



## **VIRGINIA LOTTERY LICENSING CHECKLIST**

If you are applying for a lottery license for a new business that is not currently licensed *or* for a location you are purchasing that has lottery, you will need to complete the application paperwork and provide supporting documentation as follows:

**\* These forms \* must be signed by an owner, officer, partner, managing member, director or person(s) legally authorized to act in a fiduciary representative capacity on behalf of the business or organization. Any forms signed by persons other than listed above cannot be processed.**

- **Application Fee-** A fifty dollar (\$50) non-refundable application fee is required for *each* location being licensed. Make check payable to **VIRGINIA LOTTERY**
- **\*Retailer License Application\***- Completed, signed by the owner of the business that is applying.
- **Retailer Location Form-** Completed (fill out store information, contact person, and type of business- all other areas are completed by the lottery).
- **\*Personal Data Form (PDF)\*** Completed and signed by each person listed on the application as an owner, partner, officer, member, or director or any non-titled person who owns more than 10% of the issued stock.
- **Proof of Identity** – for each PDF submitted. Must be a legible, enlarged copy of one of the following:
  - State issued driver's license
  - Government issued passport; or
  - US Federal or State issued picture ID card such as an INS or DMV identification card
- **\*Retailer Contract\***- must be signed by the owner
- **\*Electronic Funds Transfer form\*** (Authorization Agreement for Pre-Authorized Payments)– The applicant must open a separate bank account. This account *cannot* by law, be co-mingled with other business accounts or deposits. The owner/applicant *must* sign the top half of the EFT. The bottom half must be completed and signed by the bank representative. By law, and in compliance with **Virginia Administrative Code 11VAC5-31-60**, the account **MUST** be titled as "**Business name/VIRGINIA LOTTERY TRUST**".  
**A letter from the bank representative on bank letterhead, or a screen print of the account set up must be submitted with the completed EFT to verify this required titling. Either must show or state the required titling and show the account and routing numbers. (sample provided)**
- **Business Sales Tax Certificate-** A copy of the certificate issued by the Virginia Department of Taxation, or a copy of the registration confirmation letter sent by Taxation showing the assigned sales tax number and business name. (**sample included**)
- **IRS Confirmation-**The same verification is required for the Legal filing name and Taxpayer Identification Number (TIN) or Federal Employer Identification Number (FEIN) issued by the IRS. This could be the online confirmation or the confirmation letter from the IRS sent in the mail. (**sample included**)

It is recommended that the applicant keep copies of their paperwork for their business files. The original completed and signed documents must be submitted.

**All paperwork must be submitted to the Virginia Lottery Licensing Department and approved prior to a change in ownership occurring with businesses that are active, selling lottery locations.** If the legal change occurs before the paperwork on the new prospective owner has been submitted, received, or completed, the current lottery license becomes null and void. The store will be inactivated and lottery will be removed from the location until the new applicant/owner has been approved.

Please make sure that all requested information is submitted and forms are complete. Missing information will cause a delay in processing. The licensing of a retailer takes approximately 3-4 weeks provided there are no issues with the paperwork that has been submitted.

**Application packages may be mailed or dropped off at any one of our 6 Customer Service Centers around the state.**

**CSC Woodbridge**  
14550 Potomac Mills Rd.  
Woodbridge 22192  
(703) 494-1501

**CSC Harrisonburg**  
1790-26 East Market Street  
Harrisonburg 22801  
(540) 433-7979

**CSC Hampton**  
2308 West Mercury Blvd  
Hampton 23666  
(757) 825-7800

**CSC Farmville**  
1506 South Main Street  
Farmville 23901  
(434) 947-2256 (Lynchburg)  
(804) 692-7440 (Richmond)

**CSC Roanoke**  
1287 Town Square Blvd  
Roanoke 24012  
(540)561-7011

**CSC Abingdon**  
408 East Main Street  
Abingdon 24210  
(276) 676-5540

**Richmond Headquarters**  
600 East Main Street  
Richmond 23228  
(804) 692-7690

# VIRGINIA LOTTERY LICENSING CHECKLIST

## Stock Sale/Stock Purchase Agreements/Stock transfer

If you are buying ALL of the stock in a business that currently sells lottery tickets and are continuing the business under the existing name and tax numbers, you will need to provide the following information:

**Completed Personal Data Form (PDF)** for each person purchasing the stock as an owner, partner, officer, member, director, or any non-titled person who owns more than 10% of the issued stock. This form must be signed by the individual in which the form is completed for.

