Washington State
Liquor Control Board

RETAIL SERVICES, P.O. BOX 43081, OLYMPIA, WA 98504-3081

January 6, 2011

TO: Applicant

FROM: Retail Services Division, WSLCB

SUBJECT: Contract Liquor Store Manager Recruitment – King County

Thank you for your interest in operating a Washington State Contract Liquor Store (CLS). At this time, we are accepting applications for the greater King County area. Gross sales for a CLS in this area are estimated at $1,600,000 with compensation ranging from $128,705 to $147,298 dependent upon commission structure. These sales and commission figures are approximate and do not include any personal revenue generated by sale of associated merchandise. **We cannot guarantee revenue based on these estimates.**

Enclosed please find the application for CLS Manager, which includes a checklist outlining exactly what must be submitted with the application for it to be seriously considered. It is very important that all items requested are submitted with your application. The completed application must be received in our office **no later than close of business on February 7, 2011**.

Mail your application to: WSLCB - Retail Services
King County Recruitment
PO Box 43081
Olympia, WA 98504-3081

Questions? Email: CLSM@liq.wa.gov

Enclosures

STATE OF WASHINGTON
WASHINGTON STATE LIQUOR CONTROL BOARD

CLSM APPLICANT PRELIMINARY ACTIONS

The Washington State Liquor Control Board would like to thank you for your interest in becoming a Contract Liquor Store Manager.

It is highly recommended that you perform the following preliminary actions before completing the enclosed application packet.

- Review the Revised Code of Washington (RCW) Title 66: Alcoholic Beverage Control (available online at: http://apps.leg.wa.gov/rcw)
- Review the Washington Administrative Codes (WAC) Chapter 314 (available online at: http://apps.leg.wa.gov/wac)
- Review the Contract for Operation of a Contract Liquor Store (attached)
- Consult with your insurance carrier for appropriate coverage including liquor liability
- Consult with the Washington State Department of Licensing (www.dol.wa.gov) for appropriate permits/licenses such as a master business license and beer sales license. (Note: A newly appointed Contract Liquor Store Manager who wishes to sell beer purchased at wholesale from a distributor will not assume the license of the previous manager. The new manager must apply for and have approved a new license before initiating order and sales of said beer.)
- Contact appropriate County and Municipality Departments for zoning and appropriate licenses.
- Consult with a Financial Advisor to ensure proper business structure (sole, corporation, S-chapter, etc)

APPLICATION

MATERIALS

Washington State
Liquor Control Board

Contract Liquor Store Applicants

Documentation Requirements

NOTE: Individual applicants must provide the following:

- ☐ Résumé of work experience, skills and education
- ☐ Contract Liquor Store Manager Application
- ☐ Contract Liquor Store Manager Duties and Responsibilities
- ☐ Dept. of Licensing Abstract of Complete Driving Record
- ☐ Copy of Personal Financial Statement (including assets, liabilities and net worth, and explanation of any large deposits made within the last 90 days, using Form LIQ 214)
- ☐ Copy of Income Tax returns for the past three years
- ☐ Copy of Business Plan for the proposed business (including marketing strategy, demographics, merchandising plan, customer service approach, and financial pro-forma for first 24 months including staffing and compensation schedule)
- ☐ Copy of any franchise agreements (with any suppliers whose products or services would be within the walls of the proposed liquor store building)
- ☐ Copy of any intent to purchase or intent to lease agreements (related to any property, buildings, fixtures, furniture, equipment, vehicles, trade names or goodwill to be used or associated with this business)
- ☐ Authorization to Disclose and Furnish Copy of Record (Form LIQ 144)
- ☐ Personal/Criminal History Statement for Employment Applicants(Form LIQ 837)
- ☐ Affidavit of Financial Loan (completed and signed by lending institution, Form LIQ 819)
- ☐ 2011 Prospective CLS Manager Information Survey
- ☐ Limited Liability Company Information (Form LIQ 722)

Note: **Bolded** items below apply to partnerships, investors and corporations only and are in addition to the above applicant requirements.

- ☐ **Copy of any Partnership agreement (signed by all partners) if applicable**
- ☐ **Financial/Investor documentation (if applicable) including if applicable:**
  - **Signed Authorization to disclose & furnish copy of record for each investor (Form LIQ 144)**
- ☐ **Copy of previous 12 months Income Statements and last 90 days Accounts Payable and Accounts Receivable statements if applying as current registered corporation**
- ☐ **Copy of Profit and Loss statement from any on-going business owned or operated by the prospective Liquor Store Manager (if applicable)**

Required forms where applicable must be signed and completed for this packet to be considered complete. Incomplete packets will <u>not</u> receive consideration.

A copy of the WSLCB Contract is provided. Do not return this document.

Washington State Liquor Control Board
Contract Liquor Store Manager Application

Contract Store Location:_____ Date Received: _____

General Information			
First Name	Middle Initial	Last Name ☐Jr. ☐ Sr.	
Present Street Address			How long? (years/months)
City/State/Zip		Home Phone ( )	
Mailing address (if different than above)		E-mail Address	
Social Security Number	☐Male ☐Female	Date of birth	Mother's maiden name
Type of housing ☐ Rent ☐ Own or Buying ☐ Board ☐ Live with parents or relatives ☐ Other		Payment amount	
Previous address (if less than three years to current address)			How long?(years/months)
Dependents: number and ages	Are you a legal resident of the State of Washington? ☐Yes ☐No	Are you over 21 years of age? ☐Yes ☐No	Wash. ID/Drivers License # Expires:
Other names under which credit has been granted or may be verified:			

Work History (Please provide past 10 years)		
Current Employer	Position/Occupation	How long (years/months) From / to /
Employer's address		Retired ☐Yes ☐No
City/State/Zip		Business Phone ( )
-		
Employer	Position/Occupation	How long (years/months) From / to /
Employer's address		Retired ☐Yes ☐No
City/State/Zip		Business Phone ( )
Employer	Position/Occupation	How long (years/months) From / to /
Employer's address		Retired ☐Yes ☐No
City/State/Zip		Business Phone ( )

If more space is needed, copy this blank form or attach additional sheets.

