2007-1065

2070723

December 7, 2007

To: Louisiana Board of Ethics for Public Officials
Louisiana Gaming Control Board
Hon. Hugh Collins, Judicial Administrator, Louisiana Supreme Court

From: Harmon Drew, Jr., Band Leader, Harmon Drew Super Group

Re: Report required by **R.S. 27:96**

Enclosed please find a photocopy of ONE band contract for this New Year's Eve, Dec. 31, 2007, at Sam's Town Hotel and Casino, in Shreveport, Louisiana.

DATE	TIMES	BRKS	LOCATION	$ for band(gross)	(Net) $ for me
12.31.07	9 pm - 1 am	2X15	Sam's Town	$8,000.xx	$1,500.xx

The contract is self-explanatory. All compensation shall be by check. Thanks.

Sincerely,

Harmon Drew, Jr.
Band Leader, Harmon Drew Super Group

Enclosures: (Copy of contract)

Agreement for Entertainment Services

THIS AGREEMENT FOR ENTERTAINMENT SERVICES (the "Agreement") is made as of the 10 day of October, 2007, between Sam's Town Hotel and Casino Shreveport ("we" or "us") and Harmon Drew ("you").

1.0 **Entertainment Services:** You will provide the Entertainment Services to us detailed on Attachment A.

2.0 **Compensation and Complimentary Items:** We will pay you for your services the amounts and at the times indicated on Attachment A. We will pay you with our company checks only. In addition, we will provide to you those complimentary items, if any, listed on Attachment A.

We will report all of your compensation and complimentary items, if any, to the IRS on Form 1099 or another appropriate form and not as wages or salaries. You will pay all of the members of your group and all of your support staff out of the compensation we pay to you. You will indemnify us against any claims by those persons in or affiliated with your group. You will defend us if any such claim is made and pay all costs of defense, including attorneys' fees. You will be responsible for payroll taxes for yourself and for those affiliated with your group.

3.0 **Independent Contractor:** You are an independent contractor to us and not an employee. You and we have no master/servant relationship, and we have no right to control your entertainment services except as provided in this Agreement. However, if requested by us, we will have the right to review and approve all creative and artistic elements of your Entertainment Services, and you will meet our expectations as to content, quality and duration. As an independent contractor, at all times that you are at our premises, you and everyone affiliated with your group will conduct yourselves courteously and professionally and in accordance with the House Rules both before, during and after your performance. Also, you and everyone affiliated with your group will keep the performance area and all other areas of our property occupied by you in a neat and clean condition. If you damage any part of our property, you must pay the costs of repair.

4.0 **House Rules:** You will at all times abide by the house rules and standards of conduct (the "House Rules") detailed on Attachment B.

5.0 **Licenses; Compliance with Laws; and Hearing Conservation:** You represent to us that you and all those persons affiliated with your group have all licenses and permits necessary for your Entertainment Services. You agree to fully comply with all applicable laws, rules and regulations. We have a Hearing Conservation program and policies. As part of those policies, we reserve the right, in our sole discretion, to direct that you reduce sound levels (decibels) during your performance. Upon such direction, you will promptly comply to reduce the sound level to the level specified by us.

6.0 **Equipment:** You will provide all equipment necessary for your Entertainment Services and all load-in and load-out labor, except to the extent we agree to provide such as detailed on Attachment A. You will ensure that all the equipment is set up in time to permit you to perform as scheduled. Additionally, we are not responsible for your equipment; you shall bear the sole risk of loss, including damage to or destruction of your equipment while it is on our property.

7.0 **Termination or Postponement:** If this Agreement is for Entertainment Services on more than one date, we reserve the right at any time after the first or any subsequent date and for any reason to (a) terminate this Agreement as a whole or (b) terminate your Entertainment Services on specified dates by giving a written notice to you. If we terminate this Agreement as a whole, all of our and your obligations under this Agreement will end, *provided, however,* that the indemnity provisions of this Agreement shall survive any such termination. We may postpone a performance at any time, and you will perform on the new date and time, as long as it is reasonably acceptable to you.

8.0 **Rebates or Kickbacks:** You represent to us that neither you nor anyone affiliated with your group has paid or agreed to pay any sums to any of our employees or agents in connection with this Agreement, and you represent that none of our employees or agents have solicited any sums from you.

9.0 **Assignment:** As this is an Agreement made because of the Entertainment Services you and your group personally will provide, you may not assign or delegate your rights or obligations under this Agreement to any other person or group.

10.0 **Force Majeure:** Neither you nor we will be liable for failure to perform under this Agreement due to any act of God or other cause reasonably beyond our control. You will notify us immediately if you or a member of your group is unable to perform. In that case, we have the right to either cancel or reschedule the performance. If a performance is cancelled under this provision, you will refund to us any amounts that we have paid to you for the performance.

11.0 **Non-Competition:** For a period of __0__ days before and __0__ days after each of your performances, you will not render the same or similar entertainment services in [identify city or county in which property is located] [or] [within a radius of __0__ miles from our property].

