

# OKLAHOMA LOTTERY COMMISSION

## LOTTERY RETAILER SALES CONTRACT APPLICATION PACKET



**OKLAHOMA LOTTERY**  
BENEFITS OKLAHOMA EDUCATION

Mail Application and Fee(s) to:  
Oklahoma Lottery Commission  
123 Robert S. Kerr  
Oklahoma City, OK 73102

## Oklahoma Lottery Retailer Sales Contract Application Frequently Asked Questions

- 1) **Q:** Why do you have to do a criminal background check and a credit check?  
**A:** The law requires us to do those.
- 2) **Q:** What if we have had tax problems in the past, but we have worked out a payment plan with the Tax Commission to address it?  
**A:** If you have done that, you should be okay. The tax issue will only be a problem for you if you are not paying your taxes and debt as required by the Tax Commission.
- 3) **Q:** Why do we have to print off the application forms, sign so many of them, and then mail them in? Can't we do that all online?  
**A:** The Lottery Act requires information from business owners, as well as directors and officers of corporations. Individuals are required by the law to affirm the statements and disclosures in Part 3 of the application. You are required to set up a separate bank account and the ability to electronically transfer money from that account needs to be approved by your bank through our State Treasurer. Currently the application process is manual.
- 4) **Q:** Once we're approved to sell lottery tickets, can we sell or transfer our license?  
**A:** No. You aren't actually "licensed," you've entered into a contract with the Lottery Commission (OLC) and we will issue you a certificate of authority that is valid only for the owner(s) and the location specified on the approved application. The law clearly states that you cannot transfer the certificate. Make sure you read the retailer contract requirements as it covers many of the things you can and cannot do under the law.
- 5) **Q:** How do we get a bond as the law requires?  
**A:** The law also allows the OLC to purchase a blanket bond and to set up a reserve account to cover losses that may be experienced. \$50 of your initial application fee is designated to cover bond requirements.
- 6) **Q:** How do you collect money and pay me when needed?  
**A:** You are required to set up a bank account with a local bank "in Trust for the Oklahoma Lottery Commission," using your FEIN. We transfer from the account what you owe us on a weekly basis via Electronic Funds Transfer (EFT). Generally, only claims centers cash enough prizes so that we need to pay them. If it becomes necessary to pay you, we will write you a state warrant (check).
- 7) **Q:** What if there isn't enough money in the bank account when you do the transfer?  
**A:** The OLC will charge you a Non-Sufficient Funds (NSF) fee and your bank may do the same. You will be responsible for any charges assessed by the OLC or the financial institution. We will contact you to determine why you didn't have enough money in your account. If we cannot contact you in a timely manner, or if the problem continues, we will shut-off your ability to validate tickets and sell online/draw games until you correct the problem. If the problem persists, you may lose your lottery retail sales contract. To help avoid any NSF's, each retail location will have the ability to print reports from your lottery terminal showing sales, prizes you paid, commissions you earned, and amounts to be swept from the bank account. If your contract is suspended and the terminal shut-off, you will need to call the OLC to find out what your weekly invoice payment is. We will transfer from the bank account on a standard schedule giving you enough time to make sure that the account has enough money in it to cover the upcoming transfer.
- 8) **Q:** I have 15 retail locations that I want to sell lottery tickets. Will I need a separate bank account for each location?  
**A:** Multiple locations operating under a single FEIN may utilize a single account.

# Requirements to Become an Oklahoma Lottery Retailer

1. Congratulations on your decision to apply to sell Oklahoma Lottery tickets. This is a great way for you to add extra income to your business, sell fun and entertaining products, and help provide additional funding for education in Oklahoma.
2. There are several steps to complete, one of which is to fill out the application, but before you start, make sure that you are eligible. The Oklahoma Lottery Act provides that you cannot be a retailer if any of the following apply to you:
  - a. You have been convicted or are awaiting sentencing on a plea of guilt or nolo contendere to a criminal offense related to the security or integrity of the lottery in this or any other jurisdiction;
  - b. You have been convicted of or are awaiting sentencing on a plea of guilt or nolo contendere to any illegal gambling activity, false statements, false swearing, or perjury in this or any other jurisdiction;
  - c. You have been convicted of or are awaiting sentencing on a plea of guilt or nolo contendere to any crime punishable by more than one (1) year of imprisonment or a fine of more than \$1,000.00 or both, unless your civil rights have been restored and at least five (5) years have elapsed from the date of the completion of the sentence without a subsequent conviction of a crime described in this application;
  - d. You have violated the provisions of the Oklahoma Education Lottery Act or any rule, policy, or procedure of the OLC unless either ten (10) years has passed since the violation or the board finds the violation both minor and unintentional in nature;
  - e. You are a vendor doing business with the OLC;
  - f. You are an employee or agent of any vendor doing business with the OLC;
  - g. You reside in the same household as the executive director, any board member, or any lottery employee;
  - h. You have made a statement of material fact to the OLC knowing such statement to be false;
  - i. You are engaged exclusively in the business of selling lottery tickets;
  - j. You are currently delinquent in the payment of any state tax, penalty, or interest owed the State of Oklahoma, excluding items under formal appeal pursuant to applicable statutes (an applicant who has entered into and is abiding by a payment agreement with the Oklahoma Tax Commission shall be deemed current in payment of such taxes, penalties and interest).
3. If you qualify, please complete the application packet. If you are a Tribal-owned business not on Indian land, there is a separate application packet for you. If you are a business that is located on Tribal-owned Indian land, you will need to call our retail contracts unit. You can access the application packets and instructions at [www.lottery.ok.gov](http://www.lottery.ok.gov) or requesting an application by emailing: [info@lottery.ok.gov](mailto:info@lottery.ok.gov) . If you don't have Internet access, you may request a packet by phoning 405-522-7700. You may also write to:

Oklahoma Lottery Commission  
123 Robert S Kerr  
Oklahoma City, OK 73102
4. Please provide all of the requested information, sign the necessary documents, enclose your application fee and mail the entire packet to the Lottery. Note that when you apply, you are authorizing the Lottery to perform criminal background and credit/finance investigations on you and all owners, officers, principals, and partners listed in your application.
5. When you submit your application, you will need to send in a cashier's check, personal check, business check or money order of \$95 for the first store and \$50 for each additional store. \$45 of the \$95 fee is a non-refundable application fee; \$50 will cover the bonding requirements for the first store. If you are not approved to sell lottery tickets, \$50 will be refunded to you. Make your check payable to "Oklahoma Lottery Commission".
6. After the Lottery staff has reviewed your application, conducted a site survey, and you have cleared all of the credit and background checks, you must establish a separate bank account in which to keep your lottery net proceeds (read the details for Part 5 of the Application). By law, the account must be set up in an institution insured by the FDIC and the Lottery must be authorized to electronically sweep funds (EFT) from the account. You may set up the bank account earlier in the process, but if your application is not approved, any costs for opening the account are your responsibility.