Business Information: (Complete this portion if applying as part of existing business or utilizing current business as reference/asset base.)					
Business Name (as registered)			DBA (if applicable) State Registration #		
Taxpayer ID Number		Phone ( )		Fax ( )	
Annual Sales:	Business Established Month Year	Current Ownership		(# of years)	# of employees
Street Address			City/Sate/Zip Code		
Mailing Address			City/State/Zip Code		
Description of Business or Service					
Business contact name		Phone ( )		Fax ( )	
Legal Status of Business: ☐ Sole Proprietorship ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Sub-S Corporation ☐ Professional Corporation ☐ Limited Liability Company ☐ Limited Liability Partnership ☐ Nonprofit Corporation Other (describe) _____					Number of signers to execute loan documents

Financial Information (required)

✓ if held jointly	Assets (attach separate sheet if necessary)	Bank, Institution or Description	Bank Managers Name and Phone Number	Balance or Market Value	Liabilities	To whom owed	Present Balance	Monthly Payment
	Checking 1 Checking 2			$ $	Credit Card 1 Credit Card 2		$ $	$ $
	Savings, CDs, IRAs			$	Department Stores		$	$
	Auto 1 (year, make) Auto 2 (year, make)			$ $	Auto Loan 1 Auto Loan 2		$ $	$ $
	Real Estate			$	First mortgage on primary residence, or rent		$	$
	Stocks, bonds, mutual funds, annuities			$	Second Mortgage		$	$
	Money Market Account			$	Other debts/ purpose		$	$
	Other Assets			$	Equity loan or lines		$	$
					Other Loans			
	Total Assets			$	Total Liabilities		$	$

Primary Business Assets and Market Value			
Inventory	Vehicles	Equipment	Real Estate
$	$	$	$ Less prior leans of $
Deposits	Securities	Real Estate Property Address	
$	$		
Accounts Receivable	0-30 days	30-60 days	90+ days
	$	$	$
Accounts Payable	0-30 days	30-60 days	90+ days
	$	$	$
Other (describe)			
	$	$	$

1. Where would you locate the Contract Store? (Please note the address and physical location of the building.) _____

   _____

2. Name of landlord. _____ Phone #:(_____)_____
3. Will this be a "stand alone" Contract Store? ☐Yes ☐No. If no, describe other associated business.

   _____

   _____

4. Is the applicant a party to any legal claim or lawsuit?
   ☐ Yes ☐ No
5. Is the applicant subject to any outstanding liens? If so, please describe. _____

   _____

   _____

6. Are any taxes currently past due by Applicant? ☐ Yes ☐ No
7. Has Applicant ever declared bankruptcy? ☐ Yes ☐ No
8. Is Applicant contingently liable as a guarantor or endorser?
   ☐Yes ☐No If yes, please list_____
9. Have you ever been refused a bond? ☐Yes ☐No If yes, provide details.

   _____

   _____

10. Are you a past or present Washington State employee? ☐Yes ☐No
    If yes, list name, dates of employment, and last employer.

    _____

    _____

11. Do you have a current and/or previous government (federal, state, local) contract?
☐Yes ☐No If yes, explain._____

_____

12. Do you now, or have you ever had a license issued by the Liquor Control Board?
☐Yes ☐No. If yes, please identify the type of license.

_____

13. Are you aware of any information in your credit history that may disqualify this application?
☐Yes ☐No If yes, explain.

_____

_____

14. Are you a high school graduate or have you passed a general education development (GED) test?
☐Yes ☐No

15. List post high school training, including college, business technical school, military training, and other relevant education.

School Name/Employer	Degree/Training

Provide below the names of four professional references, who have been associated with you for at least three years. All persons to whom you refer may be asked to appraise your character, ability, experience, personality, and other qualities.

Reference Name	Business Phone ( )	Residence Phone ( )
Address		

Reference Name	Business Phone ( )	Residence Phone ( )
Address		

Reference Name	Business Phone ( )	Residence Phone ( )
Address		

Reference Name	Business Phone ( )	Residence Phone ( )
Address		

Note: After initial screening, you may be required to submit other financial documents. If applying as a sole proprietor, we require 3 years Federal Tax Returns. If applying in current registered corporation name, we require 1 years (past 12 months) Income Statements and 3 months (past 90 days) Accounts Payable and Accounts Receivable statements.

Release of Information/Certification

I hereby certify, with my signature, the above information is true and accurate. My signature also authorizes WSLCB to obtain criminal history checks, if necessary; to check the credit of the corporation business and its' principals; to obtain a credit report; and to verify any responses provided above(per my completed Waiver and Authorization to Release Information). Such information will be used by WSLCB and it's contracting process. Some or all of the information may be defined as public information and also be disclosed to third parties when requested according to state law and departmental policy to the extent that such information is not privileged from such disclosure by state or federal credit protection law.

Signature_____Date _____.

Name (Please Print) _____ Social Security # _____

CONTRACT LIQUOR STORE MANAGER
Duties and Responsibilities

Applicant Name: _____
Prospective Store Location:_____
Date: _____
Interviewer: _____

Introduction: (Applicants to read and sign)

The following is a list of duties and responsibilities for this Contract Liquor Store (CLS).

The position of the Contract Liquor Store Manager (CLSM) is a full time job. CLSM's are responsible for all operating costs and you are expected to adhere to the following:

- You are expected to follow all Liquor Control Board policies and procedures as well as each provision of the contract that you will sign.
- You are responsible for the day to day operation of the CLS and are expected to be on site a minimum 60% of the stores posted operating hours or 30 hours minimum per week.
- Your business will be open for inspections/visits on a regular basis by Liquor Control Board personnel. Including your District Manager, LCB Auditor, and LCB Enforcement.
- You are responsible for maintaining a required level of inventory and for keeping inventory losses at a minimum and to accomplish monthly inventories, along with weekly and month end reports.
- You are expected to utilize a personal computer to record sales and make bank deposits, prepare licensee orders, complete transfers, banquet permits, and any other documents that may be required by the WSLCB.
- The CLS manager is responsible for obtaining all store fixtures such as shelving to display liquor products, check stands or sales counter, exterior signage, and other office furniture as deemed necessary.
- The CLSM is responsible for ordering and receiving liquor shipments, which are then put into warehouse stock.
- The CLSM is expected to maintain a good selection of liquor and wine for your community.
- Store appearance must include liquor attractively displayed, well-stocked shelves and neatly kept bottles.

