

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

If you are applying for a Virginia Lottery ("Lottery") 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 License Application is being submitted. Make check payable to: VIRGINIA LOTTERY ☐ 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 Virginia Administrative Code 11VAC 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 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. (sample included) ☐ 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. (sample included)

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

\*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

Page 1 of 15

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 becomes null and void. The store 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 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.

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

#### **CSC Woodbridge**

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

#### **CSC Farmville**

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

# (540) 433-7979

**CSC Roanoke** 

**CSC Harrisonburg** 

Harrisonburg 22801

1790-26 East Market Street

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

## **CSC Hampton**

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

#### **CSC Abingdon**

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

# **Richmond Headquarters**

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

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

Page **2** of **15** 



# 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 tickets 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:

IVI	umber ("FEIN"), you will need to provide the following information:
	Completed Personal Data Form ("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.
	Proof of Identity – for each PDF submitted. Must be a legible, enlarged copy of one 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 owners.
	Retailer Contract* and Application* - completed and signed by new owners.  Belectronic Funds Transfer ("EFT") 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.
	Electronic Funds Transfer ("EFT") form* – bottom half must be completed by the bank. The top half of the
	Electronic Funds Transfer ("EFT") 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"

 $\square$  A copy of the stock purchase agreement/transfer, or  $\alpha$  letter from the closing attorney that includes:

- the legal name of the business to which the stock is issued,
- the names of the current owners.
- the party(ies) to whom the stock is being transferred or sold, and
- 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.

\*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.

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

Page **3** of **15** 



# RETAILER CONTRACT (TRADITIONAL)

Retailer/Chain Numbe	er:1	elephone 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 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 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 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 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 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 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. By executing this Contract, Retailer certifies that to the best of its knowledge it is in compliance with all such laws.
- 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.

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

#### 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 she/he 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 statutes 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 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 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.
- 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 Electronic Funds Transfer ("EFT"). In the event such EFT 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 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.

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

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.

#### 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) 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.
- 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) 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; 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.

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

Retailer shall report such event in writing within fifteen (15) 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 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) 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 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 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

- (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 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.

#### 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 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.

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

Page **7** of **15** 

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

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

Page **8** of **15** 



# **RETAILER LICENSE APPLICATION** TRADITIONA

ΑL	TRADITIONAL DRAW ONLY

Processing Fee (non-retundabl	e):				
\$100.00 Per location	•	FOR LOTTERY USE	ONLY		
•	sia Latters				
Make check payable to: <b>Virgir</b>	iiu Loiiery	Current #:	LICENSE #		
<b>NOTE:</b> Please print or type.		Chain #			
1. INDICATE TYPE OF APPLICATION: List main company address below					
a. Legal Business Name:		Ph	one Number: (	)	
b. Email Address:		Cell Ph	one Number: (	)	
c. Physical Address:		City	State	Zip	
d. Mailing Address:		City	State	Zip	
FEDERAL TAXPAYER ID#		VA STATE SA	LES TAX #		
2. INDICATE TYPE OF BUSINESS STRU	ICTURE:				
aSole Proprietorship	Partnership or .	Joint Venture	Sub Chap		LLC
Corporation or Subsidiary	Association (in	ncluding Non-Profit)	Governm	ental	Trust
Personal Data Form on each indiv  b. Last Name, First Name	Last Name, Firs	·	Last Name, First	Name	
1	2.		3.		
4. DO YOU HAVE ANY OTHER LOCA  Retailer / Chain Name(s) and N  5. DISCLOSURE STATEMENT (Read Cook)  I, the undersigned do hereby certifications	lumber(s) Carefully) fy that I have not know	vingly made a false stat	tement of material	fact on this	application c
that I have read and understand the fithe Virginia Lottery issues a Loens contained in the Retailer Contract cause for denial of the application misdemeanor. I authorize the Virgoc. 58.1-4009 of the Code of Virgocriminal history until the License is investigation and as part of any perapplication process, all locations of Lottery's Retailer Accessibility Progon disclosure of otherwise confiderany other individual or agency discontained.	e pursuant to this appling. I understand that kn and/or termination of ginia Lottery and/or the inia including but not terminated. I understown as deem or which I am applying tram to ensure accessibilitial information that I represented.	ication, the Virginia Lot nowingly and willfully pof any License and uncome Virginia State Police limited to financial record that further informated necessary by the Act of Grand that further informated necessary by the Subility to all Lottery playemay have against the Virginia and	tery and I will be be providing untruthful der Virginia crimina e to investigate an cords, financial sou ation may be reque gency. I understand proveyed to ensure cors. I waive any right Virginia Lottery, the	ound by all to or misleadii I code consum y or all martices, state ested of med that, in cores or causes Virginia State	the requirement of the requirement of the stitutes a classification of the stitutes a classification of the stitute of the sti
APPLICANT/AUTHORIZED AGENT	VDE OD DDINT NAME		TIT1 -		
OF BUSINESS/ORGANIZATION T	YPE OR PRINT NAME		TITLE		
- •	CNATURE		DATE		
3	IGNATURE		DAIL		

