

**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, 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. 7/26/96).

Retailer Contract (rev. 12/17/99).

Retailer Contract Addendum (rev. 12/08/00).

Authorization Agreement for Preauthorized Payments (SLD-0035A).

A/R Online Accounting Transaction Form (X-0105, 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, 9/92).

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

**RETAILER LICENSE APPLICATION**



Virginia Lottery

**FOR LOTTERY USE ONLY**

Date Received: \_\_\_\_\_ Control # \_\_\_\_\_

Current # \_\_\_\_\_ License # \_\_\_\_\_

Processing Fee (non-refundable); Per location  
Make check payable to: Virginia Lottery

**NOTE:** Please print or type. Read Terms and Conditions on back before completing application. Attach additional sheet if needed.

**TYPE OF APPLICATION**

1. INDICATE TYPE OF APPLICATION:  Single Location  Multiple Locations  Change of Ownership

List main company address below, and attach a retail location form for each retail location that will be selling tickets.

a. Legal Business Name: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_

b. Physical Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

c. Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**BUSINESS/ORGANIZATION INFORMATION**

2. INDICATE TYPE OF BUSINESS/ORGANIZATION.

a.  Sole Proprietorship  Partnership or Joint Venture  Sub Chapter S  LLC  
 Corporation or Subsidiary  Association (including Non-Profit)  Governmental  Trust

FEDERAL TAXPAYER ID # \_\_\_\_\_ VA STATE TAX # \_\_\_\_\_

List below the names of the owners, officers, partners, members, directors or stockholders (holding 10% or more of the stock) for your type of business checked in 2a above. Any exemptions must be approved by the Virginia Lottery. Please complete a Personal Data Form on each individual listed below.

b.	Name (Last Name First)	Name (Last Name First)	Name (Last Name First)
1.		2.	3.
4.		5.	6.

3. HAS ANY PERSON (OR CORPORATION) WHO IS MAKING APPLICATION FOR THIS LICENSE EVER BEEN CONVICTED OF A FELONY, OR ANY MISDEMEANOR RELATING TO BOOKMAKING OR OTHER FORMS OF ILLEGAL GAMBLING, OR A CRIME INVOLVING MORAL TURPITUDE OR ANY FRAUD OR MISREPRESENTATION?  Yes  No If yes, please provide details on a separate sheet.

4. DO YOU HOLD A CURRENT BUSINESS LICENSE IN YOUR LOCALITY?  Yes  No

5. IS THIS LOCATION CURRENTLY LICENSED TO SELL LOTTERY TICKETS?  Yes  No

6. 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 this form. If the Virginia Lottery issues a license pursuant to this application, the Virginia Lottery and I will be bound by all the requirements contained in the License Terms and Conditions. I understand that knowingly and willfully providing untruthful or misleading information is cause for denial of the application and/or termination of any lottery license and under Virginia criminal code is considered a class 1 misdemeanor violation. I authorize the Virginia Lottery and/or the Virginia State Police to investigate any or all matters set forth in the Retailer License Application pursuant to Sec.58.1-4009 of the State Lottery Law including but not limited to 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 on disclosure of otherwise confidential information, that I may have against the Virginia Lottery, the Virginia State Police, and/or any other individual or agency disclosing or releasing such information to the Virginia Lottery or the Virginia State Police.

APPLICANT/AUTHORIZED AGENT  
OF BUSINESS/ORGANIZATION

TYPE OR PRINT NAME

TITLE

SIGNATURE

DATE

# RETAILER LOCATION FORM



Virginia Lottery  
Licensing Department  
900 East Main Street  
Richmond, Virginia 23219

DO NOT WRITE IN THIS BLOCK

Region #: \_\_\_\_\_ Control #: \_\_\_\_\_  
FIPS Code: \_\_\_\_\_ License #: \_\_\_\_\_  
Business Code: \_\_\_\_\_ Chain#: \_\_\_\_\_

**NOTE:** This form must be filled out for each location selling Lottery Tickets.

## STORE INFORMATION:

Store Name: \_\_\_\_\_ Legal Name (If Different): \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number \_\_\_\_\_ Virginia State Sales Tax #: \_\_\_\_\_

**AUTHORIZED CONTACT PERSON:** Please list contact person(s) at this location authorized to receive and sign for Lottery Tickets starting with primary contact person, alternate(s). Please print or type

