

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

# CONVENIENCE/LIQUOR STORE 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 Contac	t Name:		Phone:				
7.								
8.	Location Address:							
9.	City:	State:	Zip Code:					
10.	Type Of Business	(check all that apply)						
	☐ Liquor/Conven	ience/Grocery Store 🗌 Wh	nolesale Distributor	Other: _				
11.	What year did the	applicant start business at	this location?					
12.	How many years'	experience does applicant	have owning or mana	ging this ty	pe of operation?			
13.	Is the premises lo	cated on a campground?			☐ Yes ☐ No			
14.	Estimated Receip	ts:						
	Annual Liquor Red	ceipts On-Premises (includi	ng beer and wine)		\$			
	Annual Liquor Red	ceipts Off-Premises Packag	e Sales (including be	er and win	e) \$			
	Annual Liquor Red	ceipts Off-Premises Distribu	ition Sales (including	beer and w	vine) \$			
15	& 16.							
	Question 15 - Coverage Limits and Question 16 - Assault & Battery Buy-Back Limits:							
	All States excep Liquor Limits:	t (AL, MI, MN, & IA):  \$100,000/\$200,000  (Not available in Illinois)	\$300,000/\$600	0,000	\$500,000/\$1,000,000			
		\$1,000,000/\$1,000,000	\$1,000,000/\$2	2,000,000				
	Assault & Battery Buy- Back Limits:	\$50,000/\$50,000 \$500,000/\$500,000	\$100,000/\$100 \$1,000,000/\$1		\$300,000/\$300,000			

Liquor Limits:	□ \$10	0,000/\$200,000						
Alabama Onl	y – Stores ar	nd Wholesale Dis	tributors	(Assault & Bat	tery Buy-Back c	overage not available):		
Liquor Limits:		0,000/\$200,000 00,000/\$1,000,00		00,000/\$600,0	00	00/\$1,000,000		
Michigan Onl	y:							
Liquor Limits:		000/\$100,000		000/\$200,000 0,000/\$1,000,0		0/\$600,000 00/\$2,000,000		
Assault & Battery Buy- Back Limits:		00/\$50,000 ,000/\$500,000		000/\$100,000 0,000/\$1,000,0		0/\$300,000		
Minnesota O	nly:							
Liquor Limits:		0,000/\$310,000 00,000/\$1,000,00		00,000/\$600,00 000,000/\$2,00		000/\$1,000,000		
Assault & Battery Buy- Back Limits:		000/\$50,000 0,000/\$500,000		\$100,000/\$100,000 \$300,000/\$300,000 \$1,000,000/\$1,000,000				
Iowa Only (A	lowa 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					,000/\$800,000			
Split Limits:	t Limits:							
	\$50,000/\$100,000/\$200,000							
(PD=\$5,00	00) 3200,000/\$40		50,000) 00/\$250,00	00/\$500,000	3\$250,000/\$500	,000/\$1,000,000		
Assault & Bat	tery Buy-Ba	k limit provided	under Ge	neral Liability	Coverage?	Yes 🗌 No		
Assault & Bat	tery Buy-Ba	k limit provided	under Ge	neral Liability	Coverage? \$			
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		
What is the late	est hour of op	eration?	🗌 an	n 🗌 pm 🔲	24 hours			
	·	eration? open for business	<u>_</u>	_ · _	24 hours			
	s applicant is	open for business	<u>_</u>	_ · _	_	Yes 🗌 No		

