

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

COOPERATIVE PURCHASING GROUP APPLICATION FOR 20 - 20

Co-Op Number _____

Cooperative Group Name _____

Mailing Address: c/o _____

Street _____

City _____ Zip Code _____

THE REASON FOR THIS APPLICATION IS:

_____ CREATE A NEW CO-OP

_____ DELETE AN EXISTING MEMBER

_____ RENEW EXISTING CO-OP NUMBER _____

_____ ADD A NEW MEMBER

The fee enclosed with this application is \$ _____.
Payment should be made in the form of a check or money order
payable to the Division of Alcoholic Beverage Control.

ONE CHECK PER CO-OP - \$15.00 PER MEMBER

The above group hereby petitions the Director of the Division of
Alcoholic Beverage Control to issue a Special Permit which
reflects the changes in membership requested above.

Name of Co-Op Officer _____

Signature _____

Title _____

Co-Op Officer Phone Number _____

Date _____

CONTACT PERSON IF OTHER THAN CO-OP OFFICER:

Name: _____

Telephone No.: _____

NOTE:

This form must be accompanied by a *Licensee Information Form* completed by each licensee wishing to begin or end membership with the applicant cooperative group. [N.J.A.C. 13:2-26.1(b)1.]

NEW COOPERATIVES are required to provide their **COOPERATIVE AGREEMENT** endorsed by each cooperative member. [N.J.A.C. 13:2-26.1(b)2.]

An original signed copy of this form must be submitted each time a member of the Cooperative Purchasing Group is added or deleted.

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INDIVIDUAL RETAIL LICENSEE INFORMATION FORM

This application must be completed in full by EACH cooperative member. It should be submitted to the Division of Alcoholic Beverage Control in company with a Cooperative Group Application form which has been completed and signed by an officer of the Cooperative Group. Each member should submit a fee of \$15.00 in the form of a check or money order payable to the Division of A.B.C.

ACTION REQUESTED: (Check One)

_____ Renew Membership in Cooperative Group _____
_____ New Membership in Cooperative Group _____
_____ Delete Membership in Cooperative Group _____

License Name _____

12-Digit License Number _____

Address of Licensed Premises:

Street _____

City _____ Zip _____

Telephone No. () _____ - _____

Signature of Licensee _____

Print Name _____

Title _____

Date _____

Please note, this application must be signed by licensee if an individual; by a general partner if a partnership, general or limited; or by a corporate president or vice president if a corporation.

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ACTION REQUESTED: (Check One)

_____ Renew Membership in Cooperative Group _____
_____ New Membership in Cooperative Group _____
_____ Delete Membership in Cooperative Group _____

License Name _____

12-Digit License Number _____

Address of Licensed Premises:

Street _____

City _____ Zip _____

Telephone No. () _____ - _____

Signature of Licensee _____

Print Name _____

Title _____

Date _____

Please note, this application must be signed by licensee if an individual; by a general partner if a partnership, general or limited; or by a corporate president or vice president if a corporation.

C O O P E R A T I V E A G R E E M E N T

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the undersigned holders of Class C retail alcoholic beverage licenses.

W I T N E S S E T H:

WHEREAS, the undersigned holders of Class C retail alcoholic beverage licenses desire to form the :

Alcoholic Beverage Purchasing Cooperative in conformance with, and for the purpose set forth in the rules of the Division of Alcoholic Beverage Control.

It is hereby agreed as follows:

- (1) No unlicensed person or entity may participate in any management capacity nor receive any compensation in connection with the purchase or transportation of alcoholic beverages; and
- (2) The number of Class C licensees joined in any agreement shall not exceed the largest number of Plenary Retail Distribution Licenses, as defined in N.J.S.A. 33:1-12(3)(a) issued to any one person or entity in this State at the time of the prior most recent annual renewal of such licensees; and

- (3) No Cooperative Agreement may prohibit any licensee from joining any other Cooperative Agreement; and
- (4) No Cooperative Agreement may prohibit any retailer from advertising or selling any product at any otherwise lawful price; and
- (5) Any Cooperative Agreement may be withdrawn from by any licensee upon thirty days written notice and no penalties may be charged for such withdrawal; and
- (6) All purchases on credit through or by Cooperative Agreement shall be reduced to writing, signed by the wholesaler and each individual participating member of the cooperative and be consistent with the credit provisions of Subchapters 24 and 39. Such credit terms shall include adequate assurances of payment by either the posting of a bond by the cooperative member or a provision that each member of the cooperative shall be jointly and severally liable for payment of the purchases made through the cooperative. A copy of such written agreements shall be maintained by the wholesaler in its *Marketing Manual* and by the registered buying cooperative; and

- (7) All individual purchases through or by Cooperative Agreement shall be separately invoiced consistent with Subchapter 39; and shall contain the cooperative's registration number; and
- (8) All purchases through or by Cooperative Agreement shall be transported consistent with N.J.A.C. 13:2 Subchapter 20, N.J.S.A. 33:1-13 and N.J.S.A. 33:1-28; and
- (9) No licensed party to a Cooperative Agreement shall commingle inventory funds or other assets inconsistent with this Subchapter and N.J.A.C. 13:20-23.21 and
- (10) Any purchase or transfer in violation of Title 33 or the regulations promulgated thereunder, shall be a violation by all members of the Cooperative Purchase Agreement.
- (11) Nothing herein shall be deemed to require the servicing of any Cooperative Agreement with quantity or cash discounts if there exists no corresponding justification for the differential pursuant to N.J.A.C. 13:2-24.1(b)(1).
- (12) A two-thirds vote shall be required to accept new members and to expel existing members. All other decisions of the cooperative shall require a simple majority. All new members shall agree in writing to the terms of this agreement.

- (13) All members of the cooperative agreement agree to pay a pro rata share of the expenses in forming and operating this cooperative. New members of the cooperative may be charged a reasonable fee to reimburse the undersigned members for the initial costs in forming this cooperative in securing the approval of the Division of Alcoholic Beverage Control for this Cooperative Agreement.
- (14) All disputes between the members of the cooperative arising out of the operation of this cooperative that cannot be resolved informally shall be submitted to the American Arbitration Association. All members agree to be bound by the result of that arbitration with the losing party to pay all costs.
- (15) The cooperative shall elect a temporary chairman who will conduct business of the cooperative until such time as a permanent chairman is elected and by-laws are adopted which do not violate any Rules and Regulations as may be determined by the Division of Alcoholic Beverage Control.
- (16) This document constitutes the entire agreement between the undersigned parties. This agreement is not assignable by any retailer without the unanimous consent of all members of the cooperative.

(17) This agreement may be signed in any number of counterparts which, together, shall be deemed to be a single document.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be executed by its proper corporate officer the day and year first above written.

LICENSE NAME _____

LICENSE NUMBER _____

LICENSEE SIGNATURE _____

LICENSE NAME _____

LICENSE NUMBER _____

LICENSEE SIGNATURE _____

LICENSE NAME _____

LICENSE NUMBER _____

LICENSEE SIGNATURE _____

LICENSE NAME _____

LICENSE NUMBER _____

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