

Lotto Lake Agreement
(An Oregon “Lottery Pool” playing Powerball®)

WHEREAS, Lotto Lake is a syndicate of persons organized for the specific purpose of pooling their contributions to jointly play as a layered pool the American lottery otherwise known as Powerball® governed by the Multi-State Lottery Association. The Lake Manager and Pool Manager (hereinafter referred to as “Managers”) will manage the syndicate and represent, warrant, and otherwise guarantee the following:

1. Player contributions will be used only to purchase Powerball® tickets for the undersigned (Player) as a Pool (sometimes referred to as “Boat”) consisting of 10 (ten) Players within a syndicate of Pools consisting of approximately 20 Pools (the Lake).
2. Managers will have the exclusive right to determine the active, inactive, or terminated status of a Player; and, the active or inactive play status of a Pool.
3. The Lake manager will have the exclusive and only right to determine the powerball numbers played by each Pool.
4. A Webb Site (www.lottolake.com) will post all numbers played by each Pool prior to the first play for those numbers to validate wins for each Pool.
5. All tickets for all Pools will be purchased and secured in a central location.
6. All winning Players receiving \$1,000 or more will personally be contacted by a Manager or professional representative for instructions on claiming the win.
7. Each 10th Player in every Pool will be jointly purchased by a Pool Manager and Lake Manager who will contribute equally for that playing position.
8. The Pool Manager will represent their Pool Players and collect contributions. The Lake Manager will purchase and secure tickets for each Pool. The Lake Manager will also assign numbers, notify Pool winners, and validate beginning Players and terminations.

WHEREAS, multiple Players are owners as tenants in common of each prize won per Pool. Prizes will be allocated as follows:

1. Oregon Administrative Rules Chapter 177-046-0100(2) state “Each person must hold \$1.00 of the prize at a minimum.” accordingly, any prize less than \$10.00 (10% - \$1.00) will be allocated to the Lake and winning Pool Managers only.
2. Oregon Administrative Rules Chapter 177-046-0110(6)(d) state that any multiple winners with a prize less than \$50 will not be paid in cash and at the discretion of the Director, will be paid as a single prize check; accordingly, any prize \$100.00 or less (10% - \$10.00) will be allocated to the Lake and winning Pool Managers only.
3. The undersigned Player will receive \$1,000 (subject to tax) if 4 (four) white balls and power ball produce a \$10,000 winner for this Player’s Pool (subject to verification that this Player is an active Player in the winning Pool).
4. The undersigned Player will receive 10% of the Grand Prize (subject to tax) if 5 (five) white balls and power ball are grand prize winners for this Player’s Pool subject to verification that this Player is an active Player in the winning Pool.
5. All ten grand prize winners agree to share their tenants in common interest in the remaining 38 boards of winning 5 (five) white balls without the power ball. Accordingly, all Players (including grand prize winning Players) will receive \$25,000 (subject to tax) if 5 (five) white balls are winners for any Pool in the syndicate indicated herein. This includes active and non-active Players, but not Players that have been terminated for failure to pay. The Lake Manager and the grand prize winning Pool Manager will share the balance of winnings equally.

NOW THEN, the undersigned Player and Pool Manager agree to terms and conditions stated herein. The Player understands that all prizes received will be paid as a single lump sum contribution and not an annuity payout. The Player will provide all necessary tax information when required and provide transportation to the lottery commission unless otherwise represented. It is also understood that terms, payouts, and Player conditions may change if Powerball® rules change thereby making this Agreement subject to amendments.

Signed this _____ day of _____, 20____.

Signature (Player)

Printed Name

Accepted this _____ day of _____, 20____.

Signature (Pool Manager)

Printed Name

P.O. Box or Street

City, State, Zip Code

Telephone #

Email

Lake Manager

Cherayne Hays
P.O. Box 817
Gold Hill, Oregon 97525
Tele: (541) 761-2508
Email: chays@lottolake.com

(The Lake Manager will contact you prior to your first play to validate your registration. Please call the Lake Manager if contact has not been made)

Oregon Lake 01 Player Registration Attached

Player Registration
Oregon Lake 01

Pool (Boat) #: _____ (to be assigned): Pool Manager: _____

Player Name: _____

Cell Phone: (_____) _____

Home Phone: (_____) _____

Bus Phone: (_____) _____

Email: _____@_____

Address: _____
(PO Box or Street)

(City, State, Zip Code)

