Title of Regulation: 11 VAC 5-31-10 et seq. Licensing Regulations.

The forms used in administering 11 VAC 5-31-10 et seq., Licensing Regulations, are listed below. The forms are available for public inspection at the State Lottery Department, 900 East Main Street, Richmond, Virginia, or at the office of the Registrar of Regulations, General Assembly Building, 910 Capitol Square, 2nd Floor, Richmond, Virginia.

Retailer License Application, SLD-0062 (rev. 8/97).

Retailer Location Form, SLD-0055 (rev. 3/99).

Personal Data Form, SLD-0061 (rev. 4/99).

On-Line Game Survey, SLD-0120.

Licensed Retailer Certificate (rev. 9/94).

Instant Ticket Game/Contest Product Licensing Application (rev. 7/96).

Retailer Contract (rev. 12/99).

Retailer Contract Addendum (rev. 12/00).

Authorization Agreement for Preauthorized Payments, SLD-0035A.

A/R Online Accounting Transaction Form, X-0105 (eff. 11/00).

Retailer Activity Form, SLD-0081 (rev. 2/95).

On-Line Weekly Settlement Envelope, SLD-0127.

Cash Tickets Envelope, SLD-0125.

Cancelled Tickets Envelope, SLD-0124.

Ticket Problem Report, SLD-0017 (eff. 9/92).

Weekly Settlement Form, SLD-0128 (eff. 2/89).

P.	Virginia Lottery Licensing Department 900 East Main Street Richmond, Virginia 23219	FIPS Code :Business Code:	Control #: License #: Chain#:
NOTE: This for	orm must be filled out for each location sel	2	
STORE INFO	RMATION:		
Store Name:		Legal Name (If Different):	
	S:		
	-		
AUTHORIZE	D CONTACT PERSON: Please list cor	ntact person(s) at this location authoriz	zed to receive and sign for Lotte
	g with primary contact person, alternate		
		ALTERINATE.	
TYPE OF BUS	INESS:		
	upermarketConvenience	Restaurant	Specialty/Non-Gro
Drug Vari	ety Auto/Gas Serv	iceBar/Tavern	Other (Specify)
RETAILER O	N-SITE EVALUATION (FOR LOTTE	RY USE ONLY):	
			YES NO
1. Does the Ret	ailer have an on-going business activity?		
	n accessible to the public (either on-site pass) including accessibility to persons with		
3. Is there adeq	uate room in the location for persons to pu	urchase tickets?	
4. Does the loc	ation appear to have adequate locks on the	e doors and windows?	
 Does the loca lottery busing 	tion have a safe for storage of tickets and	secure storage for	
	l appearance of the location suitable for se	elling lottery tickets?	
	retailer's hours of operation?	and foreign to test	
	FURTHER REVIEW	V BY I OTTERY	
		. S. DOTIERT,	
COMMENTS:			
COMMENTS:			
COMMENTS:			
COMMENTS:	lor:	Date Evaluated:	

PERSONAL DATA FO Virginia Lottery- Licensi 900 East Main Street Richmond, Virginia 2321	ng Department	MINORITY OWNERSHI (Check if applicable) 01 Black 02 Hispanic 03 Asian/Paci 04 Asian/Indi	ific	N CONTROL#05 Native American 06 Caucasian 07Other (please specify):
NOTE: Please print or type. A Personal D Retailer License Application. This form ma		omitted for each indiv	idual listed in Q	uestion 2b of the
1. Legal Business Name: (As listed on Retailer License Application Form		Business P	hone Number: ()
(As listed on Retailer License Application Form)			
2 Applicant Information:				
Last Name	First Name	Middle Nar	ne	Social Security Number
Date of Birth Sex	Place of Bi	rth (City, State, Country)		
Home Address	City/County	State	(() Home Phone Number
 Have you been a resident of Virginia continuous If "no", attach a list of other states in which you Your Relationship to Business (Check One): Sole Proprietor 	have resided. Include d	onths? Yes ates.	No	e specify):
Sole Proprietor Partner (%)	Officer/ Board Memb	er)		
5. Personal Bank:		Account Numbe	r:	
Bank Address:	City/Tow	n:	State:	Zip
 Have you ever been convicted of a felony, illegative other state? Yes No. 		l any business license revo	oked or suspended	in Virginia or any
7. Have you ever filed for bankruptcy? If you answered "yes" to questions 6 or 7, pleas	Yes No e attach a separate sheet	with complete details.		
8. Have you ever applied for or been granted a Vir If so, under what business name:	ginia Lottery License?	Yes	No Retailer	#:
 Are you a relative of a lottery employee or boar affiliated with a vendor of lottery instant or on-l If "yes" please identify the lottery employee, bo 	ine game products?	Yes		rd member, or

