

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*)

| | | |
|--|--|---|
| <input type="checkbox"/> Bar/Tavern | <input type="checkbox"/> Nightclub/Dance Bar/Discotheque | <input type="checkbox"/> Adult Entertainment Club |
| <input type="checkbox"/> Restaurant (1-25% liquor sales) | <input type="checkbox"/> Restaurant (26-49% liquor sales) | <input type="checkbox"/> Banquet Halls/Caterer |
| <input type="checkbox"/> Fraternal/Private/Social Clubs | <input type="checkbox"/> Liquor/Convenience/Grocery Store | <input type="checkbox"/> Wholesale Distributor |
| <input type="checkbox"/> Comedy Club | <input type="checkbox"/> Pool/Billiard Hall; Bowling Alley; Sports Venue | <input type="checkbox"/> 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. Is the premises located on a campground? Yes No
14. Estimated Receipts:

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

15. & 16.

Question 15 - Coverage Limits and Question 16 - Assault & Battery Buy-Back Limits

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

- Liquor Limits: \$100,000/\$200,000 (Not available in Illinois) \$300,000/\$600,000
 \$500,000/\$1,000,000 \$1,000,000/\$1,000,000 \$1,000,000/\$2,000,000
- Assault & Battery \$50,000/\$50,000 \$100,000/\$100,000 \$300,000/\$300,000
Buy-Back Limits: \$500,000/\$500,000 \$1,000,000/\$1,000,000
-

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

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

Assault & Battery Buy-Back limit provided under General Liability Coverage \$ _____

18. 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) |
|--------------|--------------|---------------------|-------------|-----------------|------------------------------------|
| | | | | | |

19. What is the latest hour of operation? _____ am pm 24 hours

20. Number of days applicant is open for business per week _____

21. Maximum legal capacity of the premises: _____

22. Does the applicant feature entertainment? Yes No

If yes, check all of the following types that apply, and the number of times entertainment is provided:

| Entertainment Type | | Number of times per Week | Number of times per Month | Number of times per Year |
|---|--------------------------|--------------------------|---------------------------|--------------------------|
| DJ | <input type="checkbox"/> | | | |
| Bands | <input type="checkbox"/> | | | |
| Adult entertainment with exotic dancing | <input type="checkbox"/> | | | |
| Karaoke | <input type="checkbox"/> | | | |
| Solo Vocalist/Piano Player/Guitarist | <input type="checkbox"/> | | | |
| Stage/Floor shows | <input type="checkbox"/> | | | |
| Outdoor Concerts | <input type="checkbox"/> | | | |
| Other live performers | <input type="checkbox"/> | | | |
| Describe: _____ | | | | |

23. Sports Venue? Yes No

Type of athletic event: _____

Number of times per week: _____ per month: _____ per year: _____

Axe throwing permitted? Yes No

Smash Room on premises? Yes No

24. Number of pool tables: _____ Number of bowling lanes: _____

25. Dancing permitted: Yes No

If yes, provide dance floor area: _____ square feet

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

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

28. Are all alcohol-serving employees certified in a Formal Alcohol Training Course? Yes No

29. 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

30. Are non-employees permitted to serve alcohol? Yes No

31. 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? _____
32. Within the past 3 years, has applicant's liquor coverage been cancelled or non-renewed? Yes No
- If yes, explain: _____
33. Does the applicant
- a. Serve cannabis or THC infused drinks? Yes No
- b. Have slot or gaming machines? Yes No
- If yes, how many? _____
- c. Serve complimentary drinks? Yes No
- If yes, provide details: _____

SECTION II.

1. a. Does applicant have a valid liquor license? Yes No
- b. Does applicant have a valid Off-premises catering annual liquor license? Yes No
- If yes to 1.a. or 1.b, liquor license number: _____
- If no to 1.a. or 1.b., 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. Does or will applicant ever offer:
- a. Drink specials/happy hours past 11pm? Yes No
 - b. Beer pong or other drinking games? Yes No
 - c. Complimentary drinks? Yes No
- If yes, provide details: _____
- d. All you can drink specials or other offers involving unlimited alcoholic beverages? Yes No
7. Is beer offered for less than \$1.00, including during happy hours and specials? Yes No
8. Is wine or liquor offered for less than \$1.50, including during happy hours and specials? Yes No
9. What is the average age of patrons? _____
10. Are patrons under legal drinking age permitted on premises? Yes No
11. Are patrons under the age of 21 allowed on premises after 10 pm? Yes No
12. Is this a fraternal club or social organization for members only? Yes No
13. Is the same day membership available? Yes No
14. Are members designated to serve alcohol, permitted to consume? Yes No
15. Is self-service of alcohol by members permitted? Yes No
16. Are there drive-through facilities? Yes No
- If yes, do drive through facilities sell open containers or mixed drinks? Yes No
17. Are guns/weapons kept or permitted on premises? Yes No
- If yes, where are they kept? _____
18. 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
19. Number of times law enforcement have been called to establishment within the past 12 months: _____
- If response above is greater than "0", provide details: _____

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:**

(Required)

Title:

(Required)

Date:

(Required)

**Producer's
Signature:**

(Required)

Date:

(Required)