- The CLSM shall maintain the contract liquor store premises in a manner that allows customers a clean, comfortable, and safe environment to make purchases.
- CLSM will ensure that LCB monthly prices are charged and maintained.
- The location for the CLS as presented in the business plan, will be considered the Applicant's final location unless otherwise approved by the LCB prior to the signature of the CLS operating contract.

After reading the requirements, please sign and date below indicating full understanding of the requirements and agreement to fulfill them if selected.

Signed: _____ Date: _____

Washington State
Liquor Control Board

Licensing and Regulation
PO Box 43098
Olympia WA 98504-3098
Phone: (360) 664-1600
Fax: (360) 753-2710

Liquor License No.

Financial Statement for Person or Entity Loaning, Gifting, or Investing Money

Please type or print clearly in dark ink. Complete all spaces or print N/A in spaces that do not apply. Attach additional sheets as needed in same format.

NAME OF BUSINESS AND PERSON TO WHICH MONEY IS BEING LOANED, GIFTED OR INVESTED::	

YOUR NAME/ENTITY NAME: *Last*	*First*	*Middle*
DOB:	DAY PHONE ( )	

MAILING ADDRESS: *Street/Route/PO Box*	*City*	*County*	*State or Country*	*Zip Code*

EMPLOYMENT HISTORY OR DATES ENTITY HAS BEEN IN BUSINESS

EMPLOYMENT HISTORY (List employment, self-employment, military service, school attendance or unemployment for the last **5 years**).

Dates From - To:	**Title:**	**Employer/School**
ADDRESS: Street or Route	**City**	**State or Country**
Dates From - To:	**Title:**	**Employer/School**
ADDRESS: Street or Route	**City**	**State or Country**
Dates From - To:	**Title:**	**Employer/School**
ADDRESS: Street or Route	**City**	**State or Country**

ASSETS

A BANK and INVESTMENT ACCOUNTS (List all bank and investment accounts you have signature authority over, and any accounts of which you are the beneficiary).

BANK NAME	ACCOUNT TYPE	ACCOUNT NUMBER	BALANCE	AUTHORIZED SIGNATURE(S)
1.				
2.				
3.				
4.				

B INCOME	**SELF/ENTITY**	**SPOUSE** (if applicable)
MONTHLY SALARY	$	$
AVERAGE MONTHLY	$	$
OTHER MONTHLY INCOME	$	$

Original - Agency Copy - Applicant

	Liquor License No.

C	TOTAL CASH OTHER THAN IN BANK: $	LOCATION OF CASH:

D REAL ESTATE OWNED

ADDRESS OF PROPERTY COVERED	COUNTY	TOWNSHIP/RANGE / SECTION	TITLE IN NAME OF	VALUE OF LAND AND/OR BUILDING	MONTHLY RENT PAID TO YOU

E NOTES AND ACCOUNTS RECEIVABLE (Moneys owed to you and/or your business - - including this loan)

FROM WHOM (Full name, address)	MONTHLY PYMT	CURRENT BALANCE	DUE DATE

LIABILITIES

A MORTGAGES AND CONTRACT OWING (Including rent/lease payments)

ADDRESS OF PROPERTY COVERED	FULL NAME OF LENDER / LANDLORD	CURRENT BALANCE	MONTHLY PYMT

I certify that this Financial Statement is true and accurate as of this date. I hereby authorize investigation of my financial records and other sources as necessary.

Signature	Print Name	Date

Original - Agency Copy - Applicant

Washington State Liquor Control Board

Licensing and Regulation Division
PO Box 43098
Olympia WA 98504-3098
Phone: (360) 664-1600
FAX: (360) 753-2710
www.liq.wa.gov

_____
Trade Name

_____
License Number

_____
UBI Number

AUTHORIZATION TO DISCLOSE AND FURNISH
COPY OF RECORD

To: Financial Institution(s); Utility Providers(s); Business (es); engaged in lending, arranging or closing loans and real estate transactions

This form authorizes release of any and all information, including photocopies, to the Washington State Liquor Control Board (WSLCB) or its representatives, regarding either myself or any business account with which I am connected, and to furnish information concerning my financial responsibility.

The purpose of this authorization is to aid the WSLCB in the financial investigation of the application for a license. RCW 66.24.010(2)

If this authorization is not sufficient to obtain access to certain records, it is understood that I may be requested to execute some other appropriate authorization or release and that any failure to do so may be taken into consideration by the WSLCB in its review of the license application.

I understand and give my permission for a credit check to be completed if it is deemed necessary as part of the financial investigation.

A copy of this authorization will constitute a duplicate original and as such shall have the same effect and authorization as the original.

I understand that I may revoke this authorization in writing at any time and the WSLCB may take any such revocation of this authorization into consideration in its review of the license application.

I release the providers and users of the information collected pursuant to this authorization from any liability under state or federal privacy laws and further release the state of Washington, its officers, agents and employees from any liability, which may be incurred as a result of the collection and use of the information.

This authorization will automatically expire upon completion of the investigation.

Signature _____ Print Name _____

Date _____

State of Washington, County of _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Seal or Stamp

_____
Signature of Notary Public

_____
Print Name

_____
Title

My appointment expires: _____

Washington State
Liquor Control Board

PERSONAL/CRIMINAL HISTORY STATEMENT FOR EMPLOYMENT APPLICANTS

This form will be used by the Washington State Liquor Control Board (WSLCB) to perform a criminal background check for persons seeking employment with the WSLCB. Criminal convictions do not necessarily bar you from employment. However, untruthful responses are grounds for your rejection.

Please type or print clearly in dark ink. Complete all spaces or print N/A in spaces that do not apply. Attach additional sheets as needed using the same format.