DISCLOSURE STATEMENT (Read Carefully)

I, the undersigned, do hereby certify that I have not knowingly made a false statement of material fact on this application and that I have read and understand the License Terms and Conditions on the back of the License Application. If the Lottery issues a license pursuant to this application, the State Lottery Department and I will be bound by all the requirements contained in the License Terms and conditions. I understand that untruthful or misleading answers are cause for denial of the application and/or termination of any lottery license. I further understand that whever knowingly and willfully falsifies, conceals, or misrepresents a material fact or who knowingly or willfully makes a false, fictitious or fraudulent statement or representation in any application for licensure to the State Lottery Department for lottery sales agent shall be guilty of a Class 1 misdemeanor. I authorize the State Lottery Department and/or the Department of State Police to investigate any or all matters set forth in this Retailer License Application pursuant to 58.1-4009 of the Code of Virginia including but not limited to financial records, financial sources, state tax records and criminal history. I understand that further information may be requested of me in regard to this investigation. I waive any rights or causes of action, based upon disclosure of otherwise confidential information, that I may have against the State Lottery Department, the Department of State Police and/or any other individual or agency disclosing or releasing such information to the State Lottery Department or the Department of State Police.

TYPE OR PRINT NAME

TITLE

SLD-0061 (Rev: 4/99)

SIGNATURE

DATE

VIRGINIA LOTTERY	101	LICENSED RETAILER
BUSINESS ADDRES	,	RETAILER NO.
BUSINESS AUDRES		
	BY AUTHO THE STATE LOTTERY LAW THE ABOVED-NAMED RETAILE INDICATED TO SELL LOTTE ON-LINE AND INSTA	I OF 1987, AS AMENDED, R IS DULY AUTHORIZED AS RY TICKETS IN VIPGINIA
		Parkor (a) X a
THIS CERTIFICA BE PROMINENT AT ALL TIMES REV 9/94	ATE MUST ILY DISPLAYED	PENELOPE (U). M.L. PENELOPE W. KYLE DIRECTOR, VIRGINIA LOTTERY NON-TRANSFERABLE
	ATE MUST ILY DISPLAYED AUTHORIZED BETAILER	PENELOPE W. KYLE DIRECTOR, VIRGINIA LOTTERY

VIRGINIA LOTTERY

ON-LINE GAME SURVEY

Retailer Number	LSC Number	City/Cty Code #	Chain #	Current Device	Type and Quani SST	ity	Interview Date:
Retailer Trading	As:			Legal Business			
Physical Location	Address	_		City/Town			Zip
Name of Person	Interviewed: (ple	ase print)		Signature		Title	
						1 do	
TELEPHONE NU	IMBERS						
Physical Location	Phone# ()					
Type of Business	(Name and Clas	sification #)	Proprie	tor Operated	Chain Store	Interviewe	ed By LSC (Print)
			Manage	er Operated			
	Sketch Machine	Location Within S	ite:				٦
					195		
Terminal Lo	cation Negotiated	d		RSM (Initial)	Reta	ailer Initials	
Terminal Lo	cation Negotiated			RSM (Imitial)	Reta	ailer Initials	
Terminal Lo	Will Attend On-li	Co ne Training Before	OMPLIANCE	AGREEMENT			
	Will Attend On-li Will Send New E	C(ine Training Before Employees to On-lir	OMPLIANCE	AGREEMENT		ailer Initials YES YES	
	Will Attend On-li Will Send New E Will Staff On-line	C(ine Training Before Employees to On-lin Terminal During B	OMPLIANCE A Installation ne Training: Business Hour	AGREEMENT		YES	_
	Will Attend On-li Will Send New E Will Staff On-line Will Keep Jackpo	Co ine Training Before Employees to On-lir Terminal During B ots Posted And Up	OMPLIANCE A Installation ne Training: Business Hour -To-Date:	AGREEMENT		YES YES	_
	Will Attend On-li Will Send New E Will Staff On-line Will Keep Jackpy Will Keep Winni	Content of the Training Before Employees to On-ling Terminal During B ots Posted And Up ong Numbers Posted	OMPLIANCE A Installation ne Training: Business Hour -To-Date: d And Up-To-E	AGREEMENT		YES YES YES YES YES	_
	Will Attend On-li Will Send New E Will Staff On-line Will Keep Jackpo Will Keep Winni Will pay prizes u	Ct ine Training Before Employees to On-lir Terminal During B ots Posted And Up ng Numbers Poster p to \$600 instant a	OMPLIANCE A Installation ne Training: Business Hour -To-Date: d And Up-To-E nd on-line:	AGREEMENT s: Date:		YES YES YES YES YES YES	_
	Will Attend On-li Will Send New E Will Staff On-line Will Keep Jackpy Will Reep Winnii Will pay prizes u Keep The Area Ii	Ct ine Training Before Employees to On-lin a Terminal During B ots Posted And Up ng Numbers Poste p to \$600 instant a n Front Of The Dev	OMPLIANCE / Installation ne Training: Business Hour- To-Date: d And Up-To-E nd on-line: /ice Clear:	AGREEMENT s: Date:		YES YES YES YES YES	_
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liscellaneous Cor Have Reviewed T etailer's Signature ottery Sales Cons	Will Attend On-li Will Send New E Will Staff On-line Will Keep Jackp Will Keep Winnir Will pay prizes u Keep The Area II nments:	Cr ine Training Before Employees to On-lin e Terminal During I ots Posted And Up ng Numbers Poster p to \$600 instant a n Front Of The Dev ta And Believe It T	OMPLIANCE / Installation re Training: Business Hour To-Date: d And Up-To-E nd on-line: rice Clear: o Be True and	AGREEMENT s: Date: Complete To The Be Date:	est of My Knowle	YES YES YES YES YES YES adge	