Contribution Choices:	Monthly contribution.....	\$ 35.00
	Three month's contribution.....	\$ 105.00
	One year's contribution.....	\$ 420.00

Method of Contribution

Cash (please attach "Contribution Invoice")..... \$ _____

Check (please attach "Contribution Invoice")..... \$ _____

Credit/Debit Card:

_____; _____; ____/____; _____ \$ _____
(Card) (Number) (Expiration) (Sec Code)

_____, _____, _____, _____
(Billing Address) (City) (State) (Zip Code)

Other Form of Contribution:

_____ \$ _____

Withdrawal – Date: _____, 2010: **Replacement:** _____
(Standby ?____) Name (registration attached)

Pool Manager's Instruction on Registration, Play and Termination

Nine Players need to sign the "Agreement" and fill out a registration to activate a Pool.

To put the Pool in play for one month, all nine Players need to contribute \$35 each and the resulting \$315 total needs to be transferred to the Lake Manager's bank account. The transfer must be made 24 hours before the first play of the month to put the pool in play. If the payment is late, the Pool will have to wait for the following month.

Step 1 – Agreement and Player Registration

1. A Player needs to read the "Lotto Lake Agreement" sign, date (page 2 of 3) and fill out the attached registration (page 3 of 3).
2. You will have another copy of the "Lotto Lake Agreement" and will sign on (page 2 of 3) and give that to the Player.
3. The Player will decide on (page 3 of 3) how they will make the contribution and pay accordingly.

Step 2 – Method of Continuing Monthly Payment

1. The Player will decide when registering how they will make the payment. If they choose to pay monthly, please have at least (12) copies (a year's supply) of the "Contribution Invoice" to give them with mailing labels. If they choose quarterly, please give them (4) copies.
2. The payments will be made to you to place in a bank account of your choice; however, we will be using Wells Fargo Bank and a transfer can be made to our account at no charge if you set up a Wells Fargo Account.
3. Upon having \$315 for all nine players, a transfer to the Lake Manager's account can be made and your Pool will be in play for the next month.

Step 3 – Registering Players with the Lake Manager

1. Upon registering and receiving \$315 from (9) Players, you will fax to the Lake Manager at (541) 582-6052 the (9) "Player Registration Forms" for a "Pool #" assignment. This will activate the next Pool in play and the (9) registrations will be placed in that active Pool binder.
2. The Lake Manager will contact you and each Player by email or telephone and tell them their Pool number in play. This activated Pool becomes permanent with terminations replaced by new registrations.

Step 4 – Accounting for Your Players

1. We will provide a generic software package to track and bill your Pool Player's contributions. This package will allow you to maintain your account balances for each Player. You will be responsible for returning any excess contributions upon the Player's request. It should be noted that once the \$35 has been sent to the Lake Manager for Play, there will be no refunds of that amount.
2. This software should give you a bank balance to reconcile to your prepaids so that all balances are accounted for.

Step 5 – Termination or Withdrawal of a Player

1. Once a Pool has gone active, it will remain active. If a Player is terminated due to nonpayment or withdraws by choice, that Player will be replaced with another Player currently applying for activation in a new Pool.
2. Upon termination of an active Player for whatever reason, please fax that Player's registration along with a new Player's registration to the Lake Manager. The Lake Manager will contact the new Player and tell them they have been activated and assign the Pool number to them. The Lake Manager will also contact the terminated Player and tell them they are no longer in Play.
3. It is possible to have "Standby Players" for replacement for a month to keep the Pool in Play. Each Pool can have one Standby Player for this purpose, but several Pools with the Pool Manager's permission can use a Standby Player. The Standby Player will be activated on failure to find a suitable replacement and then terminated whenever a new Player has been registered. This will enable the Standby Player to be eligible for the \$25,000 prize whether playing or not when the grand prize is won. The registration should clearly state that this person is a "Standby Player".

A Pool Manager's responsibilities include the following:

1. Make contributions easy for Players and verify security.
2. Assure Players they are in play with good odds of winning.
3. Answer all questions or contact Lake Manager for help.
4. Account for all contributions and prepayments.
5. Make payments to Lake Bank account on time.
6. Make sure all account information is correct on Players
7. Inform Players of changes in Lottery rules, etc.
8. Actively look for new Players and set up seminars.
9. Follow up on why Players have terminated.
10. When in doubt with a Player, give the Player the benefit.
11. Most of all remember this is not a business, but a fun thing to do!