STATE OF NEW JERSEY

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
P.O. BOX 087
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WWW.NJ.GOV/OAG/ABC

CHRISTOPHER S. PORRINO
Acting Attorney General

JONATHAN A. ORSEN
Acting Director

TO: All Winery Licensees
RE: New procedure for issuing Temporary Permits for Outlet/Salesroom
DATE: June 22, 2016

The Division of Alcoholic Beverage Control, in coordination with the New Jersey Winegrowers Association, is implementing a new and streamlined application process for Outlet/Salesrooms. Wineries that opt to accept the Temporary Authorization Permit (TAP) prior to a site inspection being conducted by the Division, may utilize the following procedure, revised June 22, 2016.

Below is the listing of the requirements to apply for this permit. Please do not amend/alter these affidavit templates in any way. If you revise the Alcohol Management Agreement to fit your needs, you must bring it to our attention immediately.

Please submit the following documents to Executive Assistant, Rosemary Bonney:

Completed Outlet/Salesroom Permit Application
Sketch of premise depicted areas to be used for storage, display, and points of sale (POS).
Copy of Mayoral letter issued by the applicant
Completed affidavit
Copy of executed lease/management agreement
Affidavit of Publication

The affidavit template, publication template and sample mayoral letter documents are attached to this notice.

Online applications are now available for the Outlet/Salesroom. Outlet/Salesrooms are now being treated as a Permit and will be renewable at the same time as your license. We encourage you to utilize the online system.

Thanks to everyone for your cooperation and patience!!!

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
P.O. BOX 087, 140 EAST FRONT STREET
TRENTON, NJ 08625-0087

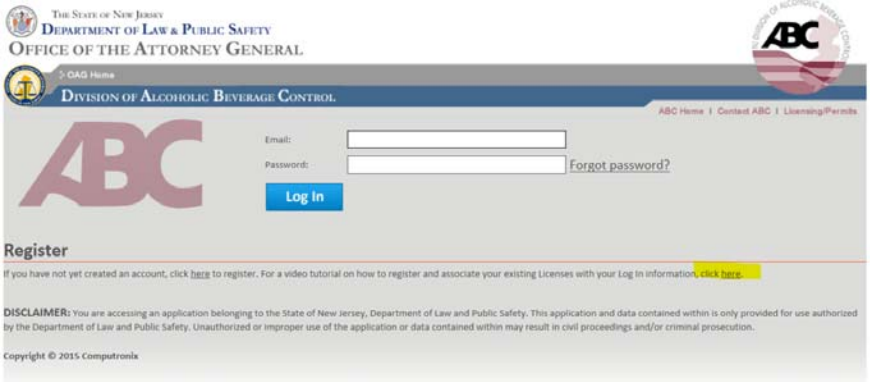
ONLINE APPLICATION SUBMISSION

How to Apply for a Winery Salesroom/ Outlet Online

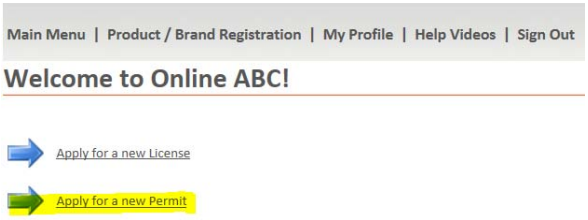
Under N.J.S.A. 33:1-10(2)(a), 33:1-10(2)(b), 33:1-10(2)(c) Plenary, Farm, and Out-of-State wineries licensed with the State of New Jersey have the privilege of operating an additional winery out/salesroom at a non-licensed premise in New Jersey. The application can now be submitted via the Online Licensing System.
NOTE: Many wineries have already registered to be a user to complete their renewal for the 2015-2016 license term, therefore you can log into the online licensing system and begin.

To log in to the online licensing system following this link: https://abc.lps.nj.gov/ABCPublic/Login.aspx

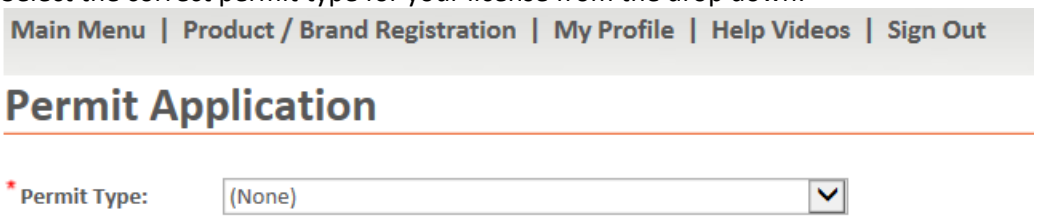
- For licensees who have not registered the above link has a video tutorial on how to register and associate you existing licenses.



Once you have successfully logged into the system:



1. Apply for a new Permit:
2. Select the correct permit type for your license from the drop down:



3. Follow the instructions to apply for the permit, there will be a question and answer section, the system will prompt you to upload certain required documents, and finally to submit and pay for the permit itself.