# OKLAHOMA LOTTERY COMMISSION

## LOTTERY RETAILER SALES CONTRACT APPLICATION

### INSTRUCTIONS

The Oklahoma Lottery Commission (OLC) has developed a statewide network of lottery retailers to serve the public convenience, promote the sale of lottery tickets and the playing of lottery games while ensuring the integrity of the lottery operations, games and activities. The OLC makes every effort to provide small and minority owned retailers an opportunity to participate in the sales of lottery tickets.

An application must be submitted by any business that intends to sell Oklahoma Lottery tickets in Oklahoma. The applicant must meet the objective criteria established by the OLC regarding financial responsibility, security of its place(s) of business, accessibility to the public, integrity and reputation. The OLC will not consider political affiliation, activities, or contributions to political committees or candidates for any public office as a condition of approval.

This application for a Lottery Retailer Sales Contract consists of eight (8) parts:

- Part 1: Retailer Contract Requirements
- Part 2: Business Information
- Part 3: Disclosures by Owners
- Part 4: Business Locations
- Part 5: Electronic Funds Transfer Authorization
- Part 6: RESERVED
- Part 7: Minority Business Information – Voluntary Form / Not Required
- Part 8: Authorization to Install Lottery Communications Equipment

All applicants must agree to the requirements in Part 1 and must complete Parts 2, 3, 4, 5, and 8.

Part 6 is used for certain Tribal business applications only.

The minority business information requested in Part 7 is solely for the purpose of complying with the Oklahoma Education Lottery Act. Response is voluntary.

### HOW TO APPLY FOR AN OKLAHOMA LOTTERY RETAILER SALES CONTRACT

Complete and return the application to the Oklahoma Lottery Commission along with a check or money order payable to the Oklahoma Lottery Commission for your application and bonding fees. You can mail the completed application to:

Oklahoma Lottery Commission  
123 Robert S Kerr  
Oklahoma City, OK 73102

For assistance in completing this application, you may call the Oklahoma Lottery Retail Contracts Unit at 405-522-7700 or email them at [info@lottery.ok.gov](mailto:info@lottery.ok.gov).

### Part 1 – Retailer Contract Requirements

Part 1 sets out the legal requirements and conditions for contracting to sell lottery tickets. Part 1 states that the Lottery Retailer Sales Contract consists of Parts 1, 2, 3, 4, 5 and 8 of the application packet.

## Part 2 – Business Information

This form gathers information about your business and the type of application you are submitting, whether you are a new applicant to our system or an existing applicant wanting to add new locations or change current locations. Please complete all information requested:

Line 1 - Enter the date this application was prepared by the applicant.

Line 2 - The Lottery Retailer Sales Contract is between the Oklahoma Lottery Commission (OLC) and the business owner(s). The contract is for the sales of lottery tickets at a specific retail location. Check the box(es) that are applicable to the application being submitted.

- a - Check this box if you are an owner of a business that currently has a lottery retail sales contract.
- b - Check this box if you DO NOT own a business that currently has a lottery retail sales contract.
- c - Check this box if you have had a lottery retail contract for a business you have owned in the past, but you DO NOT currently have such a contract.
- d - Check this box if you are updating information you have previously provided for a current lottery retail sales contract.
- e - Check this box if you are adding a retail sales location to an existing lottery retail sales contract.

Line 3 - List the legal name of the business enterprise you are using to apply for the lottery retail contract. This will not necessarily be the name of an individual business location but may be the same as a location name if your corporate name is the same as your dba ("doing business as") name(s).

Line 4 - List the business mailing address.

Line 5 - List the business phone number, business FAX number and an alternate phone number. OLC must have phone numbers we can call to get answers to questions about the application or questions we have about the lottery retail contract in the future. List the name of an owner, partner or other officer and their phone number. This may be a home phone or cell phone.

Line 6 - List an email address that can be used to contact an owner.

Line 7 - Enter the business Federal Employer's Identification Number (FEIN), if any.

Line 8 - Specify the type of business organization / how it is owned.

Line 9 - You must select the method by which you wish to be invoiced for packs of Instant Tickets. If you do not select a method, the default method is option 1.

These options are all identified in OLC Administrative Rules available on our website: [www.lottery.ok.gov](http://www.lottery.ok.gov). By Rule, retailers are allowed to change this option annually on their contract renewal date. In order to change the settlement option, the retailer must notify the OLC at least 2 weeks prior to the contract renewal date.

1. Settlement Option 1: all ticket packs activated by the retailer or by the OLC on behalf of the retailer for which eighty percent (80%) of the winning low-tier tickets contained in the pack have been validated by the end of the previous accounting period will be included in the current retailer weekly invoice. Any pack which has been activated for a period of thirty (30) days will be invoiced to the retailer, even if eighty percent (80%) of the pack's winning low-tier tickets have not been validated.

In the event a retailer concurrently activates two or more instant game packs from the same game, the first pack activated will be included in the current retailer weekly invoice regardless of how many low-tier tickets have been validated from the first, except in situations where the retailer has two or more selling locations within the same retail

business, in which case the first pack activated will be included in the current retailer weekly invoice when the third or subsequent pack of that game is activated, regardless of how many low-tier tickets have been validated from the first pack.

2. Settlement Option 2: all ticket packs will be settled 21 days after activation, at which time such settled packs will be included on the weekly invoice for the week in which they were settled.

In the event a retailer concurrently activates two or more instant game packs from the same game, the first pack activated will be included in the current retailer weekly invoice, except in situations where the retailer has two or more selling locations within the same retail business, in which case the first pack activated will be included in the current retailer weekly invoice when the third or subsequent pack of that game is activated.

3. Settlement Option 3: all ticket packs will be settled immediately upon activation, at which time such settled packs will be included on the weekly invoice for the week in which they were settled.

Line 10 - If the business is a Tribal-owned business or on Tribal-owned land, DO NOT submit this application. If the Tribal-owned business is on Tribal-owned land, current legal interpretation is that you need to have a compact with the State of Oklahoma to sell lottery tickets. If a Tribal-owned business is located on Non-tribal-owned land, there is a separate application that need to be completed and submitted. Please contact our Retail Contracts Unit at 405-522-7700 or email [retailcontracts@lottery.ok.gov](mailto:retailcontracts@lottery.ok.gov) for more information.

