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ITEMS TO NOTE
WHEN COMPLETING THE INSTANT BINGO
FUNDRAISING CONTRACT FOR THE 2013 BINGO APPLICATION

Effective Date listed in paragraph 1 on page 1 – this date has to be a date on or after January 1, 2013. Any contract with a date listed prior to January 1, 2013 will be returned and we will ask for a new contract with the correct date, *which will delay licensing.*

Section H – Notices – this section must be completed in its entirety or the contract will be returned, *which will delay licensing.*

Acknowledgement by Agents/Employees – this section must be completed and all individuals listed *must be* on Attachment C of the bingo application or the contract will be returned, *which will delay licensing.*

Please note that failure to file a contract which is NOT complete and accurate will result in an updated contract being required AND a delay in licensing your organization.

INSTANT BINGO FUNDRAISING CONTRACT

This Instant Bingo Fundraising Contract is entered into between _____ (Lessor/Owner, hereinafter referred to as "Fundraiser") and _____ (hereinafter referred to as "Charitable Organization") and is effective the _____ day of_____, 2_____.

Charitable Organization desires to conduct instant bingo at:

_____
(Name Location is known by, if any)

_____
(Street Address of Location) (County)

_____
(City, State and Zip Code of Location)

(hereinafter referred to as "Location") which is owned or leased by Fundraiser.

The purpose of this Contract is to allow Fundraiser to assist in the conduct of instant bingo for Charitable Organization, so that Charitable Organization may use said funds for the charitable purposes of Charitable Organization in accordance with Section 2915.101 of the Ohio Revised Code.

A. Representations and Warranties.

(1) Charitable Organization represents and warrants that it is eligible to conduct instant bingo under Chapter 2915 of the Ohio Revised Code, and that it will obtain a license to conduct instant bingo at the Location from the Office of the Attorney General before conducting any instant bingo at the Location. Charitable Organization further represents and warrants that it is in good standing in accordance with any rules promulgated by the Office of the Attorney General pursuant to Section 2915.08(J) of the Ohio Revised Code.

(2) Fundraiser desires to assist Charitable Organization in the conduct of instant bingo at the Location. Fundraiser warrants and represents that neither it nor any of its officers, agents or employees who will assist in conducting instant bingo have been convicted of any gambling offenses or felonies in any jurisdiction. In the event that this Contract is effective on or after July 1, 2004, Fundraiser further represents and warrants that no distributors that have been licensed pursuant to Section 2915.081 of the Ohio Revised Code have any direct or indirect ownership interest in the premises that constitute the Location.

B. Obligations of Charitable Organization.

(1) Charitable Organization will comply with the requirements of Chapter 2915 of the Ohio Revised Code, and any rules adopted by the Office of the Attorney General pursuant to said Chapter. In particular, Charitable Organization will comply with the requirements of divisions (A)(1) (relating to possession of equipment used to conduct bingo), (A)(2) (relating to use of gross receipts from bingo), and (A)(3) (relating to use of profits derived from bingo), of Section 2915.09 of the Ohio Revised Code.

(2) Charitable Organization will comply with the requirements of Chapter 1716 of the Ohio Revised Code (relating to registration and requirements for charitable solicitations), and any rules adopted by the Office of the Attorney General pursuant to said Chapter.

(3) Charitable Organization will comply with the requirements of Section 109.23 *et seq*. of the Ohio Revised Code (relating to registration and requirements for charitable trusts), and any rules adopted by the Office of the Attorney General pursuant to said Sections.

(4) Charitable Organization will obtain a license to conduct instant bingo at the Location from the Office of the Attorney General. Charitable Organization understands that submitting any false information relating to the issuance of a license to conduct instant bingo to the Office of the Attorney General is a criminal offense.

(5) Charitable Organization will display its bingo license, and the serial number of each deal of instant bingo tickets or cards to be sold, conspicuously at the Location.

(6) Charitable Organization will not conduct instant bingo on any day, at any time, or at any premises not specified on its license(s) issued pursuant to Section 2915.08 of the Ohio Revised Code.

(7) Charitable Organization will not conduct instant bingo at any time when the primary source of retail income from all commercial activity at the Location is the sale of instant bingo tickets.

(8) Charitable Organization will purchase all instant bingo supplies only from distributors that have been duly licensed by the Office of the Attorney General in accordance with Section 2915.081 of the Ohio Revised Code, or that have met the requirements of 124 H.B. 512, Section 4, as amended by 125 H.B. 95.