Contact the Division with any further questions. Please do not hesitate to disclose any issues that may be experienced with the system. Main Line: (609) 984-2830

Thank you in advance for your patience as we move forward with the Division's New Online Licensing System.

Alcohol Management Plan for Retail Outlets

Prepared by: Garden State Wine Growers Association

Effective Date: June 22, 2016

Alcohol Management Plan for Retail Outlets

The New Jersey Alcoholic Beverage Control Act provides that holders of plenary winery licenses and farm winery licenses may operate retail outlets within the State of New Jersey. See N.J.S.A. 33:1-10(2)(a) and 33:1-10(2)(b). These retail salesrooms are commonly referred to as "outlets" by members· of the regulated community (hereinafter "Outlets"). The Garden State Wine Growers Association is a membership organization of the New Jersey wine industry, which includes among its members licensees that operate Outlets throughout the State (referred to herein as "Licensees" or "Winery Licensees"). A number of members operate Outlets at BYOB restaurants in the- State of New Jersey.

The State Division of Alcoholic Beverage Control ("ABC") has recommended that operators of Outlets adopt an alcohol management plan to standardize the operations of salesrooms located within this State, with a particular focus of creating standards to formalize the business relationship between wineries and owners (hereinafter "Store Owners") of the restaurants or retail stores (hereinafter "Stores") in which Outlets are located. After consultation with ABC representatives, the Association has developed the following Amended Alcohol Management Plan to govern the operation of all Outlets. All members of the Association agree to follow the standards set forth herein, and understand that the failure to do so shall result in the immediate closure of the non-compliant Outlet.

1. Lease Agreement: The Licensee must enter into a lease agreement ("Lease Agreement") with the Store Owner, and for storefront outlets, with the landlord, if any. The Lease Agreement shall outline the parties' rights and obligations, as well as the payment of rent for use of the premises for the Outlet and any restocking fee to be paid by Licensee. All payments to be made by Licensee to the Store Owner must be specified in the Lease Agreement. The term of each Lease Agreement shall correspond with the expiration date of the license of the Licensee; however, the Lease Agreement may include certain renewal and/or option rights that are triggered upon the renewal of the winery license. A copy of all Lease Agreements shall be provided to the ABC upon execution, and are subject to ABC approval.

All Lease Agreements with Store Owners must include a provision that provides that the Store Owner is subject to the control and direction of the Licensee in connection with the operation of the Outlet. All Lease Agreements with Store Owners must include provision that provides that all alcohol sales activity is under the control and direction of the Licensee in connection with the operation of the Outlet. ·The termination clause in any such Lease Agreement must provide that noncompliance with the terms and standards set forth in this Alcohol Management Plan shall result in the termination of the Lease Agreement unless the deficiency is cured within a reasonable amount of time. A sample Lease Agreement is attached hereto as Exhibit A.

2. Retail Outlet Premises: Each Lease Agreement shall attach a map of the outlet premises ("Leased Premises"), specifically identifying the area

which will be used for storage, sale, display and delivery of the wine. This map should also reflect all entrances and exits at the Store in which the Outlet is located, and all best efforts should be made to avoid storing or selling wine near the Store's entrances and exits. Also, the Lease Agreement shall include a narrative to describe the leased area reserved for the sale of wine, a description regarding the storage location, the area from which the wine will be sold and where it will be consumed. The narrative should also explain how the wine will remain secured on the premises in accordance with the Security Plan discussed herein. In the case of Outlets located at restaurants, to the extent possible, all wine shall be stored in one location at the restaurant and displays shall be empty bottles or bottles filled with non-alcoholic liquid. In non-restaurant outlets, wine may be displayed and maintained in a discrete area designated exclusively for the display and sales of wine, such as a wine rack or shelving, which may be accessible to the customer seeking to purchase the wine. All proposed locations for sale or storage are subject to ABC review and approval at the time of application or any amendments thereto.

3. Authorized Persons: Only authorized persons are permitted to sell wine at the Outlets, and must undergo training of the rules and regulations applicable to the operation of Outlet prior to being authorized to sell wine at the Outlet. All authorized persons shall execute a certification that indicates, in connection of the sale of wine at the Outlet, they are under the direction and control of the Licensee (Exhibit B).

In the case of retail outlets operating at Stores, the Licensee and Store Owner acknowledge that all reasonable and diligent efforts will be made to limit the

amount of employees that will be authorized to provide services on behalf of both the Store and the Outlet so to promote adequate training of such personnel, and to provide direct supervision and accountability of all authorized personnel. The Outlet must be adequately staffed on a daily basis to ensure that the outlet is operated in compliance with the standards set forth in this Alcohol Management Plan. The Licensee is responsible, however, for maintaining an up-to-date E-141 form on the premises of the Outlet. (Exhibit C).

