

FOR KLC USE ONLY  
KLC Rep. \_\_\_\_\_ No. \_\_\_\_\_ Date Rec. \_\_\_\_\_  
Date approved by Reg. Manager \_\_\_\_\_

\_\_\_\_\_  
Retailer # (Assigned by KLC Licensing Dept.)

(Signature of Regional Manager) Note: Execution of this Application by the Regional Manager does not indicate acceptance of the application by the KLC

## KENTUCKY LOTTERY CORPORATION RETAILER APPLICATION



1. Legal Name of Business: \_\_\_\_\_  
DBA or Other Name(s) by Which Business is Known: \_\_\_\_\_  
Address of Sales Location: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Sales Location Phone Number: \_\_\_\_\_ Sales Location Fax Number: \_\_\_\_\_

Business Mailing Address (if different): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Business Phone Number: \_\_\_\_\_ Business Fax Number: \_\_\_\_\_  
Federal Employer I.D. Number: \_\_\_\_\_ KY Sales Tax Number: \_\_\_\_\_

2. Is Your Business (*check one*)\*\*

- Sole Proprietorship       Partnership       Corporation  
 Limited Liability Company (LLC)  
    If LLC, tax election (*check one*):     corporation     sole proprietorship     partnership  
 Other (Specify) \_\_\_\_\_

**\*\*All individuals of business types listed above, must complete Attachment A – Personal Data Sheet**

State of Incorporation, Formation of Partnership or LLC: \_\_\_\_\_  
(Attach a copy of a current Certificate of Registration with Kentucky Secretary of State)

3. Application is for (*Check one*):

- New Retailer  
 New Owner(s) of Existing Retailer (**\*Note: Proof of Conveyance will be required**)  
 Partial Change in Ownership of Existing Retailer (**\*Note: Proof of Conveyance will be required**)  
 Change in Location of Existing Retailer

**\* One of the following should be provided for Proof of Conveyance: (1) Bill of Sale; (2) Closing Documents; (3) Lease; or (4) Attachment B**

4. Applicant requests to sell: (*check all that apply*)     On-line     Scratch-offs

5. Licensing Fees:

- Application Fee                      \$350.00  
 Partial Change in Owners      \$ 50.00 per owner

6. Type of Business (Check one):

- Grocery Store/Market                       Liquor Store                       General Merchandise  
 Convenient Store & Gas                       Service Station                       Drug Store  
 Convenient Store W/O Gas                       Restaurant/Bar/Lounge                       Other (Specify): \_\_\_\_\_

**7. Electronic Funds Transfer (EFT) Authorization**

**MUST** a) Business Name: \_\_\_\_\_  
**ATTACH** b) Bank Name: \_\_\_\_\_  
**VOIDED** Branch: \_\_\_\_\_  
**CHECK** Address: \_\_\_\_\_  
**OR** \_\_\_\_\_  
**DEPOSIT** City State Zip Code  
**SLIP** c) EFT BANK ROUTING NUMBER: \_\_\_\_\_  
ACCOUNT NUMBER: \_\_\_\_\_  
**HERE** d) Type of Account:  Checking  Savings  
e) I (we) hereby authorize the Kentucky Lottery to initiate debit and credit entries to this account.

PURSUANT TO KRS 154A.400 AND 202 KAR 3:030, THE APPLICANT SHALL NOTIFY THE KLC, IN WRITING, OF **ANY CHANGE** IN THE INFORMATION PROVIDED IN THIS APPLICATION, THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE OF THE CHANGE.

Legal Name of Business and d/b/a \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Authorized Owner, Officer, Member or Partner)*

If you need assistance completing this Application, please call the Licensing Department at (502) 560-1777 or (502) 560-1782, email [Licensing@kylottery.com](mailto:Licensing@kylottery.com), or visit the Lottery's website at [www.kylottery.com](http://www.kylottery.com), under Retailer Connection.

8. To be completed by each Owner, Officer, Director, Shareholder (for publicly-traded corporations, list shareholders of at least 5%), Partner, Member, Manager (of LLC) or Owner of Beneficial Interest.