Last reviewed: March 27, 2020 Last updated: February 12, 2020 Created: November 14, 2019

Page **9** of **15** 

#### MINORITY OWNERSHIP CLASSIFICATION OWNER # PERSONAL DATA FORM (Check if applicable) Virginia Lottery \_\_\_\_\_ Black Native American Licensing Department \_\_\_\_ Hispanic \_\_\_\_ Caucasian 600 East Main Street \_\_\_\_\_ Asian/Pacific \_\_\_\_ Korean Richmond, Virginia 23219 \_\_\_\_\_ 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). Business Phone Number: ( ) 1. Leaal Business Name: (As listed on Retailer License Application) 2. Applicant Information: Middle Name Social Security Number First Name Last Name Date of Birth Place of Birth (City, State, Country) Sex City/County State Zip Home Phone Number Home Address 3. Have you been a resident of Virginia continuously for the past twelve months? \_\_\_\_\_ Yes If "No", attach a list of other states in which you have resided. Include dates. \_\_\_\_\_No 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: \_\_\_\_\_ Yes \_\_\_\_\_ No If you answered "**Yes**" to any of these A. Been convicted of a felony or misdemeanor? B. Been convicted of illegal gambling? C. Been convicted of fraud? \_\_\_\_\_ Yes \_\_\_\_\_ No questions, please attach a separate C. Been convicted of fraud? \_\_\_\_\_ Yes \_\_\_\_ No sheet with complete details. \_\_\_\_\_Yes \_\_\_\_\_No D. Had any business license revoked or suspended? E. Filed for bankruptcy? 6. Have you ever applied for or been granted a Virginia Lottery License ("License")? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_ No \_\_\_\_ Retailer #:\_\_\_\_\_ 7. Are you a relative of a Virginia Lottery employee or board member, do you reside in the same household as a Virginia Lottery employee or board member, or are you affiliated with a vendor of Virginia Lottery instant or on-line game products? Yes \_\_\_\_\_ No If "yes" please identify the Virginia 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 Virginia Lottery issues a acense 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 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 as 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 and all matters pursuant to section 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 for 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