The Licensee may pay the Store Owner a restocking fee ("Restocking Fee") in order to compensate Store Owner for services performed on behalf of the Licensee. The Restocking Fee shall be set forth in the Lease Agreement and shall be a fixed amount per 750 milliliters of wine delivered to the Outlet. The Restocking Fee shall be paid to Store Owner upon delivery and shall be paid irrespective of whether that wine is eventually sold by Outlet. As such it shall not be compensation for the sale of wine but rather a fee for services by Store Owner to Licensee to maintain and operate the Outlet including but not limited to, staffing of the Outlet, tracking and maintaining inventory, maintenance of files and spreadsheets related to Outlet and provision of accoutrements necessary for the sale of wine. The fixed amount of the Restocking Fee shall not vary according the price of the wine and may only be adjusted according to the volume of the bottle delivered (for example, if a 375 ml bottle is delivered, Restocking Fee would be half the fixed 750 ml fee). Rent and the Restocking Fee, if any, shall represent all the compensation paid by Licensee to Store Owner.

4. Training/Education: Each authorized person shall undergo training prior to being permitted to sell wine at the Outlet, and thereafter shall participate in a refresher training seminar on a yearly basis, or as needed. Trainers shall be

certified by a nationally recognized organization for server training (i.e., TIPS, TAMS, etc.). This training shall include a detailed overview of the State's laws regarding the service of alcohol. A copy of the ABC handbook for retail operations shall be made available for review. After the successful completion of each training seminar, a certification shall executed by that authorized person, which must be available for inspection upon request of an official or representative of ABC or local law enforcement. This training requirement applies to all Outlets of Licensees.

5. Supervision of Outlets: The Licensee or an employee of the Licensee (who must also undergo the training similar to that for authorized persons) must conduct regular inspections of the Outlets, which from time to time shall be unannounced. Each inspection must be documented, and a record of those inspections shall be maintained by the Licensee and, in the case of Outlets located in Stores, by the Store Owner, so that those records may be made available for inspection upon request of an official or representative of ABC or local law enforcement. To the extent that there are any problems identified during a visit, an unannounced follow-up visit must occur within 10 days thereafter. If the deficiency is not cured within 10 days, all sale of wine at that Outlet must cease immediately until the violation is fully addressed, and all authorized persons undergo a training seminar. The Licensee shall also conduct regular audits of the Outlet's records and operations.

6. Sale of Wine: At all Outlets located at Stores, wine may only be sold by the bottle by authorized persons. Tastings of no more than 1½ ounce each are permitted at Outlets. If the Outlet is jointly operated with a third party, i.e. a restaurant or gift shop, then the tasting must be free of charge. If the Outlet is a storefront for the winery only,

then a tasting fee is permitted. Under no circumstances shall wine be sold by the glass. At restaurant outlets, authorized trained personnel, who are employees of both the outlet and the winery and who are properly listed on the E141A form and have undergone training, may, at the tableside, inform the customer that wine is available for purchase from the winery and, at the customer's direction, deliver the product in the original container to the table. At that point, the authorized trained personnel may present the wine as they would in a BYO situation including opening the bottle at the table and pouring wine into glasses. There may be no corkage fee charged. The authorized trained personnel may also, at the table in the presence of the customer, combine the wine from the original container opened at that table with other non-alcoholic ingredients in a pitcher or other container for the purposes of making sangria.

Authorized personnel shall adhere to the standard operating procedures attached hereto as Exhibit D in their daily operations of the Outlet. In particular, authorized personnel handling sales-on a particular shift must ensure that a full and complete record of all wine sales are maintained on a daily basis; · shall ensure the transfer of all cash and checks collected during that business day related to the sale of wine· in accordance with the daily operating procedures; and shall reconcile all credit card sales in accordance with the daily operating procedures. It is understood that the wine sales transactions at all outlets take place at the bonded point of sales area where the cash is retained or the credit card is swiped.

7. Adherence to State Service Law: Each Outlet location must comply with State laws regulating the service of alcohol. See, e.g. N.J.S.A 2C:33-27. A copy of the ABC handbook for retail operations shall be present on the premises of the Outlet, and each person who is selected to undergo training to be designated an authorized person shall review that handbook prior to executing the training certification identified

above (the ABC handbook for retail operations comprehensively covers the State's service laws). All authorized personnel, as well as the Licensee and Store Owners, are responsible to ensure the following policies are implemented at the outlet:

- Wine may not be sold to anyone under the age of 21, nor shall the restaurant owner allow the drinking of alcohol by anyone under the age of 21 at the outlet location. All authorized. personnel must request identification prior to the sale of wine. Violation of this rule will result in the immediate termination of the lease agreement and subject the licensee and restaurant owner to prosecution under State law.
- Wine may not be sold to intoxicated patrons, nor may authorized personnel be permitted to sell volumes of alcohol to patrons that will allow them to drink to the point of intoxication. All authorized personnel must be made aware of the signs of intoxication (such as fumbling, change in speech volume or pace,· slurred speech, ··sleepiness,· red eyes, · excessive sweating, decreased alertness, stumbling or weaving, noticeably shallow breathing), and should also be instructed to bring· to the restaurant owner's attention or authorized personnel situations where patrons may be intoxicated.

