino License and a violation of its requirements shall be considered a breach thereof. A material breach thereof is grounds for suspension or revocation of The Casino License. Unless otherwise indicated in the License Agreement, the procedures established by the Commonwealth Administrative Procedure Act shall apply to proceedings for suspension or revocation of the Casino License.

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(b) Any one or more of the following events shall constitute material breach of the License Agreement ("Material Breach") and grounds for Casino Gaming License revocation or suspension as the Commission sees fit:

- (1) Failure to pay any amount due and payable hereunder upon the date when such payment is due;
- (2) Failure to materially comply with Licensee Development Proposal Requirements or the associated implementation Schedules.
- (3) Material violation of the laws of the Commonwealth or the United States;
- (4) Failure to observe or perform any material obligation or covenant under the Casino License Agreement;
- (5) Violation of material elements of the Regulations established by the Commonwealth Casino Commission;
- (6) Unauthorized transfer of the Casino Gaming License;
- (7) The appointment of a receiver to take possession of all or substantially all of the Casino Gaming Licensee's assets, or the filing of a voluntary or involuntary bankruptcy petition in bankruptcy by the Casino Gaming Licensee or its creditors, if such appointment, assignment, or petition remains undischarged for a period of thirty (30) days.
- (8) The appointment of a receiver to take possession of all or substantially all of the assets of the owner of the Casino Gaming Licensee, or the filing of a voluntary or involuntary bankruptcy petition in bankruptcy by the owner of the Casino Gaming Licensee or its creditors, if such appointment, assignment, or petition remains undischarged for a period of thirty (30) days.

(c) Upon the occurrence of a Material Breach, the Commission may, but shall not be required to: (1) suspend or revoke the Casino License Agreement and some or all of the licenses granted pursuant to the Act and the Regulations and or cancel all associated duties and obligations; or (2) pursue any other remedy available at law or in equity.

(d) The Commission may impose civil penalties for the violation of any provision of the Act or any regulation or order issued pursuant to the Act. No penalty may exceed \$50,000. The range of lesser penalties for minor, intermediate violations and major violations is in Part 2500. The Commission may suspend, reduce, or rescind any penalty imposed pursuant to this section and according to any and all due process protections.

(e) Notwithstanding the foregoing, the Commission shall not revoke or suspend this License Agreement unless written notice to the Licensee has been provided of the intention and the Licensee has been provided an adequate and reasonable period to cure the issue identified.

(f) In the event of Casino License revocation, any prepayment of the annual License Fee shall be forfeited to the Commonwealth.

(g) In the event of Casino License revocation, the Commonwealth may institute any and all legal proceedings it deems appropriate in courts of its choosing to assert any and all claims against the former Licensee and other parties.

Part 700 CASINO FACILITIES

§ 175-10.1-701	Impact of the Facilities
§ 175-10.1-705	The Casino
§ 175-10.1-710	Duty to Maintain and Operate a Superior Quality Facility
§ 175-10.1-715	Mortgage and Assignment of Casino License, Etc.

§ 175-10.1-701 Impact of the Facilities. The Casino Gaming Licensee shall comply with the minimum investment requirements as set forth in the Act, the License granted by the Lottery Commission and these Regulations.

§ 175-10.1-705 The Casino.

Every casino on an approved Development Site shall:

- (a) Contain closed circuit surveillance systems and security as approved by the Commission;
- (b) Contain specifically designated and secure areas for the inspection, repair, and storage of gaming equipment as approved by the Commission;

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(c) Contain a count room and such other secure facilities as approved by the Commission for the inspection, counting and storage of cash, coins, tokens, checks, dice, cards, chips, and other representatives of value;

(d) Contain such facilities in the ceiling of the casino room commonly referred to as an "eye-in-the-sky" appropriate to permit direct overhead visual surveillance of all gaming therein as approved by the Commission; provided, however, that the Commission may exempt from its requirements any casino room in any building if its satisfied that same contains an acceptable approved alternative and that such exemption would not be inimical to Commission;

(e) Contain a specially designated office, located on the casino floor, for the exclusive use by the Commission for administrative, enforcement and regulatory purposes as approved by the Commission. Such dedicated surveillance office shall include the use of such desks, chairs, monitors, camera controls, electronic video and audio recording devices, other reasonable accommodations and access to the approved surveillance system deemed necessary by the CCC for the CCC to properly enforce the applicable federal and Commonwealth laws and these Regulations. The desks, chairs, monitors, camera controls, electronic video and audio recording devices, other reasonable accommodations and access to the approved surveillance system deemed necessary by the CCC provided to the CCC by the licensee for official use by the CCC remain at all times property of the licensee.

§ 175-10.1-710 Duty to Maintain and Operate a Superior Quality Facility. The Casino Licensee shall have a continuing duty to maintain and operate its entire casino complex of a superior quality as approved by the Commission, to submit the said complex to inspection by the Commission upon demand at the request of the Commission, and to promptly comply with all the requirements and the directives of the Commission relating to the maintenance and operation of the said complex.

§ 175-10.1-715 Mortgage and Assignment of Casino License, Etc.

(a) The Casino Gaming Licensee shall not mortgage, charge, or otherwise encumber: a casino license, a casino complex to which the casino license is related, the rights and benefits under the agreement in question without, or any gaming equipment without the consent of the Commission.

(b) Where the mortgagee wishes to enforce his security under the mortgage, charge, or other encumbrance pursuant to his rights thereunder;

- (1) The casino gaming license and the rights, benefits, and obligations under the relevant agreement, shall be assigned only to the person approved by the Commission;
- (2) Any receiver and manager appointed shall be a person approved by the Commission.

(c) As a condition precedent to the approval by the Commission, the Commission may require that the further agreement in writing be entered into between:

- (1) The Executive Director for and on behalf of the Commission and the proposed assignee; or
- (2) The Executive Director for and on behalf of the Commission and some other person whom the Commission considers to be appropriate person to be a party to the agreement with a view to the assignment of the casino license to the proposed assignee containing such terms and conditions with respect to the assignment and the proposed assignee as the Commission thinks fit;

(d) Any such further agreement shall have no force or effect unless and until approved by the Commission.

(e) Prior to any approval by the Commission, the Executive Director shall cause to be undertaken such investigation as are necessary in the discretion of the Commission. The Commission shall also require the proposed person and all persons not associated or connected or to be associated or connected in the opinion of the Executive Director, with the ownership, administration, or management of the operations or business of the proposed person to satisfy the Commission that such proposed persons and such persons are suitable persons to be associated or connected with the management and operations of a casino complex or casino. The cooperation and assistance of the Federal Bureau of Investigation, Interpol, and other jurisdictions investigative agencies may be sought as appropriate as determined by the Executive Director.

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(f) A decision by the Commission to approve or not to approve of a transfer pursuant to the Regulations is final and conclusive but may be reviewed pursuant to the Administrative Procedure Act.

Part 800 TEMPORARY LIVE TRAINING FACILITY

§175-10.1-801	Temporary Live Training Facility Authorized
§175-10.1-805	Applicability of Regulations
§175-10.1-810	Development Plan Requirements
§175-10.1-815	Cessation of Live Training Facility

§175-10.1-801 Temporary Live Training Facility Authorized. Prior to the opening of the Initial Gaming Facility, the licensee may establish and operate a Temporary Live Training Facility on the first floor of the T Galleria, Garapan.

§175-10.1-805 Applicability of Regulations.

(a) The casino licensee may not begin operation of the Temporary Live Training Facility authorized by §175-10.1-801 until the Commission has promulgated all regulations necessary for the proper regulation of the Temporary Live Training Facility, and the Commission has informed the licensee, in writing, that it may proceed with live operations.

(b) Employees of the Temporary live Training Facility must receive a license as if they were an employee of the Casino Gaming Licensee pursuant to the regulations found in §175-10.1-1901 et. seq. All regulations, restrictions and obligations which apply to Casino Employees and Casino Key Employees apply to Employees and Key Employees of the Temporary Live Training Facility.

(c) Service Providers of the Temporary Live Training Facility must receive a license as if they were a Service Provider of a casino licensee pursuant to the regulations found in §175-10.1-1301 et. Seq. All regulations, restrictions and obligations which apply to Casino Service Providers apply to Service Providers of the Temporary Live Training Facility.

(d) All Regulations dealing with the Casino Gaming Licensee and the operation of gaming by the Casino Gaming Licensee apply to the operation of the Temporary Live Training Facility.

§175-10.1-810 Development Plan Requirements. The Temporary Live Training Facility shall not be considered in evaluating the Licensee's efforts towards meeting the Licensee Development Proposal Requirements or as one of the allowed Development Sites as identified in Section 8 of the license granted by the Lottery Commission. The Casino Licensee is not required to submit the plan for the Temporary Live Training Facility to the Development Plan Advisory Committee. The Casino Gaming Licensee must submit a final plan for the Temporary Live Training Facility to the Commission before commencing operations at the Temporary Live Training Facility for a determination as to whether the plan is consistent with the applicable Regulations.

§175-10.1-815 Cessation of Live Training Facility. The casino licensee shall cease operations at the Temporary Live Training Facility prior to the opening of the Initial Gaming Facility. In no event shall the Licensee operate the Temporary Live Training Facility beyond April 30, 2017. The Commission may extend this date for good cause shown.

Part 900 PERSONS REQUIRED TO BE QUALIFIED

§ 175-10.1-901	Casino Licenses
§ 175-10.1-905	Casino Service Provider Licenses
§ 175-10.1-910	Employee Licenses
§ 175-10.1-915	Scope
§ 175-10.1-920	Licensee Standards

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- § 175-10.1-925 Licensee, Certificate or Permittee Standards (Child Support)
§ 175-10.1-930 Casino Vendor Licensee

§ 175-10.1-901 Casino Licenses. The Lottery Commission has already determined the qualifications of the Casino Gaming Licensee. The Commonwealth Casino Commission shall have sole jurisdiction to determine whether the Casino gaming Licensee remains suitable. The Commonwealth Casino Commission shall have sole jurisdiction to determine whether a person or entity remains suitable in order to continue to own (whether directly or indirectly), receive revenue or profits (whether directly or indirectly) from, or continue to be in any way associated with, the Casino Gaming Licensee.

§ 175-10.1-905 Casino Service Provider Licenses.

(a) No casino service provider license shall be issued unless the individual qualification of each of the following persons shall have first been established to the satisfaction of the Commission: Each such casino service provider enterprise, its owners, its management personnel, its supervisory personnel, and its principal employees.

(b) Each person in (a) must be qualified in accordance with the standards for casino employees found in 175-10.1-920.

§ 175-10.1-910 Employee Licenses.

No employee license or key employee license shall be issued unless, the individual qualifications of the natural person applying thereof, shall have first been established in accordance with the standards of the Act and of these Regulations.

§ 175-10.1-915 Scope.

A license may be issued to any person qualified in accordance with the standards applicable to the said person as set forth in the Act and Regulations.

§ 175-10.1-920 Licensee Standards.

(a) General and Affirmative Criteria:

- (1) It shall be the affirmative responsibility of each applicant for any license, certificate finding, registration, or permit available under these Regulations, or renewal thereof, and licensee to establish to the satisfaction of the Commission by clear and convincing evidence his individual qualifications;
- (2) Any applicant or licensee shall provide all information required and satisfy all requests for information pertaining to qualification;
- (3) All applicants and licensees shall have the continuing obligation to provide any assistance or information required and to cooperate in any inquiry or investigation conducted by the Commission;
- (4) Each applicant shall produce such information, documentation, and assurances concerning financial background and resources as may be required to establish by clear and convincing evidence the financial stability and integrity of the applicant including but not limited to bank references, business and personal income, tax returns, and other reports filed with governmental agencies;
- (5) Each applicant shall produce such information, documentation, and assurances as may be necessary to establish by clear and convincing evidence the integrity of all financial backers, investors, mortgagees, bondholders and holders of indentures, notes or other evidence of indebtedness either proposed or in effect. The integrity of financial sources shall be judged upon the same standards as the applicant. The applicant shall produce whatever information documentation and assurances as may be required to establish the adequacy of financial resources to be entrusted with the privilege of conducting gaming in the Commonwealth;
- (6) Each applicant shall produce such information, documentation, and assurances as may be

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required to establish by clear and convincing evidence the applicant's good character, honesty, and integrity. Such information shall include but not be limited to family habits, character, reputation, criminal and arrest record, business activities, financial affairs, personal, professional and business associates covering a five year period immediately preceding the filing of the application;

- (7) Each applicant shall produce such information, documentation, and assurances to establish by clear and convincing evidence that the applicant has sufficient business ability and casino experience to establish the likelihood of the ability to abide by the Act and Regulations; and
- (8) Each applicant shall complete the form concerning child support promulgated pursuant to § 175-10.1-925.

(b) **Disqualification Criteria.** The Commission shall deny any license, certificate finding, registration, permit or renewal thereof, including but not limited to a Casino Key Employee License or Casino Employee License to any applicant who is disqualified on the basis of any of the following:

- (1) Failure of the application to prove by clear and convincing evidence that the applicant is qualified in accordance with the provisions of the Act and the Regulations.
- (2) Failure of the applicant to provide information, documentation, or assurances requested by the Commission or failure of the applicant to reveal any fact material to qualification or the supplying of information which is untrue or misleading as to any material fact.
- (3) Conviction of the applicant or any person required to be qualified, of any offenses in any jurisdiction which would be the same or similar as:
 - (i) 6 CMC 1101 Murder or 6 CMC 1102 Manslaughter;
 - (ii) 6 CMC 1203 Aggravated Assault or Battery and 6 CMC 1203 Assault with A Dangerous Weapon;
 - (iii) 6 CMC 1301 Sexual Assault in the First Degree, 6 CMC 1302 Sexual Assault in the Second Degree or 6 CMC 1303 Sexual Assault in the Third Degree;
 - (iv) 6 CMC 1306 Sexual Assault of a Minor in the First Degree, 6 CMC 1307 Sexual Assault of a Minor in the Second Degree or 6 CMC 1307 Sexual Assault of a Minor in the Third Degree;
 - (v) 6 CMC 1314 Unlawful Exploitation of a Minor;
 - (vi) 6 CMC 1323 Child pornography;
 - (vii) 6 CMC 1411 Robbery;
 - (viii) 6 CMC 1421 Kidnapping;
 - (ix) 6 CMC 1471 Stalking in the First Degree;
 - (x) 6 CMC 1501 et. seq. Anti Trafficking Act (any count);
 - (xi) 6 CMC 1601 et. seq. Theft (any count punishable by 1601(b)(1) or (b)(2));
 - (xii) 6 CMC 1609 Theft of Utility Services (any count punishable by 1609(d)(1)-(3));
 - (xiii) 6 CMC 1701 et. seq. Forgery and Related Offenses (any count §§1701-1707);
 - (xiv) 6 CMC 1722 Identity Theft and 6 CMC 1722 Aggravated Identity Theft;
 - (xv) 6 CMC 1801 Burglary
 - (xvi) 6 CMC 1802 Arson and related offenses
 - (xvii) 6 CMC 2141 Drug Trafficking punishable by 2141 (b) (except THC or marijuana)
 - (xviii) 6 CMC 1142 Drug Possession punishable by 2141(b) (excludes marijuana)
 - (xix) 6 CMC 2103 Importation of Contraband
 - (xx) 6 CMC 3113 Terroristic Threatening
 - (xxi) 6 CMC 2141(a) and (b)(1) Offenses and penalties for illegal drug use
 - (xxii) 6 CMC 2143 Commercial offenses-drugs offenses
 - (xxiii) 6 CMC 3155 Gambling offenses prohibited
 - (xxiv) 6 CMC 3201 Bribery
 - (xxv) 6 CMC 3302 Obstructing justice
 - (xxvi) 6 CMC 3303 Obstructing justice-interference of services
 - (xxvii) 6 CMC 3304 Tampering with judicial records or process
 - (xxviii) 6 CMC 3305 Tampering with jury
 - (xxix) 6 CMC 3366 Perjury
 - (xxx) 6 CMC 3501 et. seq. Terrorism (any charge)

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- (4) Any other offenses under CNMI law, federal law, or any other jurisdiction which indicates that licensure of the applicant would be inimical to the policy of the Commission and to casino operations; however, that the automatic disqualification provisions of this subsection (b) shall not apply with regard to any conviction which did not occur within the five (5) year period immediately preceding the application for licensure or any conviction which has been the subject of an executive pardon or judicial order of expungement. The five (5) year period is calculated beginning from the day after the convict's last day of post-conviction supervision (including probation or parole or required registry as a sex offender under federal, Commonwealth, territorial, state or tribal law).
- (5) Current prosecution or pending charges in any jurisdiction of the applicant or of any person who is required to be qualified under this regulation for any of the offenses enumerated above; provided, however that at the request of the applicant or person charged, the Commission shall defer discussion upon such application during the pendency of such charge.
- (6) (i) The identification of the applicant or any person who is required to be qualified under this regulation as a career offender or a member of a career offender cartel or an associate of a career offender or career offender cartel in such a manner which creates a reasonable belief that the association is of such a nature as to be inimical to the policies of the rules and regulations and a casino operations.
(ii) For purposes of this section, career offender shall be defined as any person whose behavior is pursued in an occupational manner or context for the purpose of economic gain, utilizing such methods as are deemed criminal of the public policy of the Commonwealth. A career offender cartel shall be defined as any group of persons who operate together.
- (7) The applicant or any person who is required to be qualified under the rules and regulations as a condition of a gaming license may be denied for commission of any act or acts which would constitute any offense under subsections (b)(3) or (b)(4) above, even if such conduct has not or may not be prosecuted under the criminal laws of the CNMI.

§ 175-10.1-925 Licensee, Certificate or Permittee Standards (Child Support).

(a) The Executive Director shall promulgate a form which provides the applicant for any license, certificate or permit available under the Act or these Regulations, or renewal thereof, with an opportunity to indicate, under penalty of perjury, that:

- (1) The applicant is not subject to a court order for the support of a child;
- (2) The applicant is subject to a court order for the support of one or more children and is in compliance with the order or is in compliance with a plan approved by the Attorney General or his designee or other public agency enforcing the order for the repayment of the amount owed pursuant to the order; or
- (3) The applicant is subject to a court order for the support of one or more children and is not in compliance with the order or a plan approved by the Attorney General or other public agency enforcing the order for the repayment of the amount owed pursuant to the order.

(b) The form referred to in (a) shall include: (1) an explanation that "court order" includes any court of competent jurisdiction and not just the courts of the Commonwealth; (2) a statement that the application for the issuance or renewal of the license, certificate or permit will be denied if the applicant does not indicate on the statement which of the provisions of paragraph (a)(1)-(3) applies to the applicant; and (3) a space for the signature of the applicant. The failure of the form to strictly comply with this requirement does not invalidate the form used by the Executive Director.

(c) Disqualification Criteria: Child Support. The Commission shall deny any license, certificate, finding or permit available pursuant to these Regulations or any renewal thereof, including but not limited to Casino Key Employee Licenses or Casino Employee Licenses to any applicant who (1) Fails to submit the statement required pursuant to subsection § 175-10.1-920 (a)(8); or (2) Indicates on the statement submitted pursuant to subsection (a)(8) that the applicant is subject to a court order for the support of a child and is not in compliance with the order or a plan approved by the Attorney General or other public agency enforcing the order for the repayment of the amount owed pursuant to the order.

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§ 175-10.1-930 **Casino Vendor Licensee.** The Commission may, by Order, provide for the licensing of other types of individuals (other than patrons) who the Commission determines should be licensed because of their association with or presence in the casino, and set and charge fees therefore. Such licensees shall be held to the standards of § 175-10.1-920.

Part 1000 ENROLLMENT OF ATTORNEYS AND AGENTS

§ 175-10.1-1001	Eligibility to Practice
§ 175-10.1-1005	Scope of Practice
§ 175-10.1-1010	Qualifications for Enrollment
§ 175-10.1-1015	Procedures for Enrollment
§ 175-10.1-1020	Enrollment for a Particular Matter
§ 175-10.1-1025	Roster of Enrolled Agents
§ 175-10.1-1030	Suspension and Revocation of Enrollment
§ 175-10.1-1035	Reinstatement
§ 175-10.1-1040	Proof of Authority
§ 175-10.1-1045	Effect of Representation
§ 175-10.1-1050	Obligations of Truthfulness and Diligence
§ 175-10.1-1055	Knowledge of Client's Omission
§ 175-10.1-1060	Certification of Documents
§ 175-10.1-1065	Duty of Enrollees Concerning Violations
§ 175-10.1-1070	Professional Conduct

§ 175-10.1-1001 **Eligibility to Practice.** No person shall be eligible to practice before the Commission unless such person is enrolled in accordance with these regulations, except that any individual may appear, without enrollment, on his own behalf.

§ 175-10.1-1005 **Scope of Practice.** Practice before the Commission shall be deemed to include all matters relating to the presentation of a client's matter to the Commission, including the preparation and filing of applications, reports, systems of internal controls, financial statements, or other documents submitted to the Commission on behalf of such client.

§ 175-10.1-1010 **Qualifications for Enrollment.**

- (a) The following persons may be admitted to practice before the Commission as attorneys or accountants:
- (1) Attorneys at law admitted to practice before the Supreme Court of the Commonwealth and who are lawfully engaged in the active practice of their profession.
 - (2) Certified public accountants and public accountants qualified to practice under Commonwealth law and who are lawfully engaged in active practice as such.

(b) Other individuals may, upon motion of an enrolled person, be admitted to practice as agents upon presentation of satisfactory proof of their good character and integrity, professional qualifications and experience, comprehensive knowledge of the Act and regulations, and such other information or references as the Commission may require. Unless the Commission provides otherwise, all agents shall only be admitted to practice before the Commission for the purposes of a particular case or matter.

§ 175-10.1-1015 **Procedures for Enrollment.**

(a) An attorney or accountant meeting the qualifications described in Regulation 175-10.1-1010(a) (1) or (2) shall be deemed automatically enrolled at the time the attorney or accountant first appears for or performs any act of representation on behalf of a client in any matter before the Commission.

(b) Other individuals must submit an application for enrollment to the Commission together with proof of eligibility for enrollment. The Commission will consider the application at a public meeting, and may either grant or deny the application, or request additional information from the applicant. Only natural persons may enroll to practice before the Commission.

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(c) Prior to enrollment, any person other than one described in (a)(1) or (a)(2) above must pay an Enrollment Application fee of Five Hundred Dollars (\$500) and Two Hundred Fifty Dollars on every October 1 thereafter.

§ 175-10.1-1020 Enrollment for a Particular Matter.

(a) The following persons may, upon motion of an enrolled person, be admitted to practice before the Commission for the purposes of a particular case or matter:

- (1) Attorneys at law who have been admitted to practice before the courts of any state or territory or the District of Columbia and who are in good standing with the court by which they are licensed.
- (2) Certified public accountants or public accountants who have duly qualified to practice as such in their own names, under the laws and regulations of any state or territory or the District of Columbia, and who are in good standing with the entity by which they are licensed.

(b) No person enrolled pursuant to this section may practice before the Commission except in association with the enrolled person who sponsored his enrollment.

§ 175-10.1-1025 Roster of Enrolled Agents. The Commission will keep on file a roster of persons who are enrolled as agents, and will furnish, upon request, information as to whether any individual is enrolled.

§ 175-10.1-1030 Suspension and Revocation of Enrollment.

(a) A person's enrollment to practice before the Commission shall be suspended automatically without a hearing under the following circumstances:

- (1) Where the person is an attorney or an accountant, if his professional license is suspended or revoked;
- (2) Where the person is an agent, if he has been convicted of any felony, regardless of whether an appeal is pending or could be taken.

(b) Any person enrolled to practice before the Commission as an agent may have his enrollment to practice suspended or revoked if, after a hearing, the Commission finds that:

- (1) The agent made a materially false or misleading statement with regard to his application for enrollment;
- (2) The agent willfully failed to exercise diligence in the preparation or presentation of any application, report, or other document filed with the Commission, or knowingly misrepresented any material fact to the Commission; or
- (3) The agent does not possess the requisite qualifications or expertise to represent others before the Commission, lacks character or integrity, or has engaged in unethical or improper conduct.

§ 175-10.1-1035 Reinstatement.

(a) Any attorney or accountant whose enrollment is suspended under § 175-10.1-030(a)(1) shall be deemed automatically reinstated to practice before the Commission at the time he is reinstated to practice law or accounting by the applicable licensing authority.

(b) Any agent whose enrollment is suspended or revoked under § 175-10.1-030(b) may be reinstated by the Commission, upon application, if the grounds for the suspension or revocation are subsequently removed by a reversal of the conviction, or for other good cause shown. An applicant for reinstatement shall be afforded an opportunity for a hearing before the Commission on the application, and shall pay all reasonable costs of the proceeding and a new enrollment fee of Five Hundred Dollars (\$500).

§ 175-10.1-1040 Proof of Authority. The Commission may require all persons seeking to appear before it to disclose the identity of those they represent and to present proof that they are authorized to act on their behalf.

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§ 175-10.1-1045 Effect of Representation.

(a) Any person represented by an attorney, accountant, agent, or other person before the Commission shall be bound by the acts or omissions of such representative to the same extent as if he had acted or failed to act personally.

(b) In an appearance by an attorney, accountant, agent, or other representative at any hearing or meeting of the Commission, the person represented shall be deemed to have waived all privileges with respect to any information in the possession of such attorney, accountant, agent, or representative, or any testimony by him, except for privileges afforded by the Constitution of this Commonwealth or the United States, where applicable.

§ 175-10.1-1050 Obligations of Truthfulness and Diligence.

(a) Enrolled persons shall not be intentionally untruthful to the Commission, nor withhold from the Commission any information which the Commission is entitled to receive, nor interfere with any lawful effort by the Commission to obtain such information.

(b) Enrolled persons shall exercise due diligence in preparing or assisting in the preparation of documents for submission to the Commission.

(c) Enrolled persons have a continuing responsibility on behalf of their clients to monitor the accuracy and completeness of information submitted to the Commission in any matter pertaining to their clients. Whenever an enrolled person becomes aware that information furnished to the Commission is no longer accurate and complete in any material respect, the enrolled person shall promptly furnish the Commission with appropriate supplemental and corrected information.

§ 175-10.1-1055 Knowledge of Client's Omission. An enrolled person who knows that a client has not complied with the Act or the regulations of the commission, or that a client has made a material error in or a material omission from any application, report, or other document submitted to the Commission, shall advise his client promptly of the fact of such noncompliance, error, or omission.

§ 175-10.1-1060 Certification of Documents. Every application, report, affidavit, written argument, brief, statement of fact, or other document prepared or filed on behalf of a client represented by an enrolled person, must be signed by the enrolled person, and the signature shall be deemed to constitute a certification that the document was prepared in conformity with the requirements of the Act and Regulations, that he has read the said paper and that, to the best of his knowledge, information and belief, its contents are true.

§ 175-10.1-1065 Duty of Enrollees Concerning Violations. An enrolled person shall, when requested by the Commission, a Member, or an authorized employee thereof, give to the Commission, or such member, or employee any information that the enrolled person may have concerning violations of the Act or regulations by any person, or of the occurrence of any acts or omissions on the part of an enrollee that would be grounds for suspension or disbarment of such enrollee, unless such information is privileged under applicable law.

§ 175-10.1-1070 Professional Conduct. Each enrolled person shall conduct his practice in an ethical and professional manner. Each enrolled attorney shall observe the rules of admission and professional conduct adopted by the Commonwealth Supreme Court, and each enrolled person who is not an attorney shall observe the rules of professional conduct adopted by the Commonwealth Board of Accountancy.

Part 1100 INFORMATION

§ 175-10.1-1101	Affirmative Responsibility to Establish Qualifications
§ 175-10.1-1105	Duty to Disclose and Cooperate
§ 175-10.1-1110	Disposition of Property of a Casino Applicant or Licensee
§ 175-10.1-1115	Duty to Promptly Furnish Information
§ 175-10.1-1120	Inspection, Monitoring, and Periodic Investigations

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§ 175-10.1-1125	Waiver of Liability for Disclosure of Information
§ 175-10.1-1130	Consent to Examination of Accounts and Records
§ 175-10.1-1135	Fingerprinting
§ 175-10.1-1140	Digital Photographs
§ 175-10.1-1145	Handwriting Exemplars
§ 175-10.1-1150	Oath of Affirmation and Attorney Certification
§ 175-10.1-1155	Untrue Information
§ 175-10.1-1160	Signatures
§ 175-10.1-1165	Form of Signature
§ 175-10.1-1175	Numbers of Copies

§ 175-10.1-1101 Affirmative Responsibility to Establish Qualifications. It shall be the affirmative responsibility and continuing duty of each applicant and licensee to produce and update and keep current such information, documentation, and assurances as may be required to establish by clear and convincing evidence his qualifications in accordance with the rules and regulations.

§ 175-10.1-1105 Duty to Disclose and Cooperate. It shall be the affirmative responsibility and continuing duty of each applicant, licensee, and person required to be qualified to provide all information, documentation, and assurances pertaining to qualifications required or requested by the Commission and to cooperate with the Commission in the performance of its duties. Any refusal by any such person to comply with a formal request for information, evidence, or testimony shall be a basis for denial, revocation, or disqualifications.

§ 175-10.1-1110 Disposition of Property of a Casino Applicant or Licensee. It shall be an affirmative responsibility of the Casino Gaming Licensee to submit to the Commission a copy of all agreements regarding the lease or purchase of, or the option to lease or purchase, any real property in Saipan, CNMI, entered into by the Casino Gaming Licensee or any affiliate of the Casino Gaming Licensee.

§ 175-10.1-1115 Duty to Promptly Furnish Information. It shall be the duty of each applicant or licensee to promptly furnish all information, documentation, assurances, consents, waivers, fingerprint impressions, photographs, handwriting exemplars, or other materials required or requested by the Commission. Any request of information by the Commission shall be submitted at a reasonable time determined by the Commission.

§ 175-10.1-1120 Inspection, Monitoring, and Periodic Investigations.

The Commission or its authorized representatives may inspect and monitor at any time, the licensed premises of a licensed casino and the premises of any casino service provider or casino vendor licensee. The Commission must investigate, not later than 1 year after the commencement of operations in a casino or Temporary Live Training Facility, and thereafter at intervals of its choosing the following:

- (a) whether or not the Casino Gaming Licensee is a suitable person to continue to hold a casino license;
- (b) whether or not the Casino Gaming Licensee is complying with these Regulations, the Act and any applicable law or regulation;
- (c) whether or not the Casino Gaming Licensee is complying with the casino license issued by the Lottery Commission;
- (d) whether or not the Casino Gaming Licensee, casino employees or casino service providers or casino vendor licensee are complying with all agreements which are required under these Regulations and the Act and any subsequent amendments thereto;
- (e) whether or not it is in the public interest that the Casino Gaming Licensee or casino service providers or casino vendor licensee should continue in force.

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§ 175-10.1-1125 Waiver of Liability for Disclosure of Information. Each applicant, licensee, and person required to be qualified shall, in writing, waive liability of the Commission and its instrumentalities and agents for any damages resulting from any disclosure or publication of any information during any inquiries, investigations, or hearings or public records requests.

§ 175-10.1-1130 Consent to Examination of Accounts and Records.

(a) Each applicant and licensee shall, in writing consent to the examination of all accounts, bank accounts, and records in his possession or under his control and authorize all third parties in possession or with control of such accounts or records to allow such examination thereof as may be deemed necessary by the Commission.

(b) The Casino Gaming Licensee must sign an authorization to inspect its bank account records upon demand of the Commission.

(c) The Casino Gaming Licensee must maintain an account in a bank in the CNMI into which are deposited its revenues from all gaming activities.

(d) The Commission may waive any or all of these requirement as it deems prudent.

§ 175-10.1-1135 Fingerprinting.

(a) Each applicant, licensee, and person required to be qualified shall be fingerprinted in duplicate on fingerprint impression card forms provided by the Commission. One of the said forms shall be filed with the Commission and one shall be filed with the Commonwealth Department of Public Safety.

(b) Each person submitting fingerprints acknowledges that the Commission may provide copies of the fingerprint cards to law enforcement upon request or upon its own initiative.

(c) The Commission may waive this requirement as it deems prudent.

(d) The Commission may charge an additional one time fee to offset the collection and storage of the submitted fingerprints.

§ 175-10.1-1140 Digital Photographs.

(a) Each applicant, licensee, and person required to be qualified shall be digitally photographed. One set of the said photographs shall be filed with the Commission and one may be filed with the Commonwealth Department of Public Safety.

(b) Each person submitting photographs acknowledges that the Commission may provide copies of the photograph and any associated identifying information to law enforcement upon request or upon its own initiative.

(c) The Commission may waive this requirement as it deems prudent.

(d) The Commission may charge an additional fee to offset the collection and storage of the submitted photographs.

§ 175-10.1-1145 Handwriting Exemplars.

(a) Each applicant, licensee, intermediary company, holding company, and person required to be qualified shall, in writing, consent to the supplying of handwriting exemplars in the form and manner directed upon the request of the Commission.

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- (b) Each person submitting handwriting exemplars acknowledges that the Commission may provide copies of the exemplars and any associated identifying information to law enforcement upon request or upon its own initiative.
- (c) The Commission may waive this requirement as it deems prudent.
- (d) The Commission may charge an additional fee to offset the collection and storage of the submitted exemplars.

§ 175-10.1-1150 Oath of Affirmation and Attorney Certification.

(a) All applicant, registration, business enterprise disclosure, child support information and personal history disclosure forms and all other papers relating thereto submitted to the Commission by or on behalf of an applicant shall be sworn to or affirmed and subscribed and dated by the applicant and, if different, the author of the said form or paper before a person legally competent to take an oath or affirmation, who shall himself subscribe and date the signature of the affiant and indicate the basis of his authority to take oaths or affirmations. The following statement shall immediately precede the signature of the affiant:

"I swear (or affirm) under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to loss of licensure and forfeiture of any and all fees paid as well as civil and criminal prosecution and fines and penalties associated therewith."

The affiant, if requested shall again swear to or affirm and subscribe and date any such paper in the presence of a representative of the Commission.

(b) All such forms and papers shall also be signed by the applicant's chief legal officer or attorney of record, if any.

§ 175-10.1-1155 **Untrue Information.** The Commission shall deny a license or registration to any applicant who shall supply information to the Commission which is untrue or misleading as to a material fact pertaining to any information sought by the Commission.

§ 175-10.1-1160 Signatures.

All application, business enterprise disclosure and personal history disclosure forms shall be signed by each of the following persons:

- (a) If a corporation, by its president, its chairman of the board, any other chief executive officer thereof, its secretary, and its treasurer;
- (b) If a partnership, by each of its partners; if a limited partnership, only by each of its general partners;
- (c) If any other business enterprise, organization or association or of a governmental agency, by its chief executive officer, its secretary, and its treasurer;
- (d) If an LLC, by its Manager or Managing Member and all Members; and
- (e) If a natural person, by the person himself.

§ 175-10.1-1165 **Form of Signature.** All signatures shall be signed in blue ink and dated on all original papers, but may be photographed, typed, stamped, or printed on any copies of such papers. The name and address of the signatory shall be typed, stamped, or printed beneath each signature.

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§ 175-10.1-1170 Form of Application.

(a) Each applicant, licensee, or person required to be qualified shall provide all information in a form specified by the Commission and shall complete and submit all appropriate application, registration, business enterprise disclosure, and personal history disclosure forms as directed by the Commission or the Executive Director.

(b) The Executive Director is authorized to create any application or form referred to or required by these Regulations, and is further authorized to create any application or form he deems necessary for the expedient conduct of the Commission's business.

§ 175-10.1-1175 Numbers of Copies.

(a) All original applications and other original papers relating thereto submitted to the Commission by the applicant shall be accompanied by one original and one digital copy in a form specified by the Executive Director.

(b) Additional conformed copies of any such papers shall be supplied upon request by the Commission.

Part 1200 FEES

§ 175-10.1-1201	General Description of Fees and Deposit Policy
§ 175-10.1-1205	License Renewal General Provisions
§ 175-10.1-1210	Payment of Fees and Deposits
§ 175-10.1-1215	Special Fee Assessments for Other Purpose
§ 175-10.1-1220	No Proration of fees
§ 175-10.1-1225	Schedule of Fees

§ 175-10.1-1201 General Description of Fees and Deposit Policy.

(a) The Commission shall establish, fees for the application issuance and renewal of all licenses pursuant to the Act;

(b) The differing treatment of these license categories reflects a recognition and judgment that casino applicants and licensees benefit directly or indirectly from all aspects of the regulatory process and are best suited to bear the largest share of the costs incurred by the Commission in implementing that process. Moreover, the actual cost of investigation and considering applications for individual employee licenses and casino service provider licenses may exceed the amount which those applicants and licensees may fairly be required to pay as fees. The fee structure established by these rules and regulations is designed to respond to these policies and problems.

(c) To the extent reasonably possible, each applicant or licensee should pay the investigatory or regulatory costs attributable to their application or license. The Casino Gaming Licensee shall pay the fees for Casino Employee Licenses and Casino Key Employee Licenses and shall not deduct such amount from an employee's or key employee's wages or salary.

(d) Unless otherwise specifically exempted by the Commission, all application fees are fully earned when received by the Commonwealth Treasury or the Commission. The withdrawal of the application by the applicant or the denial of the license by the Commission is not grounds for a rebate of any portion of any application fee.

§ 175-10.1-1205 License Renewal General Provisions.

(a) All classes of gaming licenses, except the Casino License issued by the Lottery Commission which remains in force until modified, cancelled, suspended, or surrendered pursuant to the Act or these Regulations,

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are subject to renewal as provided herein. All classes of gaming licenses, other than the Casino License issued by the Lottery Commission, must be renewed before the expiration of the current license.

(b) Any license, other than a casino license, which is not renewed prior to expiration, will be considered as forfeited. Reinstatement of such a forfeited license will require processing as a new license application including payment of the proper fees associated with initial license issuance as promulgated herein.

§ 175-10.1-1210 Payment of Fees and Deposits.

(a) No application shall be accepted for filing or processed by the Commission except upon the proper and timely payment of all required fees and deposits in accordance with these Regulations. Any portion of an application fee or deposit which is incurred or determined after the filing of the application or which estimated in accordance with this subchapter shall be payable upon demand made by the Commission. Failure to promptly remit any amount so demanded shall be deemed a failure to timely pay the required fee unless the Commission finds cause to permit an extension of time in which to remit the demanded amount.

(b) Except as otherwise provided in the Act and these Regulations, failure to timely remit fees, or deposits required under this subchapter shall result in suspension of the affected license or application until such time as the full amount of such fee or deposit is paid unless the Commission finds cause to permit extension of time in which to remit the amount due. Except as otherwise provided, failure to remit full amount of a fee or deposit required under this section within thirty calendar days of the date such fee becomes due shall result in permanent forfeiture of the affected license or application unless the licensee or applicant shall show cause for non-forfeiture acceptable to the Commission.

(c) The Annual License Fee required by 175-10.1-610 shall be paid by check made payable to the "Commonwealth Treasurer" with a notation in the "Memo" area listing the fee being paid, and mailed to the Commonwealth's Department of Finance. No check so presented shall be deemed payment until the Commission shall be satisfied that sufficient funds are contained in the account against which it is drawn. An original receipt must be forwarded to the Commission promptly via U.S. Mail. Nothing herein prevents the Commission from receiving payment reports from the Department of Finance; however such reports do not alleviate the payor's responsibility to forward the original receipt to the Commission.

(d) All other fees shall be paid by check made payable to the "Commonwealth Casino Commission" with a notation in the "Memo" area listing the fee being paid, and mailed to the Commission. No check so presented shall be deemed payment until the Commission shall be satisfied that sufficient funds are contained in the account against which it is drawn.

(e) The Commission may provide for wire transfer of any amount owed pursuant to the Act or these Regulations.

§ 175-10.1-1215 Special Fee Assessments for Other Purpose. All investigation fees required of the casino licensee, persons who have ownership of the entity which owns or controls the casino licensee, potential transferees, service providers, casino key employees, and casino employee must be shouldered by the applicant or employer of the applicant. In cases where further investigation is warranted, the Commission may require additional funds for the completion of the investigation process. The Commission may impose other additional fees as it deems necessary.

§ 175-10.1-1220 No Proration of Fees. Where fees are to be paid annually (whether by calendar or) the Commission shall not pro-rate any fees for the remainder of the year based on when the fee was incurred.

§ 175-10.1-1225 Schedule of Fees.

- (a) Reserved
- (b) Reserved
- (c) Reserved

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(d) **Casino Service Provider License.** No casino Service Provider License shall be issued or renewed unless the applicant shall have first paid in full a license fee of five thousand dollars for the duration of the current fiscal year and the next fiscal year thereafter. A biannual renewal fee must be remitted, in full, to the Commission by October 1st of the second fiscal year after the original application and every second October 1st thereafter.

(e) **Other Fees:**

- (1) Fee for Provisional Service Provider License is half of the amount listed in (d) above.
- (2) Petition fee is Two Hundred Dollars.
- (3) Agent Enrollment fee is Five Hundred Dollars (\$500)
- (4) Declaratory Ruling notification list fee is One Hundred Dollars (\$100)
- (5) Fee for Provisional casino vendor license is half of the amount listed in (g) below.
- (6) Other fees may be assessed by the Commission as deemed appropriate and/or listed in a Supplemental Statement of Fees published by the Commission.

(f) **Casino Regulatory fee.** There is an established Casino Regulatory Fee, which is an annual fee due on or before October 1 of each year beginning October 1, 2016. For 2015, the Casino Regulatory Fee shall be due on or before December 31, 2015 and cover the remainder of the fiscal year ending September 30, 2016. (1) The casino regulatory fee is the only fee payable by the exclusive casino licensee to the Commission and will cover costs, including but not limited to, those associated with the licensing, testing, certification, auditing and approval of all casino slots and other gaming machines, casino table games and all other casino gaming activities conducted by the exclusive casino licensee at the licensed casino and regulated by the Commission as well as the costs of all applications, including their review, renewal and all related investigations, for licensing or permit or consent for casino employee licenses, casino key employee licenses. The casino regulatory fee is due regardless of actual costs incurred by the Commission.

(2) **Calculation of casino regulatory fee:** The casino regulatory fee will be a flat fee at a fixed rate of \$3 million annually with a five percent (5%) increase every five years for the following twenty years. After the Twentieth year, the maximum Casino Regulatory Fee will be reached and maintained for the remaining duration until the end of the exclusive casino license term, including all extensions of the casino license.

(g) **Casino Vendor License.** No Casino Vendor License shall be issued or renewed unless the applicant shall have first paid in full a license fee of two thousand dollars for the duration of the current fiscal year and the next two fiscal years thereafter. A renewal fee must be remitted, in full, to the Commission by October 1st of the third fiscal year after the original application and every third October 1st thereafter.

Part 1300

CASINO SERVICE PROVIDERS

§ 175-10.1-1301	Definitions
§ 175-10.1-1305	Service Provider License Requirements
§ 175-10.1-1310	Standards for Qualifications
§ 175-10.1-1315	Disqualification Criteria
§ 175-10.1-1320	Application; Investigation; Supplementary Information
§ 175-10.1-1325	Renewal of Licenses
§ 175-10.1-1330	Record Keeping
§ 175-10.1-1335	Record of Gaming Equipment Inventory
§ 175-10.1-1340	Equipment Testing Cost
§ 175-10.1-1345	Games of Chance
§ 175-10.1-1350	Hardware Requirements
§ 175-10.1-1355	Software Requirement
§ 175-10.1-1360	Cause for Suspension, Failure to Renew, or Revocation
§ 175-10.1-1365	Fees
§ 175-10.1-1370	Exemption
§ 175-10.1-1375	Casino Service Provider License

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§ 175-10.1-1380	Master Vendors List
§ 175-10.1-1385	Provisional Casino Service Provider License
§ 175-10.1-1390	Casino Vendor License
§ 175-10.1-1395	Provisional Casino Vendor License

§ 175-10.1-1301 Definitions.

The following words and terms, when used in this part, have the following meaning unless otherwise indicated.

