



# LOUISIANA LOTTERY CORPORATION CONTRACT TERMS AND CONDITIONS

Retailer Number: \_\_\_\_\_

This Contract is entered into between the Louisiana Lottery Corporation (LLC) and

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Corporate/Partnership/Sole Owner Name "dba"

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Location Address City State Zip

1. The retailer agrees to operate in a manner consistent with the Louisiana Lottery Corporation Act, applicable federal, state and local laws, rules promulgated by the LLC and these terms and conditions.
2. The retailer agrees to notify the LLC immediately if there is any change in ownership, location or financial status of the entity issued a lottery license. If the retailer is convicted of a crime in any judicial jurisdiction or becomes delinquent in payment or filing of taxes to any authority where the retailer is selling tickets, the LLC must be notified in writing within ten (10) calendar days.
3. The retailer shall prominently display the Official Retailer License and Official Retailer door decal. The retailer agrees that tickets may be sold only at the licensed location, and the license may not be transferred.
4. The retailer agrees to use a ticket dispenser for the sale of tickets in a prominent location near the cash register or checkout. An equipment deposit may be required for any dispensers or other equipment provided to the retailer by the LLC.
5. The retailer agrees to prominently display point-of-sale materials provided by the LLC, including door decals, game posters, display tickets, danglers, change mats, and lighted interior signs, unless exceptions are obtained in writing from the LLC.
6. The retailer agrees to make lottery tickets available for sale during the retailer's normal business hours and provide for the redemption of winning tickets during the same hours, subject to LLC operational limitations for validation approvals. The retailer may not charge a fee or surcharge as a condition of redemption.
7. The retailer agrees to pay any prize of \$50.00 or less.
8. The retailer agrees to obtain a bond, letter of credit or other financial guarantee, or participate in a self-bonding program established by the LLC.
9. The retailer agrees to notify the LLC within 24 hours of any lost, missing or stolen tickets. The retailer is responsible for all tickets delivered upon acknowledgment of receipt. The retailer shall provide reasonable security for all tickets and LLC property.
10. Failure of a retailer to order and/or accept delivery of instant tickets for any sixty (60) day period may result in a suspension and a thirty (30) day probation period.

11. The retailer agrees to maintain accurate and complete records of all transactions with the LLC and to make such records available to authorized representatives of the LLC during normal business hours.
12. The retailer agrees to offer no less than four (4) instant games for sale to the public at all times if four (4) or more games are available from the LLC. Retailer agrees that the aggregate number of dispensers will be determined by the Lottery using sales analysis. Tickets may not be sold to anyone under 21 years of age.
13. The retailer agrees to make a full financial settlement with the LLC for all tickets received in a timely manner as prescribed by the LLC. The retailer agrees to maintain an electronic funds transfer account in an institution insured by the FDIC. The account will be capable of electronic funds transfer for making payments of all sums due to the LLC and receiving credits from the LLC. In the event the retailer maintains more than one EFT account, any account may be used to satisfy all amounts due to the LLC.
14. The retailer acknowledges that the funds collected herein through the sale of lottery products or any other game offered by the LLC, constitute property of the LLC, and that any terminals, equipment, supplies, or promotional material provided by the LLC, is at all times herein property of the LLC. Further, the retailer acknowledges that the funds collected on behalf of the LLC shall not be subject to pledge, mortgage, hypothecation, loan, or encumbrances, to any third party.
15. The retailer agrees to notify the LLC of any change in its credit facility, loan structuring or refinancing of its business entity, within thirty (30) days of said change.
16. The retailer shall notify any lender or issuer of credit, that funds collected as a result of the sale of lottery products are not part of any collateral offered to creditor to secure financing, or additional lines of credits issued to retailer, and as such are specifically exempted from any calculation of value of collateral by any creditor providing or issuing credit to retailer.
17. The retailer acknowledges that the retailer has a fiduciary responsibility to hold all funds collected on behalf of the LLC, in trust as set forth in La. R.S 47:9055, et seq.
18. Skimming of lottery proceeds is the intentional excluding, or the taking of any action in an attempt to exclude, any thing or its value from the deposit, counting, collection, or computation of gross revenues or net proceeds from lottery activities, and constitutes a crime as provided in La.R.S. 47:9073.18.
19. Tickets may not be sold for more than the price established by the LLC.
20. Any contract executed by the LLC, at the discretion of the President, may be canceled, suspended, revoked, or terminated by the LLC for reasons which shall include but not be limited to:
  - a.) Commission of a violation of the Retailer Regulation, the Louisiana Lottery Corporation Law or administrative regulations adopted pursuant thereto or other provisions of Louisiana Law.
  - b.) Failure to accurately account for lottery tickets, revenues, or prizes as required by the LLC.
  - c.) Commission of any fraud, deceit, or misrepresentation.
  - d.) Insufficient sale of tickets.
  - e.) Conduct prejudicial to public confidence in the LLC.
  - f.) The retailer filing for or being placed in bankruptcy or receivership.
  - g.) Any material change in any matter considered by the LLC in executing the contract with the retailer.
  - h.) Failure to meet any of the objective criteria established by the Board of Directors pursuant to the Retailer Regulations.

21. The retailer understands that the retailer will receive a commission of five percent of net sales of lottery games sold at the licensed location.
22. The retailer agrees to pay any weekly communications charge which may be assessed for each on-line gaming terminal installed at the licensed retail outlet.
23. The retailer acknowledges that pursuant to Article C, Section 1. of the Louisiana Lottery Corporation On-Line Retailer Selection Policy Statement, “The Corporation shall review the performance and profitability of the On-line Retailers on a periodic basis. The Corporation reserves the right to terminate the retailer’s status as an On-line Retailer for purpose of relocating the terminal to a more profitable retailer location.”
24. The retailer agrees to send at least one person to training sponsored by the Corporation. The Corporation, at its discretion, may waive this requirement for Retailers who have previous lottery experience.
25. Prior to executing this contract, the retailer has reviewed the following enactments:
  - a. Louisiana Lottery Corporation Law, La. R.S. 47:9000 et seq.
  - b. Louisiana Lottery Corporation Retailer Regulation LAC 42 XV
  - c. Louisiana Code of Governmental Ethics, La R.S. 42:1101 et seq.

The above enactments can be found using links provided at [www.louisianalottery.com](http://www.louisianalottery.com)

**I HAVE READ AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS STATED ON THIS CONTRACT.**

**LOUISIANA LOTTERY CORPORATION**

**RETAILER**

LLC Representative: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Retailer Number: \_\_\_\_\_

Date: \_\_\_\_\_

(NOTE: RETURN SIGNED FORM TO LOTTERY REPRESENTATIVE OR NEAREST LOTTERY OFFICE.)