Name: \_\_\_\_\_  
First Middle Maiden Last Date of Birth

Home Address: \_\_\_\_\_  
Street City State Zip County

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Home Phone Number Social Security Number

Relationship to Retailer: *(check all that apply)*

- Owner                       Officer                       Director                       Shareholder  
 Partner                       Member                       Manager of LLC                       Owner of Beneficial Interest

**IMPORTANT** - Answer all of the following questions:

NOTE: The word “you” in each of these questions applies to the business and the individual. If you answer yes to any of these questions, please complete the Item 9 form and mail it to the Licensing Department in the enclosed self-addressed envelope.

- Are you delinquent in the payment of any taxes?                      Yes  No
- Are you delinquent with any tax returns due to Kentucky?                      Yes  No
- Have you ever been convicted of a felony?                      Yes  No
- Have you violated lottery laws in any jurisdiction?                      Yes  No
- Are you a vendor of major lottery specific procurement items or an employee or agent of any such vendor?                      Yes  No
- Have you ever been convicted of a gambling related offense?                      Yes  No
- Do you reside in the same household as any employee of the KLC?                      Yes  No
- Have you ever filed for bankruptcy or similar relief, or has a bankruptcy, receivership or similar proceeding ever been filed against you?                      Yes  No
- Are you, or have you ever been, an owner, officer, director, shareholder, partner, manager (of an LLC) or owner of a beneficial interest in any KLC Retailer other than the business listed above?                      Yes  No   
 If yes, list: \_\_\_\_\_.
- Have you knowingly made a false statement or omitted to make a statement, the omission of which is materially misleading, to the KLC?                      Yes  No

I/we hereby certify that the information I/we have provided above to the KLC is true and complete. I/we authorize the KLC to conduct and to cause to be conducted investigations into my/our 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/we hereby authorize any individual, governmental or private entity to release and provide to the KLC and its designees any information relating to such investigations. I/we hereby release the KLC, 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.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT is by and between \_\_\_\_\_, (“GUARANTOR”) and the Kentucky Lottery Corporation (KLC), a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky, with its principal place of business located at 1011 West Main Street, Louisville, Kentucky 40202-2623.

### **WITNESSETH:**

WHEREAS, \_\_\_\_\_ (name of business entity) doing business as \_\_\_\_\_ (“Retailer”), is a business which has applied to be licensed as a KLC retailer, and

WHEREAS, the KLC has determined that it is unwilling to license, contract with, and extend credit to Retailer without a full guarantee, jointly and severally by Guarantor, of all obligations now existing or hereinafter incurred by Retailer to KLC, including, without limitation, all obligations under the Kentucky Lottery Corporation Retailer Application executed by Retailer and the Kentucky Lottery Corporation Retailer License Agreement by and between Retailer and the KLC, (as the same may be hereafter modified, amended, extended or renewed, and collectively referred to as the “Retailer Documents”).

NOW, THEREFORE, in consideration of the covenants and consideration described in this Guaranty Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce KLC to license, contract with, and extend credit to Retailer, Guarantor, jointly and severally, hereby covenants and agrees as follows:

1. Guarantor, for himself and his successors, heirs and assigns, hereby unconditionally, jointly and severally, and irrevocably guarantees to KLC:

(i) The prompt and unconditional payment, whether by electronic fund transfer or other means required by KLC, of all sums due or which may become due to KLC by Retailer under or in connection with the Retailer Documents or otherwise, including all renewals, extensions and modifications of the Retailer Documents, and together with accrued interest, late charges, attorneys fees, and costs of collection; and

(ii) The prompt and unconditional performance when due of all other obligations of Retailer under the Retailer Documents or which are otherwise undertaken by Retailer. The obligations of Guarantor are completely independent of the obligations of Retailer.

2. This Guaranty Agreement shall terminate on the date of termination of the license granted to Retailer pursuant to the Kentucky Lottery Corporation Retailer License Agreement by and between the Retailer and the KLC and the other Retailer Documents, provided, however, that such termination shall not affect the liabilities of Guarantor with respect to:

(i) Any obligations created or incurred prior to such date; or

(ii) Any obligations created or incurred in connection with any amendments to or extension or renewals of the Retailer Documents or temporary licenses granted to Retailer pursuant to the Retailer Documents, or interest accruing on, or fees, costs or expenses incurred with respect to such obligations on or after such date.

3. The maximum principal amount guaranteed under this Agreement shall be the total amount of all obligations now existing or hereinafter incurred by Retailer to the KLC under the Retailer Documents in addition to interest, late charges, attorneys fees and costs of collection.

