

# **VIRGINIA LOTTERY RETAILER LICENSING CHECKLIST - TRADITIONAL**

If you are applying for a Virginia Lottery ("Lottery") Retailer License ("License") for a business that is not currently licensed or for a location you are purchasing that currently sells Lottery products, you will need to complete the Traditional Retailer Application ("Application") and provide supporting documentation as follows: Application Fee- A one hundred dollar (\$100.00) non-refundable application fee is required for each location for which a Retailer License Application is being submitted. Make check payable to: **VIRGINIA** LOTTERY or payment will be processed via DocuSign. ☐ Retailer License Application\* □ Retailer Location Form- Completed (with store information, contact person, and type of business. All other areas are completed by the Lottery). ☐ Personal Data Form (PDF)\* Completed, signed by each person listed on the Application as follows: owner, partner, officer, member, or director AND 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 photo ID; Government-issued passport; or -U.S. Federal or State-issued picture ID card such as an INS or DMV identification card. ☐ Retailer Contract\* ☐ Electronic Funds Transfer ("EFT") Form\* (Authorization Agreement for Pre-Authorized Payments)— Retailer must open a separate bank account. This account cannot by law, be co-mingled with other business accounts or deposits. The bottom half must be completed and signed by the bank representative. By law, and in compliance with 11 VAC 5-31.60, 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 Form to verify this required titling. Either must show or state the required titling and show the account and routing numbers. (sample included) ☐ 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. □ Internal Revenue Service ("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. \*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 licensee. Any forms signed by persons other than listed above cannot be processed.

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### VIRGINIA LOTTERY LICENSING CHECKLIST - TRADITIONAL

All paperwork must be submitted to the Virginia Lottery Licensing Department\*\* and approved prior to a change in ownership occurring with licensed retailers in active sales status. A separate submission must be made for each physical location to which the change applies. If the legal change occurs before the new prospective owner's paperwork has been submitted, received, or completed, the current License is immediately terminated. The store's terminal/equipment will be inactivated, and Lottery equipment, products, and supplies will be removed from the location until the new applicant/owner has been approved.

\*\*It is recommended that the applicant retain copies for his/her records.

Please note that all retailers, whether new or acquiring a new location, are required to complete Lottery retailer training before any equipment is installed and before any location is activated to sell Lottery products.

Please make sure all requested information is submitted and all 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 submitted and/or background review.

Application packages may be mailed or dropped off at any one of the Lottery's Customer Service Centers ("CSC") around the state.

Northern Virginia – Woodbridge 14550 Potomac Mills Rd. Woodbridge 22192 (703) 494-1501

Central Virginia - Farmville 1524 South Main Street Farmville 23901 (434) 947-2256 (Lynchburg) (804) 692-7440 (Richmond)

**Richmond Headquarters** 600 East Main Street Richmond 23219 (804) 692-7690

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Shenandoah Valley - Harrisonburg 1790-26 East Market Street Harrisonburg 22801 (540) 433-7979

Roanoke Valley 1287 Town Square Blvd Roanoke 24012 (540)561-7011 CSC Hampton Roads 2308 West Mercury Blvd Hampton 23666 (757) 825-7800

Southwest Virginia - Abingdon 408 East Main Street Abingdon 24210 (276) 676-5540

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### VIRGINIA LOTTERY LICENSING CHECKLIST

Stock Sale/Stock Purchase Agreements/Transfer

If you are purchasing, transferring or selling stock in a corporation, LLC or LC that currently sells Lottery products and will continue to operate the business under the existing legal name and Federal Employer Identification Number ("FEIN"), you will need to provide the following information:

<b>Completed Personal Data Form</b> ("PDF") for each new individual 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 for whom the form is completed.
<b>Proof of Identity</b> – for each PDF submitted. Must be a legible, enlarged copy of <b>one</b> of the following:
Government-issued photo ID; State-issued driver's license; Government-issued passport; or
U.S. Federal- or State-issued picture ID card such as an INS or DMV identification card.
Retailer Contract* and Application* - completed and signed by new owner(s).
<b>Electronic Funds Transfer ("EFT") form*</b> – 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 owner(s).
In accordance with $\underline{\text{11VAC5-31-60}}$ , the account <b>MUST</b> be titled "Business Legal Name/VIRGINIA LOTTERY TRUST".
In addition, a letter from the bank (on bank letterhead) or a bank printout of the account must be accompanied with the EFT Form to verify this required titling.
<ul> <li>A copy of the stock purchase agreement/transfer, or a letter from the closing attorney that includes:</li> <li>the legal name of the business to which the stock is issued,</li> <li>the names of the current owners,</li> <li>the party(ies) to whom the stock is being transferred or sold, and</li> </ul>

- - the effective date of the transfer, agreement, or sale.

The document should verify the shares (percentages) purchased, and signed and notarized by all parties. Stock purchase agreements or stock transfer documentation must be notarized and contain the signatures of both previous and new stockholders.

New stockholders/officers are responsible for updating the State Corporation Commission ("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.

Please note that all retailers, whether new or acquiring a new location, are required to complete retailer training before any equipment is activated to sell Lottery products.

\*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 those with Powers of Attorney (POA) must provide legal documentation showing this designation.

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Retailer/Chain Number:		Telephone Number:	(		
Legal Business Name:					
Doing Business As: _					
Business Address: _	ness Address:				
_	(city)	(stat	e)	(zip code)	

This Contract ("Contract"), by and between the Virginia Lottery ("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 ("License"). Together, the Contract and License authorize Retailer to act as a Lottery Sales Agent to sell and dispense Lottery 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 terms of this Contract and the License shall run concurrently for a term of one (1) year. The Contract and License may be renewed annually thereafter at the sole discretion of the Lottery, contingent upon Retailer's compliance with all applicable federal and state laws, regulations, policies and procedures.

#### 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 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 laws 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 laws and regulations and any other applicable law.

Upon termination of the Contract, Retailer shall maintain its surety bond and the required Lottery trust account until all financial settlements are completed and all Lottery equipment, supplies, and property have been surrendered.

#### C. Compliance with Laws 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 laws, 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. By executing this Contract, Retailer certifies that, to the best of its knowledge, it is in compliance with all such laws and regulations.
- 3) Within twelve (12) months of issuance of the License, comply with all requirements of the Lottery's Retailer Accessibility Program as published at <a href="https://www.valottery.com/aboutus/retailer">https://www.valottery.com/aboutus/retailer</a>.
- 4) Conduct all Lottery business and transactions ethically and with the utmost integrity, and act in every respect to uphold public confidence in the Lottery.
- 5) 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.
- 6) Adopt safeguards to assure that it will not sell lottery tickets or pay prizes to persons under the age of 18 years.
- 7) Not attempt, through any means whatsoever, to identify or otherwise determine whether any unsold ticket contains a winning play.

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

Retailer shall:

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

#### Lottery shall:

- 12) Pay Retailer compensation as established pursuant to Lottery laws and regulations and, at the Lottery's sole discretion, any bonus or incentive payments, as applicable.
- 13) 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 laws 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 applicable.

### 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.
- 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 Electronic Funds Transfer ("EFT"). In the event such EFT is dishonored, Retailer shall be liable for penalties and interest as established by Lottery law and/or regulation.

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- 8) Be responsible for, preserve, and account for all proceeds from the sale of Lottery tickets/products, all tickets accepted from the Lottery, and all 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/products once they are in a billable status. Retailer shall also be financially liable for stolen, lost, destroyed, or otherwise unaccounted for tickets/products 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/products 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 Lottery 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.
- 11) Acknowledge that the Trust account may be swept at a time earlier than normally scheduled should greater-than-anticipated sales exceed the surety bond limit.