(for official use only)

Today's Date: _____

Position Classification: _____

Division/Unit: _____

Hiring Manager: _____

Recruiter (only for HQ & DC): _____

District Manager (if applicable): _____

Store Number (if applicable): _____

Scan form to **LRED@liq.wa.gov** or fax (360) 704-5054

PERSONAL STATEMENT

NAME: *Last*	*First*	*Middle*	*Maiden*
OTHER NAMES USED:	SOCIAL SECURITY NUMBER	PREVIOUS SOCIAL SECURITY NUMBER	
HOME MAILING ADDRESS:	*City*	*County*	*State or Country* / *Zip Code*
E-MAIL ADDRESS:	HOME PHONE: ( )	WORK PHONE: ( )	Cell PHONE: ( )
BIRTHDATE: Month/Day/Year	PLACE OF BIRTH: City	County	State or Country
SEX: / RACE: / HEIGHT:	WEIGHT:	EYE COLOR:	HAIR COLOR: / DRIVER'S LICENSE NUMBER & STATE OF ISSUE:
ARE YOU A U.S. CITIZEN? ☐ YES ☐ NO	If NO, give alien registration/entry visa/work permit number(s):	PORT OF ENTRY:	DATE OF ENTRY: Month/Day/Year
MILITARY SERVICE: Branch Dates of service to	COUNTRY OF MILITARY SERVICE:	TYPE OF DISCHARGE:	

RESIDENCE INFORMATION

List all addresses where you have resided for **the last 10 consecutive years.** List current residence first. **If more space is needed, attach additional sheets using same format.**

Dates From To	Street Address:			
	City:	County:	State or Country	Zip Code:
Dates From To	Street Address:			
	City:	County:	State or Country	Zip Code:
Dates From To	Street Address:			
	City:	County:	State or Country	Zip Code:
Dates From To	Street Address:			
	City:	County:	State or Country	Zip Code:

EMPLOYMENT HISTORY

List employment, self-employment, military, unemployment and school attendance for the last ten (10) consecutive years. If more space is needed attach additional sheets in the same format.

Dates From To	Title:		Supervisor	
Employer/School:				
ADDRESS: Street or Route	City	County	State or Country	Zip Code
Dates From To	Title:		Supervisor	
Employer/School:				
ADDRESS: Street or Route	City	County	State or Country	City
Dates From To	Title:		Supervisor	
Employer/School:				
ADDRESS: Street or Route	City	County	State or Country	City

CRIMINAL HISTORY STATEMENT

Untruthful responses OR omission of information are grounds for rejection for this, and further employment opportunities at the WSLCB. Answering yes will not automatically bar you from employment. Please answer the following questions.

NOTE: When answering the questions below, be sure to include traffic violations like driving while license suspended, negligent or reckless driving, and other criminal traffic offenses. Exclude minor traffic violations such as seat belt, license tab, speeding, and parking infractions etc. Please choose yes, even if charges were dismissed, deferred, or changed.

Question: Within the past 10 years have you:

1. Been arrested or cited? ☐ Yes ☐ No
2. Been charged with a crime? ☐ Yes ☐ No
3. Been convicted of a crime? ☐ Yes ☐ No
4. Been placed on probation? ☐ Yes ☐ No
5. Forfeited bail or paid a fine over $50? ☐ Yes ☐ No

If you answered YES to any of the above, please explain each charge fully below attaching additional sheets as needed. False or incomplete information may result in denial of further consideration for employment. If you are unsure of your criminal history dates, you can refer to the WA State Patrol WATCH Program at http://www.wsp.wa.gov/crime/crimhist.htm.

OFFENSE DATE	OFFENSE	CITY	COUNTY	STATE	DISPOSITION AND DATE

CERTIFICATION

All of the information on this form is true and accurate to the best of my knowledge. I understand that the information I have provided will be verified. I also understand that a **deliberate misstatement or omission of fact(s) will be grounds for removal** from the eligibility list for this position, and for removal from the position, if hired. I understand that this form is the property of the Washington State Liquor Control Board.

Signature	
Print Name:	Date Signed:

Washington State Liquor Control Board

Licensing and Regulation Division
PO Box 43098
Olympia WA 98504-3098
Phone: (360) 664-1600
FAX: (360) 753-2710
www.liq.wa.gov

Trade Name _____

License Number _____

UBI Number _____

Affidavit of Financial Loan

This affidavit serves to provide information to the Washington State Liquor Control Board regarding the review of a liquor license application (RCW 66.08.140).

The below named financial institution has completed this form and given final approval of a financial loan for:

Name of Person(s) or Entity Approved for Loan: _____

Loan or Account Number: _____

Amount of Loan: _____

Repayment Plan (to include balloon payments and interest percentage):

_____

Collateral or Security: _____

Date Loan was finalized: _____

_____
Financial Institution Name

_____
Phone Number of Representative

_____
Authorized Signature/Title

_____
Print name

_____
Date

Washington State
Liquor Control Board

Instructions:
Please complete survey and return with other materials in your Application packet.

Please Type or Print Clearly **2011 PROSPECTIVE CLS MANAGER INFORMATION SURVEY**

If your business is registered under multiple tradenames, please list all tradenames.

Business Name/Tradename(s):

_____

Name of Prospective CLS Manager:

_____
Last Name First Name MI

Mailing Address:

_____
Street Address City State Zip

Physical Address:

_____
Street Address City State Zip

Phone:
Day : _____ Evening: _____
Business Email Address:

_____

Do you have a Beer/Wine license? _____ **If yes, License #:** _____

Are you a business registered with the State of Washington?

__ Yes **If yes, select one to indicate type of business registered:**
__ Sole proprietor
__ Limited Liability Corporation (LLC)
__ Profit Corporation
__ Other (please describe): _____

__ No **If no, explain:** _____

Are you currently in good standing with the following state departments (check if yes):

__ **Employment Security** **If no, please comment:** _____
__ **Labor and Industries**
__ **Licensing**
__ **Revenue**
__ **Secretary of State**

Please provide your Unified Business Identification (UBI) Number ***(must be 9-digits & usually starts with 600 or 601):*** _____
If applicable, please provide your federal Tax Identification Number (TIN): _____

Conflict of Financial Interest Statement
Please list any business in which you have financial interest that meets ANY of the following criteria. **a) Business has financial interest, direct or indirect, relating to the sale of beer, wine or spirits.** **b) Business has financial interest, direct or indirect, related to the distribution of beer, wine, or spirits.** **c) Business has financial interest, direct or indirect, related to the manufacturing of beer, wine, or spirits.** *For example: You own a business (store, etc.) where beer is sold; or have stock in a liquor, beer or wine distributor.*
Please list applicable business(es), if you have no conflict of interest, please enter N/A:
Prospective CLS Manager Signature

Print Name/Title

Proposed Location of CLS

Signature

Date

Washington State Liquor Control Board

Licensing and Regulation
PO Box 43098
Olympia WA 98504-3098
Phone: (360) 664-1600
Fax: (360) 753-2710

Limited Liability Company Information

Limited Liability Company (LLC) Information

Limited liability companies must be registered with the Washington Secretary of State.