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019
Page 10 of 15

# RIII ®

# 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.

_eg	gal Name (I	f Different):		
		: Zip:	City: _	
Ма	iling Addre	ss:	City:	_ State:Zip:
²hc	one Numbe	er	Virginia State Sales Tax	#:
		ITACT PERSON: Please list primary for Lottery tickets. Please print or		n(s) at this location authorized to
			SECONDARY CONTACT.	
PRIM	ARY CONTACT	:	SECONDART CONTACT:	
		:		
PRIM		TITLE: Check One below for PRIMAR	Y SECONDARY CONTACT TITLE:	
PRIM	NARY CONTACT	TITLE: Check One below for PRIMAR  Store Manager Front end	Y SECONDARY CONTACT TITLE: Manager Authorized (	
PRIM Owi	NARY CONTACT	TITLE: Check One below for PRIMAR	Y SECONDARY CONTACT TITLE: Manager Authorized (	
PRIM Owi YP	NARY CONTACT	Store Manager Front end  ESS: (check one in each sec Trade Style:   Convenience w/o Gas	Y SECONDARY CONTACT TITLE: Manager Authorized (	
PRIM Owi YP	NARY CONTACT  THE COP BUSING  THE COP BUSING	Store Manager Front end  ESS: (check one in each sec Trade Style:  Convenience w/o Gas Gas Station w/ Convenience	Y SECONDARY CONTACT TITLE: Manager Authorized (	
Owi	NARY CONTACT  THE COP BUSING  THE COP BUSING	Store Manager Front end  ESS: (check one in each sec Trade Style:   Convenience w/o Gas	Y SECONDARY CONTACT TITLE: Manager Authorized (	
Owi	ner E OF BUSING de Type: Convenience Grocery	Store Manager Front end  ESS: (check one in each sector of the sec	Y SECONDARY CONTACT TITLE: Manager Authorized (	Clerk
Owi	ner E OF BUSIN de Type: Convenience	Store Manager Front end  ESS: (check one in each sector of the se	Y SECONDARY CONTACT TITLE: Manager Authorized (	Clerk
Owi	ner E OF BUSING de Type: Convenience Grocery	Store Manager Front end  ESS: (check one in each sect Trade Style:  Convenience w/o Gas Gas Station w/ Convenience Gas Station w/o Convenience Supermarket Other Specialty Food Store All other General Merchandise Accommodation (Lodging)	Manager Authorized ( tion)  Beverage Manufacturing Food Services/Drinking Places  Depository, Credit Institution (Check Cashing)	Clerk
Owi	ner E OF BUSING de Type: Convenience Grocery	Store Manager Front end  ESS: (check one in each sect Trade Style:  Convenience w/o Gas Gas Station w/ Convenience Gas Station w/o Convenience Supermarket Other Specialty Food Store Accommodation (Lodging) Airport, Flying Field, Bus Terminal Amusement, Gambling,	Manager Authorized ( tion)  Beverage Manufacturing Food Services/Drinking Places  Depository, Credit Institution	Clerk  □ Pharmacies / Drug Stores □ Restaurant
Owi	TARY CONTACT  Ther  E OF BUSING  Ge Type:  Convenience  Grocery  Other	Store Manager Front end  ESS: (check one in each sect Trade Style:  Convenience w/o Gas Gas Station w/ Convenience Gas Station w/o Convenience Supermarket Other Specialty Food Store Accommodation (Lodging) Airport, Flying Field, Bus Terminal Amusement, Gambling,	Manager Authorized ( tion)  Beverage Manufacturing Food Services/Drinking Places  Depository, Credit Institution (Check Cashing)	Clerk  □ Pharmacies / Drug Stores □ Restaurant □ Tobacco Stores / Stands
Owi	ner E OF BUSING de Type: Convenience Grocery	Store Manager Front end  ESS: (check one in each sect Trade Style:  Convenience w/o Gas Gas Station w/ Convenience Gas Station w/o Convenience Supermarket Other Specialty Food Store Accommodation (Lodging) Airport, Flying Field, Bus Terminal Amusement, Gambling,	Manager Authorized ( tion)  Beverage Manufacturing Food Services/Drinking Places  Depository, Credit Institution (Check Cashing)	Clerk  □ Pharmacies / Drug Stores □ Restaurant □ Tobacco Stores / Stands
Owi	TARY CONTACT  Ther  E OF BUSING  Ge Type:  Convenience  Grocery  Other	Store Manager Front end  ESS: (check one in each sect Trade Style:  Convenience w/o Gas Gas Station w/ Convenience Gas Station w/o Convenience Supermarket Other Specialty Food Store Accommodation (Lodging) Airport, Flying Field, Bus Terminal Amusement, Gambling,	Manager Authorized ( tion)  Beverage Manufacturing Food Services/Drinking Places  Depository, Credit Institution (Check Cashing)	Clerk  □ Pharmacies / Drug Stores □ Restaurant □ Tobacco Stores / Stands

