



P.O. Box 650 • 57 Parker Rd. • Barre, VT 05641 • 800-548-4301 • www.neee.com

## BANQUET HALL/CATERER LIQUOR LIABILITY APPLICATION

### SECTION I.

1. Effective Date: \_\_\_\_\_ To: \_\_\_\_\_
2. Applicant's Name: \_\_\_\_\_
3. Applicant's Mailing Address: \_\_\_\_\_
4. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
5. Email Address of Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_
6. Inspection Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_
7. Number of Locations to be Insured (*complete one application per location*): \_\_\_\_\_
8. Location Address: \_\_\_\_\_
9. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
10. Type Of Business (*check all that apply*)  
 Banquet Halls/Caterer       Other
11. What year did the applicant start business at this location? \_\_\_\_\_
12. How many years' experience does applicant have owning or managing this type of operation? \_\_\_\_\_
13. Estimated Receipts:

Annual Food Receipts Off-Premises	\$ _____
Annual Food Receipts On-Premises Banquet/Rental Hall	\$ _____
Annual Liquor Receipts On-Premises Banquet/Rental Hall (including beer and wine)	\$ _____
Annual Liquor Receipts Off-Premises Catering (including beer and wine)	\$ _____

14. & 15.

#### **Question 14 - Coverage Limits and Question 15 - Assault & Battery Buy-Back Limits**

##### **All States except (AL, MI, MN, & IA):**

- |                                    |  |  |
|------------------------------------|--|--|
| Liquor Limits:                     | <input type="checkbox"/> \$100,000/\$200,000 (Not available in Illinois) | <input type="checkbox"/> \$300,000/\$600,000     |
|                                    | <input type="checkbox"/> \$500,000/\$1,000,000                           | <input type="checkbox"/> \$1,000,000/\$1,000,000 |
|                                    | <input type="checkbox"/> \$1,000,000/\$1,000,000                         | <input type="checkbox"/> \$1,000,000/\$2,000,000 |
| Assault & Battery Buy-Back Limits: | <input type="checkbox"/> \$50,000/\$50,000                               | <input type="checkbox"/> \$100,000/\$100,000     |
|                                    | <input type="checkbox"/> \$500,000/\$500,000                             | <input type="checkbox"/> \$300,000/\$300,000     |
|                                    | <input type="checkbox"/> \$1,000,000/\$1,000,000                         |  |

**(Michigan only)** The policy to which this application will apply is exempt from the filing requirements of MCL 500.2236.

**Alabama Only – All classes EXCEPT Stores and Wholesale distributors (Assault & Battery Buy-Back coverage not available):**

Liquor Limits:  \$100,000/\$200,000

**Alabama Only – Stores and Wholesale Distributors (Assault & Battery Buy-Back coverage not available):**

Liquor Limits:  \$100,000/\$200,000  \$300,000/\$600,000  \$500,000/\$1,000,000  
 \$1,000,000/\$1,000,000

**Michigan Only:**

Liquor Limits:  \$50,000/\$100,000  \$100,000/\$200,000  \$300,000/\$600,000  
 \$500,000/\$1,000,000  \$1,000,000/\$1,000,000  \$1,000,000/\$2,000,000

Assault & Battery Buy-Back Limits:  \$50,000/\$50,000  \$100,000/\$100,000  \$300,000/\$300,000  
 \$500,000/\$500,000  \$1,000,000/\$1,000,000

**Minnesota Only:**

Liquor Limits:  \$300,000/\$310,000  \$300,000/\$600,000  \$500,000/\$1,000,000  
 \$1,000,000/\$1,000,000  \$1,000,000/\$2,000,000

Assault & Battery Buy-Back Limits:  \$50,000/\$50,000  \$100,000/\$100,000  \$300,000/\$300,000  
 \$500,000/\$500,000  \$1,000,000/\$1,000,000

**Iowa Only (Assault & Battery coverage is included):**

Combined Single Limits:

\$150,000/\$300,000  \$200,000/\$400,000  \$300,000/\$600,000  \$400,000/\$800,000  
 \$500,000/\$1,000,000  \$1,000,000/\$2,000,000

Split Limits:

\$50,000/\$100,000/\$200,000 (PD=\$5,000)  \$50,000/\$100,000/\$200,000 (PD=\$50,000)  
 \$75,000/\$150,000/\$300,000  \$100,000/\$200,000/\$400,000  
 \$125,000/\$250,000/\$500,000  \$250,000/\$500,000/\$1,000,000

16. **Assault & Battery Buy-Back limit provided under General Liability Coverage?**  Yes  No

**Assault & Battery Buy-Back limit provided under General Liability Coverage:** \$ \_\_\_\_\_

17. List all claims and suits related to liquor liability including claims related to assault and battery claims brought against applicant within the past (5) years. (5 years loss runs preferred, minimum 3 years currently valued loss runs required to bind)

Date of Loss	Type of Loss	Description of Loss	Amount Paid	Amount Reserved	Status of Claim (O=Open, C=Closed)

18. What is the latest hour of operation? \_\_\_\_\_  am  pm  24 hours

19. Number of days applicant is open for business per week: \_\_\_\_\_

20. Maximum legal capacity of the premises: \_\_\_\_\_

21. Are there comedy, dinner theater, or other interactive/spectator acts?  Yes  No

22. Are there beer and wine sales only?  Yes  No

23. Are all alcohol-serving employees certified in a Formal Alcohol Training Course?  Yes  No
24. Are employees permitted to consume alcohol during their working hours/after their shift/after closing time?  Yes  No
25. Are non-employees permitted to serve alcohol?  Yes  No
26. Is BYOB (bring your own bottle) permitted at any time including banquet operations?  Yes  No
- a. Are patrons allowed to self-serve/pour/mix alcoholic drinks?  Yes  No
- b. Where is BYOB alcohol kept on premises? \_\_\_\_\_
- c. Who pours/serves/mixes alcoholic drinks? \_\_\_\_\_
27. Within the past 3 years, has applicant's liquor coverage been cancelled or non-renewed?  Yes  No
- If yes, explain: \_\_\_\_\_
28. Are employees permitted to consume alcohol on the premise?  Yes  No
- Check all applicable:
- After closing time?  During working hours?
- After their shift ends? If selected, are employees permitted to self-serve alcohol?  Yes  No
29. Does the applicant serve cannabis or THC infused drinks?  Yes  No

**SECTION II.**

1. Does applicant have a valid liquor license?  Yes  No
- If yes, liquor license number: \_\_\_\_\_
- If no, reason for not having a valid liquor license: \_\_\_\_\_
- Liquor license status: \_\_\_\_\_
- Michigan Business ID#: \_\_\_\_\_
2. Has license been suspended or revoked in the past 3 years?  Yes  No
3. Has applicant had any fines and/or citations for violation of laws or ordinances related to illegal activities or the sales of alcohol at this location within the past 3 years?  Yes  No

Fine/Citation Date	License Revoked or Suspended?	Description of Citation	Action taken to prevent future occurrences
	<input type="checkbox"/> Yes <input type="checkbox"/> No		

4. Are facilities available for banquets, receptions or private affairs?  Yes  No
- If yes, how many functions are handled annually? \_\_\_\_\_
- Describe type: \_\_\_\_\_
- Does/will the applicant ever permit anyone other than their own employees to serve alcohol?  Yes  No
5. Offer bottle service or set-ups?  Yes  No
- a. Are patrons allowed to self-serve/pour/mix alcoholic drinks?  Yes  No
- b. Who pours/serves/mixes alcoholic drinks? \_\_\_\_\_
- c. Is wine only offered?  Yes  No
- d. Minimum number of patrons required in a group to have bottle service: \_\_\_\_\_
6. What is the average age of patrons? \_\_\_\_\_
7. Are patrons under legal drinking age permitted on premises?  Yes  No
8. Are patrons under the age of 21 allowed on premises after 10 pm?  Yes  No
9. Are guns/weapons kept or permitted on premises?  Yes  No

If yes, where are they kept? \_\_\_\_\_

10. Does applicant employ bouncers or other security personnel?  Yes  No

If response is "Yes" to above question, answer questions below:

Do they carry weapons?  Yes  No

Are they?  Employees  Independent contractors  Both

Does the applicant have a written agreement with these contractors?  Yes  No

Are contractors required to provide a certificate of insurance evidencing General Liability and Assault & Battery coverage with limits equal to or greater than our policy?  Yes  No

