

# Licensee / Retailer Agreement

Retailer Name: \_\_\_\_\_

Operating As: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

GCA Registration #: \_\_\_\_\_ File #: \_\_\_\_\_

*Herein after referred to as the "Retailer",* AND

Charity/Licensee: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

*Herein after referred to as the "Licensee".*

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**The Retailer and Licensee understand and agree:**

- a) to abide by all provisions of the Gaming Control Act (GCA), 1992 and all applicable rules, regulations, terms and conditions
- b) that this agreement may be terminated by either the Retailer or the Licensee:
  - i) provided that written notice has been given to the other party at least ninety (90) days prior to the expiry date of the license, to become effective upon the expiry of the license,
  - ii) if the Licensee's license is revoked or suspended,
  - iii) if the Retailer's GCA registration is revoked or suspended,
- c) that if written notice to terminate this agreement is received by either party, all unsold tickets shall be reconciled at the end of the licence and the Retailer will pay all outstanding proceeds, less sales commissions, to the Licensee within thirty (30) days or immediately upon termination, which ever occurs first,
- d) that if written notice to terminate this agreement is not received by either party, this agreement shall be considered renewed through the duration of subsequent licenses.

**The Retailer understands and agrees to:**

- a) sell Break Open Tickets on behalf of the Licensee at the above specified location, and maintain for the Licensee, all sales and proceeds in a safe and secure fashion,
- b) maintain a GCA Registration as a *Break Open Ticket Seller*, and immediately notify the charity if registration is revoked or cancelled.
- c) pay the Service Supplier on behalf of the Licensee all proceeds less any sales commissions, as permitted under the terms and conditions of the Licensee's license, for all tickets delivered for sale within thirty (30) calendar days of receipt,
- d) immediately notify the Licensee should their GCA registration be revoked or cancelled.
- e) hereby acknowledges that Bazaar Marketing, 3300 Merrittville Hwy, Thorold L2V 4Y6 is the authorized Gaming Supplier of the licensee.

**The Licensee understands and agrees:**

- a) to delegate the responsibility of the lottery to a bona fide member of the Licensee,
- b) to pay the Service Supplier as invoiced within fifteen (15) days of receipt of proceeds,
- c) to use its best efforts to assist the Retailer and Service Supplier in promoting the sale of Break Open Tickets at the sales location,
- d) to respond in a timely manner to the requests of the Service Supplier for licence applications and report submissions as required by Municipal or Provincial licensing authorities.

**DATED IN THE MUNICIPALITY OF** \_\_\_\_\_ **ON THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 20 \_\_\_\_\_.  
**On behalf of the**

**RETAILER:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**On behalf of the**  
**LICENSEE:** \_\_\_\_\_ **Signature:** \_\_\_\_\_