

GREENE COUNTY

## BINGO EQUIPMENT VENDOR LICENSE APPLICATION

**FEE: ONE (1) YEAR \$5,000.00**

**MAKE CHECKS PAYABLE TO "THE GREENE COUNTY SHERIFF'S DEPARTMENT**

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Promulgated in accordance with the authority vested in the Sheriff of Greene County, Alabama by Amendment 743 to the Constitution of Alabama

**WHEREAS**, Amendment Number 743 to the Constitution, provides that

Bingo games for prizes or money may be operated by a nonprofit organization in Greene County. The sheriff shall promulgate rules and regulations for the licensing, permitting, and operation of bingo games within the county.

**WHEREAS**, the Sheriff of Greene County, Alabama, is vested with the responsibility of promulgating rules and regulating the licensing and permitting of the operation of Bingo in Greene County by Amendment Number 743 to the Constitution so as to ensure that all forms of Bingo made lawful in Greene County, Alabama, by Amendment Number 743 to the Constitution, including, but not limited to, Bingo using electronic marking machines, comply with the Constitution and laws of the State of Alabama; and

**WHEREAS**, in furtherance of that duty and pursuant to the power vested in the Sheriff by Amendment Number 743 to the Constitution, the following Application for a Bingo Equipment Vendor License is hereby promulgated and duly adopted by the Sheriff:

**NOTE TO APPLICANT:** Please provide complete answers. Signatures must be notarized. Failure to fully complete application may cause a delay in consideration.

**REGARDING THE FEE:** There is no cost to apply. The license fee must accompany the application when it is submitted to the Greene County Sheriff's Department. The Sheriff will not cash or deposit any check for a license fee unless a License is awarded. If the Applicant is not awarded a License, the check will be returned to the Applicant (or destroyed if the Applicant so requests), the Applicant will not be charged a fee, and the Applicant will not owe any amount.

By submitting this application, the Applicant voluntarily subjects itself to the jurisdiction of these Rules and the Greene County Sheriff's Office and understands and acknowledges that it has read Amendment Number 743 to the Constitution and the minimum requirements to be observed and followed during the operation of Bingo in Greene County. In addition to compliance with the Rules that have been promulgated by the Sheriff pursuant to his duty under the Constitution, these requirements are set forth below:

- (1) No person under the age of 19 years shall be permitted to play any game or games of bingo, nor shall any person under the age of 19 years be permitted to conduct or assist in the operation of any game of bingo;
- (2) Bingo games shall be operated exclusively on the premises owned or leased by the nonprofit organization operating the bingo game. Such location should be specified in the application of the nonprofit organization;
- (3) A nonprofit organization may not enter into any contract with any individual, firm, association or corporation to have the individual or entity operate bingo games or concessions on behalf of the nonprofit organization. A nonprofit organization may not pay consulting fees to any individual or entity for any services performed in relation to the operation or conduct of a bingo game;
- (4) A nonprofit organization may not lend its name or allow its identity to be used by another person or entity in the operating, promoting or advertising of a bingo game in which the nonprofit organization is not directly and solely operating the bingo game;
- (5) All equipment shall be stamped and/or clearly marked in letters no less than one-half inch in height and one-fourth inch in width (except for the letter "I") with the name of the nonprofit organization using the equipment. A nonprofit organization or other person or entity may not use equipment marked with the name of another nonprofit organization;
- (6) Prizes given by any nonprofit organization for the playing of bingo games shall not exceed ten thousand dollars (\$10,000.00) in cash or gifts of equivalent value during any bingo session;
- (7) A nonprofit organization may not advertise bingo except to the extent and in the manner authorized by rule of the sheriff. If the sheriff allows a nonprofit organization to advertise bingo, the nonprofit organization shall indicate in the advertisement the purposes for which the net proceeds will be used by the nonprofit organization;
- (8) A nonprofit organization shall display its License conspicuously at the Location where the bingo game is conducted;
- (9) The Sheriff shall determine by regulation the days of operation during any calendar week and the hours of operation.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

The following words, terms and phrases when used in this Application, shall have the following meanings ascribed to them (which may not necessarily be the same as those found in the Rules) except where the context clearly indicates otherwise:

**The Amendment.** Amendment 743 to the Constitution.

**Appeal.** The exclusive, determinative, and final review of any decision under these Rules to the Sheriff.

**Applicant.** Any Interested Party and/or Operator that applies for a License by the Sheriff pursuant to the Rules to provide or supply Bingo Equipment in the County.