PRIMARY: \_\_\_\_\_ ALTERNATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## TYPE OF BUSINESS:

Grocery/Supermarket       Convenience       Restaurant       Specialty/Non-Grocery  
 Drug Variety       Auto/Gas Service       Bar/Tavern       Other (Specify)

## RETAILER ON-SITE EVALUATION (FOR LOTTERY USE ONLY):

	YES	NO
1. Does the Retailer have an on-going business activity?	_____	_____
2. Is the location accessible to the public (either on-site parking or convenient walk-in access) including accessibility to persons with disabilities?	_____	_____
3. Is there adequate room in the location for persons to purchase tickets?	_____	_____
4. Does the location appear to have adequate locks on the doors and windows?	_____	_____
5. Does the location have a safe for storage of tickets and secure storage for lottery business records?	_____	_____
6. Is the general appearance of the location suitable for selling lottery tickets?	_____	_____
7. What are the retailer's hours of operation? _____		

APPROVED: \_\_\_\_\_ FURTHER REVIEW BY LOTTERY: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Evaluator: \_\_\_\_\_ Date Evaluated: \_\_\_\_\_

# PERSONAL DATA FORM



Virginia Lottery- Licensing Department  
900 East Main Street  
Richmond, Virginia 23219

MINORITY OWNERSHIP CLASSIFICATION CONTROL# \_\_\_\_\_  
(Check if applicable)

01 Black  
 02 Hispanic  
 03 Asian/Pacific  
 04 Asian/Indian  
 05 Native American  
 06 Caucasian  
 07 Other (please specify): \_\_\_\_\_

**NOTE: Please print or type. A Personal Data Form must be submitted for each individual listed in Question 2b of the Retailer License Application. This form may be copied.**

1. Legal Business Name: \_\_\_\_\_ Business Phone Number: ( ) \_\_\_\_\_  
(As listed on Retailer License Application Form)

2. Applicant Information:

Last Name	First Name	Middle Name	Social Security Number
_____			
Date of Birth	Sex	Place of Birth (City, State, Country)	
_____	_____	_____	
Home Address	City/County	State	Zip ( ) _____ Home Phone Number
_____	_____	_____	_____

3. Have you been a resident of Virginia continuously for the past twelve months?  Yes  No  
If "no", attach a list of other states in which you have resided. Include dates.

4. Your Relationship to Business (Check One):  
 Sole Proprietor       Stockholder (10% or more)       Other (please specify): \_\_\_\_\_  
 Partner ( % )       Officer/ Board Member

5. Personal Bank: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Bank Address: \_\_\_\_\_ City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

6. Have you ever been convicted of a felony, illegal gambling, fraud, or had any business license revoked or suspended in Virginia or any other state?  Yes  No

7. Have you ever filed for bankruptcy?  Yes  No  
If you answered "yes" to questions 6 or 7, please attach a separate sheet with complete details.

8. Have you ever applied for or been granted a Virginia Lottery License?  Yes  No  
If so, under what business name: \_\_\_\_\_ Retailer #: \_\_\_\_\_

9. Are you a relative of a lottery employee or board member, reside in the same household of a lottery employee or board member, or affiliated with a vendor of lottery instant or on-line game products?  Yes  No  
If "yes" please identify the lottery employee, board member, or vendor: \_\_\_\_\_

**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 whoever 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
_____ SIGNATURE	_____ DATE



**VIRGINIA  
LOTTERY**

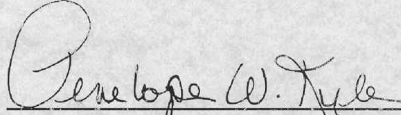


**LICENSED  
RETAILER**

<b>RETAILER NO.</b> [REDACTED]
<b>BUSINESS ADDRESS</b> [REDACTED]

BY AUTHORITY OF  
THE STATE LOTTERY LAW OF 1987, AS AMENDED,  
THE ABOVE-NAMED RETAILER IS DULY AUTHORIZED AS  
INDICATED TO SELL LOTTERY TICKETS IN VIRGINIA