Line 11 - List all sole owners, partners, officers or directors of the business. **Note: Each individual listed on this form must complete Part 3, Disclosures by Owner(s). If you are a corporation with more than five (5) individuals to whom this applies, contact our Retail Contracts Unit for assistance on addressing this requirement. If owners are added or removed, you need to notify the Lottery by letter and all new owners must submit a Part 3.**

Line 12 – The individual who is preparing the application needs to print his/her name, title in relationship to the business, then sign and date the form.

### **Part 3 – Disclosures by Owner(s)** *(Each Part 3 must be notarized)*

A separate Part 3 needs to be completed by each owner, partner, officer and / or director of the business that is listed in Part 2 under “Owners, Partners, Officers and Directors”. **Each Part 3 must be notarized.**

At the top of this form, print your full name, provide your SSN, date of birth, home phone number and a mobile phone number that can be used to contact the owner.

Line 1 through Line 9 - Read each question and indicate “yes” or “no” in the space provided.

Line 10 - If you answered “yes” to line 2, explain your answer in the box provided (attach additional sheets if necessary).

Line 11 - If you answered “yes” to any question on Lines 3 through 8, explain your answer in the box provided (attach additional sheets if necessary).

Please read all the information in the box at the bottom of the form. This information describes the Lottery Retail Contract and the requirements that you agree to by submitting your application. This application, the Oklahoma Education Lottery Act, and rules promulgated by the Lottery Commission are available on our web site: [www.lottery.ok.gov](http://www.lottery.ok.gov). Sign the application in the presence of a licensed Notary Public who is to provide positive identification of the person signing the document. Note that the person signing the document is authorizing the Lottery to conduct a credit and criminal background check on you.

Your identity must be confirmed by and your signature must be witnessed by a licensed Notary Public.

Please Note: Any personal financial information, credit reports or other financial data provided by Retailer Applicants is not subject to the Oklahoma Open Records Act.

## Part 4 – Business Locations

You will need to complete a separate Part 4 for each location that you are including in this application.

- Line 1: Enter the legal name of business. This should be the same name used in Part 2, line 3. Also enter the projected opening date of the location under your ownership. This should be the date you wish to begin lottery product sales.
- Line 2: Enter the number of locations included in the application. Complete a Part 4 for each location.
- Line 3: Enter the name of the location where you want to sell lottery products.
- Line 4: Enter the physical address of the location (no P.O. Boxes); if mail is not delivered to this address, or if you desire mail to be delivered to another address, provide that address on line 5. Please make sure to enter the proper county associated with this address.
- Line 5: Enter the mailing address if different than the physical address (see line 4).
- Line 6: Enter the business location phone number and an alternate number that can be used to contact employees at the business location.
- Line 7: Enter the name of the current manager of this location.
- Line 8: Enter the home phone number and the cell phone number for the current manager of this location.
- Line 9: Check one of the boxes to indicate the type of business at the location.
- Line 10: Check one of the boxes to indicate the type of building where the business is located.
- Line 11: Enter the number of employees you have at this location.
- Line 12: Enter the number of parking spaces available at this location.
- Line 13: Indicate if your business location is covered by insurance. If so, attach a copy of the Certificate of Insurance which you can obtain from your local agent.

## Part 5 – Electronic Funds Transfer Authorization

The Oklahoma Education Lottery Act requires that all retailers maintain a separate bank account for lottery proceeds. The Oklahoma Lottery Commission (OLC) requires that retailers authorize the OLC to Electronic Funds Transfer (EFT) all monies due OLC from the retailer lottery account each week.

You may submit your application without Part 5 and without obtaining the bank account. When the rest of your application has been approved, we will contact you to get your bank account established. At that time you must submit a completed Part 5 before final approval can be granted and before lottery equipment can be installed at the business location(s).

If you want to speed up the application process, you may arrange for the bank account and submit Part 5 with your initial application. All fees / costs associated with the Lottery bank account are your responsibility.

Attach a copy of a deposit slip or voided check from the EFT account with all bank transit information clearly visible. You may submit the same information on bank letterhead if a deposit slip is not available.

- Line 1 - Enter the legal name of the business on the EFT account.
- Line 2 - Read the information in section 2, then complete the required information.
  - Line 2.a. – The business representative establishing this bank account must sign and date on this line.
  - Line 2.b. – Print the title of the business representative.
- Line 3 - Please read section 3 and have a representative of your bank or depository institution complete this section and sign the acknowledgement where requested.
  - Line 3.c. – Print the name of the bank and the name of the branch.
  - Line 3.d. – List the address of the bank.
  - Line 3.e. – List the EFT account number (no temporary account numbers please) and bank routing number of the account you have established for the Lottery.
  - Line 3.f. – Print the name of the banking representative completing this form.
  - Line 3.g. – Indicate the title of the banking representative completing this form.
  - Line 3.h. – The banking representative completing the form needs to sign the form where indicated.

## **Part 6 – Reserved**

This form is reserved for Tribal entity applications.

## **Part 7 – Minority Business Information**

This form is required solely to comply with the provisions of the Oklahoma Education Lottery Act.  
Your response is voluntary.

## **Part 8 – Authorization to Install Lottery Communications Equipment**

This form is required to avoid questions regarding approval to install the required communication equipment in the building(s) where the retailer does business. Each location included in your application must be covered by a signed Part 8.

If you have multiple locations, all owned by the same owner, you can use one Part 8, enter up to 3 locations, and submit additional forms as attachments. The building owner must sign each Part 8. If the buildings in which your business locations are housed are owned by different owners, you will need to complete a separate Part 8 for each building owner.

PLEASE SEND YOUR COMPLETED APPLICATION & FEE(S) TO:  
Oklahoma Lottery Commission  
3817 N. Santa Fe  
Oklahoma City, OK 73118-8508

# **OKLAHOMA LOTTERY COMMISSION**

## **LOTTERY RETAILER SALES CONTRACT APPLICATION**

### **Part 1 - Retailer Contract Requirements**

By applying for an Oklahoma Lottery Retail Contract, applicants (owners, partners, officers, directors of the business) agree that they will abide by the following terms and conditions.

#### **Violation of any of these terms and conditions may result in suspension or cancellation of the Lottery Retail Contract.**

Each owner, partner, officer and / or director of the business is required to complete Part 3 of the Oklahoma Lottery Retailer Application and each agrees that Oklahoma law will control all transactions and agreements related to the Oklahoma Lottery. Each also agrees that, with exception for administrative hearings conducted by the Oklahoma Lottery Commission and / or their Board of Trustees, the exclusive forum for all legal actions shall be the Oklahoma County District Court, Oklahoma City, Oklahoma. Each owner, partner, officer and / or director of the business also agrees that all staff working in their retail locations will be properly informed that they must adhere to these contract requirements if they handle lottery products.

