The Bridgeport $\&$ Port Jefferson Fiequent Floater Association

## Zottery 3 Bool $\mathfrak{A g r e e m e n t}$

This Lottery Pool Agreement (the "Agreement") is made on [ момth $/$ day $/$ year $]$, by $\qquad$ (the "Player", collectively the "Players") who agrees to join a lottery pool for the purpose of jointly playing the CT Lottery's MegaMillions with Megaplier lottery drawings. The period of the Agreement shall end exactly one year and one day from the latest drawing date that any lottery tickets are purchased for under this agreement.

Players agree to play, as a collective group, the CT Lottery's MegaMillions with Megaplier lottery game drawings each Tuesday and Friday, using "Quick Pick" numbers with the "megaplier" option for $\$ 2$ per play.

## LOTTERY POOL MANAGER

Players also agree to designate William Snaden as their lottery pool manager, who shall serve without compensation for the period stated above, unless a new pool manager is elected by the group on majority vote of active members or by written resignation by the pool manager. The lottery pool manager may select another player to act as lottery pool manager to purchase ticket(s) and disburse winnings in his absence. A notice will be sent to all players when this occurs. The acting lottery pool manager will abide by the terms of this Agreement to purchase ticket(s). The Pool Manager may also be a Pool Member.

## MEMBERSHIP / CONTRIBUTION REQUIRED

Each player shall be liable to contribute Twenty Dollars (\$20.00) in advance per each month game played. Each player to the pool shall turn over all funds for the purchase of ticket(s) at least twenty-four (24) hours prior to the end of the previous month. In the event that a player does not do so, they SHALL NOT be eligible to participate in the Lottery Pool for the upcoming month. Players eliminated from the lottery pool for non payment or any other reason forfeit any future prize money or claims to any prize the pool may win in the future. [PLAYER INITIALS: $\qquad$ It is the responsibility of each player to track their standing in the group and to inform the pool manager of any discrepancies.

## TICKETS

All pool money will be used to buy Lottery's MegaMillions with Megaplier tickets. Using the table below, an equal number of tickets for each drawing during the month with "Quick Pick" with the "Megaplier" option (\$2 per play) will be purchased prior to each drawing and an electronic copy of tickets for each drawing available to each player at www.bpjfloaters.com.

| Lotto Pool Drawing Dates - 2015 |  |  |
| :---: | :---: | :--- |
| MONTH | NUMBER OF <br> DRAWINGS | DATES |
| Jan | - | - |
| Feb | - | - |
| March | - | - |
| April | 8 | $3,7,10,14,17,21,24,28$ |
| May | 9 | $1,5,8,12,15,19,22,26,29$ |
| June | 9 | $2,5,9,12,16,19,23,26,30$ |
| July | 9 | $3,7,10,14,17,21,24,28,31$ |
| August | 8 | $4,7,11,14,18,21,25,28$ |
| September | 9 | $1,4,8,11,15,18,22,25,29$ |
| October | 9 | $2,6,9,13,16,20,23,27,30$ |
| November | 8 | $3,6,10,13,17,20,24,27$ |
| December | 9 | $1,4,8,11,15,18,22,25,29$ |

## WINNINGS

## WINNINGS OF LESS THAN \$1,000

During the life of the pool, smaller prize winnings totaling $\$ 999$ or less will be retained by the pool manager and used to credit the players' holdings for future plays in the next subsequent month. Any winnings over $\$ 999$ will be distributed equally to players. A spreadsheet will be used for tracking funds collected and will be made available to each player at www.bpjfloaters.com .

## WINNINGS OF MORE THAN $\mathbf{\$ 1 , 0 0 0}$

In the event of a prize(s) in a single drawing being won totaling in excess of $\$ 999$, the Player agrees that the group will opt for "Lump Sum" payouts of all prizes and the lottery pool manager shall redeem the winning ticket, collect the winnings, and evenly divide the prize among the players. The lottery pool manager shall hold any and all funds won as prizes in trust on behalf of the pool until payout to members is made.

## JACKPOT

When the lottery pool hits the jackpot, the winning ticket(s) will reside in a bank safe-deposit box until the attorneys/accountants selected by the Pool Manager have drawn up a group incorporation or trust agreement and it is endorsed and signed by the entire group. If no agreement has been reached by the expiration date to claim prize, the winning ticket(s) will be turned into the lottery commission and all funds will be held in a trust till final arbitrations are concluded. Attorney and Accountants Fees plus any taxes, or other fees or fines shall be paid from these funds.

## TAX IMPLICATIONS

Should collecting a prize distribution cause Income Tax or other Tax consequences for the Pool Manager, Players agree to allow the Pool Manager to use the winnings to first pay such taxes and then distribute the remaining amount to the Players. Or, at the Pool Manager's discretion, Players agree to form a blind trust or other legally-recognized entity for the purposes of accepting and distributing winnings to the Players. Costs for organizing and operating any such entity shall be paid from the winning prize and the remaining amount distributed to the Players.

## WITHDRAWAL FROM POOL

Any player may withdraw from the pool by written notice to the lottery pool manager, or effectively withdrawing by not contributing to future Month's pool funds, at which time their pool membership shall thereupon end, but shall remain in effect for the past games played as a pool. Should a player withdraw from the pool and choose to rejoin at a future date, a new agreement must be signed. No pro-rata refunds will be given, membership will continue until the end of the month paid.

## MISCELLANEOUS

In the event that the game is discontinued any funds and credits will be disbursed to the players and this Agreement will terminate and the Agreement will become null and void.

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is cause by conditions beyond its control including but not limited to acts of God, government restrictions, wars, insurrections, illness, failure to operate by the Ferry Company, and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

This is the entire Agreement of the parties and there are no agreements express or implied not stated herein. This Agreement may only be altered in writing signed by all players. This lottery pool is not sponsored by nor associated with the Ferry Company.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

X
Pool Manager Signature

X
Player Signature

Address
City, State, Zip

