



STANDARD AGREEMENT FOR
GAMES OF CHANCE & HISTORIC HORSE RACING

This Agreement is entered into by and between _____
(Charity) with an address of _____, a
charitable organization as defined by RSA 287-D:1, IV licensed to conduct games of chance
pursuant to RSA 287-D:6 and _____
(Operator) with an address of _____,
a Game Operator Employer licensed to conduct games of chance pursuant to RSA 287-D:8 and
historic horse racing pursuant to RSA 284:22-b.

Charity hereby contracts with Operator to provide the following Game Operator Employer services
for games of chance and historic horse racing. Pursuant to this Agreement, the Parties' respective
obligations are as follows:

Operator agrees to the following:

- 1.) Operator will hold valid Games of Chance Game Operator Employer License and Historic
Horse Racing License issued by the New Hampshire Lottery Commission at the time of all
game dates.
- 2.) Operator will employ New Hampshire licensed Primary and/or Secondary Game Operators for
the operation of all game events on all game dates to the extent required by law.
- 3.) Operator will hold a valid Game of Chance Facility License or have a written agreement with
a licensed facility that has been reviewed by the New Hampshire Lottery Commission for all
game dates.
- 4.) Operator will collect and account for all games of chance revenue from the game dates and
will pay to the Charity a portion of the Gross Revenue as set forth in Lot 7208.02(f) and Lot
8203.01(f). Gross Revenues means all revenues remaining after payment of prizes to
authorized players. Payment of amounts owed to the Charity shall be made _____ days
following the last game date held within the given month (may not exceed 15 days following
the last game date held within the given month). In no event shall the Charity be liable for

negative gross revenues for the license period. Rent payments are excluded from the calculation of Gross Revenues, however, in no event can the Rent payment exceed the payment to the Charity for the license period. Rent must be limited to the portion of the premises dedicated to games of chance. Rental fees attributable to historic horse racing activities are prohibited.

- 5.) Operator will collect and account for all historic horse racing take-out (also known as a commission) from the game dates and will pay to the Charity a portion of the take-out as set forth in Lot 8203.01(f) and Lot 8203.03(b)(1).
- 6.) Operator will be responsible for payment of State Revenue Payments related to the game dates in accordance with RSA 287-D:20 and RSA 284:23,I(d).
- 7.) Operator will submit complete financial reports and documents to the Lottery Commission as required under RSA 287-D:22.
- 8.) Operator will comply with all other applicable laws and regulations in conducting the games of chance and historic horse racing.

Charity agrees to the following:

- 1.) Charity must hold a valid Games of Chance Charitable Organization License issued by the New Hampshire Lottery Commission at the time of all game dates.
- 2.) Charity must comply with all applicable laws and regulations and act in conformance with their charitable purposes.
- 3.) Charity will provide the following Insurance (if applicable)

Operator and Charity jointly agree to the following:

- 1.) The Agreement will be effective on the date that it is received by the New Hampshire Lottery Commission and will expire on _____.

- 2.) Charity hereby rents the facility as described below in exchange for a flat fee rate of \$ _____ per game date. Operator warrants that this rental rate represents a fair rental value of the property. Operator shall not charge or require Charity to pay any administrative fees, costs or expenses of any kind, including direct or third-party agency or brokerage fees, relating to the services provided under this agreement.
- 3.) The Operator may terminate this agreement for cause, with three (3) days written notice if:
- a.) Charity fails to meet any of requirements necessary under this Agreement including holding a valid license;
 - b.) The Charity goes into bankruptcy, receivership, or insolvency;
 - c.) A fire, casualty, or other event beyond the control of the Operator renders the facility unusable for the purposes of conducting games of chance and/or historic horse racing.
- 4.) The Charity may terminate this agreement for cause, with three (3) days written notice, if:
- a.) Operator fails to meet any of requirements necessary under this Agreement including holding a valid licenses;
 - b.) The Operator goes into bankruptcy, receivership, or insolvency;
 - c.) There is a material change to the premises that renders it unsuitable for conducting games of chance and/or historic horse racing.
- 5.) Either party may terminate for any reason with 60 days written notice to the other party.
- 6.) Operator hereby provides the following facilities and services pursuant to this agreement (List description of leased premises, utilities, and services provided).
- _____
- _____
- _____
- 7.) The Parties agree to conduct game events in accordance with this agreement on the following dates (list no more than 10 dates within the Charity’s license period):

1)	2)	3)	4)	5)
6)	7)	8)	9)	10)

These dates are subject to change upon mutual agreement of the parties.

8.) The Parties hereby further agree as follows (additional terms that the Parties wish to add):

This document represents the entire agreement between the parties. No charge or fee of any kind that is not contained in this agreement shall be paid by the charity.

The Parties executed this Agreement as follows:

Charity

Signature

Date

Print Name and Title:

Operator

Signature

Date

Print Name and Title:

Received by New Hampshire Lottery Commission on _____