**Bingo.** That game commonly known as Bingo in which prizes are awarded on the basis of designated numbers or symbols on a card or electronic marking machine conforming to numbers or symbols selected at random (whether or not electronic, computer, or other technological aids are used in connection therewith). To the extent that the foregoing elements are present in the game of Bingo, the definition of Bingo shall encompass all kinds and variations of Bingo from "call Bingo" in which designated numbers or symbols are drawn by a person and matched to numbers or symbols on a paper card as well as "electronic Bingo" where electronic devices and/or computers perform the operation of the game with microprocessors or other computer devices and interact with the human players by means of an electronic and/or computer console and an electronic marking machine and in which the numbers or symbols are selected at random by a computer and the card is present only in electronic format.

**Bingo Equipment.** Any electronic or mechanical equipment, machine or device, software, including Entertainment Phase games for play during a Bookend Bingo Session, or computer or other technologic hardware or device (including an electronic player station or player terminal), (i) which is installed, or is to be installed at a Bingo Facility and (ii) which is used, or can be used, to play Bingo as herein defined. Bingo Equipment includes any machine, device or hardware that assists a player or the playing of Bingo games (and it is this "machine" which assists a player in the playing of a bingo game that is referred to in Section 5 of the Rules), broadens the participation levels in a common game and includes all the ancillary Bingo supplies. Examples of Bingo Equipment include, but are not limited to, software, dispensers, readers, electronic player stations, player terminals, central computer services containing random number generators and other processing capabilities for remote player terminals, electronic consoles capable of providing game results in different display modes, telephones and telephone circuits, televisions, cables and other telecommunication circuits, and satellites and related transmitting and/or receiving equipment. All of these aforementioned items may also be known, when linked together, separately or severally, as "electronic marking machines" or may be part of the "electronic marking machine." Bingo Equipment shall not be deemed to be, for any purpose, a "gambling device" or "slot machine" within the meaning of the Code of Alabama 1975, § 13A-12-20 (5) and (10) or any other provision of law, whether now in effect or hereafter enacted.

**Bingo Facility.** An approved Location where Bingo games are operated by Nonprofit Organizations as provided in this Article. As long as Nonprofit Organizations are operating the Bingo games, the Bingo Facility may be owned or operated by an individual, partnership or for-profit organization.

**Bingo Session.** Any continuous series of Bingo games conducted pursuant to this Article provided that any session shall end and a new session shall start when the prize amount given out by the Nonprofit Organization operating a Bingo session exceeds ten thousand dollars (\$10,000.00) for each such Nonprofit Organization.

**Constitution.** The Constitution of Alabama of 1901 and its amendments.

**County.** Greene County, Alabama.

**Interested Party.** Each officer, director, or other person or entity who owns or otherwise controls more than a two percent (2%) ownership interest in the Applicant.

**License.** A Bingo Equipment Vendor License issued pursuant to the provisions of this Application.

**License Holder.** Any Bingo Equipment Vendor that has been issued a License by the Sheriff pursuant to these Rules.

**Location.** A building, hall, enclosure, room or other indoor area that has been inspected and approved by the Sheriff for the conduct of Bingo games that also complies with all Federal, State and local laws and applicable building and fire codes, as well as any other further regulations as prescribed by the Sheriff.

**Office of the Sheriff.** The Office or Department of the Sheriff and its employees, representatives, agents, and/or other designated representatives.

**Operator.** Any entity(ies) and/ or person(s) who manages, provides expertise and/or counsel, oversees, directs, and/or operates any part of the Bingo Facility on behalf of a License Holder. These services may include negotiating with Vendors and the design of the bingo gaming space at a Bingo Facility. An Operator is sometimes known as a "master vendor," but this definition is intentionally broad and should be interpreted to include any such entity or person by whatever name known providing expertise, counsel, oversight, and/or direction to a License Holder in the operation of a Bingo Facility.

**Rules.** The Recompiled Rules and Regulations.

**Sheriff.** The Sheriff of Greene County, Alabama.

**Vendor.** Any person, company, corporation, or other entity that provides Bingo Equipment, facilities, or services to a License Holder and/or Bingo Facility.

1. Applicant's Full Legal Name:

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2. Applicant's Designated Representative's name, mailing address, electronic mail address, and telephone number:

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3. Applicant's Mailing Address:

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4. Applicant's Physical Address:

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5. Applicant's Telephone Number(s):

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6. Applicant's Facsimile Number:

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7. Applicant's Website:

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8. Date of Applicant's Incorporation:

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9. State of Applicant's incorporation:

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Please provide a copy of the Applicant's Certificate of Good Standing (or other equivalent document).