SLD-0120



Virginia Lottery Instant Ticket Game/Contest Product Licensing Application

Instructions: Complete the application. Send all application materials to: Virginia Lottery Security Department; Instant Game Application Materials; 900 East Main Street; Richmond, Virginia 23219. An incomplete application will not be considered for licensing. The Virginia Lottery reserves the right to request any additional information as needed. Allow thirty (30) days for processing.

General Information

Name of Retail Establishment:		Type of Business:
Are you a Virginia Lottery Retailer? Yes	No	Virginia Lottery Retailer #
Phone: ()	Fax: ()
Address:	<u></u>	
City:	State:	Zip Code:
Contact Person:	_	Phone: ()
Instant Game/Contest Information		
Dates of the Promotion: From	, 19	To, 19
Expected number of Virginia locations partic	ipating in 1	promotion:
Expected Humber of Highlin focutions pure	1 0 1	
Description of Product(s) to be sold with pro		
Description of Product(s) to be sold with pro	omotion:	
Description of Product(s) to be sold with pro Estimated Value of Product(s): \$	omotion:	
Description of Product(s) to be sold with pro- Estimated Value of Product(s): \$ Please attach the following items to the a • At least two (2) color samples o	pplication	
Description of Product(s) to be sold with pro- Estimated Value of Product(s): \$ Please attach the following items to the a • At least two (2) color samples o	pplication f	
Description of Product(s) to be sold with pro- Estimated Value of Product(s): \$ Please attach the following items to the a • At least two (2) color samples o instant ticket game/contest • Game/contest rules	pplication f •	: Where to obtain a list of winners Prize structure/odds of game/contest
Description of Product(s) to be sold with pro- Estimated Value of Product(s): \$ Please attach the following items to the a • At least two (2) color samples o instant ticket game/contest • Game/contest rules Certification: All information contained on this app	pplication f • Jication and	: Where to obtain a list of winners Prize structure/odds of game/contest attached documents is complete and accurate.
Description of Product(s) to be sold with pro- Estimated Value of Product(s): \$ Please attach the following items to the a • At least two (2) color samples o instant ticket game/contest	pplication f • Jication and	: Where to obtain a list of winners Prize structure/odds of game/contest attached documents is complete and accurate.

Revised July 26, 1996

VIRGINIA LOTTERY RETAILER CONTRACT

# On-line Terminals	# SSTs	# ITVMs	# SciScan Devices
# Verifone Printers	# Lottery Play Centers	(All hereinafter "t	ne Equipment")
Retailer Number:	Teleph	one Number: ()
Business Name:			
Doing Business As:		ويتعادر والمتعادية	
Business Address:			
	and a second second		
	(city)	(state)	(zip code)

This Contract ("Contract"), by and between the Commonwealth of Virginia, acting by and through the State Lottery Department ("Lottery"), and the retailer named above ("Retailer") (together, the "Parties") made as of the later date shown beside the Parties' signatures below, specifies the terms and conditions which shall exist during the term of this Contract. Except as otherwise provided herein, this Contract supersedes any prior agreement, representation or understanding between the Parties regarding the subject matter set out herein.