8. Insurance: For Outlets located at Stores, the Licensee and Store Owners are responsible for obtaining all necessary insurance to cover any and all risks associated with the operation of the Outlet . A copy of proof of insurance shall be maintained by the Licensee and Store Owners, which shall be present on the premises of the Outlet at all times and available for inspection upon request by an official or representative of ABC or local law enforcement.

9. Accounting: For Outlets located at Stores, a separate accounting system must be established by each Outlet to track the sale of wine on no less than a · monthly basis, in accordance with the operating procedures set forth in Exhibit D. This accounting system must be separate and apart from the accounting system used by the Store for purposes of the Store operations. There shall also be a separate record regarding the compensation of authorized persons for services rendered at the Outlet. All books and records of the Outlet shall be available for inspection upon request by an official or representative of ABC or local law enforcement, and shall not be destroyed for at least three years (except for daily records, which shall be maintained by the licensee for a full year). The Lease Agreement shall include a term which acknowledges that the records of the Licensee maintained at the Outlet and the Leased premises are subject to warrantless searches by ABC officials or representatives.

10. Security: All wine must be stored in an approved location at the Outlet at all times. The Outlet must be locked during those times that the Outlet is not open for operation. Storage of wine does not need to be in a locked area during business hours so long as the whole store is locked upon termination of hours of operation. Authorized personnel of Winery Licensee must be on site at Outlet during hours of operation and shall maintain a record that accounts for the amount of wine located on the premise at the start of the month as well as at the end of the month (which should therefore correspond with all deliveries and sales). A record of any discrepancies must be immediately recorded, and Licensees shall be notified so that all steps necessary are taken to rectify the discrepancy.

11. Hours of Operation: The days and hours of operations for the Outlet shall be set forth in the Lease Agreement, and must comply with applicable State, County and local laws regulating the sale of liquor. No wine may be purchased prior to the opening of the Outlet, nor after closing. At closing time, all sales and consumption of wine at the Outlet must cease, and all members · of the general public must leave the premises. The hours of operation of the Outlet within a Store must correspond to the hours of operation of the store and the Outlet may not be open beyond the hours of operation of the store where the Outlet is located. For Outlets located at restaurants, authorized persons and employees of the restaurant may not consume any wine on premises, unless they are patrons of the Outlet or restaurant during operating hours.

12. Pre-existing Outlets: There are a number of Outlets already in operation as of the adoption of this Amended Alcohol Management Plan. For those pre-existing Outlets, a ninety-day grace period shall be provided to allow them to implement this plan, which shall begin on April 1, 2013. Prior to the expiration of this grace period, all pre- existing Outlets shall provide a copy of the Lease Agreement and a list of authorized persons who have successfully undergone training to the ABC. Failure to do so shall result in the immediate closure of that Outlet.

For those pre-existing Outlets that have existing Lease Agreements in place that comply with the standards set forth herein, those Lease Agreements shall remain in force, and a copy of that Lease Agreement shall be provided along with a list of authorized persons who have successfully undergone training must be provided to the ABC within the ninety-day grace period. To the extent that an amendment to the existing Lease Agreement would be sufficient to ensure compliance with the standards

set forth in this Amended Alcohol Management Plan, a copy of the existing lease and related amendment shall be provided to ABC within the ninety-day grace period, along with a list of authorized persons who have successfully undergone training in accordance with this Alcohol Management Plan.

13. Employee Records: The Licensee must maintain an updated E-141 form of authorized personnel at all times on the outlet premises. A copy of that form is attached hereto as Exhibit C, and shall be available for inspection at all times upon request by an official or representative of ABC or local law enforcement

14. Maintenance of Records: All of the aforementioned records pertaining to the operations of the Outlets must be maintained on the premises of the Outlet; with a copy to be maintained by the Licensee at the vineyard and/or winery. All records shall be made available for inspection upon request by an official or representative of ABC or local law enforcement. The Lease Agreement shall include a specific term that the records of the Outlet are subject to warrantless searches by an official or representative of ABC or local law enforcement.

15. Sales Tax: The Licensee is responsible for the payment of all sales tax related to the sale of wine at the Outlet and all related records shall be made available for inspection upon request by an official or representative of ABC or local law enforcement. In addition, all records related to the collection and payment of sales tax for the Outlet shall be maintained in accordance with requirements of the State of New Jersey Division of Taxation.

16. Advertising and Promotion of Outlets: Both Licensee and the Store Owner are each permitted to promote and advertise the sale of wine at the Outlet. In any promotional materials or advertising, it must be stated clearly that the wine is being sold by the Licensee at the Outlet. The language used shall be substantially as follows – "Winery is now selling wine at Store." The Store is not permitted to state that they themselves are selling wine but that wine is being sold by Licensee at the Outlet location. Local enforcement of laws and rules related to the advertisement of alcohol sales or BYO is at the discretion of the local authorities. Promotional materials may include table tents, wine lists, wine menus and any other signage within or outside the outlet location.