**Proof of Identity** – for each PDF submitted. Must be a legible, enlarged copy of **one** of the following:

- State issued driver's license; Government issued passport; or
- US Federal or State issued picture ID card such as an INS or DMV identification card.

**\*Retailer Contract\***

**\*Application\*** -completed & signed by new owners

**\*Electronic Funds Transfer form** – bottom half must be completed by the bank. The top half of the form (Retailer Name, Address, City, Zip) is to be completed and signed by the new stockholder.

In accordance with **11VAC5-31-60 of the Code of Virginia**, the account **MUST** be titled **"Business Legal Name/VIRGINIA LOTTERY TRUST"**.

**A letter from the bank (on bank letterhead) or a bank printout of the account must be submitted to verify this required titling.**

**A copy of the stock purchase agreement/transfer, or a letter from the closing attorney-** detailing the current owners, new stockholder's, state the legal name of business, verify no changes being made with the current EIN, effective date of transfer or agreement, verify all shares (percentages) were purchased, and signed by all parties. Stock purchase agreements or stock transfer documentation must be notarized and have appropriate signatures from previous and new stockholders.

New stockholders/officers are responsible for updating the SCC records/registration for the business with new member/stockholder/officer information according to SCC requirements.

Please make sure that all requested information and forms are complete and accurate. Missing or incorrect information will cause a delay in processing.

**\* All forms *must* be signed by an owner, officer, partner, member or \*legally authorized person. Any forms signed by persons other than listed above will not be accepted.**

\*legally authorized persons (without ownership) or POAs must provide legal documentation showing this designation.

(03/16)



# RETAILER LOCATION FORM



we're game  
virginia lottery

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

**DO NOT WRITE IN THIS BLOCK- LOTTERY USE ONLY**

CSC #: \_\_\_\_\_ AREA \_\_\_\_\_ LICENSE #: \_\_\_\_\_

SR #: \_\_\_\_\_ 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 CONTACT: \_\_\_\_\_ ALTERNATE CONTACT: \_\_\_\_\_

PRIMARY CONTACT TITLE: Check One below for contact

Owner \_\_\_\_\_ Store Manager \_\_\_\_\_ Front end Manager \_\_\_\_\_ Authorized Clerk \_\_\_\_\_

## TYPE OF BUSINESS:

**A. TRADE TYPE:**      **B. TRADE STYLE:**

- |                                      |  |  |   |
|--------------------------------------|--|--|---|
| <input type="checkbox"/> Convenience | <input type="checkbox"/> Convenience w/o Gas         | <input type="checkbox"/> Other Gas Station             | <input type="checkbox"/> Supermarket                            |
| <input type="checkbox"/> Grocery     | <input type="checkbox"/> Gas Station w/ Convenience  | <input type="checkbox"/> Pharmacies and Drug Stores    | <input type="checkbox"/> Other Specialty Food Stores            |
| <input type="checkbox"/> Other       | <input type="checkbox"/> Gas Station w/o Convenience | <input type="checkbox"/> Tobacco Stores and Stands     | <input type="checkbox"/> Restaurant                             |
|                                      | <input type="checkbox"/> Accommodation               | <input type="checkbox"/> All other General Merchandise | <input type="checkbox"/> Airport, Flying Fields & Bus Terminals |