**ON-LINE AND INSTANT GAME TICKETS**

  
PENELOPE W. KYLE  
DIRECTOR, VIRGINIA LOTTERY

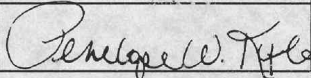
**THIS CERTIFICATE MUST  
BE PROMINENTLY DISPLAYED  
AT ALL TIMES**

**NON-TRANSFERABLE**

REV 9/94

**VIRGINIA  
LOTTERY**

**AUTHORIZED  
RETAILER**

<b>BUSINESS NAME</b> [REDACTED]	
<b>RETAILER NO.</b> [REDACTED]	

REV 9/94

PENELOPE W. KYLE  
DIRECTOR, VIRGINIA LOTTERY  
**NON-TRANSFERABLE**

**MUST BE PRESENTED WHEN ACCEPTING TICKETS**

**1. DO NOT DESTROY CERTIFICATE OR  
IDENTIFICATION CARD.**

- Carefully detach along perforated lines.
- Display certificate in a **PROMINENT PLACE** in your business location.
- Identification card **MUST** be presented when purchasing or accepting tickets.
- If retailer authorization is suspended, revoked or voluntarily discontinued, you must return the certificate, identification card and stamp to the Lottery.

**VIRGINIA LOTTERY  
ON-LINE GAME SURVEY**

Retailer Number	LSC Number	City/Cty Code #	Chain #	Current Device Type and Quantity	Interview Date:
Retailer Trading As:				CAT _____ SST _____	
Physical Location Address				Legal Business Name:	
Physical Location Address			City/Town		Zip
Name of Person Interviewed: (please print)			Signature		Title
<b>TELEPHONE NUMBERS</b>					
Physical Location Phone# ( )					
Type of Business (Name and Classification #)			<input type="checkbox"/> Proprietor Operated <input type="checkbox"/> Chain Store <input type="checkbox"/> Manager Operated		Interviewed By LSC (Print):
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;">         Sketch Machine Location Within Site:       </div>					
Terminal Location Negotiated _____ RSM (Initial) _____ Retailer Initials					
<b>COMPLIANCE AGREEMENT</b>					
Will Attend On-line Training Before Installation				YES _____	
Will Send New Employees to On-line Training:				YES _____	
Will Staff On-line Terminal During Business Hours:				YES _____	
Will Keep Jackpots Posted And Up-To-Date:				YES _____	
Will Keep Winning Numbers Posted And Up-To-Date:				YES _____	
Will pay prizes up to \$600 instant and on-line:				YES _____	
Keep The Area In Front Of The Device Clear:				YES _____	
Miscellaneous Comments: _____					
_____					
_____					
I Have Reviewed The Preceding Data And Believe It To Be True and Complete To The Best of My Knowledge					
Retailer's Signature _____			Date: _____		
Lottery Sales Consultant's Signature _____			Date: _____		
Lottery Regional Manager's Signature _____			Date: _____		

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: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

### Instant Game/Contest Information

Dates of the Promotion: From \_\_\_\_\_, 19\_\_\_\_ To \_\_\_\_\_, 19\_\_\_\_

Expected number of Virginia locations participating in promotion: \_\_\_\_\_

Description of Product(s) to be sold with promotion: \_\_\_\_\_

Estimated Value of Product(s): \$ \_\_\_\_\_

Please attach the following items to the application:

- At least two (2) color samples of instant ticket game/contest
- Game/contest rules
- Where to obtain a list of winners
- Prize structure/odds of game/contest

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**Certification:** All information contained on this application and attached documents is complete and accurate.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# VIRGINIA LOTTERY RETAILER CONTRACT

\_\_\_\_\_ # On-line Terminals      \_\_\_\_\_ # SSTs      \_\_\_\_\_ # ITVMs      \_\_\_\_\_ # SciScan Devices

\_\_\_\_\_ # Verifone Printers      \_\_\_\_\_ # Lottery Play Centers      (All hereinafter "the Equipment")

**Retailer Number:** \_\_\_\_\_ **Telephone Number:** (\_\_\_\_) \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Doing Business As:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

(city)

(state)

(zip code)

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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 statutes 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 Retailer's 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;
- (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.