10. Please attach a copy of the Applicant's Articles of Incorporation, Charter, and By-Laws.

11. List the Names, Addresses, Social Security Numbers, and dates of birth of each Interested Party and/or Operator affiliated with the Applicant and attach a copy of the front and the back of a current driver's license or state-issued non-driver's identification card for each person so identified.

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12. Has any Interested Party and/or Operator affiliated with the Applicant ever been convicted of a criminal offense?

\_\_\_ Yes \_\_\_ No

13. If any Interested Party and/or Operator affiliated with the Applicant has ever been convicted of a criminal offense identify the Interested Party, the offense(s), the charging authority, the date and location of the offense and/or conviction, and describe the pertinent facts of each conviction. Please use additional sheets of paper if necessary to fully list all convictions.

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14. When answering the questions in this Section, please attach additional pages if the space provided is insufficient.

Please list any company(ies) that the Applicant represents for purposes of the placement of Bingo Equipment in Greene County.

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Please identify any individual(s) and/or company(ies) who receives revenue of any kind from a Bingo Facility and to whom the Applicant makes payments of any kind. Please specify the relationship between that individual(s) and/or company(ies) and the Applicant and identify the amount and the reason for the payment.

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Please list any and all software title(s) that the Applicant may place in a Bingo Facility in Greene County.

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Please list any and all equipment, other than software, that the Applicant may place in a Bingo Facility in Greene County.

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Please list each Bingo Facility where the Applicant currently has placed Bingo Equipment in Greene County.

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Does the Applicant understand that it has a continuing obligation to update the information contained in Section 14 of this Application within thirty (30) days of changes to it and that the failure to timely do so is the basis for the suspension and/or revocation of a Bingo Equipment Vendor License?

Yes  No

15. Has the Applicant read, sought legal counsel necessary to understand, and agree to be bound by the following dispute resolution process?

\_\_\_ Yes \_\_\_ No

**EXCLUSIVE DISPUTE RESOLUTION PROCESS**

For any dispute that arises in any matter whatsoever related to or arising from the application for a license and/or award and/or denial of an application and/or the renewal and/or the nonrenewal and/or the revocation of a License to operate Bingo pursuant to the Amendment and/or these Rules, the possession of a License to operate Bingo pursuant to the Amendment and/or these Rules, or the operation and/or attempted operation of Bingo pursuant to a validly issued License pursuant to the Amendment and these Rules shall be resolved by Appeal. This Appeal shall be the exclusive remedy available to nonprofit organizations applying for and/or holding a License to operate Bingo pursuant to the Amendment and these Rules regarding any issue relating to the operation and/or playing of Bingo pursuant to the Amendment and these Rules including, but not limited to, the operation of Bingo and/or a decision granting or denying a new or renewal License and/or the approval or denial of a proposed Location for the operation of Bingo and/or the decision to revoke, suspend, or cancel a previously issued License and/or any other administrative decision relating to the licensing and/or operating and/or playing of bingo in Greene County. This Exclusive Dispute Resolution Process applies to all disputes whether the dispute involves and/or requests money damages and/or requests equitable relief. This Exclusive Dispute Resolution Process applies to, but is not limited to, any act/omission alleged in a civil suit and/or civil dispute of any kind to constitute a criminal act and/or deprivation of any civil right.

A dispute covered by this Exclusive Dispute Resolution Process shall be submitted in writing as an Appeal within sixty (60) days of the dispute arising. The Appeal should describe the dispute in particularity, set forth the basis for the Appeal and the resolution being requested, and provide all relevant facts and/or authority supporting the appellant's position. A final decision may be rendered by the Sheriff with or without a hearing.

The application for a License, acceptance of a License, or the continued operation pursuant to an existing License after the effective date of these Rules shall be deemed to constitute an agreement by the Applicant or License Holder to subject itself to this exclusive dispute resolution process. If any current License Holder is unwilling to submit to this Exclusive Dispute Resolution Process, it should immediately cease operation of its Bingo operations pursuant to that License and surrender the License to the Office of the Sheriff. Any Vendor or License Holder that continues to operate and/or conduct business regarding and/or related in any manner to and/or arising out of and/or associated in any manner with Bingo in Greene County, Alabama, on and/or after the date of the issuance of these Rules shall be deemed to have consented to being bound by these Rules in general and this Exclusive Dispute Resolution Process in particular by and through their continued operation of Bingo activities in Greene County, Alabama. Any Applicant, Vendor, and/or License Holder that does not consent to be bound by these Rules in general and this Exclusive Dispute Resolution Process in particular should immediately cease its Bingo operations in Greene County, Alabama. If a License Holder does not consent to be bound by these Rules in general and this Exclusive Dispute Resolution Process in particular, it should also immediately surrender its License to the Sheriff.