4. This is a continuing, absolute and unconditional guaranty of payment and not of collection. Accordingly, Guarantor unconditionally and irrevocably waives each and every defense which under principles of guaranty and suretyship law would otherwise operate to impair or diminish the liability of Guarantor, including, but not limited to:

(i) The validity or enforceability of the Retailer Documents or any other agreement between KLC and Retailer;

(ii) Any defense, offset or counterclaim that may at any time be available to or be asserted by Retailer against KLC;

(iii) Any extension, modification, compromise, settlement or variation of the terms of any of the obligations of Retailer under the Retailer Documents or otherwise, or of any agreement entered into with Guarantor, any other guarantor of the Retailer's obligations, or any other person liable for Retailer's obligations;

(iv) The voluntary or involuntary discharge or release of any of Retailer's obligations under the Retailer Documents, or of any person liable therefore, by reason of bankruptcy or insolvency or otherwise;

(v) The application or allocation by KLC of payments, collections, or credits on any portion of Retailer's obligations regardless of what portion of the obligations remains unpaid;

(vi) The creation of any new obligations covered by this Guaranty Agreement or renewal or extension of any existing obligations;

(vii) The making of a demand, or absence of demand, for payment of Retailer's obligations under the Retailer Documents or giving, or failing to give, any notice of dishonor or protest or any other notice;

(viii) Any acceptance or notice of acceptance of this Guaranty Agreement by KLC;

(ix) Any right of indemnity against Retailer, or right to reimbursement from Retailer, if such rights would impair the remedies of KLC against Guarantor under this Agreement or against any collateral for any of the obligations of Retailer, in connection with the bankruptcy of Retailer or otherwise; and

(x) Any subrogation to the rights of KLC against Retailer, until all of the obligations have been satisfied in full.

5. Guarantor waives any right to require KLC:

(i) To take any steps whatsoever to collect from Guarantor or to file a claim against Guarantor;

(ii) To first, or at the same time, proceed against Retailer or any assets of Retailer, or to enforce any lien filed on Retailer's property;

(iii) To proceed against any other guarantor of or person responsible for the obligations of Retailer under the Retailer Documents; or

(iv) To otherwise exhaust any remedies KLC may have.

6. Guarantor agrees that KLC may, without notice to the Guarantor and without affecting Guarantor's liability hereunder:

(i) Modify or amend the Retailer Documents or any other agreements it may now or hereafter have with Retailer (including modifying or extending the time for Retailer's obligations of payment);

(ii) Release any liens or other security it may now or hereafter hold for the obligations of Retailer; and

(iii) Waive any obligations of Retailer.

7. Guarantor represents and warrants to KLC that:

(i) There is no action, suit, or proceeding pending, or to the knowledge of Guarantor threatened against or affecting Guarantor or involving the validity or enforceability of this Guaranty Agreement, including before or by any governmental authority, and Guarantor is not in default with respect to any order, writ, judgment, decree or demand of any court or other governmental authority;

(ii) If applicable, the financial statements of Guarantor most recently delivered to KLC are (1) complete and correct in all material respects, (2) accurately represent the financial condition of the Guarantor as of their date, and (3) disclose all of Guarantor's liabilities, direct or contingent, as of such date. There has been no adverse change in financial condition of Guarantor since the date of such financial statements. The term "adverse change in financial condition" means a decrease of 20% or more in the aggregate net worth, solvency, bankruptcy, or prospective failure to meet current liabilities as they come due;

(iii) Neither this Guaranty Agreement nor any other document furnished to KLC by or on behalf of Guarantor contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in this Guaranty Agreement or any other document furnished to KLC by Guarantor not misleading. There are no facts known to Guarantor that, individually or in the aggregate, materially adversely affect the Guarantor's business condition or affairs, properties, or assets considered as an entirety.

8. No amendment, modification, or waiver of this Guaranty Agreement shall be deemed to be made by KLC unless in writing signed by a duly authorized officer of KLC, and any such amendment, modification, or waiver, shall be strictly construed. No waiver by KLC shall be construed or deemed to be a waiver of any other provision or condition of this Guaranty Agreement or a waiver of a subsequent breach of the same provision or condition.

9. The invalidity or unenforceability of any one or more provisions of this Guaranty Agreement shall not impair the validity and enforceability of all the other provisions of this Guaranty Agreement.