#### 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 are 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) If eligible, 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 tickets into all bins of equipment, and maintain sufficient quantities of such ticket stock and 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 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.

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- 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 may commence selling tickets.
- 19) Provide a toll-free Lottery 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 fifteen (15) calendar 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 Retailers business and/or premises; and/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 fifteen (15) calendar days of the date of the charge, plea or conviction.

#### I. Cooperation with Lottery Representatives

Retailer shall:

- 1) Fully cooperate with Lottery employees or its representatives 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) Provide the Lottery or its representatives 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 License, terminate this Contract, and/or suspend operations of and/or remove any equipment provided by the Lottery for noncompliance with the Lottery's laws, 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 at its discretion.
- (3) Retailer agrees to pay the Lottery's expenses, including reasonable attorneys' fees, incurred in the event the Lottery must 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

- Retailer hereby waives any claim(s) it has or may have against the Commonwealth of Virginia, the Lottery Board, the Lottery Director, or any officer, employee, director or agent of any of the foregoing, arising out of any interruption, suspension, failure or defect 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 the foregoing, arising out of any interruption, suspension, failure of, or defect 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.

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#### 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 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 or its License. Should Retailer violate the terms of this paragraph, the Lottery reserves the right to revoke the License, terminate the Contract and/or suspend operation and/or remove any equipment provided by the Lottery.
- (2) Retailer understands and agrees that it shall be responsible for all Lottery operations on Retailer's premises and liable for all monies owed by Retailer to the Lottery for the duration of this Contract and the associated License, and for the acts and omissions of Retailer's employees in connection with 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**

	VIRGINIA LOTTERY
(Company Name)	
By:	Ву:
(Signature)	(Signature)
(Print Name)	(Print Name)
(Position/Title)	(Position/Title)
(Date)	(Date)

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### RETAILER LICENSE APPLICATION

TRADITIONAL TRADITIONAL DRAW ONLY

Processing Fee (non-refundable): **FOR LOTTERY USE ONLY** \$100.00 Per location Make check payable to: Virginia Lottery Current #: License # **NOTE:** Please print or type. Chain # \_\_Additional Location \_\_Change of Ownership 1. INDICATE TYPE OF APPLICATION: New Location(s) List main company address below, and attach a retail location form for each retail location that will be selling tickets. a. Legal Business Name: \_\_\_\_\_\_ Phone Number: ( b. Email Address: Cell Phone Number: ( ) c. Physical Address: \_\_\_\_\_\_ City\_\_\_\_ State \_\_\_ Zip\_\_\_\_ City State Zip d. Mailing Address: \_\_\_\_ FEDERAL TAXPAYER ID# VA STATE SALES TAX # 2. INDICATE TYPE OF BUSINESS STRUCTURE: \_\_\_\_Partnership or Joint Venture \_\_\_\_Sub Chapter S a. \_\_\_Sole Proprietorship LLC \_\_\_\_\_Corporation or Subsidiary \_\_\_\_\_Association (including Non-Profit) Governmental \_\_\_\_Trust List below the names of all owners, officers, partners, members, directors or stockholders (holding 10% or more of the stock) for your type of business checked in 2a above. The Virginia Lottery must approve any exemptions. Please complete a Personal Data Form on each individual listed below. Use additional sheets, if needed. Last Name, First Name b. Last Name. First Name Last Name, First Name 1. \_\_\_\_\_\_ 2. \_\_\_\_ 3. \_\_\_\_ 3. IS THIS LOCATION CURRENTLY LICENSED TO SELL LOTTERY PRODUCTS? \_\_\_\_\_Yes \_\_\_\_\_No Retailer #\_\_\_ 4. DO YOU HAVE ANY OTHER LOCATIONS LICENSED TO SELL LOTTERY PRODUCTS? Yes No Retailer / Chain Name(s) and Number(s) \_\_\_\_\_ **5. 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 Virginia Lottery Retailer License ("License") Terms and Conditions as stated in the Retailer Contract. If the Virginia Lottery issues a License pursuant to this application, the Virginia Lottery and I will be bound by all the requirements contained in the Retailer Contract. I understand that knowingly and willfully providing untruthful or misleading information is cause for denial of the application and/or termination of any License and under Virginia criminal code constitutes a class 1-misdemeanor. I authorize the Virginia Lottery and/or the Virginia State Police to investigate any or all matters pursuant to Sec.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 review as deemed necessary by the Lottery. I understand that, in connection with this application process, all locations for which I am applying for a License will be surveyed to ensure compliance with the Virginia Lottery's Retailer Accessibility Program to ensure accessibility to all Lottery players. I waive any rights or causes of action, based on disclosure of otherwise confidential information that I may have against the Virginia Lottery, the Virginia State Police, and/or any other individual or agency disclosing or releasing such information to the Virginia Lottery or the Virginia State Police. APPLICANT/AUTHORIZED AGENT OF BUSINESS/ORGANIZATION TYPE OR PRINT NAME TITLE **SIGNATURE** DATE