**F. 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 On-line 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 :

- (1) 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;

- (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:

- (1) training Retailer employees at a Lottery-designated facility prior to Equipment installation and in-store orientation at the time the Equipment is installed;
- (2) providing a toll-free Retailer support hotline for Equipment repair service and Retailer support service;
- (3) 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**



Retailer agrees that if any provision of this Contract is declared by a court of competent jurisdiction to be illegal, unenforceable 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: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Position/Title)

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Position/Title)

\_\_\_\_\_  
(Date)

<b>RECEIVED BY:</b> _____ Name/LSC Number	_____ Date
--	------------

**FOR LOTTERY USE ONLY**

Approved By: \_\_\_\_\_  
(Regional Sales Manager) (Date)

Logged By: \_\_\_\_\_  
(Signature/Printed Name) (Date)

Revised 12.17.99

Retailer Number: \_\_\_\_\_ 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 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

- 1) 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)

By: \_\_\_\_\_  
(Owner Signature)

\_\_\_\_\_  
(Name - Please Print)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_  
12/8/00

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name - Please Print)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_





**VIRGINIA LOTTERY**

**A/R ONLINE ACCOUNTING TRANSACTION FORM**

MJD # \_\_\_\_\_

DATE \_\_\_\_\_

CHAIN NO:			
AGENT NO:	AGENT NAME:	J / E NO.	TOTAL:

TRAN CODE	DESCRIPTION	AMOUNT
<input type="checkbox"/> 03	CM - Account Credit	_____
<input type="checkbox"/> 04	CM - Service Charge Credit	_____
<input type="checkbox"/> 08	CM - Ticket Problems	_____
<input type="checkbox"/> 09	DM - Account Charge	_____
<input type="checkbox"/> 11	DM - Cash Transfer	_____
<input type="checkbox"/> 12	DM - Chargeback NSF	_____
<input type="checkbox"/> 13	DM - Interest on NSF	_____
<input type="checkbox"/> 14	DM - Penalty on NSF	_____
<input type="checkbox"/> 15	DM - Regional Adjustment	_____

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Entered: \_\_\_\_\_ Date: \_\_\_\_\_





# RETAILER ACTIVITY FORM

SLD-0081 2/95

To: Cathy Akers, Licensing Coordinator(HQ)		<input type="checkbox"/> On-Line	Date: ____/____/____
From: _____		<input type="checkbox"/> Instant	
		<input type="checkbox"/> ITVM--LEI - Data Center	
		Regional Sales Manager	Region: _____
REASON FOR ACTIVITY	<input type="checkbox"/> Change of Ownership	<input type="checkbox"/> Low Sales Volume	
	<input type="checkbox"/> Equipment Removal Only	<input type="checkbox"/> NSF (Insufficient Funds Activity)	
	<input type="checkbox"/> Going Out of Business	<input type="checkbox"/> Other: (Explain in COMMENTS/INSTRUCTIONS below)	
<b>CURRENT</b>		<b>NEW</b>	
Retailer #: _____		Retailer #: _____ PIN# _____	
Name: _____		Name: _____	
Address: _____		Address: _____	
EFFECTIVE DATE: ____/____/____		EFFECTIVE DATE: ____/____/____	
TIME: <input type="checkbox"/> Immediate or <input type="checkbox"/> Close of Business		TIME: <input type="checkbox"/> Immediate or <input type="checkbox"/> Close of Business	
ON-LINE:	<input type="checkbox"/> Activate <input type="checkbox"/> Inactivate/Suspend	ON-LINE:	<input type="checkbox"/> Activate      ↓ For Computer Ops Use ↓
	<input type="checkbox"/> Re-Install <input type="checkbox"/> Cancel/Delete		
	REMOVE		
<b>TYPE</b>	<b>Retailer #</b>	<b>Lion III #</b>	<b>Lion III #</b>
	Temporary Permanent		
Lion III # _____	<input type="checkbox"/> <input type="checkbox"/>	Lion III # _____	_____
Lion III # _____	<input type="checkbox"/> <input type="checkbox"/>	SST: # _____	_____
SST: # _____	<input type="checkbox"/> <input type="checkbox"/>	SST: # _____	_____
REMOVE PHONE LINE	<input type="checkbox"/> YES <input type="checkbox"/> NO		
INSTANT	<input type="checkbox"/> Activate <input type="checkbox"/> Inactivate	INSTANT	<input type="checkbox"/> Activate
	<input type="checkbox"/> Cancel <input type="checkbox"/> Remove Equip Only		
<input type="checkbox"/> ITVM-7000 <input type="checkbox"/> ITVM-7500		<input type="checkbox"/> ITVM-7000 <input type="checkbox"/> ITVM-7500	
COMMENTS / INSTRUCTIONS (Be specific) _____			
_____			
_____			
IF CORP/CHAIN ACCT, CAE ( _____ ) has been notified. Regional Office Representative Initials: _____			
ON-LINE ACTIVITY requires approval by:			
_____	_____	_____	_____
Regional Sales Manager	Date	Licensing Coordinator	Date
FINANCE-INITIATED ACTIVITY requires approval by:			
_____			_____
Finance Manager / Games Acctg Ops. Manager			Date
Retailer LICENSE Returned	<input type="checkbox"/> YES <input type="checkbox"/> NO	_____	
Retailer STAMP Returned	<input type="checkbox"/> YES <input type="checkbox"/> NO	(Regional Office representative) _____	
		Date _____	