17. Farm markets: A Licensee may sell wine at a farm market in one of the following ways: (a) Festival Permit – this would entitle Licensee to sell wine for the day indicated on the permit only and would require reapplication for each day Licensee wishes to sell at that market; or (b) Retail Outlet – the Licensee may designate farm market as an Outlet applying annually as they would for a traditional retail outlet, except that the Licensee must indicate in the application a particular location or stall at the market where wine sales activity will take place, any subsequent modification of which would require ABC approval. There may be more than one winery at a market so long as each has a designated stall that is their exclusive bonded area and they do not share staff.

The members of the Association hereby agree that diligent efforts will be taken to fully implement the standards set forth herein at all outlets operated within this State before the expiration of the 90 day grace period discussed above. The members of the

Association also acknowledge and agree that complete and full compliance with this Amended Alcohol Management Plan shall constitute a special condition of their permits.

AGREED ON BEHALF OF THE GARDEN STATE WINE GROWERS ASSOCIATION

Name : _____

Title:_____

Date:_____

LEASE AGREEMENT

WHEREAS,_____, with a business address of _____, holds a plenary winery license issued by the State of New Jersey (hereinafter referred to as "Winery Licensee").

WHEREAS, Winery Licensee's plenary winery license shall expire on June 30, 20__.

WHEREAS, State law permits holders of plenary or farm winery licenses to operate retail winery outlets ("Outlets") for the sale of wine at restaurants and retail stores ("Stores"), see N.J.S.A. 33:1-10;

WHEREAS, _____, with an address of _____, ("Store Owner") operates_____, a restaurant within a municipality that permits the operation of BYOB restaurants or a store within a municipality the permits the sale of alcohol;

WHEREAS, Store Owner would like to enter into a lease agreement with the Winery Licensee to provide for the operation of an Outlet to sell the Winery Licensee's wine at its Store.;

WHEREAS, Winery Licensee is interested in operating a Outlet at the aforementioned Store;

IT IS on this ___ day of _____, 20__, Winery Licensee and Store Owner hereby agree as follows:

1. **DESCRIPTION OF LEASED PREMISES**: The Winery Licensee's outlet will be located at _____, and shall be referred to herein as the "Leased Premises." As the attached map of Leased Premises demonstrates, approximately ___ square feet will be leased by the Winery Licensee for the Outlet's operations. The area leased for the storage of wine is highlighted in blue, and area leased for the display and sale of wine is highlighted in yellow. In addition to the areas leased by the Winery Licensee, the map also designates in green those areas where consumption of the wine sold by the Outlet is authorized by the Store Owner pursuant to the Store Owner's BYOB privileges. *(NOTE: please ensure to include any outdoor eating area of the Store that may be from time to time available for use by patrons).*

   Store Owner shall be solely responsible for the payment of any costs related to the operation of the Store , including but not limited to the payment of utility bills, phone bills, or any other related expenses that are required for the Store's operations.

2. **TERM OF THE LEASE**: This Lease shall commence on _____. The term of this Lease Agreement shall correspond with the expiration date of the license of the Winery Licensee; however, upon renewal of the license of the Winery Licensee, this Lease Agreement shall automatically renew for a series of one (1) year terms, beginning the date of that renewal, unless notice of termination is given by either party within sixty (60) days of the expiration of the then current term.

3. **PERMITTED USES**: The Winery Licensee shall use and occupy the Leased Premises for the business operations of the Outlet.

4. **RENT**: The Winery Licensee shall pay the Store Owner rent in the amount of $_____ per month in consideration for the use and occupation of the Leased Premises for the operations of the Outlet. This rent payment shall be provided on the first day of each month.

5. **RESTOCKING FEES:** The Winery Licensee shall pay to Store Owner Restocking Fees in the fixed amount $_____ per 750 milliliters of wine delivered as set forth in the Alcohol Management Plan as compensation for services and staffing related to the operation of the Outlet. Restocking Fees shall be paid upon the delivery of the bottle of wine to the Store Owner.

6. **COMPLIANCE WITH ALCOHOL MANAGEMANT PLAN**: The Winery Licensee and Store Owner agree to fully comply with the Alcohol Management Plan for Outlets, which sets forth guidelines for the operations of Outlets. The standards and guidelines set forth in the Alcohol Management Plan shall be incorporated herein.

7. **DIRECTION AND CONTROL**: As noted in the Alcohol Management Plan, the Winery Licensee and Store Owner hereby acknowledge that all authorized personnel involved in the operations of the Outlet are under the direction and control of the Winery Licensee. Authorized personnel shall receive compensation for their services separate and apart from the compensation they receive for services related to the operations of the Store.