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23	Within the past 3 years, has applicant's liquor coverage been cancelled or non-renewed?  If yes, explain:				□ No
24	. Does the applica	☐ Yes			
		a. Serve cannabis or THC infused drinks?			∐ No □ No
		b. Have slot or gaming machines?			
	If yes, how many?				
	c. Serve compli	∐ Yes	∐ No		
SECT	ION II.				
1.	Does applicant h	ave a valid liquor license	e?	☐ Yes	☐ No
	If yes, liquor licer	nse number:			
	If no, reason for i	not having a valid liquor	license:		
	Liquor license sta	atus:			
		ss ID#:			
2.	Has license beer	☐ Yes	☐ No		
3.	Has applicant ha related to illegal a				
	the past 3 years?			☐ Yes	□ No
					□ No aken to prevent
	the past 3 years?	)	Description of Citation	Action to	
	the past 3 years? Fine/Citation	License Revoked		Action to	aken to prevent
4.	the past 3 years?  Fine/Citation Date	License Revoked or Suspended?		Action to	aken to prevent
4.	Fine/Citation Date  Are there drive-th	License Revoked or Suspended?  Yes No		Action to	aken to prevent occurrences
<b>4</b> . <b>5</b> .	Fine/Citation Date  Are there drive-th If yes, do drive th	License Revoked or Suspended?  Yes No	Description of Citation  n containers or mixed drinks?	Action to future	aken to prevent occurrences
	Fine/Citation Date  Are there drive-th If yes, do drive th Are guns/weapon	License Revoked or Suspended?  Yes No  rough facilities?  rough facilities sell operns kept or permitted on p	Description of Citation  n containers or mixed drinks?	Action to future	aken to prevent occurrences  No No
	Fine/Citation Date  Are there drive-th If yes, do drive th Are guns/weapon If yes, where are	License Revoked or Suspended?  Yes No No Norough facilities?  Arough facilities sell oper no kept or permitted on put they kept?	Description of Citation  n containers or mixed drinks?  premises?	Action to future	aken to prevent occurrences  No No
5.	Fine/Citation Date  Are there drive-th If yes, do drive th Are guns/weapon If yes, where are Does/will applica	License Revoked or Suspended?  Yes No No Norough facilities?  Arough facilities sell oper no kept or permitted on put they kept?	Description of Citation  n containers or mixed drinks?  premises?	Action to future  Yes Yes Yes	aken to prevent occurrences  No No No
5.	Are there drive-the Are guns/weapon If yes, where are Does/will application If yes, answer a	License Revoked or Suspended?  Yes No No Norough facilities?  Irough facilities sell oper they kept?  Int offer on-premises tast., b., and c. below:	Description of Citation  n containers or mixed drinks?  premises?	Action to future  Yes Yes Yes	aken to prevent occurrences  No No No
5.	Are there drive-the Are guns/weapon If yes, where are Does/will applicate If yes, answer and a. Is eight ounce any one patrob. If someone of	License Revoked or Suspended?  Yes No  Trough facilities?  Trough facilities sell oper they kept?  They kept?  They kept?  They kept?  They kept on premises tast.  They kept?  They kept?	Description of Citation  n containers or mixed drinks?  premises?  ting or service of alcohol?	Action to future  Yes Yes Yes Yes	Aken to prevent occurrences  No No No No
5.	Fine/Citation Date  Are there drive-th If yes, do drive th Are guns/weapon If yes, where are Does/will applica If yes, answer a a. Is eight ounc any one patr b. If someone of required to co greater than	License Revoked or Suspended?  Yes No  Trough facilities?  Trough facilities sell oper they kept?  They kept?  They kept?  They kept?  They kept on premises tast.  They kept?  They kept?	Description of Citation  In containers or mixed drinks?  In containers or mixed drinks?	Action to future  Yes Yes Yes Yes Yes	Aken to prevent occurrences  No No No No No
5.	Fine/Citation Date  Are there drive-th If yes, do drive th Are guns/weapon If yes, where are Does/will applica If yes, answer a a. Is eight ouncany one path b. If someone of required to or greater than c. Is legal drink	License Revoked or Suspended?  Yes No  Norough facilities?  Irough facilities sell oper as kept or permitted on putter they kept?  In offer on-premises tast., b., and c. below:  The maximum amount on per day?  In other than applicant's emarry their own Liquor Lia applicant's?  In age verified for sample.	Description of Citation  In containers or mixed drinks?  In containers or mixed drinks?	Action to future  Yes Yes Yes Yes Yes Yes Yes Yes	Aken to prevent occurrences  No No No No No No

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#### SECTION III.

1. Additional Insureds:

Name	Relationship/Interest	Address	City, State, Zip	AI/CH		
2. Expiring Liquor Liability Carrier:						
Effective Date:		Expiration Date:				

### **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

Deductible: \$

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

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

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 then 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;
- 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

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- k) Should Founders Insurance Company issue insurance coverage which is accepted by the undersigned:
  - 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)	

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