A. Term and Renewal

Unless earlier terminated, the term of this Contract shall begin as of the date made and shall remain in effect for a period of one (1) year and be automatically renewed annually for an additional one (1) year period unless notice of cancellation is provided by the Lottery in its sole discretion.

B. Termination

This Contract may be terminated by Retailer upon thirty (30) days prior written notice to the Lottery. This Contract and Retailer's license may be terminated, canceled, revoked or suspended by the Lottery, in the Director's sole discretion, upon written notice to the Retailer or upon Retailer's failure to meet the minimum average on-line sales requirement published from time to time in the *Retailers Manual* which is incorporated herein by reference, provided, however, that Retailer shall be entitled to a hearing on such termination, cancellation, revocation or suspension if, and to the extent, provided by Lottery statues and regulations.

C. General Retailer Responsibilities

The Retailer shall be responsible for:

- (1) fulfilling the obligations and adhering to the prohibitions denoted in the *Retailer License Application*.
- (2) complying with all Lottery statutes, regulations, rules for specific Lottery games, and all other applicable laws, rules, directives, orders and instructions, including adopting safeguards to assure that it will not sell lottery tickets or pay prizes to persons under the age of 18 years;
- (3) meeting the Lottery's minimum average on-line sales requirement for each Retailer business location as the minimum sales requirement may be published from time to time in the *Retailers Manual*, which is incorporated herein by reference, and the Retailer understands that its failure

to meet the minimum sales requirement may result in the termination of this Contract, the revocation of its lottery on line license, and/or the removal of the terminal(s);

- (4) obtaining a surety bond, through a company licensed to conduct business in Virginia, in an amount determined by the Lottery and promptly providing proof of bonding to the Lottery;
- (5) completing and mailing to the Lottery an *Authorized Agreement for Pre-authorized Payment* form;
- (6) ensuring that proper funds are timely deposited in a designated Lottery Trust account for scheduled EFT transfer;
- (7) paying promptly all amounts owing under this Contract;
- (8) taking reports for the purposes of settlement;
- (9) posting, or otherwise displaying in prominent locations agreed to by the Lottery, all required Point of Sale materials;
- (10) maintaining an adequate instant ticket inventory and accounting to the Lottery for all proceeds from sales;
- (11) paying cash prizes of up to and including \$600;
- (12) complying with all applicable federal and state laws, including the Americans with Disabilities Act, and by executing this Contract the Retailer certifies that to the best of its knowledge it is in compliance with all such laws;
- (13) notifying the Lottery in writing not less than 30 days prior to any change of ownership or lease of Retailers business and/or premises;
- (14) repairing or replacing, at Retailer's expense, any Lottery provided Equipment, machines or parts thereof which are or become missing or damaged due to theft, neglect or abuse, whether by the Retailer or a third party;
- (15) agreeing to pay the Lottery's expenses incurred, including reasonable attorney's fees, in the event the Lottery should have to initiate legal proceedings to enforce any provision of this Contract or to collect any amount due and owing, which obligation shall survive termination or expiration of this Contract; and
- (16) notifying the Lottery promptly of, and no less than 30 days before, any proposed change in Retailer's (a) federal tax identification number, (b) number or identity of control persons associated with the business, or (c) form of ownership or operation of the business, or any proposed sale or closing of Retailer's business.

D. Retailer Responsibilities for Equipment (Generally)

The Lottery will provide the Retailer Equipment necessary and appropriate to the Retailer's sales status as determined by the Retailers license. Lottery provided Equipment may include, but shall not be limited to: SciScan Scratch Ticket Validation Device(s), Verifone Printer(s), On-line Game Retailer Terminal(s), On-line Game Self Service Terminal(s), Instant Ticket Vending Machine(s), and Lottery Play Center(s). The Retailer shall be responsible for:

(1) maintaining the Equipment in a safe and secure area protected from the elements, abuse, and theft;



- (2) providing space (floor, counter, etc.), as the Lottery deems appropriate, for all Lottery Equipment;
- (3) ensuring that all Equipment is operational and able to be used to sell and validate Lottery products;
- (4) removing all monies and tickets, as appropriate, from Equipment prior to maintenance or repair; and
- (5) upon removal of the Equipment, returning the premises to its original condition.

