

State of New York Liquor Authority Division of Alcoholic Beverage Control

Petition for Approval of Food Concession Arrangement by On-Premises Licensee

This petition is to be used for a person or firm desiring to enter into a Food Concession arrangement with an On-Premises 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 Authority. It can be filed as part of the original application and mailed to: New York State Liquor Authority, PO Box 782772, Philadelphia, PA, 19178-2772.

Licensee Name: _____ Serial Number: _____

Premises Address: _____ City: _____ Zip Code: _____

Name of Food Concessionaire Firm: _____

Business Address of Food Concessionaire: _____

City: _____ Zip Code: _____

List the names and titles of all members of the Food Concessionaire Firm.

Name of Individual	Residence

Name of Individual	Residence

Name of Individual	Residence

Name of Individual	Residence

Are there any disciplinary actions pending against the licensee or concessionaire (if licensed elsewhere)?

Yes or No (circle one)

OFFICE USE ONLY:

Approved or Disapproved	License Board Member	Date

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

- 1) 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.
- 2) If concessionaire is a corporation, submit a Department of State Filing Receipt.
- 3) Certificate of Authority to collect sales tax issued to the Food Concessionaire Firm.

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 premises 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. 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.

5. 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 concession has been discontinued .

6. 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.

7. 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.

8. The licensee shall keep and maintain adequate and accurate records of all transactions involving the license 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/she 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/she 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
--	-------------------	------