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 director or any non-titled person who owns more than 10% of the issued stock.
- ☐ Proof of Identity – for each PDF submitted. Must be a legible, enlarged copy of one of the following:
    - State issued driver's license; Government issued passport; or US Federal or State issued picture ID card such as an INS or DMV identification card
- ☐ Retailer Contract*
- ☐ Electronic Funds Transfer form – bottom half must be completed by the bank. By law, the account **MUST** be titled "Business name/**VIRGINIA LOTTERY TRUST**". A letter from the bank or a bank printout of the account must be submitted to verify this required titling.
- ☐ 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. 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 sent in the mail.

Please make sure that all requested information and forms are 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.

(03/10)

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 who is an owner, partner, officer, member, or director, or any non-titled person who owns more than 10% of the issued stock.
- ☐ Proof of Identity – for each PDF submitted. Must be a legible, enlarged copy of one of the following:
    - State issued driver's license; Government issued passport; or US Federal or State issued picture ID card such as an INS or DMV identification card
- ☐ Retailer Contract*
- ☐ Electronic Funds Transfer form – bottom half must be completed by the bank. By law, the account **MUST** be titled "Business name/**VIRGINIA LOTTERY TRUST**". A letter from the bank or a bank printout of the account must be submitted to verify this required titling.
- ☐ 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. 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 sent in the mail.

Please make sure that all requested information and forms are 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.

(03/10)

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 director, or any non-titled person who owns more than 10% of the issued stock.

- ☐ Proof of Identity – for each PDF submitted. Must be a legible, enlarged copy of **one** of the following:
    - State issued driver's license; Government issued passport; or US Federal or State issued picture ID card such as an INS or DMV identification card.

- ☐ Retailer Contract*

- ☐ Electronic Funds Transfer form – bottom half must be completed by the bank. By law, the account **MUST** be titled "Business name/**VIRGINIA LOTTERY TRUST**". A letter from the bank or a bank printout of the account must be submitted to verify this required titling.

- ☐ 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 and forms are 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.

(03/10)

RETAILER CONTRACT

Retailer/Chain Number:_____ **Telephone Number:** (_____)_____

Legal Business Name:_____

Doing Business As: _____

Business Address: _____

_____
(city) (state) (zip code)

This Contract ("Contract"), by and between the Commonwealth of Virginia, acting by and through the State Lottery Department ("Lottery"), and the retailer named above, including all owners and officers, (collectively "Retailer") (together, the "Parties") made as of the later date shown beside the Parties' signatures below, specifies the terms and conditions which shall exist during the term of this Contract. Except as otherwise provided herein, this Contract supersedes any prior agreement, representation or understanding between the Parties regarding the subject matter set out herein.

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

A. Term and Renewal

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

B. Termination, Cancellation, Revocation, or Suspension

This Contract may be terminated by Retailer upon at least fifteen (15) calendar days prior written notice to the Lottery.

This Contract and Retailer's license may be terminated, canceled, revoked or suspended by the Lottery, in the Director's sole discretion, upon written notice to the Retailer (except in those limited circumstances when such notice is not required by Lottery statutes or regulations). The Retailer shall be entitled to a hearing on such termination, cancellation, revocation or suspension if, and to the extent, provided by Lottery statutes and regulations and any other applicable law.

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

C. Compliance with Statutes and Rules

Retailer shall:

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

D. Tickets/Products Requirements and Responsibilities

Retailer shall:

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

Lottery shall:

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

E. Payment of Prizes

Retailer shall:

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

Lottery shall:

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

F. Financial Requirements, Responsibilities, and Conditions

Retailer shall:

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

G. Equipment Requirements and Responsibilities

Retailer shall:

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

Lottery or its authorized representatives shall:

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

H. Report of Change in Condition

Retailer shall:

1) Notify the Lottery in writing not less than 15 days prior to any proposed changes in its business, including but limited to: (a) ownership, number, or identity of responsible parties associated with the business; (b) federal tax identification number; (c) location; (d) form of ownership or operation of the business; (e) lease of 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. Retailer shall report such event in writing within 15 days of the event, irrespective of the adjudication.