Name of LLC		Telephone Number ( )
LLC Mailing Address: *Street, Route, or PO Box*	*City*	*State* *Zip Code*
UBI Number	Date of LLC Formation	State of Formation

Limited Liability Company Members and Managers

Name *(Last, First, Middle)*	Title	Date of Birth	Social Security Number
Home Address *(Street or Route, PO Box, City, State, Zip)*		Home Telephone No. ( )	% or Units Owned
Spouse *(Last, First, Middle)*	Date of Birth	Social Security Number	
Name *(Last, First, Middle)*	Title	Date of Birth	Social Security Number
Home Address *(Street or Route, PO Box, City, State, Zip)*		Home Telephone No. ( )	% or Units Owned
Spouse *(Last, First, Middle)*	Date of Birth	Social Security Number	
Name *(Last, First, Middle)*	Title	Date of Birth	Social Security Number
Home Address *(Street or Route, PO Box, City, State, Zip)*		Home Telephone No. ( )	% or Units Owned
Spouse *(Last, First, Middle)*	Date of Birth	Social Security Number	
Name *(Last, First, Middle)*	Title	Date of Birth	Social Security Number
Home Address *(Street or Route, PO Box, City, State, Zip)*		Home Telephone No. ( )	% or Units Owned
Spouse *(Last, First, Middle)*	Date of Birth	Social Security Number	

(Please attach additional sheets in same format if necessary.)

I hereby certify that there have been no changes in limited liability company members or managers that have not been reported to the Washington State Liquor Control Board, and that each member and manager is the real party of interest. The undersigned certifies on behalf of the limited liability company it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.

Name (please print) _____ Title _____

Signature _____ Date _____

The enclosed pictures represent what a modern Contract Liquor Store may look like.

These examples are characteristic of what would be considered for approval by the Liquor Control Board in the final selection process for a Contract Liquor Store Manager.

CONTRACT FOR OPERATION OF A

LEVEL 2 CONTRACT LIQUOR STORE

THIS AGREEMENT, entered into by and between the Washington State Liquor Control Board (WSLCB), 3000 Pacific, Olympia, Washington 98504 and _____ (doing business as) _____ (if applicable) ("Contract Manager") to operate and maintain a state contract liquor store. This agreement supersedes any previous agreement made between the WSLCB and the Contract Manager.

At all times hereafter set forth, where written notice is required, the party providing the notice shall send the written notice by certified mail or other methods of serving legal notice. When using certified mail, notice shall be deemed received as of the date the certified written notice is sent. The parties may agree in writing to alternative methods or time periods for notice.

1.0 APPOINTMENT

1.1 The contract liquor store to be known as Washington State Level 2 Contract Liquor Store No._____shall be located at _____ _____and the mailing address will be _____ _____.

2.0 DUTIES OF THE WSLCB

2.1 Definitions

2.1.1 Liquor as used in this contract will include ethyl alcohol, spirits and wine. (RCW 66.04.010(1)).

2.1.2 The Contract Managers Advisory Committee (CMAC) was established November 5, 2000 and is defined as a recommending

body of representative Contract Liquor Store managers and Liquor Control Board employees that may be involved in, but not limited to the following:

- The Contract Managers contract
- The Contract Liquor Stores Procedure Manual
- Training issues and concerns

2.2 The WSLCB shall ship to the Contract Manager, on a prepaid freight basis, liquor that is to be kept for sale by the Contract Manager.

2.3 The WSLCB shall determine the amounts, classes, varieties and brands of liquor listed for sale statewide. The WSLCB will work with the Contract Manager to ensure a choice of products to the community being served. Where items are in short supply, the Contract Manager shall have an equal opportunity to order and receive such items.

2.4 The WSLCB shall issue and distribute price lists showing the price to be paid by purchasers for each item of liquor for sale at the contract liquor store.

2.5 The WSLCB shall assign licensees' accounts to a state liquor store or contract liquor store. No solicitation of licensee accounts will be allowed. The WSLCB normally assigns restaurant accounts to the nearest state store or contract liquor store.

2.6 The WSLCB shall provide a listing of the contract liquor store telephone number and address in an appropriate telephone directory's yellow pages under "Liquor Stores, when possible".

2.7 The WSLCB shall provide a bank account, in the local community where possible, for daily deposit of funds derived from the sale of liquor and banquet permits by the Contract Manager. Daily deposit of funds by the

Contract Manager is required unless a waiver has been granted by the Director of Finance.

3.0 COMPENSATION

3.1 The WSLCB shall pay the Contract Manager on or about the fifteenth (15th) day of the month following the month of sale, after receipt of documents set forth in paragraph 7.3. Commission rates will be set forth in Appendix A which is attached and incorporated by reference within this contract.

3.2 Commission rates will be reviewed before July 1 of even years and the compensation rates may be adjusted by the WSLCB, with input from the Contract Managers Advisory Committee.

3.3 All proposed compensation adjustments must be approved by the WSLCB and by the Director of Office of Financial Management, in accordance with RCW 66.08.026.

3.4 Any operating shortages verified by formal audit shall be deducted from any compensation due and owing the Contract Manager until the amount of the shortage is paid in full. The WSLCB will allow shortages of one tenth of one percent (1/10 of 1%) of the Contract Manager's gross sales during the audit period to be paid at cost. Shortages in excess of one tenth of one percent (1/10 of 1%) shall be paid at full retail price. Shoplifting credit may be granted if a police report has been filed.