10. Guarantor acknowledges and agrees that this Guaranty Agreement has been delivered in Jefferson County, Kentucky, and that in the event either KLC or Guarantor shall institute any action or proceeding pertaining to this Guaranty Agreement, Guarantor shall be subject to jurisdiction in all courts of the Commonwealth of Kentucky and that any such action will be brought only in the courts of Jefferson County, Kentucky.

11. Any notice given to KLC hereunder shall be given in writing and either personally delivered, sent by a nationally recognized courier service, or sent by registered or certified mail, postage prepaid, to KLC at the address specified herein and directed to the attention of Licensing Department.

12. This Guaranty Agreement, and all rights and obligations hereunder, shall be governed by the laws of the Commonwealth of Kentucky.

13. Guarantor agrees that KLC may refuse, at any time, to license, contract with or extend credit to Retailer and that such refusal shall not affect this Guaranty Agreement.

14. This Guaranty Agreement shall be binding upon the Guarantor, his heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Guarantor and KLC have executed this Guaranty Agreement which shall be effective as of the date of execution by the KLC.

GUARANTOR:  
***Must complete Personal Data Sheet***

KENTUCKY LOTTERY CORPORATION:

\_\_\_\_\_  
Name of Guarantor (print name)

By: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Retailer # (Assigned by KLC)

# KENTUCKY LOTTERY CORPORATION RETAILER LICENSE AGREEMENT



This Retailer License Agreement is executed by and between \_\_\_\_\_ doing business as \_\_\_\_\_ (“Retailer”) and the Kentucky Lottery Corporation (the “KLC”), pursuant to the Retailer License Application (the “Application”) submitted to the

## 1. Grant of License; Incorporation by Reference

Retailer is hereby licensed to sell such lottery products as the KLC may approve from time to time

- (a) in consideration of the Retailer’s promise in this Retailer License Agreement, and
- (b) in reliance upon Retailer’s representations in the Application.

Retailer represents and warrants that there has been no change in the information supplied to the KLC in the Application. This Agreement is subject to, and Retailer agrees to comply with, the Application, the Retailer Manual, the laws and regulations governing the KLC and the rules, practices and procedures of the KLC regarding retailers and the sale of lottery tickets, as the same may be amended from time to time, all of which are incorporated herein by reference in their entirety and are hereinafter, together with this Retailer License Agreement, collectively referred to as this “Agreement.” Retailer acknowledges that this Agreement sets forth a summary of only certain of the rights, obligations and remedies of the KLC and Retailer, and hereby acknowledges receipt of the Retailer Manual.

## 2. Term

Unless earlier terminated as set forth herein, this Agreement shall be in effect for two (2) years from the date it is executed by the KLC and a Retailer License is issued by the KLC as indicated below. The KLC may, in its sole discretion, temporarily extend in writing this Agreement to permit completion of Background investigation and other prerequisites to renewal. This Agreement shall be subject to renewal by the KLC upon satisfactory completion of all background investigations and other requirements placed by the KLC on such renewal, and upon payment by Retailer of the renewal fee in an amount established from time to time by the KLC.

## 3. Sale and Redemption of Lottery Tickets; Retailer Compensation

In exchange for compensation established from time to time by the KLC, Retailer agrees to sell all lottery tickets which the KLC, in its sole discretion, permits and requires Retailer to sell, including, but not limited to, any combination of instant, on-line, and pulltab tickets. The price at which Retailer shall sell tickets shall be that established by the KLC, and Retailer shall, if required by the KLC, accept coupons in exchange for tickets. **Retailer agrees to redeem all tickets, whether or not sold by the Retailer, without charge, for all prizes of six hundred dollars (\$600.00) or less for winning tickets, properly validated, for categories of games (on-line, instant and/or pull tab) sold by Retailer and, if Retailer and the KLC have executed an Addendum for Cashing Agents, to redeem, without charge, all such prizes of five thousand dollars (\$5,000) or less.** Retailer acknowledges that all funds received from the sale of lottery tickets, net of compensation due to Retailer by the KLC and credit for prizes properly paid by Retailer on winning tickets, constitute a trust fund held by Retailer, in a fiduciary capacity, on behalf of the KLC by Retailer and are the property of the KLC. Retailer agrees to promptly pay all funds due and owing to the KLC by means and in a form acceptable to the KLC, including, without limitation, any funds erroneously credited to Retailer’s account by the KLC, and any funds which become due and owing, or with respect to which the KLC demands payment, after the termination of this Agreement and the Retailer License.