I. Cooperation with Lottery Representatives

Retailer shall:

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

J. Penalties for Non-Compliance

(1) *The Lottery reserves the right* to suspend or revoke the Retailer's license, terminate this Contract, and/or suspend operations of and/or remove any Equipment provided by the Lottery for noncompliance with the Lottery's statutes, regulations, or rules or for noncompliance with any of the terms and conditions of this Contract.

(2) *Retailer acknowledges and agrees* that its failure to meet the minimum sales requirement(s), if any, may result in any of the sanctions cited in Paragraph J.(1), and/or the imposition of a service charge to be paid by the Retailer. The amount of the service charge will be established by the Lottery, at its discretion, and may be amended from time-to-time.

(3) *Retailer agrees* to pay the Lottery's expenses, including reasonable attorney's fees, incurred in the event the Lottery should have to initiate legal proceedings to enforce any provision of this Contract or to collect any amount due and owing, which obligation shall survive termination or expiration of this Contract.

K. Waiver and Indemnification

(1) *Retailer hereby waives* any claim(s) it has or may have against the Commonwealth of Virginia, the Lottery Board, the Lottery, the Lottery Director, or any officer, employee, director or agent of any of same, arising out of any interruption, suspension, failure or defects in the operation of the Lottery's games, Equipment, products or systems, including any claim(s) for lost profit or revenues, regardless of the reason for such interruption, suspension, failure or defect.

(2) *Retailer agrees to indemnify* and hold harmless the Commonwealth of Virginia, the Lottery Board, the Lottery, the Lottery Director, and any officer, employee, director or agent of any of same, that may arise out of any interruption, suspension, failure of, or defects in the operation or design of the Lottery's games, Equipment, products or systems, including any claim(s) for lost profit or revenue, regardless of the reason for such interruption, suspension, failure or defect.

(3) This section shall survive termination or expiration of this Contract.

L. Non-assignability of Contract

(1) *Retailer understands and agrees* this Contract is valid only at the location(s) specified in this Contract or as otherwise expressly authorized by the Lottery, and that he may not assign, subcontract or in any way transfer, in whole or in part, any rights, obligations, claims or interests of any kind in, under, or arising out of this Contract or its Lottery license. Should Retailer attempt to do any of these actions, the Lottery reserves the right to revoke the Retailer's license, terminate the Contract and/or suspend operation or remove any Equipment provided by the Lottery.

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

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

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

M. Severability

Retailer agrees that if any provision of this Contract is declared by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any law, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid or unenforceable.

N. Applicable Law; Choice of Forum

The Parties agree that the laws of the Commonwealth of Virginia shall govern all matters arising out of, or in connection with, this Contract and that any action or suit relating to this Contract shall be brought in the Circuit Court of the City of Richmond. This paragraph shall survive any termination or expiration of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized representatives as of the later date appearing opposite their respective signatures.

RETAILER	**COMMONWEALTH OF VIRGINIA**
	STATE LOTTERY DEPARTMENT
_____	
(Company Name)	
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Position/Title)	(Position/Title)
_____	_____
(Date)	(Date)

RETAILER LICENSE APPLICATION

FOR LOTTERY USE ONLY	
Current #:	License #
Chain #	

Processing Fee (non-refundable):
$_____ Per location
Make check payable to: **Virginia Lottery**

NOTE: Please print or type.

1. INDICATE TYPE OF APPLICATION: **__New Location(s)** **__Additional Location** **__Change of Ownership**
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_____

d. Mailing Address: _____City _____ State _____Zip_____

2. INDICATE TYPE OF BUSINESS STRUCTURE: **FEDERAL TAXPAYER ID# _____**

VA STATE SALES TAX # _____

a. **__Sole Proprietorship** **__Partnership or Joint Venture** **__Sub Chapter S** **__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.

b. Last Name, First Name **Last Name, First Name** **Last Name, First Name**

1. _____ **2. _____** **3. _____**

3. IS THIS LOCATION CURRENTLY LICENSED TO SELL LOTTERY TICKETS? ___Yes ___No Retailer #_____

4. DO YOU HAVE ANY OTHER LOCATIONS LICENSED TO SELL LOTTERY TICKETS? ___Yes ___No
Retailer / Chain Name and Number _____

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 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 knowingly and willfully providing untruthful or misleading information is cause for denial of the application and/or termination of any lottery license and under Virginia criminal code constitutes a class 1-misdemeanor. I authorize the State Lottery Department 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 Department. I waive any rights or causes of action, based on disclosure of otherwise confidential information that I may have against the State Lottery Department, the Virginia State Police, and/or any other individual or agency disclosing or releasing such information to the State Lottery Department or the Virginia State Police.

