



VIRGINIA LOTTERY- MOBILE PLAY - 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. To be drafted upon activation.
- ***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 owner/applicant *must* sign the top half of the EFT.
- **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 I(FEIN) issued by the IRS. This could be the online confirmation or the confirmation letter from the IRS sent in the mail.

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.



MOBILE PLAY 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 the Retailer to act as a Lottery Mobile Play Agent.

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 required bank account until all settlements are completed and all Lottery equipment, supplies, and property have been surrendered.

C. Compliance with Statutes and Requirements

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, 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 or pay prizes to persons under the age of 18 years.
- 6) Post, or otherwise display in prominent locations agreed to by the Lottery, all required Point of Sale materials.
- 7) Immediately notify the Lottery upon the theft, loss, destruction of, or damage to lottery equipment

Lottery shall:

- 8) 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.
- 9) Provide sales, marketing and customer assistance to the Retailer.
- 10) Reimburse MOBILE PLAY location for all prizes properly and completely validated and paid by the location.
- 11) 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.

D. Financial Requirements, Responsibilities, and Conditions

Retailer shall:

- 1) Be personally liable for all proceeds from the sale of products.
- 2) Promptly pay all amounts owing under this Contract.
- 3) Be responsible for, preserve, and account for all proceeds from the sale of Lottery products, whether such activities are conducted by the Retailer or any employee or representative of the Retailer.

E. 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) Pay a weekly communications charge in an amount determined by the Lottery (\$15 per week as of the revision date of this contract form).

- 4) 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.
- 5) Use reasonable safeguards and sound management practices to protect Lottery equipment and property from the elements, abuse, theft, damage, and destruction.
- 6) Immediately notify the Lottery upon the theft, loss, destruction of, or damage to any Lottery-provided equipment or property in the Retailer's possession.
- 7) 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.
- 8) Ensure all Equipment is operational and able to be used to sell and validate Lottery products during the Retailer's normal business hours.
- 9) Call the Lottery service hotline when a problem occurs which the Retailer cannot resolve.
- 10) Return all Lottery-provided equipment, property, supplies, and products upon request of the Lottery; suspension, cancellation, or revocation of the MOBILE PLAY license; and/or termination of this Contract.

Lottery or its authorized representatives shall:

- 11) Provide Retailer all required Lottery Equipment and product supplies.
- 12) Retain ownership of all Lottery-provided equipment and supplies.
- 13) 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.
- 14) Train 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, if training must be completed before equipment can be activated.
- 15) Provide a toll-free Lottery service hotline for Equipment repair service and support service.

F. 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.

G. 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, 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.

H. 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 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.*

I. 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.*

J. 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.*

K. 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.

L. 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

VIRGINIA LOTTERY DEPARTMENT

(Company Name)

By: _____
(Signature)

(Print Name)

(Position/Title)

(Date)

By: _____
(Signature)

(Print Name)

(Position/Title)

(Date)

PERSONAL DATA FORM



Virginia Lottery
Licensing Department
600 East Main Street
Richmond, Virginia

MINORITY OWNERSHIP CLASSIFICATION OWNER # _____

(Check if applicable)

- | | |
|--|--|
| <input type="checkbox"/> Black | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Caucasian |
| <input type="checkbox"/> Asian/Pacific | <input type="checkbox"/> Korean |
| <input type="checkbox"/> Asian/Indian | <input type="checkbox"/> 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 _____%) LLC Member
 Partner (_____%) Officer/ Board Member Other (please specify): _____

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

- | | | |
|---|------------------------------|-----------------------------|
| A. Been convicted of a felony and/or misdemeanor? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| B. Been convicted of illegal gambling? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| C. Been convicted of fraud? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| D. Had any business license revoked or suspended? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| E. Ever filed for bankruptcy? | <input type="checkbox"/> Yes | <input type="checkbox"/> 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



we're game
virginia lottery

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

NEW

CHANGE

DATE _____

(Please check if you are changing an existing account or if this is for a new application)

Mobile Play Retailer Name	Lottery Retailer Number

I (we) hereby authorize the VIRGINIA LOTTERY, hereinafter called LOTTERY, to originate credit and debit entries. These withdrawals and deposits will adhere to the rules of the Lottery, as well as National and Local Automated Clearing House (ACH) Associations. This authority is to remain in full force and effect until LOTTERY and DEPOSITORY (Bank) receives written notification from me (or either of us) of its termination in such time and such manner as to afford LOTTERY and DEPOSITORY a reasonable time to act upon it.

Retailer Address		
City	State	Zip

EFT AUTHORIZATION OWNER'S NAME (print)	OWNER'S SIGNATURE (required)
EFT AUTHORIZATION NAME (print)	Signature



Bank Name:		
Branch:	Phone Number: ()	
Address:		
City:	State	Zip

TRANSIT ROUTING NUMBER

ACCOUNT NUMBER INFORMATION

--	--

CHECK ONE:

Checking Account

Savings Account

MOBILE PLAY 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 #: _____ LICENSE #: _____

CHAIN#: _____

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

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 an authorized contact person(s) at this location and an alternate-if applicable

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:

___ Convenience ___ Convenience w/o Gas ___ Other Gas Station ___ Supermarket
___ Grocery ___ Gas Station w/ Convenience ___ Pharmacies and Drug Stores ___ Other Specialty Food Stores
___ Other ___ Gas Station w/o Convenience ___ Tobacco Stores and Stands ___ Restaurant
___ Accommodation ___ All other General Merchandise ___ Airport, Flying Fields & Bus Terminals

Comments: _____

NEW LOCATION _____ CHANGE IN OWNERSHIP _____

Date of this notice: MO-DY-YEAR

Employer Identification Number:
xx-xxxxxxx

Form: SS-4

Number of this notice: XX ### X

HEARING LOSS ASSOCIATION OF AMERICA
Chapter's Name
Chapter's Street/Mailing Address
City State Zip

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN xx-xxxxxxx. 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 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. 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.

THIS CERTIFICATE MUST BE PUBLICLY DISPLAYED AS PROVIDED BY LAW



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TAXATION
CERTIFICATE OF REGISTRATION FOR THE COLLECTION OF
Virginia Sales and Use Tax

NAME AND ADDRESS	LOCATION			
[REDACTED]	[REDACTED]			
THE NAMED DEALER IS HEREBY AUTHORIZED AND EMPOWERED TO COLLECT THE SALES OR USE TAX FOR THE COMMONWEALTH OF VIRGINIA	BEGINNING LIABILITY DATE			
	MAR 01 2008			
	DATE ISSUED			
MONTH	DAY	YEAR		
02	04	2008		

TAX COMMISSIONER

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

THIS CERTIFICATE IS NON TRANSFERABLE

SAMPLE