(9) Charitable Organization will not permit any distributor from which it purchases instant bingo supplies to donate, give, loan, lease, or otherwise provide any bingo supplies or equipment to Charitable Organization conditioned on or in consideration for an exclusive right to provide bingo supplies to Charitable Organization.

(10) Charitable Organization will not pay any kickback, bribe, or undocumented rebate, directly or indirectly, overtly or covertly, in cash or in kind, to any distributor or manufacturer of bingo supplies, in return for receiving bingo supplies.

(11) Charitable Organization will not sell or provide any instant bingo ticket or card for a price different from the price printed on it by the manufacturer.

(12) Charitable Organization will not sell any instant bingo tickets to a person under eighteen years of age.

(13) Charitable Organization will not allow any person under the age of eighteen to work as a bingo game operator.

(14) Charitable Organization will not allow any person whom it knows or should know has been convicted of a felony or gambling offense in any jurisdiction to be a bingo game operator in the conduct of instant bingo.

(15) Charitable Organization will not pay, or allow any auxiliary unit or society of the Organization to pay, any compensation to a bingo game operator for conducting instant bingo, or for preparing, selling, or serving food or beverages at the site of any instant bingo.

(16) Charitable Organization will not pay fees to any person for any services performed in relation to the conduct of an instant bingo game, except as provided in division (D) of section 2915.093 of the Revised Code.

(17) Charitable Organization will not pay fees to any person who provides refreshments to the participants in an instant bingo game.

(18) Charitable Organization will not allow instant bingo tickets or cards to be sold to bingo game operators who are performing work or labor at any premises, including the Location, where instant bingo is being conducted. In the event that Fundraiser holds a D permit as described in division (B) of Section 4301.03 of the Ohio Revised Code for the Location, Charitable Organization will not allow instant bingo tickets or cards to be sold to any employees of Fundraiser who are working at a premises at which instant bingo tickets or cards are sold.

(19) Charitable Organization will, once it opens a deal of instant bingo tickets or cards, continue to sell the tickets or cards in that deal until the tickets or cards with the top two highest tiers of prizes in that deal are sold. Charitable Organization will keep all unsold instant bingo tickets for at least three years.

(20) Charitable Organization will not purchase, lease, or use any slot machine.

(21) Charitable Organization will maintain the records required under Section 2915.10 of the Ohio Revised Code for at least three years from the date on which the instant bingo is conducted, as follows:

(a) An itemized list of the gross receipts of each game of instant bingo by serial number;

(b) An itemized list of all expenses for the purchase of instant bingo supplies that are incurred in conducting the instant bingo, the name of each person to whom the expenses are paid, and a receipt for all of the expenses;

(c) A list of the total prizes awarded during each instant bingo game by serial number, and the name, address and social security number of all persons who are winners of prizes of six hundred dollars or more in value;

(d) An itemized list of the recipients of the net profit of the instant bingo, including the name and address of each recipient to whom the money is distributed, and if Charitable Organization uses the net profit of the instant bingo for any charitable or other purpose set forth in division (Z) of Section 2915.01, division (D) of Section 2915.02, or Section 2915.101 of the Ohio Revised Code, a list of each purpose and an itemized list of each expenditure for each purpose; and

(e) If Charitable Organization sells food or beverages at the Location, an itemized list of all expenses incurred at each game of instant bingo conducted by Charitable Organization at the Location in the sale of food and beverages by Charitable Organization or by an auxiliary unit or society of Charitable Organization, the name of each person to whom the expenses are paid, and a receipt for all of the expenses.

Charitable Organization will maintain the records identified in this Paragraph (B)(21) at its principal place of business in Ohio or at its headquarters in Ohio and will notify the Office of the Attorney General of the location at which those records are kept.

(22) Charitable Organization will deposit the gross profit from each instant bingo game conducted at the Location into a checking account (hereinafter the “Game Account”)

devoted exclusively to Charitable Organization's bingo as defined in Section 2915.01(S)(2) of the Ohio Revised Code. Charitable Organization will make all payments for allowable expenses for the purchase of instant bingo supplies incurred in conducting the instant bingo at the Location and payments to charitable recipients only by checks or electronic funds transfer drawn on the Game Account.

(23) Charitable Organization will conduct and record an inventory of all of its bingo supplies as of the first day of November of each year that this Contract is in effect.

