

Board of Supervisors  
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 23<sup>rd</sup> day of February, 2021:

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Present:

Floyd M. Brown, Jr., Chairman  
Marlene J. Waymack, Vice-Chair  
Alan R. Carmichael, Jr.  
Donald R. Hunter  
T. J. Webb

Vote:

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A-5

On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AUTHORITY TO EXECUTE AGREEMENTS BETWEEN GROVER GAMING, INC. AND THE PRINCE GEORGE VOLUNTEER FIRE DEPARTMENT (COMPANY ONE) FOR ELECTRONIC BINGO

BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 23<sup>rd</sup> day of February, 2021, does hereby authorize the execution of an Electronic Pull Tab Agreement, an Auto-Replenish Agreement, and an ACH Payment Authorization Form between Grover Gaming, Inc. and the Prince George Volunteer Fire Department (Company One) for the purpose of electronic bingo.

A Copy Teste:

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Percy C. Ashcraft  
County Administrator



GROVER GAMING, INC.

Electronic Pull Tab Agreement

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, ("Effective Date") by and between GROVER GAMING of 3506 Greenville Blvd NE, Greenville, NC 27834, (hereinafter referred to as "OPERATOR") and \_\_\_\_\_, ("LOCATION") whose physical address is:

\_\_\_\_\_, VA \_\_\_\_\_, for the placement and operation of electronic pull tab devices in LOCATION'S facility.

The Parties agree as follows:

- A. OPERATOR will install \_\_\_\_ electronic pull tab machines in LOCATION'S facility. LOCATION will pay all winning tickets; and
B. LOCATION agrees that OPERATOR shall be the exclusive provider of electronic pull tab machines for LOCATION throughout the term of this agreement; and
C. This Agreement is effective as of the Effective Date and will continue in effect for two (2) years from the Effective Date; and
D. The LOCATION is responsible for a dedicated internet line and electricity; and
E. OPERATOR will invoice LOCATION on a weekly basis in an amount equal to one half (1/2) of the net proceeds (Cash In minus Cash Out) generated by the sale of electronic pull-tabs sold through the devices from the prior week and all invoices are due upon receipt; and
F. LOCATION hereby covenants and agrees to keep confidential, and to not disclose, discuss or publicize to or with any person or entity in any manner whatsoever, any and all information of any kind regarding the terms of this Agreement; and
G. This Agreement will be governed by the Laws of the State of Virginia; and
H. The parties further agree to any additional terms and conditions listed on Exhibit A attached hereto and incorporated for all purposes herein.

IN WITNESS WHEREOF, The Parties and those signing on behalf of each party hereby represent that they have the authority to sign this agreement and have executed this agreement on the day and year first written above.

[signatures on following page]

**GROVER GAMING, INC:**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

**LOCATION:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**GROVER GAMING  
Auto-Replenish Agreement**

This Agreement, consisting of one (1) page, is entered this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,

\_\_\_\_\_ (“LOCATION”) whose physical address is: \_\_\_\_\_, Virginia, and GROVER GAMING of 4102 Lafayette Blvd, Fredericksburg, VA 22408, (hereinafter referred to as “OPERATOR”) (both of the above hereinafter referred to as the “Parties”) for the configuration of automatic replenishing of deals of electronic pull tabs in the electronic pull tab machines in the Location’s facility.

The Parties hereby agree as follows:

- A. OPERATOR currently provides electronic pull tab machines to LOCATION.
- B. The LOCATION has requested that OPERATOR configure the electronic pull tab system to Auto-Replenish the pull tab deals to the site server from the State server.
- C. The Parties agree that Auto-Replenishment configuration is not mandatory, and that Auto-Replenishment will not affect LOCATION’S billing in any manner.
- D. The Parties agree that LOCATION may request disablement of Auto-Replenishment at any time.
- E. LOCATION understands that, when Auto-Replenishment is enabled, the system will automatically download gamesets, or deals, from the State Server such that there is always one (1) spare gameset for each denomination of each game theme available for play when the active gameset of that denomination and game theme is completely depleted.

IN WITNESS WHEREOF, THE PARTIES AND THOSE SIGNING ON BEHALF OF EACH PARTY HEREBY REPRESENT TO EACH OTHER THAT THEY HAVE THE AUTHORITY TO SIGN THIS AGREEMENT AND HAVE EXECUTED THIS AGREEMENT, IN DUPLICATE ORIGINALS, ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

**LOCATION:**

**GROVER GAMING, INC:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**GROVER GAMING, INC.**  
**dba NEWMARKET ENTERTAINMENT**  
4102 Lafayette Blvd  
Fredericksburg, VA 22408  
(252) 329-7900

**ACH Payment Authorization Form**

Schedule your payment to be automatically deducted from your checking or savings account.  
Just complete and sign this form to get started.

**ACH Payments Will Make Your Life Easier:**

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town)

**Here's How ACH Payments Work:**

You authorize regularly scheduled charges to your checking or savings account. You will be charged the amount invoiced each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless you have requested so.

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**Please complete the information below:**

I \_\_\_\_\_ authorize Grover Gaming, Inc. to charge my bank account indicated below on  
(full name)  
Friday of each week for payment of my invoice for prior week billing.

Billing Address \_\_\_\_\_

Phone # \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Name on Acct _____	
Bank Name _____	
Account Number _____	
Bank Routing # _____	
Bank City/State _____	

0044072324	000123456789	0123
ROUTING NUMBER	ACCOUNT NUMBER	CHECK NUMBER

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Grover Gaming, Inc. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that Grover Gaming, Inc. may at its discretion attempt to process the change again within 30 days and agree to an additional N/A charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. Law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in the authorization form.