California Lottery Pool Agreement

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Pool name: ____

Effective date: _____________________

Pool Manager: ____

Backup Pool Manager: ____

1. PURPOSE

The people who sign this Agreement (the "Members") agree to pool money to buy California Lottery tickets together and to share any prizes as stated below. Each Member owns an undivided share of every pool ticket, as a tenant in common with the other Members, from the moment the ticket is bought.

2. MEMBERS, CONTRIBUTIONS, AND SHARES

Member name (as on photo ID)	Contribution per draw ($)	Share (% or "equal")	Member signature and date	Spouse or registered domestic partner acknowledgment (if married or registered)

Attach additional pages if needed. Every Member must be at least 18 years old. No Member may be a person barred by law from buying a ticket or receiving a prize, including a Lottery commissioner or employee or a member of their household.

Spouse or registered domestic partner acknowledgment. By signing in the last column, the spouse or registered domestic partner of a Member acknowledges this Agreement and agrees that the Member may act for the Member's share under it. The acknowledgment does not make the spouse or partner a Member and does not change whether the Member's share is community or separate property.

3. POOL MANAGER DUTIES

The Pool Manager (or the Backup Pool Manager, if the Pool Manager is unavailable) will:

(a) Collect contributions and keep a written contribution log showing, for each draw, who paid, how much, and when.

(b) Buy tickets only with pool money, only for the games and draws in Section 5, and keep them separate from any tickets the Pool Manager buys personally.

(c) Before each draw, photograph or copy the front and back of every pool ticket and send the images and the updated contribution log to all Members by ____________________ (group text, email, or other method: ____________________).

(d) Keep the original tickets in a secure place: ____.

(e) Check results after each draw and report them to all Members within ____ days.

(f) Not sign any pool ticket as the sole owner, and not claim any prize of $600 or more except as provided in Section 7.

The Pool Manager may be reimbursed only for actual, out-of-pocket costs of running the pool (for example, copies or a safe deposit box), with receipts shared with all Members. The Pool Manager receives no fee and no percentage of any prize.

4. CONTRIBUTIONS AND MISSED PAYMENTS

(a) Each Member's contribution for a draw is due to the Pool Manager by ____________________ (day and time) before that draw.

(b) A Member who has not paid by the deadline is **not** in the pool for that draw and has no share of any prize from that draw. Other Members may not cover a missing contribution unless the Pool Manager records it in the log, with the covering Member's name, before the deadline. A covered Member is in the pool for that draw.

(c) Unused contributions are (check one): ☐ carried forward to the next draw ☐ refunded to the Member.

5. GAMES AND DRAWS COVERED

This Agreement covers the following California Lottery games (check all that apply):

☐ Powerball ☐ Mega Millions ☐ SuperLotto Plus ☐ Other: ____________________

Covered draws: ☐ every scheduled draw while this Agreement is in effect ☐ only these draw dates: ______________________________

Number of plays or tickets per draw: ____________________. Number selection: ☐ Quick Pick ☐ numbers chosen by the group (attach list).

6. PRIZES OF $599 OR LESS

A prize of $599 or less may be cashed by the Pool Manager at a retailer or the Lottery. The group elects (check one):

☐ Reinvest all such prizes in tickets for the next covered draw, recorded in the log.

☐ Split such prizes among the Members in that draw according to their shares, with any remainder under $1.00 per Member reinvested.

7. PRIZES OF $600 OR MORE

(a) **Designated Group Representative.** The group names ______________________________ as its Designated Group Representative for any claim, and ______________________________ as alternate.

(b) **Prizes of $600 to under $1 million.** The Lottery pays these prizes to the Designated Group Representative, and that payment discharges the Lottery from liability to the other Members. The Designated Group Representative will (1) have every Member in that draw complete IRS Form 5754 before any money is distributed, (2) file the completed forms with the Lottery as the Lottery directs so that each Member receives their own IRS Form W-2G, and (3) distribute each Member's share, less that Member's share of any federal withholding, within ____ days after receiving payment. The Designated Group Representative holds every other Member's share in trust for that Member until paid and may not use it for any other purpose.

