

2011 New Retailer Contract Provisions

Please read the new Retailer Contract carefully. Most of the revisions are intended to enhance or clarify existing language. However, there are two provisions that SCEL would like to call to your attention.

One change in the Retailer Contract is a provision expressly addressing illegal amusement/gaming devices (See Section I, paragraph 2 on page 1). This provision clearly establishes that an SCEL Retailer is responsible when any amusement device in a location licensed by SCEL is found to be illegal. **By signing the contract, Retailer agrees to an automatic, non-appealable six-month suspension if a magistrate determines an illegal device was present in your retail outlet.**

Another change in the Retailer Contract is the provision dealing with a “change in ownership” (See Section IV, paragraph 4 on page 8). There has been some confusion as to when a Retailer must notify SCEL, particularly when the business type is changed but the individual “owners” do not change. This revision is meant to assist you in understanding the requirements established by law.