#### **1) General Terms and Conditions**

- a) The Oklahoma Lottery Retailer Sales Contract consists of Parts 1, 2, 3, 4, 5 and 8 of the Lottery Retailer Sales Contract Application. Applicants agree to adhere to the Oklahoma Lottery Retailer Sales Contract as currently amended or as amended in the future. If lottery retailers do not want to adhere to changes in the contract, they will have thirty (30) days to notify the OLC that they do not wish to continue as a lottery retailer. Otherwise they agree to adhere to the changes.
- b) The OLC may periodically require a retailer to update information provided in the application. The retailer agrees to provide this information as requested.
- c) The retailer will operate in a manner that is consistent with the Oklahoma Education Lottery Act, applicable federal, state and local laws, rules and policies adopted by the OLC and the Retailer Sales Contract.
- d) The retailer will notify the OLC within 10 days of changes in: ownership, officers, directors, or partners required to be listed on the application, business location(s), or financial status or criminal record(s) of the applicant(s). A change in ownership involving less than 10% of a corporation's stock need not be reported unless that change results in someone who previously owned less than 10% of the corporation's total stock now owning more than 10% of the total stock.
- e) The OLC shall issue a certificate of authority for each location authorized to sell lottery tickets. The retailer will display the Oklahoma Lottery Certificate of Authority where tickets are sold. Certificates are not transferrable or assignable from one location to another or from one owner to another.
- f) The retailer will prominently display point-of-sale materials provided by the OLC, including door decals, game posters, display tickets, electronic signs, and other materials supplied by OLC, unless prior exceptions are obtained from the OLC.
- g) The law requires the OLC or its authorized agent to conduct criminal background investigations and credit investigations on all potential retailers, including investigation of principals, officers or directors of a corporation or other business entity. All applicants agree to cooperate with these investigations.
- h) The law allows the OLC to inspect the facilities of retailers in order to determine that the retailer is in compliance with its contract. Applicant agrees to cooperate with these inspections/site surveys.
- i) Retailers will agree to abide by the OLC Minimum Sales Policy.

- j) The OLC will compensate retailers in accordance with OLC rules and promotional procedures.

## 2) Sale of Tickets

- a) The retailer is responsible for all proceeds from the sale of Oklahoma Lottery tickets. By law, the proceeds shall constitute a trust fund in favor of the OLC.
- b) The retailer will make Oklahoma 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 OLC's approved validation procedures.
- c) The retailer will pay prizes in accordance with rules established by the OLC.
- d) Each retail location must offer for sale instant and online lottery tickets as required by OLC rules.
- e) The retailer will sell tickets in a prominent location near the cash register or checkout, will utilize ticket dispenser(s) provided by OLC and will display tickets according to the lottery's price point POG. Any ticket dispensers that are not provided by OLC cannot be used without written approval from the OLC.
- f) Retailers earn six percent (6%) commission on the sale of lottery tickets and earn  $\frac{3}{4}$  of 1% cashing commission on all lottery tickets cashed up to \$600.
- g) Tickets may not be sold for more than the price established by the OLC.
- h) Retailers may only sell tickets from locations listed in the contract with the retailer (see Part 4 of the application) as evidenced by the Oklahoma Lottery Ticket Certificate of Authority issued by the OLC, unless the OLC issues a written approval for a temporary location not listed in the contract.
- i) Lottery tickets may not be sold or given to anyone less than eighteen (18) years of age, and no prize or any portion of a prize shall be paid on any ticket that was purchased by a person less than eighteen (18) years of age. Persons under the age of 18 may NOT cash or claim a lottery ticket prize.
- j) The retailer may not extend credit, lend money or accept in payment food stamps, checks, credit cards, charge cards, or any form of deferred payment for Oklahoma Lottery tickets.
- k) Lottery tickets may be given by retailers as a means of promoting goods or services to customers or prospective customers eighteen (18) years of age or older subject to prior approval by the OLC.
- l) The retailer may not permit the purchase of tickets over the telephone or by mail.
- m) The retailer is responsible for all tickets delivered to them. Tickets received by the retailer will be promptly logged into the system by the retailer as "received." Tickets will be activated for sale by the retailer when the ticket packs are opened for sale. The retailer is expected to provide reasonable security for all tickets and all OLC and/or gaming vendor equipment.
- n) The retailer must notify the OLC immediately of any lost, missing or stolen tickets within 24 hours at the latest. The retailer will notify the appropriate local law enforcement officials and complete a police report for any stolen tickets. OLC may assess a \$25 per pack administrative fee for lost or missing packs of tickets.
- o) The retailer agrees to keep safe from damage any lottery ticket vending equipment, the lottery terminal, any satellite dish and communications equipment, play-stations and any electronic signage or any other equipment provided by the OLC. If damaged because of misuse, unauthorized storage or movement of the equipment, the retailer may be responsible for the costs of repair or replacement on these items.
- p) The retailer agrees to cooperate fully with local police department officials and with OLC investigators as requested.
- q) The retailer agrees to provide all promotional trail tickets that print out pursuant to an OLC lottery promotion to the customer, along with the original lottery tickets purchased by the customer.

### 3) Payment to OLC

- a) The retailer will make a full financial settlement in a timely manner with the OLC for all tickets in accordance with OLC rules and procedures.
- b) The retailer authorizes the OLC to transfer funds due to the OLC through an Electronic Funds Transfer (EFT) from the bank account established by the retailer for the benefit of the Lottery Commission (see Part 5 of the application).
- c) Failure to have sufficient funds available at the time of the EFT sweep (referred to as "NSF's") may result in banking service charges to the retailer. Repeated NSF's may result in contract suspension or revocation/termination.
- d) All sales of online / draw games are billed to the retailer on a weekly basis, Sunday through Saturday.
- e) Sales and invoicing of Scratchers or Instant tickets are as follows:
  - i) Scratchers are provided to retailers in packs with a \$300 or \$600 pack face value.
  - ii) When ready to sell Scratchers, the retailer will "activate" a pack for sale on the lottery terminal. This activation allows the tickets to be scanned to identify winning tickets. Since the gaming system does not track individual sales of Scratcher tickets, retailers are invoiced when each individual pack of tickets is "settled."
  - iii) In the initial application, the retailer must select from one of three settlement options for Scratcher tickets. These options are all identified in OLC Administrative Rules available on our website: [www.lottery.ok.gov](http://www.lottery.ok.gov). By Rule, retailers are allowed to change this option annually on their contract renewal date. In order to change the settlement option, the retailer must notify the OLC at least 2 weeks prior to the contract renewal date

- (1) Settlement Option 1: All ticket packs activated by the retailer or by the OLC on behalf of the retailer for which eighty percent (80%) of the winning low-tier tickets contained in the pack have been validated by the end of the previous accounting period will be included in the current retailer weekly invoice. Any pack which has been activated for a period of thirty (30) days will be invoiced to the retailer, even if eighty percent (80%) of the pack's winning low-tier tickets have not been validated.

