

**COMMONWEALTH OF KENTUCKY  
KENTUCKY LOTTERY CORPORATION  
LOTTERY RETAILER SURETY BOND**

EFFECTIVE DATE: \_\_\_\_\_ BOND NUMBER: \_\_\_\_\_

KNOW ALL PERSONS BY THIS DOCUMENT:

That I (we) \_\_\_\_\_  
(Legal Name of Retailer and DBA)

Doing business at: \_\_\_\_\_  
(Complete Address of Retailer)

licensed as a Kentucky Lottery Corporation retailer pursuant to the Kentucky Revised Statutes  
154A.400, as PRINCIPAL, and \_\_\_\_\_  
(Name of Surety Company)

as SURETY, organized under the laws of the State of \_\_\_\_\_ and authorized to do business  
in the Commonwealth of Kentucky, are held and firmly bound unto the Kentucky Lottery  
Corporation, hereinafter called KLC, in the full and just sum of \_\_\_\_\_ THOUSAND and  
NO/100 Dollars (\$\_\_\_\_, 000.00) money of the United States of America, to the payment of which  
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by this document.

WHEREAS, KLC has required the Retailer, pursuant to KRS 154A.070(1)(c), to furnish  
this Surety Bond containing the terms and conditions set forth herein as a condition to executing  
the Retailer License Agreement (the "Agreement") with the Retailer;

NOW THEREFORE, the Surety and the Retailer, as Principal, both severally, and for  
themselves, their heirs, administrators, executors and successors agree: the condition of this  
obligation is such that, if the above bound Retailer and Principal shall make payment of all sums  
due KLC for lottery tickets and proceeds and comply with all statutes, rules, and regulations  
pertaining to said authorization, and indemnify KLC against any and all loss or damage directly  
arising by reason of the failure of Retailer and Principal to meet its financial obligations, then this  
obligation shall be null and void, otherwise to remain in full force and effect; provided, that this  
bond shall be effective on the effective date of the Agreement between the KLC and the Retailer  
and shall continue in force for the term of the underlying agreement; and the Agreement is hereby  
incorporated herein and by reference made a part hereof to the same extent and effect as though  
it were copied verbatim herein. The Surety and the Retailer are bound for the full performance  
of the Agreement, including without exception, all of its terms and conditions, both express and  
implied.

If the Retailer is in default of the Agreement and KLC, by written notice to the Retailer  
and the Surety, declares the Retailer to be in default and terminates the right of the Retailer to

proceed or continue to act as a Retailer of KLC, the Surety shall thereupon promptly make payment to KLC for any amounts then due and owing to KLC by the Retailer pursuant to the terms of the Agreement and take any and all other acts if any, mutually agreed upon in writing by KLC and the Surety.

In no event shall the Surety be obligated to KLC hereunder for any sum in excess of the Sum set forth on the face of this bond or as may be modified by addendum.

The Surety waives notice of any changes to the Agreement.

The Surety may not cancel or otherwise annul this bond without first giving said KLC written notice by certified mail no less than sixty (60) days prior to the effective date of such cancellation or annulment, addressed to: Kentucky Lottery Corporation, Office of the General Counsel, 1011 West Main Street, Louisville, KY 40202.

This Performance Bond is provided by the Surety for the sole and exclusive benefit of KLC, together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

No action shall be commenced hereunder after the passage of the longer of two (2) years following the date on which the final payment of the Agreement falls due or, if this bond is provided in compliance with applicable law, any limitation period provided therein. If the limitation period contained in this Paragraph is unenforceable, it shall be deemed amended to provide the minimum period for an action against the Surety on a performance bond.

Any and all notices to the Surety, the Retailer or KLC shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party above.

Signed and Sealed on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Principal - Legal Entity

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Surety Company Name

By: \_\_\_\_\_  
Attorney in Fact