



12. Hours of operation:

Monday \_\_\_\_\_ to \_\_\_\_\_ Friday \_\_\_\_\_ to \_\_\_\_\_  
Tuesday \_\_\_\_\_ to \_\_\_\_\_ Saturday \_\_\_\_\_ to \_\_\_\_\_  
Wednesday \_\_\_\_\_ to \_\_\_\_\_ Sunday \_\_\_\_\_ to \_\_\_\_\_  
Thursday \_\_\_\_\_ to \_\_\_\_\_

Service bar only? Yes No

Beer and wine only? Yes No

Drive-through facility? Yes No

If applicant is a private club, will premises be used for wedding receptions, parties, bingo, fish fries, etc.? Yes No

If **YES**, describe: \_\_\_\_\_

13. Is applicant active in the day-to-day operation of the establishment? Yes No

If **NO** provide the following:

Name of manager: \_\_\_\_\_

Number of years employed by you: \_\_\_\_\_ Number of years of management experience: \_\_\_\_\_

14. Check all that apply:

Amusement Devices: None

Pool Tables # \_\_\_\_\_ Mechanical Bulls # \_\_\_\_\_  
Video Games # \_\_\_\_\_ Rock Climbing  
Dart Boards # \_\_\_\_\_ Velcro Walls  
Gyroscopes Boxing/Wrestling

Bungee Jumping

Other, describe: \_\_\_\_\_

Entertainment: None

Live Entertainment/Entertainers: Describe \_\_\_\_\_ # of days per week: \_\_\_\_\_

Customer Contests: Describe \_\_\_\_\_ # of days per week: \_\_\_\_\_

Dance Floor

Jukebox

Other, describe: \_\_\_\_\_

Promotions: None

"Happy Hours"/Reduced-Price Drinks # of days per week: \_\_\_\_\_

Pay-per-view Events # of days per week: \_\_\_\_\_

Televised Sports Events # of days per week: \_\_\_\_\_

Pre-Paid Drink Events # of days per week: \_\_\_\_\_

Flat-Fee "Open Bar" Events # of days per week: \_\_\_\_\_

Wait Staff with Shots # of days per week: \_\_\_\_\_

Beer Tubs # of days per week: \_\_\_\_\_

Funnel Drinking # of days per week: \_\_\_\_\_

Other, describe: \_\_\_\_\_



15. Does applicant host or sponsor special events?      Yes      No

If **YES**:

What type:      New Year's Eve      St. Patrick's Day      Oktoberfest      Other: \_\_\_\_\_

(If more than one event during a policy period please provide supplemental information)

16. Number of alcohol servers: \_\_\_\_\_ Number of servers currently employed who have completed T.I.P.S. or T.A.M.S. or equivalent course within the last three (3) years: \_\_\_\_\_

Are Employees, Managers, Owners or other staff permitted to consume alcohol while working (on the clock) for the applicant's (named insured's) operation?      Yes      No

17. Describe precautions taken to prevent serving minors and intoxicated patrons:

18. Describe how you and your employees handle patrons who become intoxicated:

19. Does applicant employ "bouncers" or any other security personnel?      Yes      No

If **YES**: Do they carry a weapon?      Yes      No

Are security personnel      Employees or      Independent Contractors

If Independent Contractors:

Do you obtain a certificate of insurance?      Yes      No

Name of security firm: \_\_\_\_\_

Are bouncers, whether employees or independent contractors, allowed to drink alcohol, prior too, or while working (on the clock) for the applicant's (named insured's) operation?      Yes      No

20. Does applicant utilize security cameras?      Yes      No

21. Estimate the average age of patrons:      20-29      30-39      40-49      50+

22. Is there a college/university within a one-mile radius?      Yes      No

If **YES**, name: \_\_\_\_\_

23. Is there a pier (dock) within a one-mile radius?      Yes      No

24. How many times have law enforcement officials been called to the applicant's establishment in the past 12 months? \_\_\_\_\_

25. List all claims and suits brought against applicant during the past five years [Loss Runs required at binding]

Date of Loss	Description	Amount Paid	Amount Reserved	Status: "O" = Open "C" = Closed

(Attach a separate sheet if more space is needed)



26. Is applicant aware of any incident or circumstance which might lead to claim or suit (not listed in question 25)? Yes No

If **YES**, describe: \_\_\_\_\_

27. Has applicant been fined by or had any citations from the Liquor Control Commission in the past five (5) years? Yes No

If **YES**, describe: \_\_\_\_\_

28. Has applicant ever had a liquor liability insurance policy canceled, declined or non-renewed? Yes No

If **YES**, describe: \_\_\_\_\_

29. Has applicant or any employee ever been convicted of a felony? Yes No

If **YES**, describe: \_\_\_\_\_

30. Prior liquor liability carrier: \_\_\_\_\_

Prior policy period: From: \_\_\_\_\_ To: \_\_\_\_\_

Prior policy limits: \$: \_\_\_\_\_ Deductible \$: \_\_\_\_\_

Prior premium: \$: \_\_\_\_\_

Current general liability carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_

Policy period: From: \_\_\_\_\_ To: \_\_\_\_\_

Policy limits: \$: \_\_\_\_\_ A & B Limit: \_\_\_\_\_

Deductible: \$: \_\_\_\_\_ GL Premium: \_\_\_\_\_

31. Annual Receipts **Sales Tax Returns Will Be Requested at Inspection**

Period	Food Sales	Bar Alcohol Sales	Bar Non-Alcoholic Beverage Sales	Packaged Alcohol Sales	All Other Sales (Gaming, Cover Charge, Etc.)
Expiring 12 months:					
Estimated for next 12 months:					

32. Accounting Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
(street) (city) (state) (zip)



**Fraud Warning:**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject to the person to penalties). (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation). (Not applicable in AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, PR, RI, TN, VA, VT, WA, and WV).

**APPLICABLE IN AL, AR, AZ, DC, LA, MD, NM, RI and WV**

Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

**APPLICABLE IN COLORADO**

It is unlawful to knowingly provide false, incomplete, or misleading facts for information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, for misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

**APPLICABLE IN OKLAHOMA**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**APPLICABLE IN FLORIDA**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**APPLICABLE IN KANSAS**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**APPLICABLE IN MAINE, TENNESSEE, VIRGINIA AND WASHINGTON**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**APPLICABLE IN PUERTO RICO**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**Warranties and Representations****In submitting this Application, the undersigned certifies and agrees that:**

- a) The information in this Application and all attachments are true and complete as of the date submitted;
- b) The Insurance Company may, and is intended to rely upon such information in determining whether to issue insurance coverage and, if so, what premium and upon what terms;
- c) Upon any change in the circumstances which bear upon the accuracy or completeness of the undersigned's representations herein, he/ she shall notify the Insurance Company immediately in writing and such notice shall become a part of this Application;
- d) The 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, the 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, the Insurance Company and its agents from any liability resulting from such disclosures and use, even if such information is incomplete or erroneous;



**continued**

- i) Upon submission of this application and at any time thereafter the undersigned shall make available to the 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 the Insurance Company or its agents to the issuance of insurance coverage, nor shall it bind the undersigned to accept insurance coverage; and
- k) Should the Insurance Company issue insurance coverage which is accepted by the undersigned:
  - 1) The undersigned shall allow the 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 the 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 the 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 the Insurance Company within fifteen (15) days of receipts of an invoice.

Agent Signature: \_\_\_\_\_ Applicant Signature: \_\_\_\_\_

Agent Print Name: \_\_\_\_\_ Applicant Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## Liquor Liability Application

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[everstrongassurance.com](http://everstrongassurance.com)