All wine must be stored in a secure location at the Outlet at all times, and the Store must be locked during those times that the Outlet is not open for operation. The Store Owner and/or authorized personnel shall maintain a record that accounts for the amount of wine located on the premise at the start of the month as well as at the end of the month (which should therefore correspond with all deliveries and sales). The Store Owner shall maintain a record of any discrepancies, and provide the Winery Licensee with notice of any discrepancies so that all steps necessary are taken to rectify the discrepancy.

8. **TRAINING/EDUCATION**: The Winery Licensee and Store Owner agree that all authorized personnel shall undergo training prior to being authorized to serve wine at the Outlet, in accordance with the standards set forth in the Alcohol Management Plan; thereafter, each authorized person shall participate in a refresher training seminar on a yearly basis.

9. **INSPECTIONS**: The Winery Licensee and Store Owner acknowledge that the Outlet shall be subject to warrantless searches and inspections by ABC officials or authorized government representatives. A record of inspections shall be maintained by the Store Owner, and a copy

of any inspection reports and all citations shall be presented to the Winery Licensee immediately upon receipt.

10. **PROHIBITED USES**: The Winery Licensee and Store Owner agree to implement policies to ensure compliance with the State's service laws, as specifically provided by the Alcohol Management Plan.

11. **RECORDS**: The Winery Licensee and Store Owner agree to maintain the records identified in the Alcohol Management Plan, and acknowledge that those records shall be subject to warrantless inspections upon demand by the official or representative of ABC or local law enforcement.

12. **CONDUCT OF BUSINESS**: The Winery Licensee and Store Owner agree and acknowledge that only authorized persons will be permitted to sell wine on behalf of the Outlet to the patrons of the Store in which the outlet is located, pursuant to the guidelines set forth in the Alcohol Management Plan. The Outlet's hours of operations shall be as follows: _____. Under no circumstances may the sales of wine occur prior to the opening of the Outlet, or after. At closing, all consumption of wine at the leased premises must cease, and all members of the general public must leave the premises. Wine shall not be consumed on the leased premises prior to opening or after the closing of the Outlet.

13. **COMPLIANCE WITH GOVERNING LAW**: The Winery Licensee and Store Owner agree and acknowledge that the sale of wine at the Outlet will be conducted in accordance with applicable State, County and local laws.

14. **SUBLEASE AND ASSIGNMENT**: The Store Owner agrees not to sublease, assign or otherwise encumber its rights under this lease agreement.

15. **REPAIRS**: The Store Owner agrees to maintain the Leased Premises so not to interfere with or disrupt the operations of the Outlet, and shall be solely responsible for any repairs which may become necessary for the structure in which the Leased Premises is located. All repairs related to the operation of the Outlet, however, shall be the responsibility of the Winery Licensee.

16. **PAYMENT OF SALES TAX**: The parties acknowledge that it is the responsibility of the Winery Licensee to ensure the payment of all sales tax, and retention of any and all sales tax records in accordance with State law.

17. **LICENSE**: The parties acknowledge that it is the responsibility of the Winery Licensee to maintain its' plenary or farm winery licenses, and to pay any and all costs related to that license.

18. **TERMINATION**: This Lease shall be terminated upon notice provided in accordance with this Agreement for the following reasons:
    a. Any noncompliance with the standards and guidelines set forth in the Alcohol Management Plan, which are not cured within a reasonable period of time;
    b. Failure to provide records requested by ABC officials or representatives and/or local law enforcement;
    c. Failure to permit ABC officials or representatives the access needed to conduct a warrantless search of the Leased Premises and related records;
    d. The expiration and/or termination of the Winery Licensee's plenary or farm winery licenses;
    e. Destruction of the Leased Premises;
    f. Temporary closure of the Store in which the Leased Premised is located;
    g. Exercise of eminent domain over the Store shall result in the immediate termination of this Lease Agreement;
    h. For any defaults not cured within 10 days of notice;
    i. Termination or suspension by the ABC or any governmental entity of the privilege to maintain retail outlets.
    j. By either party upon thirty (30) days notice.

19. **DEFAULT**: Failure to comply with the terms of this Lease Agreement shall constitute a default. Notice of a default shall be provided immediately in accordance with the notice provisions herein. Failure to timely cure a default (which shall be no longer than 10 days after receipt of notice) shall constitute grounds for immediate termination.

20. **NOTICE**: No notice or other communication given under this Lease shall be effective unless in writing and delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid or delivered by overnight courier. Any such notice shall be addressed as follows:
    a. As to the Winery Licensee: _____
    b. As to the Store Owner: _____

21. **GOVERNING LAW**: Any questions regarding the terms of this Lease and the rights and liabilities of the parties shall be determined in accordance with the laws of New Jersey, and that all disputes arising hereunder shall be heard and decided in the local jurisdiction in which the Leased Premises are located.

22. **EFFECTIVE DATE**: The effective date of this Lease shall be on the date upon which this Lease is executed by the Winery Licensee and Store Owner.

