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

If your organization intends to make its required distributions of instant bingo proceeds to more than one entity, you must enter into a separate contract with each entity. Additionally, as required by Ohio Revised Code 2915.13(A)(3), each entity must be either a governmental entity or an organization that is exempt from the Internal Revenue Service under subsection 501(c)(3) of the Internal Revenue Code AND maintains its principal place of business in Ohio.

Effective Date listed in paragraph 1 on page 1: The beginning and ending dates of the contract(s) 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 note the contract is valid for a single bingo application year only. A new contract is needed each time a bingo license is renewed.**

Section B – Obligations of Fundraiser: For contracts with a starting Effective Date prior to January 1, 2024**, y**ou must complete both sections (4)(a)(i) and (4)(b)(i). Even if your organization does not foresee exceeding $250,000 in net profits, item (4)(b)(i) needs to be completed.

For contracts with a starting Effective Date on or after January 1, 2024**, y**ou must complete both sections (4)(c)(i) and (4)(d)(i). Even if your organization does not foresee exceeding $330,000 in net profits, item (4)(d)(i) needs to be completed.

Additionally, if your organization intends to distribute proceeds to more than one entity, the percentages indicated in section (4)(a)(i) from all contracts must total at least 25% and the percentages indicated in section (4)(b)(i) from all contracts must total at least 50%.

You must keep the fully executed contract(s) on file at all times.

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 WITH VETERAN'S, FRATERNAL, OR SPORTING ORGANIZATIONS

This Instant Bingo Fundraising Contract is entered into between _____ (Veteran's/Fraternal/Sporting Organization, hereinafter referred to as "Fundraiser") and _____ (hereinafter referred to as "Charity", Charity EIN _____, and is effective the _____ day of _____, 2_____ through the _____ day of _____, 2____ unless terminated by either party in accordance with Section E.

Fundraiser 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 "Location") which is owned or leased by Fundraiser.

The purpose of this Contract is to allow Fundraiser to raise money for Charity by conducting Instant Bingo.

A. Representations and Warranties.

(1) Fundraiser desires to raise money for Charity by conducting Instant Bingo at the Location.

(2) Fundraiser is a Veteran's, Fraternal, or Sporting Organization as defined in Sections 2915.01(J), (L), or (YY) of the Ohio Revised Code (hereinafter referred to as a "Veteran's, Fraternal, or Sporting Organization") that is eligible to conduct Instant Bingo pursuant to Sections 2915.101 and 2915.13 of the Ohio Revised Code.

(3) Fundraiser 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 Veteran's, Fraternal, and Sporting Organizations, as well as charitable trusts) and any rules adopted by the Office of the Attorney General pursuant to Chapters 2915, 1716, and 109.

(4) Charity represents and warrants that it is a public charity described in subsection 509(a)(1), 509(a)(2), or 509(a)(3) of the Internal Revenue Code (not a private foundation) and is either a governmental unit or an organization that maintains its principal place of business in Ohio,

that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code.

(5) Charity represents and warrants that it is in compliance with the requirements of 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 Veteran's, Fraternal, and Sporting Organizations, as well as charitable trusts) and any rules adopted by the Office of the Attorney General pursuant to Chapters 1716 and 109.

B. Obligations of Fundraiser.

(1) Fundraiser has, through its own research and diligence, ensured that Charity is a public charity described in subsection 509(a)(1), 509(a)(2), or 509(a)(3) of the Internal Revenue Code and is either a governmental unit or an Ohio organization that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code.

(2) Fundraiser will inform Charity of any changes to Fundraiser's tax-exempt status within 10 days of the change.

(3) Fundraiser will inform Charity, within 10 days of the action, of any rejection, revocation, or suspension taken against Fundraiser with respect to its application/license to conduct Instant Bingo.

(4) Pursuant to section 2915.101 of the Ohio Revised Code, Fundraiser will distribute to Charity, the following percentage of net profit from the proceeds of the sale of Instant Bingo at the Location, after deducting only the amounts actually expended for the payment of prize awards and the ordinary, necessary, and reasonable amounts expended for the purchase of Instant Bingo supplies, as follows:

For contracts with starting Effective Date prior to January 1, 2024:

(a) For the first two hundred fifty thousand (250,000) dollars or less of net profit from the proceeds of the sale of Instant Bingo generated during the bingo reporting year:

(i) ____%, (distribution percentages for all of Fundraiser's contracts must total at least twenty-five (25) per cent) shall be distributed to Charity on the following basis:

☐ Monthly ☐ Quarterly ☐ Annually ☐ Other

If other, describe_____

(b) For any net profit from the proceeds of the sale of Instant Bingo that exceeds two hundred fifty thousand (250,000) dollars of net profit generated in a bingo reporting year:

(i) ____%, (distribution percentages for all of Fundraiser's contracts must total at least fifty (50) percent) shall be distributed to Charity on the following basis:

☐ Monthly ☐ Quarterly ☐ Annually ☐ Other

If other, describe_____

For contracts with starting Effective Date on or after January 1, 2024:

(c) For the first three hundred thirty thousand (330,000) dollars or less of net profit from the proceeds of the sale of Instant Bingo generated during the bingo reporting year:

(i) ____%, (distribution percentages for all of Fundraiser's contracts must total at least twenty-five (25) per cent) shall be distributed to Charity on the following basis:

☐ Monthly ☐ Quarterly ☐ Annually ☐ Other

If other, describe_____

(d) For any net profit from the proceeds of the sale of Instant Bingo that exceeds three hundred thirty thousand (330,000) dollars of net profit generated in a bingo reporting year:

(i) ____%, (distribution percentages for all of Fundraiser's contracts must total at least fifty (50) percent) shall be distributed to Charity on the following basis:

☐ Monthly ☐ Quarterly ☐ Annually ☐ Other

If other, describe_____

C. Obligations of Charity.

(1) Charity will ensure that it receives distributions from Fundraiser in accordance with the agreed-upon distribution schedule in section (B)(4) of this Contract.

(2) Charity will record the distributions received from Fundraiser (including the date and amount received), and maintain these records in the ordinary course of business.

(3) Charity will inform Fundraiser of a dissolution, merger or change to its tax-exempt status or charitable purpose within 10 days of any change.

(4) Charity will promptly inform Fundraiser of any issues reflecting negatively on Charity's financial control mechanisms, including theft or misuse of charitable funds and any resulting investigations.

D. Acknowledgements of the Parties.

Fundraiser acknowledges that all agents, board members, officers or employees who perform work or labor at the Location 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) In the event of any early termination of this Contract, Fundraiser 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 both 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. This Contract supersedes any and all previous agreements, whether written or oral, between the parties. Neither party may modify or amend the terms of this Contract except to modify or amend the distribution percentage and/or distribution schedule (section (B)(4)). A modification or

amendment to the distribution percentage or distribution schedule shall be made in writing and signed by both parties and sent to the Attorney General.

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 Charity	_____ Name of Fundraiser
By: _____ (Signature)	By: _____ (Signature)
_____ Typed Name of Signatory	_____ Typed Name of Signatory
_____ Title of Signatory	_____ Title of Signatory
_____	_____
_____	_____
_____ Address of Charity	_____ Address of Fundraiser
_____ Tax I.D. #	_____ Tax I.D. #
_____ Phone Number of Charity	_____ Phone Number of Fundraiser
Dated: _____, 2____	Dated: _____, 2____