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NEW LOCATION \_\_\_\_\_

CHANGE IN OWNERSHIP \_\_\_\_\_

# PERSONAL DATA FORM



we're game  
virginia lottery

Virginia Lottery  
Licensing Department  
600 East Main Street  
Richmond, Virginia

MINORITY OWNERSHIP CLASSIFICATION OWNER # \_\_\_\_\_

(Check if applicable)

Black  Native American  
 Hispanic  Caucasian  
 Asian/Pacific  Korean  
 Asian/Indian  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. Proof of Identity must be attached (see Checklist).**

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 (Percentage owned \_\_\_\_\_ %)  
 Partner ( \_\_\_\_\_ %)  Officer/ Board Member  LLC Member  
 Other (please specify): \_\_\_\_\_

5. Have you ever, in Virginia or any other state:

- A. Been convicted of a felony or misdemeanor? \_\_\_\_\_ Yes \_\_\_\_\_ No  
B. Been convicted of illegal gambling? \_\_\_\_\_ Yes \_\_\_\_\_ No  
C. Been convicted of fraud? \_\_\_\_\_ Yes \_\_\_\_\_ No  
D. Had any business license revoked or suspended? \_\_\_\_\_ Yes \_\_\_\_\_ No  
E. Ever filed for bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered "Yes" to any of these questions, please attach a separate sheet with complete details.

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

7. 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 as stated in the Retailer Contract. If the Lottery issues a license pursuant to this application, the Virginia Lottery and I will be bound by all the requirements contained in the Retailer Contract. 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 Virginia Lottery for lottery sales agent shall be guilty of a Class 1 misdemeanor. I authorize the Virginia Lottery and/or the Department of State Police to investigate any or all matters 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 until the license is terminated. I understand that further information may be requested of me in regard to this investigation and as part of any periodic reviews as deemed necessary by the Virginia Lottery. I waive any rights or causes of action, based upon disclosure of otherwise confidential information that I may have against the Virginia Lottery, the Department of State Police and/or any other individual or agency disclosing or releasing such information to the Virginia Lottery or the Department of State Police.

\_\_\_\_\_  
TYPE OR PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



# RETAILER CONTRACT

Retailer/Chain Number: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

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

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

\_\_\_\_\_ (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, including all owners and officers, (collectively "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.

When this Contract is fully executed, and the Retailer has fulfilled all eligibility requirements and paid all fees established by the Lottery, Retailer will be issued a Lottery license. Together, this Contract and its affiliated license authorize Retailer to act as a Lottery Sales Agent to sell and dispense Lottery tickets and products, and to act as the Lottery's representative to collect, preserve, and account for Commonwealth of Virginia trust funds.

**A. Term and Renewal**

Unless earlier terminated, the term of this Contract - and its affiliated Retailer's license - shall be for a period of one (1) year. These agreements may be renewed annually thereafter at the sole discretion of the Lottery, contingent upon Retailer's compliance with all related Lottery statutes, regulations, and procedures. Upon renewal of a Retailer's license, this Contract shall be renewed for the concurrent period.

**B. Termination, Cancellation, Revocation, or Suspension**

This Contract may be terminated by Retailer upon at least fifteen (15) calendar 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 (except in those limited circumstances when such notice is not required by Lottery statutes or regulations). The 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 and any other applicable law.

Upon termination of the contract, Retailer shall maintain his surety bond and his required Lottery Trust bank account until all settlements are completed and all Lottery equipment, supplies, and property have been surrendered.

