

**(FOR LOTTERY USE ONLY)**



**APPLICATION NUMBER: A:** \_\_\_\_\_

**RETAIL AGENT NUMBER:** \_\_\_\_\_

## **INDEMNIFICATION AGREEMENT**

This is an Agreement between the undersigned (Retail Agent) and the Ohio Lottery Commission (the Lottery). The Lottery is the owner or lessee of any and all equipment used in connection with its Lottery business, including but not limited to the following: instant ticket validation terminals; scanners; printers; instant ticket vending machines; online wagering computer terminals including their scanning devices; any computer lines, hookup, installed or delivered at the Retail Agent's place of business, and any peripheral equipment including but not limited to monitors. This Agreement sets forth the legally binding duties and rights which are to exist between the Retail Agent and the Lottery for as long as any Lottery equipment remains on the Retail Agent's business premises or the Retail Agent retains its license, whichever is longer.

The Retail Agent shall be responsible for and shall indemnify the Lottery and/or any Equipment Vendor/Subcontractor of the Lottery from any and all liabilities, losses or damages to the equipment of any nature, whether absolute, contingent or otherwise, caused by or arising out of vandalism, theft, fire, water, earthquake, or any acts of omissions whether accidental, negligent or intentional by the Retail Agent, its employees, Retail Agent's representatives, designees, customers, guest, contractors, or trespassers.

The Retail Agent shall be obligated to compensate the Lottery or a Vendor/Subcontractor designated by the Lottery for the full amount of any such claims, losses, damages, liabilities or expenses to the Lottery or its Vendor/Subcontractor. All damages, expenses, liabilities and losses shall be based on current replacement or repair value for the equipment damaged or destroyed.

The Retail Agent acknowledges and agrees that the Lottery and/or Vendor/Subcontractor shall have access to the Retail Agent's premises during normal business hours or any other time as requested by the Lottery to remove any equipment at the Lottery's sole discretion whether belonging to the Lottery or leased by the Lottery.

The Retail Agent is strongly encouraged to obtain and maintain the requisite insurance coverage to cover any damages that may occur to the Lottery equipment. The Retail Agent agrees to immediately notify the Lottery of any and all claims arising under this agreement.

The Retail Agent shall be solely responsible for any false or misleading information provided by the Retail Agent or the Retail Agent's employees to any customers or the public, regarding the Lottery or its products, promotions, etc. The Retail Agent shall indemnify the Lottery for any such claims.

The Retail Agent shall solely be responsible for any injury and/or damages caused by the Retail Agent or the Retail Agent's employees to any customers or the public. The Retail Agent shall indemnify the Lottery for any such claims.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name