11. Number of times law enforcement have been called to establishment within the past 12 months: \_\_\_\_\_

If response above is greater than "0", provide details: \_\_\_\_\_

12. Does applicant have a valid annual liquor license for off-premises catering events?  Yes  No

13. Will alcohol be provided by the applicant at all off-premises catering events?  Yes  No

14. Will applicant ever provide bartender only service at any events?  Yes  No

15. Will applicant ever provide catering service including alcohol at homes, beaches or parks?  Yes  No

If response is "Yes" to above question, answer questions below:

a. Will the homeowner's personal alcohol be stored away and not accessible during the catered event?  Yes  No

b. Will patrons/guests be permitted to self-serve alcohol during the event?  Yes  No

c. If the venue has a swimming pool or other water hazards, will guests be permitted to take alcohol into the water?  Yes  No

16. Are ID's checked at all events?  Yes  No

### SECTION III.

1. Additional Insureds:

Name	Relationship/Interest	Address	City, State, Zip	AI/CH

2. Expiring Liquor Liability Carrier: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Expiring Premium: \$ \_\_\_\_\_

Expiring Policy Limits: \$ \_\_\_\_\_

Deductible: \$ \_\_\_\_\_

### Fraud Warnings:

**Please refer to Acord 63 for state specific fraud warnings:** This application cannot be considered complete until the signed ACORD 63 fraud warning statement has also been attached.

**All Other States:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing materially false information may be guilty of a criminal offense and may be subject to fines and confinement in prison, and denial of insurance benefits.

## WARRANTIES AND REPRESENTATIONS

In submitting this application, the undersigned warrants and represents that:

- a) The information in this application and all attachments are true and complete as of the date submitted;
- b) Founders Insurance Company may, and is intended to rely upon such information in determining whether to issue insurance coverage and, if so, at what premium and upon what terms;
- c) Upon any change in circumstances which bear upon the accuracy or completeness of the undersigned's representations herein, he/she shall notify Founders Insurance Company immediately in writing and such notice shall become a part of this application;
- d) Founders Insurance Company may change the quoted premium and/or the terms of any coverage if, subsequent to the submission of this application, it becomes aware of any such circumstances, whether by notice from the undersigned or otherwise;
- e) Neither the insured nor any principal with a control interest in the insured, has filed for bankruptcy within 12 months prior to the date the application is signed;
- f) General Liability insurance is carried by the insured at limits equal to or greater than Liquor Liability on our policy;
- g) The insured has and will maintain a valid liquor license prior to the insured selling, serving or distributing alcohol.
- h) The undersigned authorizes all former liability insurers and all accounting firms to disclose to Founders Insurance Company and/or its agents all available information concerning the undersigned's prior underwriting or claims history and liquor purchases and receipts, and releases all such former liability insurers and accounting firms, Founders Insurance Company and its agents from any liability resulting from such disclosures and use, even if such information is incomplete or erroneous;
- i) Upon submission of this application and at any time thereafter the undersigned shall make available to Founders Insurance Company and its agents access to the premises and operations to be insured for an inspection and copies of the last four (4) calendar quarters of sales tax returns;
- j) The submission of this application shall not bind Founders Insurance Company or its agents to the issuance of insurance coverage, nor shall it bind the undersigned to accept insurance coverage; and
- k) Should Founders Insurance Company issue insurance coverage which is accepted by the undersigned:
  - 1) The undersigned shall allow Founders Insurance Company to audit its books, records, and operations, including an audit of the estimated liquor receipts to ensure their accuracy and/or actual liquor receipts for any relevant time period;
  - 2) The undersigned shall maintain accurate books and records of its liquor receipts for three (3) years following policy expiration and shall send to Founders Insurance Company copies of any documents requested;
  - 3) The premium payable for the insurance coverage is a deposit premium only and may be adjusted by Founders Insurance Company at any time during the policy period and up to three years after its expiration based upon the rates in effect at policy inception; and
  - 4) The undersigned shall pay any additional premium due to Founders Insurance Company within fifteen (15) days of receipt of an invoice.

**Applicant's Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Required) (Required) (Required)

**Producer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Required) (Required)