(c) **Prizes of $1 million or more.** If the group has 100 or fewer Members in that draw, the group will claim using the Lottery's Multiple Ownership Claim forms (CSL 0896, completed by the Designated Group Representative, and CSL 0897, completed and signed by each other Member) so that each Member is paid individually. If the group has more than 100 Members, the Designated Group Representative will claim and distribute as in paragraph b.

(d) **Contribution amounts on Lottery forms.** The Lottery divides a group prize according to each Member's stated contribution to the total wager. Each Member agrees that the contribution amounts entered on any Lottery or IRS form will match the contribution log, so the payment matches the shares in Section 8.

(e) **Timing.** The group will submit any claim within ____ days after the draw, and in all cases before the Lottery's claim deadline for that game.

(f) **No solo claims.** No Member will claim a pool prize in their own name alone. A Member who does so holds the prize in trust for the other Members.

8. HOW SHARES ARE FIGURED (CHECK ONE)

☐ **Equal shares.** Every Member in a draw contributes the same amount and receives an equal share of any prize from that draw.

☐ **Proportional shares.** Each Member's share of a prize equals that Member's contribution for that draw divided by the total contributions for that draw.

9. CASH OPTION OR ANNUITY

For any jackpot prize, the Lottery requires a group's cash option election to be unanimous. If the group does not agree, the Lottery pays the annuity. The group will decide as follows (check one):

☐ Majority vote of the Members in that draw, by share. ☐ Majority vote, one vote per Member. ☐ Other: ________________________________

The vote will be held within ____ days after a winning claim is approved, and in time to meet the Lottery's election deadline. **Every Member agrees to sign whatever election form is needed to carry out the result of the vote.**

10. JOINING AND LEAVING

(a) A new Member joins by signing this Agreement (or an updated Member table) and paying the contribution. The new Member is in the pool starting with the first draw for which their contribution is received by the deadline in Section 4.

(b) A Member may leave by written notice (text or email is enough) to the Pool Manager. The Member is out of the pool for every draw after the notice is received and keeps their share of any draw they paid for before leaving.

(c) The Pool Manager will send an updated Member table to all Members whenever membership changes. Each Member's initials on the updated table are requested but not required.

11. LOST, STOLEN, OR DAMAGED TICKETS

The Pool Manager will use reasonable care to protect the original tickets. If a pool ticket is lost, stolen, or damaged, the Pool Manager will tell all Members immediately and report it to the California Lottery and, if stolen, to law enforcement. The Members understand that the Lottery may not pay a prize without the original ticket, and will not pay a Powerball or Mega Millions prize without it. The Pool Manager is not personally responsible for a lost prize unless the loss was caused by the Pool Manager's intentional misconduct or gross negligence.

12. DISPUTES

If a disagreement arises, the Members involved will first meet in good faith within ____ days. If that does not resolve it, they will try mediation with a mediator they agree on, sharing the mediator's fees equally, before anyone files a lawsuit. Nothing in this section prevents a Member from asking a court for an order to preserve a ticket or prize while the dispute is resolved.

13. GENERAL TERMS

(a) **Governing law.** This Agreement is governed by California law.

(b) **Entire agreement.** This Agreement, the Member table, and the contribution log are the entire agreement of the Members about the pool. Changes must be in writing and approved by ________________________________ (for example, all Members, or a majority by share).

(c) **Taxes.** Each Member is responsible for their own taxes on their share. The Members understand that California Lottery prizes are not subject to California income tax but are subject to federal tax, and that federal withholding may be less than the tax owed. Members should consult their own tax adviser.

(d) **Community property.** A married Member's share may be community property. Nothing in this Agreement changes the character of any Member's share.

(e) **Workplace rules.** If this pool is at a workplace, the Members are responsible for following their employer's policies.

(f) **Counterparts.** Members may sign on separate copies, and electronic or scanned signatures count as originals.

14. SIGNATURES

By signing below (or in the Member table), each Member agrees to this Agreement.

Name	Signature	Date

Pool Manager: ________________________________ Signature: _______________________ Date: __________

Designated Group Representative: ________________________________ Signature: _______________________ Date: __________

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