23. **ATTORNEYS FEES**: The parties agree to bear the costs of their own attorneys for any litigation that is related in any way to the terms of this Lease Agreement.

IN WITNESS WHEREOF, the Winery Licensee and Store Owner have signed this Lease as the date first set forth above:

WINERY LICENSEE:

By: _____.

Date:

Print Name:

Title:

STORE OWNER:

By: _____.

Date:

Print Name:

Title:

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
P.O. BOX 087, 140 EAST FRONT STREET
TRENTON, NJ 08625-0087

TEMPLATE FOR MAYORAL LETTER FOR WINERY SALESROOM/OUTLET
[FORM TML]

The Honorable _____
(MAYORS NAME)

Mayor of _____
(TOWN NAME)

_____
ADDRESS LINE 1

_____
ADDRESS LINE 2

RE: _____
(LEGAL NAME OF LICENSEE)

Dear Mayor _____:
(LAST NAME OF MAYOR)

The Division of Alcoholic Beverage Control recently received an application for a new Winery Outlet/Salesroom which was filed by _____. The
(LEGAL NAME OF LICENSEE)
applicant is a winery licensee presently authorized to produce wines at a winery located in _____. The application requests that this new
(TOWN WHERE WINERY IS LOCATED)
Outlet/Salesroom be sited at _____.
(ADDRESS OF PROPOSED OUTLET)

This license, issued pursuant to **N.J.S.A.** 33:1-10.2(a), would authorize _____ to offer samples for on premises
(LEGAL NAME OF LICENSEE)
consumption and to sell his products in original packages at retail to consumers for on or off premises consumption. The premise remains a BYOB establishment where customers are allowed to bring their own wine as well.

The licensee's hours of operation would be restricted to the legal hours of sale established by _____ ordinance.
(PROPOSED SALESROOM/OUTLET MUNICIPALITY)

I am providing you with this notice to ensure your awareness of this request for a State-issued license to operate within the municipal limits of _____. The
(PROPOSED SALESROOM/OUTLET MUNICIPALITY)
Division welcomes your relevant written comments or observations on this matter.

If you have any questions, please contact Acting Director Jonathan A. Orsen at 609-984-3230.

Very truly yours,

_____
Winery Signature

On Behalf of Jonathan A. Orsen
Acting Director

c: _____, Municipal Clerk
_____
_____
_____

_____, Chief
Police Dept.
_____
_____
_____

_____
_____
_____

ABC Licensing,
Submitted with Application for
Salesroom/Outlet via NJ ABC POSSE

NOTE: Use the above letter template to make notice to the Mayor, Municipal Clerk and Chief of Police that the winery has applied for an outlet/salesroom within their city limits. **If** any changes are made to the template, it must be brought to the Divisions attention.

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

IN THE MATTER OF A REQUEST TO OPEN RETAIL SALES ROOM PRIOR TO OBTAINING AN INSPECTION FROM THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL FOR _____ Outlet LOCATED AT _____ Outlet Address BY _____ Winery/Licensee Name _____	)	AFFIDAVIT OF ACCEPTANCE OF RESPONSIBILITIES BY WINERIES WITH ADDITIONAL RETAIL PRIVILEGES

I, _____, of full age do hereby affirm and say:

1. I hold the position of _____ with _____ (Winery/Licensee). I make this affidavit in support of a request to be considered by the Division of Alcoholic Beverage Control ("ABC") as eligible to open a retail sales room to be located at _____ _____ without the need for an inspection by ABC personnel. I understand that this request is for a temporary approval, which may be rescinded by the ABC at any time, and for any reason. I also understand that any violation of ABC Rules and Regulations will result in a rescission of this temporary approval and that the site will not be considered for approval in the future. I understand that a formal inspection will be scheduled at some time in the future.

2. I am fully familiar with the facts stated herein, and am authorized to make this request on behalf of _____ (Winery/Licensee).

3. On _____, I filed a Winery Salesroom Application on behalf of _____ (Winery/Licensee), with the application complete in all respects and the following attachments:

a. Affidavit of Publication,

b. Executed lease/Alcohol Management Agreement,

c. The sketch/site plan clearing depicting the areas of sale, storage and display of the alcoholic beverages, and

d. Affidavit of Acceptance of Responsibilities.

4. The Winery/licensee has sent notice of this application to the Mayor of the municipality where the outlet will be sited, and copied that notice to the Municipal Clerk and Police Chief of that municipality as well as the ABC. Such notice was sent on _____ via regular mail.

- Applicant must notify the Division of any changes.

5. A qualified representative of the Winery/licensee has inspected the site on _____ and deemed it appropriate and compliant in order to be issued this privilege. This inspection was performed by _____.

6. A Lease/Alcohol Management Plan has been executed with the Landlord/operator of the location for an Additional Retail Privilege. A copy of the executed Lease/Alcohol Management Plan is hereby attached as Exhibit 1.

a. The attached lease HAS/HAS NOT **(CIRCLE ONE)** been altered from the original lease form created by the Garden State Wine Growers Association.