(a) "Casino Management Company" means a company which has been previously licensed in or currently manages a casino operation in a commission approved gaming jurisdiction for the purposes of casino management services and has at least five years of casino management experience.

(b) "Gaming equipment" means any mechanical, electrical, or electronic contrivance or machine used in connection with gaming or any game and includes, without limitation, roulette wheels, roulette tables, big six wheels, craps tables, tables for card games, layouts, slot machines, cards, dice, chips, plaques, card dealing shoes, drop boxes, and other devices, machines, equipment, items, or articles determined by the Commission to be so utilized in gaming as to require licensing of the manufacturers, distributors, or services or as to require Commission approval in order to contribute to the integrity of the gaming industry.

(c) "Gaming equipment distributor" means any person who distributes, sells, supplies, or markets gaming equipment.

(d) "Gaming equipment industry" means any gaming equipment manufacturer, and any producers or assemblers of gaming equipment(s).

(e) "Gaming equipment manufacturer" means any person who manufactures gaming equipment.

(f) "Gaming equipment servicer" means any person who maintains, services, or repairs gaming equipment.

(g) "Sales representative" means any person owning an interest in, employed by, or representing a casino service provider enterprise, who solicits the goods and services or business thereof.

§ 175-10.1-1305 Service Provider License Requirements.

(a) Except as otherwise provided for herein, any enterprise that provides goods or services related to, or transacts business related with, casino or gaming activity with the casino licensee, its employees or agents must be licensed by the Commission. The following enterprises must also be licensed as a casino service provider:

- (1) Any form of enterprise which manufactures, supplies or distributes devices, machines, equipment, items, or articles specifically designed for use in the operation of a casino or needed to conduct a game including, but not limited to, roulette wheels, roulette tables, big six wheels, craps tables, tables for card games, layouts, slot machines, cards, dice, gaming chips, gaming plaques, slot tokens, card dealing shoes, and drop boxes; or
- (2) Any form of enterprise which provides maintenance, service, or repair pertaining to devices, machines, equipment, items, or articles specifically designed for use in the operation of a casino or needed to conduct a game; or
- (3) Any form of enterprise which provides service directly related to the operation, regulation, or management of a casino including, but not limited to, casino security enterprises, casino credit collection enterprises; or
- (4) Any form of enterprise which provides such other goods or services determined by the Commission to be so utilized in or incidental to gaming or casino activity as to require licensing in order to contribute to the integrity of the gaming industry in the Commonwealth.

(b) The Commission may require licensure of any other person or entity which provides, or is likely to provide, any services of any kind to the Casino Licensee or its affiliated companies in an amount greater than one hundred thousand (\$100,000) dollars per calendar or fiscal year.

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(c) The casino licensee shall not buy, purchase, rent, lease, or obtain any good or service from any person or entity who must be licensed pursuant to this part if such person is not in possession of a current, valid license. The Casino Gaming Licensee shall immediately terminate its association and business dealings with a person licensed pursuant to this Part upon notification from the Commission that the license of such service provider licensee has been suspended.

(d) The Casino Gaming Licensee shall ensure that all contracts entered into with any vendor include a clause that requires the vendor to apply for a Casino Service Provider license upon demand of the Commission, and a clause cancelling and voiding the contract if the provider either does not seek or seeks but does not receive a Casino Service Provider license if demanded by the Commission.

§ 175-10.1-1310 Standards for Qualifications.

(a) The general rules and regulations relating to standards for qualification set forth in Part 900 and the Regulations are incorporated herein.

(b) Each applicant required to be licensed as a casino service provider in accordance with these Regulations including gaming schools, must, prior to the issuance of any casino service provider license, produce such information, documentation, and assurances to establish by clear and convincing evidence:

- (1) The financial stability, integrity, and responsibility of the applicant;
- (2) The applicant's good character, honesty, and integrity;
- (3) That the applicant, either himself or through his employees, has sufficient business ability and experience to establish, operate, and maintain his enterprise with reasonable prospects for successful operation;
- (4) That all owners, management and supervisory personnel, principal employees and sales representatives qualify under the standards established for qualification of a casino key employee.
- (5) The integrity of all financial backers, investors, mortgagees, bondholders, and holders of indentures, notes or other evidence of indebtedness, either in effect or proposed, which bears any relationship to the enterprise; and
- (6) The integrity of all officers, directors, and trustees of the applicant.

(c) Each applicant required to be licensed as a casino service provider in accordance with these Regulation shall, prior to the issuance of any casino service provider license, produce such information and documentation, including without limitation as to the generality of the foregoing its financial books and records, assurances to establish by clear and convincing evidence its good character, honesty, and integrity.

(d) Any enterprise directed to file an application for a casino service provider license pursuant to these Regulations may request permission from the Commission to submit a modified form of such application. The Commission, in its discretion, may permit such modification if the enterprise can demonstrate to the Commission's satisfaction that securities issued are listed, or are approved for listing upon notice of issuance, on the New York Stock Exchange the NASDAQ, or the American Stock Exchange or any other major foreign Stock Exchange.

(e) Any modifications of a casino service provider license application permitted pursuant to this section may be in any form deemed appropriate by the Commission except that the application for modification must include the following:

- (1) The appropriate Personal History Disclosure Forms for all those individuals required to so file by the Commission; and
- (2) Copies of all filings required by the United States Securities and Exchange Commission including all proxy statements and quarterly reports issued by the applicant during the two immediately preceding fiscal years or reports filed pursuant to the requirements of another regulatory body dealing with securities; and

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- (3) Properly executed Consents to Inspections, Waivers of Liability for Disclosures of Information and Consents to Examination of Accounts and Records in forms as promulgated by the Commission; and
- (4) Payment of the fee required by § 175-10.1-1225(d); and
- (5) Any other information or documentation required at any time by the Commission.

§ 175-10.1-1315 Disqualification Criteria. A casino service industry license must be denied to any applicant for a casino service provider license who has failed to prove by clear and convincing evidence that he or any of the persons who must be qualified under 175-10.1-905(a) possesses the qualifications and requirements set forth in sections 175-10.1-920 and 175-10.1-925 and any other section of these Regulations.

§ 175-10.1-1320 Application; Investigation; Supplementary Information.

(a) Each applicant must apply by completing an application package promulgated by the Commission and tendering payment of the amount listed in § 175-10.1-1225.

(b) The Commission may inquire or investigate an applicant, licensee, or any person involved with an applicant or licensee as it deems appropriate either at the time of the initial application and licensure or at any time thereafter. It is the continuing duty of all applicants and licensees to provide full cooperation to the Commission in the conduct of such inquiry or investigation and to provide any supplementary information requested by the Commission.

§ 175-10.1-1325 Renewal of Licenses.

(a) An application for renewal of a license shall be filed no later than thirty days prior to the expiration of its license. The application for renewal of a license must be accompanied by the promulgated fee and needs to contain only that information which represents or reflects changes, deletions, additions, or modifications to the information previously filed with the Commission.

(b) A change in any item that was a condition of the original license or of a license renewal must be approved by the Commission. A change in ownership shall invalidate any approval previously given by the Commission. The proposed new owner is required to submit an application for licensure and evidence that he is qualified for licensure.

§ 175-10.1-1330 Record Keeping.

(a) All Casino service industry licensees must maintain adequate records of business operations which shall be made available to the Commission upon request; the records must be maintained in a place secure from theft, loss, or destruction. Adequate records include:

- (1) All correspondence with the Commission and other governmental agencies on the local, Commonwealth, and national level;
- (2) All correspondence concerning the realty, construction, maintenance, or business of a proposed or existing casino or related facility.
- (3) All copies of promotional material and advertisement;
- (4) All personnel files of each employees or agent of the licensee, including sales representatives; and
- (5) All financial records of all transactions of the enterprise including, but not limited to those concerning the realty, construction, maintenance, or business in any way related to a proposed or existing casino or related facility.

(b) Adequate records as listed in subsection (a) above must be held and remain available for inspection for at least seven years.

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§ 175-10.1-1335 Record of Gaming Equipment Inventory.

- (a) A manufacturer of all gaming machines/equipment including but not limited to slot machines, keno games, roulette, and big six wheels shall permanently affix an identification plate on each piece of gaming equipment that is clearly visible, showing an identification or serial number, the date of manufacture, and the name of the manufacturer.
- (b) A manufacturer of the gaming machine/equipment must maintain a record for all periods of registration that it supplies a casino licensee or operator as a casino gaming-related supplier of gaming equipment.
- (c) A casino operator or casino licensee must maintain a record of each gaming machine/equipment that includes, but not limited to:
- (1) Name of the manufacturer of each piece of gaming machine/equipment;
 - (2) Date of manufacture;
 - (3) Serial or identification number;
 - (4) Date of delivery to the Casino operator;
 - (5) Current post-delivery status;
 - (6) Disposal date and method; and,
 - (7) Name of purchaser at disposal.

§ 175-10.1-1340 Equipment Testing Cost.

- (a) All gaming machine/equipment used in the playing of games of chance in the casino will be subject to random testing by the Commission or its agents at times to be determined by the Commission; all costs associated with the testing shall be paid or reimbursed to the commission by the casino licensee.
- (b) All gaming machine/equipment must pay out a mathematically demonstrable percentage of all amounts wagered subject to the approval of the Commission.
- (c) Malfunctioning gaming machine/equipment which have an impact or effect on the performance and/or payout of the game must not be made available for play.

§ 175-10.1-1345 Games of Chance.

- (a) The Casino Gaming Licensee must submit to the Commission for approval, a complete listing and description of any game of chance proposed for play in a casino that the operator intends to offer for play.
- (b) For each game of chance submitted, the Casino Gaming Licensee must provide the rules of play to the Commission.

§ 175-10.1-1350 Hardware Requirements.

- (a) Identification plates.
An unmovable identification plate containing the following information must appear on the exterior of each piece of gaming equipment and visibly identify:
- (1) Manufacturer;
 - (2) Serial number; and
 - (3) Model number.
- (b) Power interrupts circuit.
- (1) A power interrupt circuit must be installed in all appropriate gaming equipment.
 - (2) A battery backup device is required that is capable of maintaining accurate required information after power is discontinued.
 - (3) The backup device must be kept within the locked or sealed logic board compartment.

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(c) **Electromagnetic interference.**

Each machine or other gaming equipment shall be designed and constructed so that its operation is not adversely affected by static discharge or other electro-magnetic interference.

(d) **The Casino Gaming Licensee must submit its hardware accessories requirements, operational systems, and control systems, to the Commission for consideration and approval prior to use, including, but not limited to:**

- (1) Coin and token mechanisms;
- (2) Bill validators;
- (3) Automatic light-alarm;
- (4) Protection of logic boards and memory components;
- (5) Hardware switches;
- (6) Drop bucket; and
- (7) Hopper.

§ 175-10.1-1355 Software Requirement. The Casino Gaming Licensee must provide to the Commission for the Commission's consideration and prior approval all software used in or in conjunction with gaming equipment and any gaming activity.

§ 175-10.1-1360 Cause for Suspension, Failure to Renew, or Revocation of a License.

Any of the following is cause for suspension, refusal to renew, or revocation of a casino service provider license or casino vendor license; refusal to renew or a revocation may be issued for sufficient cause, so as those listed but not limited to:

- (a) Violation of any provision of the Act or these Regulations;
- (b) Conduct which would disqualify the applicant, or any other person required to be qualified, if such person were applying for original licensure;
- (c) Failure to comply with all applicable Commonwealth, federal, state, and local statutes, ordinances, and regulations;
- (d) A material departure from any representation made in the application for licensure;
- (e) Conduct by the casino management company which involves issuance or acceptance of political favors, kickbacks, undue pressure, manipulation or inducement of a public official for political, regulatory, or financial gain;
- (f) Any other action or inaction by the licensee which causes the Commission to question the licensee's integrity, honesty, or which, in the Commission's sole judgment tends to discredit the Commonwealth or the Commonwealth's gaming industry.

§ 175-10.1-1365 Fees.

- (a) The fees for a Service Provider License are listed in Part 1200.
- (b) The fees for a Provisional Service Provider License are listed in Part 1200.
- (c) The Casino Regulatory Fee are listed in part 1200.
- (d) The fees for a Casino Vendor License are listed in Part 1200
- (e) The fees for a Provisional Casino Vendor License are listed in Part 1200.

§ 175-10.1-1370 Exemption. The Commission may, upon the written request of any person, or upon its own initiative, exempt any person or field of commerce from the casino service industry licensure requirements for any period of time for good cause shown if the Commission determines that circumstances warrant the

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exemption and the public will remain protected should the exemption be granted.

§ 175-10.1-1375 Casino Service Provider License.

No casino service industry license will be issued unless the individual qualifications of each of the following persons have first been established in accordance with all provisions, including those cited, in the Act and of the Regulations:

- (a) The enterprise;
- (b) If the enterprise is, or if it is to become a subsidiary, each holding company and each intermediary company which the Commission deems necessary in order to further the purposes of the Act;
- (c) Each owner of the enterprise who directly or indirectly holds any beneficial interest or ownership in excess of twenty percent (20%) of the enterprise;
- (d) Each owner of a holding company or intermediary company who the Commission determines is necessary in order to further the purposes of the Act;
- (e) Each director of the enterprise except a director who, in the opinion of the Commission is significantly not involved in or connected with the management or ownership of the enterprise shall not be required to qualify;
- (f) Each officer of the enterprise who is significantly involved in or has authority over the conduct of business directly related to casino or gaming activity and each officer whom the Commission may consider appropriate for qualification in order to ensure the good character, honesty, and integrity of the enterprise;
- (g) Each officer of a holding company or intermediary company whom the Commission may consider appropriate for qualification in order to ensure the good character, honesty, and integrity of the enterprise;
- (h) The management employee supervising the regional or local office which employs the sales representative who will solicit business or deal directly with a casino licensee;
- (i) Each employee who will act as a sales representative or otherwise engage in the solicitation of business from casino licensees; and
- (j) Any other person whom the Commission may consider appropriate for approval or qualification.

§ 175-10.1-1380 Master Vendors List.

(a) The Casino Gaming Licensee must establish a listing of all vendors, whether gaming or nongaming, with which it conducts business irrespective of the amount of business transacted. This listing must include, at a minimum, the following information:

- (1) Name of the company or individual, if sole proprietor;
- (2) Physical address and email of company or sole proprietor;
- (3) Amount of business for the month;
- (4) If the vendor is a company, then a listing of the owners or chairman or chief executive officer of the company;
- (5) A listing of the employees of the vendor involved with the casino gaming licensee; and
- (6) Any other information the Commission determines to be necessary to track levels of business and compliance with the Act.

(b) By no later than the tenth of each month, the Casino Gaming Licensee shall file with the Commission its master vendor list with the information set forth in subsection (a) above.

§ 175-10.1-1385 Provisional Casino Service Provider License.

(a) The Executive Director may, in his sole and absolute discretion, issue a Provisional Service Provider

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License to any person who applies for a license as a Casino Service Provider required by § 175-10.1-1305, provided such applicant also applies for a Provisional License pursuant to this section.

(b) The Provisional Casino Service Provider License shall be valid for such time as the applicant's Casino Service Industry License is pending with the Commission for investigation, consideration, determination of suitability and any other period before the Commission (1) grants the license; or (2) rejects the application.

(c) If the applicant withdraws his application for a Casino Service Provider License required by § 175-10.1-1305, the Provisional License issued by the Executive Director pursuant to § 175-10.1-1385(a) shall immediately expire.

(d) In determining whether to issue a Provisional Service Provider License pursuant to § 175-10.1-1385(a), the Executive Director must consider whether issuing such provisional license will bring disrepute to the Commonwealth or the gaming industry.

(e) The Executive Director shall not issue a Provisional Service Provider License to any provider who is not currently licensed as a casino service provider authorized to transact business with casinos in the State of Nevada or any other US jurisdiction. The Executive Director shall only issue a Provisional Service Provider License to a provider who is licensed as a casino service provider authorized to transact business with casinos in Nevada or any other US jurisdiction only for the limited purpose of providing the exact devices and services the provider is licensed to provide to casinos in the State of Nevada or any other US jurisdiction. No holder of a Provisional Service Provider License may provide any device, machine, service or thing it is not presently licensed to provide to unrestricted licensees in the State of Nevada or any other US jurisdiction.

(f) The Executive Director may use the information the applicant supplied with his application for a Casino Service Industry License required by § 175-10.1-1305 in considering whether to issue the Provisional License, and may require any additional information he deems necessary for consideration of the issuance of the Provisional License.

(g) The application fee for the Provisional License is one half of the amount charged by the Commission for a Casino Service Industry License required by § 175-10.1-1305. This amount must be paid at the time of filing of the application for the license, is a separate fee and will not be credited to any other amount owed by the applicant to the Commission or the Commonwealth.

§ 175-10.1-1390 Casino Vendor License.

(a) Any person or entity who is not a holder of a casino service provider license issued pursuant to § 175-10.1-1305 or who is required to obtain a service provider license who transacts more than one hundred thousand dollars (\$100,000) per calendar or fiscal year with the Casino Licensee (including any and all of its affiliated companies) must obtain from the Commission a Casino Vendor License or a Provisional Casino Vendor License.

(b) The Casino Licensee (including any and all of its affiliated companies) shall not transact more than one hundred thousand dollars (\$100,000) per calendar or fiscal year with any person, entity, or affiliated group of persons or entities if said person, entity or affiliated group of persons or entities does not possess a valid Casino Vendor License or Provisional Casino Vendor License issued pursuant to these Regulations.

§ 175-10.1-1395 Provisional Casino Vendor License.

(a) The Executive Director may, in his sole and absolute discretion, issue a Provisional Service Provider License to any person who applies for a license as a Casino Vendor required by § 175-10.1-1390, provided such applicant also applies for a Provisional License pursuant to this section.

(b) The Provisional Casino Service Provider License shall be valid for such time as the applicant's Casino Vendor License is pending with the Commission for investigation, consideration, determination of suitability and any other period before the Commission (1) grants the license; or (2) rejects the application.

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- (c) If the applicant withdraws his application for a Casino Service Provider License required by § 175-10.1-1390, the Provisional License issued by the Executive Director pursuant to § 175-10.1-1395(a) shall immediately expire.
- (d) In determining whether to issue a Provisional Service Provider License pursuant to § 175-10.1-1395(a), the Executive Director must consider whether issuing such vendor license will bring disrepute to the Commonwealth or the gaming industry.
- (e) The Executive Director shall not issue a Provisional Vendor License to any provider who must register as a Casino Service Provider or Casino Service Industry License required by § 175-10.1-1305.
- (f) The Executive Director may use the information the applicant supplied with his application for a Casino Vendor License required by § 175-10.1-1390 in considering whether to issue the Provisional License, and may require any additional information he deems necessary for consideration of the issuance of the Provisional License.
- (g) The application fee for the Provisional License is one half of the amount charged by the Commission for a Casino Vendor License. This amount must be paid at the time of filing of the application for the provisional license, is a separate fee and will not be credited to any other amount owed by the applicant to the Commission or the Commonwealth.

Part 1400 HEARINGS: GENERAL PROVISIONS

§ 175-10.1-1401	Definitions
§ 175-10.1-1405	Applicability of Rules
§ 175-10.1-1410	Conduct of Contested Case Hearings
§ 175-10.1-1415	Rules Concerning All Contested Cases
§ 175-10.1-1420	Rights to Hearing; Request; Written Notice
§ 175-10.1-1425	Procedure When No Hearing is Held
§ 175-10.1-1430	Burden of Proof
§ 175-10.1-1435	Approval and Denial of Applications

§ 175-10.1-1401 Definitions.

As used in this chapter, the term:

- (a) "Contested case" means any proceeding, including any licensing proceedings, in which the legal right, duties, obligations, privileges, benefits, or other legal relation of specific parties are required by constitutional rights or by statute to be determined by any agency by decisions, determinations, or orders, addressed to a party or disposing of its interest after opportunity for an agency hearing.
- (b) "Interested person" means any person whose specific legal rights, duties, obligations, privileges, benefit, or other specific legal relation are affected by the adoption, amendment, or repeal of a specific regulation or by any decision, order, or ruling of the Commission.
- (c) "Party" means any person or entity directly involved in a contested case, including petitioner, respondent, intervener, or agency of the Commonwealth of the Northern Mariana Islands proceeding in any such capacity;
- (d) "Emergency Orders" means an order issued by the Commission for immediate action/relief.

§ 175-10.1-1405 Applicability of Rules.

- (a) In addition to the Administrative Procedure Act (APA), the provisions of the Act and these Regulations apply to an appropriate contested case hearing.
- (b) To the extent that the Act inconsistent with APA, the Act shall apply. To the extent that these Regulations

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are inconsistent with the APA, the APA shall apply unless the Act allows for the Commission to promulgate Regulations inconsistent with the APA, in which case the Regulations shall apply.

§ 175-10.1-1410 Conduct of Contested Case Hearings.

(a) At all hearings of the Commission in contested cases, unless the Commission hears the matter directly, the Chairman may designate a member of the Commission to serve as a hearing Commissioner or shall designate a hearing examiner to serve as a hearing officer. When the Commission hears the matter directly, the Chairman must serve as presiding officer, unless he be absent in which case the Vice-Chairman shall serve as presiding officer.

(b) In the event that the designated hearing commissioner is unavailable prior to the filing of the recommended report and decision for consideration by the Commission, the Chairman may either designate another hearing Commissioner or transfer the proceedings to the entire Commission. In such event, and consistent with the requirements of due process, the Commission or the designated hearing Commissioner may either continue the hearing and render a decision upon the entire record or begin the hearing anew.

§ 175-10.1-1415 Rules Concerning All Contested Cases.

(a) Whether a contested case hearing is conducted by the Commission, by a hearing Commissioner or Hearing Examiner, in addition to any authority granted in the Act or the APA, the Chairman, the Hearing Commissioner or the Hearing Examiner, as the case may be, has the authority to:

- (1) Administer oaths and to require testimony to;
- (2) Serve process or notices in a manner provided for the service of process and notice in civil actions in accordance with the rules of court;
- (3) Issue subpoenas and compel the attendance of witnesses;
- (4) Propound written interrogatories;
- (5) Take official notice of any generally accepted information or technical or scientific manner in the field of gaming and any other fact which may judicially noticed by the courts of this Commonwealth; and
- (6) Permit the filing of amended or supplemental pleadings.

(b) Whether a contested case hearing is conducted by the Commission, a hearing commissioner or hearing examiner, and in addition to any rights granted in the Act or the APA, the parties have the right to:

- (1) Call and examine witnesses;
- (2) Introduce exhibits relevant to the issues of the case, including the transcript of testimony at any investigative hearing conducted by or on behalf of the Commission;
- (3) Cross examine opposing witnesses in any matters relevant to the issues of the case;
- (4) Impeach any witness, regardless of which party called him to testify;
- (5) Offer rebuttal evidence; and
- (6) Stipulate and agree that certain specified evidence may be admitted, although such evidence may be otherwise subject to objection.

(c) In any contested case, the Commission has authority to:

- (1) Grant testimonial immunity, and
- (2) Order a rehearing.

(d) In any contested case held, the following special rules of evidence apply:

- (1) Any relevant evidence, not subject to a claim of privilege, may be admitted regardless of any rule of evidence which would bar such evidence in judicial matters;
- (2) Evidence admitted pursuant to (c)(1) above is sufficient in itself to support a finding if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs; and
- (3) If an applicant, licensee, registrant, or person that is qualified pursuant to the Act and these Regulations is a party, then such party may testify on its behalf; the party may also be called and examined as if under cross-examination in a judicial matter.

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§ 175-10.1-1420 Rights to Hearing; Request; Notice.

(a) When the Commission has been provided with all required information necessary for action, the Commission must serve the applicant personally by certified mail, to the address on file with the Commission or by facsimile or electronic mail, or secured email, a written notice of the applicant's right to a hearing and the applicant's responsibility to request a hearing; the Commission may on its own motion direct a hearing to be held.

(b) The applicant may file with the Commission a request for hearing within fifteen (15) days after service of the written notice of right to a hearing and responsibility to request a hearing.

§ 175-10.1-1425 Procedure When No Hearing is Held. In any case in which no timely request for a hearing has been filed in which the Commission has not directed a hearing, the Commission must take a final action on the application within ninety days after the receipt of all required information and the completion of any investigation.

§ 175-10.1-1430 Burden of Proof for Applications.

(a) The applicant, licensee, or registrant has the affirmative responsibility of establishing its individual qualifications by clear and convincing evidence.

(b) An applicant for a casino license has the affirmative responsibility of establishing by clear and convincing evidence:

- (1) Individual qualification;
- (2) The qualification of each person who is required to be qualified under these Regulations; and
- (3) The qualification of the facility in which the casino is to be located.

§ 175-10.1-1435 Approval and Denial of Applications.

(a) The Commission has the authority to grant or deny any application pursuant to the provisions of the Act and of these Regulations;

(b) Before granting any application other than for a casino license, the Commission must:

- (1) Limit or place such restrictions thereupon as the Commission may deem necessary in the public interest; and
- (2) Require the applicant to tender all license fees as required by law and regulations adopted pursuant to the Act.

Part 1500 RULES CONCERNING PROCEEDINGS AGAINST APPLICANTS, LICENSEES, AND REGISTRANTS:

§ 175-10.1-1501	Commencement of Complaint
§ 175-10.1-1505	Service of Complaint
§ 175-10.1-1515	Right to Hearing; Waiver
§ 175-10.1-1520	Notice of Hearing
§ 175-10.1-1525	Revocation of License or Registration; Hearing

§ 175-10.1-1501 Commencement of Complaint. Any proceeding against an applicant, temporary licensee, provisional licensee, or licensee must be initiated and indicated by a written complaint; the complaint must include a statement set forth in an ordinary and concise language the charges and acts or omissions supporting such charges.

§ 175-10.1-1505 Service of Complaint. Within fourteen (14) days of filing of the complaint, the Commission must serve a copy upon the applicant, temporary licensee, provisional licensee, or licensee personally, by certified mail, by facsimile, or electronic mail or by secured email to the physical or email address on the file with the Commission.

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§ 175-10.1-1510 Notice of Defense.

(a) Within fifteen (15) days after service of the complaint, the applicant, licensee, or registrant may file with the Commission a notice of defense, in which he may:

- (1) Request a hearing;
- (2) Admit or deny the allegations in whole or in part;
- (3) Present new matters or explanations by way of defense; or
- (4) State any legal objection to the complaint.

(b) Within the time specified, the applicant or licensee may file one or more notices of defense upon any or all of the above grounds.

(c) The failure to specifically deny any fact, issue or part of the complaint serves as an admission thereto.

§ 175-10.1-1515 Right to Hearing; Waiver. The applicant or licensee is entitled to an evidentiary hearing on the complaint if it files and serves the required notice of defense within the time allowed herein; such notice of defense is deemed a specific admission of all parts of the complaint which are not expressly denied. Failure to file and serve a notice of defense within such time constitutes a waiver of the right of the hearing, but the Commission, in its discretion may nevertheless order a hearing. All affirmative defenses must be specifically stated, and unless objection is taken, as provided therein, all objections to the form of complaint is deemed waived.

§ 175-10.1-1520 Notice of Hearing. The Commission will determine the time and place of hearing as soon as is reasonably practical after receiving the notice of defense. The Commission will deliver or send by certified mail, facsimile, or email a notice to all parties at least ten (10) days prior to the hearing.

§ 175-10.1-1525 Revocation of License or Registration; Hearing.

(a) The Commission will not revoke or suspend any license unless it has first afforded the licensee opportunity for a hearing.

(b) Notwithstanding (a) above, the Executive Director may suspend a temporary casino employee license or temporary key employee license pursuant to 175-10.1-1915 without a hearing but notice must be provided to the employee or key employee and the casino licensee of such suspension and the applicant shall be given an opportunity to cure the deficiency promptly.

§ 175-10.1-1530 Emergency Orders; Hearings; Complaints. Within five (5) days after the issuance of an emergency order pursuant to these Regulation, the Commission will cause a complaint to be filed and served upon the person involved in accordance with the provisions of this Part. Thereafter, the person against whom the emergency order has been issued and served is entitled to a hearing before the Commission. A person may request a hearing in accordance with the provisions of § 175-10.1-1510.

Part 1600

PETITIONS FOR DECLARATORY RULINGS

§ 175-10.1-1601	Definitions
§ 175-10.1-1605	Purpose of Declaratory Judgments
§ 175-10.1-1610	Petitions for Declaratory Judgments
§ 175-10.1-1615	Scheduling of Petitions for Hearing
§ 175-10.1-1620	Response, Comments, Briefs, Appearances
§ 175-10.1-1625	Disposition of Petitions

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§ 175-10.1-1601 Definitions.

(a) Definitions:

1. "Contested case" means any pending license suspension or revocation proceeding pursuant to these Rules.
2. "Declaratory ruling" means a ruling on the meaning or application of a statute, regulation or decision or order entered by the Commission, and does not include the granting of approvals, findings of suitability, or other determinations that require the filing of an application as defined by the Commission.
3. "Interested person" means any applicant, licensee, registrant, person found suitable or unsuitable, or a group or association of such licensees, registrants or persons. The term also includes a governmental agency or political subdivision of the Commonwealth.
4. "Petitioner" means an interested person who has filed a petition for a declaratory ruling in accordance with the provisions of subsection § 175-10.1-230(c).
5. "Regulatory comment" means a written statement or prepared testimony of the Executive Director that analyzes any issue raised by a petition for a declaratory ruling without taking a position in opposition to or in support of such a petition.

§ 175-10.1-1605 Purpose of Declaratory Rulings. A declaratory ruling is an extraordinary remedy that may be considered by the Commission only when the objective of the petitioner cannot reasonably be achieved by other means and when the ruling would be significant to the regulation of gaming or to the gaming industry.

§ 175-10.1-1610 Petitions for Declaratory Rulings.

(a) Any person may petition the Commission for a declaratory ruling.

(b) A petition for a declaratory ruling shall be filed with the Secretary, together with a nonrefundable filing fee in to the Commission in the amount of Two Hundred Dollars (\$200) unless the petitioner is the Commission or a governmental agency or political subdivision of the Commonwealth, in which case there shall be no filing fee. A copy of the petition must be served by the petitioner upon the Attorney General within 3 working days of the date of filing.

(c) The Secretary shall maintain and keep current a list of persons who have requested notice of petitions for declaratory rulings and shall transmit a copy of such list to a petitioner as soon as practicable after the filing of a petition for declaratory ruling. Persons shall pay a fee of One Hundred Dollars (\$100.00) per fiscal year for inclusion on the list, but such fee is waived for governmental agencies and political subdivisions of the Commonwealth. The petitioner shall serve a copy of the petition by personal delivery or first-class mail upon each person on such list no later than seven (7) days after receiving such list and shall provide an affidavit of service to the secretary. Each person receiving a copy of the petition for declaratory ruling may, within seven (7) days after receipt, request the Secretary to provide him notice of the time set for the hearing on the petition for declaratory ruling.

(d) The petition for a declaratory ruling must contain:

- (1) The name, business address and telephone number of the petitioner;
- (2) A statement of the nature of the interest of the petitioner in obtaining the declaratory ruling;
- (3) A statement identifying the specific statute, regulation or commission decision or order in question;
- (4) A clear and concise statement of the interpretation or position of the petitioner relative to the statute, regulation or commission decision or order in question;
- (5) A description of any contrary interpretation, position or practice that gives rise to the petition;
- (6) A statement of the facts and law that support the interpretation of the petitioner;
- (7) A statement of any contrary legal authority including authority that is binding and merely persuasive;
- (8) A statement showing why the subject matter is appropriate for Commission action in the form of a declaratory ruling and why the objective of the petitioner cannot reasonably be achieved by other

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- administrative remedy;
- (9) A statement identifying all persons or groups who the petitioner believes will be affected by the declaratory ruling, including the gaming industry as a whole, and the manner in which the petitioner believes each person will be affected;
- (10) The signature of the petitioner or his legal representative; and
- (11) An affidavit of service upon the Attorney General.

(e) An interested person may not file a petition for declaratory ruling involving questions or matters that are issues in a contested case in which the interested person is a party.

§ 175-10.1-1615 Scheduling of Petitions for Hearing.

(a) If, within thirty (30) days of the date the petition for declaratory ruling was filed, the Chairman does not cause the Secretary to schedule the petition for declaratory ruling for hearing at a meeting of the Commission, the Secretary shall notify the other members of the Commission. Any member of the commission may, within fifteen (15) days of such notification, cause the secretary to schedule the petition for declaratory ruling for hearing at a meeting of the Commission.

(b) The Executive Director shall notify the Chairman through the secretary within thirty (30) days of the date the petition for declaratory ruling was filed if the Executive Director objects to consideration of the petition.

(c) The Chairman and any other Member may consult with the Executive Director or legal counsel or any employee of the Commission before deciding whether to cause a petition for declaratory ruling to be scheduled for hearing at a meeting of the Commission.

(d) If a petition for declaratory judgment is not scheduled for hearing pursuant to this subsection, it is deemed dismissed.

§ 175-10.1-1620 Response to Petition; Regulatory Comments; Briefs and Appearances by Interested Persons.

(a) If a petition is scheduled for a hearing at a meeting of the Commission, the Secretary shall give the Petitioner, the Executive Director and each person requesting notice of hearing pursuant to § 175-10.1-1610(c) at least thirty (30) days' notice of the time set for the hearing.

(b) The Executive Director may file with the Commission a written response in opposition to or in support of a petition for declaratory ruling no later than thirty (30) days after notice from the Secretary, unless the time is extended by the Chairman.

(c) The Executive Director may file with the Commission a regulatory comment at any time at least ten (10) days before the time set for the hearing on the petition for a declaratory ruling.

(d) The Petitioner and any interested person may file a brief in support of or in opposition to a petition for declaratory ruling at least thirty (30) days before the time set for the hearing on the petition for declaratory ruling. Such brief shall substantially comply with the requirements for petitions for declaratory rulings provided in § 175-10.1-1610.

(e) The petitioner may file a reply to a response by the Executive Director or a brief by another interested person at least 15 days before the time set for the hearing on the petition for declaratory ruling.

(f) The Commission, in the discretion of the Chairman, may permit the Petitioner or interested person, whether or not he filed a brief, to present oral argument at the hearing on the petition for declaratory ruling.

§ 175-10.1-1625 Disposition of Petitions for Declaratory Ruling.

(a) The Commission, with or without oral argument, may dismiss the petition, in whole or in part, for any reason.

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(b) If the Commission issues a ruling on the petition, its order shall delineate the Commission's interpretation of the meaning or application of the statute, regulation, decision or order that is the subject of the petition.

Part 1700 HEARING ON REGULATIONS

§175-10.1-1701 Hearings on Regulations

§ 175-10.1-1701 Hearings on Regulations.

(a) The Commission must adopt, amend, and repeal regulations in accordance with the provisions of the Administrative Procedure Act;

(b) Consistent with the requirements of the Act and the Administrative Procedure Act, the Commission may, in its discretion, conduct hearings concerning the adoption, amendment, or repeal of its regulations.

(c) Any public hearing held in connection with the propose regulation shall be conducted in accordance with the Administrative Procedures Act.

(d) The Commission must provide at least fifteen (15) days notice of any public hearing conducted in connection with the proposed regulation. Such notice must be published in the Commonwealth Register or provided in a manner reasonably calculated to reach the interested public in accordance with 1 CMC § 9104.

(e) At the hearing held in connection with the proposed regulations, all people will be afforded the opportunity to attend and to appear before the Commission to submit oral testimony in support of or in opposition to the proposed regulations. Such participation does not include the right to present evidence or to cross-examine witnesses, which may be permitted solely in the discretion of the Commission.

- (1) The Commission may require notice in advance of the date of the proceedings of any individual's intent to participate.
- (2) This section shall not be construed to establish a right of any individual to appear before the Commission in the event that the Commission may act at a subsequent date to adopt the proposed regulations.

Part 1800 OPERATION GENERALLY

§175-10.1-1801 Methods of Operation
§175-10.1-1805 Grounds for Disciplinary Action
§175-10.1-1810 Publication of Payoffs
§175-10.1-1815 Criminal Convictions as Grounds for Revocation
§175-10.1-1820 Violation of Law or Regulations
§175-10.1-1825 Investigation of Conduct of Licensees Generally
§175-10.1-1830 Reports of Violations and Felony Convictions
§175-10.1-1835 Access to Premises and Production of Records
§175-10.1-1840 Summoning of Licensee
§175-10.1-1845 Unauthorized Games
§175-10.1-1850 Unlicensed Games or Devices
§175-10.1-1855 Collection of Gaming Credit
§175-10.1-1860 Surveillance Systems

§ 175-10.1-1801 Methods of Operation.

(a) It is the policy of the Commission to require that all establishments wherein gaming is conducted in this Commonwealth be operated in a manner suitable to protect the public health, safety, morals, good order and general welfare of the inhabitants of the Northern Mariana Islands.

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(b) Responsibility for the employment and maintenance of suitable methods of operation rests with the licensee, and willful or persistent use or toleration of methods of operation deemed unsuitable will constitute grounds for license revocation or other disciplinary action.

§ 175-10.1-1805 Grounds for Disciplinary Action.

(a) The Commission deems any activity on the part of the Casino Gaming Licensee, its agents or employees, that is inimical to the public health, safety, morals, good order and general welfare of the people of the Commonwealth, or that would reflect or tend to reflect discredit upon the Commonwealth of the Northern Mariana Islands or the gaming industry, to be an unsuitable method of operation and shall be grounds for disciplinary action by the Commission in accordance with the Act and the Regulations.

(b) Without limiting the generality of the foregoing, the following acts or omissions, in addition to any other act or omission deemed an unsuitable method by the Commission, may be determined to be unsuitable methods of operation:

1. Failure to exercise discretion and sound judgment to prevent incidents which might reflect on the repute of the Commonwealth and act as a detriment to the development of the industry.
2. Permitting persons who are visibly intoxicated to participate in gaming activity.
3. Complimentary service of intoxicating beverages in the casino area to persons who are visibly intoxicated.
4. Failure to conduct advertising and public relations activities in accordance with decency, dignity, good taste, honesty and inoffensiveness, including, but not limited to, advertising that is false or materially misleading.
5. Catering to, assisting, employing or associating with, either socially or in business affairs, persons of notorious or unsavory reputation or who have extensive police records, or persons who have defied congressional investigative committees, or other officially constituted bodies acting on behalf of the United States, or any state, or commonwealth or territory, or persons who are associated with or support subversive movements, or the employing either directly or through a contract, or any other means, of any firm or individual in any capacity where the repute of the Commonwealth or the gaming industry is liable to be damaged because of the unsuitability of the firm or individual or because of the unethical methods of operation of the firm or individual.
6. Employing in a position for which the individual could be required to be licensed as a key employee pursuant to the provisions of these Regulations, any person who has been denied a Commonwealth gaming license on the grounds of unsuitability or who has failed or refused to apply for licensing as a key employee when so requested by the Commission.
7. Employing in any gaming operation any person whom the Commission or any court has found guilty of cheating or using any improper device in connection with any game, whether as a licensee, dealer, or player at a licensed game or device; as well as any person whose conduct of a licensed game as a dealer or other employee of a licensee resulted in revocation or suspension of the license of such licensee.
8. Failure to comply with or make provision for compliance with all federal, Commonwealth, state and local laws and regulations and with all Commission approved conditions and limitations pertaining to the operations of a licensed establishment including, without limiting the generality of the foregoing, payment of all license fees, withholding any payroll taxes, liquor and entertainment taxes. The Commission in the exercise of its sound discretion can make its own determination of whether or not the licensee has failed to comply with the aforementioned, but any such determination shall make use of the established precedents in interpreting the language of the applicable statutes. Nothing in this section shall be deemed to affect any right to judicial review.
9. (1) Possessing or permitting to remain in or upon any licensed premises any cards, dice, mechanical device or any cheating device whatever, the use of which is prohibited by statute or regulation, or
(2) Conducting, carrying on, operating or dealing any cheating or thieving game or device on the premises, either knowingly or unknowingly, which may have in any manner been marked, tampered with or otherwise placed in a condition, or operated in a manner, which tends to deceive the public or which might make the game more liable to win or lose, or which tends to alter the normal random selection of criteria which determine the results of the game.

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10. Failure to conduct gaming operations in accordance with proper standards of custom, decorum and decency, or permit any type of conduct in the gaming establishment which reflects or tends to reflect on the repute of the Commonwealth and act as a detriment to the gaming industry.
11. Issuing credit to a patron to enable the patron to satisfy a debt owed to another licensee or person, including an affiliate of the licensee.
12. Whenever a licensed game, machine or gaming activity is available for play by the public, failing to have a licensed employee of the licensee present on the premises to supervise the operation of the game, machine or activity;
13. Denying any Commission member or agent, upon proper and lawful demand, access to, inspection or disclosure of any portion or aspect of a gaming establishment as authorized by applicable statutes and regulation.

§ 175-10.1-1810 Publication of Payoffs.

(a) Except as specifically provided herein, payoff schedules or award cards applicable to every licensed game or slot machine shall be displayed at all times either on the table or machine or in a conspicuous place immediately adjacent thereto. In the case of craps, keno and faro games the foregoing requirement will be satisfied if published payoff schedules are maintained in a location readily accessible to players and notice of the location of such schedule is posted on or adjacent to the table. In the case of slot machines, the foregoing requirements will be satisfied if:

1. The player is at all times made aware that payoff schedules or award cards applicable to any game offered for play are readily accessible and will be displayed on the video display screen of the device upon the initiation of a command by the player, or
2. The award cards of any game offered for play are displayed at all times when the device is available for play.

(b) Payoff schedules or award cards must accurately state actual payoffs or awards applicable to the particular game or device and shall not be worded in such manner as to mislead or deceive the public. Maintenance of any misleading or deceptive matter on any payoff schedule or award card or failure on the part of a licensee to make payment in strict accordance with posted payoff schedules or award cards may be deemed an unsuitable method of operation.

§ 175-10.1-1815 Criminal Conviction Grounds for Revocation or Suspension. The Commission may revoke or suspend any license issued by the Commission or finding of suitability of a person who is convicted of a crime, even though the convicted person's post-conviction rights and remedies have not been exhausted, if the crime or conviction discredits or tends to discredit the Commonwealth or the gaming industry.

§ 175-10.1-1820 Violation of Law or Regulations. Violation of any provision of the Act or of these Regulations by a licensee, his agent or employee shall be deemed contrary to the public health, safety, morals, good order and general welfare of the inhabitants of the Commonwealth and grounds for suspension or revocation of a license. Acceptance of a Commonwealth gaming license or renewal thereof by a licensee constitutes an agreement on the part of the licensee to be bound by all of the regulations of the Commission as the same now are or may hereafter be amended or promulgated. It is the responsibility of the licensee to keep himself informed of the content of all such regulations, and ignorance thereof will not excuse violations.

§ 175-10.1-1825 Investigation of Conduct of Licensees, Generally. Any gaming license, including but not limited to: a casino license, a service provider license, a vendor license, a casino employee license and a key casino employee license is a revocable privilege, and no holder thereof shall be deemed to have acquired any vested rights therein or thereunder. The burden of proving his qualifications to hold any license rests at all times on the licensee. The Commission is charged by law with the duty of observing the conduct of all licensees to the end that licenses shall not be held by unqualified or disqualified persons or unsuitable persons or persons whose operations are conducted in an unsuitable manner.

§ 175-10.1-1830 Reports of Violations and Felony Convictions.

(a) The Casino Gaming Licensee, each service provider licensee, each casino employee licensee and each

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key casino employee licensee shall immediately notify the Commission by telephone of: (1) any violation or suspected violation of any gaming law regarding which the licensee has notified the local police and (2) the discovery of any violation of the Act, Regulations, Minimum Internal Control Standards, or Internal Control Standards.

(b) Any person holding a license, registration, or finding of suitability who is convicted of a felony in the Commonwealth or is convicted of an offense in another state or jurisdiction which would be a felony if committed in the Commonwealth shall notify the Commission in writing within ten (10) business days of such conviction.

§ 175-10.1-1835 Access to Premises and Production of Records.