In the event a retailer concurrently activates two or more instant game packs from the same game, the first pack activated will be included in the current retailer weekly invoice regardless of how many low-tier tickets have been validated from the first, except in situations where the retailer has two or more selling locations within the same retail business, in which case the first pack activated will be included in the current retailer weekly invoice when the third or subsequent pack of that game is activated, regardless of how many low-tier tickets have been validated from the first pack.

- (2) Settlement Option 2: All ticket packs will be settled 21 days after activation, at which time such settled packs will be included on the weekly invoice for the week in which they were settled.

In the event a retailer concurrently activates two or more instant game packs from the same game, the first pack activated will be included in the current retailer weekly invoice, except in situations where the retailer has two or more selling locations within the same retail business, in which case the first pack activated will be included in the current retailer weekly invoice when the third or subsequent pack of that game is activated.

- (3) Settlement Option 3: All ticket packs will be settled immediately upon activation, at which time such settled packs will be included on the weekly invoice for the week in which they were settled.

**4) Application fee, bond requirement and contract renewal (payable to the Oklahoma Lottery Commission)**

- a) Persons applying to become lottery retailers shall be charged a uniform application fee for each lottery outlet as required by State law. The initial fee is \$95 for the first location and \$50 for each subsequent location operating under the same FEIN.
- b) All lottery retailer sales contracts are renewable annually, at the discretion of the OLC, unless sooner canceled or terminated. Unless there are unresolvable issues, Lottery contracts will be renewed automatically on the annual renewal date for the retailer. Renewal fees will be added to the weekly invoice to be swept from the retailer's lottery bank account. Renewal fees are \$50 per location.
- c) The \$50 bond fee paid by a retailer is deposited into a fund established to reimburse the OLC for losses from the failed operation of retailers. The amount, frequency and method of future payments shall be established by the OLC. Currently, this is a \$50 annual fee which is included in the initial application and renewal fees noted above.

**5) Other retailer obligations**

- a) The retailer may not use an Oklahoma Lottery insignia, logo, trademark or name of an Oklahoma Lottery game in an advertisement without prior OLC authorization.
- b) Lottery retailers and applicants cannot pay, give, make any economic opportunity, gift, loan, gratuity, special discount, favor, hospitality, or service to the executive director, board member, employee of the OLC, or to any person related to any such person within the third degree of consanguinity or affinity.
- c) Lottery retailers may not contract with any person for lottery goods or services except with the approval of the board of trustees of the OLC.
- d) If the rental payments for the business premises of a lottery retailer are contractually computed, in whole or in part, on the basis of a percentage of retail sales and such computation of retail sales is not explicitly defined to include sales of tickets or shares in a state-operated or state-managed lottery, only the compensation received by the lottery retailer from the OLC may be considered the amount of the lottery retail sale for purposes of computing the rental payment.

**6) Lottery Retailer Sales Contract Cancellation: retail contracts may be cancelled, suspended, revoked or terminated by the OLC for the following reasons:**

- a) Violation of the Oklahoma Education Lottery Act, a rule, or a policy or procedure of OLC, including, but not limited to, any requirement to sell both Instant and Online products;
- b) Failure to accurately or timely account for lottery tickets, games, revenues, or prizes as required;
- c) Commission of any fraud, deceit, or misrepresentation;
- d) Insufficient sales;
- e) Conduct prejudicial to public confidence in the lottery;
- f) Filing for or being placed in bankruptcy or receivership;
- g) Any material change in any matter considered by OLC in executing the contract with the retailer, as determined in the sole discretion of OLC; or
- h) Failure to meet any of the objective criteria established by the OLC pursuant to the Act; or
- i) If, at the discretion of the executive director or designee, cancellation, denial, revocation, suspension, or rejection of renewal of a lottery retailer sales contract is in the best interest of the lottery, the public welfare, or the State of Oklahoma, the executive director or designee may cancel, suspend, revoke, or terminate, after notice and a right to a hearing, any contract issued pursuant to the Oklahoma Education Lottery Act. A contract may be temporarily suspended by the executive director or designee without prior notice, pending any prosecution, hearing, or investigation, whether by a third party or by the executive

director. A contract may be suspended, revoked, or terminated by the executive director or designee for any one or more of the reasons enumerated. Any hearing held shall be conducted by the executive director or designee. A party to the contract aggrieved by the decision of the executive director or designee may appeal the adverse decision to the OLC Board of Trustees. The appeal shall be pursuant to the rules set by the Board and is not subject to Article II of the Administrative Procedures Act.

**7) The Oklahoma Education Lottery Act (Title 3A, Section 701 et seq, of the Oklahoma Statutes) prohibits the following people, partnerships, unincorporated associations, corporations, or other business entities, or any principal, officer or director of a corporation or other business entity from being selected as a lottery retailer:**

- a) Those convicted of or who are awaiting sentencing on a plea of guilt or nolo contendere to a criminal offense related to the security or integrity of the lottery in this or any other jurisdiction.
- b) Those convicted of or who are awaiting sentencing on a plea of guilt or nolo contendere to any illegal gambling activity, false statements, false swearing, or perjury in this or any other jurisdiction.
- c) Those convicted of or who are awaiting sentencing on a plea of guilt or nolo contendere to any crime punishable by more than one (1) year of imprisonment or a fine of more than \$1,000.00 or both, unless their civil rights have been restored and at least five (5) years have elapsed from the date of the completion of the sentence without a subsequent conviction of a crime described in this application.
- d) Those who have violated the provisions of the Oklahoma Education Lottery Act or any rule, policy, or procedure of the OLC unless either ten (10) years has passed since the violation or the board finds the violation both minor and unintentional in nature.
- e) Those who are a vendor doing business with the OLC.
- f) Those who are an employee or agent of any vendor doing business with the OLC.
- g) Those residing in the same household as the executive director, any board member, or any employee of the OLC.
- h) Those who have made a statement of material fact to the OLC knowing such statement to be false.
- i) Those who are engaged exclusively in the business of selling lottery tickets.
- j) Those who are currently delinquent in the payment of any state tax, penalty, or interest owed the State of Oklahoma, excluding items under formal appeal pursuant to applicable statutes (an applicant who has entered into and is abiding by a payment agreement with the Oklahoma Tax Commission shall be deemed current in payment of such taxes, penalties and interest).

