

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BROWNING PUBLIC SCHOOLS  
AND  
GLACIER PEAKS CASINO**

This Memorandum of Understanding (“MOU”) is entered into by and between Browning Public Schools (hereinafter referred to as “BPS”) and Glacier Peaks Casino (hereinafter referred to as “GPC”) (collectively referred to as parties or separately as party).

**1. PURPOSE.**

The purpose of this MOU is to establish a collaborative partnership designed to promote community engagement and mutual support through coordinated non-gaming advertising, event participation, and incentive-based programming. Through this partnership, both parties seek to enhance community involvement, support student-centered events and athletics, and foster positive relations between the school district and the local business community. This MOU shall also incorporate Exhibit A attached hereto.

Additionally, this MOU clarifies the respective roles and responsibilities of BPS and GPC in coordinating and supporting community involvement, student-centered events and athletics, incentive-based programming, and positive school–business relations within the Blackfeet community. All promotions, advertising, and branded materials associated with this partnership are intended solely for community, educational, or school-related purposes and are strictly non-gaming. No materials shall be used to promote, advertise, or encourage participation in gaming or gambling activities.

**2. OBJECTIVES.**

The objectives of this partnership include, but are not limited to, the following:

- a. To engage in mutual promotion of BPS and GPC events for the benefit of the Browning community.
- b. To allow GPC to provide halftime entertainment at designated BPS athletic or community events.
- c. To create incentive programs encouraging community participation at both BPS and GPC events.
- d. To strengthen public awareness and goodwill through shared non-gaming marketing and cooperative sponsorship initiatives.

### **3. RESPONSIBILITIES OF BROWNING PUBLIC SCHOOLS (BPS).**

BPS agrees to:

- a. Permit GPC to provide approved halftime or intermission entertainment during selected athletic or community events, subject to administrative approval.
- b. Collaborate with GPC in developing educational advertising and promotional efforts for GPC-sponsored activities, provided all materials comply with BPS policies and maintain alignment with district values.
- c. Include GPC promotions or acknowledgments, when appropriate, in event programs, announcements, digital displays, or other approved communication channels.
- d. Support community-based incentive programs, such as ticket discounts, giveaways, or other mutually agreed initiatives that encourage attendance and participation.
- e. Review and approve all proposed entertainment or marketing activities to ensure they are family-appropriate and consistent with BPS standards.

### **4. RESPONSIBILITIES OF GLACIER PEAKS CASINO (GPC).**

GPC agrees to:

- a. Provide family-appropriate halftime or intermission non-gaming entertainment at designated BPS events, coordinated in advance with BPS administration.
- b. Promote BPS athletic, cultural, or community events through GPC's marketing channels, including in-house displays, social media, and other approved media platforms.
- c. Purchase event tickets or sponsorship packages, as agreed upon, to support BPS programs and student activities.
- d. Develop joint community incentives that promote attendance at both GPC and BPS events, such as prize drawings, fan rewards, or "Game Night" promotions.
- e. Ensure all activities and materials reflect positively upon both parties and uphold community and cultural values.

### **5. JOINT RESPONSIBILITIES.**

Both BPS and GPC agree to:

- a. Maintain open and timely communication regarding event coordination, scheduling, and promotional activities.
- b. Obtain mutual written approval prior to the public use of either party's name, logo, or branding.
- c. Conduct all joint activities in a professional, ethical, and culturally respectful manner.
- d. Review the partnership annually to evaluate its effectiveness and make necessary amendments or adjustments.
- e. Each party shall designate a representative as Primary Contact for this MOU.

## **6. FINANCIAL CONSIDERATIONS.**

This MOU does not constitute a financial obligation by either party unless otherwise specified in a separate written agreement. Any monetary transactions, including sponsorships or ticket purchases, will be handled independently and documented appropriately.

## **7. TERM AND TERMINATION.**

- a. This MOU shall become effective on the date of the last signature and shall remain in effect for one (1) year, unless terminated earlier by either party with a thirty (30) day written notice.
- b. This MOU may be renewed, amended, or extended upon the mutual written consent of both parties with BPS Board approval.