(a) No applicant for any gaming license, including but not limited to: a casino gaming license, a service provider license, a casino employee license and a key casino employee license, shall neglect or refuse to produce records or evidence or to give information upon proper and lawful demand by a Commission member or any agent of the Commission or shall otherwise interfere, or attempt to interfere, with any proper and lawful efforts by the Commission, or any Commission agent to produce such information.

(b) No licensee or enrolled person shall neglect or refuse to produce records or evidence or to give information upon proper and lawful demand by a Commission member or any agent of the Commission or shall otherwise interfere, or attempt to interfere, with any proper and lawful efforts by the Commission, or any Commission agent to produce such information.

(c) Each licensed manufacturer, licensed distributor or seller, licensed casino and licensed casino service provider, shall immediately make available for inspection by any Commission member or agent all papers, books and records produced by any gaming business and all portions of the premises where gaming is conducted or where gambling devices or equipment are manufactured, sold or distributed. Any Commission member or agent shall be given immediate access to any portion of the premises of any casino licensee or casino service provider for the purpose of inspecting or examining any records or documents required to be kept by such licensee under the Regulations and any gaming device or equipment or the conduct of any gaming activity.

§ 175-10.1-1840 Summoning of Licensee. The Commission may summon any licensee or its agents or employees to appear to testify before it or its agents with regard to the conduct of any licensee or the agents or employees of any licensee. All such testimony shall be under oath and may embrace any matters which the Commission or its agents may deem relevant to the discharge of its official duties. Any person so summoned to appear shall have the right to be represented by counsel. Any testimony so taken may be used by the Commission as evidence in any proceeding or matter then before it or which may later come before it. Failure to so appear and testify fully at the time and place designated, unless excused by the Commission, shall constitute grounds for the revocation or suspension of any license held by the person summoned, his principal or employer.

§ 175-10.1-1845 Unauthorized Games. No Casino Gaming Licensee shall permit any game to be operated or played without first applying for and receiving permission from the Commission to operate such game. The violation of this regulation may be deemed an unsuitable method of operation.

§ 175-10.1-1850 Unlicensed Games or Devices.

(a) No unlicensed gambling games shall be operated upon the premises of the Casino Gaming Licensee, nor shall the licensee expose in an area accessible to the public any machine, fixture, table, or device which may be used in the operation of a gambling game without first having paid all current fees and taxes applicable to such games.

(b) Whenever the Casino Gaming Licensee desires to temporarily remove or suspend a game from a licensed status, the licensee shall provide advanced written notice to the Commission stating the type and number of games sought to be suspended, the initial date and duration of the proposed suspension, and in addition to such notice, the licensee shall thereafter physically remove the gaming device from any area exposed to the public.

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(c) Before any game or gaming device suspended from a licensed status in accordance with the foregoing procedure may be reactivated and placed into play, the Casino Gaming Licensee shall advise the Commission in writing of its intention and date to reactivate such game, and pay all fees and taxes applicable to said game, and upon the Commission's re-inspection of any gaming device previously sealed, the game may be exposed to play.

§ 175-10.1-1855 Collection of Gaming Credit.

(a) Only bonded, duly licensed collection agencies, or a licensee's employees, junket representatives, or attorneys, may collect, on the Casino Gaming Licensee's behalf and for any consideration, gaming credit extended by the licensee.

(b) Notwithstanding the provisions of subsection (a), the Casino Gaming Licensee shall not permit any person who has been found unsuitable, or who has been denied a gaming license of any kind, or who has had a gaming license of any kind revoked, to collect, on the licensee's behalf and for any consideration, gaming credit extended by the Casino Gaming Licensee.

(c) Each licensee shall maintain for the Commission's inspection records that describe credit collection arrangements and that include any written contracts entered into with the persons described in subsection (a).

§ 175-10.1-1860 Surveillance Systems.

(a) The Commission shall adopt standards for the installation, maintenance and operation of casino surveillance systems at all licensed establishments. The purposes of a casino surveillance system are to assist the Casino Gaming Licensee and the Commonwealth in safeguarding the licensee's assets, in deterring, detecting and prosecuting criminal acts, and in maintaining public confidence and trust that licensed gaming is conducted honestly and free of criminal elements and activity.

(b) The Casino Gaming Licensee shall install, maintain and operate a casino surveillance system in accordance with the casino surveillance standards adopted by the Commission. The failure of a licensee to comply with this section and the casino surveillance standards adopted by the Commission is an unsuitable method of operation.

(c) The Casino Gaming Licensee must submit a written casino surveillance system plan to the Commission. The plan must be in a form approved or required by the Commission, and must include a description of all equipment utilized in the casino surveillance system, a blueprint or diagram that shows all of the areas to be monitored and the placement of surveillance equipment in relation to the activities being observed, a description of the procedures utilized in the operation of the casino surveillance system, and any other information required by the casino surveillance standards. If the licensee does not conduct an activity that is addressed in the casino surveillance standards, then the plan must include a statement to that effect. The plan must be amended and the amendments to the plan or the plan as amended must be submitted to the Commission on an annual basis by each licensee, to reflect any modification made to the licensee's casino surveillance system during the preceding year that resulted from (1) the repeal or revision of any existing casino surveillance standard or the adoption of any new casino surveillance standard, (2) a change in the layout or configuration of any area required to be monitored, or (3) any exemption granted by the Commission. If no such modifications were made, then the licensee must submit a statement to the Commission to that effect.

Part 1900 GAMING EMPLOYEE LICENSURE

§ 175-10.1-1901 Licensure Required: Casino Employee
§ 175-10.1-1905 Licensure Required: Casino Key Employee

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§ 175-10.1-1910	Temporary Licensure and Provisional Licensure
§ 175-10.1-1915	Suspension and Reinstatement of Temporary or Provisional Licensure
§ 175-10.1-1920	Investigation, Criteria for Objection; Objection
§ 175-10.1-1925	Duties of Casino Licensee
§ 175-10.1-1930	System of Records, Contents
§ 175-10.1-1935	Petition for Hearing to Reconsider Objection to Registration or to Reconsider Suspension or Revocation of Registration
§ 175-10.1-1940	Criminal Convictions as Grounds for Revocation
§ 175-10.1-1945	Violation of Law or Regulations

§ 175-10.1-1901 Licensure Required: Casino Employee. No person shall be employed as a casino employee unless such person is temporarily licensed or licensed as a casino employee in accordance with these Regulations.

§ 175-10.1-1905 Licensure Required: Casino Key Employee. No person shall be employed as a casino key employee unless such person is provisionally licensed or licensed as a casino key employee in accordance with these Regulations. (b) The Commission by Order shall determine who requires licensure as a key employee. (c) In addition to any other definition the Regulations, a "casino key employee" is a person in a supervisory or management capacity of the licensee or any affiliated company that is empowered to make discretionary decisions regarding the operation of gaming activities. Key employee positions may include, but are not limited to, pit bosses, shift bosses, credit executives, cashier operation supervisors, corporate officers, directors, executive directors and similar executives, gaming operation managers, assistant managers, managers or supervisors of auditor, surveillance and security employees, and any other person the Commission requires be licensed as a key employee.

§ 175-10.1-1910 Temporary Licensure; Provisional Licensure.

(a) A person is deemed temporarily licensed as a casino employee upon submission by the casino licensee of an Application for Licensure to the Commission for the applicant, unless otherwise determined by the Commission or the Executive Director. The person to be employed is not the applicant and is merely a beneficiary of the application process. The Casino Licensee may withdraw the application at any time without notice to or approval from the proposed employee beneficiary.

(b) The Application for Licensure is an application package, in electronic or paper form, containing all the components of a complete application for registration for a casino employee or a casino key employee or renewal of licensure of the same consisting of, at a minimum:

1. The online or paper form for application promulgated by the Executive Director for Licensure or renewal of licensure as a casino employee or casino key employee in electronic or paper form; and
2. Two sets of fingerprints of the applicant or, if applicable, proof that the applicant's fingerprints were previously submitted electronically or by another means to the Commission;
3. The applicable fee for licensure or renewal (either § 175-10.1-1225(a) or (f); and
4. The statement promulgated in § 175-10.1-925.

(c) Temporary licensure as a casino employee is valid for a period of 180 days after an application for licensure is received by the Commission, unless objected to by the Executive Director, or otherwise suspended or revoked.

(d) The Executive Director may promulgate different forms for casino employees and casino key employee applications.

(e) The Executive Director may, in his sole and absolute discretion, issue a Provisional Casino Key Employee License to any person who applies for a license as a Casino Key Employee by § 175-10.1-1905, provided such applicant applies for a Provisional License pursuant to this section.

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- (f) The Provisional Casino Key Employee License shall be valid for such time as the applicant's Casino Key Employee license application is pending with the Commission for investigation, consideration, determination of suitability and any other period before the Commission (1) grants the license; or (2) rejects the application.
- (g) If the applicant withdraws his application for a Casino Service Provider License required by § 175-10.1-1905, the Provisional License issued by the Executive Director pursuant to § 175-10.1-1910(e) shall immediately expire.
- (h) In determining whether to issue a Provisional Casino Key Employee license pursuant to § 175-10.1-1910(e), the Executive Director must consider whether issuing such license will bring disrepute to the Commonwealth or the gaming industry.
- (i) The Executive Director shall not issue a Provisional Key Employee License to any person who is not currently licensed as a casino key employee in the CNMI or any other US jurisdiction, but the Executive Director may issue a Provisional Key Employee License to any person who was licensed as a casino key employee any other US jurisdiction within the last five (5) years, but who surrendered their licensure while in good standing upon termination of their employment in the jurisdiction.
- (j) The Executive Director may use the information the applicant supplied with his application for a Casino Key Employee license required by § 175-10.1-1905 in considering whether to issue the Provisional License, and may require any additional information he deems necessary for consideration of the issuance of the Provisional License.
- (k) There is no additional application fee for the Provisional Casino Key Employee License.

§ 175-10.1-1915 Suspension and Reinstatement of Temporary or Provisional Licensure.

- (a) The Executive Director may suspend the temporary or provisional licensure of an applicant if he determines that:
1. The application for licensure received from the applicant is not complete;
 2. The handwriting exemplar is illegible;
 3. The fingerprints submitted by the applicant are illegible or unclassifiable; or
 4. The protection of the public welfare requires immediate suspension.
- (b) The Executive Director shall suspend the temporary or provisional licensure of an applicant if he determines that the statement promulgated in § 175-10.1-925 is not completed, not signed, or the applicant indicates on the statement that he is subject to a court order for the support of a child and is not in compliance with the order or a plan approved by the Attorney General or other public agency enforcing the order for the repayment of the amount owed pursuant to the order.
- (c) If the Executive Director suspends the temporary or provisional Licensure of an applicant pursuant to subsections (a)(1) or (2), he shall notify the applicant and the Casino Gaming Licensee of such suspension.
- (d) An applicant whose temporary or provisional licensure is suspended pursuant to subsections (a)(1) or (2), shall not be eligible to work as a casino employee or casino key employee until such time as he rectifies the cause for such suspension and the Executive Director reinstates his temporary or provisional Licensure. If an applicant rectifies the cause for his suspension and the Executive Director reinstates his temporary or provisional Licensure, the period of time in which the applicant's temporary or provisional licensure was suspended pursuant to this regulation shall not be included in measuring the 180-day period in which the Executive Director may object to such temporary Licensure of the applicant, if applicable. An applicant whose temporary or provisional licensure is suspended pursuant to subsections (a)(4), shall not be eligible to work as a casino employee or casino key employee until such time as the Executive Director or the Chairman lifts the temporary suspension prior to a hearing, or the Commission lifts the suspension after a hearing.

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§ 175-10.1-1920 Investigation; Criteria for Objection; Objection.

- (a) Upon receipt of an application for Licensure as a casino employee or casino key employee (provisional or otherwise), the Executive Director shall review it for completeness.
- (b) Unless the Executive Director, after reviewing an application for licensure, suspends the temporary licensure of the applicant pursuant to 175-10.1-1915, he shall conduct an investigation of the applicant to determine whether he is eligible to be or continue to be licensed as a casino employee or casino key employee.
- (c) The Executive Director may object to the licensure of an applicant within 180 days after receipt of a complete application for licensure based on any action or inaction of the applicant that the Executive Director determines is inimical to the public health, safety, morals, good order and general welfare of the people of the Commonwealth, or that would reflect or tend to reflect discredit upon the Commonwealth or the gaming industry. The Executive Director may object to the licensure of an applicant based on the association of the applicant with any person who the Executive Director determines is inimical to the public health, safety, morals, good order and general welfare of the people of the Commonwealth, or who reflects or tends to reflect discredit upon the Commonwealth or the gaming industry.
- (d) If the Executive Director objects to the Licensure of an applicant pursuant to this regulation, the Executive Director shall notify:
1. The applicant of the objection and the right to apply for a hearing pursuant to these Regulations; and
 2. The casino licensee.
- (e) The failure of an applicant to seek review of a determination that he is not eligible for licensure as a casino employee or casino key employee shall be deemed to be an admission that the objection is well founded and such failure precludes administrative or judicial review.
- (f) If, after receiving notice per (d)(2) above, the Casino Gaming Licensee no longer wishes to employ the applicant, it shall provide notice to the Executive Director and withdraw the application. If the casino licensee withdraws the application, no license will be granted and the matter will be deemed closed.
- (g) If the Executive Director does not object to the licensure of an applicant pursuant to this Part, the applicant shall be deemed licensed as a casino employee or casino key employee and is eligible for employment with the Casino Gaming Licensee in the Commonwealth until such registration expires per its terms or per these Regulations, is suspended, or is revoked per these Regulations.

§ 175-10.1-1925 Duties of Casino Licensee.

- (a) The Casino Gaming Licensee shall not knowingly employ any person as a casino employee or casino key employee unless such person is temporarily licensed or licensed as a casino employee or casino key employee. A licensee shall check, and may rely on, the system of records maintained by the Commission to verify the temporary licensure, licensure or eligibility of a person seeking employment as a casino employee or casino key employee.
- (b) The Casino Gaming Licensee shall only access the system of records after a person applies for a position as a casino employee or casino key employee solely to determine whether the person is licensed, temporarily licensed, or subject to objection, suspension or revocation, or to initiate an application transaction in the Commission's online gaming employee licensure system. The Casino Gaming Licensee shall maintain written documentation establishing that it received an application for employment from a person for a position as a casino employee or casino key employee prior to accessing the system of records and shall retain such documentation for at least five (5) years.
- (c) Before the Casino Gaming Licensee grants any employee access to the system of records maintained by the Commission, it shall provide the Commission with the name, social security number and date of birth of

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such employee. Upon the termination of employment of such employee or the reassignment of such employee to a position that no longer requires him to access the system of records, the Casino Gaming Licensee shall immediately notify the Commission of such termination or reassignment. The information contained within the system of records is confidential and must not be disclosed by such employee or the Casino Gaming Licensee.

(d) If the Casino Gaming Licensee determines, after accessing the system of records maintained by the Commission, that a person seeking employment or renewal as a casino employee or casino key employee with such licensee is not temporarily licensed or licensed as a casino employee or casino key employee, and is not subject to objection, suspension or revocation, the casino licensee shall provide the person with a form for application, the child support statement promulgated in § 175-10.1-925 and instruct the person to:

1. Complete the form for application and the child support statement;
2. Obtain two complete sets of fingerprints;
3. Complete an online payment by credit or debit card through the Commission's online gaming employee licensure system or obtain a money order, cashier's check or voucher in the amount promulgated by the Commission in accordance with these Regulations, or arrange for the casino licensee to make the payment; and
4. Unless otherwise promulgated by the chairman, complete the application for gaming employee licensure online via the Commission's online gaming employee licensure system or return a completed paper application for licensure to the licensee in a sealed envelope, or in any other confidential manner permitted by the Commission, for the casino licensee's submission to the Commission.

(e) If the Casino Gaming Licensee determines, after accessing any system of records maintained by the Commission, that a person seeking employment or renewal as a casino employee or casino key employee with such licensee is subject to objection, suspension or revocation, the Casino Gaming Licensee shall:

- (1) Not accept an application for licensure from such person; and
- (2) Notify the person that he must contact the Commission in order to pursue reversal or removal of such objection, suspension or revocation.

(f) The Casino Gaming Licensee which instructs a person to obtain two complete sets of fingerprints shall be responsible for payment of the fees charged by the Commonwealth, the Federal Bureau of Investigation, or any other agency the Commission approves, for processing such fingerprints.

(g) Upon receipt of an application for licensure, the Casino Gaming Licensee shall mail or deliver it to the Commission within five (5) business days.

(h) The application for licensure is confidential and shall not be accessed or used for any purpose by a licensee unless otherwise permitted by law, or prior, written consent is given by the person seeking employment.

(i) The Casino Gaming Licensee shall immediately reassign to a position that does not require licensure as a casino employee or casino key employee a person it has employed or contracted with as a casino employee or casino key employee if the Executive Director notifies a licensee that the temporary or provisional licensure or licensure of the person it has employed as a casino employee or casino key employee has been objected to by the Executive Director, or otherwise suspended or revoked. The Casino Gaming Licensee also may, in its sole judgment, terminate the employment relationship.

(j) On or before the tenth (10th) day of each month, the casino licensee shall submit a written report to the Commission containing the name, social security number, position held, and date of hire of each casino or casino key employee (temporary, provisional or otherwise) hired during the previous month.

(k) On or before the tenth (10th) day of the ensuing month after a calendar quarter, the casino licensee shall enter a termination date for all casino employees or casino key employees (temporary, provisional or otherwise) terminated or separated from service within the preceding quarter into the Commission's online gaming employee licensure system or submit a written report to the Commission containing the name, social security number, position held, and date of termination or separation of all casino employees or casino key employees (temporary, provisional or otherwise) terminated or separated from service within the preceding quarter.

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(l) The casino licensee must maintain a photo of every gaming employee employed by the licensee. The licensee shall maintain the photo for a period of no less than 5 years after the date in which the gaming employee is no longer employed by the licensee as a gaming employee. The photo must be large enough and of sufficient clarity to be able to clearly identify the gaming employee from the photo. The photo may be in the form of a photograph or it may be digitally stored, but it must be capable of being reproduced and provided at the request of the Commission.

(m) Any violation of 175-10.1-1925(a) or (b) constitutes an unsuitable method of operation and shall be grounds for disciplinary action by the Commission in accordance with the Act and the Regulations.

§ 175-10.1-1930 System of Records: Contents; Confidentiality.

- (a) The Commission shall create and maintain a system of records that:
1. Contains information regarding each person who is licensed as a casino employee or casino key employee; and
 2. Identifies each person whose licensure as a casino employee or casino key employee has expired, was objected to by the Executive Director, or was otherwise suspended or revoked.
- (b) The system of records may be accessed by the Commission at any time and in any manner and may only be accessed by the Casino Gaming Licensee by on-line Internet connection or in person during the Commission's normal office hours and only by those persons or entities authorized by the Commission.

§ 175-10.1-1935 Petition for Hearing to Reconsider Objection to Registration or to Reconsider Suspension or Revocation of Registration.

(a) Any person whose application for licensure as a casino employee or casino key employee has been objected to by the Executive Director, or whose licensure as a casino employee or casino key employee has been suspended or revoked pursuant to these Regulations, may request a hearing for reconsideration of the final administrative or judicial action which resulted in such objection, suspension or revocation.

(b) The aggrieved person may obtain the reconsideration hearing by filing a petition with the Commission which sets forth the basis of the request for reconsideration. The aggrieved person shall, upon filing such petition, include the child support statement promulgated in § 175-10.1-925 and, if requested by the Commission, two new complete sets of fingerprints together with the fee charged therefore.

(c) Upon receipt of a petition, the Commission shall conduct an investigation of the person who filed such petition and schedule a hearing. At the hearing, the Commission or its appointee shall take any testimony deemed necessary. The Commission may appoint a hearing examiner and authorize that person to conduct the hearing, including, but not limited to, any of the functions required of the Commission in the case of hearing conducted pursuant to these Regulations or the APA.

(d) After conducting a hearing pursuant to subsection (c), the Commission or its appointee shall render a decision sustaining, modifying or withdrawing the objection which shall be mailed to the person within forty five (45) days after the date of the hearing; or

(e) The Commission, in reviewing a decision or recommendation of the Executive Director, may sustain, modify or reverse the decision or recommendation of the Executive Director or any appointed hearing officer or remand the petition to the Executive Director or hearing officer for such further investigation or reconsideration as the commission may order.

(f) An aggrieved person who files a petition pursuant to this regulation may submit a written request for withdrawal of such petition to the Commission at any time before the Commission has acted upon a decision or recommendation of the Executive Director or appointee.

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§ 175-10.1-1940 Criminal Conviction Grounds for Revocation or Suspension. The Commission may revoke or suspend the casino employee license or casino key employee license or finding of suitability of a person who is convicted of a crime, even though the convicted person's post conviction rights and remedies have not been exhausted, if the crime or conviction discredits or tends to discredit the Commonwealth or the gaming industry.

§ 175-10.1945 Violation of Law or Regulations. Violation of any provision of the Act or of these Regulations by a casino employee or casino key employee shall be deemed contrary to the public health, safety, morals, good order and general welfare of the inhabitants of the Commonwealth and grounds for suspension or revocation of a license. Acceptance of a Commonwealth gaming license or renewal thereof by a licensee constitutes an agreement on the part of the licensee to be bound by all of the regulations of the Commission as the same now are or may hereafter be amended or promulgated. It is the responsibility of the licensee to keep himself informed of the content of all such regulations, and ignorance thereof will not excuse violations.

Part 2000 CHIPS AND TOKENS

§175-10.1-2001	Approval of Chips and Tokens; Applications and Procedures
§175-10.1-2005	Specifications for Chips and Tokens
§175-10.1-2010	Specifications for Chips
§175-10.1-2015	Specifications for Tokens
§175-10.1-2020	Use of Chips and Tokens
§175-10.1-2025	Redemption and Disposal of Discontinued Chips and Tokens
§175-10.1-2030	Destruction of Counterfeit Chips and Tokens
§175-10.1-2035	Promotional and Tournament Chips and Tokens
§175-10.1-2040	Other Instrumentalities
§175-10.1-2045	Chips and Tokens Required

§ 175-10.1-2001 Approval of Chips and Tokens; Applications and Procedures.

(a) A licensee shall not issue any chips or tokens for use in its gaming establishment, or redeem any such chips or tokens, unless the chips or tokens have been approved in writing by the Commission. A licensee shall not issue any chips or tokens for use in its gaming establishment, or redeem any such chips or tokens, that are modifications of chips or tokens previously approved by the Commission, unless the modifications have been approved in writing.

(b) Applications for approval of chips, tokens, and modifications to previously-approved chips or tokens must be made, processed, and determined in such manner and using such forms as the Commission may prescribe. Only casino licensees or the manufacturer authorized by these licensees to produce the chips or tokens, may apply for such approval. Each application must include, in addition to such other items or information as the Commission may require:

- (1) An exact drawing, in color or in black-and-white, of each side and the edge of the proposed chip or token, drawn to actual size or drawn to larger than actual size and in scale, and showing the measurements of the proposed chip or token in each dimension;
- (2) Written specifications for the proposed chips or tokens;
- (3) The name and address of the manufacturer;
- (4) The licensee's intended use for the proposed chips or tokens; and
- (5) A verification upon oath or notarized affirmation, executed by the chief operating officer of the chip or token manufacturer, or a person with equivalent responsibilities, that it has a written system of internal control, approved by the Commission, which describes in detail the current administrative, accounting and security procedures which are utilized in the manufacture, storage and shipment of the chips, tokens and related material. The written system must include at a minimum, a detailed, narrative description of the procedures and controls implemented to ensure the integrity and security of the manufacturing process, from design through shipment, including

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but not limited to those procedures and controls designed specifically to:

- i. Provide for the secure storage or destruction of all pre-production prototypes, samples, production rejects and other nonsellable product.
- ii. Provide security over the finished art work, hubs, plates, dies, molds, stamps and other related items which are used in the manufacturing process.
- iii. Prevent the unauthorized removal of product from the production facility through the utilization of security devices such as metal detectors, and surveillance cameras.
- iv. Restrict access to raw materials, work-in-process, and finished goods inventories to authorized personnel.
- v. Establish procedures for documenting approval of production runs.
- vi. Establish and maintain a perpetual inventory system which adequately documents the flow of materials through the manufacturing process.
- vii. Establish procedures which reconcile the raw material used to the finished product on a job-by-job basis. Significant variances are to be documented, investigated by management personnel, and immediately reported to the Commission and to the licensee who authorized the manufacturer to produce the chips or tokens.
- viii. Provide for quarterly physical inventory counts to be performed by individual(s) independent of the manufacturing process which are reconciled to the perpetual inventory records. Significant variances are to be documented, investigated by management personnel, and immediately reported to the Division of Audit & Compliance.
- ix. Establish a framework of procedures which provide for the security and accountability of products and materials sent to or received from subcontractors or satellite production facilities.
- x. Document controls over the shipment of finished product, and
- xi. Provide such other or additional information as the Commission may require.

(c) The Commission may approve variations from the specific requirements of this regulation if in the opinion of the Commission the alternative controls and procedures meet the objectives of this regulation.

(d) If, after receiving and reviewing the items and information described by this regulation, the Commission is satisfied that the proposed chips, tokens and related information conform to the requirements of this regulation, the Commission shall notify the licensee or the manufacturer authorized by the licensee to produce the chips or tokens in writing and shall request, and the licensee or the manufacturer shall provide a sample of the proposed chips or tokens in final, manufactured form. If the Commission is satisfied that the sample conforms with the requirements of this regulation and with the information submitted with the licensee's application, the Commission shall approve the proposed chips or tokens and notify the licensee in writing. As a condition of approval of chips or tokens issued for use at the licensee's race book, sports pool, or specific table or counter game, the Commission may prohibit the licensee from using the chips or tokens other than at the book, pool, or specific game. The Commission may retain the sample chips and tokens submitted pursuant to this Regulation.

(e) At the time of approval of a system of internal control, the Commission may require the manufacturer to provide, and thereafter maintain with The Casino Gaming Licensee, a revolving fund in an amount determined by the Commission, which amount shall not exceed \$10,000. The Commission and its staff may use the revolving fund at any time without notice, for the purpose of implementing the provisions of this regulation.

§ 175-10.1-2005 Specifications for Chips and Tokens.

(a) Chips and tokens must be designed, manufactured, and constructed in compliance with all applicable statutes, regulations, and policies of the United States, the Commonwealth, and other states, and so as to prevent counterfeiting of the chips and tokens to the extent reasonably possible. Chips and tokens must not deceptively resemble any current or past coinage of the United States or any other nation.

(b) In addition to such other specifications as the Committee may approve:

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1. The name of the issuing gaming establishment must be inscribed on each side of each chip and token, and "Saipan, CNMI" must be inscribed on at least one side of each chip and token;
2. The value of the chip or token must be inscribed on each side of each chip and token, other than chips used exclusively at roulette;
3. The manufacturer's name or a distinctive logo or other mark identifying the manufacturer must be inscribed on at least one side of each chip and token; and
4. Each chip must be designed so that when stacked with chips and tokens of other denominations and viewed on closed-circuit, black-and-white television, the denomination of the chip can be distinguished from that of the other chips and tokens in the stack.

(c) The Commission may approve any other thickness, dimension, size, shape, denomination and material for chips and tokens as it deems necessary and prudent.

§ 175-10.1-2010 Specifications for Chips.

(a) Unless the Commission approves otherwise, chips must be disk-shaped, must be .130 inch thick, and must have a diameter of:

1. 1.55 inches, for chips used at games other than baccarat;
2. 1.55 inches or 1.6875 inches, for chips used at baccarat; and
3. 1.6875 inches, for chips used exclusively at race books and sports pools or other counter games.

(b) Each side of each chip issued for use exclusively at a race book, sports pool, or particular game must bear an inscription clearly indicating that use of the chip is so restricted.

(c) The Commission may approve any other thickness, dimension, size, shape, denomination and material for chips as it deems necessary and prudent.

§ 175-10.1-2015 Specifications for Tokens.

(a) Unless the Commission approves otherwise, tokens must be disk-shaped and must measure as follows:

1. No token may be smaller than 1.459 inches or larger than 1.95 inches in diameter, and no token may be from 1.475 through 1.525 inches in diameter;
2. One dollar denomination tokens must be from 1.459 through 1.474 inches in diameter, from .095 through .115 inch thick, and, if the token has reeds or serrations on its edges, the number of reeds or serrations must not exceed 150;
3. Five dollar denomination tokens must be 1.75 inches in diameter, from .115 through .135 inch thick, and, if the token has reeds or serrations on its edges, the number of reeds or serrations must not exceed 175;
4. Twenty-five dollar denomination tokens must be larger than 1.75 inches but no larger than 1.95 inches in diameter (except that such tokens may be 1.654 inches (42 millimeters) in diameter if made of 99.9 percent pure silver), must be .10 inch thick, and, if the token has reeds or serrations on its edges, the number of reeds or serrations must not exceed 200; and
5. Tokens of other denominations must have such measurements and edge reeds or serrations as the chairman may approve or require.

(b) The Commission shall not approve any tokens of denominations lower than one dollar.

(c) Tokens must not be manufactured from material possessing sufficient magnetic properties so as to be accepted by a coin mechanism, other than that of a slot machine.

(d) Tokens must not be manufactured from a three-layered material consisting of a copper-nickel alloy clad on both sides of a pure copper core, nor from a copper-based material, unless the total of zinc, nickel, aluminum, magnesium, and other alloying materials is at least 20 percent of the token's weight.

(f) The Commission may approve any other thickness, dimension, size, shape, denomination and material for

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tokens as it deems necessary and prudent.

§ 175-10.1-2020 Use of Chips and Tokens.

- (a) Chips and tokens are solely representatives of value which evidence a debt owed to their custodian by the Casino Gaming Licensee and are not the property of anyone other than the licensee.
- (b) The Casino Gaming Licensee uses chips or tokens at its gaming establishment shall:
1. Comply with all applicable statutes, regulations, and policies of the Commonwealth and of the United States pertaining to chips or tokens;
 2. Issue chips and tokens only to patrons of its gaming establishment and only at their request;
 3. Promptly redeem its own chips and tokens from its patrons by cash or check drawn on an account of the licensee;
 4. Post conspicuous signs at its establishment notifying patrons that federal law prohibits the use of the licensee's tokens, that Commonwealth law prohibits the use of the licensee's chips, outside the establishment for any monetary purpose whatever, and that the chips and tokens issued by the licensee are the property of the licensee, only; and
 5. Take reasonable steps, including examining chips and tokens and segregating those issued by other licensees to prevent the issuance to its patrons of chips and tokens issued by any other casino.
- (c) The Casino Gaming Licensee shall not accept chips or tokens as payment for any goods or services offered at the licensee's gaming establishment with the exception of the specific use for which the chips or tokens were issued, and shall not give chips or tokens as change in any other transaction. Notwithstanding the foregoing, Value chips of \$500 dollars or less may be accepted as payment for food or beverage in the gaming areas of the operations of the casino operator licensee's operations in the Commonwealth.
- (d) The Casino Gaming Licensee shall not redeem its chips or tokens if presented by a person who the licensee knows or reasonably should know is not a patron of its gaming establishment, except that a licensee shall promptly redeem its chips and tokens if presented by an employee or key employee of the licensee who presents the chips and tokens in the normal course of employment.
- (e) The Casino Gaming Licensee shall redeem its chips and tokens if presented by an agent of the Commission in the performance of his official duties or on behalf of another governmental agency.
- (f) The Casino Gaming Licensee shall not knowingly issue, use, permit the use of, or redeem chips or tokens issued by any other licensee.
- (g) Chips whose use is restricted to uses other than at table games or other than at specified table games may be redeemed by the issuing licensee at table games or non-specified table games if the chips are presented by a patron, and the licensee redeems the chips with chips issued for use at the game, places the redeemed chips in the table's drop box, and separates and properly accounts for the redeemed chips during the count performed pursuant to the licensee's system of internal control required by Part 500.

§ 175-10.1-2025 Redemption and Disposal of Discontinued Chips and Tokens.

(a) If the Casino Gaming Licensee permanently removes from use or replaces approved chips or tokens at its gaming establishment, or ceases operating its gaming establishment whether because of closure or sale of the establishment or any other reason, must prepare a plan for redeeming discontinued chips and tokens that remain outstanding at the time of discontinuance. The licensee must submit the plan in writing to the Commission not later than sixty (60) days before the proposed removal, replacement, sale, or closure, unless the closure or other cause for discontinuance of the chips or tokens cannot reasonably be anticipated, in which event the licensee must submit the plan as soon as reasonably practicable. The Commission may approve the plan or require reasonable modifications as a condition of approval. Upon approval of the plan, the licensee shall implement the plan as approved.

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(b) In addition to such other reasonable provisions as the Commission may approve or require, the plan must provide for:

1. Redemption of outstanding, discontinued chips and tokens in accordance with this regulation for at least one hundred twenty (120) days after the removal or replacement of the chips or tokens or for at least one hundred twenty (120) days after operations cease, as the case may be, or for such longer or shorter period as the Commission may for good cause approve or require;
2. Redemption of the chips and tokens at the premises of the gaming establishment or at such other location as the Commission may approve;
3. Publication of notice of the discontinuance of the chips and tokens and of the redemption and the pertinent times and locations in at least two newspapers of general circulation in the Commonwealth at least twice during each week of the redemption period, subject to the Commission's approval of the form of the notice, the newspapers selected for publication, and the specific days of publication;

(c) Conspicuous posting of the notice described in paragraph (b) at the gaming establishment or other redemption location; and

(d) Destruction or such other disposition of the discontinued chips and tokens as the Commission may approve or require.

§ 175-10.1-2030 Destruction of Counterfeit Chips and Tokens.

(a) As used in this section, "counterfeit chips or tokens" means any chip- or token-like objects that have not been approved pursuant to these Regulations, including objects commonly referred to as "slugs," but not including coins of the United States or any other nation. "Law enforcement officer" includes any sworn officer of the Commonwealth or the United States of America. "Attorney General" means the Attorney General for the Commonwealth.

(b) Unless a law enforcement officer or the Attorney General instructs or a court of competent jurisdiction orders otherwise in a particular case, the Casino Gaming Licensee shall destroy or otherwise dispose of counterfeit chips and tokens discovered at its establishments in such manner as the Commission may approve or require.

(c) Unless a law enforcement officer instructs or a court of competent jurisdiction orders otherwise in a particular case, the Casino Gaming Licensee may dispose of coins of the United States or any other nation discovered to have been unlawfully used at their establishments by including them in their coin inventories or, in the case of foreign coins, by exchanging them for United States currency or coins and including same in their currency or coin inventories, or by disposing of them in any other lawful manner.

(d) The Casino Gaming Licensee shall record, in addition to such other information as the Commission may require:

1. The number and denominations, actual and purported, of the coins and counterfeit chips and tokens destroyed or otherwise disposed of pursuant to this section;
2. The month during which they were discovered;
3. The date, place, and method of destruction or other disposition, including, in the case of foreign coin exchanges, the exchange rate and the identity of the bank, exchange company, or other business or person at which or with whom the coins are exchanged; and
4. The names of the persons carrying out the destruction or other disposition on behalf of the licensee.

(e) The Casino Gaming Licensee shall maintain each record required by this subsection for at least five (5) years, unless the Commission approves or requires otherwise.

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§ 175-10.1-2035 Promotional and Tournament Chips and Tokens.

(a) Promotional chips must be designed, manufactured, approved, and used in accordance with the provisions of the regulations applicable to chips and tokens, except as follows:

1. Promotional chips must be of such shape and size and have such other specifications as the Commission may approve or require;
2. Each side of each promotional chip must conspicuously bear the inscription "No Cash Value";
3. Promotional chips must not be used, and licensees shall not permit their use, in transactions other than the promotions or tournaments for which they are issued; and
4. The provisions of section § 175-10.1-2025 shall not apply to promotional chips.

§ 175-10.1-2040 **Other Instrumentalities.** Other instrumentalities with which gaming is conducted must be designed, manufactured, approved, used, discontinued, destroyed, or otherwise disposed of in accordance with the provisions of Regulations applicable to chips and tokens, except that such other instrumentalities must be of such shape, size, and design and have such other specifications as the Commission may approve or require; and the Commission, in its sole and absolute discretion, may deny approval of instrumentalities other than chips and tokens or may grant approval subject to such conditions as it considers appropriate.

§ 175-10.1-2045 **Chips and Tokens Required.** All wagering must be conducted with chips, tokens, wagering instruments or other instrumentalities approved by the Commission, or with wagering credits or the legal tender of the United States.

Part 2100 CARD GAMES

§175-10.1-2101	Card Game Drop Box Procedures
§175-10.1-2105	Sale of Stakes
§175-10.1-2110	Accounting for Transactions between Card Table Bank and Card Room Bank
§175-10.1-2115	Limitations on the Use of Card Room Banks and Card Table Banks
§175-10.1-2120	Rake-off and Time Buy-in
§175-10.1-2125	Shills Prohibited
§175-10.1-2130	Proposition Players Prohibited
§175-10.1-2135	Restrictions on Other Players
§175-10.1-2140	Posting of Rules

§ 175-10.1-2101 Card Game Drop Box Procedures.

(a) Each card table shall have one card game drop box with the drop slot located at least four inches in front of the table tray and to the right thereof, unless the table is equipped with a drop slot located at least two inches to the right of and even with the top right-hand corner of the table tray, with a cover over the drop slot, which when activated will cause the rake to drop directly into the drop box. The card game drop box shall be a locked container marked with a permanent number corresponding to a permanent number on the card table and permanently marked to indicate game and shift, all of which markings shall be clearly visible at a distance of twenty (20) feet. The locked container shall be locked to the card table and shall be separately keyed from the container itself.

(b) All card game drop boxes shall be removed from their respective card tables at the times previously designated in writing to the Commission. The removal of card game drop boxes shall be without any interruptions so that an observer may be able to observe the markings on the boxes. The boxes must be transported directly to the room designated for counting where they shall be stored in a secure place or immediately counted.

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§ 175-10.1-2105 Sale of Stakes. No cash or chips received for the sale of stakes shall be commingled with any rake-offs or other compensation received by the licensee from the players for the right to play.

§ 175-10.1-2110 Accounting for Transactions between Card Table Bank and Card Room Bank.

(a) When the card table bank is to be replenished with chips from the card room bank, all cash or chips to be transferred must be counted down by the dealer in public view on the card table and verified by the person who transports the cash or chips.

(b) The transfer shall be preceded by the placement of appropriately designated marker buttons (lammer) on the card table of a value equivalent to the cash or chips to be transferred to the card room bank. Such marker buttons may only be removed by the dealer after the transaction has been completed. A transfer document noting the terms of the transfer is also allowable.

(c) Upon written Commission approval, those licensees wishing to utilize the casino cage in lieu of a card room bank may do so provided that the same procedures as set forth in § 175-10.1-2110, § 175-10.1-2115, and related provisions thereto, shall be followed by the casino cage for such transactions.

§ 175-10.1-2115 Limitations on the Use of Card Room Banks and Card Table Banks.

(a) Card room banks shall be used exclusively for the purposes of the maintenance of card table banks used in card games, and the issuance of chips to and redemption of chips from players.

(b) Card table banks shall be used only for the purposes of making change or handling player buy-ins.

§ 175-10.1-2120 Rake-off and Time Buy-in.

(a) Rake-offs shall not exceed twenty percent (20%) of all sums wagers in the hand. Rake-offs shall only be pulled from the pot by the dealer in an obvious manner after each wager and call or at the completion of the hand. The rake-off shall be placed in a designated rake circle and shall remain in the designated rake circle until a winner is declared and paid. The rake-off shall then be dropped into the card game drop box.

(b) The designated rake circle must be clearly visible to all players and shall be positioned in a location on the table where it is at least four inches from and in front of the table tray and at least eight inches from the table drop slot, unless the table is equipped with a drop slot located at least two inches to the right of and even with the top right-hand corner of the table tray, with a cover over the drop slot, which when activated will cause the rake to drop directly into the drop box; such drop slot shall serve as the rake circle.

(c) All time buy-ins or other fees charged shall be immediately placed into the card game drop box.

§ 175-10.1-2125 Shills. The use of shills by a casino licensee is prohibited.

§ 175-10.1-2130 Proposition Players Prohibited. The use of proposition players by a casino licensee is prohibited.

§ 175-10.1-2135 Restrictions on Other Players.

(a) Stakes players shall not be utilized by any licensee.

(b) No dealer may wager in any game in which he is dealing.

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§ 175-10.1-2140 Posting of Rules.

- (a) The rules of each game shall be posted and be clearly legible from each table and must designate:
1. The maximum rake-off percentage, time buy-in, or other fee charged.
 2. The number of raises allowed.
 3. The monetary limit of each raise.
 4. The amount of ante.
 5. Other rules as may be necessary.

Part 2200 EXCLUDED AND EXCLUDABLE PERSONS

§175-10.1-2201	Casino Licensee's Right to Exclude Patrons
§175-10.1-2205	List of Exclusion and Ejection
§175-10.1-2210	Definitions
§175-10.1-2215	Entry of Names
§175-10.1-2220	Distribution and Contents of the List
§175-10.1-2225	Notice of Candidacy
§175-10.1-2230	Hearing
§175-10.1-2235	Petition to Remove from the List
§175-10.1-2240	Duty of Licensee to Exclude
§175-10.1-2245	Programs to Address Problem Gambling
§175-10.1-2250	Under 21 Years of Age
§175-10.1-2255	Special Exclusion Area

§ 175-10.1-2201 Casino Licensee's Right to Exclude Patrons.

- (a) The casino licensee or operator may refuse service to and refuse entry to or reject from the premises any patron or potential patron as such licensee or operator sees fit.
- (b) The casino licensee or operator may establish and enforce a dress code for its patrons and a code of conduct for its patrons, and any person who fails to comply with such codes on the premises may, at the discretion of the casino licensee or operator, be deemed an undesirable person and ejected or excluded from the premises.
- (c) The rights to refuse service and of exclusion and ejection granted in subsections (a) and (b) above do not include the rights to base such refusal, exclusion and/or ejection on the basis of the patron's race, ethnicity, color, creed, religion, national origin, ancestry or sex. The licensee shall not violate any applicable federal or Commonwealth law that prohibits discrimination by private persons against individuals generally or against any protected class of individuals.

§ 175-10.1-2205 List of Exclusion and Ejection.

- (a) The Commission hereby declares that the exclusion or ejection of certain persons from licensed gaming establishments which conduct pari-mutuel wagering or operate any race book, sports pool or games, is necessary to effectuate the policies of the Act and to maintain effectively the strict regulation of licensed gaming. Accordingly, the Commission hereby establishes a list of persons who are to be excluded or ejected from licensed gaming establishments that conduct gaming, wagering, pari-mutuel wagering or operate any horse race book, sports pool or games because their presence therein is determined by the Commission to pose a threat to the interests of the Commonwealth or to licensed gaming, or both.
- (b) The Commission may include a person on the list if the Commission finds to its satisfaction that the person:
- (1) Has a prior conviction of a crime which is a felony in this Commonwealth or under the laws of the United States, or a crime involving moral turpitude or a violation of the gaming laws of any state;
 - (2) Has violated or conspired to violate the provisions of the Act or these Regulations relating to:

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- (i) The failure to disclose an interest in a gaming establishment for which the person must obtain a license; or
- (ii) Willful evasion of fees or taxes;
- (3) Has a notorious or unsavory reputation which would adversely affect public confidence and trust that the gaming industry is free from criminal or corruptive elements; or
- (4) is the subject of a written order of a tribunal or governmental agency which authorizes the exclusion or ejection of the person from an establishment at which gaming or pari-mutuel wagering is conducted.

(c) A finding that any one criteria listed in (b) above is sufficient for inclusion.