7. All Alcoholic beverages will be stored in a secured area as set forth in the application site plan.

8. The proposed premise IS/IS NOT (**CIRCLE ONE)** located within 200 feet of a church or school.

9. Only authorized persons, such as the Landlord and its designated staff, are permitted to sell wine at the outlets. These authorized persons have been trained in the handling and serving of alcoholic beverages and any other regulations applicable to the operation of the outlet. All authorized personnel have executed the required "Agreement with Authorized Persons for the Sale of Wine at Licensed Retail Outlets" and those executed Agreements are available for inspection on the retail outlet premises. The winery/licensee will conduct refresher training sessions periodically and will ensure that any new employees are trained and execute the required Agreement.

10. The Winery/licensee has advised the Landlord/operator that they may, at any time, refuse the sale of wine to any customer.

11. Employees of the Landlord/operator have been advised that all activity on the premise must be undertaken by the Winery/licensee or one of the Winery/licensee's bona-fide employees. The sale, service, stocking (including tastings) must be conducted only by persons of at least 18 years of age. Persons between the ages of 16 and 18 years of age may be employed on the premise only if they have been issued a Minor's Employment Permit (N.J.S.A . 13:2-14.2 et seq.).

12. The Winery/licensee has advised the Landlord/operator to allow customers to continue bringing their own beer or wine as allowed by municipal ordinance. The Winery/licensee and Landlord/operator will encourage the corking and taking home of unused product.

13. The Winery/licensee has informed the Landlord/operator that alcoholic beverage activity on the premise may only occur during the legal hours of sale for plenary retail consumption licenses established by ordinance of the municipality in which the license is sited.

14. Winery/licensee and Landlord/operator understand and acknowledge that all required documents are to be kept on the outlet premises. These documents are:

a. The winery outlet application,
b. The executed Lease/Alcohol Management Plan,
c. A complete and updated E141A (employee list),
d. The permit certificate, conspicuously displayed on site,
e. The executed Agreement with Authorized Persons for the Sale of Wine at License Retail Outlets,
f. All sales records related to the operation of the retail outlet.

15. Winery/licensee and Landlord/operator understand and acknowledge that sales of wine by the glass are strictly prohibited.

16. Winery/licensee and Landlord/operator understand and acknowledge that the Landlord/operator cannot charge for providing samples to patrons.

17. Winery/licensee and Landlord/operator understand and acknowledge that there are to be no "food and wine" pairings at this location.

18. The Winery/licensee will conduct, at a minimum, monthly site visits to insure compliance with all applicable ABC Rules and Regulations, and will self-report any non-compliance to the ABC.

19. The Winery/licensee and the Landlord/operator understand and acknowledge the advertising restrictions regarding the sale of wine at outlets. The winery will be proactive to insure that the outlet is not advertising sales of the winery's product at their site, but stating that the winery's product is available at that site.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment. I have made no changes to the original affidavit template provided from the Division.

Dated: _____ _____

Winery/licensee

Sworn to and subscribed before
me on this _____ day of
_____, 20____.

_____

Notary Public

NOTE: AFFIANT'S SIGNATURE MUST BE NOTARIZED BEFORE A NOTARY PUBLIC OR AN ATTORNEY AT LAW LICENSED IN THE STATE OF NEW JERSEY.

OUTLET ACKNOWLEDGEMENT:

I, _____, have reviewed the above affidavit in its entirety. I hereby acknowledge and understand the duties and responsibilities placed upon the Landlord/operator of a winery outlet.

Dated: _____ _____

ON BEHALF OF

_____

(Landlord/operator)

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
P.O. BOX 087, 140 EAST FRONT STREET
TRENTON, NJ 08625-0087

PUBLIC NOTICE FORM FOR NEW LICENSE APPLICANTS [PNF]

Applicants are responsible for publishing their notice of application. This is the prescribed format for an applicant to use for publishing your application. Please do not submit this form to the Division of Alcoholic Beverage Control.

PUBLIC NOTICE FORM FOR NEW LICENSE APPLICANTS

Take notice that _____
(Name of Applicant)

Trading as _____
(Trade Name if Applicable)

has applied to the Director of the Division of Alcoholic Beverage Control for a

_____
(Type of License)

license for the premises situated at _____
(Number) (Street)

_____
(City)

and salesroom situated at _____
(Number) (Street) (If Applicable)

_____
(City)

(SEE NOTE 1 BELOW)

Objections, if any, should be made immediately in writing to the Director of the Division of Alcoholic Beverage Control, P.O. Box 087, Trenton, New Jersey 08625-0087.

_____
(Name of Applicant)

_____
(Address of Applicant)

NOTE 1: If application is filed by a corporation, inset names and residences of all officers and directors who have no other named office, and the names and residences of all stockholders holding more than ten per cent of any of the stock of applicant corporation.

If application is filed by a partnership, insert the name of the partnership and the names and residences of all partners.

Anticipated dates of publication:_____