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### **PERSONAL DATA FORM**

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



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

Legal Business Name     As listed on Potailor I	: License Application)	Business	Phone Nur	mber: ( )		
Applicant Information	Applicant Information:					
Last Name	First Name	Middle N	lame	Social Security	Number	
Date of Birth	Sex	Place of Birth (City, Sto	ate, Count	ry)		
Home Address	City/Coun	ty State	Zip	( ) Home Pho	one Number	
	ident of Virginia continuously of other states in which you ho					
4. Your Relationship to	Business (Check One): or Stockholder (P	ercentage owned %)		II.C. Member		
	Officer/ Boar					
<ul><li>A. Been convicte</li><li>B. Been convicte</li><li>C. Been convicte</li><li>D. Had any busin</li></ul>	ess license revoked or susper	YesYes Yes ided? Yes	_No ques _No shee _No	u answered " <b>Yes</b> " to stions, please attach st with complete det	n a separate	
E. Filed for bankr 6. Have you ever applie	uptcy? ed for or been granted a Virg	Yes inia Lottery License ("License		Yes	No	
If so, under what bus	siness name:			Retailer #:		
Lottery employee or boo	a Virginia Lottery employee o ard member, or are you affilio ne Virginia Lottery employee,	ated with a vendor of Virginia				
ave read and understant ense pursuant to this app intract. I understand that ense. I further understant ewingly or willfully makes tery as sales agent shall fice to investigate any ar ords, financial sources, s y be requested of me for ive any rights or causes ginia Lottery, the Depart	rad Carefully) by certify that I have not kno d the License Terms and Con polication, the Virginia Lottery of tuntruthful or misleading answed that whoever knowingly an a false, fictitious or fraudulen be guilty of a Class 1 misdement all matters pursuant to secure tax records and crimina or this investigation and as part of action, based upon disclossment of State Police and/or department of State Police.	ditions as stated in the Retail and I will be bound by all the wers are cause for denial of the wers are cause for denial of the willfully falsifies, conceals, out statement or representation eanor. I authorize the Virginition 58.1-4009 of the Code of I history until the License is the part of any periodic reviews as sure of otherwise confidentic	ler Contrace requirements the application or misreprents in any application and a Lottery of Virginia in rminated.  I deemed rall information	ct. If the Virginia Lottents contained in thation and/or terminatesents a material factoplication for licensured for the Department of the Department of the Understand that function that I may have to the Virgon that I may have	tery issues a ne Retailer ation of any at or who ure to the Virgir ent of State ited to financic orther informatic against the	
	TYPE OR PRINT NAME			TITLE	_	
	SIGNATURE			DATE	=	

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## RETAILER LOCATION FORM (TRADITIONAL)



Virginia Lottery Licensing Department 600 East Main Street Richmond, Virginia

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

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

AREA:\_\_\_\_ SR #: \_\_\_\_ CHAIN#: \_\_\_\_\_

NOTE: This form must be completed for <u>each location</u> where Lottery tickets will be sold.

