

7856.4010 CONDITIONS OF RETAILER CONTRACT.

Subpart 1. **Terms.** A lottery retailer contract must include, but is not limited to, the conditions specified in this part.

Subp. 2. **Rules and law.** The lottery retailer shall agree to be bound by and comply with the provisions of the law, and any rules, instructions, and orders issued by the director.

Subp. 3. **Sale of lottery tickets.** The lottery retailer shall agree to make available for sale to the public valid lottery tickets during normal business hours.

Subp. 4. **Displays.** The lottery retailer shall agree to maintain displays, notices, and materials supplied by the lottery according to instructions issued by the lottery.

Subp. 5. **Acceptance of tickets.** The lottery retailer shall agree that all lottery tickets accepted from the lottery or its distributor are considered to have been purchased by the lottery retailer at the price established by the lottery, less appropriate retailer commission, unless unsold tickets are returned to the lottery on or before the final settlement date.

Subp. 6. **Lost or missing tickets.** The lottery retailer shall agree to be responsible for lost, stolen, or missing tickets.

Subp. 7. **Records.** The lottery retailer shall agree to maintain current and accurate records of all lottery operations in conformance with the law and as further directed by the lottery.

Subp. 8. **Access to records.** The lottery retailer shall agree to make available to employees of the lottery, and to employees of the Department of Public Safety, Alcohol and Gambling Enforcement Division upon their request, for inspection and audit, the records the retailer maintains relating to lottery operations.

Subp. 9. **Payment of prizes.** The lottery retailer agrees to validate and pay winning tickets consistent with normal business hours or as agreed to between the lottery and the retailer.

Subp. 10. **Liability for proceeds.** The lottery retailer shall agree to be personally liable for all proceeds from the sale of lottery tickets and that the proceeds constitute a trust fund in favor of the lottery until paid to the lottery.

Subp. 11. **Hold harmless.** The lottery retailer shall agree to hold the lottery and the state of Minnesota harmless from any liability arising in connection with conducting the sale of lottery tickets.

Subp. 12. **Status.** The lottery retailer shall agree that, in its capacity as a contractor to sell lottery tickets, the retailer is not acting on behalf of the lottery or the state as an agent, officer, or employee, but is acting in the capacity of an independent contractor.

Subp. 13. **Liability.** The lottery retailer shall agree that any contractual or tortious liability incurred by the retailer in connection with the sale of lottery tickets shall be the retailer's sole responsibility.

Subp. 14. **Renewal.** The lottery retailer shall not conduct any business or hold itself out as a lottery retailer unless a renewal contract is timely granted.

Subp. 15. **Place tickets are sold.** The lottery retailer agrees to sell lottery tickets only on the premises described in the contract.

Subp. 16. **Cash.** The lottery retailer shall agree to sell lottery tickets only for cash. For the purposes of this subpart, "cash" means coin, currency, money orders, and checks.

Subp. 17. **Restrictions on sale of tickets.** The lottery retailer shall agree not to condition the sale of lottery tickets upon the purchase of any other item or service, or impose any similar restriction upon the sale of a lottery ticket.

Statutory Authority: *MS s 349A.05*

History: *14 SR 2315; L 1997 c 129 art 2 s 15; 30 SR 478*

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