



This petition is to be used for a person or firm desiring to enter into a Food Concession arrangement with an On-Premise Licensee and to request the approval of the Liquor Authority for such arrangement.

This petition must be executed by both the Food Concessionaire and the On-Premises licensee and filed with the appropriate zone office.

01) Licensee Name: _____ Serial Number: _____

Premise Address: _____ City: _____ Zip Code: _____

02) Name of Food Concessionaire: _____

Business Address of Food Concessionaire: _____

City: _____ Zip Code: _____

03) List the names and titles of all members of the Food Concessionaire:

| Name of Individual | Residence | Social Security Number | Date of Birth |
|--------------------|-----------|------------------------|---------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

04) Are there any disciplinary actions pending against the applicant or license holder? Yes No

OFFICE USE ONLY:

| | | |
|-------------------------|----------------------|-------|
| _____ | _____ | _____ |
| Approved or Disapproved | License Board Member | Date: |

In addition to the executed petition, submit a copy of the following:

- 1) Personal Questionnaire, Proof of Citizenship, Photo Identification and a recent original color photo for each member of the Concessionaire.
- 2) Applicant's Statement for each member of the Concessionaire.
- 3) If concessionaire is a corporation, submit a Department of State Filing Receipt.
- 4) Certificate of Authority to Collect Sales Tax issued to the Food Concessionaire.
- 5) Submission of fingerprints for each member of the Food Concessionaire. Each applicant principal required to be fingerprinted will be instructed to contact L-1 Enrollment Services after the successful submission of your application. The fee for electronic fingerprinting is \$105.00 and will be paid directly to L-1 Enrollment Services when you are fingerprinted.
- 6) A copy of the written agreement. Such agreement must specifically provide for the preparation, service and sale of food by the concessionaire on the licensed premises under terms and conditions as stipulated below.

The petitioners hereby request the approval of the State Liquor Authority for permission to enter into an agreement whereby the "concessionaire" will prepare, serve and sell food to patrons of the licensed business operated by the "On-Premise Licensee" and for that purpose do hereby acknowledge the following:

1. An On-Premises licensee may grant to another person written concession to prepare, serve and sell food in such licensed premise provided that the written approval of the State Liquor Authority is first obtained.
2. The On-Premises licensee and the privileges thereof shall be available only to the person therein specifically licensed.
3. The obligation of the licensee to comply with the provisions of the Alcoholic Beverage Control Law and the Rules and Regulations of the State Liquor Authority shall in no way be diminished or impaired by such concession. The licensee shall continue to be responsible for the proper, lawful and orderly conduct of the entire licensed premises and shall be liable for all violations in the licensed premises or in connection with the licensed premises occasioned by or resulting from any and all acts committed, suffered or permitted by the concessionaire, any employee or any other person working or permitted to work on the licensed premises.
4. No such concession shall be valid if the concessionaire: (a) is disqualified from holding a license under any provision of the Alcoholic Beverage Control Law (except those pertaining to citizenship) or (b) has been convicted of any of the misdemeanors or offenses specified in Section 102, subdivision 2 of the Alcoholic Beverage Control Law, or (c) has had a license issued by the Authority cancelled, revoked or recalled; and such concession shall become void forthwith should the concessionaire acquire any such disability or be so convicted during the period of the concession.
5. The concessionaire shall not knowingly employ any person of disrepute or a person barred under Section 102, subdivision 2 of the Alcoholic Beverage Control Law. The concessionaire shall not employ any person in any capacity for more than 15 days in any premises licensed under an on-premises license unless an application for Petition of Employment of a Felon and a personal questionnaire of such employee has been filed with the Authority on or before the 15th day of such employment.
6. The licensee shall have the right to require the discharge of any employee of the concessionaire in any instance where such employment or the actions or omissions of such employee are in violation of any Law or the State Liquor Authority Rules. The failure of the concessionaire to discharge any such employees shall invalidate and void the concession.

7. Notwithstanding anything herein contained, the privilege granted to any licensee to utilize a concessionaire in connection with the preparation, service and sale of food in a licensed premises shall terminate and be discontinued within a period of not more than 30 days after the date of notice to the licensee by the Liquor Authority directing such termination; and such licensee shall certify in writing to the Authority not later than 10 days after the termination date set forth in the notice that the utilization of the services of such concessionaire has been discontinued.
8. No concession agreement shall take effect unless and until approved in writing by the Liquor Authority following the receipt of an appropriate application thereof on a form prescribed by the Liquor Authority which shall be accompanied by the appropriate documentation and fingerprints of the concessionaire, or if a partnership, each member of the partnership, or if a corporation, each of the officers, directors and stockholders (10% or more of the stock if 10 or more stockholders) unless such fingerprints have been previously filed with the Liquor Authority.
9. The concession agreement shall not be assignable to any other concessionaire without the prior approval of the Authority and shall be valid only as to the persons filing the appropriate application and obtaining the Authority's approval. It shall not be valid as to their successors nor as to any other corporate officers, directors or stockholders unless approval has been obtained by the Authority.
10. The licensee shall keep and maintain adequate and accurate records of all transactions involving the licensed business. Such records shall be kept separate and distinct from any records maintained by the concessionaire.

To induce the Authority to permit the concession, the undersigned licensee agrees that he will conform with all the above stated terms and conditions and will assume compliance therewith, both as to himself and as to the concessionaire; that any failure to carry out any of such conditions or terms by either shall constitute a breach upon which the approval of the Authority was granted and shall be cause for the suspension, cancellation, revocation or recall of the On-Premises license. The licensee further agrees that the above stated terms and conditions shall survive any renewal of the application.

| | | |
|--|-------------------|------|
| Signature of the Licensee, if partner both must sign | Title of Licensee | Date |
| Signature of the Licensee, if partner both must sign | Title of Licensee | Date |

The concessionaire agrees that he will conform with all the above applicable stated terms and conditions and will assume compliance therewith; that any failure to carry out any of such conditions or terms shall constitute a breach upon which the approval of the Authority was granted and shall be cause for the termination of such concession. The concessionaire further agrees that the above stated terms and conditions shall survive any renewal of the application.

| | | |
|--|-------------------|------|
| Signature of the Concessionaire, if partner both must sign | Title of Licensee | Date |
| Signature of the Concessionaire, if partner both must sign | Title of Licensee | Date |