STO	RE INFORMA	ATION:		
Store	e Name:			
Lego	al Name (If Diff	erent):		
Stree	et Address:		City:	State:Zip:
Maili	ng Address:		City:	State:Zip:
Phor	ne Number _	Virginia	State Sales Tax #:	
		ONTACT PERSON: Please list ized to receive and sign for		
PRIM	IARY CONTAC	T:	PRIMARY CONTACT TITLE	E: Check One below
	Owner	Store Manager	Front end Manager	Authorized Clerk
SEC	ONDARY CON	TACT:	SECONDARY CONTACT	TITLE:
		SS: <mark>(check one in each sect</mark> Trade Style:	ion)	
	Convenience	☐ Convenience w/o Gas ☐ Gas Station w/ Convenience ☐ Gas Station w/o Convenience		
	Grocery	<ul><li>☐ Supermarket</li><li>☐ Other Specialty Food Store</li></ul>		
	Other	<ul> <li>☐ All other General Merchandise</li> <li>☐ Accommodation (Lodging)</li> <li>☐ Airport, Flying Field, Bus</li> <li>Terminal</li> </ul>	<ul><li>Beverage Manufacturing</li><li>Food Services/Drinking</li><li>Places</li></ul>	<ul><li>☐ Pharmacies / Drug Stores</li><li>☐ Restaurant</li></ul>
		<ul><li>Amusement, Gambling, Recreation</li></ul>	<ul><li>Depository, Credit Institution (Check Cashing)</li></ul>	
			□ Other Gas Station	☐ Warehouse Club / Superstore
Coi	mments:			
	NEW LOCATION	N ☐ CHANGE IN OV	VNERSHIP	

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### **RETAILER AGREEMENT FOR PREAUTHORIZED PAYMENTS**

DATE \_\_\_\_\_

CHANGE

Ketaller Na	ime (as shown on bank account)	CHAIN #	Retailer LOTTI	ERY I.D. (REQUIRED)
	/ Virginia Lottery Trust			
alance and trans E Lottery as well of S authority is to re	orize the VIRGINIA LOTTERY, hereinafter calle actional information from my (our) account as National and Local Automated Clearing emain in full force and effect until LOTTERY of ts termination in such time and such manne	. These withdrawd House (ACH) Asso and DEPOSITORY (I	ls and deposits will ciations. Bank) receive writte	adhere to the rules of en notification from me
etailer				
\ddress				
City		State	Zi	р
EFT AUTHO	RIZATION OWNER'S NAME (print)	EFT AUTHORIZ	ATION OWNER'S S	SIGNATURE (required
EFT AL	JTHORIZATION NAME (print)	EFT	AUTHORIZATION S	SIGNATURE
ank Name:		Phone Number:	( )	
ddress:				
City:		State	Zip	)
TRANSIT R	OUTING NUMBER	ACCOUNT N	umber informa	TION
	ı			

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#### **SAMPLE BANK VERIFICATION LETTER**

In accordance with <u>11 VAC5-31.60</u>, the retailer bank account used for lottery business must be titled: (Your Retailer/Business name) / Virginia Lottery Trust

We require a letter from the bank verifying that the account is titled as required. The letter must be on the **bank's letterhead**.

XYZ Bank

December 2, 2021

To whom it may concern:

This letter is to confirm that the following bank account for Super Retailer, Inc. is set up as follows: Super Retailer, Inc. / Virginia Lottery Trust

Account # 222333444555

Routing # 888777666

Regards,

John Doe

John Doe, Assistant Manager Roanoke Branch

123 Money Avenue, Roanoke, VA 24019

Phone (540) 345-1234

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