(d) Evidence of notorious or unsavory reputation, as that term is used in (b)(3) above, may be established by, among other things, identification of a person's criminal activities in published reports of various federal and state legislative and executive bodies that have inquired into various aspects of criminal activities including but not limited to the following:

1. California Crime Commission;
2. Chicago Crime Commission;
3. McClellan Committee (Senate Subcommittee on Investigation);
4. New York Waterfront Commission;
5. Pennsylvania Crime Commission Report;
6. Senate Permanent Subcommittee on Investigations;
7. State of Colorado Organized Crime Strike Force;
8. President's Commission on Organized Crime;
9. Nevada Gaming Control Commission and Board

(e) Further, evidence of notorious or unsavory reputation as that term is used in (b)(3) above, may be established by, among other things, identification of a person's criminal activities with respect to wagering on or attempting to influence the result of a collegiate sport or athletic event in a published report by:

1. Any federal, state or local legislative, executive or judicial body or officer; or
2. Any association of colleges and universities devoted to the regulation and promotion of intercollegiate athletics, including, but not limited to the National Collegiate Athletic Association.

§ 175-10.1-2210 Definitions.

As used in this Part, the following terms shall have the following meanings:

1. "Candidate" means any person who the Commission believes should be placed on the list.
2. "Excluded person" means any person who has been placed upon the list by the Commission and who has failed to timely request a hearing as provided in these Regulations, or who remains on the list after a final determination by the Commission. The term shall be synonymous with "ejected person" or "listed person."
3. "List" means a list of names of persons who are required to be excluded or ejected from licensed gaming establishments that conduct pari-mutuel wagering or operate any horse race book, sports pool or games. The term shall be synonymous with "exclusion list."

§ 175-10.1-2215 Entry of Names.

The Commission may place on the list the name of any person who, by reason of any of the criteria set forth in 175-10.1-2205(b) is to be excluded or ejected from licensed gaming establishments that conduct pari-mutuel wagering or operate any horse race book, sports pool or games, whenever such exclusion or ejection is in the best interests of the Commonwealth or of licensed gaming, after the same has been determined as hereinafter provided:

1. Before a name is placed on the list, the Commission shall first informally review the information and evidence in its possession and make a determination that there is sufficient reason to believe that any one of the criteria specified in 175-10.1-2205(b) is applicable to the candidate. At least two Members

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- shall concur in such decision at an investigative hearing, but no formal meeting of the Commission shall be required to reach a decision.
2. Except as hereinafter provided, the operative effect of such list shall not occur as to any given individual until such time as that person whose name has been placed upon the list has had notice and an opportunity for a hearing as provided for by this regulation, and until such time as the Commission's decision becomes final.
 3. The commission may grant a stay upon appropriate terms.

§175-10.1-2220 Distribution and Contents of the List.

- (a) The list shall be open to public inspection and shall be distributed to:
 1. Every licensed gaming establishment within the Commonwealth that conducts pari-mutuel wagering or operates any game;
 2. Law enforcement agencies situated in the Commonwealth.
- (b) The following information and data shall be provided for each excluded person:
 1. The full name and all aliases the person is believed to have used;
 2. Description of the person's physical appearance, including height, weight, type of build, color of hair and eyes, and any other physical characteristics which may assist in the identification of the person;
 3. Date of birth;
 4. The effective date the person's name was placed on the list;
 5. A photograph and the date thereof.

§175-10.1-2225 Notice of Candidacy.

- (a) After the Commission has determined an individual should be placed upon the list, notice of such determination shall be given to said person by:
 1. Personal service;
 2. Certified mail to the address of such person last known to the Commission;
 3. Posting on the Commission's website, in the Commission's Office, on the first floor of the Governor's executive building in Capitol Hill, Saipan and the first floor of the Judicial complex in Susupe, Saipan; or
 4. Publication once a day for seven (7) consecutive days in a newspaper of general circulation, published in Saipan, CNMI.
- (b) All reasonable efforts shall be made to give such candidate actual notice of the proceedings, but the methods of notice are cumulative, and each may be utilized with, after, or independently of the above-stated or other methods of notice.
- (c) A notice shall be directed to the candidate by his full name and by any aliases known to the Commission and shall state in essence as follows:

TO: (Name of candidate)

You are hereby notified that the Commonwealth Casino Commission deems you to be a person to be excluded from licensed gaming establishments within the area subject to its jurisdiction that conduct pari-mutuel wagering or operate any horse race book, sports pool or games, other than slot machines only, for the reasons specified in 175-10.1-2205(b) [designate subsection or subsections as grounds]. You are further advised that you may request, within thirty (30) days from the date of service, a hearing before the Commonwealth Casino Commission pursuant to the regulations of the commission so as to show cause why your name shall be excluded from said list.

DATED this ___ day of _____, 20-----.
(Executive Director)

- (d) In the event notice by publication is made, the notice shall specify that the request for hearing may be made any time within sixty (60) days after the last day of publication.

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(e) After a candidate has requested a hearing before the Commission, the candidate shall be entitled to receive, upon request, a bill of particulars from the Executive Director specifying the grounds upon which a determination of exclusion was made. Such bill of particulars shall be furnished the candidate at least twenty (20) days prior to the hearing before the Commission.

(f) In the event a candidate does not request a hearing, the Executive Director will file with the Commission the bill of particulars heretofore specified, and the Commission may make its decision thereon and any other information it may request from the Executive Director.

§175-10.1-2230 Hearing.

(a) The procedures, rights, and remedies specified in these Regulations for the conduct of proceedings before the Commission in the applicable sections of these Regulations shall apply to any hearings provided to the candidate. As used throughout the above-mentioned sections of these Regulations dealing with Hearings, the following terms shall have the following meanings:

1. "Respondent" shall mean "candidate";
2. "Complaint" shall mean "notice of exclusion," or "bill of particulars";
3. "Notice of defense" shall mean "request for hearing."

(b) Written notice of the Commission's decisions shall be given to the candidate and to all licensed gaming establishments within the Commonwealth that conduct pari-mutuel wagering or operate any game.

(c) When the Commission determines a person should not be placed upon the list, or should be removed pursuant to the provisions of section 175-10.1-2235, notice of the decision shall be made in the same manner as notice under 175-10.1-2225, and additionally in the case of removal proceedings under section 175-10.1-2235, notice shall be given to all licensed gaming establishments within the state that conduct pari-mutuel wagering or operate any horse race book, sports pool or games.

§175-10.1-2235 Petition to Remove from the List.

(a) Any person who, after a final determination by the Commission, has been placed upon the list may petition the Commission in writing and request that his name be removed from such list. The petition shall be verified and state with specificity the grounds believed by the petitioner to constitute good cause for removal of his name.

(b) The Commission shall have ninety (90) days in which to entertain such petition, after which time the Commission shall either set the petition for hearing or deny the petition. In the event the Commission elects to entertain the petition, a date for hearing shall be specified, and thereafter the procedures specified in section 175-10.1-2230 above shall apply.

(c) The record of evidence and testimony, if any, used by the Commission in making its original determination of exclusion may be considered by the Commission; provided, however, said record shall not be reopened except upon the express consent of the Commission. Unless otherwise allowed by the Commission, only evidence relevant as to the ground specified in the petition shall be heard; provided, however, the Commission may request additional investigation in this regard. The burden of showing good cause for removal shall at all times rest with the petitioner.

§175-10.1-2240 Duty of Licensee to Exclude.

(a) The area within a licensed gaming establishment from which an excluded person is to be excluded is every portion of said gaming establishment including but not limited to the casino, bar, lounge, and all other related facilities of said gaming establishment.

(b) Whenever an excluded person enters or attempts to enter or is upon the premises of a licensed gaming establishment and is recognized by the licensee, its agents or employees, then the licensee and its agents or employees must do the following:

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1. Immediately notify the Commission of the presence of the excluded person in any area of the gaming establishment;
2. Request such excluded person to not enter or if on the premises to immediately leave;
3. Notify the appropriate local law enforcement agency and the Commission if such excluded person fails to comply with the request of the licensee, its agents or employees.

(c) Failure to request such excluded person to leave or to prohibit entry of such person upon its premises in a timely fashion or failure to properly notify the Commission of the presence of such excluded person is an unsuitable method of operation.

(d) Catering to any excluded person, including the granting of complimentary room, food or beverage or the issuance of credit to any such person, by any licensed gaming establishment is an unsuitable method of operation.

§175-10.1-2245 Programs to Address Problem Gambling.

(a) The Casino Gaming Licensee shall post or provide in conspicuous places in or near gaming and cage areas and cash dispensing machines located in gaming areas written materials concerning the nature and symptoms of problem gambling and the toll-free telephone number of the National Council on Problem Gambling or a similar entity approved by the Executive Director that provides information and referral services for problem gamblers.

(b) The Casino Gaming Licensee shall implement procedures and training for all employees who directly interact with gaming patrons in gaming areas. That training shall, at a minimum, consist of information concerning the nature and symptoms of problem gambling behavior and assisting patrons in obtaining information about problem gambling programs. This subsection shall not be construed to require employees of licensees to identify problem gamblers. Each licensee shall designate personnel responsible for maintaining the program and addressing the types and frequency of such training and procedures.

(c) The Casino Gaming Licensee shall implement a program containing the elements described below, as appropriate, that allows patrons to self-limit their access to the gaming area, issuance of credit, check cashing, or direct mail marketing by that licensee. As appropriate, such program shall contain, at a minimum, the following:

1. The development of written materials for dissemination to patrons explaining the program;
2. The development of written forms allowing patrons to participate in the program;
3. Standards and procedures that allow a patron to be prohibited from access to the gaming area, check cashing, the issuance of credit, and the participation in direct mail marketing of gaming opportunities;
4. Standards and procedures that allow a patron to be removed from the licensee's direct mailing and other direct marketing regarding gaming opportunities at that licensee's location; and
5. Procedures and forms requiring the patron to notify a designated office of the licensee within 10 days of the patron's receipt of any financial gaming privilege, material or promotion covered by the program.

(d) The Executive Director may request that the Casino Gaming Licensee submit any of the elements of the licensee's problem gambling programs described in (b) or (c) above to the Executive Director for review. If the Executive Director makes an administrative determination that the licensee's program does not adequately address the standards as set forth above, then the Executive Director may issue such a determination identifying the deficiencies and specifying a time certain within which such deficiencies must be cured. Any licensee affected by such an administrative determination may appeal the determination to the Commission.

(e) Failure by the Casino Gaming Licensee to comply with the requirements of (a), establish the programs set forth in (b) or (c) above, or to cure a deficiency identified pursuant to subsection (d), constitutes an unsuitable method of operation and is grounds for disciplinary action.

§175-10.1-2250 Under 21 Years of Age. The Casino Licensee shall exclude from the gaming areas of a casino individuals under 21 years of age, except such lawful employees of the casino or of a resort complex or other facility of which the casino forms a part as the Commission determines by regulation may be present in such areas.

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§175-10.1-2255 Special Exclusion Area. The Casino Licensee may designate any portion of a casino or Live Training Facility as a place where a fee may be charged to any patron for entry under such terms and conditions as the Commission shall approve.

PART 2300 MISCELLANEOUS

§ 175-10.1-2301	Definitions
§ 175-10.1-2305	Persons Ineligible for Employment
§ 175-10.1-2310	Commission Ineligible for Employment
§ 175-10.1-2315	Gambling by Commission Prohibited
§ 175-10.1-2320	Gambling by Licensees Prohibited
§ 175-10.1-2325	Internship Programs

§ 175-10.1-2301 Definitions. In this Part, "immediate family" means an unemancipated child residing in the Member's household, a spouse of the Member, or an individual claimed by that Member or that Member's spouse as a dependent for tax purposes.

§ 175-10.1-2305 Persons Ineligible for Employment.

(a) Members of the 18th CNMI legislature and their immediate family shall not be paid or receive any financial consideration nor shall they be retained as independent contractors or employed directly or indirectly by any casino licensed under this chapter in its current form or as amended, or by said casino's affiliates or agents, for a period of five years beginning from the date of the issuance of said casino's license.

(b) The casino licensed under the Act must certify to the Commission yearly in a document signed by the Casino's chief executive officer and chief financial officer that no financial consideration or payment has been made to any prohibited person in violation of this regulation

§ 175-10.1-2310 Commission Ineligible for Employment. No member, employee, or agent of the Commission shall knowingly be an employee of or have any business or financial association with or interest in any casino or casino service provider licensee under this title or any business reasonably related to such license.

§ 175-10.1-2315 Gambling by Commission Prohibited.

(a) No member, officer, employee, or agent of the Commission shall play any game in or make any bet or wager:

- (1) in the casino under the jurisdiction of the Commission;
- (2) in any other gaming establishment reasonably associated with any such casino; or
- (3) in any gaming establishment, the owner, lessee, operator, or manager of which is an applicant for a license from the Commission, or is a potential applicant that has entered into discussions with the Commission prior to such application and has not clearly abandoned its interest in a license, or is reasonably associated with such an applicant or potential applicant; unless such playing of games or making of bets or wagers is done in the course of the officer's, employee's, or agent's employment with the Commission."

§ 175-10.1-2320 Gambling by Licensees Prohibited. No owner, lessee, operator, manager, officer, employee, agent, or other person associated with a casino licensed under this chapter shall play any game or make any bet or wager in such casino.

§175-10.1-2325 Internship Programs.

(a) The casino licensee may enter into approved agreements with approved entities to provide internship training opportunities to qualified interns.

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- (b) The casino licensee may not enter into any internship agreement that is not an approved agreement and may not enter into any internship agreement with an entity that is not an approved entity.
- (c) The casino licensee may provide internship opportunities only to qualified interns. The casino licensee may not provide internship opportunities to interns who are not qualified.
- (d) Participation in an approved agreement is a privilege, is not a right of any kind, and is subject to the continuing approval of the Executive Director, who may withdraw or rescind his approval at any time for any reason, with or without prior notice to the casino licensee, the approved entity or the intern.
- (e) The Executive Director may charge a fee for applying and/or participating in an approved internship program. Such fees shall be paid by the proposed intern or the entity and shall not exceed \$50.00 for fingerprinting and licensure. The proposed intern must provide, at the intern's expense, police clearances as may be required by the Executive Director sufficient to demonstrate good character of the applicant.
- (f) For the purpose of this section, the following terms have the following meanings:
- (1) "approved agreement" or "approved agreements" means an agreement approved by the Executive Director, which will specifically determine the time, place, manner, scope, duration and location of permissible internship activity;
 - (2) "approved entity" or "approved entities" means the Northern Marianas College, the Workforce Investment Agency and any other entity approved by the Executive Director;
 - (3) "qualified intern" or "qualified interns" means a person of at least 18 years of age deemed suitable by the Executive Director. In making this determination, the Executive Director shall use the suitability standards in these Regulations for casino employment.

Part 2400 CLOSING OF BUSINESS; INSOLVENCY

§ 175-10.1-2401	Surrender of License on Closing of Business
§ 175-10.1-2405	Closing Due to Natural Disasters
§ 175-10.1-2410	Insolvency of a Licensee

§ 175-10.1-2401 Surrender of License on Closing of Business.

(a) If a gaming establishment is conveyed to a secured party who does not possess the licenses necessary to operate the establishment, and the licensee ceases gaming operations as a result, the licensee must immediately surrender his gaming license and, upon written notification from the Commission that the surrender is accepted, the license shall be deemed to have lapsed. The Commission may, upon its own initiative or upon a request by the former secured party of the establishment, petition a court for the appointment of a supervisor to ensure the continuation of the gaming operation upon lapse of the license.

(b) Except as provided in subsection (a), any licensee who surrenders, abandons or quits his licensed establishment, or who closes all of his licensed games for a period exceeding one (1) month, shall within ten (10) days after surrendering, quitting or abandoning his licensed establishment or so closing his games, surrender his license to the Commission. The Commission may, upon request, authorize closing for longer periods; however, such extension will not permit closing for an entire calendar quarter.

§ 175-10.1-2405 Closing Due to Natural Disasters.

(a) Subsection (b) of § 175-10.1-2401 shall not apply if the Commission authorizes closure of any licensed gaming establishment that temporarily ceases the operation of all licensed games because of natural disaster, fire or other physical destruction of the licensed gaming establishment. In such circumstances, the licensee shall notify the Commission of the circumstances requiring closure of the licensed games pending rebuilding or repair of the premises; the anticipated duration of the closure; and the intent of the licensee to commence operation as soon as rebuilding or repairs have been completed. Upon receipt of such notice, the Commission, if satisfied that

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the premises are in fact unusable for continuing gaming, may authorize closure for such time as is necessary provided that any and all fees continue to be paid when they become due.

(b) Any licensee granted temporary closure by the Commission under subsection (a) is a continuing gaming licensee subject to the provisions of the Act and Regulations adopted thereunder, and shall also be subject to such conditions, by way of placement of a bond, reporting, or otherwise, as may be deemed necessary by the Commission.

§ 175-10.1-2410 Insolvency of a Licensee.

(a) In the event that a casino licensee files any petition with the bankruptcy court for relief as a debtor or has such a petition filed against it, or a receiver is appointed for such licensed business or an assignment of such business is made for the benefit of creditors, the licensee, trustee, receiver or assignee, as the case may be, shall immediately notify the Commission of such fact in writing. Such written notice shall have attached a copy of the petition filed with the court, and any relevant court orders such as orders appointing trustees, receivers, or assignees.

(b) No licensed establishment shall be operated by any trustee, receiver or assignee for the benefit of creditors until such operation has been authorized by the Commission. In an emergency situation, any three members of the Commission may authorize the continuation of such operation pending action by the Commission.

(c) Any such trustee, receiver, or assignee desiring to continue operation of the licensed establishment shall immediately make application for permission to do so. Application shall be made in the same manner as an application for an initial license; but the operation, if approved, shall be deemed to continue under the existing license of the establishment.

(d) Permission for such trustee, receiver, or assignee to continue the operation of the licensed establishment may be summarily withdrawn at any time in the discretion of the Commission without the necessity of any hearing or proceedings for revocation or suspension.

PART 2500

PENALTIES

§175-10.1-2501	Legislative Mandate
§175-10.1-2505	Suspension of Penalties
§175-10.1-2510	Definitions
§175-10.1-2515	Theories of Liability
§175-10.1-2520	Casino Operator Licensee Liability
§175-10.1-2525	Multiple Offenses from Single Action
§175-10.1-2530	Self-Reporting Determination
§175-10.1-2535	Determination of Offense Level
§175-10.1-2540	Mandatory Offense Levels
§175-10.1-2545	Penalties
§175-10.1-2550	Burden of Proof

§175-10.1-2501 Legislative Mandate.

(a) The Legislature has granted the Commission the responsibility to levy fines and penalties for the violation of provisions of the gaming act and the regulations promulgated and orders issued by the Commission.

(b) The Legislature has required that these Regulations, at a minimum, provide civil penalties for the violation of provisions of the law or regulations imposed under this chapter as well as penalties for the late payment of applicable fines, or fees.

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§175-10.1-2505 Suspension of Penalties. The Commission may suspend, reduce, or rescind any penalty imposed at any time upon such terms as it deems just.

§175-10.1-2510 Definitions.

As used in this Part, unless the context plainly requires a different definition:

(a) "offense" means a violation of any: federal, state or Commonwealth law; federal, state or Commonwealth Regulation; any order issued by the Commission; any Internal Control Standard approved by the Commission; or any Minimum Internal Control Standard ordered by the Commission.

(b) "Person" means a person or business entity who is or who must be licensed, regulated or registered by the Commission.

§175-10.1-2515 Theories of Liability.

(a) Every person is punishable as a principal who, by action or omission, commits an offense.

(b) Every person is punishable as a principal who aids, abets, counsels, commands, induces, or procures the commission of an offense.

(c) Every person is punishable as a principal who causes an act to be done, which, if directly performed by that person, would be an offense.

(d) No distinction is made between principals in the first and second degrees, and no distinction is made between a principal and what has heretofore been called an accessory before the fact.

(e) Every person who, knowing that an offense has been committed, receives, relieves, comforts, or assists the offender in order to hinder or prevent the offender's discovery, trial, punishment, or administrative adjudication, is an accessory after the fact and punishable as a principal.

(f) Every person who has knowledge that an offense has been committed who does not immediately inform the Commission of the occurrence of the offense and the facts surrounding the offense is punishable as a principal.

§175-10.1-2520 Casino Operator Licensee Liability.

(a) The casino licensee is liable for the offenses of its casino key employees and casino employees as if the casino licensee had committed the offense.

(b) Both the employee and the casino licensee may be fined separately for the acts and omissions of the employee.

(c) The employee and the casino licensee may be fined in different amounts for the acts and omissions of the employee.

§175-10.1-2525 Multiple Offenses from Single Action or Omission.

(a) A single action or omission which violates multiple laws, regulations, orders or the like may be charged as multiple offenses and multiple punishments may be levied for each offense.

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(b) By way of example, an action or omission which violates federal law, Commonwealth law, and a Commission Regulation is three distinct offenses.

§175-10.1-2530 Self-Reporting Determination. The Commission, the Executive Director, or the Hearing Examiner, as the case may be, shall determine whether the licensee immediately, promptly or belatedly self-reported the offense (and the facts giving rise thereto) to the Commission, or whether the licensee failed to report the offense.

§175-10.1-2535 Determination of Offense Level.

(a) For each offense not listed in §175-10.1-2140, the Commission, the Executive Director, or the Hearing Examiner, as the case may be, shall determine whether the offense should be penalized as a minor offense, an intermediate offense, or a major offense and impose the penalty permitted by §175-10.1-2145.

(b) In making the determination required by (a) above, the Commission, the Executive Director, or the Hearing Examiner, as the case may be, shall consider the totality of the circumstances, including but not limited to: whether the offense was an act of commission or omission; the self-reporting determination required by §175-10.1-2130; whether the licensee promptly accepted responsibility for the offense; whether the licensee has committed any previous offenses in the Commonwealth; whether the licensee has committed any previous offenses in any other jurisdiction; the relative harm suffered by the Commonwealth; the relative harm suffered by the gaming industry generally; and any other aggravating or mitigating factor deemed relevant.

(c) The Commission, the Executive Director, or the Hearing Examiner, as the case may be, may determine that an offense has occurred and may determine the offense level after a hearing or by a stipulation with the licensee.

§175-10.1-2540 Mandatory Offense Levels.

(a) Unless the Commission, the Executive Director, or the Hearing Examiner, as the case may be, determines that substantial aggravating factors exist such that a higher offense level is appropriate, the following are minor offenses: negligently allowing a person under 21 to loiter on the gaming floor; failing to affix a required signature to a required report; failing to timely file a report (for fewer than 48 hours);

(b) Unless the Commission, the Executive Director, or the Hearing Examiner, as the case may be, determines that substantial aggravating factors exist such that a higher offense level is appropriate, the following are intermediate offenses: intentionally allowing a person under 21 to loiter on the gaming floor; negligently allowing a person under 21 to place a wager; failing to timely file a report (for more than 48 but fewer than 96 hours); failing to make any tax, fee, or penalty payment when due (for fewer than 12 hours);

(c) The following are major offenses: failing to make any tax, fee, or penalty payment when due (for more than 12 hours); paying a minor a winning wager; intentionally allowing methamphetamine possession or sales on the premises; violating FINSEN and money laundering-type laws and regulations.

§175-10.1-2545 Penalties.

(a) Each Minor offense may be punished by: no punishment; a written warning; a fine not to exceed \$10,000 and/or (in the case of a licensee NOT the casino operator) suspension of the license for a period not to exceed

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one month).

(b) Each Intermediate offense may be punished by: a fine not to exceed \$20,000 and/or (in the case of a licensee NOT the casino operator) suspension of the license for a period not to exceed six months).

(c) Each Major offense may be punished by: no punishment; a written warning; a fine not to exceed \$50,000 and/or (in the case of a licensee NOT the casino operator) suspension of the license for any period of time up to and including license revocation.

(d) The casino operator license may be suspended or modified at the discretion of the Commission upon a finding that one or more major offenses have occurred.

(e) The casino operator license may be terminated at the discretion of the Commission upon a finding that major offenses have repeatedly occurred.

(f) Any time a license is suspended for any period of time, the Commission or Executive Director may impose restrictions and conditions of any type deemed necessary which must be followed by the licensee after the period of suspension has ended.

§175-10.1-2550 Burden of Proof. In an enforcement hearing the Executive Director must prove the alleged violation by a preponderance of the evidence. Once a violation is established, the violator bears the burden of proving by a preponderance of the evidence that the Executive Director failed to assess the penalty in accordance with these Regulations.

PART 2600

JUNKETS AND COMPLIMENTARY

175-10.1-2601	Definitions
175-10.1-2605	Licensure and Registration Required
175-10.1-2610	Rolling Chip Program
175-10.1-2615	Adherence to Regulations and Orders
175-10.1-2620	Junket Key Employees
175-10.1-2625	Form and Content of Junket Agreements
175-10.1-2630	Obligation of Casino Licensee and Junket Operators
175-10.1-2635	Methods, Procedures and Forms
175-10.1-2640	Required Fees
175-10.1-2645	Complimentary
175-10.1-2650	Prohibited Complimentary Activity

175-10.1-2601 Definitions.

- (a) As used in this part, the following terms have the following definitions, unless the context clearly requires a different definition:
- (1) "Junket" means an independent activity, in and for organizing, promoting or conduct of a casino marketing arrangement in or with respect to a licensed casino, arranged by a Junket Operator for a player or group of players to visit and participate in gaming activities at the casino(s) operated by the Casino Licensee.
 - (2) "Junket activity" means activities undertaken by a Junket Operator in furtherance of a Junket, whether or not conducted in the CNMI.

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- (3) "Junket Agreement" means a contract between the Casino Licensee and the Junket Operator that states the terms and conditions in relation to the organizing, promoting or conduct of a casino marketing arrangement in or with respect to a casino licensed by the Commission, and the terms of rebate or other rewards from the Junket Activity payable to the Junket Operator by the Casino Licensee.-
- (4) "Junket Operator" means an individual or business entity other than the casino licensee, who engages in Junket Activity.
- (5) "Junket Operator License" means the license granted by the Commission to the Junket Operator to engage in Junket Activity under and subject to these Regulations.
- (6) "Junket Representative" means any individual who is directly or indirectly employed by a Junket Operator; and who conducts Junket Activity in or concerning the casino(s) operated by the Casino Licensee.

175-10.1-2605 Licensure and Registration Required.

- (a) All Junket Operators must be licensed by the Commission.
- (b) All Junket Representatives must be registered with the Casino Licensee before any Junket Activity can be conducted at the casino(s) of the Casino Licensee.
- (c) It is an unsuitable method of operation for the Casino Licensee to permit a Junket Operator or Junket Representative to conduct any Junket Activity at the casino(s) of the Casino Licensee, unless the Junket Operator has been licensed by the Commission and the junket Representative has been registered with the Casino Licensee.
- (d) A Junket Operator must meet with the criteria and standards of Part 900 in applying for a Junket Operator License. The Commission has absolute discretion to deny, suspend or revoke a Junket Agent License at any time. A Junket Operator License shall be valid for two (2) years.
- (e) The Commission has authority to grant a Provisional Junket Operator License upon submission by an applicant, to the satisfaction of the Commission, of all required fees and forms, and a current license issued for the same or substantially the same activities as the Junket Activity and issued by a gaming regulatory authority from the United States of America, Australia, South Korea, Macao, Singapore, or any other country as approved by the Commission. The Provisional Junket Operator License shall be valid for a period not to exceed one (1) year. Any person or entity that holds a Provisional Junket Operator License may apply for a Junket Operator License at any time during the period of provisional licensure.

175-10.1-2610 Rolling Chip Program.

- (a) The licensee may utilize a rolling chip program for junket or non-junket patrons only as authorized by the Commission or the Executive Director.
- (b) As used in this subsection, the definition of "rolling chip program" has the definition as the term is traditionally used in gaming in Asia and includes, but is not limited to the use of "dead", "non-negotiable", or "free play" chips.

175-10.1-2615 Adherences to Regulations and Orders.

- (a) No Junket may be organized or permitted and no Junket Activity of any kind may occur or be permitted except in accordance with the provisions of these Regulations and the Orders of the Commission.
- (b) No person may act as a Junket Operator, except in accordance with the provisions of these Regulations and the Orders of the Commission.
- (c) The Commission is empowered to condition, suspend or revoke the Junket Operator License or to enter

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any Order necessary for the regulation of Junket Activity. The Commission or Executive Director is allowed to suspend or terminate the registration of any junket representative.

- (d) The Commission shall have the authority to determine, either by regulation, Order, or upon petition by the holder of a casino license, that a type of arrangement otherwise included within the definition of "Junket" established by this Part shall not require compliance with any or all of the requirements of this section. In granting exemptions, the Commission shall consider such factors as the nature, volume and significance of the particular type of arrangement, and whether the exemption would be consistent with the public policies established by the Act and these Regulations. In applying the provisions of this section, the Commission may condition, limit, or restrict any exemption as the Commission may deem appropriate.
- (e) All Junket Operators and Junket Representatives who engage in Junket Activity must, at all times, comply with all CNMI and Federal laws and regulations.

175-10.1-2620 Key Employees for Junket Activity.

- (a) Any employee or board member of the casino licensee or an affiliate of a casino licensee who engages in any Junket Activity including, inducing junket patrons to wager or negotiating terms of any rebate or commission for junket activity shall be licensed as a casino key employee in accordance with the provisions of these Regulations; provided, however, that said licensee need not be a resident of the Commonwealth.
- (b) Any employee or board member of the casino licensee or an affiliate of the casino licensee who make decisions concerning the extension or collection of credit to junket operators or patrons must be licensed as casino key employees, regardless of whether they reside in the Commonwealth.

175-10.1-2625 Form and Content of Junket Agreements.

- (a) Every Junket Agreement must contain all terms and conditions between the Casino Licensee and the Junket Operator; and must be in writing and signed by all parties.
- (b) Every junket agreement entered into by a casino licensee and a junket operator or representative shall be deemed to include a provision for its termination without liability on the part of the casino licensee, if the Commission orders the termination upon the suspension, limitation, conditioning, denial or revocation of the licensure of the junket operator, or as a penalty imposed against the casino licensee. Failure to expressly include such a condition in the agreement shall not constitute a defense in any action brought to terminate the agreement.
- (c) A copy of all Junket Agreements shall be provided to the Commission upon execution of the contract.

175-10.1-2630 Obligation of Casino Licensee and Junket Operator.

- (a) The Casino Licensee must keep a log of the Junket Representatives registered by the Junket Operator and make it available to the Commission upon request.
- (b) The Commission may order restitution or impose penalties or such other relief as the Commission considers fit against the Junket Operator for any violation or deviation from the terms of any of these Regulations or activities of a Junket Operator and limit or prohibit the engagement of any Junket Operator by the Casino Licensee.

175-10.1-2635 Methods, Procedures and Forms.

- (a) The Commission or the Executive Director shall, by Order prescribe methods, procedures and forms for

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the delivery and retention of information concerning the conduct of a Junket by the Casino Licensee and persons engaged in Junket Activity.

- (b) The failure to follow any ordered method or procedure or the failure to complete or submit any ordered form is an unsuitable method of operation.

175-10.1-2640 Required Fees.

- (a) Application for a Junket Operator License must be submitted to the Commission with a non-proratable, non-refundable license fee of \$1,000.
- (b) The regular Junket Operator License shall be valid for a period of two (2) years unless revoked by the Commission. A non-proratable, non-refundable license fee of \$1,000 shall be payable to the Commission for each renewal.
- (d) The application for a Provisional Junket Operator License must be submitted to the Commission with a non-proratable and non-refundable license fee of \$1,000. The Provisional License is valid for one year.

175-10.1-2645 Complimentary.

- (a) The Licensee may engage in a program of extending wagering chips, instruments, or credits as allowed by Commission Order or by Order of the Executive Director.
- (b) Complimentary/Promotional Chips, instruments and wagering credits used as wager shall form part of table capital and therefore be included in the Gross Gaming Revenues.
- (c) No money expended on any complimentary item or service shall be deducted from Gross Gaming Revenues.

175-10.1-2650 Prohibited Complimentary Activity.

- (a) The licensee shall not offer or provide complimentary cash, chips, wagering credits or instruments to any restricted person at any time.
- (b) The licensee may offer or provide complimentary room, food, beverage, transportation, or (non-wagering) entertainment expenses to restricted persons only if such good, service, or discount is offered to all members of the general public in like circumstance.
- (c) As used in this section, "restricted person" means any Commonwealth board member, officer, or employee.

PART 2700 SURVEILLANCE

§ 175-10.1-2701	General Surveillance Requirement
§ 175-10.1-2705	Surveillance Department; Independence
§ 175-10.1-2710	Control and Access
§ 175-10.1-2715	Casino Floor Plan
§ 175-10.1-2720	Dedicated Coverage Generally
§ 175-10.1-2725	Specific Surveillance Requirements
§ 175-10.1-2730	Surveillance Room Access and Control
§ 175-10.1-2735	Mandatory Monitoring and Recording

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- § 175-10.1-2740 Surveillance Release Log
- § 175-10.1-2745 Panic Alarms
- § 175-10.1-2750 Duty to Notify Commission

§175-10.1-2701 General Surveillance Requirement. Closed circuit surveillance systems and surveillance coverage of the casino operator licensee shall continuously comply with all requirements of the Regulations and the MICS promulgated by the Commission by Rule or Order.

§175-10.1-2705 Surveillance Department; Independence.

- (a) The casino licensee shall have a Surveillance Department. The Surveillance Department shall be independent of all other departments and headed by a Vice President who also may head the Security Department.
- (b) Surveillance personnel shall have no other duties within the operation.
- (c) Surveillance personnel are prohibited from receiving or consuming any intoxicating substance while on the premises.
- (d) Surveillance Department members are not allowed to accept tips, gratuities or gifts of any kind from any player or patron.

§175-10.1-2710 Control and Access.

- (a) Unless otherwise specifically authorized by the Commission, only Surveillance and Commission personnel shall be permitted direct or indirect control, use of, or access to Surveillance Department camera systems or Surveillance Department room.
- (b) Security may operate a closed circuit television (CCTV) system to monitor non-gaming areas. Surveillance may have access or override authority for Security's CCTV. However, Security shall not have access to the system operated by Surveillance.
- (c) The Vice President in charge of Surveillance may have a surveillance monitor and related equipment necessary to select and direct various Surveillance Department cameras in his office offsite at the Casino Licensee's sole risk; however, both the Surveillance Department and CCC shall be able to override the controls in the Vice President for Surveillance's office. Neither the Surveillance Department nor the Vice President for Surveillance shall have the capability to monitor any camera inside the Commission's Surveillance room. A video recorder shall be maintained by the Surveillance Department that records all video displayed on the Vice President for Surveillance's monitor. Video recordings from the Vice President for Surveillance's recorder shall be maintained by the Surveillance Department for at least 30 days and be immediately available to any Commission agent upon request.
- (d) Neither the Casino's Surveillance Department nor the Vice President for Surveillance shall have the ability to view any camera in the Commission's Surveillance room.

§175-10.1-2715 Casino Floor Plan.

- (a) A copy of the current casino floor plan showing the placement of all surveillance cameras shall be posted in the Surveillance Department room within 24 hours of any change.

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- (b) A copy of the current casino floor plan showing the placement of all surveillance cameras shall be provided to the Commission for posting in the Commission's surveillance room within 24 hours of any change.
- (c) The floor plans referred to in (a) and (b) shall list whether each camera is fixed or PTZ.
- (d) The Casino floor plans (both former and current) are deemed confidential and not suitable for public inspection or copying.

§175-10.1-2720 Dedicated Coverage Generally.

- (a) All required dedicated camera coverage shall remain in the Commission approved position.
- (b) When changes to required dedicated camera coverage are needed, the CCC shall approve the new coverage prior to use.
- (c) The Commission's order approving surveillance coverage is deemed confidential and not subject to public inspection or copying.
- (d) All PTZ cameras will have a commission approved home position.

§175-10.1-2725 Specific Surveillance Requirements.

- (a) Surveillance coverage of slot machines shall provide sufficient clarity to read both the asset number and game outcome.
- (b) Surveillance coverage of table games shall meet the following standards:
 - (1) Fixed cameras shall provide views that enable a layperson to clearly determine table number, chip values, cash denominations, card values (including pips, face cards [K, Q or J] and, if relevant, suits), and game outcome (e.g., ability to reconstruct hands);
 - (2) Dedicated coverage of the game outcome on table games is only required for games which do not have an automated game history that records at least the last 50 rounds of play;
 - (3) Table bank trays, betting areas and card placement shall be continuously covered. Rail-to-rail fixed coverage is not required;
 - (4) Player's and Dealer's hands shall be recorded by Surveillance anytime the person's hands touch cards, chips in the betting area, or the chip tray. If table size or field of view is such that one fixed camera cannot provide the required coverage, whatever number of cameras needed to meet the coverage requirements shall be used;
 - (5) If PTZ cameras are used to provide the required continuous coverage, they shall be locked in position dedicated to that location and shall function as a fixed camera;
 - (6) Any signage displaying the value of a progressive or bad beat award shall have dedicated coverage.
- (c) Surveillance coverage in the cage shall be recorded with sufficient clarity to identify all paperwork and the denomination of chips and currency.
- (d) Surveillance coverage of the entry and exit areas shall be sufficiently clear to permit identification of persons.

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- (e) Panic alarms shall be audible in the Surveillance room.

§175-10.1-2730 Surveillance Room Access and Control.

(a) Unless otherwise specifically authorized by CCC, access to the surveillance room is restricted to Surveillance and CCC personnel. Management higher than the Vice President for Surveillance may enter the room if accompanied by a CCC agent and their access shall be recorded on a Surveillance Ingress/Egress Log.

(b) Any person other than a person listed in (a) needing access to the surveillance room shall obtain prior permission of the Commission and their access shall be recorded on a Surveillance Ingress/Egress Log.

(c) The Executive Director shall be notified prior to internal or external auditors accessing the surveillance room. Auditor access shall be limited to the following:

- (1) Internal Audit may access the surveillance room to perform audit work up to 30 hours per calendar quarter. Additional hours may be granted by the Executive Director upon request; and
- (2) External Audit personnel may access the surveillance room to perform audit work up to 15 hours per calendar quarter. Additional hours may be granted by the Executive Director upon request.

(d) The surveillance equipment in the casino's surveillance room shall be able to monitor and record without being overridden by anyone other than the CCC. Only Surveillance and Commission personnel shall have the ability to monitor the camera(s) installed in the casino's surveillance room.

(e) The surveillance equipment in the Commission's surveillance room shall be able to monitor and record without being overridden. Only Commission personnel shall have the ability to monitor the camera(s) installed in the Commission's surveillance room.

§175-10.1-2735 Mandatory Monitoring and Recording.

(a) Surveillance personnel shall video record in its entirety and continuously monitor all drops and counts, including drops and counts of pooled dealer, cage cashier and slot attendant tips.

(b) The Commission may require monitoring and requiring of any other event the Commission deems necessary in the MICS.

§175-10.1-2740 Surveillance Release Log.

(a) A Surveillance Release Log shall be maintained recording who receives a copy of video recordings.

(b) The casino operator shall provide all images and recordings to the Commission or its agent upon request.

(c) Video recordings of criminal or regulatory investigations or violations shall not be released to anyone without the approval of a CCC agent, except that images or recordings of the outside of the facility and surrounding areas and roadways may be freely given upon request of any law enforcement officer acting in his or her official capacity.

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§175-10.1-2745 Panic Alarms.

- (a) Whenever panic alarms are activated the Commission and Security shall be notified.
- (b) Tests of all panic alarms shall be conducted as required by the Commission.

§175-10.1-2750 Duty to Notify Commission.

- (a) Surveillance personnel must immediately inform the Commission any time illegal activities or violations of regulations, MICS, or internal controls are suspected.
- (b) If a video recording exists of the suspected illegal activity or violation of regulations or MICS, the surveillance personnel must immediately notify the Commission agent of the video recording's existence.

PART 2800

SECURITY

§ 175-10.1-2801	General Security Requirement
§ 175-10.1-2805	Surveillance Department; Independence
§ 175-10.1-2810	Mandatory Reporting
§ 175-10.1-2815	Security Incident Log
§ 175-10.1-2820	Emergency Response Plan
§ 175-10.1-2825	Minimum Internal Controls
§ 175-10.1-2830	Casino Access Control: Minors
§ 175-10.1-2835	Casino Access Control: Visibly Intoxicated Persons
§ 175-10.1-2840	Prohibition on Transactions

§175-10.1-2801 General Security Requirement. Security systems and personnel of the casino operator licensee shall continuously comply with all requirements of the Regulations and the Minimum Internal Control Systems (MICS) promulgated by the Commission by Rule or Order.

§175-10.1-2805 Security Department; Independence.

- (a) The casino licensee shall have a Security Department. The Security Department shall be independent of all other departments.
- (b) Security personnel shall only report to and be supervised by a Vice President who also may supervise Surveillance.
- (c) Security personnel are prohibited from receiving or consuming any intoxicating substance while on the premises.
- (d) Security personnel are not allowed to accept tips, gratuities or gifts of any kind from any player or patron.

§175-10.1-2810 Mandatory Reporting.

- (a) Security personnel shall promptly report to the Commission any facts which the licensee has reasonable grounds to believe indicate a violation of law (other than minor traffic violations), or Commission rules (to include Commission Regulations, MICS, Internal Control Systems, and other orders of the Commission) committed by

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licensees, their employees or others, including, without limitation, the performance of licensed activities different from those permitted under their license.

(b) The Commission shall also be immediately notified of all inquiries made by law enforcement or other government officials concerning the conduct of any licensee.

§175-10.1-2815 Security Incident Log. The Commission shall be provided, on a weekly basis, a copy of the Security Incident Log of all Security Incident Reports generated during the reporting period.

§175-10.1-2820 Emergency Response Plan. Security personnel shall be trained to implement the mandatory Emergency Response Plan which the casino operator must submit to the Commission for review.

§175-10.1-2825 Minimum Internal Controls.

(a) In addition to any other requirement required by the Commission, the casino licensee's Internal Control System shall contain detailed procedures, including who participates in each activity, their duties and responsibilities, forms completed, signatory responsibilities, and all applicable controls for the following:

- (1) Medical emergencies;
- (2) intoxicated persons;
- (3) disorderly/disruptive patrons; and
- (4) eviction procedures.

(b) The Internal Control System shall include detailed procedures for preparation and processing of Security Incident Reports, including who participates, their duties and responsibilities, signatory requirements, distribution and all applicable controls.

(c) The Commission shall promulgate by Order or rule other Minimum Internal Controls for the Security Department and every other department of the casino licensee.

§175-10.1-2830 Casino Access Control: Minors.

(a) Persons under 21 years of age shall not be permitted access to the casino floor unless licensed by the Commission.

(b) Persons under 21 years of age shall not be allowed to loiter near a gaming table or machine.

(c) Persons under 21 years of age shall not be allowed to place a wager.

(d) Persons under 21 years of age shall not be allowed to collect a winning wager in any manner.

(e) The enforcement of admission and gambling restrictions for persons under 21 years of age shall include, at a minimum, checking their government-issued photo identification.

TITLE 175: COMMONWEALTH CASINO COMMISSION REGULATIONS

§175-10.1-2835 Casino Access Control: Visibly Intoxicated Persons.

- (a) Persons who are visibly intoxicated shall not be permitted access to or allowed to remain on the casino floor.
- (b) Persons who are visibly intoxicated shall not be allowed to place a wager.

§175-10.1-2840 Prohibition on Transactions.

- (a) Security personnel shall not conduct cash transactions without approval of the CCC agent on duty.
- (b) Security personnel shall not conduct chip or ticket redemptions without approval of the CCC agent on duty.

SUBCHAPTER 175-10.2 COMMISSION CODE OF ETHICS

Part 001 CODE OF ETHICS

§175-10.2-101	Commission to Follow Government Ethics Act
§175-10.2-105	Responsibilities of Public Office
§175-10.2-110	Commission Policies
§175-10.2-115	Conflict of Interest
§175-10.2-120	Political Activity

§175-10.2-101 Commission to follow government Ethics Act. The Commission and its employees shall be subject to and follow the Government Ethics Act found in 1 CMC § 8501 et. seq.

§ 175-10.2-105 Responsibilities of Public Office. Individuals appointed to the Commission are agents of the public and serve for the benefit of the public. They shall uphold and act in accordance with the Constitution of the United States of America, the Constitution of the Commonwealth of the Northern Mariana Islands, and the rules, Regulations and policies pursuant to the Act and the Government Ethics Act.

