



ACTION: Final

RESUBMITTED

DATE: 02/13/2023 3:20 PM

DAVE YOST

Appendix
109:1-4-06

OHIO ATTORNEY GENERAL

Charitable Law Section
Office 800-282-0515
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**ITEMS TO NOTE
WHEN COMPLETING THE INSTANT BINGO
FUNDRAISING CONTRACT FOR A CHARITABLE BINGO APPLICATION**

This contract is required to be completed and kept on file.

Effective Date listed in paragraph 1 on page 1 - the beginning and ending dates of the contract must account for **all** of the days you are licensed to conduct bingo. For renewal applicants, this means the beginning date should be on or before January 1 of the licensing year. For initial applicants, the beginning date should be the first day you're eligible to conduct bingo. Please know that this contract can span multiple years if you intend to contract with the same retail establishment in future years.

Initial Applicants - please note that failure to submit a complete and accurate contract to our office with your application will result in 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____ through the _____ day of _____, 2____, unless terminated by either party in accordance with section E of this Contract.

Charitable Organization desires to conduct Instant Bingo at:

(Fundraiser's DBA, if any)

(Fundraiser's Street Address)

(County)

(Fundraiser's City, State and Zip Code)

(hereinafter referred to as "Site of Bingo") 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.

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 Site of Bingo from the Office of the Attorney General before conducting any Instant Bingo at the Site of Bingo.

(2) Charitable Organization represents and warrants that it is in compliance with the requirements of Chapter 2915 of the Ohio Revised Code, Chapter 1716 of the Ohio Revised Code (relating to registration and requirements for charitable solicitations), Sections 109.23 to 109.32 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 Chapters 2915, 1716, and 109.

(3) Fundraiser desires to assist Charitable Organization in the conduct of Instant Bingo at the Site of Bingo.

B. Obligations of Charitable Organization

(1) Charitable Organization affirms that it is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code. Charitable Organization will inform Fundraiser of a dissolution, merger, or change to tax-exempt status or charitable purpose within 10 days of the change.

(2) Charitable Organization will inform Fundraiser within 10 days of the action, of any bingo application rejection, or bingo license revocation or suspension which requires the organization to cease bingo operations.

(3) Charitable Organization will purchase all Instant Bingo tickets from a licensed distributor as required in Section 2915.091(A)(5).

(4) Charitable Organization will require the Fundraiser to pay the full gross profit for each deal of Instant Bingo tickets before providing any Instant Bingo tickets to Fundraiser as required in Section 2915.093(D).

(5) Charitable Organization shall reimburse Fundraiser for the reasonable expenses incurred in the conduct of Instant Bingo not to exceed six (6) per cent of the total gross receipts of any deal of Instant Bingo tickets.

(6) At the expiration or early termination of this contract and in the event Fundraiser returns unsold inventory to Charitable Organization, Charitable Organization will refund Fundraiser for unsold tickets less prizes not paid.

C. Obligations of Fundraiser.

(1) Fundraiser will verify that Charitable Organization has been issued a license to conduct Instant Bingo before obtaining Instant Bingo tickets from the Charitable Organization.

(2) Fundraiser will pay Charitable Organization the full gross profit for each deal of Instant Bingo tickets at the time the Charitable Organization provides the Fundraiser with the Instant Bingo tickets, as required in Section 2915.093(D).

(3) 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, except that after the deal has been sold, Fundraiser will pay Charitable Organization the value of any unredeemed Instant Bingo prizes remaining in the deal of Instant Bingo tickets, as required in Section 2915.093(D).

(4) Fundraiser will not allow any person under the age of eighteen or any person who Fundraiser knows or should know has been convicted of a felony or a gambling offense to sell Instant Bingo tickets to patrons or redeem Instant Bingo prizes for patrons.

(5) Fundraiser will assist Charitable Organization in keeping all unsold Instant Bingo tickets for at least three (3) years.

(6) Fundraiser will assist Charitable Organization in maintaining the records required under Section 2915.10 of the Ohio Revised Code for at least three (3) years from the date on which the bingo is conducted. For those records which are accumulated at the Site of Bingo during Instant Bingo, Fundraiser will compile the required records and promptly transmit those records to Charitable Organization upon request.

(7) Fundraiser will provide Charitable Organization with any information regarding a change in ownership within 10 days of the change in ownership.

(8) Fundraiser will notify Charitable Organization within 10 days of changes to its Instant Bingo volunteers.

(9) Fundraiser will provide Charitable Organization with any information that may necessitate executing a new Contract.

(10) If Fundraiser violates applicable liquor or gambling regulations, and/or receives citations under applicable liquor or gambling regulations, Fundraiser will inform Charitable Organization of all of Fundraiser's violation(s) and/or citation(s) within 10 days of the date of the violation(s)/citation(s).

(11) Fundraiser can only request reimbursement from Charitable Organization for expenses up to six (6) per cent of the total gross receipts of any deal of Instant Bingo tickets 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 Site of Bingo.

(12) At the expiration or early termination of this contract, Fundraiser shall give Charitable Organization immediate ownership and possession of all records and unsold inventory in Fundraiser's possession.

D. Acknowledgements of the Parties.

Fundraiser acknowledges that all agents, board members, officers or employees who perform work or labor at the Site of Bingo are bound by the terms of this Contract.

E. Termination.

(1) Either party may voluntarily terminate this contract upon 30 days prior notice, in accordance with section H, for any reason.

(2) Either party may immediately terminate this contract if the other party has breached any provisions of this Contract. Any failure by the other party to timely perform its obligations hereunder shall be a breach of this Contract.

(3) Transfer or sale of the Fundraiser's retail establishment automatically terminates this Contract.

(4) 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. Jurisdiction.

This Contract shall be construed under and in accordance with the laws of the State of Ohio.

G. Execution and Duration.

This Contract is binding on both parties after execution by all signatories hereto and is effective for the period indicated in the preamble. This contract shall continue in effect for the duration of the period indicated in the preamble unless terminated by either party.

H. Notices.

Any notice required to be given under this Contract shall be sent by United States regular mail, or electronic mail via an e-mail address known to the parties and used for previous correspondence.

I. Headings.

The headings in this Contract have been inserted for convenience reference only and shall not be considered in any questions of interpretation or construction of this Contract.

J. Assignment.

Neither this Contract nor any rights, duties or obligations described herein shall be assigned by either party hereto.

K. Severability.

The provisions of this Contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

L. Entire Agreement.

This Contract constitutes the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived. This Contract supersedes any and all previous agreements, whether written or oral, between the parties.

M. Counterparts.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

N. Facsimile Signatures.

Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or electronic mail. Each party hereto shall be entitled to reply upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

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: _____
(Signature)

By: _____
(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. #

Dated: _____, 2_____

Dated: _____, 2_____