

# VIRGINIA LOTTERY LICENSING CHECKLIST

## FOR A NEW BUSINESS NEVER LICENSED:

If you are applying for a license for a new business that has never been licensed before, you will need to provide the following information:

- Completed Retailer License Application\*.
- Completed Retailer Location Form (top half only).
- Completed Personal Data Form (PDF) for each person listed as an owner, partner, officer, member, or stockholder of more than 10% of the issued stock.
- Proof of Identity – for each PDF. Must be a copy of one of the following:
  - State issued driver's license
  - Government issued passport
  - US Federal or State issued picture ID card such as an INS or DMV identification card
- Retailer Contract\*
- Electronic Funds Transfer form – bottom half must be completed by the bank. The account **MUST** be titled “Business name/**VIRGINIA LOTTERY TRUST**”.
- A fifty dollar (\$50) non-refundable application fee for each location being licensed. Make check payable to **VIRGINIA LOTTERY**
- A copy of the Business Sales Tax Certificate issued by the Virginia Department of Taxation, or a copy of the letter sent by Taxation showing the assigned sales tax number and business name.

Please make sure that all requested information is complete. Missing information will cause a delay in processing.

\* These forms must be signed by an owner, officer, partner, managing member or legally authorized person. Any forms signed by persons other than listed above will be returned.

(10/07)

# VIRGINIA LOTTERY LICENSING CHECKLIST

## FOR A BUSINESS CHANGING OWNERSHIP:

If you are buying a business that currently sells lottery tickets, you will need to provide the following information:

- Completed Retailer License Application\*.
- Completed Retailer Location Form (top half only).
- Completed Personal Data Form (PDF) for each person listed as an owner, partner, officer, member, or stockholder of more than 10% of the issued stock.
- Proof of Identity – for each PDF. Must be a copy of one of the following:
  - State issued driver’s license
  - Government issued passport
  - US Federal or State issued picture ID card such as an INS or DMV identification card
- Retailer Contract\*
- Electronic Funds Transfer form – bottom half must be completed by the bank. The account **MUST** be titled “Business name/**VIRGINIA LOTTERY TRUST**”.
- A fifty dollar (\$50) non-refundable application fee for each location being licensed. Make check payable to **VIRGINIA LOTTERY**
- A copy of the Business Sales Tax Certificate issued by the Virginia Department of Taxation, or a copy of the letter sent by Taxation showing the assigned sales tax number and business name.

Please make sure that all requested information is complete. Missing information will cause a delay in processing.

\* These forms must be signed by an owner, officer, partner, managing member or legally authorized person. Any forms signed by persons other than listed above will be returned.

(10/07)

# VIRGINIA LOTTERY LICENSING CHECKLIST

## FOR A BUSINESS CHANGING STOCK OWNERSHIP:

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, or stockholder of more than 10% of the issued stock.
- Proof of Identity – for each PDF. Must be a copy of one of the following:
  - State issued driver's license
  - Government issued passport
  - US Federal or State issued picture ID card such as an INS or DMV identification card
- Retailer Contract\*
- Electronic Funds Transfer form – bottom half must be completed by the bank. The account **MUST** be titled "Business name/**VIRGINIA LOTTERY TRUST**".
- A copy of the stock purchase agreement or a letter from the closing attorney setting out the new stockholder's name, date of transfer and verifying that all shares were purchased.

Please make sure that all requested information is complete. Missing information will cause a delay in processing.

\* These forms must be signed by an owner, officer, partner, managing member or legally authorized person. Any forms signed by persons other than listed above will be returned.

(10/07)

# RETAILER LOCATION FORM



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

DO NOT WRITE IN THIS BLOCK

Area # : \_\_\_\_\_ License #: \_\_\_\_\_  
FIPS Code : \_\_\_\_\_ Chain #: \_\_\_\_\_  
Trade Style Code: \_\_\_\_\_ SR #: \_\_\_\_\_

**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. Does the location have an area for secure storage of lottery tickets and lottery business records?	_____	_____
4. Is the general appearance of the location suitable for selling lottery tickets and is the Business consonant with the probity of the Commonwealth?	_____	_____
5. Does the business cater to or is it frequented predominately by persons under the age of 18?	_____	_____
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 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):

<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder	<input type="checkbox"/> Percentage of stock owned
<input type="checkbox"/> Partner ( %)	<input type="checkbox"/> Officer/ Board Member	<input type="checkbox"/> Other (please specify): _____

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

A. Been convicted of a felony?	<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 State Lottery Department 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 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 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 Department. 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 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 Retailers license. Lottery provided Equipment may include, but shall not be limited to: SciScan Scratch Ticket Validation Device(s), Verifone Printer(s), On-line Game Retailer Terminal(s), On-line Game Self Service Terminal(s), Instant Ticket Vending Machine(s), and Lottery Play Center(s). The Retailer shall be responsible for:

- (1) maintaining the Equipment in a safe and secure area protected from the elements, abuse, and theft;
- (2) providing space (floor, counter, etc.), as the Lottery deems appropriate, for all Lottery Equipment;
- (3) ensuring that all Equipment is operational and able to be used to sell and validate Lottery products;

- (4) removing all monies and tickets, as appropriate, from Equipment prior to maintenance or repair; and
- (5) upon removal of the Equipment, returning the premises to its original condition.

**E. Retailer Responsibilities for SciScan Scratch Ticket Validation Device(s) and Verifone Printers**

A SciScan Scratch Ticket Validation Device (“SciScan”) and the associated Verifone Printer, or more than one where deemed appropriate by the Lottery, will be provided at no charge 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 at no charge for the terminal 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 at no charge 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 at no charge 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;
- (8) making the ITVM(s) and keys available to Lottery, or Lottery approved, service technicians during normal business hours for maintenance and repairs; and

**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 and hold harmless the Commonwealth of Virginia, 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 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**

**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
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**FOR LOTTERY USE ONLY**

Approved By:

\_\_\_\_\_  
(Regional Sales Manager)

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

Logged By:

\_\_\_\_\_  
(Signature/Printed Name)

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