## **8. NOTICES.**

Any Notice required to be given under this MOU shall be delivered by hand or mail to the parties at their respective addresses. Notice shall be deemed effective upon receipt.

Glacier Peaks Casino  
Attn:  
46 Museum Lp,  
Browning, MT 59417

Browning Public School  
1 29 1st Ave SE,  
Browning, MT 59417

## **9. AMENDMENTS.**

Any amendments or modifications to this MOU must be made in writing and signed by authorized representatives of both parties.

## **10. NON-BINDING AGREEMENT.**

This MOU is intended to outline the understanding between the parties and does not create any legally binding obligations, joint ventures, or agency relationships between them. Each party shall remain an independent entity responsible for its own operations and personnel.

## **11. CONFIDENTIALITY.**

In the course of providing Services under this MOU, the parties may learn confidential or proprietary information, such as but not limited to each other's business records, reports, procedures or programs. The parties shall not disclose confidential or proprietary information to a third-party unless prior approval is obtained.

## **12. COMPLIANCE WITH APPLICABLE LAW.**

The parties shall fully comply with all applicable laws and regulations in carrying out this MOU.

The parties agree that any portion of this MOU, or any act or practice of the parties in carrying out this MOU, that is determined to be out of compliance with law shall be promptly amended or reformed.

**13. MUTUAL COOPERATION AND DISPUTE RESOLUTION.**

- a. The parties shall cooperate to the maximum extent possible to allow the parties in carrying out this MOU.
- b. If a dispute should arise over the terms of this MOU that the parties are unable to resolve between themselves, the representatives of the parties shall meet in a formal discussion session to attempt to resolve the dispute.

**14. REGULATORY COMPLIANCE CLAUSE.**

All promotional, sponsorship, or entertainment activities conducted under this MOU shall comply with the Blackfeet Tribal Gaming Ordinance No. 101, the Blackfeet Tribal Gaming Regulations, and all applicable federal and tribal laws and standards governing gaming promotions.

**15. NON-GAMING CONTEXT CLAUSE.**

All events and materials presented at BPS will be family-appropriate and will be free from any gaming references, imagery, or inducement to participate in gambling. The use of “Glacier Peaks Casino” branding shall be limited to sponsorship acknowledgment or community support messaging consistent with applicable laws and regulations.

**16. REGULATORY OVERSIGHT CLAUSE.**

Both parties acknowledge that the Blackfeet Tribal Gaming Commission retains regulatory jurisdiction over all gaming promotions and marketing activities associated with Glacier Peaks Casino. The parties agree to cooperate fully with any Commission review or compliance request related to this partnership.

**17. NON-WAIVER OF SOVEREIGN IMMUNITY.**

Nothing in this Agreement shall be construed to waive the sovereign immunity of any party, or any of its officers, directors, agents or representatives.

**18. AUTHORITY AND REPRESENTATIONS.**

Each party represents and warrants that: (1) it is authorized and empowered to enter into and perform this MOU; (2) it has approved and authorized the execution, delivery, and performance of this MOU insofar as it pertains to the obligations of the party; (3) all action that may be necessary for the approval, execution, and delivery of this MOU has been taken; and (4) all of the required and necessary approvals, authorizations, and actions are in effect at the time of the

execution and delivery of this MOU.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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[INSERT NAME AND TITLE]

Glacier Peaks Casino

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[INSERT NAME AND TITLE]

Browning Public Schools

**EXHIBIT A**  
**REGULATORY CONDITIONS FOR COMMUNITY SPONSORSHIP**

- No gaming proceeds, player data, or casino equipment will be used in connection with any school-related event.
- All sponsorship funds, if any, will be accounted for under non-gaming operational expense codes.
- Approval signatures shall include Glacier Peaks Casino and Browning Public Schools.
- GPC departments, including Marketing, Finance, and the General Manager, shall ensure that all events, promotions, or giveaways are pre-approved by the parties and documented through a promotion submission form. The Finance Department shall track all sponsorship expenditures under non-gaming promotional accounts to maintain separation from net gaming revenue.