**C. Compliance with Statutes and Rules**

*Retailer shall:*

- 1) Fulfill the obligations of and adhere to the prohibitions denoted in this Contract, except as otherwise modified by an amendment or addendum attached hereto.
- 2) Comply with all Lottery statutes, regulations, procedures, rules for specific Lottery games, eligibility criteria and standards for licensing, and all other applicable federal and state laws, rules, directives, orders and instructions, including the Americans with Disabilities Act. By executing this Contract, Retailer certifies that to the best of its knowledge it is in compliance with all such laws.
- 3) Conduct all Lottery business and transactions ethically and with the utmost integrity, and act in every respect to uphold public confidence in the Lottery.
- 4) Immediately report to the Lottery any irregularities or anomalies involving Lottery equipment, sales, systems, tickets, or products that do not conform to standard processes and procedures or that may be detrimental to public confidence in the Lottery.
- 5) Adopt safeguards to assure that it will not sell lottery tickets or pay prizes to persons under the age of 18 years.
- 6) Not attempt, through any means whatsoever, to identify or otherwise determine whether any unsold ticket contains a winning play.

**D. Tickets/Products Requirements and Responsibilities**

*Retailer shall:*

- 1) Sell all tickets and products which he is authorized and provided by the Lottery to sell.
- 2) Sell tickets and products only at the prices fixed by the Lottery. This requirement includes a prohibition against Retailer purchasing tickets from players at discounted prices.
- 3) Sell tickets and products only at the location(s) specified in this Contract, identified on the issued Lottery license, or as otherwise expressly authorized by the Lottery.
- 4) STOP selling instant tickets and remove such tickets from public view, upon notification by and in accordance with instructions provided by the Lottery.
- 5) Accept only cash, check, debit cards, or authorized coupons in payment for the purchase of Lottery tickets or products.
- 6) Post, or otherwise display in prominent locations agreed to by the Lottery, all required Point of Sale materials.
- 7) Maintain and safeguard an adequate instant ticket inventory and serialized paper stock used in Lottery-provided equipment.
- 8) Meet any minimum sales requirement(s) established by the Lottery, at its discretion and as may be amended from time-to-time, for each Retailer business location.
- 9) Use reasonable safeguards and sound management practices to protect Lottery tickets from the elements, abuse, theft, damage, and destruction.
- 10) Immediately notify the Lottery upon the theft, loss, destruction of, or damage to any tickets in the Retailer's possession.

*Lottery shall:*

- 11) Pay Retailer compensation as established pursuant to Lottery statutes and regulations and, at the Lottery's sole discretion, any bonus or incentive payments as may be established from time-to-time.
- 12) Provide sales, marketing and customer assistance to the Retailer.



**E. Payment of Prizes**

*Retailer shall:*

- 1) Validate winning tickets in accordance with Lottery-approved procedures and via Lottery-provided equipment prior to paying a prize.
- 2) Pay cash prizes as expressly authorized by the Lottery through the proper and complete validation of winning tickets, generally up to and including \$600 per wager.
- 3) Pay prizes in cash and/or cash equivalent instruments (e.g. money order, business check) immediately upon the proper and complete validation of a winning ticket.
- 4) Not impose any fee, additional charge, or discount for cashing a winning ticket.
- 5) Return non-winning tickets to the player.

*Lottery shall:*

- 6) Reimburse Retailer for all valid cash prizes properly and completely validated and paid by the Retailer.
- 7) To the extent established by Lottery statutes and regulations, pay Retailer a cashing commission based on the cash value of all valid prizes paid by the Retailer and, at the Lottery's sole discretion, any bonus or incentive payments as may be established from time-to-time.