4.0 PERIOD OF OBLIGATION

4.1 This contract begins on _____, and will expire on _____ or until signature of the replacement Contract Liquor Store Contract, whichever occurs first. If the Contract Liquor Store Manager fails to sign and return the replacement Contract Liquor Store Contract within 30 days

of issuance, this contract may be deemed null and void. This contract supersedes any other previously signed contracts.

5.0 ADMINISTRATION OF AGREEMENT

5.1 This contract is individual to the Contract Manager. Where the Contract Manager is a corporation, the shareholder or officer who signs the contract is personally responsible to the WSLCB for the operation of the contract liquor store in compliance with the terms of this contract and all applicable WSLCB policies and procedures. Such personal responsibility cannot be transferred to any other shareholder or officer without the WSLCB approval in writing.

5.2 This is a contract for the performance of the Contract Manager, and the Contract Manager's rights hereunder shall not be assignable or transferable by the Contract Manager. Upon the death or incapacity of the Contract Manager, the WSLCB may temporarily appoint a surviving family member or assignee who has been actively involved in the business, to manage the contract liquor store, provided the WSLCB determines the family member or assignee is qualified. The WSLCB will give serious consideration to a qualified applicant, when the applicant intends to purchase the fixtures, assuming the lease, purchasing the contract liquor store building, or purchasing the supplementary business of the existing contract liquor store.

5.3 This document contains the entire contract between the parties and no statements, promises, or inducements made by either party, which are not contained in this contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing signed by all parties.

6.0 ORDER OF PRECEDENCE

6.1 In the event of any conflict between the terms of the Contract Liquor Store Procedures Manual and this contract, the terms of this contract shall prevail.

7.0 DUTIES AND RESPONSIBILITIES OF CONTRACT MANAGER

7.1 The Contract Manager shall sell the WSLCB's liquor to retail customers and all eligible liquor licensees on the contract liquor store premises at prices set by the WSLCB.

7.2 The Contract Manager shall maintain the security of, and prevent damage to, the liquor and any other property of the WSLCB.

7.3 The Contract Manager shall account for all inventory, sales and receipts on such forms and/or equipment and at such intervals as may be required by the WSLCB, including but not limited to: damaged merchandise, transfers, transaction summaries, shipment discrepancies, inventories, and weekly sales reports and Insurance Certificates (See Appendix B) Failure to submit reports within the guidelines set forth will cause a delay in receipt of commission.

7.4 The Contract Manager shall merchandise liquor attractively and maintain the contract liquor store premises in a manner that allows customers a clean, comfortable, and safe environment to make purchases.

7.5 The Contract Manager is responsible to receive freight shipments and maintain an accurate count of merchandise received and to submit shipment discrepancies and/or claims to carrier as they occur.

7.6 The Contract Manager shall maintain sufficient hours of operation at convenient times to serve the public, but not before 6 a.m. or after 11

p.m. The minimum operating hours will be: 8 hrs per day, 6 days per week. Core hours 11-7 daily. No liquor sales, except beer under a beer retail license, shall be made on Sunday unless RCW 66.16.080 is modified or repealed to allow such sales. The contract liquor store may open or close on state holidays at the discretion of the Contract Manager.

7.7 The Contract Manager shall place timely orders for the liquor items offered by the contract liquor store for sale. The requisitions shall be based on what may be reasonably expected to meet customer and licensee demand. Contract manager will be responsible for verifying the accuracy of orders and making corrections during the pre-order process. No supplemental orders are allowed unless an emergency situation exists as approved by the WSLCB.

7.8 The Contract Manager may transfer order errors or refused orders to another contract liquor store. Freight carriers, if used, must be approved by the WSLCB and the Contract Manager is responsible for freight costs.

7.9 If order errors or refused items are returned to the WSLCB's Distribution Center, the Contract Manager will be charged double the freight cost of the return covering the expense of both shipment and return of product.

7.10 The Contract Manager shall adhere to the policy, guidelines and Contract Store Procedures Manual concerning the operation of the contract liquor store related to the control of the WSLCB's assets and complies with legal requirements under local, state and federal law, subject to the provisions of 12.1 of this contract.

7.11 The Contract Manager shall comply with all applicable local, state and federal laws and regulations that affect the operation of a business in the State of Washington. (For further information, refer to Department of

Licensing information packet ‘Operating a Business in the State of Washington’.)

7.12 The Contract Manager shall comply with advertising restrictions in accordance with RCW 66.08.060.

7.13 The Contract Manager shall comply with the use of the Washington State insignia or references to the WSLCB restrictions in accordance with WAC 314-52-020.

7.14 The Contract Manager may apply for a license to sell beer by applying for a Beer/Wine Specialty Shop Retail License under RCW 66.24.371 and conditions approved by the WSLCB. If licensed, the Contract Manager may sell beer purchased from a duly licensed beer distributor, on the premises of the contract liquor store.

7.15 The Contract Manager shall not sell liquor other than at the contract liquor store premises.

7.16 The Contract Manager shall not deliver any liquor to a purchaser at a location other than the contract liquor store.

7.17 The Contract Manager shall not sell, give or otherwise supply or allow to be sold, given or supplied an alcoholic beverage to any person under the legal drinking age or any person apparently under the influence of an alcoholic beverage.

7.18 The Contract Manager shall not be directly or indirectly interested or engaged in any other business or undertaking dealing in liquor other than the contract liquor store.

7.19 The Contract Manager shall not withdraw or allow to be withdrawn merchandise for any purpose other than sale at current Board prices.

7.20 The Contract Manager shall not allow any alcoholic beverage container to be opened or any alcoholic beverage to be consumed on the premises of the contract liquor store. Damaged or defective merchandise will be destroyed in accordance with Board procedures as specified in the Contract Liquor Store Procedures Manual.

7.21 All expenses for employees hired by the Contract Manager to work in the contract liquor store are the responsibility of the Contract Manager. The Contract Manager must provide training to employees regarding the requirements of this contract and the Contract Liquor Store Procedures Manual. No person under twenty- one (21) years of age is permitted to perform any duties in a contract liquor store.