§ 175-10.2-110 Commission Policies. Commissioners and staff shall comply fully with the policies and standard procedures approved by the Commission.

§ 175-10.2-115 Conflict of Interest.

There is a public trust to be protected from the danger of conflict of interest.

- (a) A conflict occurs when an official's responsibilities, duties or activities conflict with the official's private interests, whether they are of a business, family, social or other nature.
- (b) A Commissioner has an automatic conflict of interest in matters affecting a Commissioner's spouse, children and siblings. A Commissioner must automatically refrain from voting or engaging in any discussions relating to such family members.
- (c) Commissioners and Commission staff shall comply with the following Conflict of Interest restrictions:
 1. Shall not use their office/staff to seek employment or conduct business.
 2. Shall not use their position to obtain private gain or advantage for themselves, a relative or an entity in which they have a present or potential financial interest.
 3. Shall not disclose or use confidential information that is not generally available to the public for his/her own or another person's financial benefit.

TITLE 175: COMMONWEALTH CASINO COMMISSION REGULATIONS

4. Shall not participate in transactions that they may influence if they know that a spouse, child, or sibling has a substantial financial interest.
5. Shall not use public funds, time or equipment for their own private gain, unless authorized by law.
6. Shall not participate in, vote on, influence or attempt to influence an official decision if they, or the business they are associated with, have a financial interest or can potentially benefit from the matter, unless the interest or benefit is incidental to their position or would normally accrue to them in their profession, occupation or class.
7. Shall not participate or engage in any conduct or activity that is prohibited by the Act.

§ 175-10.2-115 Political Activity.

Each Commissioner, Executive Director and Commission staff must be aware of the rules that limit permissible political activity. The following is intended to highlight the kind of activities that can and cannot be engaged in.

(a) Permissible Activities:

1. Voting for the candidate of his/her choice.
2. Expressing opinions on all political subjects and candidates.
3. Membership in any political party, organization or club.
4. Making voluntary contributions to a political organization for its general expenditures.
5. Lobbying and supporting public, Legislative or other Constitutional amendments.

(b) Prohibited Activities:

1. Use of Commission funds, time, personnel or equipment for political activity unless that use is authorized by law or is incidental to a legally authorized or required activity.
2. Engaging in the discharge, promotion, demotion or changing of the status or compensation of any other official or employee or promising or threatening to do so.
3. Handing over to other officials or staff any money or other thing of value to promote any political objective.
4. Use of their office or the Commission or influence to interfere with an election, or affect its results, or coerce the political action of any person or party.
5. Being obliged to contribute to any political fund, render any political service or be removed for refusing to do so.
6. Pressuring or coercing staff to participate in political activities or to support political parties or candidates under threat of losing one's employment.
7. Soliciting or receiving political contributions from anyone while on Commission time or on Commission or government property.
8. Campaigning for any candidate for public office during official working hours.
9. Promoting or opposing legislation relating to programs of departments on behalf of the Commission in contravention of Commission authority.



Commonwealth Healthcare Corporation

Commonwealth of the Northern Mariana Islands
1 Lower Navy Hill Road Navy Hill, Saipan, MP 96950



Commonwealth of the Northern Mariana Islands
Commonwealth Healthcare Corporation
Esther L. Muna, Chief Executive Officer

PUBLIC NOTICE OF CERTIFICATION AND ADOPTION OF REGULATIONS OF THE COMMONWEALTH HEALTHCARE CORPORATION

PRIOR PUBLICATION IN THE COMMONWEALTH REGISTER
AS PROPOSED REGULATIONS
Volume 37, Number 9, pp 036943-063948 and 036882-036930,
SEPTEMBER, 28, 2015

Regulations of the Commonwealth Healthcare Corporation: Chapter 140-80.1, Procurement Regulations

ACTION TO ADOPT PROPOSED REGULATIONS: The Commonwealth of the Northern Mariana Islands, COMMONEALTH HEALTHCARE CENTER (CHCC), HEREBY ADOPTS AS PERMANENT regulations the Proposed Regulations which were published in the Commonwealth Register at the above-referenced pages, pursuant to the procedures of the Administrative Procedure Act, 1 CMC § 9104(a). The CHCC announced that it intended to adopt them as permanent, and now does so. (Id.) I also certify by signature below that:

- they are as published, such adopted regulations are a true, complete and correct copy of the referenced Proposed Regulations
- and that they are being adopted without modification or amendment

PRIOR PUBLICATION: The prior publication was as stated above.

MODIFICATIONS FROM PROPOSED REGULATIONS: NONE.

AUTHORITY: The Corporation is empowered by statute to adopt its own rules and regulations regarding procurement. 3 CMC Section 2824(g).

EFFECTIVE DATE: These Procurement Regulations initially went into effect on September 28, 2015 as Emergency Regulations pursuant to 1 CMC Section 9104(b) and (c) and 1 CMC Section 9105(b)(2) and are hereby being adopted as Permanent Regulations of the Commonwealth Healthcare Corporation

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pursuant to 1 CMC Section 9104(a).

COMMENTS AND AGENCY CONCISE STATEMENT: Pursuant to the APA, 1 CMC sec. 9104(a)(2), the agency has considered fully all written and oral submissions respecting the proposed regulations. Upon this adoption of the regulations, the agency, if requested to do so by an interested person, either prior to adoption or within 30 days thereafter, will issue a concise statement of the principal reasons for and against its adoption, incorporating therein its reasons for overruling the considerations urged against its adoption. Please see the following pages for this agency's concise statement, if there are any, in response to filed comments.

The adopted regulations were approved for promulgation by the Attorney General in the above-cited pages of the Commonwealth Register, pursuant to 1 CMC sec. 2153(e) (To review and approve, as to form and legal sufficiency, all rules and regulations to be promulgated by any department, agency or instrumentality of the Commonwealth government, including public corporations, except as otherwise provided by law).

I DECLARE under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 23rd day of November, 2015, at Saipan, Commonwealth of the Northern Mariana Islands.

Certified and ordered by:



ESTHER L. MUNA
CHCC CHIEF EXECUTIVE OFFICER

11/23/15
Date

Filed and
Recorded by:



ESTHER SN. NESBITT
Commonwealth Register

11.24.2015
Date

0 Form Notice of Final Adoption of Regs.wpd

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NORTHERN MARIANAS HOUSING CORPORATION

P.O. BOX 500514, Saipan, MP 96950-0514

PUBLIC NOTICE OF PROPOSED AMENDMENTS TO REGULATIONS CONTAINED IN THE SECTION 8 ADMINISTRATIVE PLAN FOR RENTAL ASSISTANCE PROGRAMS OF THE NORTHERN MARIANAS HOUSING CORPORATION

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234-7670
Fax: (670) 234-9021

INTENDED ACTION TO ADOPT PROPOSED AMENDMENTS TO THE SECTION 8 ADMINISTRATIVE PLAN FOR RENTAL ASSISTANCE PROGRAMS: The Board of Directors ("Board") of the Northern Marianas Housing Corporation ("NMHC"), intends to adopt as permanent regulations the attached Proposed Amendments to the Section 8 Administrative Plan for Rental Assistance Programs pursuant to the procedures of the Administrative Procedures Act ("APA"), 1 CMC § 9104(a) as decided at the Board's regular meeting of May 20, 2015. The Regulations would become effective 10 days after compliance with 1 CMC §§ 9102 and 9104 (a). (1 CMC § 9105(b))

AUTHORITY: The Board has authority pursuant to Executive order 94-3, Section 407 of Reorganization Plan No. 2 of 1994, Directive No. 138, and NMHC's Articles of Incorporation and Bylaws on file with the Registrar of Corporations on February 6, 1995.

TERMS AND SUBSTANCE: Regulation history: Proposed/Revised NMHC Section 8 Administrative Plan for Rental Assistance Programs as published in the Commonwealth Register in Volume 35, Number 10, pp 034400-034536 (October 28, 2013) and Adopted Volume 36, Number 02, pp 034701-034707 Com. Reg. (February 28, 2014).

THE SUBJECT AND ISSUES INVOLVED: The Proposed Amendments is add a new Subsection 1.6 Accounts and Records (24 CFR § 982.158) on procedures for maintaining accounts and other records under the programs in accordance with HUD requirements and to amend subsection 5.3 Closing the Waiting List (24 CFR § 982.206) to increase the number of applicants waiting list from 150 to 500.

DIRECTIONS FOR FILING AND PUBLICATION: The proposed amendments of the NMHC Section 8 Administrative Plan for Rental Assistance Programs shall be published in the Commonwealth Register in the section on proposed and newly adopted regulations (1 CMC § 9102(a)(1) and posted in convenient places in the Civic Center and in local government offices in each senatorial district, both in English and in the principal vernacular of both Chamorro and Carolinian. (1 CMC § 9104(a)(1).

TO PROVIDE COMMENTS: Send or deliver your comments to Jesse S. Palacios, Corporate Director, and NMHC to the following address, fax or email address, with the subject line "Proposed Amendments of the NMHC Section 8 Administrative Plan for Rental Assistance Programs."

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Email address: jspalacios@nmhc.gov.net

Comments are due within 30 days from the date of publication of this notice. Please submit your supporting data, views and arguments. (1 CMC § 9104(a)(2))

Submitted by: Edward C. Sablan 10/28/15
Edward C. Sablan
Acting Chairman
Date

Received by: Esther S. Fleming 11/18/15
Esther S. Fleming
Special Assistant for Administration
Date

Filed and Recorded by: Esther SN. Nesbitt 011-18-2015
Esther SN. Nesbitt
Commonwealth Register
Date

Pursuant to 1 CMC § 2153(e) (AG approval of regulations to be promulgated as to form) and 1 CMC § 9104(a)(3) (obtaining AG approval) the proposed amendments to NMHC Section 8 Administrative Plan for Rental Assistance Programs, attached hereto has been reviewed and approved as to form and legal sufficiency by the CNMI Attorney General and shall be published pursuant to, 1 CMC § 2153(f) (publication of rules and regulations).

Dated this 19 day of ~~September~~ ^{November}, 2015.

Edward Manibusan
EDWARD MANIBUSAN
Attorney General

**PROPOSED AMENDMENT TO THE SECTION 8 ADMINISTRATIVE
PLAN FOR RENTAL ASSISTANCE PROGRAMS
OF THE NORTHERN MARIANAS HOUSING CORPORATION**

That the following subsection **1.6 Accounts and Records (24 CFR § 982.158)** of Section 1: **BACKGROUND** is added to read as follows:

1.6 ACCOUNTS AND RECORDS (24 CFR § 982.158)

- A. NMHC must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements and in a manner/form required by HUD that permits a speedy and effective audit. NMHC must also furnish to HUD accounts and other records, reports, documents and information, as required by HUD; and in addition to HUD, the Comptroller General of the United States shall have full and free access to all NMHC offices and facilities, as well as all accounts and other records that are pertinent to administration of the program, including the right to examine or audit the records, and to make copies. Lastly, NMHC must prepare a unit inspection report.
- B. NMHC must keep and maintain the following during the term of each assisted lease, and for at least seven years thereafter:
- 1) A copy of the executed lease;
 - 2) The HAP contract; and
 - 3) The application from the family.
- C. NMHC must keep the following records for at least seven years:
- 1) Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
 - 2) An application from each ineligible family and notice that the applicant is not eligible;
 - 3) HUD-required reports;
 - 4) Unit inspection reports;
 - 5) Lead-based paint records as required by part 35, subpart B of this title;
 - 6) Accounts and other records supporting NMHC budget and financial statements for the program;
 - 7) Records to document the basis for NMHC determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
 - 8) Other records specified by HUD.

...

That the following subsection **5.3 Closing the Waiting List (24 CFR § 982.206)** of **Section 5: THE WAITING LIST AND PREFERENCE SYSTEM:** is amended to read as follows:

“NMHC shall accept applications only if the waiting list is minimized to 500 ~~150~~ or less applicants. Decisions to close the waiting list will also be based on the number of applications available for particular sizes of units available, the number of applicants who qualify for local preferences, and the ability of NMHC to house an applicant in an appropriate unit within a reasonable time. The closing of the waiting list, restricting intake, or re-opening the waiting list will be announced publicly in the newspaper with a general circulation, and the dates for both intake and closing of applications.”



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NUTISIAN PUPBLIKU PUT I MAPROPONI NA AMENDASION SIHA PARA I REGULASION SIHA NI HA SASAHGUAN GI HALUM I SEKSIONA 8 GI ADMINISTRATIVE PLAN PARA I PRUGRĀMAN ASISTENSIAN ATKILON SIHA GI NORTHERN MARIANAS HOUSING CORPORATION

I MA'INTENSION NA ĀKSION NA PARA U MA'ADĀPTA I MAPROPONI NA AMENDASION SIHA PARA I SEKSIONA 8 ADMINISTRATIVE PLAN PARA I PRUGRĀMAN ASISTENSIAN ATKILON SIHA : I Kuetpun Direktot siha ("Board") gi Northern Marianas Housing Corporation (" NMHC"), ha intensiona para u adĀpta kumu petmanienti na regulasion siha ni mañechettun i Maproponi na Amendasion Siha para i Seksiona 8 gi Āktun Administrative Plan na PrugrĀman Asistensian Atkilon Siha sigun gi manera siha gi Āktun Administrative Procedure ("APA"), 1 CMC § 9104(a) kumu madisidi gi rigulĀt na huntan Kuetpu gi MĀyu 20, 2015. I Regulasion siha para u ifektibu gi halum i dies(10) dihas dispues di compliance yan i 1 CMC §§ 9102 yan i 9104(a). (1 CMC § 9105(b))

ĀTURIDĀT: I Kuetpu gai āturidĀt sigun gi Otdin Eksakatibu Numiru 94-3, Seksiona 407 gi Reorganization Plan No. 2 gi 1994, Directive No. 138 yan i NMHC's Articles of Incorporation yan i By-laws gi file yan i CNMI Registrar gi Corporations kumu i Fibreru 6, 1995.

I TEMA YAN SUSTĀNSIAN I PALĀBRA SIHA: Historian Regulasion: Maproponi/Maribisa i NMHC Seksiona 8 Administrative Plan para i PrugrĀman Asistensian Atkilon Siha kumu mapupblika gi halum i Rehistran Commonwealth gi Baluma 35, Numiru 10, pĀhina 034400-034536 gi (Oktubri 28, 2013) yan Ma'adĀptan Baluma 36, Numiru 02, pĀhina 034701-034707 Com. Reg. (Fibreru 28, 2014).

I SUHETU YAN MANERA SIHA NI MANTINEKKA: I Maproponi na Amendasion Siha mana'danña'i gi nuebu na Subsection 1.6 Accounts yan Records (24 CFR § 982.158) gi manera siha para i maintaining accounts yan ottru records gi papa' i prugrĀma siha sigun gi halum i HUD na denimĀnda siha yan para u amenda i subsection 5.3 gi Mahuchum i Listan Ninangga (24 CFR § 982.206) ni para u hĀtsa i numirun aplikĀnti siha gi listan ninangga ginin i 150 asta i 500.


DIREKSION SIHA PARA U MAPO'LU YAN PUPBLIKASION: I maproponi na Amendasion Siha gi NMHC Section 8 Administrative Plan para i PrugrĀman Asistensian Atkilon Siha ya debi na u mapupblika gi halum i Rehistran Commonwealth gi halum i seksiona gi maproponi yan nuebu na ma'adĀpta na regulasion siha (1 CMC § 9102(a)(1) yan u mapega gi halum i mangkumbinienti na lugĀt gi halum i Civic Center yan i halum ufisinan gubietnamentu siha gi kada distritun senadot, parehu English yan i dos na lingguĀhin natibu. (1 CMC § 9104(a)(1).

PARA U MAPRIBENIYI OPIÑON SIHA: Na'hĀnĀo pat intrega i opiñon-mu siha guatu gi as Jesse S. Palacios, Corporate Director, NMHC gi sigienti na address, fax, pat email address, yan i rĀyan suhetu "Maproponi na Amendasion Siha gi NMHC Seksion 8 Adminstrative Plan para i PrugrĀman Asistensian Atkilon Siha ."

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Email Address: ispalacios@nmhc.gov.net

Todu upiñon debi na u fanhålum trenta(30) dihas ginin i fetchan publikasion esti na nutisia. Put fabot na'hålum i supottasion upiñon, imfotmasion yan kuntestasion siha. (1 CMC § 9104(a) (2))

Nina'hålum as: 
Edward C. Sablan
Acting Chairman
10/26/15
Fetcha

Rinisibi as: 
Esther S. Fleming
Espisiåt Na Ayudånti Para I Atministrasion
11/18/15
Fetcha

Pine'lu yan
Ninota as: 
Esther SN. Nesbitt
Rehistran Commonwealth
11.18.2015
Fetcha

Sigun i 1 CMC § 2153(e) (Inapruedan Abugådu Heneråt na regulasion siha na para u macho'gui kumu fotma) yan 1 CMC § 9104(a)(3) (hinentan inapruedan Abugådu Heneråt) i manmaproponi na amendments gi NMHC Section 8 Administrative Plan para i Prugråman Asistensian Atkilon Siha, ni mañechettun guini ni manmaribisa yan ma'aprueda kumu para fotma yan sufisienti ligåt ginin i CNMI Abugådu Heneråt yan debi na u mapublika sigun gi , 1 CMC § 2153(f) (publikasion areklamentu yan regulasion siha).

Mafetcha gi diha 19 ^{November} ~~Septembri~~, 2015.


EDWARD MANIBUSAN
Abugådu Hineråt



NORTHERN MARIANAS HOUSING CORPORATION

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ARONGORONG NGALIIR TOWLAP REEL AWEWEEL LIWEL KKA ÓWTOL SECTION 8 ADMINISTRATIVE PLAN SÁNGI RENTAL ASSISTANCE PROGRAM OF THE NORTHERN MARIANA HOUSING CORPORATION

LIWEL KKA RE BWE FFÉERI NGE REBWE ADÓPTÁÁLI LIWEL SÁNGI SECTION 8 ADMINISTRATIVE PLAN REEL RENTAL ASSISTANCE PROGRAMS: Schóól Board of Directors ('Board') of the Northern Marianas Housing Corporation ("NMHC") nge ebwe adóptááli bwe ebwe alléegh aweewe kka e mwákk-long lóll Proposed Amendments reel Section 8 Administrative Plan reel Rental Assistance Program sáangi allégh me aweewe me reel Administrative Procedures Act ("APA"), 1 CMC § 9104(a) igha Board re apelúghúlúghtiw lóll jaar mwéy fengál wóol May 20, 2012. Regulation (allégh) yeel ebwe bwúngú-ló lóll 10 ráál sáangi meeta ówtol 1 CMC §§ 9102 and 9104 (a). (1 CMC§9105(b)) re bwe féeri.

ATORIDÓD: E yoor yaal Board atoridód sáangi Executive Order 94-3, Section 407 of Reorganization Plan No. 2 of 1994, Directive No. 138, me NMHC's Articles of Incorporation me Bylaws lóll fayil (file) fengal me Registrar of Corporation lóll February 6, 1995.

IYA TOOL ME AFFATAL: Regulation (Aweewel) ighiwe: Proposed/Revised NMHC Section 8 Administrative Plan for Rental Assistance Programs nge igha e mwakeetiwe me lóll Commonwealth Register lóll Volume 35, Number 10, pp 034400-034536 (October 28, 2013) and Adopted Volume 36, Number 02, pp 034701-034707 Com. Reg. (February 28, 2014).

ÓWTOL ME AFFATAL: Proposed Amendments iye effélóng me re isóllong lóll Subsection 1.6 Accounts and Records (24 CFR § 982.158) reel aweewel mille ebwe atamalághúw accounts me records faal progróoma sáangi HUD affat me liwel me lóll subsection 5.3 Closing the Waiting List (24 CFR § 982.206) bwe re bwe ayoora me aschúútá schóó kka re le lóll waiting list (schóól uwet) sáangi 150 mwetta 500.

IYA REBWE AMWÉLALÓ IYE ME ARONGORONG: Liwel kka rebwe liweli me NMHC Section 8 Administrative Plan for Rental Assistance Programs nge rebwe atotoolong lóll Commonwealth Register me lóll sóbwol ighila efféetá aweewe la re adóptáli bwe rebwe liweli (1 CMC § 9102(a) (1) me rebwe appaschtá arongorong ngáliir towlap me Civic Center me alongal bwulasiyol gobietno me lóll Senatorial District, reel English me mwaliyeer aramasal falúw ngare Chamorro me Refalúwasch (Carolinian) (1 CMC ' 9104(a) (1).

ISIISILONG AWEWE: Afanga me bwughiito yóómw aweewe reel Jesse S. Palacios, Corporate Director, me NMHC ngáli address, fax me ngare email address, me ubwe mwákkei subject line "Proposed Amendments of the NMHC Section 8 Administrative Plan for Rental Assistance Program."

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Eyoor 30 rál ubwe isiisilong yóomw aweewe sáangi igha re isóliwow arongorong yeel. Mwákketiw me isóllong yóomw aweewe me meeta yóomw mángámáng. (1 CMC § 9104(a)(2))

Etooto me reel: 
Edward C. Sablan
Acting Chairman

10/26/15
Ráál

Ebwughi me reel: 
Esther S. Fleming
Special Assistant for Administration


11/18/15
Ráál

Isáliyal long
Lóll Recording: 
Esther SN. Nesbitt
Commonwealth Register

11.18.2015
Ráál

Sáangi reel 1 CMC § 2153(e) (AG e aprebáli me alléghul bwe rebwe féeri form) me 1 CMC § 9104(a)(3) (yal AG apreba) rel proposed regulation kka ra liweliló me re aprebáli me rel NMHC Section 8 Administrative Plan for Rental Assistance Programs bwe ra awela me aweewe me lóll CNMI Attorney General reel towlap re bwe reepiya li, 1 CMC § 2153(f) (arongorong me aweewe).

Atol me 19 ráál ^{November} ~~September~~, 2015.


EDWARD MANIBUSAN
Attorney General

**Commonwealth of the Northern Mariana Islands
DEPARTMENT OF PUBLIC LANDS**

Pedro A. Tenorio, Secretary
P.O. Box 500380
Saipan, MP 96950
Tel. 234-3751

**NOTICE OF PROPOSED REGULATIONS FOR THE DEPARTMENT OF
PUBLIC LANDS AND**

INTENDED ACTION: TO ADOPT THESE PROPOSED RULES AND REGULATIONS AFTER CONSIDERING PUBLIC COMMENT: The Commonwealth of the Northern Mariana Islands, Department of Public Lands ("the Department") intends to adopt the attached Proposed Regulations, pursuant to the procedures of the Administrative Procedure Act, 1 CMC § 9104(a). The Regulations would become effective 10 days after adoption and publication in the Commonwealth Register. (1 CMC § 9105(b))

AUTHORITY: The Department has the authority to adopt rules and regulations in furtherance of its duties and responsibilities pursuant to Article XI of the Commonwealth Constitution and 1 CMC § 2801 *et. seq.*

THE TERMS AND SUBSTANCE: The attached Regulations prohibit the commercial use of public lands without a valid lease, temporary occupancy agreement, permit, or concession agreement, and govern the leasing and temporary occupancy of public lands whether by permit, lease, or temporary authorization in conformity with the Department's obligation to objectively manage the use and disposition of public lands set forth at 1 CMC § 2801 *et. seq.*

THE SUBJECTS AND ISSUES INVOLVED: These rules and regulations:

1. Prohibit commercial use of public lands without authorization by the Department, and set for the framework for the Department to grant such authorization in a manner intended to maximize the return for the Department's beneficiaries.
2. Define permitted and authorized uses of public lands
3. Restrict permitted uses to those uses authorized by lease, temporary occupancy agreement, permit, or concession agreement.
4. Establish in policy, certain fundamental principles applicable to all leases, temporary occupancy agreements, permits and concession agreements including minimum fees and rents applicable to such uses and procedures for award of authorizations and enforcement thereof.

ADOPTION OF EMERGENCY REGULATIONS FOR 120 DAYS: The Department has followed the procedures of 1 CMC § 9104(b) and (c) to adopt these Proposed Regulations on an emergency basis for 120 days. The Governor

**Commonwealth gi Sangkattan na Islas Marianas
DIPATTAMENTUN TANU' PUPBLIKU**

Pedro A. Tenorio, Sekretariu

P.O. Box 500380

Saipan, MP 96950

Tilifon: 234-3751

**NUTISIA PUT I MANMAPROPONI NA REGULASION SIHA PARA I DIPATTAMENTUN TANU'
PUPBLIKU YAN**

I MA'INTENSIONA NA AKSION: PARA UMA'ADAPTA ESTI I MANMAPROPONI NA AREKLAMENTU YAN REGULASION SIHA DISPUES DI KINENSIDERAN UPIÑON PUPBLIKU: I Commonwealth gi Sangkattan na Islas Marianas, Dipattamentun Tanu' Pupbliku ("the Department") na ha intensiona para u adapta i mañechettun i Manmaproponi na Regulasion Siha, sigun gi manera siha gi Aktun Administrative Procedure, 1 CMC § 9104(a). I Regulasion Siha para u ifektibu gi halum dies(10) dihas dispues di adaptasion yan publikasion gi halum i Rehistran Commonwealth. (1 CMC § 9105(b))

ATURIDAT: I Dipattamentu gai atutidat para u adapta i areklamentu yan regulasion siha ni para u adilanta i upbligasion yan risponsapblidat-ña siha sigun gi Attikulu IX gi Konstitusion Commonwealth yan i 1 CMC §2801 et.seq.

I TEMA YAN SUSTANSIAN I PALABRA SIHA: I mañechettun na Regulasion Siha ha prohibi i ma'usan kumetsianti gi tanu' pupbliku siha sin ligat na atkilon, i kuntratan tempurariu na inakupa, lisensia, pat kuntratan concession gi tanu' pupbliku siha yan minanehan atkilon yan tempurariunna inakupa gi tanu' pupbliku siah parehu ginin i lisensia, atkilon pat tempurariu na aturisasion gi kinemfotman upbligasion i Dipattamentu ni para u maneha maolik i ma'usan yan i dispusision i tanu' pupbliku siha ni mapega mo'na gi 1 CMC § 2801 et. Seq.

I SUHETU YAN MANERA SIHA NI MANTINEKKA: Esti na areklamentu yan regulasion siha:

1. Ha prohibi i ma'usan kumetsianti gi tanu' pupbliku siha sin aturisasion ginin i Dipattament, yan u mapega i framework para i Dipattamentu ni para u na'i tat na aturisasion gi manera ni ma'intendi para u maximize i mana'nalu i benifisiun Dipattamentu siha.
2. Ha difina i pinetmiti yan ma'aturisan ma'usan tanu' pupbliku siha.
3. Ha priba i pinetmiti usun todou atyu siha i ma'aturisa ginin atkilon, tempurariu na inakupan kuntrata, lisensia, pat kuntratan concession.

4. Ha estapblesi gi areklu, gi sigienti ni manaplikáppli na prinsipát fundamentu siha gi todú atkilon, temporáriu na inakupan kuntráta siha, lisensia siha yan kuntrátan concession siha ingklusu i minimum na ápas yan atkilon siha ni manaplikáppli siha gi todú usu yan manera siha ni premiun áturisasion siha yan u tinattiyi guini

DIREKSION SIHA PARA U MAPO'LU YAN PUBLIKASION: Esti i Manmaproponi na Regulasion Siha debi na u mapublika gi halum i Rehistran Commonwealth gi halum i seksiona gi maproponi yan nuebu na ma'adápna na regulasion siha (1 CMC § 9102(a)(1)) yan u mapega gi halum todú mangkumbinienti na lugat siha gi halum i civic center yan gi ufisinan gubietnu siha gi halum kada distritun senadot, gi parehu Englis yan i dos na prinsipát lingguáhin natibu. (1 CMC § 9104(a)(1)).

PARA U MAPRIBENIYI OPIÑON SIHA: Na'hánáo pat intrega i upiñon-mu siha guatu gi Dipattamentun Tanu' Publiku Attn: Sekretáriu, gi sanhilu' na address, fax pat email address. Todú upiñon siha debi na u fanhálum trenta(30) dihas ginin i fetchan publikasion esti na nutisia. Put fabot na'hálum i upiñon-mu, infotmasion pat kinentestan kinentra siha. (1 CMC § 9104(a)(2)).

I Dipattamentun Tanu' Publiku ha aprueba i mañechettun na Regulasion Siha gi fetcha ni malista gi sampapa'.

Nina'hálum as:


for Pedro A. Tenorio
Sekretáriu, Dipattamentun Tanu' Publiku

11/20/15
Fetcha

Pine'lu yan
Ninota as:


ESTHER SN. NESBITT
Rehistran Commonwealth

11.20.15
Fetcha

Sigun i 1 CMC § 2153(e) (Inapruewan Abugâdu Hinerât ni regulasion siha na para u macho'gui kumu fotma) yan 1 CMC § 9104(a)(3) (hinentan inapruewan Abugâdu Hinerât) i manmaproponi na regulasion siha ni mañechettun guini ni manmaribisa yan ma'apruewa kumu fotma yan sufisienti ligât ginin i CNMI Abugâdu Hinerât yan debi na u mapupblika, 1 CMC § 2153(f) na (publikasion areklamentu yan regulasion siha).

Mafetcha gi diha 23 di Notrember, 2015.



Honorâpli EDWARD MANIBUSAN
Abugâdu Hinerât

Part 001 - General Provisions

§ 145-70-001 Authority

The regulations in this chapter are promulgated by the Department of Public Lands pursuant to the authority set forth in Article XI of the Commonwealth Constitution and Public Law 15-2 (1 CMC § 2801 *et. seq.*)

§ 145-70-005 Purpose

These promulgated rules and regulations govern the leasing and temporary occupancy of public lands whether by permit, lease, or temporary authorization as in conformity with the obligation to objectively manage the use and disposition of public lands set forth at 1 CMC § 2801 *et. seq.* No commercial use of public lands is authorized or permitted without a valid lease, temporary occupancy agreement, permit, or concession agreement authorized by these regulations.

§ 145-70-010 Definitions

- (a) "Applicant" means the person, persons, entity, or entities that have submitted a proposal to the DPL to lease or otherwise use public lands including respondents to requests for proposals issued by DPL for the leasing, development, or use of public lands, including without limitation persons or entities who have responded to one or more land use RFPs issued by the DPL.
- (b) "Commercial Use" means used for revenue generating activities. Active use means the actual physical operations or facilities generating revenue. Passive use means a supplementary use that augments the revenue generating operations or facility (e.g. parking lots)
- (c) "Department" means the Department of Public Lands (DPL).
- (d) "Government" means, for purposes of the regulations in this chapter, the departments and agencies of the CNMI Government other than the Department of Public Lands, unless otherwise specified in these regulations.
- (e) "Lessee" means the person, persons, entity, or entities holding leasehold interests in public lands.
- (f) "Occupant" means the person or entity whose name appears on the temporary occupancy agreement.
- (g) "Owner" means the person, persons, entity, or entities holding fee simple title in lands that are not public lands.
- (h) "Permanent Structure" means a structure placed on or in the ground, or attached to another structure or fixture in a fixed position, and intended to remain in place for more than 6 months.
- (i) "Permittee" means a person or persons given a permit by DPL and whose name appears on the permit.
- (j) "Principal" means the Applicant personally or a person employed by the Applicant with the legal authority to negotiate, decide, and enter into agreements on behalf of the Applicant.

- (k) "Public Lands" means all those lands defined as public lands by N.M.I. Const. art. XI, § 1 including improvements thereon.
- (l) "Secretary" means the Secretary of the Department of Public Lands.
- (m) "Related Party" means the person, persons, entity, or entities who participate in the funding or operations of the Applicant or Lessee's development or proposed development including without limitation parent companies in multinational company structures, as well as controlling or major shareholders. For the avoidance of doubt, Related Party shall include persons or entities that provide funding to an Applicant or Lessee. Transactions that, because of their nature, may be indicative of the existence of related parties include:
 - (1) Borrowing or lending on an interest-free basis or at a rate of interest significantly above or below market rates prevailing at the time of the transaction.
 - (2) Making loans with no scheduled terms for when or how the funds will be repaid.
 - (3) Lack of sufficient working capital or credit to continue the business, or lack of complete business plan or financial projections.
 - (4) Exchanging property for similar property in a nonmonetary transaction.
- (n) "Request for Proposal" (RFP) means an open solicitation made through a bidding process by DPL to determine interest of potential lessees to lease and develop certain public lands at terms determined by or acceptable to DPL.
- (o) "Roadside Vendor" the use of a temporary structure, vehicle, or mobile canteen for the sale of local produce or fish, other perishables or non-perishable items such as handicrafts, trinkets, souvenirs, or other goods, at a permitted distance from the side of a road or thoroughfare at a location on public land designated by DPL.

Part 100 – Lease Policies

§ 145-70-101 General Requirements and Restrictions

- (a) No right or interest in or to public lands shall be created orally. Any right to use, access, or enjoy public lands must be in writing signed by the Secretary in full compliance with these regulations or is void *ab initio*. Consideration and preference must first be given to non-productive developed public land or underutilized public land before undeveloped land is considered for development. Consideration for entering into a lease shall be consistent with DPL's fiduciary duties to its beneficiaries. The Secretary of DPL shall have reasonable discretion regarding issues not anticipated by these regulations.
- (b) Every lease shall be properly documented via a written lease agreement and such other documents deemed necessary or appropriate by DPL to complete the transaction. All duly executed lease agreements shall be recorded at the Commonwealth Recorder's Office by the party receiving an interest in Public Land in accordance with 2 CMC §4913. The Department shall strictly enforce all terms of every lease requirement imposed as a condition of legislative approval of a lease or lease extensions, if any. Leases for mining shall require appropriate environmental impact study, damage mitigation plan, and restoration plan, an assessment on the value of minerals to be mined, and any other studies required by law or DPL as a condition precedent to possession. All costs including those for appraisals, surveys, topographical surveys, geotechnical reports, studies, etc. whether required by the DPL or the Government shall be borne by Applicant.

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- (b) "Commercial Use" means used for revenue generating activities. Active use means the actual physical operations or facilities generating revenue. Passive use means a supplementary use that augments the revenue generating operations or facility (e.g. parking lots)
- (c) "Department" means the Department of Public Lands (DPL).
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- (h) "Permanent Structure" means a structure placed on or in the ground, or attached to another structure or fixture in a fixed position, and intended to remain in place for more than 6 months.
- (i) "Permittee" means a person or persons given a permit by DPL and whose name appears on the permit.
- (j) "Principal" means the Applicant personally or a person employed by the Applicant with the legal authority to negotiate, decide, and enter into agreements on behalf of the Applicant.

(c) Eligibility.

All Applicants must be current and in good standing with the Department of Finance Division of Revenue and Taxation, all licensing and regulatory authorities, and with the DPL.

(1) Individuals - must be at least 18 years of age.

(2) Businesses - must be duly formed, in good standing and authorized to do business in their jurisdiction of origin AND in the CNMI, and must provide all documentation required by the DPL to confirm such status.

(3) All Applicants must demonstrate credit worthiness, ability to pay rent, and ability to fund all proposed development, and to comply with all the conditions and covenants of the lease agreement to the satisfaction of the Secretary.

(d) Restrictions.

(1) It is DPL's preference not to lease public lands where the proposed structures/facilities will overlap boundaries of adjacent private lands.

(i) If necessary and in the best interest of DPL's beneficiaries, the DPL may permit such development provided that all such proposed development and construction of facilities that will occupy both private and public lands shall be performed in a manner to facilitate and simplify segregation of improvements on the public lands from those on adjacent private lands upon expiration or termination of the lease. Alternatively a land trust consisting of the private lands and public lands may be formed with the DPL as trustee, or the fee simple title to the private lands may be assigned to DPL, at Lessee's expense. For the avoidance of doubt, such permitted improvements shall be designed and constructed to be free and independent from private land improvements so that upon expiration or termination of the Lease, when the DPL takes possession of the improvements, such improvements and DPL's (or its designee's) operation thereof shall not be dependent upon adjacent private lands. This restriction shall not apply if the fee simple interest in the private lands is assigned or transferred to the DPL as described herein.

(ii) Before commencement of construction or development, Lessee shall be required to place on deposit with DPL the amounts necessary to perform such segregation at the expiration or termination of the lease, as estimated by an engineer selected by DPL.

(2) Notwithstanding the foregoing, for minor developments such as parking structures attached to adjacent improvements, if such improvements will be of little value to the DPL, the Secretary may waive the obligations set forth in subsection 1 above if the Applicant places on deposit concurrent with the execution of the lease the projected cost of demolition and removal of improvements, and restoration of leased premises.

§ 145-70-105 Procedures for Issuing Leases, Extensions, and Renewals

(a) The DPL will deal only with the Principals of the Applicant.

(b) DPL shall satisfy its fiduciary duties by taking the following steps towards entering into new leases, extensions, or renewals:

(1) Properties not under lease – DPL shall select proposals that provide DPL the greatest revenue over the course of the lease term. All leases must be aligned with DPL's land use plan. In all instances, the DPL shall negotiate lease terms most favorable to its beneficiaries.

(i) Unsolicited Proposals – If the DPL receives a proposal or application to lease Public Land, it shall upon conclusion of negotiations (if any), publish a Notice of Proposed Lease of Public Land in accordance with Public Law 15-2 and these regulations, to determine if there are other interested parties, and consider public comments. If a second or other proposals are received

during the notice period, the DPL may either select the most beneficial proposal or issue an RFP.

- (ii) Solicited Proposals – If the DPL solicits proposals to lease specific parcels or tracts of Public Lands and two or more proposals are received by the DPL, DPL may select the most beneficial proposal. If only one proposal is received the DPL may award the sole Applicant, re-issue the Request for Proposal, or reserve the relevant parcels for future disposition.
- (2) Properties under lease – if a current Lessee is interested in re-leasing, extending, or renewing its lease, DPL shall:
 - (i) Thoroughly review the performance of the lessee to determine if re-leasing or extending the lease is in the best interest of its beneficiaries.
 - (ii) Issue a Notice of Proposed Lease of Public Lands in accordance with 1 CMC § 2807 at least four years prior to expiration, but only if an extension or renewal of the existing lease is determined to be in the best interest of DPL and its beneficiaries.
 - (iii) If additional proposals are received in response to such Notice, DPL shall issue an open RFP at least two years prior to the expiration of the existing lease if in DPL's judgment the second proposal is in the best interest of DPL and is significantly advantageous to the proposal of the existing lessee.
 - (iv) If a competing proposal does not materially enhance the existing lessee's proposal, operations, or otherwise project to materially increase the revenue to DPL, and lessee has satisfied all the covenants and conditions of its existing lease, it is DPL's preference to renew the lease with the current lessee with lease payments comparable to that proposed or implied by the best competing proposal, but in no case shall DPL accept lease rent less than what was established in any preceeding period.

§ 145-70-110 Lease Agreement Requirements

DPL shall include in lease agreements provisions typical of commercial practices. All public land leases are on a "triple net" basis "as is where is". All leases shall conform to the following provisions:

- (a) Legal Description of the property (ies) subjected to the lease.
- (b) Purpose – a detailed description of the intended development and operations.
- (c) Term – the effective date and duration of the lease shall not exceed 25 years. Note: Upon expiration of the term, the property including all improvements shall revert to DPL for renewal, extension, or re-leasing to the highest best bidder as determined by these regulations in accordance with CNMI law.
- (d) Fees, Security Deposit, Costs.
 - (1) Prior to the preparation of any lease or supporting document, the Applicant shall deposit an administrative processing fee equal to the greater of \$5,000, or 0.50% of the estimated value of the subject property.
 - (2) Prior to any lease approval, lessee must deposit at least 5% of the total cost of the proposed project to which the lease pertains, whether the entire project or only a part of it will be situated on public lands. These funds will be held by the DPL to secure construction start up, and remediation costs.
 - (3) The security deposit requirement shall also apply to lease extensions or renewals where one or more key factors for approval is lessee's proposal to further develop the property it currently occupies.

during the notice period, the DPL may either select the most beneficial proposal or issue an RFP.

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 - (iv) If a competing proposal does not materially enhance the existing lessee's proposal, operations, or otherwise project to materially increase the revenue to DPL, and lessee has satisfied all the covenants and conditions of its existing lease, it is DPL's preference to renew the lease with the current lessee with lease payments comparable to that proposed or implied by the best competing proposal, but in no case shall DPL accept lease rent less than what was established in any preceeding period.

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 - (2) Prior to any lease approval, lessee must deposit at least 5% of the total cost of the proposed project to which the lease pertains, whether the entire project or only a part of it will be situated on public lands. These funds will be held by the DPL to secure construction start up, and remediation costs.
 - (3) The security deposit requirement shall also apply to lease extensions or renewals where one or more key factors for approval is lessee's proposal to further develop the property it currently occupies.

(c) Eligibility.

All Applicants must be current and in good standing with the Department of Finance Division of Revenue and Taxation, all licensing and regulatory authorities, and with the DPL.

(1) Individuals - must be at least 18 years of age.

(2) Businesses - must be duly formed, in good standing and authorized to do business in their jurisdiction of origin AND in the CNMI, and must provide all documentation required by the DPL to confirm such status.

(3) All Applicants must demonstrate credit worthiness, ability to pay rent, and ability to fund all proposed development, and to comply with all the conditions and covenants of the lease agreement to the satisfaction of the Secretary.

(d) Restrictions.

(1) It is DPL's preference not to lease public lands where the proposed structures/facilities will overlap boundaries of adjacent private lands.

(i) If necessary and in the best interest of DPL's beneficiaries, the DPL may permit such development provided that all such proposed development and construction of facilities that will occupy both private and public lands shall be performed in a manner to facilitate and simplify segregation of improvements on the public lands from those on adjacent private lands upon expiration or termination of the lease. Alternatively a land trust consisting of the private lands and public lands may be formed with the DPL as trustee, or the fee simple title to the private lands may be assigned to DPL, at Lessee's expense. For the avoidance of doubt, such permitted improvements shall be designed and constructed to be free and independent from private land improvements so that upon expiration or termination of the Lease, when the DPL takes possession of the improvements, such improvements and DPL's (or its designee's) operation thereof shall not be dependent upon adjacent private lands. This restriction shall not apply if the fee simple interest in the private lands is assigned or transferred to the DPL as described herein.

(ii) Before commencement of construction or development, Lessee shall be required to place on deposit with DPL the amounts necessary to perform such segregation at the expiration or termination of the lease, as estimated by an engineer selected by DPL.

(2) Notwithstanding the foregoing, for minor developments such as parking structures attached to adjacent improvements, if such improvements will be of little value to the DPL, the Secretary may waive the obligations set forth in subsection 1 above if the Applicant places on deposit concurrent with the execution of the lease the projected cost of demolition and removal of improvements, and restoration of leased premises.

§ 145-70-105 Procedures for Issuing Leases, Extensions, and Renewals

(a) The DPL will deal only with the Principals of the Applicant.

(b) DPL shall satisfy its fiduciary duties by taking the following steps towards entering into new leases, extensions, or renewals:

(1) Properties not under lease – DPL shall select proposals that provide DPL the greatest revenue over the course of the lease term. All leases must be aligned with DPL's land use plan. In all instances, the DPL shall negotiate lease terms most favorable to its beneficiaries.