#### **4. Responsibility for Tickets**

Retailer accepts responsibility for, and agrees to be debited and to pay for, all lottery tickets delivered to Retailer or issued by Retailer's on-line terminal(s) in accordance with the terms and conditions established by the KLC, even if such tickets are or are alleged to be lost, stolen or destroyed.

Notwithstanding any debits or payments made by Retailer and notwithstanding the preceding sentence, Retailer acknowledges that all lottery tickets delivered to Retailer shall remain the property of the KLC and are held in trust by Retailer, in a fiduciary capacity, for the account of the KLC. Retailer agrees to comply with all directives of the KLC regarding secure storage of tickets, ticket stock and other materials; however, compliance with such directives shall not relieve Retailer from liability for tickets as set forth in this Paragraph 4.

#### **5. Marketing Requirements**

Retailer agrees to comply with all KLC marketing requirements and to display KLC-provided point-of-sale materials and signage in a prominent area of its business location acceptable to the KLC. Retailer agrees to utilize instant ticket dispensers (including any in-counter dispensers) provided by the KLC and to display or install the dispensers at its cash register area in a location mutually acceptable to the KLC and Retailer. Retailer agrees to abide by all promotional guidelines promulgated by the KLC.

#### **6. Age Restriction on Sales and Prize Payments**

Retailer will neither sell lottery games to nor redeem prizes for any person under eighteen (18) years of age. Retailer will monitor any vending machines and player-activated terminals to ensure that individuals under eighteen (18) years of age do not purchase tickets.

#### **7. Retail Location; Changes in Ownership and Location**

The license to sell lottery tickets issued to Retailer in conjunction with this Agreement (the "License") is limited to the sale of tickets over the counter from the retail location identified in the Application (and under other circumstances subject to the express prior written approval of the KLC), and to sale of lottery tickets by the entity identified as Retailer in the Application with the "Owners" as defined and identified in the Application. Retailer agrees to notify the KLC in writing at least thirty (30) days in advance of any change in location or Owners of Retailer and of any change in the form of business of Retailer (or, to the extent a change in Owners is occasioned by the death of an Owner, within fifteen (15) days of the death of such Owner), and acknowledges that any such change shall require submission of a new Application, a new background investigation, payment of new application and licensing fees and issuance of a new License. Issuance of a new License shall be in the sole discretion of the KLC and may be conditioned upon fulfillment of such requirements as repayment of all outstanding obligations of Retailer. The KLC may, in its sole discretion, authorize Retailer to continue to sell lottery tickets on a temporary basis pending completion of the requirements for issuance of a new License, and any such temporary authorization shall be upon the terms and conditions set forth herein.

#### **8. Property Provided by KLC**

All property provided to Retailer by the KLC or the KLC's vendors (including, without limitation, all on-line terminals, instant validation terminals, electronic displays, instant and pull-tab ticket vending machines and dispensers, telecommunications equipment, wiring, play centers, tickets, ticket stock, signage and advertising and point-of-sale materials) is, and shall remain, the property of the KLC and its vendors, and (except with respect to disposable advertising materials relating to specific games) must be returned to the KLC or made available to the KLC for removal upon demand. The KLC shall have the right to enter the property of Retailer and remove any and all such property at any time, during the term of and upon termination of this Agreement. Retailer agrees that it shall not relocate, repair or modify any property of the KLC or its vendors without the prior written agreement of the KLC.

## **9. Breach of Agreement**

Retailer shall be deemed to breach this Agreement upon (a) the breach or violation of any provision of this Agreement; (b) failure to accurately account for, and to remit to the KLC upon demand, lottery tickets, proceeds from the sale of lottery tickets, and prizes with respect to lottery tickets; (c) commission of any fraud, deceit or misrepresentation; (d) failure to sell an adequate level of lottery tickets, in the sole judgment of the KLC; (e) conduct prejudicial to the integrity of and public confidence in the KLC, its retailers or lottery games; (f) any material change in any circumstance considered by the KLC in entering into this Agreement; or (g) failure to meet any of the requirements set out in Article IV, or the meeting of any criteria set out in Article VIII.A, of the Retailer Regulations.