**8) Penalties provided in the Oklahoma Education Lottery Act and other Oklahoma Statutes\***

- a) Title 3A, Section 726: Any person who sells a lottery ticket or share to a person under eighteen (18) years of age or permits a person under eighteen (18) years of age to play any lottery games shall, upon conviction, be guilty of a misdemeanor and shall be fined not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00) for the first offense and for each subsequent offense not less than Two Hundred Dollars (\$200.00) nor more than One Thousand Dollars (\$1,000.00) and imprisonment for up to one (1) year in the county jail.
- b) Title 3A, Section 727: A. Any person who, with intent to defraud, falsely makes, alters, forges, utters, passes, or counterfeits a state lottery ticket shall, upon conviction, be punished by a fine not to exceed Fifty Thousand Dollars (\$50,000.00), by imprisonment for not longer than five (5) years, or by both such fine and imprisonment. B. Any person who influences or attempts to influence the winning of a prize through the use of coercion, fraud, deception, or tampering with lottery equipment or materials shall, upon conviction, be

punished by a fine not to exceed Fifty Thousand Dollars (\$50,000.00), by imprisonment for not longer than five (5) years, or by both such fine and imprisonment.

- c) Title 3A, Section 728: No person shall knowingly or intentionally make a material false statement in any application for a license or proposal to conduct lottery activities or make a material false entry in any book or record which is compiled or maintained or submitted to the board of trustees of the Oklahoma Lottery Commission pursuant to the provisions of the Oklahoma Education Lottery Act. Any person who violates the provisions of this section shall, upon conviction, be punished by a fine not to exceed Twenty-five Thousand Dollars (\$25,000.00) or the dollar amount of the false entry or statement, whichever is greater, by imprisonment for not longer than five (5) years, or by both such fine and imprisonment.
- d) Title 21, Section 1053: Any person who contrives, prepares, sets up, proposes or draws any lottery shall be guilty of a felony punishable by a fine equal to double the amount of the whole sum or value for which such lottery was made, and if such amount cannot be ascertained, then, by imprisonment in the State Penitentiary not exceeding two (2) years or by imprisonment in a county jail not exceeding one (1) year, or by a fine of Two Thousand Five Hundred Dollars (\$2,500.00), or by both such fine and imprisonment.
- e) Title 21, Section 1051 and following define a lottery and establish other various penalties for violating laws related to lotteries.

***\*This is not a complete list; Oklahoma statutes, Title 3A, Section 701 and following and Title 21, Section 941 and following contain most Oklahoma laws related to lotteries in Oklahoma.***

# OKLAHOMA LOTTERY COMMISSION

## LOTTERY RETAILER SALES CONTRACT APPLICATION

### Part 2 - Business Information

Please read the instructions - type or print - complete all items

1 Date Prepared: \_\_\_\_\_

2 Check the applicable boxes (*contact the Lottery Retail Contracts Unit with any questions*):

- a. I currently have a lottery retail contract.
- b. I DO NOT currently have a lottery retail contract.
- c. I have had a lottery retail contract in the past but do not have one now.
- d. I need to change information related to my current contract.
- e. I need to add another sales location to my current contract.

3 Legal name of the ownership company / sole proprietor (not the dba unless it is the same; individual locations will be listed later):  
\_\_\_\_\_

4 Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

5 Phones / FAX: \_\_\_\_\_  
Business HQ / Owner Phone FAX Number Alternate Phone

6 Contact email address: \_\_\_\_\_

7 Enter your Federal Employer's Identification Number (FEIN), if any: \_\_\_\_\_

8 Indicate how your business is owned.

- Sole Proprietorship
- General Partnership
- Corporation /Non-profit
- Limited Partnership
- Limited Liability Company (LLC)
- Oklahoma LLC
- Foreign LLC
- Other (please explain) \_\_\_\_\_

9 Instant Ticket Settlement Options

SELECT ONLY ONE OF THE FOLLOWING THREE OPTIONS\* FOR SETTLEMENT (INVOICING) OF INSTANT TICKETS

- a. Option 1: 80% of low-tier prizes cashed or 30 days from activation of the pack for sale.
- b. Option 2: 21 days from activation of the pack for sale.
- c. Option 3: Forced settlement - settled immediately on activation of the pack for sale.

\*Read Part 1, Retailer Contract Requirements for full detailed explanation of each option.

10 Is your business Tribal-owned or on Tribal-owned land?  Yes  No If yes, stop. See instructions on how to proceed.

11 List all owner(s), partners, officers and / or directors of your business\* (attach additional sheets as necessary):

NOTE: EACH INDIVIDUAL LISTED BELOW MUST COMPLETE A SEPARATE PART 3, DISCLOSURES BY OWNERS

	First Name	Middle Name	Last Name
1)	.....	.....	.....
2)	.....	.....	.....
3)	.....	.....	.....
4)	.....	.....	.....
5)	.....	.....	.....

\*Owners = "owners", "partners", "officers", LLC "members", and/or "directors" of the applicant's business.

12 This form was completed by:

Type or print your full name: \_\_\_\_\_

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

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

# OKLAHOMA LOTTERY COMMISSION

## LOTTERY RETAILER SALES CONTRACT APPLICATION

### Part 3 - Disclosures by Owner(s) - must be notarized

(for OLC use only)

**First Name (Print Name)** \_\_\_\_\_ **Middle Name** \_\_\_\_\_ **Last Name** \_\_\_\_\_  
 - - / /  
**SSN:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **Home Phone Number** \_\_\_\_\_ **Mobile Phone Number** \_\_\_\_\_  
**Home Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State / Zip Code** \_\_\_\_\_