(24) Charitable Organization will distribute the proceeds from the gambling activities conducted pursuant to this Contract in accordance with the requirements of Section 2915.101 of the Ohio Revised Code.

(25) Prior to the effective date of this Contract, Charitable Organization will inform the Attorney General that it has entered into this Contract, and will provide an executed copy of this Contract to the Office of the Attorney General.

C. <u>Obligations of Fundraiser</u>.

(1) Fundraiser will cooperate with Charitable Organization in providing any information necessary for Charitable Organization to obtain a license to conduct instant bingo at the Location from the Office of the Attorney General. Fundraiser understands that submitting any false information relating to the issuance of a license to conduct instant bingo to the Office of the Attorney General is a criminal offense.

(2) Fundraiser will comply with the requirements of Chapter 2915 of the Ohio Revised Code, and any rules adopted by the Office of the Attorney General pursuant to said Chapter.

(3) Fundraiser will comply with the requirements of Chapter 1716 of the Ohio Revised Code (relating to registration and requirements for charitable solicitations), and any rules adopted by the Office of the Attorney General pursuant to said Chapter.

(4) Fundraiser will display Charitable Organization's bingo license, and the serial number of each deal of instant bingo tickets or cards to be sold, conspicuously at the Location.

(5) Fundraiser will not assist in the conduct of instant bingo on any day, at any time, or at any premises not specified on Charitable Organization's license issued for the Location pursuant to Section 2915.08 of the Ohio Revised Code.

(6) Fundraiser will not conduct instant bingo at any time when the primary source of retail income from all commercial activity at the Location is the sale of instant bingo tickets.

(7) Fundraiser will pay Charitable Organization the full gross profit for each deal of instant bingo tickets in return for each deal of instant bingo tickets purchased for sale at the Location.

(8) Following payment of the full gross profit to Charitable Organization for each deal of instant bingo tickets, Fundraiser may retain the money that it receives for selling the instant bingo tickets, provided that after the deal has been sold, Fundraiser will pay Charitable Organization the value of any unredeemed instant bingo tickets remaining in the deal of instant bingo tickets.

(9) Fundraiser will not sell or provide any instant bingo ticket or card for a price different from the price printed on it by the manufacturer on either the instant bingo ticket or card or on the game flare.

(10) Fundraiser will not sell any instant bingo tickets to a person under eighteen years of age.

(11) Fundraiser will not allow any person under the age of eighteen to work as a bingo game operator, including preparing, selling or serving food or beverages at the Location during licensed hours.

(12) Fundraiser will not allow any person whom it knows or should know has been convicted of a felony or gambling offense in any jurisdiction to be a bingo game operator in the conduct of instant bingo.

(13) Fundraiser will not allow instant bingo tickets or cards to be sold to bingo game operators who are performing work or labor at the Location. In the event that Fundraiser holds a D permit as described in division (B) of Section 4301.03 of the Ohio Revised Code for the Location, Fundraiser will not allow instant bingo tickets or cards to be sold to any employees of Fundraiser who are working at a premises at which instant bingo tickets or cards are sold.

(14) Fundraiser will, once it opens a deal of instant bingo tickets or cards, continue to sell the tickets or cards in that deal until the tickets or cards with the top two highest tiers of prizes in that deal are sold. Fundraiser will assist Charitable Organization in keeping all unsold instant bingo tickets for at least three years.

(15) Fundraiser will not purchase, lease or use any slot machine.

(16) Fundraiser will not pay fees to any person for any services performed in relation to the conduct of an instant bingo game.

(17) Fundraiser agrees that all agents, board members, officers or employees who perform work or labor at the Location will be advised of the terms of this Contract. Obtaining the signatures of such persons on copies of this Contract together with the written date on which said signature is affixed, and transmitting a true and authentic copy of such signed, dated copies to Charitable Organization prior to the commencement of any such work or labor by said agents, board members, officers or employees will satisfy the requirements of this paragraph.

(18) Fundraiser will assist Charitable Organization in maintaining the records required under Section 2915.10 of the Ohio Revised Code for at least three years from the date on which the bingo is conducted. For those records which are accumulated at the Location during the instant bingo, Fundraiser will compile the required records and promptly transmit those records to Charitable Organization.

D. <u>Acknowledgements of the Parties</u>.

(1) Charitable Organization acknowledges that it is under an obligation to promptly report to the Office of the Attorney General any conduct by Fundraiser or its agents, board members, officers or employees that violates Chapter 2915 of the Ohio Revised Code.