**F. Financial Requirements, Responsibilities, and Conditions**

*Retailer shall:*

- 1) Be personally liable for all proceeds from the sale of Lottery tickets or products.
- 2) Promptly pay all amounts owing under this Contract.
- 3) Maintain a separate, designated Lottery Trust bank account to be used exclusively for lottery business.
- 4) Ensure the Lottery account is jointly titled as "Retailer's Name/Virginia Lottery Trust."
- 5) Acknowledge that all Lottery funds, immediately upon receipt and upon the transaction of a sale, are held in trust for the Virginia Lottery and the Commonwealth of Virginia.
- 6) Deposit into the Trust account all proceeds from the sale of Lottery tickets or products.
- 7) Ensure sufficient funds are timely deposited into the Trust account for scheduled EFT transfer. In the event such EFT transfer is dishonored, Retailer shall be liable for penalties and interest as established by Lottery statute and/or regulation.
- 8) Be responsible for, preserve, and account for all proceeds from the sale of Lottery tickets/products, all instant tickets accepted from the Lottery, and all on-line tickets generated, whether such activities are conducted by the Retailer or any employee or representative of the Retailer.
- 9) Be financially liable for all tickets once they are in a billable status. Retailer shall also be financially liable for stolen, lost, destroyed, or otherwise unaccounted for tickets – without regard to their billing status - if such loss resulted from the willful or negligent act or omission of Retailer, or from Retailer's intentional misconduct or failure to reasonably safeguard or maintain the tickets in accordance with sound management practices.
- 10) Maintain a surety bond, through a company licensed to conduct business in Virginia, in such an amount and penalty as determined by the Lottery. Such bond must be payable to the State Lottery Department and conditioned upon the faithful performance of the Retailer's duties. Retailer shall promptly provide proof of bonding to the Lottery, as requested. Retailer may, at the sole discretion of the Lottery, be permitted to provide such other surety as may be satisfactory to the Lottery Director.

**G. Equipment Requirements and Responsibilities**

*Retailer shall:*

- 1) Be responsible for meeting all equipment installation requirements as specified by the Lottery. Such requirements may include, but not limited to: (a) dedicated electrical circuitry; (b) counter, roof, floor, and building space; and (c) conduit, if applicable. All expenses associated with the items required to be furnished by the Retailer and all consents, approvals, and permits from any and all necessary parties required for equipment installation, if any, shall be the sole responsibility of Retailer.
- 2) Place equipment only in Lottery-approved locations.
- 3) Place self-service/vending equipment in a location that is visible to the Retailer's staff during all hours that the Retailer is open to the public.
- 4) Pay a weekly communications charge in an amount determined by the Lottery (\$15 per week as of the revision date of this contract form).
- 5) Grant the Lottery, or Lottery-approved service technicians, permission and access to the premises, equipment, and/or keys during Retailer's normal business hours for equipment placement/installation, equipment removal, and equipment maintenance/repair.
- 6) Remove all monies and tickets, as appropriate, from Equipment prior to maintenance or repair.
- 7) Use reasonable safeguards and sound management practices to protect Lottery equipment and property from the elements, abuse, theft, damage, and destruction.
- 8) Immediately notify the Lottery upon the theft, loss, destruction of, or damage to any Lottery-provided equipment or property in the Retailer's possession.
- 9) Repair or replace, at Retailer's expense, any loss of, destruction of, or damage to Lottery-provided equipment, machines or parts thereof which results from the willful or negligent act or omission of Retailer, or from Retailer's intentional misconduct or failure to reasonably safeguard or maintain the equipment in accordance with sound management practices.
- 10) Ensure all Equipment is operational and able to be used to sell and validate Lottery products during the Retailer's normal business hours.
- 11) Call the Lottery service hotline when a problem occurs which the Retailer cannot resolve.
- 12) Load printer paper, ticket stock, and instant tickets into all bins of Equipment, and maintain sufficient quantities of such ticket stock and instant tickets in the bins.
- 13) Return all Lottery-provided equipment, property, supplies, and products upon request of the Lottery; suspension, cancellation, or revocation of the Retailer's license; and/or termination of this Contract.
- 14) Ensure that Retailer's employees complete a Lottery-designated training program prior to initially selling any Lottery tickets or products and any subsequent training sessions as may be required by the Lottery.

*Lottery or its authorized representatives shall:*

- 15) Provide Retailer all required Lottery Equipment and product supplies, including playslips, Point of Sale materials, printer paper, and ticket stock.
- 16) Retain ownership of all Lottery-provided equipment and supplies.
- 17) Be responsible for the cost of all normal maintenance associated with Lottery-provided Equipment, other than costs incurred because of Retailer's neglect, abuse, or failure to use sound management practices, which costs shall be borne by Retailer.
- 18) Train Retailer employees on the operation of all Lottery-provided equipment and the sale of Lottery products. Training sessions will be conducted at a mutually agreeable time and location prior to or immediately after Equipment installation, provided that training must be completed before Retailer can commence selling tickets.
- 19) Provide a toll-free Lottery service hotline for Equipment repair service and Retailer support service.