(i) Unsolicited Proposals – If the DPL receives a proposal or application to lease Public Land, it shall upon conclusion of negotiations (if any), publish a Notice of Proposed Lease of Public Land in accordance with Public Law 15-2 and these regulations, to determine if there are other interested parties, and consider public comments. If a second or other proposals are received

- (4) Funds remaining on account with the DPL after the completion of the proposed development in excess of 1% of the development cost shall be released to lessee upon completion of the project development.
 - (5) Funds shall forfeit to DPL should the project be cancelled or start date delayed more than one year from the execution of the lease. Mere ceremonious commencement (i.e. ground breaking or ribbon cutting without materially beginning and continuing construction) will not avoid forfeiture.
 - (6) All costs related to the lease including underwriting, appraisals, surveys, topographical surveys consolidations, excavation, studies, recordings, etc shall be borne by Applicant or Lessee.
- (e) **Rental Rates.**
 Rent derived from public lands shall be based on the value of the property, and actually computed and collected on that basis; provided, that the DPL shall, within the limits set by fiduciary duty and the provisions of Public Law 15-2, have discretion in negotiating basic rentals and additional rents upward taking into account changing economic conditions and other relevant trends and factors including other land transactions deemed substantially similar to the proposed lease. For the avoidance of doubt the Secretary of DPL may determine that a property's true value is greater (but not less than) an appraised value determined by independent appraisal.
- (1) **New Leases** – shall include new leases, and renewals.
 - (2) **Basic Rent** shall be based on the value of the fee simple title to the property. It is the policy of DPL to collect at least 5% of a property's value each year for the term of the lease as base rent.
 - (3) In no event shall the rent in subsequent years be less than the amounts in previous years of the lease.
 - (4) Properties shall be re appraised and basic rent adjusted upward to market every five years based on an updated appraisal. For the purpose of determining Basic Rent, the value in subsequent periods shall include all improvements on the property less the value of improvements made by the Lessee during the term of the lease.
 - (5) **New Leases** – shall be based on the value of the fee simple interest including improvements (if any).
 - (6) **Extensions** - shall be based on the appraised value of the fee simple interest including improvements less the value of improvements made by the Lessee since the inception of the lease.
 - (7) **Renewals** – shall be treated as new leases for purposes of determining rent.
 - (8) **Additional Rent - Percentage of Business Gross Receipts** – due to the scarcity of public lands and in accordance with its fiduciary duties owed to its beneficiaries, DPL shall charge additional rent that allows its beneficiaries to participate in the revenues generated as a result of the lease. This rent shall be charged as a percentage of Lessee's Business Gross Receipts (BGR) and shall also apply to the BGR of Lessee's subtenants, concessionaries and others permitted to engage in commercial activity upon the leased Premises. For the sake of clarity, BGR includes enterprise BGR, not just BGR derived from parts of the enterprise situated on public lands. The additional rent per year for every year of the lease term shall be as follows:

Business Gross Receipt Payment Schedule

<u>Tier</u>	<u>Annual BGR Amounts</u>		<u>% of BGR</u>	<u>Minimum Per Tier</u>
	<u>From</u>	<u>To</u>		
1	\$ -	\$ 50,000.49	3.00%	
2	\$ 50,000.50	\$ 100,000.49	2.89%	\$ 1,500
3	\$ 100,000.50	\$ 200,000.49	2.78%	\$ 2,889
4	\$ 200,000.50	\$ 400,000.49	2.67%	\$ 5,556

5	\$ 400,000.50	\$ 800,000.49	2.56%	\$ 10,667
6	\$ 800,000.50	\$ 1,600,000.49	2.44%	\$ 20,445
7	\$ 1,600,000.50	\$ 3,200,000.49	2.33%	\$ 39,112
8	\$ 3,200,000.50	\$ 6,400,000.49	2.22%	\$ 74,669
9	\$ 6,400,000.50	\$ 12,800,000.49	2.11%	\$ 142,227
10	\$12,800,000.50	and Over	2.00%	\$ 270,234

- (9) **Passive Uses - Rent for leases of public lands for use as parking area or activities that supplement the actual enterprise shall be Basic Rent and Additional Rents as outlined in this subsection. Additional Rent shall be assessed based on the ratio of public lands to lessee's other lands being used for the same purpose on the BGR of the entire enterprise supplemented by the public lands [e.g. Lessee's existing ground parking space area is 500 square meters. Lessee wants to expand parking area by leasing 400 square meters of public lands. The ratio of public lands for use as additional parking area is $400/(500+400) = 44.4\%$. Assuming the lease is within the first five-year period rent will be assessed at the greater of Basic Rent, or $44.4\% \times 1.0\% \times \text{BGR}$ (i.e. 0.444% of BGR)]. However, the strategic value of the property shall be the paramount consideration when determining the appropriate rate to be applied, and in such cases as developments that could not proceed without the use of Public Land, Additional Rent will not be reduced by any apportionment provisions set forth herein.**
- (10) All rental amounts payable under all lease agreements and reimbursement of costs incurred by DPL as a result of enforcing the lease shall be fully assessed and collected from the Lessee.
- (11) Lease rental payments shall be collected when due or timely pursuit of default provisions of the lease agreement shall be made.
- (12) Past due rental payments of any amount shall bear interest at one and one half percent (1.5%) per month compounded monthly, from the date it becomes due until fully paid.
- (13) **Application of Rent Payments - Rent payments shall be applied in the following order:**
- (i) Outstanding cost reimbursements due to DPL first
 - (ii) Penalties due second
 - (iii) Past due interest third
 - (iv) Rent last
- (f) **Construction Quality, Maintenance, Repairs, Alterations.**
- (1) Construction repairs and alterations shall be in good workmanlike manner and in compliance with applicable laws, regulations, ordinances, and building codes.
 - (2) Maintenance – Lessee shall maintain its leased premises in the level of condition at industry standards of similar facilities for the duration of the lease.
 - (3) Alterations – lessee shall inform DPL of any proposed alterations or improvements exceeding 1.00% of the total cost of the facility or will result in the reducing the value of the property by more than 1.00% shall be subject to DPL's prior approval. Proposed alterations shall be in line with or enhance to existing operations and lessee shall submit pro forma financial statements showing the additional revenues (or revenue reduction) anticipated as a result of the alteration. DPL may require additional documentation for a proper assessment.
- (g) **Financing - Submission by lessee (and Related Party if any portion of the operations will be continuously funded by the Related Party) of the following periodically as required in the lease agreement: Audited Financial Statements, Annual Reports of Lessee, Related Parties, and subtenants, and CNMI BGR Tax Filings from Lessee.**
- (1) No later than sixty (60) days after lessee's fiscal year, financial statements audited by a Certified Public Accountant certified in the United States comparing financial information of the past two years including any restatements on its profit and loss and cash flow statements, change in ownership and owner's equity, and balance sheet.

5	\$ 400,000.50	\$ 800,000.49	2.56%	\$ 10,667
6	\$ 800,000.50	\$ 1,600,000.49	2.44%	\$ 20,445
7	\$ 1,600,000.50	\$ 3,200,000.49	2.33%	\$ 39,112
8	\$ 3,200,000.50	\$ 6,400,000.49	2.22%	\$ 74,669
9	\$ 6,400,000.50	\$ 12,800,000.49	2.11%	\$ 142,227
10	\$12,800,000.50	and Over	2.00%	\$ 270,234

- (9) **Passive Uses - Rent** for leases of public lands for use as parking area or activities that supplement the actual enterprise shall be Basic Rent and Additional Rents as outlined in this subsection. Additional Rent shall be assessed based on the ratio of public lands to lessee's other lands being used for the same purpose on the BGR of the entire enterprise supplemented by the public lands [e.g. Lessee's existing ground parking space area is 500 square meters. Lessee wants to expand parking area by leasing 400 square meters of public lands. The ratio of public lands for use as additional parking area is $400/(500+400) = 44.4\%$. Assuming the lease is within the first five-year period rent will be assessed at the greater of Basic Rent, or $44.4\% \times 1.0\% \times \text{BGR}$ (i.e. 0.444% of BGR)]. However, the strategic value of the property shall be the paramount consideration when determining the appropriate rate to be applied, and in such cases as developments that could not proceed without the use of Public Land, Additional Rent will not be reduced by any apportionment provisions set forth herein.
- (10) All rental amounts payable under all lease agreements and reimbursement of costs incurred by DPL as a result of enforcing the lease shall be fully assessed and collected from the Lessee.
- (11) Lease rental payments shall be collected when due or timely pursuant to default provisions of the lease agreement shall be made.
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- (1) No later than sixty (60) days after lessee's fiscal year, financial statements audited by a Certified Public Accountant certified in the United States comparing financial information of the past two years including any restatements on its profit and loss and cash flow statements, change in ownership and owner's equity, and balance sheet.

- (4) Funds remaining on account with the DPL after the completion of the proposed development in excess of 1% of the development cost shall be released to lessee upon completion of the project development.
 - (5) Funds shall forfeit to DPL should the project be cancelled or start date delayed more than one year from the execution of the lease. Mere ceremonious commencement (i.e. ground breaking or ribbon cutting without materially beginning and continuing construction) will not avoid forfeiture.
 - (6) All costs related to the lease including underwriting, appraisals, surveys, topographical surveys consolidations, excavation, studies, recordings, etc shall be borne by Applicant or Lessee.
- (e) **Rental Rates.**
 Rent derived from public lands shall be based on the value of the property, and actually computed and collected on that basis; provided, that the DPL shall, within the limits set by fiduciary duty and the provisions of Public Law 15-2, have discretion in negotiating basic rentals and additional rents upward taking into account changing economic conditions and other relevant trends and factors including other land transactions deemed substantially similar to the proposed lease. For the avoidance of doubt the Secretary of DPL may determine that a property's true value is greater (but not less than) an appraised value determined by independent appraisal.
- (1) **New Leases** – shall include new leases, and renewals.
 - (2) **Basic Rent** shall be based on the value of the fee simple title to the property. It is the policy of DPL to collect at least 5% of a property's value each year for the term of the lease as base rent.
 - (3) In no event shall the rent in subsequent years be less than the amounts in previous years of the lease.
 - (4) Properties shall be re appraised and basic rent adjusted upward to market every five years based on an updated appraisal. For the purpose of determining Basic Rent, the value in subsequent periods shall include all improvements on the property less the value of improvements made by the Lessee during the term of the lease.
 - (5) **New Leases** – shall be based on the value of the fee simple interest including improvements (if any).
 - (6) **Extensions** - shall be based on the appraised value of the fee simple interest including improvements less the value of improvements made by the Lessee since the inception of the lease.
 - (7) **Renewals** – shall be treated as new leases for purposes of determining rent.
 - (8) **Additional Rent - Percentage of Business Gross Receipts** – due to the scarcity of public lands and in accordance with its fiduciary duties owed to its beneficiaries, DPL shall charge additional rent that allows its beneficiaries to participate in the revenues generated as a result of the lease. This rent shall be charged as a percentage of Lessee's Business Gross Receipts (BGR) and shall also apply to the BGR of Lessee's subtenants, concessionaries and others permitted to engage in commercial activity upon the leased Premises. For the sake of clarity, BGR includes enterprise BGR, not just BGR derived from parts of the enterprise situated on public lands. The additional rent per year for every year of the lease term shall be as follows:

Business Gross Receipt Payment Schedule

Tier	Annual BGR Amounts		% of BGR	Minimum Per Tier
	From	To		
1	\$ -	\$ 50,000.49	3.00%	
2	\$ 50,000.50	\$ 100,000.49	2.89%	\$ 1,500
3	\$ 100,000.50	\$ 200,000.49	2.78%	\$ 2,889
4	\$ 200,000.50	\$ 400,000.49	2.67%	\$ 5,556

- (2) Applicants and Lessees with less than \$500,000 in BGR may submit management prepared financial statements together with a certified tax transcript for the corresponding period in lieu of audited statements
 - (3) Publicly held corporations and corporations required to issue annual reports to their shareholders shall submit their annual report to shareholders to DPL at the time of issuance. Lessees shall submit to DPL all periodic reports required by the CNMI Department of Commerce before the filing deadline.
 - (4) Financial statements from lessee and subtenants shall include a schedule of gross receipts indicating sources and deductions in support of the gross receipts fee and any other documents DPL may deem necessary to properly determine lessees' compliance with conditions or covenants of the lease.
 - (5) Submit CNMI BGR tax filings upon filing but no later than one tax period after the filing deadline.
- (h) Guarantees. The following guaranties and security are required for all Public Lands Leases:
- (1) Guarantees from all Related Parties to guaranty Lessee's obligations under the lease and funding of the proposed development.
 - (2) Formal written resolutions authorizing the guarantee for each guarantor other than individual guarantors.
 - (3) Performance Bond, Completion Bond, Stand by Letter of Credit, or a combination thereof covering 100% of development cost.
- (i) Assignment and Subleases – Leases shall not be assigned or subleased in part or in whole without the prior written consent of the DPL.
- (1) Proposed assignees and sublessees shall be subject to the same eligibility requirements, qualifying factors, and level of scrutiny as lessees.
 - (2) Leases of less than five year from date of execution or within five years of expiration shall not be assignable.
 - (3) In no instance shall the deposits of Applicant or Lessee be refunded until assignee or subtenant deposits equal or greater amounts with DPL.
 - (4) Lessee and assignee or subtenant shall provide DPL a complete and accurate copy of their proposed assignment agreement and/or sublease showing the total consideration given for or in connection with the assignment or subleasing transaction.
 - (5) DPL shall charge an assignment fee of 25% of the value of the sublease or assignment.
- (j) Renewals, Extensions – DPL will consider proposals to renew or extend leases no sooner than the latter of the completion of construction or two years after the commencement date of the lease agreement, and thereafter, at least two years prior to the expiration of an existing lease. Such consideration shall be based on the lessee's performance under its existing lease.
- (1) Consideration for renewal and extension shall be based on lessee's performance on its existing lease and subject to the same eligibility requirements, qualifying factors, and level of scrutiny as new lessees. Lessees with more than three late payments within the previous 24-month period shall be ineligible for renewal or extension.
 - (2) Base Rent for renewals shall be based on the appraisal of the property including improvements
- (k) Mortgage.
- (1) The Lessee and its permitted successors and assigns may, subject to the express prior written approval of the DPL, mortgage its lease and its interest in the property provided that no holder of any mortgage of the lease, or any one claiming by, through or under any such mortgage shall, by virtue thereof, except as otherwise specified in the lease agreement acquire any greater rights hereunder than the Lessee.

- (2) No mortgage of the lease or the Lessee's interest in the leased property, in whole or in part, by the Lessee or the Lessee's successors or assigns shall be valid, unless:
 - (i) At the time of the making of such mortgage, there shall be no default under any of the agreements, terms, covenants and conditions to be performed by the Lessee under the lease;
 - (ii) The mortgage shall be subject to all the agreements, terms, covenants and conditions of the Lease,
 - (iii) The mortgage shall reserve to the DPL prior right, and in the event of Lessee's default under the same and after notice of the same character and duration as required to be given to Lessee, to correct the default or to purchase the same and terminate the lease
 - (3) The mortgage shall contain the following provisions: The consent by the DPL to an assignment, transfer, management contract, or subletting may be granted, denied or made subject to such conditions as the DPL finds it in the best interest of its beneficiaries
 - (4) All proceeds from the facility secured by the mortgage shall be used solely for the improvement of the leased property.
- (l) Termination, Recapture
- (1) Notice shall be given to lessees who are in material default as follows: 1st Notice with 30 days to cure, Final Notice with 15 days to cure, and Notice of Termination effective immediately.
 - (2) DPL may terminate a lease agreement that remains in default forty five days (45) after the 1st Notice has been delivered unless otherwise stated in these regulations for reasons including without limitation:
 - (i) Failure to consistently and significantly reduce past due rents, fees, or taxes or other charges required to be paid by lessees;
 - (ii) Other material defaults due to non performance including without limitation failure to complete development in accordance with the development plan and projections upon which a lease is based;
 - (iii) Abandonment; and
 - (iv) Use of the property other than Lessee's proposed purpose and as stated in the lease.
 - (3) DPL may recapture all or portions of properties under lease in the event the use of the property is not consistent with the proposed development as stated in the lease or in the event of under-utilization of public lands when such lands may have a higher and better use via notice to Lessee.
- (m) Holdover.
- (1) If a Lessee fails to vacate the leased property upon the expiration, termination or cancellation of its lease, Lessee shall be deemed a holdover tenant
 - (2) The fee during any holdover period shall be not less than 150% of the latest Basic Rent amount, and Additional Rent.
 - (3) Payment of the holdover fee shall in no way constitute a limitation upon any rights or remedies the DPL may be entitled to pursue for violation of the Lease, for trespass or illegal possession or for any other cause of action arising out of the holdover tenant's failure to vacate the premises including the right to evict the holdover tenant without court action, and the cost thereof to be paid by the holdover tenant.
 - (4) The Lessee shall be responsible, at its sole cost and expense and even after termination of the lease, for removing any person or entity, authorized or unauthorized by the Lessee, from the premises who may have been on the premises prior to the termination of the lease and continues to occupy a portion of the premises thereafter. The failure of the Lessee to remove the person or entity from the premises at the end of the lease constitutes a holdover.

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- (h) Guarantees. The following guaranties and security are required for all Public Lands Leases:
- (1) Guarantees from all Related Parties to guaranty Lessee's obligations under the lease and funding of the proposed development.
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 - (2) Leases of less than five year from date of execution or within five years of expiration shall not be assignable.
 - (3) In no instance shall the deposits of Applicant or Lessee be refunded until assignee or subtenant deposits equal or greater amounts with DPL.
 - (4) Lessee and assignee or subtenant shall provide DPL a complete and accurate copy of their proposed assignment agreement and/or sublease showing the total consideration given for or in connection with the assignment or subleasing transaction.
 - (5) DPL shall charge an assignment fee of 25% of the value of the sublease or assignment.
- (j) Renewals, Extensions – DPL will consider proposals to renew or extend leases no sooner than the latter of the completion of construction or two years after the commencement date of the lease agreement, and thereafter, at least two years prior to the expiration of an existing lease. Such consideration shall be based on the lessee's performance under its existing lease.
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 - (2) Base Rent for renewals shall be based on the appraisal of the property including improvements
- (k) Mortgage.
- (1) The Lessee and its permitted successors and assigns may, subject to the express prior written approval of the DPL, mortgage its lease and its interest in the property provided that no holder of any mortgage of the lease, or any one claiming by, through or under any such mortgage shall, by virtue thereof, except as otherwise specified in the lease agreement acquire any greater rights hereunder than the Lessee.

§ 145-70-115 Lease Form

All leases shall be in the form set forth below.

(Space Above for Recording Purposes Only)

**COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
SAIPAN, MARIANA ISLANDS**

LEASE AGREEMENT

(LA __ - ____S)

This Lease Agreement (hereinafter the "Lease") is made and entered into this _____ day of _____ 20[xx] (hereinafter the "Commencement Date"), by and between the **DEPARTMENT OF PUBLIC LANDS** (hereinafter the "DPL"), established under Public Law 15-2, having authority and responsibility over the management, use and disposition of public lands in the Commonwealth, , and [insert Lessee's Name] (hereinafter the "Lessee"), a [insert form of business entity].

WITNESSETH:

WHEREAS, the Lessee desires to lease public land on [insert island], Commonwealth of the Northern Mariana Islands, for the purposes set forth on the lease data sheet attached hereto as Schedule 1 (hereinafter the "Lease Data Sheet"); and

WHEREAS, the DPL, being responsible for the management, use and disposition of public lands in the Commonwealth finds it desirable, beneficial and in the interest of the Commonwealth and public land beneficiaries to permit the Lessee to use public land for such purpose; and

WHEREAS, the Lessee has paid a lease application fee in accordance with DPL's regulations.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived herein, the parties agree as follows:

ARTICLE 1: GRANT OF LEASE

The DPL leases to the Lessee the below-described public land (hereinafter the “Premises”), more particularly described as follows:

[Insert Legal Description]

[Insert description of existing improvements if any]

ARTICLE 2: PURPOSE

The Lessee shall use the Premises for the purpose set forth on the Lease Data Sheet. No portion of the Premises shall be used as housing or dwelling purposes, whether temporary or permanent. Lessee agrees to use the Premises in a reasonably prudent manner, so as not to cause nuisance or hazards to the public, and not to allow, permit, or suffer, any waste or unlawful, improper or offensive use of the Premises. Lessee shall be responsible for obtaining all required licenses and permits for such use from all departments and agencies having jurisdiction over such use.

ARTICLE 3: TERM

The term (hereinafter the “Term”) of this Lease shall be for a period of twenty-five (25) years, unless otherwise terminated or cancelled pursuant to applicable provisions of this Lease. The Term shall commence on the Commencement Date as set forth above. Pursuant to P.L 15-2, the DPL may not transfer a leasehold interest in public lands that exceeds twenty-five years including renewal rights.

ARTICLE 4: EXTENSIONS

An extension of up to fifteen years may be granted with approval of the legislature in accordance with P.L. 15-2. Consistent with its fiduciary duty to manage the use and disposition of public lands for the benefit of the collective owners, the DPL will entertain requests for extensions no sooner than two (2) years after completion of all development contemplated hereunder, and no later than two (2) years from expiration of the Term. The DPL will make its determination to seek legislative approval, or to decline to seek such approval based upon Lessee’s actual performance versus its projections provided in connection with the negotiation and execution of this Lease, as well as its compliance record with the DPL prior to Lessee’s extension request.

ARTICLE 5. RENT

The Lessee, in consideration of the foregoing, shall pay to the DPL, in the manner prescribed herein, in lawful money of the United States, Base Rent and Additional Rent for the Premises as follows:

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[Insert Legal Description]

[Insert description of existing improvements if any]

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WITNESSETH:

WHEREAS, the Lessee desires to lease public land on [insert island], Commonwealth of the Northern Mariana Islands, for the purposes set forth on the lease data sheet attached hereto as Schedule 1 (hereinafter the "Lease Data Sheet"); and

WHEREAS, the DPL, being responsible for the management, use and disposition of public lands in the Commonwealth finds it desirable, beneficial and in the interest of the Commonwealth and public land beneficiaries to permit the Lessee to use public land for such purpose; and

WHEREAS, the Lessee has paid a lease application fee in accordance with DPL's regulations.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived herein, the parties agree as follows:

BASE RENT

[Greater of proposed or 5% of fee simple value]

ADDITIONAL RENT

[Percent established by regulation in effect on Commencement Date or greater percentage proposed by Lessee]

A. Base Rent. Lessee shall pay Base Rent as set forth above in advance on an annual basis on each anniversary of the Commencement Date without invoice, notice, or other demand upon or to Lessee.

B. Additional Rent. In addition to the Base Rent provided for above, the Lessee shall pay to the DPL in the manner prescribed herein the percentage of Gross Receipts as described in the above rental schedule from whatever business activity is related to or conducted within the described premises during the Term of this Lease and any extension thereof, and as further defined in Article 40G hereof ("Additional Rent"). This additional amount, shall be paid quarterly, within forty-five (45) days from the end of the calendar quarter, with adjustment, if any, to be made at the end of every calendar year upon submission of the annual certified financial statements as provided in Article 11 hereof. A copy of the Lessee's CNMI Business Gross Revenue Tax Monthly Returns must be submitted concurrently with any payment together with the computation of the quarterly Gross Receipts Rental to substantiate any additional payment or non-payment.

C. Manner of Payment. The Lessee shall discharge its obligation of payment by depositing the payments required under this Article with the DPL, at such location as the DPL may from time to time designate in writing.

D. Time and Payment; Interest; Amortization. All rents payable pursuant to the terms of this Lease shall be deemed to have commenced on the first day of the month after the Commencement Date of this Lease, and shall be paid without prior notice or demand. Past due rental payments shall bear interest at one and one half percent (1.5%) per month compounded monthly, from the date it becomes due until paid. This provision shall not be construed to relieve the Lessee from any default in making any rental payment at the time and in the manner herein specified, but is subject to the amortization provisions set forth herein.

ARTICLE 6. APPRAISAL AND DETERMINATION OF RENTAL AFTER EACH FIVE YEAR PERIOD

For purposes of calculating Guaranteed Minimum Annual Rent during the initial five (5) year period, the parties stipulate that the value of a fee simple estate in the Premises is as set forth on the Lease Data Sheet. At the end of the initial five (5) year period of this Lease and each succeeding five (5) year period, the Base Rent payable by the Lessee to the DPL shall be based upon the percentage of the value of the improved land as of the commencement of each five-year period. An independent appraiser who must be a member of a nationally

accepted appraisal society, (selected by agreement between the DPL and the Lessee), will establish the value subject to upward adjustment by the DPL in accordance with the regulations set forth at NMIAC § 145-70-301. In the event that the DPL and the Lessee cannot reach an agreement on the selection of the appraiser, a committee of three (3) arbitrators being selected by the other two will select the appraiser. The cost of appraisal and any arbitration will be borne by the Lessee.

ARTICLE 7. SECURITY DEPOSIT AND PERFORMANCE BONDS.

Within ten (10) days after the Commencement Date, the Lessee shall deposit the sum reflected on the Lease Data Sheet as a Security Deposit with the DPL. The Security Deposit will be held in an interest bearing account of the DPL. This Security Deposit is security that the Lessee will comply with all the terms of this Lease and indicates Lessee's good faith commitment to undertake and complete the construction, development and operation the proposed development. This Security Deposit shall also be security to ensure performance of Lessee's obligations upon the expiration or termination of the Lease.

If the Lessee defaults on this Lease prior to the expiration of this Lease, the DPL shall be able to keep all or part of this Security Deposit to cover unpaid rent, administrative costs, attorneys' fees, damage to the property, and/or other expenses.

At the expiration of this Lease, the DPL will inspect and fully document the condition of the Premises. Within thirty (30) days of the expiration of this Lease, if the Lessee has supplied the DPL with a forwarding address and the Lessee has complied with all terms of this Lease, the DPL will return the Security Deposit plus any interest earned, or the DPL will provide the Lessee with a written notice including an itemized list as to why the full Security Deposit amount is not being returned and a check for any remaining Security Deposit owed to the Lessee after such deductions have been made.

The DPL may retain and apply as much of the Security Deposit as necessary as compensation or reimbursement for unpaid rent, administrative costs, attorneys' fees, damages, or other expenses resulting from Lessee's use of the Premises or from any default of the Lease by the Lessee. If during the Term the DPL applies all or part of the Security Deposit for the reasons set forth above, the DPL may demand that the Lessee replace such sum.

In addition to the Security Deposit, Lessee shall within thirty (30) days after the Commencement Date deliver to the DPL a Completion Bond, Stand by Letter of Credit, or a combination thereof covering 100% of the cost of Lessee's proposed development.

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BASE RENT

[Greater of proposed or 5% of fee simple value]

ADDITIONAL RENT

[Percent established by regulation in effect on Commencement Date or greater percentage proposed by Lessee]

A. Base Rent. Lessee shall pay Base Rent as set forth above in advance on an annual basis on each anniversary of the Commencement Date without invoice, notice, or other demand upon or to Lessee.

B. Additional Rent. In addition to the Base Rent provided for above, the Lessee shall pay to the DPL in the manner prescribed herein the percentage of Gross Receipts as described in the above rental schedule from whatever business activity is related to or conducted within the described premises during the Term of this Lease and any extension thereof, and as further defined in Article 40G hereof ("Additional Rent"). This additional amount, shall be paid quarterly, within forty-five (45) days from the end of the calendar quarter, with adjustment, if any, to be made at the end of every calendar year upon submission of the annual certified financial statements as provided in Article 11 hereof. A copy of the Lessee's CNMI Business Gross Revenue Tax Monthly Returns must be submitted concurrently with any payment together with the computation of the quarterly Gross Receipts Rental to substantiate any additional payment or non-payment.

C. Manner of Payment. The Lessee shall discharge its obligation of payment by depositing the payments required under this Article with the DPL, at such location as the DPL may from time to time designate in writing.

D. Time and Payment; Interest; Amortization. All rents payable pursuant to the terms of this Lease shall be deemed to have commenced on the first day of the month after the Commencement Date of this Lease, and shall be paid without prior notice or demand. Past due rental payments shall bear interest at one and one half percent (1.5%) per month compounded monthly, from the date it becomes due until paid. This provision shall not be construed to relieve the Lessee from any default in making any rental payment at the time and in the manner herein specified, but is subject to the amortization provisions set forth herein.

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ARTICLE 8. PERMITS, CONSTRUCTION PLANS, AND SPECIFICATIONS

A. Construction Plans and Specifications. Lessee has provided conceptual drawings and specifications depicting its proposed development as a basis for negotiation of this Lease. The Lessee agrees and covenants that within three (3) months from the Commencement Date of this Lease, it will at its own cost, risk and expense, submit to the DPL its complete construction plans and specifications, which shall be consistent with its previously tendered conceptual design of the development of the Premises. Upon submittal by the Lessee, the DPL shall have thirty (30) working days to review the submitted construction plans and specifications and to notify the Lessee of approval or disapproval of the plans. In the event that changes are necessary, the DPL shall give the Lessee reasonable time to make the necessary changes to the plans for re-submittal. If the DPL does not notify the Lessee in writing of the status of the submitted plan within the thirty (30) working day review period, then the plans and specifications are deemed approved. In no event shall construction, demolition, repair or other development activity commence on the Premises unless and until plans have been approved by DPL or the thirty (30) day review period set forth above has expired without comment by DPL.

B. The Lessee agrees and covenants that within six (6) months from the Commencement Date of this Lease, it will at its own expense and risk secure all required CNMI Government and applicable Federal permits for the development and construction to be completed on the Premises and shall immediately commence construction. Copies of such permits must be delivered to the DPL within five (5) days of their issuance. If the Lessee requires additional time to secure the permits, it must notify the DPL in writing of the reason for the delay in securing the necessary approval and its request for extension. The DPL shall review the Lessee's request for extension and provide for additional time if the extension is reasonable, necessary, and is not due to any delay or inaction on the part of Lessee.

ARTICLE 9. CONSTRUCTION SCHEDULE

The Lessee agrees and covenants that within the time hereinafter stipulated it will, at its own cost, risk and expense, fully equip and furnish any improvements, structures and associated facilities within two (2) years after the Commencement Date of this Lease.

ARTICLE 10. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION

All construction, improvements, renovations, and repairs placed on the Premises shall be constructed in good workmanlike manner and in compliance with applicable laws, regulations, ordinances, and building codes. Principal structures serving the primary use (as define defined by Saipan Zoning) of the Premises shall be of full concrete construction for exterior and load bearing walls, and ceilings (i.e. no tin roofs, framed structural walls,

etc.). Accessory structures (as defined by Saipan Zoning) that serve the principal building may be concrete framed finished with other materials to accentuate the theme of the primary use. All portions of buildings located upon the Premises exposed to perimeter properties or to the public view shall present a pleasant appearance, and all service areas shall be screened from public view. The Lessee shall, at all times during the Term of this Lease and at the Lessee's sole cost and expense, maintain the Premises and all improvements thereon in good order and repair and in a neat, sanitary and attractive condition.

Unless the same are to be promptly replaced with improvements having at least an equal value, no removal or demolition of improvements which has a value in excess of \$25,000.00 shall take place without the prior written consent of the DPL. No additions having a value in excess of \$100,000.00 shall be constructed on the Premises without the prior written consent of the DPL. The Lessee shall indemnify and hold harmless the DPL and the CNMI Government against liability for all claims arising from the Lessee's failure to maintain the Premises and the improvements situated thereon as hereinabove provided, and / or from the Lessee's violation of any law, ordinance, or regulation applicable thereto.

Within thirty (30) days after the Commencement Date, Lessee shall procure a performance or completion bond in favor of the DPL for the full cost of development and construction contemplated hereunder. The parties' initial estimate of such cost is set forth on the Lease Data Sheet which shall serve as the basis for bonding. In the event of an upward adjustment in construction or development costs, Lessee shall immediately notify the DPL of such, and shall ensure that such bonds are commensurately increased within thirty (30) days thereafter. Failure to procure and maintain such security shall be cause for immediate termination of this Lease by DPL.

Unless specifically authorized on the Lease Data Sheet, Lessee shall not construct structures or other improvements that overlap boundaries of adjacent private lands. Any authorization permitting such must be set forth on the Lease Data Sheet, and shall be in conformance with DPL's regulations in effect on the Commencement Date AND be consistent with the following principles:

- (i) Development and construction of facilities and improvements that will occupy both private and public lands shall be performed in a manner to facilitate and simplify segregation of improvements on the public lands from those on adjacent private lands upon expiration or termination of the lease, unless a land trust consisting of the private lands and public lands is formed with the DPL as trustee, or fee simple title to the private lands is assigned to DPL, at Lessee's expense prior to development. For the avoidance of doubt, such permitted improvements shall be designed and constructed to be free and independent from private land improvements so that upon expiration or termination of the Lease, when the DPL takes possession of the improvements, such improvements and DPL's (or its designee's) operation thereof shall not be dependent upon adjacent private lands. This restriction shall not apply if the fee simple interest in the private lands is assigned or transferred to the DPL.

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B. The Lessee agrees and covenants that within six (6) months from the Commencement Date of this Lease, it will at its own expense and risk secure all required CNMI Government and applicable Federal permits for the development and construction to be completed on the Premises and shall immediately commence construction. Copies of such permits must be delivered to the DPL within five (5) days of their issuance. If the Lessee requires additional time to secure the permits, it must notify the DPL in writing of the reason for the delay in securing the necessary approval and its request for extension. The DPL shall review the Lessee's request for extension and provide for additional time if the extension is reasonable, necessary, and is not due to any delay or inaction on the part of Lessee.

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- (ii) Before commencement of construction or development Lessee shall be required to place on deposit with DPL the amounts necessary to perform such segregation at the expiration or termination of the lease as estimated by an engineer selected by DPL.
- (iii) Notwithstanding the foregoing, for minor developments such as parking structures attached to adjacent improvements, if such improvements will be of little value to the DPL, the Secretary may waive the obligations set forth in subsection (a) above if in addition to the Security Deposit the Applicant places on deposit concurrent with the execution of the lease the projected cost of demolition and removal of improvements, and restoration of leased premises.

ARTICLE 11. EXCUSED DELAY OF PERFORMANCE

Whenever under this Lease a time is stated within which or by which original construction, repairs, reconstruction or other performance by the Lessee shall be commenced or be or be completed, and a failure or delay in such performance is due, in whole or in part, to fire, explosion, earthquake, storm, flood, drought or other unusually severe weather conditions, strike, war, insurrection, riot, act of God or the public enemy (each a "Force Majeure Event") provided that such failure or delay does not result in whole or in part from the fault or negligence of the Lessee, the period of delay so caused shall be added to the period allowed herein for the completion of such work provided, however, that the Lessee shall notify the DPL in writing within thirty (30) days after the occurrence of any of the above events. Notwithstanding the foregoing, no Force Majeure Event (or combination of them) shall excuse any failure or delay in excess of One Hundred Eighty (180) days.

ARTICLE 12. ANNUAL REPORTS AND AUDIT

The Lessee shall, not later than forty-five (45) days after the end of each calendar year of this Lease, submit to the DPL financial statements certified by a CNMI licensed Certified Public Accountant, which shall include a schedule of gross receipts indicating sources and deductions in support of the gross receipts rental requirement under Article 5A. DPL shall have access to and the right to examine and audit any or all pertinent books, documents, papers and records of the Lessee and its sublessees and concessionaires relating to this Lease during the normal business hours of any working day. Lessee shall insert a similar provision in all subleases, concession and similar agreements pertaining to this right of access, examination, and audit, and shall make available to said representative(s) or agent(s) all books and records of the Lessee or its sublessees and concessionaires which may be requested or may be necessary for completion of a special audit of any or all activities or enterprises conducted on the Premises.

The Lessee shall keep and maintain its accounting and bookkeeping system in accordance with generally accepted accounting principles. The Lessee shall keep its accounting books and records at all times in the English language.

ARTICLE 13. PUBLIC BENEFIT OBLIGATION

As a public benefit, Lessee shall give a local discount of no less than a 10% (or any greater amount set forth on Lease Data Sheet (which shall be mandatory if local discount is only applicable public benefit)) and such other local benefits acceptable to the Secretary as more fully described on the Lease Data Sheet. Lessee shall allow public parking (non-exclusive), and provide public access, restrooms, and related recreational amenities at all beach and other recreational areas situated upon public land adjacent to the leased Premises as more fully described on the Lease Data Sheet. The Lessee is further obligated to provide proper lighting and security on the Premises and take all other reasonable actions and steps in order to ensure the safety, well-being and protection of its guests and invitees upon the public land that it is utilizing.

ARTICLE 14. SUBLEASE, ASSIGNMENT, TRANSFER, CONCESSIONS

A. Consent Required. Except with the prior consent in writing of the DPL in each instance, Lessee shall not, with respect to development on the public land leased hereby:

(1) Assign, lease, sublease, sell, convey, mortgage, encumber, transfer or dispose of all or any part of Lessee's interest in or to the Premises, or permit the Premises to be used or occupied by others; or

(2) Enter into a management contract or other arrangement by which the activities engaged in on the Premises shall be managed and operated by anyone other than Lessee; or

(3) Grant concessions, permits, or otherwise contract for or permit any business or commercial enterprise or activities to be constructed or performed on the Premises by any person other than the Lessee, unless the following conditions are met:

(i) The availability of such concession, permit or enterprise shall be advertised by in a newspaper of general circulation in the Northern Mariana Islands;

(ii) First priority in granting the concession, permit or enterprise shall be given to bona fide residents of the Northern Mariana Islands;

(iii) The granting of such concession, permit or enterprise shall be subject to the approval of DPL or its successor.

For the purposes of this condition, "concession, permit or enterprise" shall mean a privilege or right to sell products or perform services, which are peripheral to Lessee's proprietary use of the Premises.

Provided, however, Lessee may sublease this Lease to any affiliate or subsidiary of the Lessee in existence and under joint ownership or control at the time of execution of this Lease, without the consent of the DPL. Provided that such sublease shall in no way relieve Lessee of its responsibilities, obligations, or duties hereunder; and provided further that such assignment or sublease does not result in a change of control as defined in Article 14B.

The consent by the DPL to an assignment, transfer, management contract, or subletting may be granted, denied or made subject to such conditions as the DPL finds it in the best interest of its beneficiaries. Any

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The Lessee shall keep and maintain its accounting and bookkeeping system in accordance with generally accepted accounting principles. The Lessee shall keep its accounting books and records at all times in the English language.

purported assignment, lease, sublease, sale, conveyance, transfer, mortgage or encumbrance of this Lease, whether written or oral, or any other action for which DPL consent is needed as outlined above, to which the DPL has not given its prior consent is null and void and is of no force or effect and is a violation of this Lease. No sublease, assignment, transfer, or contract shall be valid without the approval of the DPL, and then only if the respective sublessee, assignee, transferee, or other contracting party agrees in writing that the provisions of this Lease bind such sublessee, assignee, transferee, or contracting party. DPL will not consider any assignment, sublease, or transfer during the initial five (5) years of the lease term nor the final five (5) years of the lease term.

Once given, the DPL's consent shall not relieve Lessee, or any subsequent sublessees, assignees or transferees, in any way from obtaining the prior consent in writing of the DPL to any further assignment, transfer, management contract, or subletting.

For purposes of this section, "Premises" includes any portion of the leased premises or any improvement on the leased premises, and "Lessee" includes Lessee's employees, successors and assigns.

B. Change in Control of Lessee. If the sale, assignment, transfer, use, or other disposition of any of the issued and outstanding capital stock of Lessee (or of any successor or assignee of Lessee which is a corporation), or of the interest of any general partner in a partnership owning the leasehold estate created hereby, or of the interest of any member of a joint venture, syndicate, or other group which may collectively own such leasehold estate, shall result in changing the control of Lessee or such other corporation, partnership, joint venture, syndicate, or other group, then such sale, assignment, transfer, use, or other disposition shall be deemed an assignment of this Lease and shall be subject to all the provisions of this Lease with respect to assignments.

For purposes of this Article, if Lessee is a corporation or a limited liability company, "change of control" shall mean any dissolution merger, consideration, or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of the Lessee, or the sale of at least fifty-one percent (51%) of the value of the assets of the Lessee. The term "controlling percentage" means the ownership of, and the right to vote, stock possessing at least fifty-one percent (51%) of the combined total voting power of all classes of Lessee's capital stock issued, outstanding and entitled to vote for the election of directors.

For purposes of this Article, if Lessee is a partnership, joint venture, syndicate or other group which collectively holds this Lease, "change of control" means a withdrawal or change, voluntary or involuntary or by operation of law, of any partner, individual or entity owning more than fifty-one percent (51%) of the beneficial interest in the partnership, joint venture, syndicate or other group.

For the purposes of this Article, "control" of any corporation shall be deemed to be vested in the person or persons owning more than fifty percent (50%) of the voting power for the election of the Board of Directors of such corporation, and "control" of a partnership, joint venture, syndicate, or other group shall be deemed to be vested in the person or persons owning more than fifty percent (50%) of the general partner's interest in such partnership or of the total interest in such joint venture, syndicate, or other group. For purposes of determining control by a

person, members of the family of any assignor or transferor shall be included. For purposes of this section, "members of the family" include a person's spouse, grandparents, parents, brothers and sisters, nephews and nieces, and children by adoption and by blood. Lessee shall furnish an annual statement to the DPL that includes the names and addresses of all stockholders in any corporation or general partners in any partnership holding this lease, showing the number of shares of stock owned by each stockholder of such corporation, or the respective interest of the partners in such partnership, as the case may be. Such statement shall be signed under oath by an officer of each corporation and by a general partner of each partnership holding this lease.

C. Notice to DPL. Lessee shall furnish a statement of ownership/control to the DPL prior to the Commencement Date of this Lease, and on the same date annually thereafter. If Lessee is a corporation, such statement shall include the names and addresses of all principal stockholders and officers in any corporation acting as Lessee, which stockholder(s) own more than ten percent (10%) of the total combined voting power of all classes of Lessee's capital stock issued, outstanding and entitled to vote for the election of directors. If the Lessee is a partnership, joint venture, syndicate or other group, such statement shall include the name, address and respective interest of each person or entity with an interest in the partnership, joint venture, syndicate or other group.

D. Assignee's Duties. No assignment, sublease or transfer made with DPL's consent shall be effective until there shall have been delivered to DPL an executed counterpart of such assignment, sublease or transfer containing an agreement, in recordable form, executed by the assignor, sublessor or transferor and the proposed assignee, sublessee or transferee in which the latter assumes due performance of the obligations on the former's part to be performed under this Lease to the end of the leasehold term.

E. Assignment or Change In Control Fee . If the DPL consents to an assignment of this Lease or to a change in control of Lessee, as described in Section B of this Article, it shall assess a fee of twenty-five percent (25%) of the gain or profit attributable to the leased land. For purposes of this section the terms " gain" and "profit" are defined as the proceeds from any change in control or assignment less the book value of improvements and fixtures installed by Lessee. Lessee shall pay the fee to DPL at closing of the assignment or the change in control of the Lessee.

G. Transfer Fee. In addition to any other fees due as a result of an assignment or transfer, if the DPL consents to an assignment, or other transfer of the leased Premises, as particularly described in Article 1 of this Lease, it shall assess a fee of 25% of the remaining rent due under this Lease for the remainder of the Term of the Lease. The transfer fee shall be assessed and Lessee shall pay the fee to DPL at closing of the transfer.

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purported assignment, lease, sublease, sale, conveyance, transfer, mortgage or encumbrance of this Lease, whether written or oral, or any other action for which DPL consent is needed as outlined above, to which the DPL has not given its prior consent is null and void and is of no force or effect and is a violation of this Lease. No sublease, assignment, transfer, or contract shall be valid without the approval of the DPL, and then only if the respective sublessee, assignee, transferee, or other contracting party agrees in writing that the provisions of this Lease bind such sublessee, assignee, transferee, or contracting party. DPL will not consider any assignment, sublease, or transfer during the initial five (5) years of the lease term nor the final five (5) years of the lease term.

Once given, the DPL's consent shall not relieve Lessee, or any subsequent sublessees, assignees or transferees, in any way from obtaining the prior consent in writing of the DPL to any further assignment, transfer, management contract, or subletting.

For purposes of this section, "Premises" includes any portion of the leased premises or any improvement on the leased premises, and "Lessee" includes Lessee's employees, successors and assigns.

B. Change in Control of Lessee. If the sale, assignment, transfer, use, or other disposition of any of the issued and outstanding capital stock of Lessee (or of any successor or assignee of Lessee which is a corporation), or of the interest of any general partner in a partnership owning the leasehold estate created hereby, or of the interest of any member of a joint venture, syndicate, or other group which may collectively own such leasehold estate, shall result in changing the control of Lessee or such other corporation, partnership, joint venture, syndicate, or other group, then such sale, assignment, transfer, use, or other disposition shall be deemed an assignment of this Lease and shall be subject to all the provisions of this Lease with respect to assignments.