(2) Fundraiser acknowledges that Charitable Organization is under an obligation to promptly report to the Office of the Attorney General any conduct by Fundraiser or its agents, board members, officers or employees that violates Chapter 2915 of the Ohio Revised Code.

(3) Fundraiser acknowledges that Charitable Organization may not pay any expenses incurred in the conduct of instant bingo other than the ordinary, necessary, and reasonable expense expended for the purchase of instant bingo supplies and up to six percent of the total gross receipts of any deal of instant bingo tickets for the purpose of reimbursing the owner or lessor for the following expenses:

i. Audits and accounting services;

ii. Safes;

iii. Cash registers;

iv. Hiring security personnel;

v. Advertising bingo;

vi. Payment of real property taxes and assessments that are levied on a premises on which bingo is conducted; and

vii. Percentage of the Fundraiser's rent allocated to the location where instant bingo is conducted.

Payments to the Fundraiser by Charitable Organization shall not exceed six per cent of the total gross receipts of any deal of instant bingo tickets. Fundraiser will provide Charitable Organization an itemized invoice for expenses and Charitable Organization shall pay all expenses by check or electronic funds transfer drawn on Charitable Organization's Game Account. Fundraiser and Charitable Organization acknowledge that no other payments for goods or services provided in relation to the conduct of instant bingo may be made, directly or indirectly, to Fundraiser from bingo proceeds or from other assets of Charitable Organization.

(4) Fundraiser understands and acknowledges that in performing the gambling activities contemplated by this Contract, it and its agents, board members, officers and employees who perform such activities will be acting as agents of Charitable Organization and will hold fiduciary responsibilities to Charitable Organization and its charitable beneficiaries and purposes.

E. <u>Termination</u>.

(1) Either party may voluntarily terminate this contract upon 30 days prior notice for any reason whatsoever. Either party may immediately terminate this contract if the other party has breached any provisions of this contract. The following events shall be deemed to be a breach of the obligations hereunder provided, however, said list shall not be deemed to be all inclusive:

(a) Any failure by the other party to timely perform its obligations hereunder;

(b) The other party shall cease doing business, file for protection under any state or federal bankruptcy or similar laws, make an assignment for the benefit of its creditors, or a receiver, trustee, liquidator or conservator has been appointed over that party.

(2) In the event of any early termination or the natural expiration of the contract, Charitable Organization shall be given immediate ownership and possession of all records or unsold inventory in the possession of Fundraiser pursuant to this contract.

(3) In the event of any early termination of this Contract, Charitable Organization shall promptly notify the Attorney General that the Contract has been terminated.

F. <u>Miscellaneous</u>.

This document constitutes the entire agreement between the parties. Neither party may modify or amend the terms of this contract. Neither this Contract nor any rights, duties or obligations described herein will be assigned by either party hereto. This Contract shall be construed under and in accordance with the laws of the State of Ohio.

G. Duration.

This contract is effective on the date indicated above, after execution by all signatories hereto, and shall continue in effect until December 31 of the year in which it is first effective.

H. Notices.

Any notice required to be given under this contract shall either be hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, addressed to a party at its address below or such other address as said party shall designate in writing sent in accordance with this paragraph.

IN WITNESS WHEREOF, the parties have executed this Instant Bingo Fundraising Contract to become effective as of the day and year first written above.

_____	_____
Name of Charitable Organization	Name of Fundraiser
By: _____	By: _____
(Signature)	(Signature)
_____	_____
Typed Name of Signatory	Typed Name of Signatory
_____	_____
Title of Signatory	Title of Signatory
_____	_____
_____	_____
_____	_____
Address of Charitable Organization	Address of Fundraiser
_____	_____
Tax I.D. #	Soc. Sec. # or Tax I.D. #
Dated:_____, 2_____	Dated:_____, 2_____

Acknowledgment by Agents/Employees

The following Agents/Employees of Fundraiser acknowledge having reviewed and understood the terms of the Instant Bingo Fundraising Contract between _____ (Fundraiser") and

_____ (Charitable Organization).

Signature of Agent/Employee	Typed Name	Date
Signature of Agent/Employee	Typed Name	Date
Signature of Agent/Employee	Typed Name	Date
Signature of Agent/Employee	Typed Name	Date
Signature of Agent/Employee	Typed Name	Date
Signature of Agent/Employee	Typed Name	Date
Signature of Agent/Employee	Typed Name	Date
Signature of Agent/Employee	Typed Name	Date
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