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

Page **11** of **15** 



1 NEW

# TRADITIONAL AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

DATE \_\_\_\_\_

Retailer Name (as shown or	n bank account)	ting account or if this  CHAIN #	Retailer LOTTERY I.D.
	/ Virginia Lottery	· Trust	(REQUIRED)
(we) hereby authorize the VIRGINIA valance and transactional information ottery as well as National and Local his authority is to remain in full force or either of us) of its termination in such that upon it.	on from my accou Automated Cleari and effect until LC	nt. These withdrawals of the state of the st	and deposits will adhere to the rule ciations.  Y (Bank) receive written notification
Retailer Address			
City		State	Zip
EFT AUTHORIZATION OWNER'S I			N OWNER'S SIGNATURE (required) ORIZATION SIGNATURE
Bank Name:	т (ріпп)	LITAOIIN	OKIZATION SICINATURE
Branch:		Phone Number: (	)
Address:			
City:	State		Zip
TRANSIT ROUTING NUMBER		ACCOUN	T NUMBER INFORMATION
CHECK ONE: Che	cking Account	Savings Ac	

CHANGE

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

Page **12** of **15** 

# 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



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

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

Page **13** of **15** 

#### SAMPLE BUSINESS SALES TAX CERTIFICATE

ART1057A(FORM ST-4)6210098(REV.02/08)

	COMMONWEALTH OF VIRGINIA  DEPARTMENT OF TAXATION  CERTIFICATE OF REGISTRATION FOR THE COLLECTION OF  Virginia Sales and Use Tax	ONLINE B	USINESS RE	GISTRATION
	NAME AND ADDRESS		LOCATION	
NAME AND ADDRESS		Warren - 51187		
		BEGINNING LIABILITY DATE		
	Jun 2019			
			DATE ISSUED	
	DEALER IS HEREBY AUTHORIZED AND EMPOWERED TO ALES OR USE TAX FOR THE COMMONWEALTH OF VIRGINIA	06	11	2019
			TAX CO	MMISSIONER

THIS CERTIFICATE OF REGISTRATION IS NOT ASSIGNABLE AND IS VALID ONLY FOR THE DEALER NAMED, AND FOR THE TRANSACTION OF BUSINESS ONLY AT THE ADDRESS LISTED. IT SHALL BE AT ALL TIMES CONSPICUOUSLY DISPLAYED AT THE ADDRESS LISTED.

Please Fold Here

REFER TO THIS NUMBER IN ALL CORRESPONDENCE

REGISTRATION NUMBER 10- F-001

To the Holder of this Certificate of Registration:

This certificate must be at all times conspicuously displayed at the place of business for which it was issued.

If you cease to conduct business at this place of business, the certificate immediately expires. You must notify the Department of Taxation, Registration Unit, P.O. Box 1114. Richmond, Virginia 23218-1114 in writing within 30 days and return this Certificate of Registration.

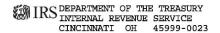
If you want to move your place of business to another location in the state, notify the Department in writing and return this certificate so a revised certificate may be issued.

Department of Taxation

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

Page **14** of **15** 

#### SAMPLE INTERNAL REVENUE SERVICE CONFIRMATION



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.

#### 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 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.

Last updated: February 12, 2020 Last reviewed: March 27, 2020 Created: November 14, 2019

Page **15** of **15**