- 1 Have you ever been required to file state taxes in Oklahoma? yes no. If "yes", address the rest of this question. If "no" go to question 2. Are you current in filing all applicable tax returns to the State of Oklahoma and in payment of all taxes, interest, and penalties owed to the State of Oklahoma? Exclude items under formal appeal pursuant to applicable statutes. An applicant who has entered into and is abiding by a payment agreement with the Oklahoma tax Commission shall be deemed current in payment of such taxes, penalties and interest. yes no
- 2 Have you been convicted of a criminal offense related to the security or integrity of the lottery in this or any other jurisdiction? OR are you awaiting sentencing on a plea of guilt or nolo contendere for such an offense? yes no
- 3 Have you been convicted of any illegal gambling activity, false statements, false swearing, or perjury in this or any other jurisdiction? OR are you awaiting sentencing on a plea of guilt or nolo contendere to such an offense? yes no
- 4 Have you been convicted of any crime punishable by more than one (1) year of imprisonment or a fine of more than One Thousand Dollars (\$1,000.00) or both? OR are you awaiting sentencing on a plea of guilt or nolo contendere to such a crime? yes no
- 5 If you answered "yes" to number 4, have your civil rights been restored and has five (5) years elapsed from the date of completion of the sentence without a subsequent conviction of any crime mentioned in this eligibility section? yes no
- 6 Have you violated the provisions of the Oklahoma Education Lottery Act, or any rule, policy, or procedure of the Oklahoma Lottery Commission within the last ten (10) years? yes no
- 7 Are you a vendor or an employee or agent of a vendor doing business with the Lottery Commission? OR, do you reside in the same household as the executive director, any board member, or any employee of the Lottery Commission? yes no
- 8 Have you made a false statement to the Lottery Commission knowing such statement to be false? yes no
- 9 In your business, will you be selling merchandise or services other than lottery tickets? yes no

10 If you answered "yes" to question 2, explain your answer here:  
 \_\_\_\_\_  
 (Attach additional sheet if necessary)

11 If you answered "yes" to any one of questions 3, 4, 5, 6, 7 or 8 explain your answer(s) here:  
 \_\_\_\_\_  
 (Attach additional sheet if necessary)

I hereby certify that the information I have provided above is true and complete. I have read and agree to comply with all terms and conditions of the Oklahoma Lottery Commission's Lottery Retailer Sales Contract Requirements and acknowledge that Parts 1, 2, 3, 4, 5 and 8 of the Oklahoma Lottery Commission Lottery Retailer Sales Contract Application comprise the Oklahoma Lottery Retailer Contract. I authorize OLC to conduct or cause to be conducted investigations into my financial records, credit history, criminal offenses, civil, criminal and regulatory actions and allegations, and any other matter pertaining to this application and the authenticity of the statements made herein, including information of a confidential or privileged nature. I hereby authorize any individual, governmental or private entity to release and provide to the OLC or its designees any information relating to such an investigation. I hereby release the OLC, its officers, directors, employees and agents, and any individual, governmental or private entity from any liability arising out of the investigation and release of information authorized herein. Any duplicate, copy or photocopy of this release and authorization shall be binding and valid.

State of: \_\_\_\_\_; County of: \_\_\_\_\_

On this date: \_\_\_\_\_, this document was signed in my presence and I verified the signer's identity by  State picture ID,  Federal picture ID,  passport, or through  personal knowledge of the person's identity.

Notary Signature: \_\_\_\_\_  
 Notary Printed/Typed Name \_\_\_\_\_  
 and Phone Number: \_\_\_\_\_

My Commission Expires/Notary Number: \_\_\_\_/\_\_\_\_/\_\_\_\_; # \_\_\_\_\_

\_\_\_\_\_  
**Signature of Owner, Partner, Officer or Director Named above**

**NOTARY STAMP**

(for OLC use only)

# OKLAHOMA LOTTERY COMMISSION

## LOTTERY RETAILER SALES CONTRACT APPLICATION

### Part 4 - Business Locations

This form is to be completed for each retail location you want to sell lottery tickets.  
Complete and attach additional pages as needed.

1 \_\_\_\_\_  
a. Legal name of the business: (same Name used on Part 2, Line 3) \_\_\_\_\_ b. Projected Opening Date \_\_\_\_\_  
2 Number of business locations included in this application: (complete a separate Part 4 for each location) \_\_\_\_\_

3 Name of Location (dba): \_\_\_\_\_

4 Physical Address / Location: \_\_\_\_\_  
City: \_\_\_\_\_ State: **OK** County: \_\_\_\_\_ Zip: \_\_\_\_\_

5 Mailing Address (see instructions): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6 Store Phone #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_

7 Name of Your Manager: \_\_\_\_\_

8 Manager's Phone Number: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

9 Type of Business at this location:

<input type="checkbox"/> Convenience Store & Gas	<input type="checkbox"/> Grocery Store / Market	<input type="checkbox"/> General Merchandise	<input type="checkbox"/> Service
<input type="checkbox"/> Convenience Store w/o Gas	<input type="checkbox"/> Service Station	<input type="checkbox"/> News / Tobacco	<input type="checkbox"/> Drug Store
<input type="checkbox"/> Restaurant/Bar/Lounge	<input type="checkbox"/> Liquor Store	<input type="checkbox"/> Other (specify): _____	

10 Where is this business located:

<input type="checkbox"/> Stand Alone Building	<input type="checkbox"/> Strip Shopping Center	<input type="checkbox"/> Mall	<input type="checkbox"/> Office Building
<input type="checkbox"/> Kiosk	<input type="checkbox"/> Other: _____		

11 # of employees at this location: \_\_\_\_\_

12 # of parking spaces at this location: \_\_\_\_\_

13 If this location is insured, attach a copy of the Certificate of Insurance from your insurance agent.

I do not carry insurance coverage  
 A copy of the Certificate of Insurance is attached

OLC use only:

**OKLAHOMA LOTTERY COMMISSION**  
**LOTTERY RETAILER SALES CONTRACT APPLICATION**  
**Part 5 – Electronic Funds Transfer Authorization**

(for OLC use only)

INSTRUCTIONS: The Retailer must establish a separate electronic funds transfer (EFT) bank account for the preservation and transfer of lottery funds. The separate bank account must be specified “IN TRUST FOR THE OKLAHOMA LOTTERY COMMISSION.” The Retailer’s depository institution must confirm the establishment of the Oklahoma Lottery Commission Trust Account by signing in the space below. The Retailer may NOT use their business account in lieu of this requirement.