#### **H. Report of Change in Condition**

*Retailer shall:*

- 1) Notify the Lottery in writing not less than 15 days prior to any proposed changes in its business, including but limited to: (a) ownership, number, or identity of responsible parties associated with the business; (b) federal tax identification number; (c) location; (d) form of ownership or operation of the business; (e) lease of Retailer's business and/or premises; or (f) sale or closing of the Retailer's business.
- 2) Notify the Lottery if any person listed on the Retailer's application or Contract, or any amendments thereto (e.g. owner, partner, stockholder, officer, etc.), is charged with or convicted of, or enters a plea of guilty or nolo contendere to, *any* offense punishable as a felony, or *any* offense involving moral turpitude, fraud, misrepresentation, bookmaking, or gambling, regardless of the jurisdiction in which the offense occurred. Retailer shall report such event in writing within 15 days of the event, irrespective of the adjudication.

#### **I. Cooperation with Lottery Representatives**

*Retailer shall:*

- 1) Fully cooperate with Lottery employees or its agents and make available all pertinent records, documents, and information in all matters related to Lottery operations, including but not limited to the accounting, collection, inspection, auditing, or investigation of Lottery proceeds, tickets and products, equipment, and the terms and conditions of this Contract.
- 2) Shall provide the Lottery or its agents access to the premises of the licensed location during normal business hours or at such other times as may be required.

#### **J. Penalties for Non-Compliance**

- (1) *The Lottery reserves the right* to suspend or revoke the Retailer's license, terminate this Contract, and/or suspend operations of and/or remove any Equipment provided by the Lottery for noncompliance with the Lottery's statutes, regulations, or rules or for noncompliance with any of the terms and conditions of this Contract.
- (2) *Retailer acknowledges and agrees* that its failure to meet the minimum sales requirement(s), if any, may result in any of the sanctions cited in Paragraph J.(1), and/or the imposition of a service charge to be paid by the Retailer. The amount of the service charge will be established by the Lottery, at its discretion, and may be amended from time-to-time.
- (3) *Retailer agrees* to pay the Lottery's expenses, including reasonable attorney's fees, incurred 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.

#### **K. Waiver and Indemnification**

- (1) *Retailer hereby waives* any claim(s) it has or may have against the Commonwealth of Virginia, the Lottery Board, 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* and hold harmless the Commonwealth of Virginia, the Lottery Board, the Lottery, the Lottery Director, and any officer, employee, director or agent of any of same, that may arise out of any interruption, suspension, failure of, or defects in the operation or design of the Lottery's games, Equipment, products or systems, including any claim(s) for lost profit or revenue, regardless of the reason for such interruption, suspension, failure or defect.
- (3) This section shall survive termination or expiration of this Contract.

**L. Non-assignability of Contract**

(1) *Retailer understands and agrees* this Contract is valid only at the location(s) specified in this Contract or as otherwise expressly authorized by the Lottery, and that he 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 or its Lottery license. 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 or remove any Equipment provided by the Lottery.

(2) *Retailer understands and agrees* that it shall be responsible for all Lottery activities and be liable for all monies owed to the Lottery during the entire time this Contract and the associated license is in effect, and for the acts and omissions of its employees as they relate to Lottery operations.

Any monies or debt owed by Retailer to the Lottery will survive termination or expiration of this Contract.

(3) *Retailer understands and agrees* that it may not relieve itself of any retailer obligations by entering into management or other agreements involving the operation of its business.