12.0 **Privileged Licenses:** You acknowledge that we and/or our parent and affiliated corporations (collectively, "Boyd") conduct a business that is subject to, and exists because of, privileged licenses issued by various governmental authorities. You therefore agree that, in the event that we determine, in our sole and exclusive judgment, (i) that you are, or might be, engaged in, or about to be engaged in, any activity or activities that jeopardize, or could jeopardize, Boyd's business or such licenses, or (ii) that the existence of this Agreement jeopardizes or may jeopardize, Boyd's business or such licenses, we shall have the right, upon notice to you, immediately to terminate this Agreement at no cost to us, at which time this Agreement shall cease and terminate and be of no further force and effect, *provided, however,* that the indemnity provisions of this Agreement shall survive any such termination.

13.0 **Indemnification and Insurance:** You will indemnify us against all damage, loss and liability of every kind arising out of your acts or omissions and/or the acts and omissions of those persons affiliated with your group. Loss and liability includes costs and attorneys' fees incurred in defending any claim. You will provide the insurance coverages detailed on Attachment A, and you will deliver to us a certificate of insurance with the persons designated on Attachment A named as additional insured. Your policy of insurance must also insure your obligation in this Agreement to indemnify us. The indemnification provision contained in this Section 13 shall survive the expiration or sooner termination of this Agreement.

14.0 **Notices:** All notices required by this Agreement must be given in writing by first-class mail, certified mail, or confirmed telefax delivery.

15.0 **Severability and Entire Agreement:** If any provision of this Agreement is determined by a court to be invalid, all remaining provisions of this Agreement shall continue in effect. This Agreement and the attachments initialed by you and us and identified as being attachments to this Agreement are the entire Agreement between you and us and supersede any prior or contemporaneous oral or written agreements between you and us.

16.0 **Costs and Attorneys' Fees:** In the event of any litigation between you and us relating to this Agreement, the prevailing party shall be entitled to recover from the other party all expenses incurred in the litigation, including costs and attorneys' fees.

17.0 **Agency:** If this Agreement is being signed for you by an agency, the agency shall not be responsible for your obligations under this Agreement, unless the agency acts outside of the authority given to it by you, or unless the agency intentionally or negligently makes misrepresentations to us. By signing below the agency represents and warrants to us that it is authorized by you to execute and deliver this Agreement on your behalf.

Red River Entertainment of Shreveport Partnership in Commendam, d/b/a Sam's Town Hotel and Casino	Herman Drew
By: [signature]	By: [signature]
Its: VP/Gm	Title: owner
Date: 12/19/07	Date: 10-05-07

Attachment A

Entertainment Services

1. Type of Entertainment: VIP Musical Performance
2. Date(s) and Time(s) of Entertainment: 1 Show, December 31, 2007: 9pm-12am
3. Specific Location(s) of Entertainment: Grand Ballroom

Compensation

Amount and Timing of Compensation: $8,000 You will receive payment on the last night of performance, provided that you have submitted the vendor profile to us no later than two weeks prior to the performance date.

Equipment and Load-in and Load-out

You are responsible for and shall provide all equipment and its load-in and load-out, other than the following equipment, if any, and the corresponding load-in and load-out services, if any, which we will provide:

_____

_____

Complimentary Items

We will provide the following complimentary items to you, if any: Non-alcoholic beverages, such as water, coffee, and soft drinks; Food Coupons for each band member beginning on day of arrival through the last day of performance; Hotel room(s) on site when available and private when available, through the last day of performance. A credit card or a $50 cash deposit is required at check in to the hotel to cover any amounts charged to the room by the guest. We will provide you 3 complimentary hotel rooms, for the night of the event. If for any reason you choose to extend your hotel stay past the performance dates, those hotel rooms will not be complimentary.

Insurance Coverage's

Before the beginning of your performances, you will acquire the following insurance coverage and you will furnish to us a certificate of insurance naming Boyd Gaming Corporation, its subsidiaries, affiliated, allied and/or proprietary companies, corporations, trusts, joint ventures and/or partnerships as are now or may hereafter be constituted or acquired as additional insureds on a primary/non-contributory basis and with limits of liability as follows:

1. Workers' Compensation: ____0_____
2. Automobile Liability: $_____0_____
3. General Liability: $_____0_____

Attachment B

House Rules

These House Rules Supplement the Agreement for Entertainment Services to Which They are Attached (the "Agreement") for such Property at Which You have an Engagement

1. Entertainment will perform a family-friendly show, i.e. no profanity or vulgarity allowed on stage or in the lounge area during the performance.

2. Entertainment is here to perform for our players as we are paying for a lounge act.

3. Entertainment is to show up for both sound check and performance on time, prepared for the performance in appropriate and professional attire. (i.e., no torn t-shirts, tank tops, flip-flops, etc.)

4. Entertainment is to adhere to all sound requirements as mentioned in paragraph 9.0 of this contract.

5. Alcohol cannot be consumed by band members during their performance times. If the band is using their own sound technician, neither smoking nor drinking are allowed behind the soundboard.