7.22 A contract store manager must secure written WSLCB approval prior to moving a store to a new location.

7.23 Shelf space shall be provided by the Contract Manager for a minimum inventory level of 800 SKU's in spirits and 200 SKU's in wine on display

7.24 A model shelf-set schematic will be provided by the LCB.

7.25 The Contract Manager will be required to be on site to manage day-to-day operations of the contract liquor store. The Contract Manager must be available to be in the contract store for all audits and as necessary to complete all functions of the contract store. The Contract Manager cannot delegate, hire, or otherwise put in place another manager to take care of day-to-day operations. The Contract Manager cannot be away from the contract store for extended periods of time except for:

- Vacations not to exceed 8 weeks per year.
- Serious illness.
- Or with District Manager approval.

7.26 Signs will be in good taste and conform to local building code and

ordinances. When the lease allows, a backlit sign with white letters and red background will be installed on the exterior of the store. Signage is an expense of the CLSM.

7.27 The Contract Manager will accept debit or credit cards for sales of liquor at the contract liquor store.

7.28 The style of store will be self-service, not a counter store.

7.29 Inventory turn requirement is 10 turns per year, and this requirement will be for all regular stock and special order stock.

8. REVENUE ACCOUNTABILITY

8.1 The Contract Manager shall not sell or allow to be sold, any liquor, owned by the WSLCB, except for cash, credit or debit card presented at the time of sale. Personal or business checks may be accepted as cash, but the Contract Manager is responsible for their value. The WSLCB will accept responsibility for such check value, when the WSLCB's Financial Division has authorized acceptance of the check from a licensee account, as a result of a letter of credit from the licensee's bank, or an agreement on form LIQ 426-20, which has been properly completed and is on file.

9 INSURANCE

9.1 The WSLCB shall assume liability for loss of Liquor Control Board owned property when a burglary, robbery, fire, or loss due to an act of nature occurs, providing the Contract Manager has implemented reasonable precautions as outlined by the Contract Store Procedures Manual. Shoplifting credit may be granted if a police report has been filed. Loss Prevention measures and precautions will be reviewed and/or revised periodically by the District Manager and the Contract Manager. In the

event of a disagreement the Contract Manager can appeal to the Director of Retail Services.

9.2 The Contract Manager is responsible for providing adequate insurance coverage at his/her own expense to protect against his/her portion of the legal liability arising out of activities under this contract. As an independent contractor, the Contract Manager acknowledges that they cannot be indemnified by the State.

9.3 The Contract Manager shall provide a Certificate of Liability Insurance from his/her insurance carrier to the WSLCB, attention Director Retail Services. The Certificate shall be sent to the WSLCB within 30 days after renewal of the insurance coverage. Failure to do so will be a violation of the contract.

9.4 The Contract Manager will be required to obtain an alarm system, a trim box and a safe, for security reasons.

10.0 EDUCATION AND TRAINING

10.1 The WSLCB will offer a periodic orientation for new Contract Managers, and two weeks unpaid training at a large CLS at the incoming manager's expense prior to opening for business. The new CLSM is expected to learn about liquor store operations. Operations include, but are not limited to: reconciling incoming shipments; taking monthly inventory; reconciling deposits with sales; Department of Revenue reporting; merchandising; and controlling shoplifting.

10.2 The WSLCB will provide training updates to address significant procedural or policy changes.

10.3 The WSLCB will provide points of contact statewide that Contract Managers may contact to request ID/Over Service training.

10.4 The Contract Manager will ensure that their employees are trained in

ID/Over Service Training.

10.5 The Contract Manager will ensure that their employees are trained in day-to-day operations.

11.0EQUIPMENT, SUPPLIES AND MERCHANDISE

11.1 DEFINITIONS

11.1.1 "Equipment" means, but is not limited to: monitors, modems, printers, document scanning units and software. "Equipment" does not include mail sorting units or office furniture.

11.1.2 Merchandise means inventory items provided by the WSLCB that are sold by the Contract Managers to customers for a fee. Merchandise includes, but is not limited to liquor.

11.2 The WSLCB will not provide supplies such as pens and pencils, writing paper, and office expendables unless such items have unique uses in the performance of this agreement.

11.3 The WSLCB will provide bags, shelf price tags, reporting forms necessary for the exclusive use of conducting business for the WSLCB.

11.4 The WSLCB shall maintain ownership over all liquor until such time as it is properly sold. By delivering merchandise to the Contract Manager pursuant to this contract, the WSLCB does not sell, offer for sale, or contract to sell, liquor to the Contract Manager. Title to the merchandise remains in the name of the WSLCB, shall not pass to the Contract Manager, and the WSLCB receives no sales consideration from the Contract Manager. Upon the effective date of termination, the Contract Manager shall make the WSLCB's inventory and other property available to the WSLCB.

11.5 The WSLCB shall provide, at the WSLCB's expense, one set of the equipment necessary to accept debit or credit cards~~,~~ including the telephone line required by the equipment. Equipment supplied by the WSLCB may be used only for sales of the WSLCB's liquor. The WSLCB shall maintain the equipment at its cost. The Contract Manager shall be responsible for the security, safekeeping, and proper use of the equipment. Equipment supplied by the WSLCB that is lost, or damaged shall be the responsibility of the Contract Manager for all replacement costs.

11.6 The following facilities, equipment, supplies and services for operation of the contract liquor store shall be provided by the Contract Manager, including, but not limited to:

11.6.1 A secure building or sales area at a location approved by the WSLCB.

11.6.2 All utilities for the operation of the contract liquor store including a voice telephone line designated for the contract liquor store's use and a separate line if additional line is required for credit/debit card transactions.

11.6.3 All licenses and permits required by state or local governments to operate the contract liquor store.

12.0 PROCEDURE MODIFICATION

12.1 The WSLCB shall adopt policy**,** guidelines and procedures concerning the operation of the contract liquor store related to control of the WSLCB's assets and compliance with legal requirements under local, state and federal law. The policy, guidelines and procedures shall be contained in the Contract Liquor Store Procedures Manual. The WSLCB will notify the

Contract Manager of any change in the Contract Liquor Store Procedures Manual prior to implementation of the change.