1. Legal Name of the Business: \_\_\_\_\_

2. RETAILER REPRESENTATION AND AUTHORIZATION: I hereby authorize the OLC to initiate debit and credit entries in any available and appropriate amount to the account at the depository financial institution named below. I acknowledge that the origination of ACH transactions to the account must comply with the provision of U.S. law. I hereby further authorize and direct the depository institution named below to release any information regarding such account, including, but not limited to, account balance information, payment history, overdraft information and access to online viewing of account information to the OLC upon request by an authorized representative of the OLC. My authorization is given in accordance with subsection (e)(2) of Section 6802 of the “Gramm-Leach-Bliley Act of 1999” (15 U.S.C.A 6802) and shall remain in effect during the term of my contract with OLC. Retailer agrees that it shall receive and hold in trust all proceeds from any sale of tickets, lottery funds, or revenues derived from being a licensed OLC Retailer (the “Trust Revenue”). Retailer agrees it is prohibited from commingling the Trust Revenue with its own property or funds. If retailer generated funds and revenue are commingled with Trust Revenue, Retailer agrees that all commingled proceeds and other property shall be impressed with a trust in favor of the OLC in an amount equal to the amount of the Trust Revenue due the OLC. The trust relationship created hereby is both contractual and statutory. The Trust Revenue, as trust funds, do not constitute “property of the estate” as described in 11 U.S.C. § 541 and retailer agrees that whenever a retailer receives proceeds from the sale of lottery tickets or shares in the capacity of a lottery retailer becomes insolvent or dies insolvent, the proceeds in any account established pursuant to this authorization due to the OLC from the person or the estate of the person shall have preference over all debts or demands. **I CONSENT THAT THIS REPRESENTATION AND AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL WRITTEN CONFIRMATION OF A BANK AND/OR ACCOUNT CHANGE IS RECEIVED BY OLC OR UNTIL 30 DAYS FOLLOWING TERMINATION OF THE LOTTERY RETAILER CONTRACT. I HAVE ATTACHED TO THIS FORM FOR THE ACCOUNT REFERENCED ABOVE A DEPOSIT SLIP OR DOCUMENT ON BANK LETTERHEAD THAT HAS BOTH THE ABA ROUTING NUMBER AND BANK ACCOUNT NUMBER.**

**TO BE COMPLETED BY APPLICANT**

a. Authorized Business Signature: \_\_\_\_\_ Date: \_\_\_\_\_

b. Title of Authorized Representative of Business: \_\_\_\_\_

3. DEPOSITORY INSTITUTION ACKNOWLEDGMENT: The above account has been established “**IN TRUST FOR THE OKLAHOMA LOTTERY COMMISSION.**” We acknowledge that our customer, the Retailer, has opened an account with us as provided above for the Oklahoma Lottery Commission (OLC) and has directed us to provide information concerning the above referenced account to the OLC upon request by an authorized representative of the OLC. We further acknowledge that the Retailer has directed us to provide this information to OLC pursuant to the consent granted in part 2 above and the Retailer has authorized the OLC staff to contact our representative listed below to verify this information.

**TO BE COMPLETED BY BANKING INSTITUTION REPRESENTATIVE**

c. Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_

d. Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

e. EFT Bank Account Number: \_\_\_\_\_ EFT Bank Route Transit Number: \_\_\_\_\_  
(no temporary account numbers)

f. Depository Institution Representative’s name (print): \_\_\_\_\_

g. Title: \_\_\_\_\_ Phone: \_\_\_\_\_

h. Signature of Depository Institution Representative: \_\_\_\_\_

# OKLAHOMA LOTTERY COMMISSION

## LOTTERY RETAILER SALES CONTRACT APPLICATION

### Part 7 - Minority Business Information - Voluntary

**This request is solely for the purpose of complying with the Act -- Response is voluntary**

Is your business a minority business as defined in the Oklahoma Education Lottery Act (Section 703 of Title 3A of the Oklahoma Statutes, listed below).

yes

no

If "yes", indicate the type of minority business by checking the appropriate category(ies) below.

"Minority business" is any business which is owned by:

- a. an individual who is a member of a minority who reports as the personal income of the individual for Oklahoma income tax purposes the income of the business;
- b. a partnership in which a majority of the ownership interest is owned by one or more members of a minority who report as their personal income for Oklahoma income tax purposes more than fifty percent (50%) of the income of the partnership, or
- c. a corporation organized under the laws of this state in which a majority of the common stock is owned by one or more members of a minority who report as their personal income for Oklahoma income tax purposes more than fifty percent (50%) of the distributed earnings of the corporation.

Check if appropriate:  **Woman owned business**

#### **Check all that apply:**

\_\_\_\_ **Hispanic or Latino** – All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race (**NOTE:** If you check this category, please **DO NOT** select from the racial list below. You have completed this form).

\_\_\_\_ **Black or African American** (Not of Hispanic origin) – All persons having origins in any of the black racial groups of Africa.

\_\_\_\_ **Native Hawaiian or Other Pacific Islander** (Not Hispanic or Latino) – All persons having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

\_\_\_\_ **Asian** (Not Hispanic or Latino) – All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

\_\_\_\_ **American Indian or Alaskan Native** (Not Hispanic or Latino) – All persons having origins in any of the original peoples of North or South America and who maintain cultural identification through tribal affiliation or community attachment.

**This information is submitted voluntarily, will be kept confidential, will be exclusively utilized for EEO statistical gathering and compliance purposes, and will not influence the application or hiring process.**

Thank you.

**OKLAHOMA LOTTERY COMMISSION**  
**LOTTERY RETAILER SALES CONTRACT APPLICATION**  
**Part 8 - Authorization to Install / Remove Lottery Communications Equipment**

- Use a separate Part 8 for each different building owner; print and attach additional sheets as needed
- Each location listed in Part 2 must be covered by a Part 8 to allow equipment installation

-Legal Name of Ownership Company / Sole Proprietor \_\_\_\_\_

**Building Owner Authorization for Installation**

I acknowledge ownership of the business building(s) listed below. I authorize the Oklahoma Lottery Commission's vendor, Scientific Games International, Inc.(SGI), or contractors hired by SGI to install and remove when needed, any necessary telecommunications equipment and cabling at these business building(s).

*{NOTE to OWNER: If Scientific Games International, Inc. or its contractor determines that some other method of communications must be used, you may be contacted for additional information}*

Landlord/Owner:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Signature of Authorized Representative** **Date**

\_\_\_\_\_  
**Printed Name of Authorized Representative** **Title**

\_\_\_\_\_  
**Telephone Number of Authorized Representative**

\_\_\_\_\_  
**Street Address of Landlord**

\_\_\_\_\_  
**City, State, & Zip Code of Landlord**

Building Locations:

- 1. Name (dba):** \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Printed Name/Title of Contact Person \_\_\_\_\_  
Phone Number of Contact Person \_\_\_\_\_
- 2. Name (dba):** \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Printed Name/Title of Contact Person \_\_\_\_\_  
Phone Number of Contact Person \_\_\_\_\_
- 3. Name (dba):** \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Printed Name/Title of Contact Person \_\_\_\_\_  
Phone Number of Contact Person \_\_\_\_\_