For purposes of this Article, if Lessee is a corporation or a limited liability company, "change of control" shall mean any dissolution merger, consideration, or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of the Lessee, or the sale of at least fifty-one percent (51%) of the value of the assets of the Lessee. The term "controlling percentage" means the ownership of, and the right to vote, stock possessing at least fifty-one percent (51%) of the combined total voting power of all classes of Lessee's capital stock issued, outstanding and entitled to vote for the election of directors.

For purposes of this Article, if Lessee is a partnership, joint venture, syndicate or other group which collectively holds this Lease, "change of control" means a withdrawal or change, voluntary or involuntary or by operation of law, of any partner, individual or entity owning more than fifty-one percent (51%) of the beneficial interest in the partnership, joint venture, syndicate or other group.

For the purposes of this Article, "control" of any corporation shall be deemed to be vested in the person or persons owning more than fifty percent (50%) of the voting power for the election of the Board of Directors of such corporation, and "control" of a partnership, joint venture, syndicate, or other group shall be deemed to be vested in the person or persons owning more than fifty percent (50%) of the general partner's interest in such partnership or of the total interest in such joint venture, syndicate, or other group. For purposes of determining control by a

ARTICLE 15. STATUS OF SUBLEASES

Termination of this Lease, in whole or in part, by cancellation or otherwise, shall operate either as an assignment to the DPL of any and all such subleases, concessions, and sub-tenancies or shall terminate all such subleases, concession agreements or sub-tenancies at DPL's discretion.

ARTICLE 16. AGREEMENTS FOR UTILITY LINES

The Lessee shall have the right to enter into agreements with public utility companies or with the Government of the Commonwealth of the Northern Mariana Islands and/or any of its agencies to provide utility services, including water, electricity, telephone, television, and sewer lines necessary to the full enjoyment of the Premises and the development thereof in accordance with the provisions of this Lease. Subject to prior consultation with Lessee, the DPL reserves the authority to grant utility rights-of-way across the Premises. The Lessee shall furnish to the DPL executed copies thereof together with a plat or diagram showing the true location of the utility lines to be constructed in accordance therewith. Nothing herein contained shall be deemed to imply an obligation on the part of DPL to furnish Lessee with any water services or other utilities whatsoever and DPL does not guarantee the availability of same. It is expressly understood that the Lessee shall obtain such services at its sole cost and expense.

ARTICLE 17. RIGHT OF MORTGAGE

The Lessee, its successors and assigns may, subject to the express prior written approval of the DPL, mortgage this Lease and the Lessee's interest hereunder, provided that no holder of any mortgage of this Lease or the Lessee's interest hereunder, or any one claiming by, through or under any such mortgage shall, by virtue thereof, except as provided herein, acquire any greater rights hereunder than the Lessee, and no mortgage of this Lease or the Lessee's interest hereunder, in whole or in part, by the Lessee or the Lessee's successors or assigns shall be valid, unless: (i) at the time of the making of such mortgage, there shall be no default under any of the agreements, terms, covenants and conditions to be performed by the Lessee under this lease; (ii) such mortgage shall be subject to all the agreements, terms, covenants and conditions of this Lease, (iii) any such mortgage shall reserve to the DPL prior right, in the event of Lessee's default under the same and after notice of the same character and duration as required to be given to Lessee, to correct the default or to purchase the same and terminate this Lease; and (iv) such mortgage shall contain the following provisions:

This instrument is executed upon condition that (unless this condition be released or waived by the DPL or its successors in interest by an instrument in writing), no purchaser or transferee of said Lease at any foreclosure sale hereunder, or other transfer authorized by law by reason of a default hereunder where no foreclosure sale is required, shall, as a result of such sale or transfer, acquire any right, title or interest in or to said Lease or the leasehold estate hereby mortgaged unless (i) the DPL shall receive written notice of such sale or transfer of said Lease within fifteen (15) days after the effective date of such sale or transfer and (ii) a duplicate original copy of the

instrument or instruments used to effect such sale or transfer shall be delivered to the DPL within thirty (30) days after the execution and delivery thereof.

Any mortgage entered into shall be in strict compliance with all applicable laws and regulations, including mortgage security instrument laws, or applicable constitutional provisions, in order to be valid and enforceable. All funds received pursuant to any mortgage of the leasehold property shall be expended only for leasehold improvements within the Northern Mariana Islands.

ARTICLE 18. RIGHTS OF LEASEHOLD MORTGAGEES

If the Lessee or the Lessee's successors or assigns shall mortgage this Lease or its interest in the Premises in accordance with the provisions of this Lease, then so long as any such leasehold mortgage as hereinafter defined shall remain unsatisfied of record, the following provisions shall apply:

A. Notice to Mortgagee. The DPL shall serve upon the Lessee any notice of default pursuant to the provisions of Article 27 or any other notice under the provisions of or with respect to this Lease. The Lessee shall thereafter serve a copy of such notice upon the holder of the then existing mortgage of this Lease of the Premises. Service of such notice of default upon the Lessee shall be deemed as service on the mortgagee who shall thereafter have the same period as the Lessee for remedying the default or causing the same to be remedied, as is given the Lessee after service of such notice upon it.

B. Remedy. Such leasehold mortgagee of this Lease or the Premises, in case the Lessee shall be in default hereunder, shall, within the period and otherwise as herein provided have the right to remedy such default, or cause the same to be remedied, and the DPL shall accept such performance by or at the instigation of such leasehold mortgagee as if the same had been performed by the Lessee.

C. Diligent Prosecution. No default on the part of Lessee in the performance of work required to be performed, or acts to be done, or conditions to be remedied, shall be deemed to exist, if steps shall, in good faith, have been commenced promptly to rectify the same and shall be prosecuted to completion with diligence and continuity in accordance with Article 27 hereof, on "Default", unless otherwise specified in this Lease.

D. Termination. Notwithstanding while the leasehold mortgage remains unsatisfied of record, if any event or events shall occur which shall entitle the DPL to terminate this Lease, and if before the expiration of thirty (30) days after the date of service of notice of termination by the DPL all rent and other payments herein provided for then in default is fully paid, and the Lessee shall have complied or shall be engaged in the work of complying with all the other requirements of this Lease, if any, then in default, then in such event the DPL shall not be entitled to terminate this Lease, and any notice of termination theretofore given shall be void and of no force or effect, provided, however, nothing herein contained shall in any way affect, diminish or impair the right of DPL to terminate this Lease or to enforce any other subsequent default in the performance of any of the obligations of the Lessee hereunder.

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This instrument is executed upon condition that (unless this condition be released or waived by the DPL or its successors in interest by an instrument in writing), no purchaser or transferee of said Lease at any foreclosure sale hereunder, or other transfer authorized by law by reason of a default hereunder where no foreclosure sale is required, shall, as a result of such sale or transfer, acquire any right, title or interest in or to said Lease or the leasehold estate hereby mortgaged unless (i) the DPL shall receive written notice of such sale or transfer of said Lease within fifteen (15) days after the effective date of such sale or transfer and (ii) a duplicate original copy of the

E. Notice of Termination. In the event of the termination of this Lease prior to the natural expiration of the term hereof, whether by summary proceedings to dispossess, service of notice to terminate or otherwise, due to default of the Lessee as provided in Article 27 hereof, or any other default of the Lessee, the DPL shall serve upon the holder of the then existing mortgage on this Lease or the Premises written notice of such termination. Nothing herein contained shall release the Lessee from any of its obligations under this Lease, which may not have been discharged or fully performed by any mortgagee of this Lease or the Premises, or its designee.

F. First Mortgage Only. Whenever reference is made herein to the holder of the mortgage on this Lease or the Premises, the same shall be deemed to refer only to the holder of the first record mortgage on this Lease or the Premises, if any, as shown by the records of the Commonwealth Recorder's office. Notice of such mortgage shall be sent to the DPL by certified or registered mail, and include a copy of the recorded mortgage certified by the Commonwealth Recorder's office as to the date and time of recordation. Any notice or other communication to any such mortgagee by the DPL shall be in writing and shall be served either personally or by certified or registered airmail address to such holder or mortgagee at his/her address appearing on such records or at such other address as may have been designated by notice in writing from such holder or mortgagee to the party serving such notice of communications. Nothing contained in this Article shall be construed so as to require the DPL to serve notices upon or recognize any leasehold mortgagees other than the holder or such first mortgage on this Lease or the Premises, as aforesaid.

ARTICLE 19. STORM, FIRE AND DAMAGE INSURANCE

The Lessee shall procure upon the Commencement Date and shall continue to maintain in force during the entire Term of this Lease or any extension thereof, storm (typhoon) fire and damage insurance for the Premises with a company or companies authorized to do business in the Northern Mariana Islands, with extended coverage endorsements jointly in the names of the Lessee and the DPL, covering the full insurable value of all improvements on the Premises, subject to appropriate co-insurance provisions (no greater than 10%). The policy shall contain a clause requiring that the DPL be given thirty (30) days notice prior to any cancellation or termination of the policy. A copy of such policy or policies or an acceptable certificate shall be deposited with the DPL within thirty (30) days of the same obtained by the Lessee. The Lessee shall pay all premiums and other charges payable in connection with insurance carried by the Lessee. In the event of damage to any permanent improvement on the premises, the Lessee shall reconstruct such improvement in compliance with applicable laws, ordinances, and regulations and in accordance with the applicable provisions of this Lease. Such reconstruction shall commence within six (6) months after the damage occurs and shall be pursued diligently and completed within one (1) year of the occurrence. In the event of damage to the extent of seventy-five percent (75%) or more of the total value of all permanent improvements on the Premises during the last five (5) years of the term of this Lease, the Lessee for ninety (90) days shall have the option to agree to reconstruct the damaged improvements. Should the Lessee fail to notify the DPL in

writing of the exercise of its option to reconstruct within ninety (90) days of the occurrence of damage, the Premises shall be cleared at the Lessee's expense and upon completion of such clearing this Lease shall terminate. In the event Lessee shall elect not to rebuild damaged improvements during the last five-year term of the Lease, all insurance proceeds accruing as a result of the fire or damage, shall be for the sole benefit of and made payable to the DPL, or its lawful successors and assigns. Any damages incurred or suffered by any sublessee, assignee, mortgagee or otherwise as a result of such termination shall be borne solely by the Lessee.

ARTICLE 20. LIABILITY INSURANCE

The Lessee shall, from the Commencement Date of this Lease, procure and maintain in force during the entire term of this Lease or any extension thereof, at its sole expense, commercial general liability insurance (all risk) for the Premises and operations conducted thereon, with the DPL and the CNMI Government as named co-insured, in a company or companies authorized to do business in the Northern Mariana Islands, with a minimum coverage of \$\$1,000,000 per occurrence / \$5,000,000 in the aggregate or such higher amounts as the DPL may reasonably require. Copies of such policies shall be delivered to the DPL within thirty (30) days of their issuance, and shall contain a clause requiring at least thirty (30) days' written notice shall be given to the DPL prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease, the DPL may procure the necessary insurance, pay the premium therefore, and such premium shall be repaid to the DPL immediately upon the DPL's demand.

All insurance obtained by the Lessee in compliance with this Lease shall be obtained from reputable companies acceptable to the DPL.

ARTICLE 21. NOTICES

Except as otherwise specified herein, all notices required or permitted under this Lease shall be in writing and shall be delivered in person or deposited in the United States mail in an envelope addressed to the proper party, certified or registered mail, postage prepaid as follows:

DPL: Department of Public Lands
P.O. Box 500380
Saipan, MP 96950

LESSEE: [Input from Lease Data Sheet]

or at such other address as the DPL or Lessee may from time to time specify in writing. All notices shall be deemed delivered (1) on the date personal delivery is made, or (2) on the date falling three (3) days after the date of the post mark by the U.S. Post Office of any mail or notice properly addressed and containing sufficient postage.

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E. Notice of Termination. In the event of the termination of this Lease prior to the natural expiration of the term hereof, whether by summary proceedings to dispossess, service of notice to terminate or otherwise, due to default of the Lessee as provided in Article 27 hereof, or any other default of the Lessee, the DPL shall serve upon the holder of the then existing mortgage on this Lease or the Premises written notice of such termination. Nothing herein contained shall release the Lessee from any of its obligations under this Lease, which may not have been discharged or fully performed by any mortgagee of this Lease or the Premises, or its designee.

F. First Mortgage Only. Whenever reference is made herein to the holder of the mortgage on this Lease or the Premises, the same shall be deemed to refer only to the holder of the first record mortgage on this Lease or the Premises, if any, as shown by the records of the Commonwealth Recorder's office. Notice of such mortgage shall be sent to the DPL by certified or registered mail, and include a copy of the recorded mortgage certified by the Commonwealth Recorder's office as to the date and time of recordation. Any notice or other communication to any such mortgagee by the DPL shall be in writing and shall be served either personally or by certified or registered airmail address to such holder or mortgagee at his/her address appearing on such records or at such other address as may have been designated by notice in writing from such holder or mortgagee to the party serving such notice of communications. Nothing contained in this Article shall be construed so as to require the DPL to serve notices upon or recognize any leasehold mortgagees other than the holder or such first mortgage on this Lease or the Premises, as aforesaid.

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ARTICLE 22: RESERVATION OF EASEMENTS/MINERAL RIGHTS

This Lease shall be subject to all existing easements, roadways, and rights-of-way across or through the Premises. The DPL and the CNMI Government retain the right at all times to cause the construction, maintenance, operation or repair of public utilities or parts thereof on the premises, including, but not necessarily limited to, electric power transmission, telegraph, telephone and pipelines, and for roads and other community projects. Lessee shall be entitled to no compensation from the DPL or the CNMI government for such uses of the Premises. The DPL hereby reserves all rights to minerals and resources on the Premises, including the right of access to and use of such parts of the surface of the Premises as may be necessary for the mining and saving of said minerals. The right of ingress to and egress from the Premises upon which public utilities and other improvements have been constructed, and for the purposes of inspection by the DPL, as well as for the performance of official duties in the maintenance, operation and repair of such utilities and other improvements is hereby reserved.

ARTICLE 23. RIGHT OF INSPECTION; INGRESS/EGRESS

A. The DPL, its agents, and representatives shall have, upon reasonable notice, the right to enter the Premises at any time for inspection purposes in order to determine whether the provisions of the Lease are being complied with by the Lessee, to serve notices required under this Lease, or for any other purpose deemed appropriate by the DPL. In addition, DPL shall have the right to inspect and examine all the books, records, documents, and accounts of the Lessee or its sublessees, from time to time upon request.

B. The DPL reserves to the CNMI Government the right to order cessation of all operations on the Premises until further notice should the CNMI Government, any agency thereof, or the DPL determine the Lessee is not exercising a high degree of care in protecting the safety of persons and property in the conduct of its activities on the Premises.

Regardless of the above provisions, it always remains the sole responsibility and duty of the Lessee to ensure that the operation is operated in a safe and healthful manner.

ARTICLE 24. CONDEMNATION

The DPL and Lessee covenant and agree that in the event the whole property hereby leased shall be taken in condemnation proceedings or by any right of eminent domain, or otherwise, for public purposes, then and on the happening of any such event, the DPL or Lessee, may terminate this Lease and the Term hereby granted and all the rights of the Lessee hereunder, and the rent shall be paid up to the date of such condemnation or termination and any unearned rent paid in advance by the Lessee shall be refunded pro rata. In the event any portion of the property hereby leased is condemned or taken by right of eminent domain or otherwise for public purposes, thereby rendering the leased property unsuitable for the purpose of Lessee as stated in Article 2 above, then and on the happening of such event Lessee may terminate this Lease and the Term hereby granted,

and all the rights of the Lessee hereunder and the rent shall be paid up to the date of such termination or condemnation and any unearned rent paid in advance by the Lessee shall be refunded pro rata. If Lessee does not terminate this Lease upon such event, then the rent shall be reduced in proportion to the land taken as such bears to the total area of land leased. The DPL and the Lessee may each independently file separate claims in such proceedings for the purpose of having the value of their respective interests determined, and the award shall be paid accordingly; but if the public or governmental authorities shall object or refuse to permit separate claims to be proved and/or distributed in such manner, the DPL will prosecute all claims for damages to the Premises on behalf of both the DPL and the Lessee (and authority to do so is hereby granted), and after deducting all reasonable expenses incurred by the DPL incident thereto, the balance of said award shall be divided between the DPL and the Lessee as established in that proceeding. In the event the DPL prosecutes the claim on behalf of both parties hereto, all such awards shall be paid to the DPL for the account of the DPL and Lessee as hereinbefore provided.

ARTICLE 25. COVENANT AGAINST DISCRIMINATION

The use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, or a physical handicap, or as provided by Commonwealth or Federal laws.

ARTICLE 26. ABANDONMENT / UNDERUTILIZATION OF PREMISES

Should the Lessee fail to use the Premises for the purpose set forth in this Lease for a consecutive period of ninety (90) days without securing the written consent of the DPL, the Lessee shall be deemed to have abandoned the Premises, so that in such event this Lease may, at the option of the DPL, be terminated pursuant to the provisions of Article 27 hereof without further notice to the Lessee.

In the event of a use other than the permitted use set forth on the Lease Data Sheet, or utilization of the Premises that fails to comport with the conceptual design upon which this Lease was based, DPL may recapture all or portions of properties under lease when such lands may have a higher and better use than as actually being used or developed by Lessee. In such case Lessor shall give notice to Lessee and an opportunity to cure or within sixty (60) days reach agreement with the DPL on a proposed course of action to cure or such non-conforming or underutilized portions of the premises shall revert to the DPL.

ARTICLE 27. DEFAULT

Time is of the essence and Lessee shall automatically be in default of this Lease if:

A. Failure to pay. Lessee shall fail to pay any installment or rent hereby reserved or shall fail to pay any taxes or other charges required to be paid by Lessee within thirty (30) days after the due date under the terms of this Lease.

and all the rights of the Lessee hereunder and the rent shall be paid up to the date of such termination or condemnation and any unearned rent paid in advance by the Lessee shall be refunded pro rata. If Lessee does not terminate this Lease upon such event, then the rent shall be reduced in proportion to the land taken as such bears to the total area of land leased. The DPL and the Lessee may each independently file separate claims in such proceedings for the purpose of having the value of their respective interests determined, and the award shall be paid accordingly; but if the public or governmental authorities shall object or refuse to permit separate claims to be proved and/or distributed in such manner, the DPL will prosecute all claims for damages to the Premises on behalf of both the DPL and the Lessee (and authority to do so is hereby granted), and after deducting all reasonable expenses incurred by the DPL incident thereto, the balance of said award shall be divided between the DPL and the Lessee as established in that proceeding. In the event the DPL prosecutes the claim on behalf of both parties hereto, all such awards shall be paid to the DPL for the account of the DPL and Lessee as hereinbefore provided.

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ARTICLE 22: RESERVATION OF EASEMENTS/MINERAL RIGHTS

This Lease shall be subject to all existing easements, roadways, and rights-of-way across or through the Premises. The DPL and the CNMI Government retain the right at all times to cause the construction, maintenance, operation or repair of public utilities or parts thereof on the premises, including, but not necessarily limited to, electric power transmission, telegraph, telephone and pipelines, and for roads and other community projects. Lessee shall be entitled to no compensation from the DPL or the CNMI government for such uses of the Premises. The DPL hereby reserves all rights to minerals and resources on the Premises, including the right of access to and use of such parts of the surface of the Premises as may be necessary for the mining and saving of said minerals. The right of ingress to and egress from the Premises upon which public utilities and other improvements have been constructed, and for the purposes of inspection by the DPL, as well as for the performance of official duties in the maintenance, operation and repair of such utilities and other improvements is hereby reserved.

ARTICLE 23. RIGHT OF INSPECTION; INGRESS/EGRESS

A. The DPL, its agents, and representatives shall have, upon reasonable notice, the right to enter the Premises at any time for inspection purposes in order to determine whether the provisions of the Lease are being complied with by the Lessee, to serve notices required under this Lease, or for any other purpose deemed appropriate by the DPL. In addition, DPL shall have the right to inspect and examine all the books, records, documents, and accounts of the Lessee or its sublessees, from time to time upon request.

B. The DPL reserves to the CNMI Government the right to order cessation of all operations on the Premises until further notice should the CNMI Government, any agency thereof, or the DPL determine the Lessee is not exercising a high degree of care in protecting the safety of persons and property in the conduct of its activities on the Premises.

Regardless of the above provisions, it always remains the sole responsibility and duty of the Lessee to ensure that the operation is operated in a safe and healthful manner.

ARTICLE 24. CONDEMNATION

The DPL and Lessee covenant and agree that in the event the whole property hereby leased shall be taken in condemnation proceedings or by any right of eminent domain, or otherwise, for public purposes, then and on the happening of any such event, the DPL or Lessee, may terminate this Lease and the Term hereby granted and all the rights of the Lessee hereunder, and the rent shall be paid up to the date of such condemnation or termination and any unearned rent paid in advance by the Lessee shall be refunded pro rata. In the event any portion of the property hereby leased is condemned or taken by right of eminent domain or otherwise for public purposes, thereby rendering the leased property unsuitable for the purpose of Lessee as stated in Article 2 above, then and on the happening of such event Lessee may terminate this Lease and the Term hereby granted,

B. Other Breach of Lease. Lessee shall breach any term, provision or covenant of this lease, other than the payment of rent, taxes, or other charges, and fails to cure such breach within thirty (30) days from and after written notice from the DPL.

C. Insolvency or Bankruptcy. Lessee, its successors and assigns, becomes insolvent or file for relief under the United States Bankruptcy Code.

D. Abandonment. Lessee abandons the Premises as provided in Article 26.

Upon the occurrence of Lessee's default of this Lease as described above, all Lessee's rights under this Lease are terminated, including, but not necessarily limited to Lessee's right to use the Premises. Any notices, as may be required by law or this Lease, shall be delivered as provided by Article 21 of this lease.

ARTICLE 28. REMEDIES

Upon termination of Lessee's rights under this Lease pursuant to Article 27, the DPL may terminate this Lease and may, upon fifteen (15) days written notice, enter in, into and upon the leased premises and take possession of all buildings, fixtures and improvements, and evict Lessee without liability of trespass. The remedies herein shall not prejudice the DPL's other rights and remedies at law or equity.

ARTICLE 29. ACCORD AND SATISFACTION

No payment by Lessee or receipt by the DPL of a lesser amount than the annual rent herein stipulated shall be deemed to be other than on account of rents due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and the DPL may accept such check or payment without prejudice to the DPL's right to recover the balance of such rent or pursue any other remedy provided in this lease. In the event that the rent or any other monies which are due hereunder by Lessee are delinquent, the DPL may, upon the receipt of any payments, apply them to any account or period it shall determine in its discretion.

ARTICLE 30. WAIVER OF BREACH

Waiver by the DPL of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of rent by the DPL shall not be deemed to be a waiver of any of the terms or conditions including the remedies of DPL hereof. No covenant herein shall be deemed waived by the DPL unless such waiver is in writing by the DPL.

ARTICLE 31. EXPENSE OF ENFORCEMENT

If an action is brought by the DPL for rent or any other sums of money due under this Lease, or if any action is brought by the DPL to enforce performance of any of the covenants and/or conditions of this Lease,

Lessee shall pay reasonable attorney's fees to be fixed by the Court as a part of the costs in any action. Use of in-house counsel or the Office of Attorney General shall not be a basis to reduce or avoid an award of such costs. In such event, fees shall be calculated by multiplying the prevailing hourly rate for private counsel in the Commonwealth by the reasonable number of hours spent in connection with such enforcement activities.

ARTICLE 32. INDEMNIFY, DEFEND AND HOLD HARMLESS

Lessee hereby releases and forever discharges and agrees to defend, indemnify and hold harmless the DPL, the CNMI Government, their successors, employees and assigns, from any and all injury or loss and all liability for injury or loss to persons or property which occur on the Premises or which arise out of or in connection with any activities contemplated under this Lease during the Term of this Lease, any extension thereto or during any holdover by Lessee

whether or not such claims, demands or actions are rightfully or wrongfully brought or filed and against all costs incurred by the DPL, the CNMI Government, their successors, employees and assigns therein. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, Lessee agrees the DPL, the CNMI Government, their successors, employees and assigns may employ attorneys of their own selection to appear and defend the claim or action on their behalf, at the expense of the Lessee. The DPL, the CNMI Government, their successors, employees and assigns, at their own option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against them.

ARTICLE 33. QUIET ENJOYMENT

The DPL covenants that the Lessee, upon paying the rent required herein and upon fulfilling all the conditions and agreements required of the Lessee, shall and may lawfully, peacefully and quietly have, hold, use, occupy and possess and enjoy the property during the Term agreed upon without any suit, hindrance, eviction, ejection, molestation, or interruption whatsoever of or by the DPL, or by any other person lawfully claiming by, from, under or against the DPL.

ARTICLE 34. GOVERNMENT REQUIREMENT

Lessee shall procure all licenses, certificates, permits, and other required authorizations from any and all other governmental authorities having jurisdiction over the Operation of the Lessee under this Lease. Lessee shall provide the DPL with copies of all such licenses, certificates, permits and other required authorizations from other governmental authorities within three (3) months after the Commencement Date of this Lease.

Lessee shall pay reasonable attorney's fees to be fixed by the Court as a part of the costs in any action. Use of in-house counsel or the Office of Attorney General shall not be a basis to reduce or avoid an award of such costs. In such event, fees shall be calculated by multiplying the prevailing hourly rate for private counsel in the Commonwealth by the reasonable number of hours spent in connection with such enforcement activities.

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B. Other Breach of Lease. Lessee shall breach any term, provision or covenant of this lease, other than the payment of rent, taxes, or other charges, and fails to cure such breach within thirty (30) days from and after written notice from the DPL.

C. Insolvency or Bankruptcy. Lessee, its successors and assigns, becomes insolvent or file for relief under the United States Bankruptcy Code.

D. Abandonment. Lessee abandons the Premises as provided in Article 26.

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No payment by Lessee or receipt by the DPL of a lesser amount than the annual rent herein stipulated shall be deemed to be other than on account of rents due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and the DPL may accept such check or payment without prejudice to the DPL's right to recover the balance of such rent or pursue any other remedy provided in this lease. In the event that the rent or any other monies which are due hereunder by Lessee are delinquent, the DPL may, upon the receipt of any payments, apply them to any account or period it shall determine in its discretion.

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If an action is brought by the DPL for rent or any other sums of money due under this Lease, or if any action is brought by the DPL to enforce performance of any of the covenants and/or conditions of this Lease,

ARTICLE 35. UNLAWFUL USE AND COMPLIANCE WITH LAWS

Lessee covenants and agrees not to use or cause or permit to be used any part of the Premises for any unlawful conduct or purpose. Lessee agrees to comply with all property, building, health, sanitation, safety and other laws and regulations of the Commonwealth of the Northern Mariana Islands, which are in effect or which may hereafter become effective.

ARTICLE 36: HOLDOVER CLAUSE

If the Lessee fails to vacate the Premises upon the expiration, termination or cancellation of this Lease, Lessee shall be deemed a holdover Lessee. Such holdover Lessee shall be obligated to pay the DPL a holdover fee during the holdover period of not less than 150% of the monthly-prorated Base Rent and Additional Rent for the Five Year Period immediately preceding the holder period as provided in Article 5A. Payment of such liquidated damages shall in no way constitute a limitation upon any other rights or remedies the DPL may be entitled to pursue for violation of the Lease, for trespass or illegal possession or for any other cause of action arising out of holdover Lessee's failure to vacate the Premises including the right to evict the Lessee without court action, and the cost thereof to be paid by the Lessee.

ARTICLE 37. CONDITION OF PREMISES

The Lessee acknowledges that it has examined the Premises prior to the making of this Lease and knows the conditions thereof, and that no representations or warranties other than those expressed herein have been made by the DPL. Lessee hereby accepts the Premises as-is in their present condition at the Commencement Date of this Lease.

ARTICLE 38. VACATING THE PREMISES

Upon the expiration or earlier termination or cancellation of the Lease, the Lessee shall quietly and peacefully vacate the Premises and surrender the possession thereof. The DPL may, at its option, require the removal of all improvements and property on the Premises, or it may require all improvements, except removable personal property, trade fixtures and equipment, remain on the Premises and become the property of the DPL after termination of this Lease. Upon the failure or neglect of the Lessee to remove her property from the Premises or restore the Premises, the DPL, its officers or agents, may enter the Premises and remove all persons and property therefrom without recourse to any action or proceeding at law or in equity. Such removal and/or restoration shall be at the cost and expense of the Lessee, and no claim for damages of any nature whatsoever against the DPL, the CNMI Government or any officer or agent thereof shall be created by or made on account of such removal.

ARTICLE 39. PUBLIC AUDITOR

This Lease is subject to 1 CMC § 7845. The Lessee shall provide, upon request of the Public Auditor of the Commonwealth all records and reports, and shall allow audit, inspection, access and the right to copy her books, records, documents, correspondence, and any other data and material relating to this Lease, to the Public Auditor, and do any other acts required under 1 CMC § 7845. This right of access, inspections, and copying shall continue until the expiration of three (3) years after the final payment under the Lease is made, or such other time as set forth in 1 CMC § 7845.

ARTICLE 40. GENERAL PROVISIONS AND DEFINITIONS

A. Waiver. No waiver of any default of the Lessee hereunder shall be implied from any omission by the DPL to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect the default other than the default specified in the express waiver, and that only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Lease by the DPL shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the DPL to or of any act by the Lessee requiring the DPL's consent or approval shall not be deemed to waive or render unnecessary the DPL's consent or approval to or of any subsequent or similar acts by the Lessee. The acceptance of Lease fees by the DPL shall not be deemed to be a waiver of any of the terms or conditions, including the remedies of the DPL. No covenant of this Lease shall be deemed waived by either party unless such waiver is in writing and signed by the party waiving the covenant.

B. Agreement Complete. It is hereby expressly agreed that this Lease, together with the exhibits attached hereto, contains all of the terms, covenants, conditions and agreements between the parties hereto relating in any manner to the use and occupancy of the Premises, and that the execution hereof has not been induced by either of the parties by representations, promises or understandings not expressed herein and that there are no collateral agreements, stipulations, promises or understandings of any nature whatsoever between the parties hereto relating in any manner to the use and occupancy of the Premises, and none shall be valid or of any force or effect, and that the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to except in writing signed by the parties hereto.

C. Interpretation. The language in all parts of this Lease shall be in all cases construed simply, according to its fair meaning, and not strictly for or against the DPL or the Lessee. Captions and paragraph headings contained herein are for convenience and reference only, and shall not be deemed to limit or in any manner restrict the contents of the paragraph to which they relate.

D. DPL's Representative. The authorized representative of the DPL for purposes of this Lease shall be the Secretary of the Department of Public Lands or his/her designee.

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Lessee covenants and agrees not to use or cause or permit to be used any part of the Premises for any unlawful conduct or purpose. Lessee agrees to comply with all property, building, health, sanitation, safety and other laws and regulations of the Commonwealth of the Northern Mariana Islands, which are in effect or which may hereafter become effective.

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ARTICLE 37. CONDITION OF PREMISES

The Lessee acknowledges that it has examined the Premises prior to the making of this Lease and knows the conditions thereof, and that no representations or warranties other than those expressed herein have been made by the DPL. Lessee hereby accepts the Premises as-is in their present condition at the Commencement Date of this Lease.

ARTICLE 38. VACATING THE PREMISES

Upon the expiration or earlier termination or cancellation of the Lease, the Lessee shall quietly and peacefully vacate the Premises and surrender the possession thereof. The DPL may, at its option, require the removal of all improvements and property on the Premises, or it may require all improvements, except removable personal property, trade fixtures and equipment, remain on the Premises and become the property of the DPL after termination of this Lease. Upon the failure or neglect of the Lessee to remove her property from the Premises or restore the Premises, the DPL, its officers or agents, may enter the Premises and remove all persons and property therefrom without recourse to any action or proceeding at law or in equity. Such removal and/or restoration shall be at the cost and expense of the Lessee, and no claim for damages of any nature whatsoever against the DPL, the CNMI Government or any officer or agent thereof shall be created by or made on account of such removal.

E. Lessee's Representative. The authorized representative of the Lessee for purposes of this lease shall be as set forth on the Lease Data Sheet.

F. Law Governing. This Lease shall be governed by the laws and regulations of the Commonwealth of the Northern Mariana Islands, both as to performance and interpretation therein. If any provision of this Lease shall be held invalid under the laws of the Commonwealth of the Northern Mariana Islands for any reason, the same shall in no way impair the validity of the remaining provisions of this Lease, and the remaining provisions of the Lease shall otherwise remain in full force and effect.

G. Gross Receipts. "Gross Receipts", as that term is used herein, means all income or revenue whatsoever, including money and any other thing of value, received by or paid to the Lessee, its sublessees or concessionaires, or received by or paid to others for the use and benefit of any of the aforementioned, derived from business done, sales made or services rendered from, on, or related to the leased Premises, or derived from the subleasing, sub-renting, permitting, contracting, or other use of the same. The Lessee shall not directly or indirectly divert from inclusion in Gross Receipts any income or revenue whatsoever derived from the leased Premises to any other business or enterprise located elsewhere and all revenues from any attempted or inadvertent diversion shall be calculated as revenue hereunder.

The following items may be deducted from the gross receipts:

1) credits for the exchange of goods or merchandise from the premises to another store or stores owned or operated by the Lessee, its parent or affiliate, where such exchange is made solely for the convenience of business and not for the purpose of consummating a sale previously made directly or indirectly from or upon the Premises;

2) to the extent the same shall have been included in "Gross Receipts", there shall be deducted credits to customers for returned merchandise, merchandise trade-ins, exchanges, and merchandise cancellations, ;

3) the amount derived from the sale or other disposition of fixtures, goodwill, improvements, furnishings, equipment, accessory, appliance, utensils or any other item of property: (i) which is either sold outside the ordinary course of the Lessee's business; or (ii) which is not acquired or held by the Lessee as a stock-in-trade or inventory for resale in the ordinary course of the Lessee's business;

ARTICLE 41. LEASE AGREEMENT BINDING

This Lease and the covenants, conditions and restrictions hereof shall extend to and be binding upon the parties hereto, their heirs, successors and assigns and to any other person claiming to hold or to exercise any interest by, under or through any of the parties hereto.

ARTICLE 42. ADDITIONAL OBLIGATIONS OF LESSEE

Lessee shall perform all responsibilities, obligations, and duties set forth on the Lease Data Sheet as if set forth within the body of this Lease.

ARTICLE 43. PERSONAL / PARENT COMPANY GUARANTEE

In further consideration for this Lease, Lessee's majority shareholder(s) and parent corporation(s) identified on the Lease Data Sheet, jointly and severally guarantee full performance of all terms and conditions to be performed by Lessee under this Lease including but not limited to, prompt payment of any and all obligations that may arise under this Lease as follows:

- A. Guarantors, jointly and severally, will in all respects guarantee the due and proper performance of the Lease and the due observance and prompt performance of all obligations, duties, undertakings, covenants, warranties, and conditions by or on the part of the Lessee contained therein and to be observed and performed by Lessee, which guarantee shall extend to included any variation or addition to the Lease throughout its Term and any permitted extension thereof.
- B. If Lessee fails to carry out, observe or perform all any of such obligations, duties undertakings, covenants, warranties and/or conditions under the Lease (unless relieved from the performance of any part of the Lease by statute or by the decision of a court or tribunal of competent jurisdiction) the Guarantors will be jointly and severally liable for and shall indemnify the DPL against all losses, damages, costs and expenses, whatsoever which the Beneficiary may incur by reason or in consequence of any such failure to carry out observe
- C. The Guarantors, (or any one of them), shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:-
 1. Any alteration to the nature of extent of the Lease;
 2. Any allowance of time, forbearance, indulgence or other concession granted to the Lessee under the Lease or any other compromise or settlement of any dispute between the DPL and the Lessee
 3. The liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity or any change in the name, composition or constitution of the Lessee or the Guarantor(s).
- D. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Lessee under the Lease shall have been satisfied or performed in full and is in addition to an not in substitution for any other security which the DPL may at any time

ARTICLE 42. ADDITIONAL OBLIGATIONS OF LESSEE

Lessee shall perform all responsibilities, obligations, and duties set forth on the Lease Data Sheet as if set forth within the body of this Lease.

ARTICLE 43. PERSONAL / PARENT COMPANY GUARANTEE

In further consideration for this Lease, Lessee's majority shareholder(s) and parent corporation(s) identified on the Lease Data Sheet, jointly and severally guarantee full performance of all terms and conditions to be performed by Lessee under this Lease including but not limited to, prompt payment of any and all obligations that may arise under this Lease as follows:

A. Guarantors, jointly and severally, will in all respects guarantee the due and proper performance of the Lease and the due observance and prompt performance of all obligations, duties, undertakings, covenants, warranties, and conditions by or on the part of the Lessee contained therein and to be observed and performed by Lessee, which guarantee shall extend to included any variation or addition to the Lease throughout its Term and any permitted extension thereof.

B. If Lessee fails to carry out, observe or perform all any of such obligations, duties undertakings, covenants, warranties and/or conditions under the Lease (unless relieved from the performance of any part of the Lease by statute or by the decision of a court or tribunal of competent jurisdiction) the Guarantors will be jointly and severally liable for and shall indemnify the DPL against all losses, damages, costs and expenses, whatsoever which the Beneficiary may incur by reason or in consequence of any such failure to carry out observe

C. The Guarantors, (or any one of them), shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:-

1. Any alteration to the nature of extent of the Lease;
2. Any allowance of time, forbearance, indulgence or other concession granted to the Lessee under the Lease or any other compromise or settlement of any dispute between the DPL and the Lessee
3. The liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity or any change in the name, composition or constitution of the Lessee or the Guarantor(s).

D. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Lessee under the Lease shall have been satisfied or performed in full and is in addition to an not in substitution for any other security which the DPL may at any time

E. Lessee's Representative. The authorized representative of the Lessee for purposes of this lease shall be as set forth on the Lease Data Sheet.

F. Law Governing. This Lease shall be governed by the laws and regulations of the Commonwealth of the Northern Mariana Islands, both as to performance and interpretation therein. If any provision of this Lease shall be held invalid under the laws of the Commonwealth of the Northern Mariana Islands for any reason, the same shall in no way impair the validity of the remaining provisions of this Lease, and the remaining provisions of the Lease shall otherwise remain in full force and effect.

G. Gross Receipts. "Gross Receipts", as that term is used herein, means all income or revenue whatsoever, including money and any other thing of value, received by or paid to the Lessee, its sublessees or concessionaires, or received by or paid to others for the use and benefit of any of the aforementioned, derived from business done, sales made or services rendered from, on, or related to the leased Premises, or derived from the subleasing, sub-renting, permitting, contracting, or other use of the same. The Lessee shall not directly or indirectly divert from inclusion in Gross Receipts any income or revenue whatsoever derived from the leased Premises to any other business or enterprise located elsewhere and all revenues from any attempted or inadvertent diversion shall be calculated as revenue hereunder.

The following items may be deducted from the gross receipts:

1) credits for the exchange of goods or merchandise from the premises to another store or stores owned or operated by the Lessee, its parent or affiliate, where such exchange is made solely for the convenience of business and not for the purpose of consummating a sale previously made directly or indirectly from or upon the Premises;

2) to the extent the same shall have been included in "Gross Receipts", there shall be deducted credits to customers for returned merchandise, merchandise trade-ins, exchanges, and merchandise cancellations, ;

3) the amount derived from the sale or other disposition of fixtures, goodwill, improvements, furnishings, equipment, accessory, appliance, utensils or any other item of property: (i) which is either sold outside the ordinary course of the Lessee's business; or (ii) which is not acquired or held by the Lessee as a stock-in-trade or inventory for resale in the ordinary course of the Lessee's business;

ARTICLE 41. LEASE AGREEMENT BINDING

This Lease and the covenants, conditions and restrictions hereof shall extend to and be binding upon the parties hereto, their heirs, successors and assigns and to any other person claiming to hold or to exercise any interest by, under or through any of the parties hereto.

hold for the performance of such obligations and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Lessee.

- E. So long as any sums are payable (contingently or otherwise) by the Lessee to the DPL under the terms of the Lease then the Guarantors shall not exercise any right of set off or counterclaim against the Lessee or any other person or prove in competition with the DPL in respect of any payment by the Guarantors hereunder and in case either Guarantor receives any sum from the Lessee or any other person in respect of any payment of the Guarantors hereunder the respective Guarantor shall hold such monies in trust for the DPL so long as any sums are payable (contingently or otherwise) under this Guarantee.
- F. Guarantors will not, without prior written consent of the DPL hold any security from the Lessee or any other person in respect of the Guarantors' liability hereunder or in respect of any liabilities or other obligations of the Lessee to the Guarantors. The Guarantors will hold any security held by it in breach of this provision in trust for the DPL.
- G. This Guarantee is in addition to and not in substitution for any present and future guarantee lien or other security held by the DPL. The DPL's rights under this Guarantee are in addition to and not exclusive of those provided by law.

Guarantors each agree to waive any corporate protection under the law pertaining to such guarantee of full performance hereunder.

IN WITNESS WHEREOF, the parties hereunto set their respective hands, the date and year first written above.

LESSEE

By: _____

Date: _____

NOW IN CONSIDERATION OF THE SUM OF ONE UNITED STATES DOLLAR (\$1.00) (THE RECEIPT AND SUFFICIENCY OF WHICH THE GUARANTORS HEREBY ACKNOWLEDGE) THE GUARANTORS HEREBY COVENANT WITH THE DPL AS IS SET FORTH IN ARTICLE 43 ABOVE.

GUARRANTORS

[]

By: _____

Name: _____

Title: President

[]

By: _____

Name: _____

Title: President

hold for the performance of such obligations and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Lessee.

- E. So long as any sums are payable (contingently or otherwise) by the Lessee to the DPL under the terms of the Lease then the Guarantors shall not exercise any right of set off or counterclaim against the Lessee or any other person or prove in competition with the DPL in respect of any payment by the Guarantors hereunder and in case either Guarantor receives any sum from the Lessee or any other person in respect of any payment of the Guarantors hereunder the respective Guarantor shall hold such monies in trust for the DPL so long as any sums are payable (contingently or otherwise) under this Guarantee.
- F. Guarantors will not, without prior written consent of the DPL hold any security from the Lessee or any other person in respect of the Guarantors' liability hereunder or in respect of any liabilities or other obligations of the Lessee to the Guarantors. The Guarantors will hold any security held by it in breach of this provision in trust for the DPL.
- G. This Guarantee is in addition to and not in substitution for any present and future guarantee lien or other security held by the DPL. The DPL's rights under this Guarantee are in addition to and not exclusive of those provided by law.

Guarrantors each agree to waive any corporate protection under the law pertaining to such guarantee of full performance hereunder.

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LESSEE

By: _____

Date: _____

NOW IN CONSIDERATION OF THE SUM OF ONE UNITED STATES DOLLAR (\$1.00) (THE RECEIPT AND SUFFICIENCY OF WHICH THE GUARANTORS HEREBY ACKNOWLEDGE) THE GUARANTORS HEREBY COVENANT WITH THE DPL AS IS SET FORTH IN ARTICLE 43 ABOVE.

