

Lottery Pool Agreement

Agreement made on the _____ (*date*), between and among the following individuals:

- _____ (*Name of Lottery Pool Participant*), who resides at _____ (*street address, city, state, zip code*);
- _____ (*Name of Lottery Pool Participant*), who resides at _____ (*street address, city, state, zip code*);
- _____ (*Name of Lottery Pool Participant*), who resides at _____ (*street address, city, state, zip code*);
- _____ (*Name of Lottery Pool Participant*), who resides at _____ (*street address, city, state, zip code*);
- _____ (*Name of Lottery Pool Participant*), who resides at _____ (*street address, city, state, zip code*);
- _____ (*Name of Lottery Pool Participant*), who resides at _____ (*street address, city, state, zip code*);

1. The above named Participants hereby form a lottery pool association for the month of _____ (*Name of Month*), _____ (*Name of Year*), for the purpose of jointly playing the _____ (*Name of State*) State Lottery.

2. Participants hereby appoint and designate _____ (*Name of Participant*) as the Pool Manager for this month. Each Participant shall be liable to contribute \$ _____ for the tickets to be purchased. Each Participant in the pool shall contribute the funds for the purchase of tickets at least 48 hours prior to the closing time for purchase of tickets for the _____ (*Name of Month*), _____ (*Name of Year*) drawing. In the event that a Participant does not contribute, he/she shall nevertheless be liable to pay their share of the money used, if, at the sole discretion of the Pool Manager, a ticket or tickets are purchased for them.

3. In the event that any funds are won, the Pool Manager, who shall serve without compensation, shall evenly divide the funds among the Participants, deducting any amount owed for a failure to contribute as aforesaid. **ANY AND ALL FUNDS WON AS PRIZES SHALL BE CONSIDERED TO BE HELD IN A TEMPORARY TRUST FOR THE MEMBERS OF THE POOL BY THE MANAGER.** This division of funds shall be done within _____ days of the receipt of the funds by the Pool Manager.

4. This Agreement shall not automatically renew and shall expire at the end of the month stated.

5. In the event of a prize being won in excess of \$ _____, and settlement options are provided, the vote of the majority of the pool members shall determine the settlement option. If there is no majority, the Pool Manager shall determine which option to take on behalf of the Participants.

6. Any Participant may withdraw by written notice to the Pool Manager *prior* to the purchase of tickets for the Lottery Drawing, and the funds paid for tickets by the withdrawing Participant shall be refunded by the Pool Manager within _____ days of such notice.

7. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

8. No Waiver

The failure of any Participant to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of or breach of any of the terms and conditions of this Agreement shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. Governing Law

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of _____.

10. Notices

Unless provided otherwise to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when physically handed to the Pool Manager.

11. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the Participants cannot agree on an arbitrator, the Pool Manager will choose the Arbitrator in his sole discretion. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

12. Entire Agreement

This Agreement shall constitute the entire agreement between the Participants and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Participant except to the extent incorporated in this Agreement.

13. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each Participant.

14. Assignment of Rights

The rights of each party under this Agreement are personal and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of a majority of the other Participants.

15. In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above stated.

(Printed Name of Lottery Pool Participant)

(Printed Name of Lottery Pool Participant)

(Signature of Lottery Pool Participant)

(Signature of Lottery Pool Participant)

(Printed Name of Lottery Pool Participant)

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