APPLICANT/AUTHORIZED AGENT OF BUSINESS/ORGANIZATION _____
TYPE OR PRINT NAME **TITLE**

_____
SIGNATURE **DATE**

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:_____

SLD –0055 (Rev. 9/07)

PERSONAL DATA FORM

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

MINORITY OWNERSHIP CLASSIFICATION **OWNER #** _____
(Check if applicable)

_____ Black
_____ Hispanic
_____ Asian/Pacific
_____ Asian/Indian
_____ Native American
_____ Caucasian
_____ Korean
_____ Other (please specify): _____

NOTE: Please print or type. A Personal Data Form must be submitted for each individual listed in Question 2b of the Retailer License Application. This form may be copied. Proof of Identity must be attached (see Checklist).

1. Legal Business Name:_____ Business Phone Number: ( )_____
(As listed on Retailer License Application Form)

2 Applicant Information:

_____ _____
Last Name First Name Middle Name Social Security Number

_____ _____ _____
Date of Birth Sex Place of Birth (City, State, Country)

_____ ( )_____
Home Address City/County State Zip Home Phone Number

3. Have you been a resident of Virginia continuously for the past twelve months? _____ Yes _____ No
If "**No**", attach a list of other states in which you have resided. Include dates.

4. Your Relationship to Business (Check One):
_____ Sole Proprietor _____ Stockholder _____ Percentage of stock owned
_____ Partner (%) _____ Officer/ Board Member _____ Other (please specify): _____

5. Have you ever, in Virginia or any other state:
A. Been convicted of a felony? _____ Yes _____ No
B. Been convicted of illegal gambling? _____ Yes _____ No
C. Been convicted of fraud? _____ Yes _____ No
D. Had any business license revoked or suspended? _____ Yes _____ No
E. Ever filed for bankruptcy? _____ Yes _____ No
If you answered "**Yes**" to any of these questions, please attach a separate sheet with complete details.

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

7. Are you a relative of a lottery employee or board member, reside in the same household of a lottery employee or board member, or affiliated with a vendor of lottery instant or on-line game products? _____ Yes _____ No
If "yes" please identify the lottery employee, board member, or vendor: _____

DISCLOSURE STATEMENT (Read Carefully)

I, the undersigned, do hereby certify that I have not knowingly made a false statement of material fact on this application and that I have read and understand the License Terms and Conditions as stated in the Retailer Contract. If the Lottery issues a license pursuant to this application, the 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

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

☐ **NEW** ☐ **CHANGE** DATE _____

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

RETAILER NAME (as shown on bank account)	CHAIN #	**RETAILER LOTTERY I.D. (REQUIRED)**
/ Virginia Lottery Trust		

I (we) hereby authorize the VIRGINIA STATE LOTTERY DEPARTMENT, hereinafter called LOTTERY, to originate debit and credit entries and retrieve balance and transactional information from my account. These withdrawals and deposits will adhere to the rules of the Virginia State Lottery and National and Local Automated Clearing House (ACH) Associations.

This authority is to remain in full force and effect until LOTTERY and DEPOSITORY (Bank) has received written notification from me (or either of us) of its termination in such time and in such manner as to afford LOTTERY and DEPOSITORY a reasonable time to act on it.

Retailer Address _____

City _____ State _____ Zip _____

EFT AUTHORIZATION OWNER'S NAME (print) **(REQUIRED)** _____ OWNER'S SIGNATURE **(REQUIRED)** _____

EFT AUTHORIZATION NAME (print) _____ SIGNATURE _____

TO BE COMPLETED BY BANK ONLY

Bank Name _____

Branch _____ Bank Phone _____

Address _____

City _____ State _____ Zip _____

TRANSIT ROUTING NUMBER

ACCOUNT NUMBER INFORMATION

CHECK ONE: ☐ CHECKING ACCOUNT ☐ SAVINGS ACCOUNT

Bank Representative Printed Name _____

Bank Representative Signature _____

Title _____

Bank signature verifies that this account is titled as:
" (Retailer-Business name) / Virginia Lottery Trust"

FAX COMPLETED FORM TO 804-692-7989