E. Retailer Responsibilities for SciScan Scratch Ticket Validation Device(s) and Verifone Printers A SciScan Scratch Ticket Validation Device ("SciScan") and the associated Verifone Printer, or more than one where deemed appropriate by the Lottery, will be provided to the Retailer, whenever available, so long as the Retailer maintains an active Lottery license. Prior to installation of a SciScan(s) and Verifone Printer(s), the Retailer shall execute this *Retailer Contract*. Each SciScan and Verifone Printer, as well as all other Equipment, shall at all times remain the property of the Lottery, and the Lottery may remove the Equipment if it is moved from the agreed-upon installation location.

In addition to the General Responsibilities cited above, the Retailer shall be responsible for:

- (1) ensuring that the Retailer's employees attend a Lottery-designated training program prior to installation of a SciScan(s) and Verifone printer(s);
- (2) providing access to a telephone line to be used by the Lottery for data collection;
- (3) calling the lottery service hotline when a problem occurs which the Retailer cannot resolve;
- (4) loading printer paper;

F.

- (5) providing a grounded 110 volt AC receptacle within six (6) feet of each SciScan and associated Verifone printer; and
- (6) making the SciScan(s) and Verifone printer(s) available to Lottery, or Lottery-approved service technicians during normal business hours for maintenance and repairs.

Retailer Responsibilities for On-line Game Retailer Terminal(s) and On-line Game Self Service Terminal(s)

An On-line Game Retailer Terminal ("On-line Terminal"), or more than one where deemed appropriate by the Lottery, whenever available, will be provided to the Retailer so long as the Retailer maintains an active on-line and scratch ticket Lottery license and meets the Lottery's minimum sales requirement published in the *Retailer's Manual*. An On-line Game Self Service Terminal("SST"), or more than one where deemed appropriate by the Lottery, whenever available, will be provided to the Retailer so long as the Retailer maintains an active on-line and scratch ticket Lottery license and meets the Lottery's minimum sales requirement published in the *Retailer's Manual*. Before being licensed as an on-line game retailer, the Retailer shall complete an *On-line Game Survey* and execute this *Retailer Contract*. Upon approval by the Lottery as a licensed Retailer, the Retailer shall obtain a surety bond, through a company licensed to conduct business in Virginia, in an amount determined by the Lottery for each Online Terminal location.

Each on-line Terminal and SST shall at all times remain the property of the Lottery. The Lottery may remove an On-line Terminal or SST if it is moved from the agreed-upon installation location.

In addition to the General Responsibilities cited above, the Retailer shall be responsible for :

- paying a non-refundable installation fee (established from time to time by the Lottery in its sole discretion) for each retail location;
- (2) paying a weekly line charge in an amount determined by the Lottery;
- (3) locating the On-line Terminal(s) in a place(s) approved by the Lottery;
- (4) locating the SST(s) in a place(s) that is (are) visible to the Retailer's staff during all hours that the Retailer is open to the public, as approved by the Lottery;
- (5) ensuring that the Retailer's employees attend a Lottery designated training program prior to installation of an On-line Terminal(s) or SST(s);
- (6) installing a dedicated duplex 110 volt electrical outlet within six (6) feet of each On-line Terminal and each SST;
- (7) providing access to a **dedicated** telephone line to be used by the Lottery for data collection;
- (8) calling the Lottery service hotline when a problem occurs which the Retailer cannot resolve;
- (9) loading ticket stock, paper, and ribbons for On-line Terminal(s) and maintaining the cash box;
- (10) making the On-line Terminal(s) and SST(s) and keys available to Lottery, or Lottery-approved, service technicians during normal business hours for maintenance and repairs;

Additionally, Retailer agrees to meet the Lottery's minimum average on-line sales requirement, and it acknowledges and agrees that its failure to meet such sales requirement may result in the removal of the Equipment, the revocation of the Retailer's license for same, and/or the termination of this Contract.

G. Retailer Responsibility for Instant Ticket Vending Machine(s)

An Instant Ticket Vending Machine ("ITVM"), or more than one where deemed appropriate by the Lottery, will be provided to the Retailer, whenever available, so long as the Retailer maintains an active scratch game Lottery license. Prior to receiving an ITVM(s), the Retailer shall execute this Retailer Contract. Upon approval by the Lottery as a licensed Retailer, the Retailer shall obtain a surety bond, through a company licensed to conduct business in Virginia, in an amount determined by the Lottery for each ITVM location. Each ITVM shall at all times remain the property of the Lottery. The Lottery may remove an ITVM if it is moved from the agreed-upon installation location.