## **10. Remedies Upon Breach of Agreement**

Upon breach of this Agreement by Retailer, the KLC may, at its sole discretion and in addition to all other remedies the KLC may have at law or in equity, on a temporary or permanent basis, (a) discontinue operation of and, if deemed appropriate, remove any property of the KLC; (b) require Retailer to pay for all instant and pull-tab tickets on a C.O.D. basis in immediately available funds; (c) suspend Retailer's right to sell one or more types of lottery tickets; and (d) terminate this Agreement and the License. Election of any one remedy shall not preclude election of any other remedy, and delay or failure of the KLC to exercise any remedy with respect to any one breach shall not constitute a waiver of the KLC's right to exercise any remedy with respect to that or any subsequent breach.

## **11. Termination of Agreement**

This Agreement, and the License issued in connection herewith, shall terminate on the earlier of (a) two years from the date of execution of this Agreement by the KLC unless this Agreement and the License have been renewed by the KLC; (b) any change in Owners, change in the retail location or change in the type of business of Retailer; (c) termination of this Agreement by the KLC for cause; (d) thirty (30) days after notice of termination by the KLC without cause; and (e) voluntary termination by Retailer, all as more specifically described in the Retailer Regulations made a part of the Retailer Manual and incorporated by reference into this Agreement. Upon termination, the KLC shall be entitled to remove all property of the KLC as described in Paragraph 8 above, and upon completion of the KLC's final accounting, Retailer or the KLC, as the case may be, shall remit all sums due to the other immediately upon notice by electronic funds transfer or by such other method as may be acceptable to the other party.

## **12. Survival**

All obligations of Retailer to the KLC shall survive termination of this Agreement and the Retailer License.

## **13. Indemnification**

Retailer hereby agrees to release, indemnify and hold harmless the KLC, its officers, directors, employees and agents, and the Commonwealth of Kentucky, its elected officials, employees and agents (the "Released Parties"), from and against any and all loss, claims, damages, expenses and costs (including attorney fees) arising out of or resulting from any and all acts or omissions of Retailer, its Owners, Employees or Agents. Without limiting the foregoing, Retailer releases the Released Parties from any and all claims that may arise out of any cessation, interruption or suspension of the KLC's games or related sales.

## **14. Payment of Interest, Costs of Collection and Litigation Costs**

It is agreed that any amounts of money due and owing to the KLC by Retailer under this Agreement shall bear interest at the rate of eight percent (8%) per annum from the date due until paid in full. Should the KLC seek and obtain a judgment against Retailer for the payment of any sums, such sums shall thereafter bear interest at the rate of twelve percent (12%) per annum from the date of judgment until paid in full. In addition, Retailer agrees to pay all costs and expenses incurred by the KLC in connection with the

collection of all overdue amounts and any other breach of this Agreement by Retailer, including, without limitation, all legal fees, court costs and other expenses of outside counsel, all fees and expenses of outside collection agencies, all fees and expenses of the Kentucky Revenue Cabinet and all administrative fees imposed on account of non-sufficient fund returns to the KLC.

**15. Applicable Law**

This Agreement and all matters related to it shall be governed by and interpreted under the laws of the Commonwealth of Kentucky.

**16. Venue**

Any matter arising under this Agreement shall be brought in a court of competent jurisdiction in Jefferson County, Kentucky.

\_\_\_\_\_  
(Legal Name of Retail Business)  
\_\_\_\_\_  
(Assumed Name of Business)  
\_\_\_\_\_  
(State of Formation)

<b>for KLC USE ONLY</b>
KENTUCKY LOTTERY CORPORATION 1011 WEST MAIN STREET LOUISVILLE, KY 40202
BY: NAME: _____
TITLE: _____
SIGNATURE: _____
DATE OF EXECUTION: _____

*I hereby certify that I am authorized to sign this agreement on behalf of the retailer.*

BY: NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE OF EXECUTION: \_\_\_\_\_

(For partnerships, attach additional sheet to Agreement for additional signatures, each partner must sign.)

## SIGNATURE PAGE

\_\_\_\_\_  
(Legal Name of Retail Business)

\_\_\_\_\_  
(State of Formation)

BY: NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE OF EXECUTION: \_\_\_\_\_

BY: NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE OF EXECUTION: \_\_\_\_\_

BY: NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE OF EXECUTION: \_\_\_\_\_

BY: NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE OF EXECUTION: \_\_\_\_\_

BY: NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE OF EXECUTION: \_\_\_\_\_

BY: NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE OF EXECUTION: \_\_\_\_\_