GUARRANTORS

**SCHEDULE 1
Lease Data Sheet**

Lessee Name:

Form of Business Entity:

Permitted Purpose of Lease:

Lease Term:

Property Description:

Fee Simple Value of Premises (applicable during first 5 years of term):

Base Rent during initial 5 year period (in dollars):

Additional Rent (as percent of BGR):

Security Deposit:

Public Benefit Obligations:

Additional Obligations of Lessee:

Additional Restrictions upon Lessee:

Specific Authorizations (permitted under body of lease):

§ 145-70-120 Underwriting Requirements

In order for the DPL to properly assess and compare proposals, Project Details – All proposals submitted shall include the following:

- (a) **Qualifying Criteria.**
 - 1) **Character** - Evidence of experience in and knowledge of the industry of the proposed development. Be in good standing with taxing and regulatory authorities, creditors, and depository institutions.
 - 2) **Capacity** - Combined net worth of Applicant and Related Parties of at least 30% of the proposed development cost. Current Free Cash Flow to cover at least 150% of Basic Rent.
 - 3) **Capital** - Combined liquid capital (cash or cash equivalents) to cover at least 20% of the total cost of development or attestation from a reputable investment bank experienced in funding similar projects on Applicant group's ability to raise 105% of the capital required to fund the development including Applicant's capital.
- (b) **Business plan** including financial projections, opportunities and risks, and who or what the competition is in its industry. Pro forma financial statements including profit and loss statement, cash flows, and balance sheet for first five years of the proposed development, and revenue projections over the life of the lease. If multiple revenue generating activities will be conducted, pro forma statements shall show revenues from each activity including the subletting of commercial space to tenants.
- (c) **Financial Documents.**
 - (1) Evidence of adequate financing to fund the proposed development and satisfy payment obligations under the proposed lease including documents showing the funding source and an attestation to the legal nature of funds.
 - (2) Financial Statements of applicant, guarantors, Related Party, or equity investors/shareholders of the Applicant. Audited statements are required for companies with business gross revenues of \$500,000 or greater
- (d) **Ownership, Structure, Resolutions to Enter Lease, Guarantees**
 - (1) List of owners having an ownership interest in the Applicant of 10% or greater.
 - (2) Certified entity formation documentation, certificate of incumbancy, and transactional authorizations of Lessee and Related Parties. If Lessee or any Related Party is not a domestic entity or resident individual, such party shall first be domesticated and authorized to do business in the Commonwealth. Foreign documents and signatures shall be authenticated and legalized (or apostilled if originated in Hague Convention jurisdiction). An organizational chart showing the relationship of parent companies, subsidiaries, and Related Parties involved in the funding and operations of the proposed development shall be provided.
 - (3) Formal resolution from Applicant authorizing Applicant to enter a lease with the DPL and designating a specific director or officer of Applicant to negotiate and execute the lease agreement and related transactional documents.
 - (4) Formal resolution from each Related Party identifying its authorized signatory and authorizing Related Party to provide full financial support for the proposed project and to guarantee Applicant's obligations under the lease agreement.
 - (5) Evidence of ability to secure Performance Bond, Completion Bond and/ or Stand by Letter of Credit as security for lessee's development obligations under the lease
 - (6) Agreement to issue personal guarantee from all Related Parties
- (e) **Construction Plans and Specifications.** Applicant shall provide:
 - (1) Architectural layout and design of the development overall with its application, and the same

§ 145-70-120 Underwriting Requirements

In order for the DPL to properly assess and compare proposals, Project Details – All proposals submitted shall include the following:

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 - 2) Capacity - Combined net worth of Applicant and Related Parties of at least 30% of the proposed development cost. Current Free Cash Flow to cover at least 150% of Basic Rent.
 - 3) Capital - Combined liquid capital (cash or cash equivalents) to cover at least 20% of the total cost of development or attestation from a reputable investment bank experienced in funding similar projects on Applicant group's ability to raise 105% of the capital required to fund the development including Applicant's capital.

- (b) Business plan including financial projections, opportunities and risks, and who or what the competition is in its industry. Pro forma financial statements including profit and loss statement, cash flows, and balance sheet for first five years of the proposed development, and revenue projections over the life of the lease. If multiple revenue generating activities will be conducted, pro forma statements shall show revenues from each activity including the subletting of commercial space to tenants.

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 - (1) Evidence of adequate financing to fund the proposed development and satisfy payment obligations under the proposed lease including documents showing the funding source and an attestation to the legal nature of funds.
 - (2) Financial Statements of applicant, guarantors, Related Party, or equity investors/shareholders of the Applicant. Audited statements are required for companies with business gross revenues of \$500,000 or greater

- (d) Ownership, Structure, Resolutions to Enter Lease, Guarantees
 - (1) List of owners having an ownership interest in the Applicant of 10% or greater.
 - (2) Certified entity formation documentation, certificate of incumbency, and transactional authorizations of Lessee and Related Parties. If Lessee or any Related Party is not a domestic entity or resident individual, such party shall first be domesticated and authorized to do business in the Commonwealth. Foreign documents and signatures shall be authenticated and legalized (or apostilled if originated in Hague Convention jurisdiction). An organizational chart showing the relationship of parent companies, subsidiaries, and Related Parties involved in the funding and operations of the proposed development shall be provided.
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**SCHEDULE 1
Lease Data Sheet**

Lessee Name:

Form of Business Entity:

Permitted Purpose of Lease:

Lease Term:

Property Description:

Fee Simple Value of Premises (applicable during first 5 years of term):

Base Rent during initial 5 year period (in dollars):

Additional Rent (as percent of BGR):

Security Deposit:

Public Benefit Obligations:

Additional Obligations of Lessee:

Additional Restrictions upon Lessee:

Specific Authorizations (permitted under body of lease):

- shall be updated at each phase of development.
- (2) Renderings showing the proposed layout, elevations of the facility and how it will be situated on the premises.
 - (3) Timeline for construction schedule and cost schedule updated at each phase of development.

Part 200 – Policies and Procedures for Temporary Non Exclusive Occupancy of Public Lands

DPL's authority does not extend to the issuance of land use permits and licenses. "land use" in the licensing and permitting context generally involves the regulation of specific uses or activities, without regard to ownership or authorization to occupy land. The authorities that regulate the use of land in the Commonwealth include Zoning, BECQ, Historic Preservation Office, and other Government regulatory agencies that issue permits and licenses pursuant to their respective enabling legislation. DPL, however is charged with management of the use of public lands, subject to its land use plan and all other land use regulations and regulatory agency approvals. The regulations in this Part describe how the DPL will manage and authorize such public land use, and the fees and charges that will be imposed therefore. These regulations neither supersede, nor amend the Commonwealth's land use regulations.

§ 145-70-201 General Requirements

- (a) The temporary occupancy of public lands or properties may be authorized via Temporary Occupancy Agreements, Concession Agreements, Permits, and other agreements appropriate for the activity to be conducted. The activity for which the premises will be used must be permitted by the land use permitting agencies of the CNMI and applicable laws. These agreements shall generally:
 - (1) Provide a benefit to the public;
 - (2) Be short term or intermittent in nature;
 - (3) Be reviewed periodically for compliance;
 - (4) Prohibit the construction of permanent structures;
 - (5) Provide non-exclusive rights to the land or property unless otherwise stated in these regulations;
 - (6) Be non-transferable, non-assignable, and cannot be sold, subjected to mortgage, or used as collateral;
 - (7) Self-terminate should Occupant or Operator cease to exist or ceases the activity described in the application; and
 - (8) Require compliance with all business licensing, permitting, and regulatory requirements for business or other activities to be conducted including without limitation all zoning, building and other permits as applicable.

§ 145-70-205 Occupancy and Easements for Private Telecommunications

Non-exclusive subsurface occupancy rights or easements granted to non-governmental telecommunications service providers may be granted for multiple year terms up to twenty five (25) years in total. Occupancy or proposed uses that sever, transact, or present a material impediment to the use of the surface land or air above or otherwise render the burdened and/or adjacent lands undevelopable, shall not be eligible for easement or similar authorization contemplated in this section but instead, shall only be granted through leases of full burdened parcels on commercially reasonable terms in accordance with the leasing regulations set forth herein.

- (a) **Underground Telecommunication Cables** – The activity involving the use of public lands to lay, maintain and operate underground telecommunication cable wires and related telecommunication equipment. Upon promulgation of these regulations the annual fee for buried cable trenches shall be 5.0% per year of 50.0% of average market price of lands on the island where the trenching will occur. Average market price shall be an area-weighted average determined by DPL based on recent publicly available real estate sales data for fee simple land transactions.
- (b) **Telecommunication Tower** – The activity involving the use of public lands to, erect, maintain and operate commercial pedestals, access nodes underground telecommunication cable wires and radio transmitter antenna, and or wireless communication equipment shelter for cellular telephones, paging systems or similar related wireless telecommunication equipment. The annual fee for the use of public land for this purpose shall be 8.00% of the estimated fair market value. In environmentally, historically, or otherwise sensitive areas including tourist destinations, such activity (if permitted in DPL's sole discretion) may be subject to space-sharing conditions as imposed by DPL

§ 145-70-210 Temporary Occupancy Agreement

Temporary Occupancy Agreements (TOA) shall be used for the temporary occupancy of certain public lands laying fallow at the time of application where no proposals have been received by DPL for the long term lease of those lands. In any case, TOA's do not in any way grant an interest in the land, written or implied, and the construction of permanent structures shall not be allowed. Allowable purposes include short-term agricultural use, temporary livestock grazing, sporting or social events, or planning activities in anticipation of a lease. TOAs are subject to termination upon thirty (30) day's written notice by DPL.

- (a) The following apply to all TOA's:
 - (1) All TOAs are terminable by DPL at will;
 - (2) Applications shall be made annually two months prior to expiration or as solicited via a Request for Proposal or at auction;
 - (3) Fee per use shall be an annual charge of 8% of BGR but not less than \$250, or such greater amount as bid;
 - (4) TOAs are non exclusive with the exception of Agricultural, Vehicular Parking, Staging, and Quarry which shall be exclusive and limited to the activities performed directly by Occupant;
 - (5) Property shall be used solely as outlined in the application for TOA in accordance and DPLs regulations for the operations of the Occupant;
 - (6) DPL can demand the removal of any and all structures at any time at Occupant's expense; and
- (b) Agricultural use shall be limited to family subsistence (non-commercial) purposes as follows:
 - (1) Farming - limited to up to 2,000 square meters (per household) of public lands determined by DPL to be suitable for farming, annual fee shall be \$250.00 per TOA; and
 - (2) Livestock – limited to up to 10,000 square meters (per household) of public lands for grazing, or livestock, annual fee shall be \$1,250.00 per TOA.
 - (3) Agricultural uses in excess of the limitations in this subsection, or which require fixed terms shall be subject to the lease requirements of these regulations.
- (c) Vehicular Parking - The activity that involves a location(s) and designated area(s)/assignment(s) on public land where motor vehicles may be temporarily stored or parked.
 - (1) Temporary vehicular parking spaces are categorized as primary, secondary, and tertiary parking zones. The parking zone descriptions for Rota and Tinian, respectively are shown in Schedule

- (a) **Underground Telecommunication Cables** – The activity involving the use of public lands to lay, maintain and operate underground telecommunication cable wires and related telecommunication equipment. Upon promulgation of these regulations the annual fee for buried cable trenches shall be 5.0% per year of 50.0% of average market price of lands on the island where the trenching will occur. Average market price shall be an area-weighted average determined by DPL based on recent publicly available real estate sales data for fee simple land transactions.
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 - (1) Temporary vehicular parking spaces are categorized as primary, secondary, and tertiary parking zones. The parking zone descriptions for Rota and Tinian, respectively are shown in Schedule

- shall be updated at each phase of development.
- (2) Renderings showing the proposed layout, elevations of the facility and how it will be situated on the premises.
 - (3) Timeline for construction schedule and cost schedule updated at each phase of development.

Part 200 – Policies and Procedures for Temporary Non Exclusive Occupancy of Public Lands

DPL's authority does not extend to the issuance of land use permits and licenses. "land use" in the licensing and permitting context generally involves the regulation of specific uses or activities, without regard to ownership or authorization to occupy land. The authorities that regulate the use of land in the Commonwealth include Zoning, BECQ, Historic Preservation Office, and other Government regulatory agencies that issue permits and licenses pursuant to their respective enabling legislation. DPL, however is charged with management of the use of public lands, subject to its land use plan and all other land use regulations and regulatory agency approvals. The regulations in this Part describe how the DPL will manage and authorize such public land use, and the fees and charges that will be imposed therefore. These regulations neither supersede, nor amend the Commonwealth's land use regulations.

§ 145-70-201 General Requirements

- (a) The temporary occupancy of public lands or properties may be authorized via Temporary Occupancy Agreements, Concession Agreements, Permits, and other agreements appropriate for the activity to be conducted. The activity for which the premises will be used must be permitted by the land use permitting agencies of the CNMI and applicable laws. These agreements shall generally:
 - (1) Provide a benefit to the public;
 - (2) Be short term or intermittent in nature;
 - (3) Be reviewed periodically for compliance;
 - (4) Prohibit the construction of permanent structures;
 - (5) Provide non-exclusive rights to the land or property unless otherwise stated in these regulations;
 - (6) Be non-transferable, non-assignable, and cannot be sold, subjected to mortgage, or used as collateral;
 - (7) Self-terminate should Occupant or Operator cease to exist or ceases the activity described in the application; and
 - (8) Require compliance with all business licensing, permitting, and regulatory requirements for business or other activities to be conducted including without limitation all zoning, building and other permits as applicable.

§ 145-70-205 Occupancy and Easements for Private Telecommunications

Non-exclusive subsurface occupancy rights or easements granted to non-governmental telecommunications service providers may granted for multiple year terms up to twenty five (25) years in total. Occupancy or proposed uses that sever, transact, or present a material impediment to the use of the surface land or air above or otherwise render the burdened and/or adjacent lands undevelopable, shall not be eligible for easement or similar authorization contemplated in this section but instead, shall only be granted through leases of full burdened parcels on commercially reasonable terms in accordance with the leasing regulations set forth herein.

145-70-210(c)(1). The parking zones for Saipan are tied to the Saipan Zoning districts as follows:

<u>Primary</u>	<u>Secondary</u>	<u>Tertiary</u>
GC: Garapan Core	IN: Industrial	AG: Agriculture
GE: Garapan East	VC: Village Commercial	RU: Rural
BR: Beach Road		
MC: Mixed Commercial		
TR: Tourist Resort		

- (2) The fees quarterly per square meter fee shall be \$10.00 for primary, \$6.00 for secondary, and \$2.00 for tertiary zones.
- (d) Signboards/Banners – The activity that involves erecting or placement of a board, poster, banner, a piece of cloth or bunting, placard, or other sign varying in size, color, and design which is displayed, posted, erected, hung, or tied in a certain public location or tract of land to advertise or to convey information or a direction.
- (1) Public lands for the placement of signboards or banners are categorized as primary, secondary, and tertiary zones identical to Vehicular Parking.
- (2) CNMI government shall not be charged a fee for locally funded signboards for public awareness purposes. The fees for the placement of signboard by other Applicants are shown in the tables below:

SIGNBOARD PERMIT STANDARD FEES

	Primary Zone	Secondary Zone	Tertiary Zone
Annually	\$600.00	\$350.00	\$250.00
Monthly	\$100.00	\$ 70.00	\$ 50.00

SIGNBOARD PERMIT FEES – NON-INCOME GENERATING NON-PROFITS

	All Zones
Annually	\$250.00
Monthly	\$ 50.00

- (e) Roadside Vendors - The activity that involves the use of a temporary structure, vehicle, or mobile canteen for the sale of local produce or fish, other perishables or non-perishable items such as handicrafts, trinkets, souvenirs, or other goods, at a permitted distance from the side of a road or thoroughfare at a location(s) or designated area(s)/assignment(s) on public land.
- (f) Maintenance - The activity that involves the clearing and cutting of brush or vegetation for no-use purposes (ex. Fire break).
- (1) Residential – shall not be on more than 300 square meters of public lands adjacent to an Occupant's private property. The fee is a non-refundable application fee of \$20.00 per year.
- (2) Commercial – no more than 300 square meters of public lands adjacent to a commercial facility. The non-refundable application fee is \$50.00 per year. Rent shall be 0.25% per year of the average value of land in the area.
- (g) Filming/Photography - The activity involving the use of public lands in the production of video or motion picture films, commercial advertisement filming, photography and other activities that involve video or film production at certain locations or areas of public lands.

- (1) The fee for engaging in commercial motion/still filming or photography on Public Land in any location in the CNMI is \$250.00 per day plus location credits within the publication indicating that the film or photograph was taken in the CNMI, the island, and the specific location. Use of any part of a day is charged as one full day. One full day is defined as a continuous 24-hour period beginning at 12:01 a.m.
 - (2) The fee for still/portrait photography not for commercial publication, sale, or distribution (e.g. family portrait intended for sale only to the subject family) shall be \$1,000.00 per year per photographer.
 - (3) The Occupant shall provide DPL a copy of the finished product, and location credits within the product indicating that the film or photograph was taken in the CNMI, the island, and specific location.
 - (4) Applicants must submit a copy of their CNMI business license, sufficient liability insurance, and an approved CRM permit along with their application.
- (h) **Staging** - The activity involving the temporary use of public lands to store or place construction equipment, materials, tool sheds, contractor's trailer or field office, and for storage or stockpiling of materials (e.g. coral, aggregate, or manufactured sand), and other similar uses incidental to a construction project. The fee for the temporary use of public land for a staging area is 8.00% of the property value per year, or a fraction thereof.
- (i) **Quarry** - A large, open excavation or pit from which rock products or other minerals are extracted by excavation, cutting, or blasting (this definition also includes mining activities).
 - (1) The permit shall specify the type of materials the Permittee is authorized to extract and sell.
 - (2) Upon promulgation of these regulations, the Minimum Annual Rent shall be the total of \$12,000. Each year following promulgation of these regulations, the Minimum Annual Rent shall increase by 5.00% in each subsequent year. Additionally, permittee shall pay a Royalty Fee of at least \$3.00 per cubic yard of limestone materials extracted, plus 0.50% of BGR, or such greater amounts as proposed for each category.
 - (3) Extraction of other materials shall be subject to additional permitting and assessed a higher royalty fee as a percentage of market prices as quoted on a major U.S. commodities exchange for those materials or minerals.
- (j) **Encroachment** - The activity involving the temporary use of public land for commercial or residential purposes (e.g., beach bar and grill, barbeque pavilions, temporary and permanent structures, etc).
- (1) The annual fee for the temporary permitted encroachment on public land for commercial purposes is based on 8.00% of the estimated fair market value or 3.00% gross receipts if this amount is greater than the annual permit fee.
 - (2) The annual fee for the temporary use of public land for residential applicant purposes is 4.00% of the estimated fair market value.

§ 145-70-215 Concession Agreements

Concession agreements grant the concessionaire the right to conduct business operations from a designated area or venue on terms determined by DPL.

- a) Upon receipt of request, DPL will determine the desirability of proposed use and past performance and /or experience (if any) of proposed concessionaire. If acceptable to the DPL and if consistent with designated use, zoning, surrounding activities, DPL may issue a Notice of Intent.

- (1) The fee for engaging in commercial motion/still filming or photography on Public Land in any location in the CNMI is \$250.00 per day plus location credits within the publication indicating that the film or photograph was taken in the CNMI, the island, and the specific location. Use of any part of a day is charged as one full day. One full day is defined as a continuous 24-hour period beginning at 12:01 a.m.
 - (2) The fee for still/portrait photography not for commercial publication, sale, or distribution (e.g. family portrait intended for sale only to the subject family) shall be \$1,000.00 per year per photographer.
 - (3) The Occupant shall provide DPL a copy of the finished product, and location credits within the product indicating that the film or photograph was taken in the CNMI, the island, and specific location.
 - (4) Applicants must submit a copy of their CNMI business license, sufficient liability insurance, and an approved CRM permit along with their application.
- (h) **Staging** - The activity involving the temporary use of public lands to store or place construction equipment, materials, tool sheds, contractor's trailer or field office, and for storage or stockpiling of materials (e.g. coral, aggregate, or manufactured sand), and other similar uses incidental to a construction project. The fee for the temporary use of public land for a staging area is 8.00% of the property value per year, or a fraction thereof.
- (i) **Quarry** - A large, open excavation or pit from which rock products or other minerals are extracted by excavation, cutting, or blasting (this definition also includes mining activities).
- (1) The permit shall specify the type of materials the Permittee is authorized to extract and sell.
 - (2) Upon promulgation of these regulations, the Minimum Annual Rent shall be the total of \$12,000. Each year following promulgation of these regulations, the Minimum Annual Rent shall increase by 5.00% in each subsequent year. Additionally, permittee shall pay a Royalty Fee of at least \$3.00 per cubic yard of limestone materials extracted, plus 0.50% of BGR, or such greater amounts as proposed for each category.
 - (3) Extraction of other materials shall be subject to additional permitting and assessed a higher royalty fee as a percentage of market prices as quoted on a major U.S. commodities exchange for those materials or minerals.
- (j) **Encroachment** - The activity involving the temporary use of public land for commercial or residential purposes (e.g., beach bar and grill, barbeque pavilions, temporary and permanent structures, etc).
- (1) The annual fee for the temporary permitted encroachment on public land for commercial purposes is based on 8.00% of the estimated fair market value or 3.00% gross receipts if this amount is greater than the annual permit fee.
 - (2) The annual fee for the temporary use of public land for residential applicant purposes is 4.00% of the estimated fair market value.

§ 145-70-215 Concession Agreements

Concession agreements grant the concessionaire the right to conduct business operations from a designated area or venue on terms determined by DPL.

- a) Upon receipt of request, DPL will determine the desirability of proposed use and past performance and /or experience (if any) of proposed concessionaire. If acceptable to the DPL and if consistent with designated use, zoning, surrounding activities, DPL may issue a Notice of Intent.

145-70-210(c)(1). The parking zones for Saipan are tied to the Saipan Zoning districts as follows:

<u>Primary</u>	<u>Secondary</u>	<u>Tertiary</u>
GC: Garapan Core	IN: Industrial	AG: Agriculture
GE: Garapan East	VC: Village Commercial	RU: Rural
BR: Beach Road		
MC: Mixed Commercial		
TR: Tourist Resort		

- (2) The fees quarterly per square meter fee shall be \$10.00 for primary, \$6.00 for secondary, and \$2.00 for tertiary zones.
- (d) Signboards/Banners – The activity that involves erecting or placement of a board, poster, banner, a piece of cloth or bunting, placard, or other sign varying in size, color, and design which is displayed, posted, erected, hung, or tied in a certain public location or tract of land to advertise or to convey information or a direction.
- (1) Public lands for the placement of signboards or banners are categorized as primary, secondary, and tertiary zones identical to Vehicular Parking.
- (2) CNMI government shall not be charged a fee for locally funded signboards for public awareness purposes. The fees for the placement of signboard by other Applicants are shown in the tables below:

SIGNBOARD PERMIT STANDARD FEES

	Primary Zone	Secondary Zone	Tertiary Zone
Annually	\$600.00	\$350.00	\$250.00
Monthly	\$100.00	\$ 70.00	\$ 50.00

SIGNBOARD PERMIT FEES – NON-INCOME GENERATING NON-PROFITS

	All Zones
Annually	\$250.00
Monthly	\$ 50.00

- (e) Roadside Vendors - The activity that involves the use of a temporary structure, vehicle, or mobile canteen for the sale of local produce or fish, other perishables or non-perishable items such as handicrafts, trinkets, souvenirs, or other goods, at a permitted distance from the side of a road or thoroughfare at a location(s) or designated area(s)/assignment(s) on public land.
- (f) Maintenance - The activity that involves the clearing and cutting of brush or vegetation for no-use purposes (ex. Fire break).
- (1) Residential – shall not be on more than 300 square meters of public lands adjacent to an Occupant’s private property. The fee is a non-refundable application fee of \$20.00 per year.
- (2) Commercial – no more than 300 square meters of public lands adjacent to a commercial facility. The non-refundable application fee is \$50.00 per year. Rent shall be 0.25% per year of the average value of land in the area.
- (g) Filming/Photography - The activity involving the use of public lands in the production of video or motion picture films, commercial advertisement filming, photography and other activities that involve video or film production at certain locations or areas of public lands.

- b) DPL may issue an RFP or conduct an auction if there are two or more similar competing interests in the concession area, or in any instance at the discretion of the Secretary.
- c) Monthly fees of at least \$250.00 per concession site (up to 200 square feet) shall be charged in addition to 3% of BGR. Concessions negotiated through RFP or auction may be subject to higher fees based upon applicant's proposal or bid amount.
- d) Premises shall be used solely for the business operations of the Operator. Subconcessions are not permitted unless expressly authorized in these regulations.
- e) Term shall be for no longer than one year per concession agreement with the exception of the Managaha Concession.
- f) Criteria for evaluating an application/proposal for an Concession Agreement under consideration shall be the same as those outlined in the regulation on leases.
- g) Beach concessions for beach and ocean recreational activities shall be limited to an area of 200 square feet per concession and as follows:
 - (1) Concessions for activities involving motorized water craft shall not be permitted outside of the area designated by the BECQ - Coastal Resource Management Office.
 - (i) Concession stands are restricted to areas adjacent to boudary corners of hotels, or if no hotel is located in the vacinity, to the perimiter boundaries of the public land perpendicular to the high water mark.
 - (ii) Concession permits will be limited to twenty five total concessions per year due to limited space and safety concerns and in an effort to maintain a peaceful beach experience for those not participating in concession activities.
 - (2) Concessions for activities not involving motorized water craft shall only be limited to location not restricted by BECQ.
 - (3) All concession agreements shall expire same day annually, and locations shall be distributed via annual RFP or other competitive bidding process (e.g. live auction), or lottery to ensure fair distribution. Said process will be announced at least ninethy (90) days prior to the annual expiration of concession agreements.
 - (4) Enforcement procedures shall be as follows:
 - (i) A first violation of permit terms or conditions will result in a citation and fine of \$200.
 - (ii) A second violation within thirty (30) days of any citation shall result in an order to show cause not to terminate. A hearing shall be scheduled within fifteen (15) days if requested by concessionaire. If no hearing is requested, Concessionaire's authorization shall be terminated with immediate effect. Violators shall not be eligible for a concession agreement for three (3) years following any termination

§ 145-70-220 Occupancy not Covered in this Subsection

Proposed occupancy and use of public lands not covered under this subsection shall be evaluated under the section on leases and shall be subject to those requirements.

Part 300 – Policies on Appraisals for Leases

§ 145-70-301 Appraisals

Procedures are hereby established for the regular appraisal of all public lands leased for commercial purposes, which ensure that the fair market value basis for computation of Basic Rent for any given lease is updated no less frequently than every five years. All appraisal reports shall be reviewed by DPL's staff appraiser for completeness of the technical aspects, and to certify if the appraised value meets or exceeds the fair market value of the property. The findings of the staff appraisers shall be for internal use only. As this information may affect the negotiation of lease terms it shall be held confidential during negotiations. DPL may discuss any areas of concern with the independent appraiser and the Applicant.

- (a) The cost of appraisals and their review shall be borne by applicant or lessee and in no instance shall DPL reimburse the cost to lessee or offset any such costs or expenses against rent. However, DPL shall require the appraiser to acknowledge that DPL is the client and that the report is being prepared on behalf of DPL.
- (b) Appraisals shall be first prepared by an independent U.S.-CNMI Certified General Real Estate Appraiser who is licensed to do business in the CNMI. The appraiser shall acknowledge that the appraisal report is being prepared in accordance with the requirements of the appraisal standards and procedures for the benefit of the Department of Public Lands.
- (c) All appraisals must be performed and completed in compliance with the current Uniform Standards of Professional Appraisal Practice (USPAP) and the CNMI issued regulations and procedures by the Board of Professional Licensing.
- (d) The Secretary shall review all appraisal reports for reasonableness, and shall use the value shown in the report as a guide to assess annual base rent. The value may be adjusted upwards for reasonableness if deemed appropriate by the Secretary to take into account the strategic value of the property and recent real estate sales or lease transactions that were not adequately considered by the appraiser in the Secretary's sole opinion.
- (e) Lessee shall re-appraise the fee simple interest of the leased property every five years on the anniversary of the lease and if necessary rent shall be adjusted upward to current value based on the new appraisal as adjusted by the Secretary in conformance with these regulations.

Part 400 – Application Processing Fees

DPL shall charge an application fee to recover the cost of processing. Unless otherwise stated in these regulations, the application processing fees are as follows:

<u>Transaction</u>	<u>Application Fee</u>
Temporary Operating Agreement	\$ 50.00
Renewal of TOA	\$ 50.00
Amendment of TOA	\$ 50.00
Concessions	\$ 75.00
Amendment of Lease Agreement	\$1,500.00
Lease Agreement Extension	\$2,500.00
Assignment of Lease Agreement	\$2,500.00
Sublease Agreement	\$2,500.00

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 - (ii) Concession permits will be limited to twenty five total concessions per year due to limited space and safety concerns and in an effort to maintain a peaceful beach experience for those not participating in concession activities.
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 - (3) All concession agreements shall expire same day annually, and locations shall be distributed via annual RFP or other competitive bidding process (e.g. live auction), or lottery to ensure fair distribution. Said process will be announced at least ninethy (90) days prior to the annual expiration of concession agreements.
 - (4) Enforcement procedures shall be as follows:
 - (i) A first violation of permit terms or conditions will result in a citation and fine of \$200.
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Proposed occupancy and use of public lands not covered under this subsection shall be evaluated under the section on leases and shall be subject to those requirements.

Part 300 – Policies on Appraisals for Leases

§ 145-70-301 Appraisals

Part 500 – Request for Proposal Requirements

DPL may issue RFPs at the discretion of the Secretary. At a minimum, RFPs shall require the following:

- (a) A description of the property, including the legal description and physical location in layman's terms making it readily identifiable by interested firms and the general public;
- (b) Interested firms shall be allowed to view the property and shall be provided general information on property including photographs, land maps, and boundary descriptions;
- (c) Requirement for Proposals. Interested firms shall:
 - (1) Identify the Applicant, and if the Applicant is not a natural person, the names of the officers, directors, and principal shareholders or members of the proposed lessee, and including all real parties in interest;
 - (2) Identify the names of principals, and attorneys that will be involved in negotiating the lease on behalf of the proposed lessee;
 - (3) Provide a concise statement of the intended use of the property;
 - (4) Provide a detailed description of proposed structures / facilities to be built on the land including architectural renderings and landscaping. If existing improvements will be replaced with new improvements, proposer shall additionally provide plans for removal and disposal of demolished or excavated materials including a timeline of intended progress;
 - 4) Provide a Gantt chart showing construction time line, cost per phase if construction will occur in multiple phases, and total cost of improvements;
 - 5) Provide five-year pro forma financial statements including business gross revenue projections starting in year one of operations including rental income lessee anticipates to receive from subtenants, and the potential BGR of subtenants
 - 6) Provide an estimate of number of jobs required for operations (total full time equivalents) and shall provide recruiting plans
- (d) Criteria for comparing competing proposals include:
 - (1) Rental income to DPL in absolute dollars;
 - (2) Cost of construction of the development (and anticipated value of improvements);
 - (3) Lessee's credit worthiness and ability to fund the proposed development;
 - (4) Consistency of the proposed development with DPL's land use plan and other applicable land use laws and regulations.
- (e) In the event two or more proposals are determined to be similarly advantageous, DPL may request more information from respondents for clarification purposes, or conduct in-person interviews to determine the proposal that is most advantageous to DPL and its beneficiaries
- (f) DPL shall always request a best and final offer on the amount of rent payments and public benefit options before selecting the final proposal.
- (g) In the event there are more than one interested party in the same property (whether all or portions thereof), priority shall be given to the party that is willing to pay the highest premium above the minimum payment amount and whose proposal is most consistent with the highest and best use of the property.

(h) Criteria for award.

- (1) Highest rental income to DPL**
- (2) Cost of construction**
- (3) Consistency of the proposed development with DPL's land use plan**
- (4) Lessee's credit worthiness and ability to fund the proposed development**
- (5) Negotiated lease terms most favorable to DPL**

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- (1) **Highest rental income to DPL**
 - (2) **Cost of construction**
 - (3) **Consistency of the proposed development with DPL's land use plan**
 - (4) **Lessee's credit worthiness and ability to fund the proposed development**
 - (5) **Negotiated lease terms most favorable to DPL**

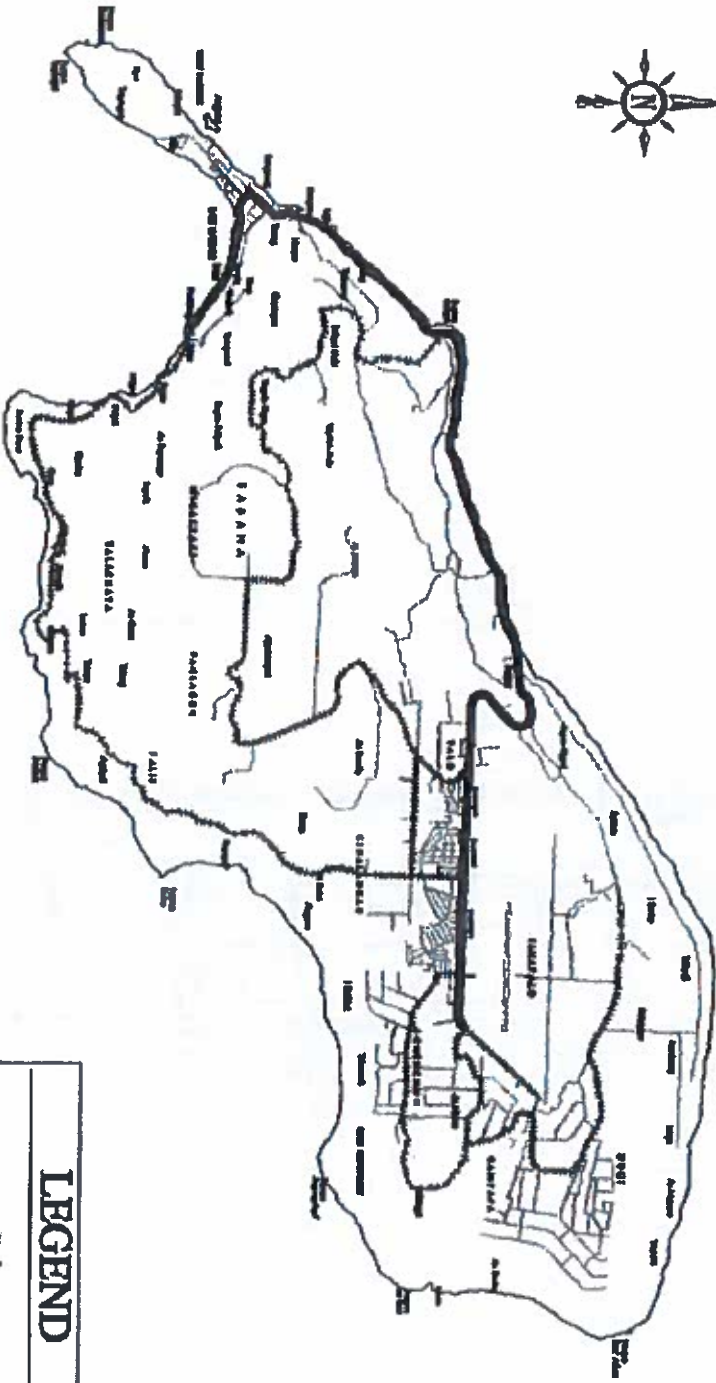
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- (c) Requirement for Proposals. Interested firms shall:
 - (1) Identify the Applicant, and if the Applicant is not a natural person, the names of the officers, directors, and principal shareholders or members of the proposed lessee, and including all real parties in interest;
 - (2) Identify the names of principals, and attorneys that will be involved in negotiating the lease on behalf of the proposed lessee;
 - (3) Provide a concise statement of the intended use of the property;
 - (4) Provide a detailed description of proposed structures / facilities to be built on the land including architectural renderings and landscaping. If existing improvements will be replaced with new improvements, proposer shall additionally provide plans for removal and disposal of demolished or excavated materials including a timeline of intended progress;
 - 4) Provide a Gantt chart showing construction time line, cost per phase if construction will occur in multiple phases, and total cost of improvements;
 - 5) Provide five-year pro forma financial statements including business gross revenue projections starting in year one of operations including rental income lessee anticipates to receive from subtenants, and the potential BGR of subtenants
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 - (4) Consistency of the proposed development with DPL's land use plan and other applicable land use laws and regulations.
- (e) In the event two or more proposals are determined to be similarly advantageous, DPL may request more information from respondents for clarification purposes, or conduct in-person interviews to determine the proposal that is most advantageous to DPL and its beneficiaries
- (f) DPL shall always request a best and final offer on the amount of rent payments and public benefit options before selecting the final proposal.
- (g) In the event there are more than one interested party in the same property (whether all or portions thereof), priority shall be given to the party that is willing to pay the highest premium above the minimum payment amount and whose proposal is most consistent with the highest and best use of the property.

Rota

Proposed Permit Fees For Signboards on Public Right-of-way



LEGEND	
	Primary Zones
	Secondary Zones
	Tertiary Zones



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

Eloy S. Inos
Governor

Jude U. Hofschneider
Lieutenant Governor

EXECUTIVE ORDER NO. 2014-15

SUBJECT: DECLARATION OF A STATE OF SIGNIFICANT EMERGENCY

AUTHORITY: I, ELOY S. INOS, pursuant to the authority vested in me as Governor of the Commonwealth of the Northern Mariana Islands by Article III, § 10 of the Commonwealth Constitution and PL 18-4, § 104 of the Homeland Security and Emergency Management Act of 2013, do hereby declare a State of Significant Emergency for the Commonwealth of the Northern Mariana Islands due to the imminent threat of the inability of the Commonwealth Utilities Corporation ("CUC") to provide critical power generation, water, and wastewater services to the CNMI and considering the harm such condition would pose to the community, environment, and critical infrastructure of the Commonwealth of the Northern Mariana Islands.

WHEREAS, CUC IS THE SOLE ELECTRICITY SUPPLIER to the Government of the CNMI, including all public safety activities, the schools, and the only hospital. CUC also supplies electricity to most of the CNMI's businesses and homes. While some businesses and agencies own backup generators, they are not generally organized to use the backups as permanent power sources and the diesel oil purchased to run these generators is substantially more expensive than that used for CUC power.

WHEREAS, WITHOUT CUC ELECTRICITY:

- (1) Most CNMI economic activity would come to a halt, much refrigeration and air conditioning would end, and the airports and ports would be forced to rely on emergency generation on the limited, expensive oil supply for it;
- (2) The CNMI's health and safety would immediately be at risk because traffic signals and street lighting would cease to function; emergency, fire, police facilities and their communications systems, and the hospital and island clinics would have to rely on limited fuel supplies for emergency generation and then cease functioning; and much refrigeration of food and medicines would end, as would air conditioning for the elderly and sick;
- (3) The public schools and the Northern Marianas College would close. Other educational institutions would close as their backup fuel supplies for emergency generators were exhausted; and

- (4) Water and sewage treatment would soon end. One of CUC's largest electric customers is the combined CUC Water and Wastewater Divisions. CUC is the sole supplier of electricity for these systems. CUC's water system relies on electricity to maintain the system pressure needed to prevent the backflow of pathogens, to chlorinate, and to pump, store, and distribute water supplies. CUC's wastewater system requires electricity to collect, pump, process, treat, and discharge sewage. The lack of electricity could result in sewage overflows, contaminating land and water.

WHEREAS, THERE EXISTS A FINANCIAL CRISIS:

- (1) CUC is owed over \$20 million by the public school system ("PSS") and the Commonwealth Healthcare Corporation ("CHC") and is owed over millions more by other users;
- (2) Although the commonwealth economy has recently improved, the improvement is only marginal and the economy and the government's finances are still fragile. This government strains to meet its obligations.
- (3) CUC often only has days' worth of purchased diesel fuel to power its system because it lacks the funds to buy oil from its sole, cash-only supplier. CUC has no credit or other means to buy fuel than the revenue it collects from its customers;

WHEREAS, THERE EXISTS A TECHNICAL WORKER CRISIS:

- (1) CUC faces a manpower crisis. Skilled workers and a responsive support system are key to the success of the operation, particularly for preventative maintenance. At present, CNMI law at 3 CMC §§ 4531 and 4532 prohibits CUC from hiring any more non-U.S. technical workers;
- (2) CUC bears a substantial obligation to deliver highly technical work on time to the satisfaction of the U.S. District Court and the U.S. Environmental Protection Agency ("EPA"), pursuant to two sets of consent, or "Stipulated Orders." Failure to meet the requirements of the federal court orders could subject CUC and the CNMI to substantial fines and charges and, in the extreme, to a federal takeover of their finances;
- (3) CUC requires employees with specialized training. There are many non-U.S. citizens whom CUC needs to retain on technical and professional contracts. Without these positions filled, CUC operations would be severely compromised;
- (4) The legislature, through P.L. 17-1 (Mar. 22, 2010), has limited CUC's ability to hire technical staff, eliminating prior statutory permission to hire up to nineteen foreign workers and reinstating a moratorium on the government's hiring of foreign nationals, even if needed for highly technical positions for which no local or mainland citizens are available. The CUC Act, as

subsequently reenacted by P.L. 16-17 (Oct. 1, 2008), provides that CUC shall hire such persons as are necessary for operations, *except as otherwise limited by other law.* 4 CMC § 8123(h);

- (5) There are not enough U.S. citizen or U.S. resident technical specialists at CUC to perform the power generation work, particularly specialists with experience in the type of engines that CUC uses. U.S. citizens with the necessary skills are not readily available in the CNMI and it is costly to recruit from the United States. CUC believes that the vast majority of skill sets, considering its cash restrictions, must come from non-U.S. personnel. CUC has tried to hire diesel mechanics in the CNMI, but has been unsuccessful in finding enough qualified candidates;
- (6) The impact of an inadequate workforce is substantial. First, there would be a direct deterioration of service to existing customers. There would be brownouts or area blackouts with the above-mentioned loss of service. Second, the power plants would again degrade, producing more of these outages. Third, if CUC fails to meet federal court deadlines for the Stipulated Orders, the Court could appoint a federal receiver and its consulting team, with all expenses charged to CUC customers.
- (7) CUC's renewal of contracts and hiring of foreign expert workers is necessary to sustain the integrity of CUC's systems. Thus, continued relief from the legislative prohibition on hiring foreign national workers is necessary to ensure the delivery of uninterrupted power services to the people of the Commonwealth. The legislature is urged to address this matter by way of amending local law to allow CUC to continue employing the services of foreign workers for such technical positions difficult to fill and to provide for a reasonable transition period.

WHEREAS, BY THIS DECLARATION OF A STATE OF SIGNIFICANT EMERGENCY, I intend to enable CUC to continue to provide necessary services to the people of the Commonwealth. This Declaration is necessary to protect the health and safety of our children, our senior citizens, businesses, and all other CNMI residents and visitors.

NOW, THEREFORE, I hereby invoke my authority under Article III, § 10 of the Commonwealth Constitution and PL 18-4 § 104(c), to take all necessary measures to address the threats facing the Commonwealth of the Northern Mariana Islands including, but not limited to, the authority to:

1. Suspend all statutory or regulatory provisions as required; and
2. Utilize all available resources of the Commonwealth government and its political subdivisions as reasonably necessary to respond to the emergency.

It is hereby **ORDERED** that:

This Declaration of a State of Significant Emergency shall take effect immediately and all memoranda, directives, and other measures taken in accordance with this Declaration shall remain in effect for thirty (30) days from the date of this Executive Order unless I, prior to the end of the thirty (30)-day period, terminate the declaration of a state of significant emergency. PL 18-4, § 104(g)

Under authority of this Declaration and with the goal of mitigating or ameliorating the above described crises, I immediately direct the following:

DIRECTIVE: Section 4531 of Title 3 of the Commonwealth Code is hereby suspended as to CUC as follows:

The following strike-out formatted language of the quoted provisions of the following statute regulating government employment is, as indicated, suspended immediately:

3 CMC §4531. Restrictions on Government Employment

~~Employment by departments, agencies, and all other instrumentalities of the Commonwealth government is limited to citizens and permanent residents; provided that the government may enter into contracts with foreign nationals for services performed outside of the Commonwealth.~~

As a result of my suspension of 3 CMC § 4531, CUC shall have the full power and authority to retain staff which may include employees other than citizens and permanent residents of the United States.

The above described Directives are in no way meant as the limits of my actions or authority under this Declaration. Accordingly, I reserve the right under this Declaration to issue any and all directives necessary to prevent, mitigate or ameliorate the adverse effects of the emergency.

SIGNED AND PROMULGATED on this 16th day of November 2014.



ELOY S. INOS

Governor

Commonwealth of the Northern Mariana Islands