**VIRGINIA LOTTERY**  
**CASH TICKETS ENVELOPE**

RETAILER NUMBER					

NUMBER OF TICKETS ENCLOSED	

PRIZE VALUE OF TICKETS ENCLOSED						

TUESDAY SETTLEMENT DATE					
Month		Day		Year	

**EACH CASH TICKET MUST  
BE STAPLED TO THE  
CORRESPONDING PLAYER TICKET.**



**CANCELLED TICKETS ENVELOPE**

RETAILER NUMBER					

NUMBER OF TICKETS ENCLOSED	

RETAIL VALUE OF TICKETS ENCLOSED					
				•	

TUESDAY SETTLEMENT DATE					
Month		Day		Year	

**STAPLE EACH CANCELLED TICKET  
TO THE CORRESPONDING PLAYER TICKET.**

SLD-0017 (9/92)

# TICKET PROBLEM REPORT



VIRGINIA LOTTERY

Retailer No.

Chain No.

Date Problem Occured \_\_\_\_\_

Settlement Date \_\_\_\_\_

Retailer Business Name \_\_\_\_\_

Clerk's Name \_\_\_\_\_

**INSTRUCTIONS: Please check the appropriate box(es) below:**

If you believe credit is due to you as a result of the following problems please CALL HOTLINE at (1-800-654-2500) as soon as the problem occurs, on the day it was sold, and always before the drawing.

**\*\*\*\*\*FAILURE TO FOLLOW THIS PROCEDURE WILL RESULT IN CREDIT BEING DENIED.\*\*\*\*\***

Ask Hotline operator for the Call Number assigned to this problem. Call Number

Hotline Operator's Name \_\_\_\_\_ Time Called \_\_\_\_\_

**TYPE OF PROBLEM**

**VALUE OF TICKETS**

- Good Ticket - Unable to Cancel \$ \_\_\_\_\_
- Misprint/Printer Jam - Numbers are printed over each other \_\_\_\_\_
- No Print Ticket - (Have bet numbers available for Hotline) \_\_\_\_\_
- Print Too Light - (Change ribbon immediately, max. credit of \$5.00) \_\_\_\_\_
- Torn or Damaged Ticket - (Cannot read bar code) \_\_\_\_\_
- Other - Explain: \_\_\_\_\_
- Trace Ticket \_\_\_\_\_

**Do Not Call Hotline When:**

The amount of credit being requested is visible on the attached ticket.

**TYPE OF PROBLEM**

**VALUE OF TICKETS**

- Partial Print Marked "VOID" \$ \_\_\_\_\_
- Bar Code Missing \_\_\_\_\_

**TOTAL \$**

**LOTTERY USE ONLY**

MJD # \_\_\_\_\_

Tran Code 8 Credit Amount \$ \_\_\_\_\_

Approval \_\_\_\_\_

Entered \_\_\_\_\_ Date \_\_\_\_\_

Credit Denied Amount \$ \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STAPLE TICKET HERE**

Comment Field

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# WEEKLY SETTLEMENT FORM

TUESDAY SETTLEMENT DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

RETAILER NAME \_\_\_\_\_

RETAILER NUMBER 

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### RETAILER INSTRUCTIONS:

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.
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.

**STAPLE  
WEEKLY SETTLEMENT REPORT  
HERE**

RETAILER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

EXPLANATION OF BILLING PROBLEM: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_