In addition to the General Responsibilities cited above, the Retailer shall be responsible for:

- (1) providing a grounded 110 volt AC receptacle within ten (10) feet of each ITVM;
- (2) locating the ITVM(s) in a place(s) approved by the Lottery, including a place(s) that is (are) visible to the Retailer's staff during all hours that the Retailers is open to the public as approved by the Lottery;
- (3) ensuring that the Retailer's employees attend a Lottery designated training program prior to installation of an ITVM(s);
- (4) ordering and loading ticket packs into the ITVM(s);
- (5) loading printer paper;

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- (6) maintaining an adequate scratch ticket inventory and accounting to the Lottery for all proceeds from sales;
- (7) selling as many different games as the ITVM(s) will hold; and
- (8) making the ITVM(s) and keys available to Lottery, or Lottery approved, service technicians during normal business hours for maintenance and repairs.
- H. The Lottery's Responsibilities

The Lottery shall be responsible for:

- training Retailer employees at a Lottery-designated facility prior to Equipment installation and instore orientation at the time the Equipment is installed;
- (2) providing a toll-free Retailer support hotline for Equipment repair service and Retailer support service;
- providing adequate Lottery game supplies, including Playslips, Point of Sale materials, printer paper and ticket stock;
- (4) providing marketing and customer assistance to Retailer;
- (5) providing appropriate Lottery-owned Equipment; and
- (6) bearing the cost of all normal maintenance associated with Lottery-owned Equipment, other than costs incurred because of theft, neglect or abuse, whether by the Retailer or a third party, which costs shall be borne by Retailer.

I. Penalties for Non-Compliance

The Lottery reserves the right to revoke the Retailer's license, terminate this Contract, and/or suspend operations of any Equipment provided by the Lottery for noncompliance with the Lottery's regulations or rules or for noncompliance with any of the terms and conditions of this Contract.

J. Waiver and Indemnification

- (1) Retailer hereby waives any claim(s) it has or may have against the Commonwealth of Virginia, the Lottery, the Lottery Director, or any officer, employee, director or agent of any of same, arising out of any interruption, suspension, failure or defects in the operation of the Lottery's games, Equipment, products or systems, including any claim(s) for lost profit or revenues, regardless of the reason for such interruption, suspension, failure or defect.
- (2) Retailer agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, the Lottery, the Lottery Director, and any officer, employee, director or agent of any of same from and against any and all claims, suits, or actions arising out of the activities of the Retailer, the Retailer's business or the actions of the Retailer's officers, employees, or agents under this Contract.
- (3) This paragraph shall survive termination or expiration of this Contract.

K. Non-assignability of Contract

Retailer understands and agrees that it may not assign, subcontract or in any way transfer, in whole or in part, any rights, obligations, claims or interests of any kind in, under, or arising out of this Contract. Should Retailer attempt to do any of these actions, the Lottery reserves the right to revoke the Retailer's license, terminate the Contract and/or suspend operation of any Equipment provided by the Lottery.

L. Severability

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Retailer agrees that if any provision of this Contract is declared by a court of competent jurisdiction to be illegal, unforceable or in conflict with any law, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid or unenforceable

M. Applicable Law; Choice of Forum

The Parties agree that the laws of the Commonwealth of Virginia shall govern all matters arising out of, or in connection with, this Contract and that any action or suit relating to this Contract shall be brought in the Circuit Court of the City of Richmond. This paragraph shall survive any termination or expiration of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized representatives as of the later date appearing opposite their respective signatures.

RETAILER	LOTTERY COMMONWEALTH OF VIRGINIA STATE LOTTERY DEPARTMENT
(Company Name)	
By:	By:
(Signature)	(Signature)
(Print Name)	(Print Name)
(Position/Title)	(Position/Title)
(Date)	(Date)
RECEIVED BY:	
Name/LSC Number	Date
FOR LOTTERY USE ONLY	
Approved By:	
(Regional Sales Manager)	(Date)
Logged By:(Signature/Printed Name)	(Date)
	Revised 12 17

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Business Name: _

ADDENDUM

This Addendum to the Retailer Contract entered into previously by and between the Commonwealth of Virginia, acting by and through the State Lottery Department ("Lottery"), and the retailer named above ("Retailer") (together, the "Parties") made as of the later date shown beneath their respective signatures below, provides as follows:

- A. Minimum Online Sales Requirement and Administrative Fee Charges and Credits
 - 1) In the event Retailer's online sales per week should fall below the "Minimum Online Sales Requirement" amount published from time to time in the *Retailer's Manual*, Retailer shall be charged a prorated weekly administrative fee in an amount equal to 10% of the difference between the Minimum Online Sales Requirement and actual weekly online sales amounts. Should online sales exceed the Minimum Online Sales Requirement for a week, the Retailer shall earn a credit in an amount equal to 10% of the difference between the weekly online sales amounts. Should online Sales Requirement for a week, the Retailer shall earn a credit in an amount equal to 10% of the difference between the weekly online sales amount and the Minimum Online Sales Requirement, which credit may be used only to offset the administrative fee charged when sales are less than the Minimum Online Sales Requirement.
 - 2) Weekly online sales will be calculated on a per account basis (total online sales for a week divided by the number of clerk activated terminals for that account). A retail chain that elects to have a different billing account for each location will have weekly sales calculated on a per location basis.
- B. Evaluation Period
 - This program will be administered over Evaluation Periods ("each an Evaluation Period") of thirteen online billing cycle weeks. A billing cycle week runs from Wednesday to the next Tuesday.
 - 2) At the end of each Evaluation Period, if a retailer has accumulated an administrative fee credit balance, the retailer will be refunded any administrative fees paid during that Evaluation Period up to the amount of the accumulated credit. Any remaining credit balance up to a maximum amount published from time to time in the *Retailer's Manual* may be carried over into the next Evaluation Period. Credit balances have no cash value and can only be used to offset administrative fees paid.
 - 3) Credit balances may not be transferred if the licensed location changes ownership.

IN WITNESS WHEREOF, the Parties have executed this Addendum by their duly authorized representatives as of the later date appearing beneath their respective signatures.

RETAILER

COMMONWEALTH OF VIRGINIA, STATE LOTTERY DEPARTMENT

(Company Name)

(Owner Signature)

(Signature)

(Name - Please Print)

(Title)

Name -	Please	Print)

1.0

By:

(Title)

 (-----)

Date: _____

By:

		DATE
ETAILER NAME (AS SHOWN ON BANK ACCOUN / Virginia Lottery T		BER RETAILER LOTTERY I.D.
Instant	On-line	Both
we) hereby authorize the VIRGINIA STATE LOTTE iginate debit and credit entries and retrieve balance lese withdrawals and deposits will adhere to the ru id Local Automated Clearing House (ACH) Associa	e and transactional les of the Virginia S	information from my account.
is authority is to remain in full force and effect unti tification from me (or either of us) of its terminatior DTTERY and DEPOSITORY a reasonable time to a	n in such time and ir	
Retailer Address	in second	
City		
EFT AUTHORIZATION NAME (print)	SIGNATURE	
EFT AUTHORIZATION NAME (print)	SIGNATURE	
	LETED BY BA	NK ONLY
Depository Name		
Depository Name Branch		Bank Phone
Depository Name		
Depository Name Branch Address	State	Bank Phone
Depository Name Branch Address City	StateACCOUNT NUM	Bank PhoneZip
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	A/R ONLINE ACCOUNTING TRANSACTION FORM		
			MJD #
			DATE
CHAIN NO:			
AGENT NO: AGEN	NT NAME:	J / E NO.	TOTAL:
TRAN CODE	DESCRIPTION		AMOUNT
03	CM - Account Credit		
04	CM - Service Charge (Credit	
08	CM - Ticket Problems		
09	DM - Account Charge		
11	DM - Cash Transfer		
12	DM - Chargeback NSF	-	
13	DM - Interest on NSF		
14	DM - Penalty on NSF		
15	DM - Regional Adjustn	nent	
Comments:	and the second	C.	
			Date:
Entered			Date
White: Accounting	Yellow: Retailer		Pink: General Ledger

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RETAILER ACTIVITY FORM

To: Cathy Akers, Licensing Coordinator(HQ) From:,	□ On-Line □ Instant Date: / / / □ ITVMLEI - Data Center Regional Sales Manager Region:
REASON Change of Ownership FOR Equipment Removal Only ACTIVITY Going Out of Business	 Low Sales Volume NSF (Insufficient Funds Activity) Other: (Explain in COMMENTS/INSTRUCTIONS below)
<u>CURRENT</u> Retailer #: Name: Address:	Address:
EFFECTIVE DATE: // TIME: Immediate or Close of Business ON-LINE: Activate Inactivate/Suspend Re-Install Cancel/Delete REMOVE TYPE Retailer # Temporary Permanent Lion III #	EFFECTIVE DATE: / TIME: Immediate or ON-LINE: Activate + For Computer Ops Use + Lion III #
INSTANT Activate Inactivate Cancel Remove Equip Only ITVM-7000 ITVM-7500	INSTANT CActivate
COMMENTS / INSTRUCTIONS (Be specific)	has been notified. Regional Office Representative Initials:
ON-LINE ACTIVITY requires approval by:	
Regional Sales Manager Date FINANCE-INITIATED ACTIVITY requires approval by: F	Licensing Coordinator Date
Retailer LICENSE Returned YES NO	(Regional Office representative) Date

