



In-Store Spirituous Liquor Tasting Conditions and Agreement

This Agreement made by and between the GREENSBORO ABC Board and _____ . The parties agree as follows:

The following conditions have been adopted pursuant to N.C. Gen. Stat. § 18B-1114.7(c)(10) and apply to any holder of a spirituous liquor special event permit (a "Permit Holder") seeking to, or conducting, an in-store spirituous liquor tasting (a "Tasting") at any store operated by the GREENSBORO ABC Board (the "Board"). The Permit Holder must adhere to all obligations set forth in N.C. Gen. Stat. § 18B-1114.7 and all applicable laws in Chapter 18B of the NC General Statutes and rules of the ABC Commission. In addition, by his/her/its authorized signature below, Permit Holder agrees to, and will, adhere to the following conditions:

Scheduling

1. Only a Permit Holder holding a spirituous liquor special event permit from the North Carolina ABC Commission may schedule a Tasting at any store operated by the Board.
2. Any Permit Holder wishing to schedule a Tasting must contact the Board using the following contact information: dholmes@gsoabc.com. All Tastings must be requested at least 3 weeks in advance. You will receive receipt acknowledgement within 2 business days. Please allow 5 business days for your request to be processed.
3. The stores that are available to host a Tasting are listed under #21, and are available only from 4-7pm

Arrival and Set Up

4. A Permit Holder is responsible for furnishing all materials required for its Tasting. This includes tables, signage, tape, pens, glasses, etc. Board employees will not be able to assist in set-up or clean-up for any Tasting.
5. A Permit Holder may not set up for a Tasting more than one hour prior to the scheduled start time of such Tasting (stated below).
6. Board employees may not participate in any Tasting while on duty or while wearing Board uniforms.
7. Permit Holder representatives must dress professionally at all times during a Tasting. No shorts or jeans will be allowed.
8. Outside media involving sound is prohibited at any Tasting.
9. Any Tasting is limited to a period of no more than three hours and must occur between the hours of 4pm and 7pm on a day, date, and location approved by the Board staff.

Tasting

10. The Permit Holder may utilize no more than two representatives at a Tasting.
11. Board customers, patrons, or other individuals participating in a Tasting (each "Participant") may receive free sample servings of spirituous liquors totaling 0.25 ounces per store, per day. No Permit Holder may offer more than two samples, and if the Permit Holder offers more than one sample, the combined volume of such samples shall not exceed 0.25 ounces.
12. Permit Holder representatives may engage Participants who approach their table/booth but may not leave their assigned area to engage potential Participants elsewhere in the store or outside the store.
13. The Permit Holder and its representatives must ensure that Participants remain in the immediate vicinity of the area assigned to the Permit Holder for the conducting of a tasting.
14. The Permit Holder may offer point-of-sale advertising materials and advertising specialties to Participants, as enabled by N.C. Gen. Stat. § 1114.7(c)(5), but the Permit Holder may not sell items in Board stores.
15. Permit Holder representatives conducting a Tasting must be at least 21 years of age and must present an acceptable form of identification upon request from a Board employee.

Clean Up

16. Following a Tasting, the Permit Holder must clear all materials and complete clean-up within one hour of the scheduled end time of the Tasting (stated below). The Permit Holder is responsible for and must take all samples offsite.

Miscellaneous

17. The Board retains the sole discretion to end a Tasting at any time if the Permit Holder or the Permit Holder's representative(s) fail to follow these conditions or become a disruption to the normal operation of the store. A Permit Holder that engages in a pattern of disruptive behavior may be banned from conducting future Tastings or other events at Board stores.

18. The Permit Holder acknowledges and agrees that it is responsible and, as between Permit Holder and the Board (and its members, officers, and agents), solely liable for all claims, causes of action, loss, damages, judgments, penalties, attorneys' and consultants' fees, expenses, and/or liabilities arising out of, involving, or in connection with, any Tasting.

19. The Permit Holder agrees that he/she/it shall, at all times, indemnify, protect, defend, and hold harmless the Board and its members, officers, and agents from and against any and all claims, causes of action, loss, damages, judgments, penalties, attorneys' and consultants' fees, expenses, assessments, and/or liabilities arising out of, involving, or in connection with, any Tasting. If any claim, action or proceeding is brought against the Board (or its members, officers, or agents) arising out of, involving, or in connection with the Tasting, the Permit Holder shall, upon notice and without regard to whether or not the Board has first paid, defend the same at Permit Holder's sole expense by counsel reasonably satisfactory to the Board.

20. The Permit Holder represents that it maintains, and agrees to maintain throughout the Tasting, general liability insurance, to include liquor liability, with a limit of not less than \$1,000,000 per occurrence endorsed to cover the liability, "hold harmless," and indemnity conditions specified in paragraphs 18 and 19 above. Prior to the Tasting, the permit holder agrees to furnish the Board with a Certificate of Insurance and will name the Board as an additional insured on the General Liability and Liquor Liability coverages.

21. **Store Group Requested:** (circle store requested) You do not have to do all three stores at once, must complete one complete group before requesting a store in another group.

Date of Event: _____

Time: 4-7pm

Location ☐ **W. Wendover** ☐ **Pisgah Church** ☐ **Lawndale**

22. **Company:** _____

Representative Name: _____

Representative Signature: _____

Phone Number: _____

Email: _____

23. **Products to be Sampled: (limit two)**

1. **Code:** _____

2. **Code:** _____

Remember to submit your Tasting Event Notification on the NC ABC Commissions website at least 48 hours in advance: <https://abc.nc.gov/Pricing/NoticeofTastingEvent>