**M. 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.

**N. 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**

**COMMONWEALTH OF VIRGINIA**

**STATE LOTTERY DEPARTMENT**

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

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

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

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

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

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

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

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



**11VAC5-31-60. Lottery Bank Accounts and Electronic Funds Transfer (Eft) Authorization.**

A. A lottery retailer shall have and maintain a separate bank account in a bank participating in the Automatic Clearing House (ACH) system. This account shall be styled in the name of the retailer followed by "Virginia Lottery Trust" and shall be used exclusively for lottery business.

B. The lottery account shall be used by the retailer to make funds available to permit withdrawals and deposits initiated by the agency through the EFT process to settle a retailer's account for funds owed by or due to the retailer from the sale of tickets and the payment of prizes. All retailers shall make payments to the agency through the EFT process in accordance with the agency's licensing procedures, unless the director designates another form of payment and settlement under terms and conditions he deems appropriate.

C. The retailer shall be responsible for payment of any fees or service charges assessed by the bank for maintaining the required account.

D. The director will establish a schedule for processing the EFT transactions against retailers' lottery trust accounts and issue instructions regarding the settlement of accounts.

**Statutory Authority**

§ 58.1-4007 of the Code of Virginia.

**Historical Notes**

Derived from Virginia Register Volume 19, Issue 15, eff. May 7, 2003; Volume 31, Issue 3, eff. November 5, 2014.

# SAMPLE BANK VERIFICATION LETTER

Bank types up a letter verifying account is titled: "(Your Retailer – Business name) / Virginia Lottery Trust"  
(Bank needs to types up letter on their letter head and make sure the account is titled as above)

This is in accordance with **11VAC5-31-60 of the Code of Virginia**

## XYZ Bank

November 5, 2009


This letter is to confirm that "(Your Retailer – Business name) account is set up as  
"(Your Retailer – Business name) / Virginia Lottery Trust".

Account #      Bank will type in your account & routing numbers  
Routing #

*John Doe*

· John Doe  
· Assistant Manager, Roanoke Branch  
·  
· XYZ Bank  
· 1234 Bank Road  
· Roanoke, Virginia 24019  
· (540) 345-1234  
·  
·

THIS CERTIFICATE MUST BE PUBLICLY DISPLAYED AS PROVIDED BY LAW

		<b>COMMONWEALTH OF VIRGINIA</b>		
		DEPARTMENT OF TAXATION		
		CERTIFICATE OF REGISTRATION FOR THE COLLECTION OF		
		Virginia Sales and Use Tax		
<b>NAME AND ADDRESS</b>		<b>LOCATION</b>		
[REDACTED]		[REDACTED]		
		<b>BEGINNING LIABILITY DATE</b>		
		MAR 01 2008		
		<b>DATE ISSUED</b>		
		<b>MONTH</b>	<b>DAY</b>	<b>YEAR</b>
		02	04	2008
THE NAMED DEALER IS HEREBY AUTHORIZED AND EMPOWERED TO COLLECT THE SALES OR USE TAX FOR THE COMMONWEALTH OF VIRGINIA				<b>TAX COMMISSIONER</b>

ART1057A (FORM ST-4) 6210098 (REV. 10/06)

THIS CERTIFICATE IS NON TRANSFERABLE

Sample Document



Date of this notice: 07-10-2009

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

## Sample Document

### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, *Tax Exempt Status for Your Organization*, has details on the application process, as well as information on returns you may need to file. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, *Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code*, or Form 1024, *Application for Recognition of Exemption Under Section 501(a)*. Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service  
PO Box 192  
Covington, KY 41012-0192

The Pension Protection Act of 2006 contains numerous changes to the tax law provisions affecting tax-exempt organizations, including an annual electronic notification requirement (Form 990-N) for organizations not required to file an annual information return (Form 990 or Form 990-EZ). Additionally, if you are required to file an annual information return, you may be required to file it electronically. Please refer to the Charities & Non-Profits page at [www.irs.gov](http://www.irs.gov) for the most current information on your filing requirements and on provisions of the Pension Protection Act of 2006 that may affect you.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.