SLD-0081 2/95

TTEM 1 RELAY BILL MAREEN TTEM 2 WEELVY BETTLENEHT DATE MONTH DAY YEAR		TILING PROBLEM? YEB D NO D
A Self Serve Terminal Clerk Activated Terminal (Check only one) (Check only one)	TTEM 4 RETAILER'S SOMMTURE RETAILER'S SOMMTURE PLEASE CHECK ITEMS ENCLOSED TTEM 6 DAILY SIGN-ON SLIPS TTEM 6 CASH TICKETS ENVELOPE TTEM 7 DAILY SIGN-ON SLIPS TTEM 7 DAILY SIGN-ON SLIPS TTEM 8 ON-LINE RETAILER TICKET PROBLEM REPORT TTEM 9 ON-LINE WEEKLY SETTLEMENT REPORT	LOTTERY USE ON V LSFS SIGNATURE RECION MARER
VIRGINIA LOTTERY	DO NOT MAIL THIS ENVELOPE WILL BE PICKED UP BY YOUR LOTTERY SALES REPRESENTATIVE.	LENCON

	VIRGINA LOTTERY CASH TICKETS ENVELOPE	
	NUMBER OF TICKETS ENCLOSED	
	PRIZE VALUE OF TICKETS ENCLOSED	
	TUESDAY SETTLEMENT DATE	
	Month Day Year EACH CASH TICKET MUST	
8LD-012	BE STAPLED TO THE CORRESPONDING PLAYER TICKET.	



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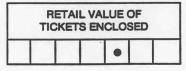
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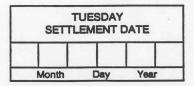
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CANCELLED TICKETS ENVELOPE

RETAILER NUMBER				

т	NUME	BER OF	
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STAPLE EACH CANCELLED TICKET TO THE CORRESPONDING PLAYER TICKET. 8LD-0124

SLD-0017 (9/92) TICKET PROBL	EM REPORT	Г	
Retailer No.			/ /
Retailer Business Name	- Clerk's Name		
INSTRUCTIONS: Please check the appropriate box(es) below	w:		
If you believe credit is due to you as a result of the following as soon as the problem occurs, on the day it was sold, and all	problems please CA	LL HOTLINE ing.	at (1-800-654-2500)
*****FAILURE TO FOLLOW THIS PROCEDURE W	VILL RESULT IN C	REDIT BEIN	G DENIED.****
Ask Hotline operator for the Call Number assigned to this pro-	blem. Call Number	r	
Hotline Operator's Name	Time Called		
TYPE OF PROBLEM	VA	LUEOFTICK	EIS
Good Ticket - Unable to Cancel	s		
Misprint/Printer Jam - Numbers are printed over each	other	1 - 1 - 4 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
No Print Ticket - (Have bet numbers available for Hot			
Print Too Light - (Change ribbon immediately, max. cr			
Torn or Damaged Ticket - (Cannot read bar code)			
	ALC: NOT THE OWNER OF	the second s	
Other Emploin			
Other - Explain:			
Trace Ticket			_
Trace Ticket Do Not Call Hotline When:			-
Trace Ticket <u>Do Not Call Hotline When:</u> The amount of credit being requested is visible on the attac			-
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Trace Ticket <u>Do Not Call Hotline When:</u> The amount of credit being requested is visible on the attac	VA	LUE OF TICK	
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 Trace Ticket <u>Do Not Call Hotline When:</u> The amount of credit being requested is visible on the attace TYPE OF PROBLEM Partial Print Marked "VOID" Bar Code Missing 	VAI \$		=
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Distribution: WHITE/CANARY - Lottery PINK - Retailer

RETAILER NAME	
RETAILER INSTRUCTIONS:	STAPLE WEEKLY SETTLEMENT REPORT
1. On settlement date, obtain 2 copies of your weekly settlement report from your terminal. Staple one report to this form and retain one copy for your records.	HERE
2. Enclose this form in your weekly settlement envelope.	
3. If you have a billing problem, explain below and check "YES" box for billing problem on outside of weekly settlement envelope. Accounting must review problem to determine if adjustment can be made.	
RETAILER'S SIGNATURE	A State of the second sec
DATE	
EXPLANATION OF BILLING PROBLEM:	
/	
And the second se	