13.0 AUDIT

13.1 The Contract Manager shall open the contract liquor store and its books and records at any reasonable time to inspection and audit by representatives of the WSLCB, the State Auditor, the Legislative Evaluation and Accountability Program (LEAP) and Joint Legislative Audit and Review Committee (JLARC).

14.0 TERMINATION

14.1 In the event that liquor sales are made unlawful in the county or an incorporated city or town within which the contract liquor store is located as the result of an election held under Chapter 66.40 RCW, then this contract shall terminate as of the effective date of the change, as decided by law.

14.2 In the event the Contract Manager desires to terminate the contract prior to the expiration of the contract's term, the Contract Manager agrees to provide the WSLCB with at least one-hundred and twenty (120) days' notice, in writing, of the desire to terminate the contract. Except as otherwise agreed in writing, if the Contract Manager fails to give the full one-hundred and twenty (120) days' notice, the Contract Manager agrees to pay the WSLCB liquidated damages, pursuant to the following formula: the average monthly commission paid to the Contract Manager for the previous year prior to which notice is given, shall be divided by the average number of working days in a month. This figure shall in turn be multiplied by the difference between one-hundred and twenty (120) days, and the amount of days notice in fact given plus labor and freight costs. The Contract Manager also agrees that all or any portion of the amount

properly established to be due and owing the WSLCB may be offset against payments owing to the Contract Manager.

14.3 In the event a statute, ordinance, or regulation is enacted, changed or interpreted in such a way that the services called for under this agreement are prohibited or no longer allowable or appropriate for purchase by the WSLCB or are no longer eligible for the funding contemplated for payments authorized by this contract, the WSLCB may terminate this contract.

15.0 TERMINATION FOR CAUSE

15.1 The WSLCB may terminate this contract for cause, which includes but is not limited to, any of the following:

15.1.1 The Contract Manager becomes insolvent, unable or unwilling to pay contract liquor store debts, applies for or consents to the appointment of a receiver or trustee, or makes a general assignment for the benefit of creditors.

15.1.2 The Contract Manager and/or an employee violate any applicable federal, state or local statute or the WSLCB regulation, policy or procedure.

15.1.3 The Contract Manager has repeated excessive shortages as verified by audit.

15.1.4 The Contract Manager gives unsatisfactory service to the community as reflected by a pattern of confirmed and verified complaints from the public.

15.1.5 There is a material breach of this contract.

15.1.6 The Contract Manager or an employee of the Contract Manager misappropriates or participates in misappropriation of money or other property of the WSLCB or intentionally or negligently

violates any policy or procedure of the WSLCB with regard to liquor sales proceeds or inventory which causes a financial loss to the WSLCB.

15.1.7 The Contract Manager is unable to properly perform or fulfill the Contract Manager's duties, either permanently or for an indefinite period.

15.1.8 The Contract Manager uses or allows the use of the contract liquor store premises for any activity illegal under federal, state, or local laws.

15.2 The WSLCB's Director of Retail Services or designee will decide whether cause exists to terminate this contract. Written notice of such decision shall be provided to the Contract Manager. The Contract Manager may appeal this decision to the WSLCB by sending a written appeal to the Administrative Director within 20 days of the date the Director's or designee's decision was sent. The Contract Manager may request a hearing, to present new or previously undisclosed facts, by filing a written request with the Administrative Director within 20 days of the date the Director's or designee's decision was sent. If requested, the WSLCB must grant a hearing before terminating the contract. The hearing will be held pursuant to the provisions of the Administrative Procedure Act, Chapter 34.05 RCW.

15.3 The WSLCB may terminate this contract after giving 180 days' written notice to the Contract Manager, if the WSLCB determines that continued operation of the contract liquor store is not in the best economic interest of the state.

15.4 If the WSLCB's Director of Retail Services or designee intends to terminate the contract under the prior paragraphs of this section, he or

she may suspend the Contract Manager pending final decision on the termination. In the event of suspension, the WSLCB may, at its discretion, elect to operate the contract liquor store, or to remove its products from the premises at the expense of the Contract Manager.

15.5 Upon closure of a contract liquor store, the last commission check will be held until the final audit or the month end process has been completed, whichever is later.

16.0 TERMINATION BY MUTUAL CONSENT

16.1 The parties may terminate this contract by mutual consent in writing.

17.0 INDEPENDENT STATUS

17.1 The Contract Manager is an independent contractor. Neither the Contract Manager nor the Contract Manager's employees are employees of the WSLCB, and, therefore, are not entitled to any of the rights, benefits, or privileges accorded to employees of the State of Washington.

18.0 LIMITATION ON LIABILITY AND RESPONSIBILITY

18.1 The Contract Manager agrees and acknowledges that any claims or damages arising out of the Contract Manager's operation of a non-liquor sales business or sale of goods other than liquor are the Contract Manager's sole responsibility. The Contract Manager will indemnify the WSLCB for any damages and costs of suit, however denominated, arising from such activities of the Contract Manager.

18.2 The WSLCB assumes no liability with respect to any bodily injury, the Contract Manager's portion of liquor liability, illness, accident, theft or any other damages or losses concerning persons or property, except as provided for in 9.1.

19.0 CONTROLLING LAW VENUE

19.1 This contract shall be governed by the laws of the state of Washington. In the event of litigation concerning this contract, venue shall be in the Superior Court for Thurston County, Washington. This contract shall be interpreted in accordance with the laws of the state of Washington.

20.0 ENTIRE AGREEMENT

20.1 This agreement may not be modified or amended without written consent of both parties.

20.2 IN WITNESS WHEREOF, the WSLCB and the Contract Manager have executed this agreement as of the date and years last written below. The parties signing hereby affirm that they have the authority to bind their respective parties to the terms of this Agreement.

20.3 The parties agree that if any portion of this contract shall be found to be void under the laws of the State of Washington, the remaining portions of the Agreement shall continue in full force and effect.

DATED this _____ day of _____, 200_.

Washington State Liquor Control Board:

_____

Pat Kohler, Administrative Director

_____

Chris Liu, Retail Services Director

_____

Randy Simmons, Financial Services Director

_____

Contract Liquor Store Manager