The Appeal provided for in these Rules in general and this Exclusive Dispute Resolution Process in particular is intended to be an administrative remedy. Should a court, however, determine that this process is in any way deficient or defective, the Appeal shall, at the least, be deemed to be a condition-precedent to the filing and/or initiation of any dispute resolution process with any judicial or quasi-judicial entity. In the event of such a ruling or finding, nothing in these Rules and/or this Exclusive Dispute Resolution Process should be construed as a waiver and/or abandonment of the arbitration requirement(s) and procedures as expressed in the previous iteration(s) and amendments to the Greene County Bingo Rules and Regulations concerning the duty to arbitrate disputes as they were most recently constituted prior to the date of these Rules. Specifically, any and/or all controversy(s) and/or claim(s) and/or dispute(s) arising out of and/or in any way related to (i) these Rules and/or (ii) the Sheriff's decisions and/or duties and/or responsibilities and/or authority granted to, conferred upon, and/or required of the Sheriff by these Rules and/or the Amendment, and/or (iii) the scope of any such duties and/or responsibilities and/or authority, and/or (iv) any and/or all decisions made and/or rendered and/or adopted by the Sheriff concerning and/or related to the Amendment, these Rules and/or the duties and/or responsibilities and/or authority granted to, conferred upon, and/or required of the Sheriff by the Amendment and these Rules shall be handled and/or litigated and/or decided through binding arbitration administered by the American Arbitration Association pursuant to the rules promulgated by the American Arbitration Association. Alabama law shall apply. The place of arbitration shall be Birmingham, Alabama. The issue of arbitrability shall be controlled by these Rules when being decided by the arbitrator(s).

Nothing in this Exclusive Dispute Resolution Process should be construed as a waiver and/or abandonment of the fact that the Constitution vests the Sheriff with full, complete, and final authority regarding the licensing and regulation of all matters related to Bingo pursuant to the Amendment and these Rules.

All disputes, however brought and/or resolved, shall acknowledge, respect, and recognize that the Constitution vests the Sheriff with complete and final authority regarding licensing and regulation of all matters related to Bingo authorized by the Amendment.

Any and all Vendor(s), Applicant(s) for a license, and License Holder(s) who file suit naming the Sheriff as a defendant and/or that are engaged in the arbitration of a dispute as contemplated hereunder agree that it has no right to continue to do business in Greene County during the pendency of any suit or arbitration it may institute. Every Vendor, Applicant for a license, and License Holder agrees and/or promises and/or pledges to discontinue and/or cease all such business and/or Bingo activity until such time as the suit and/or arbitration is pending including, but not limited to, the exhausting of any right of appeal which may apply to any party.

The terms and conditions of this Exclusive Dispute Resolution Process are intended to be severable, and if any particular provision and/or term of this Exclusive Dispute Resolution Process is held to be inoperable and/or void and/or without effect, it is the intent of this Exclusive Dispute Resolution Process that all other provisions and/or terms of this Exclusive Dispute Resolution Process remain in full force and effect and be construed in the manner that gives effect to the greatest extent possible to preserve the remaining provisions of these Rules.

Should litigation over a matter covered by this Exclusive Dispute Resolution Process be commenced in any state or federal court, the Sheriff shall have the right to intervene into that litigation to request that the

court dismiss that action and direct that the lawsuit be resolved in compliance with this Exclusive Dispute Resolution Process.

The failure to follow adhere to the provisions of this Exclusive Dispute Resolution Process shall be a basis for the immediate revocation of a License Holder's License or the denial of an Applicant's application.

Submitting an application for a new and/or renewal License shall be prima facie evidence of an Applicant's consent to the process set forth in this Exclusive Dispute Resolution Process and is an express acknowledgement by the Applicant that this Exclusive Dispute Resolution Process confers adequate due process to it.

Should litigation over a matter covered by this section be commenced in any state or federal court, the Sheriff shall have the right to intervene into that litigation to request that the court dismiss that action and request that the lawsuit be resolved in accordance with this Exclusive Dispute Resolution Process. The failure to follow this procedure shall be a basis for the immediate revocation of an Applicant's Application and/or License.

\_\_\_\_\_  
Applicant's Name

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

**STATE OF ALABAMA**  
**COUNTY OF** \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing Bingo License Application, and who is known to me, acknowledged before me on the date that, being informed of and understanding the contents of this Bingo License Application, voluntarily executed it on the day it bears date.

Given under my hand and official seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires on: \_\_\_\_\_