LOTTERY RETAILER LICENSE AGREEMENT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LOTTERY DIVISION
SFN 59594 (06-2026)

Print Name of Authorized Retailer Representative	Title			
Legal Name of Retailer				
Address	City	County	State	ZIP Code

Scope and Term of Agreement:

1. This Retailer License Agreement (Agreement) is between the "Retailer" and "North Dakota Lottery" (Lottery) and governs the retailer's lottery activity.
2. This Agreement is effective when the Lottery executes it and will be in effect through September 30, 2027, unless the Retailer's license is relinquished, suspended, or revoked.
3. The terms of this Agreement are in addition to the provisions of the Lottery law and rules.

The Retailer Agrees:

1. To comply with and instruct its employees on this Agreement and the Lottery law and rules;
2. To comply with the Lottery's Retailer fraud policy regarding retailer dishonesty involving redemption of players' winning tickets or any other act that causes financial harm to a player;
3. That a civil or criminal offense committed by the Retailer involving the sale or redemption of a ticket that causes financial harm to the Lottery or player is the Retailer's responsibility;
4. To function as an independent contractor of the lottery;
5. To control and supervise its employees selling and redeeming tickets;
6. To be fully responsible and accountable for its employees' conduct;
7. To immediately report to the North Dakota Lottery any lost, stolen, or previously cashed winning ticket, altered or counterfeit ticket, misplaced or stolen ticket stock, or any other Lottery related unlawful activity, and to cooperate with any investigation of the same;
8. That all tickets issued by the terminal and not sold are deemed to be bought and owned by the Retailer. No ticket may be canceled;
9. If a Retailer's employee prints a Lottery ticket for personal use and does not pay for the ticket, the Retailer is responsible for the value of the ticket to the Lottery;
10. To sell tickets only on the site referenced on the license or where the Lottery authorizes;
11. To make the purchase of tickets readily accessible to the public;
12. To be accessible to individuals with disabilities as may be required under Title III of The Americans with Disabilities Act;
13. To explain the games to customers;
14. Not to condition the sale of a ticket on the purchase of any item or service, or impose any unauthorized restriction on the sale of a ticket;
15. That its employees will not request or demand a gratuity or other remuneration from a player in exchange for performing any obligation required by the Agreement;
16. To provide sufficient counter space for the terminal, its debit card reader and accessories, an easily accessible area for the player self-service ticket checker/play slip holder, a highly visible space for both the Lottery In Motion monitored and LED Jackpot Alert sign;

17. To permit the Lottery's vendor to install all necessary equipment to operate the terminal;
18. To locate the terminal at a point of purchase approved by the Lottery or its vendor;
19. To provide a dedicated circuit exclusively for the Lottery terminal;
20. Not to modify or dispose of any supplies or equipment provided by the Lottery;
21. To immediately notify the Lottery's vendor of any communication, malfunction, or "out of order" condition of the terminal;
22. To maintain a minimum average level of sales of $250 per week;
23. If requested by the Lottery, to provide a security deposit in an amount set by the Lottery if the Retailer does not maintain a favorable credit history or has an NSF sweep;
24. If requested by the Lottery, to maintain a separate bank account for EFT transactions;
25. To redeem winning tickets of less than $600 based on the Retailer's cashing policy;
26. To post all of the Lottery's signage and point-of-sale items in the window or near the terminal as prescribed by the Lottery;
27. To abide by the Lottery's promotional and advertising policies and rules;
28. Not to use the Lottery's logo, slogan, or name without the Lottery's authorization;
29. Not to display or publish Lottery-related items that may be derogatory or adverse to the operation or dignity of the Lottery;
30. That the Lottery's decision to suspend, revoke, or not renew a Retailer's license is final;
31. That the Lottery may remove all Lottery-related equipment, signage, and supplies owned by the Lottery or its vendor during the Retailer's normal business hours following a suspension, revocation, or non-renewal of the Retailer's license;
32. That it will be liable for all costs incurred by the Lottery in enforcing the Agreement or in collecting any amount due to the Lottery from the Retailer, including attorney fees; and
33. That the Retailer may relinquish its license at any time upon notifying the Lottery.

The Lottery Agrees:

1. To pay the Retailer a commission of 5% of the value of tickets or subscriptions sold;
2. To pay the Retailer a bonus for large-tier prizes as prescribed by the Lottery administrative rules;
3. To reimburse the Retailer for prizes that were properly validated and paid by the retailer;
4. To provide the Retailer with point-of-sale items, ticket stock, and other necessary supplies;
5. To provide the Retailer with a terminal and all other necessary equipment and pay ongoing maintenance costs, other than cost of electricity; and
6. To provide assistance with marketing, promotional ideas, and in-store promotions.

The retailer acknowledges that it has read, understands, and agrees to this Agreement and that failure to comply with any term of this Agreement is a breach of this Agreement for which the Lottery may suspend or revoke the Retailer's license or pursue other remedy.

Retailer Authorized Representative Signature	Date
Lottery Director Signature	Date