

FOR BOARD USE ONLY

Check # _____

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Required Attachments to LG214

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| <p>1. If the premises is leased, attach a copy of your lease. Use LG215 Lease for Lawful Gambling Activity.</p> <p>2. \$150 annual premises permit fee, for each permit. Make check payable to "State of Minnesota."</p> | <p>Mail the application and required attachments to:
 Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113</p> |
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Questions? Call 651-639-4000 and ask for Licensing.

Organization Information

1. Organization name _____ License number _____
2. Chief executive officer (CEO) _____ Daytime phone _____
3. Gambling manager _____ Daytime phone _____

Gambling Premises Information

4. Current name of site where gambling will be conducted _____
5. List any previous names for this location _____
6. Street address where premises is located _____
 (Do not use a P.O. box number or mailing address)

7. City _____	OR	Township _____	County _____	Zip code _____
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8. Does your organization own the building where the gambling will be conducted?
 Yes No If no, attach LG215 Lease for Lawful Gambling Activity.
 Yes No **Raffle only.** No lease is required if only a raffle will be conducted.
9. Is any other organization conducting gambling at this site? Yes No Don't know
10. Has your organization previously conducted gambling at this site? Yes No

Gambling Bank Account Information (must be in Minnesota)

11. Bank name _____	Bank account number _____
12. Bank street address _____	City _____ State _____ Zip code _____
	MN

All Temporary and Permanent Off-site Storage Spaces

(for gambling equipment and records related to this site - must be stored in Minnesota)

13. Address (Do not use a P.O. box number) _____	City _____	State _____	Zip code _____
		MN	
		MN	

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LG214 Premises Permit Application

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City name _____	County name _____
Date approved by city _____	Date approved by county _____
Resolution number if any _____	Resolution number if any _____
Signature of city personnel _____	Signature of county personnel _____
Title _____ Date ____/____/____	Title _____ Date ____/____/____

Acknowledgment and Oath

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
5. I am the chief executive officer of the organization.
2. The Board and its agents, and the commissioners of revenue and public safety and their agents are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.
3. I have read this application and all information submitted to the Board is true, accurate, and complete.
7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
4. All required information has been fully disclosed.
8. Any changes in application information will be submitted to the Board no later than 10 days after the change has taken effect.
9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.

Signature of Chief Executive Officer (designee may not sign) _____

_____ Date

Print name _____

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Print form and have CEO sign

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

LG215 Lease for Lawful Gambling Activity

Check applicable item:

1. **New lease.** (Do not submit existing lease with amended changes).
 _____ Date that the changes will be effective. Submit changes at least 10 days **before** the effective date of the change.
2. **New owner.** Effective date _____ Submit new lease **within** 10 days after new lessor assumes ownership.

Organization name	Address		License number	Daytime phone	
Name of leased premises	Street address	City	State MN	Zip	Daytime phone
Name of legal owner of premises	Business/street address	City	State	Zip	Daytime phone
Name of lessor (if same as legal owner, write in "SAME")	Business/street address	City	State	Zip	Daytime phone

Check (✓) all activities that will be conducted

- Pull-tabs Pull-tabs with dispensing device Tipboards Paddlewheel Paddlewheel with table Bingo Bar bingo

Pull-tab, Tipboard, and Paddlewheel Rent (No lease required for raffles.)

Booth operation - sales of gambling equipment by an employee (or volunteer) of a licensed organization within a separate enclosure that is distinct from areas where food and beverages are sold.

Bar operation - sales of gambling equipment within a leased premises by an employee of the lessor from a common area where food and beverages are also sold.

Does your organization OR any other organization conduct gambling from a booth operation at this location? Yes No

If you answered **yes** to the question above, rent limits are based on the following combinations of operation:

- Booth operation
- Booth operation and pull-tab dispensing device
- Booth operation and bar operation
- Booth operation, bar operation, and pull-tab dispensing device

If you answered **no** to the question above, rent limits are based on the following combinations of operation:

- Bar operation
- Bar operation with pull-tab dispensing device
- Pull-tab dispensing device only

The maximum rent allowed may not exceed \$1,750 in total per month for all organizations at this premises.

COMPLETE ONE OPTION:

Option A: 0 to 10% of the gross profits per month.
 Percentage to be paid _____%

Option B: When gross profits are \$4,000 or less per month, \$0 to \$400 per month may be paid.
 Amount to be paid \$_____.

Option C: \$0 to \$400 per month on the first \$4,000 of gross profit. Amount to be paid \$_____.

Plus, 0% to 10% of the gross profits may be paid per month on gross profits over \$4,000. Percentage to be paid _____%

COMPLETE ONE OPTION:

Option A: 0 to 20% of the gross profits per month.
 Percentage to be paid _____%

Option B: When gross profits are \$1,000 or less per month, \$0 to \$200 per month may be paid.
 Amount to be paid \$_____.

Option C: \$0 to \$200 per month on the first \$1,000 of gross profits. Amount to be paid \$_____.

Plus, 0% to 20% of the gross profits may be paid per month on gross profits over \$1,000. Percentage to be paid _____%

Bingo Rent

Option D: 0 to 10% of the gross profits per month from all lawful gambling activities held during bingo occasions, excluding bar bingo.
 Percentage to be paid _____%

Option E: A rate based on a cost per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. No rent may be paid for bar bingo. Rate to be paid \$_____ per square foot. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.

Bar Bingo. . . No rent may be paid for bingo conducted in a bar.

LG215 Lease for Lawful Gambling Activity

Lease Term - The term of this lease agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management of Gambling Prohibited - The owner of the premises or the lessor will not manage the conduct of gambling at the premises.

Participation as Players Prohibited - The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes 349.181.

Illegal Gambling

The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes 349.18, Subdivision 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H or Minnesota Statutes 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions

The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Gambling Control Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to permitted premises

Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the permitted premises during any time reasonable and when necessary for the conduct of lawful gambling on the premises.

Lessor records

The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent all-inclusive

Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- janitorial and cleaning services
- electricity, heat
- other utilities or services
- snow removal
- lawn services
- storage
- security, security monitoring
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Gambling Control Board. Rent payments may not be made to an individual.

Changes in lease

- **Lease information** - If the lease is amended with no change in ownership, the organization will submit the a new lease to the Board at least 10 days before the effective date of the change.
- **Ownership** - If a change in ownership occurs, the organization will submit a new lease to the Board within 10 days after the new lessor has assumed ownership.

Acknowledgment of Lease Terms I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are **subject to the approval of the director of the Gambling Control Board.**

The lease may be terminated by either party without cause with a 30-day written notice.

Other terms _____

Signature of lessor	Date	Signature of organization official (lessee)	Date
Print name and title of lessor		Print name and title of lessee	

Questions? Contact the Licensing Section, Gambling Control Board, at 651-639-4000. This publication will be made available in alternative format (i.e. large print, Braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Print Form

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