

SPECIAL EVENTS

LIQUOR LIABILITY / GENERAL LIABILITY APPLICATION

1. Producer Number, User Name: _____

2. Event Type:

- | | | | |
|--|--|---|---|
| ☐ Beer Tent/Garden | ☐ Charitable Fundraiser | ☐ Fairs or Festivals | ☐ Memorial Service |
| ☐ Silent Auction | ☐ Party | ☐ Dinner | ☐ Luncheon |
| ☐ Picnic | ☐ Wedding | ☐ Shower | ☐ Recital |
| ☐ Shows (Car, Planes, etc.) | ☐ Reunion | ☐ Tours | ☐ Other: |

3. Type of Facility for the Event:

- | | | | |
|--|---|---------------------------------------|--|
| ☐ Private Residence | ☐ Restaurant/Catering Hall | ☐ Bar | ☐ Dance Club |
| ☐ Casino | ☐ Fairground | ☐ Private Club | ☐ Convention Center |
| ☐ Arena | ☐ Hall | ☐ Public Park | ☐ Playground |
| ☐ Street | ☐ Ball Park | ☐ Beach | ☐ Dock |
| ☐ Other Athletic/Sports | | | ☐ Other: |

4. Applicant's Legal Name: _____

5. Doing Business As: _____

6. Mailing Address: _____

7. Official Name of Event: _____

8. Web Address: _____ Applicant's Phone Number: _____

9. Full schedule/description and purpose of event (attach copy of brochure and/or flyer to this application):

10. Location of Event: _____

11. Describe Applicant's role and responsibility in the event: _____

12. Date of Event: From: _____ To: _____

(If one day event, end date should be the same as the start date. Quote will contemplate coverage for events which continue past 12:00 am.)

13. Hours of Event: From _____ ☐ am ☐ pm To _____ ☐ am ☐ pm

14. If event hours or date(s) differ from desired coverage date(s), explain: _____

(Michigan only) The policy to which this application will apply is exempt from the filing requirements of MCL 500.2236.

15. Coverage Selection:

- ☐ Commercial General Liability & Liquor Liability (**All States EXCEPT AL & FL**)
☐ Liquor Liability only ☐ Commercial General Liability only (**available only in IL & IA**)

16. Limits of Coverage Desired:

Package General Liability & Liquor Liability (All States EXCEPT AL, FL, IA, & MN). NOTE: Assault & Battery is excluded for Liquor Liability and General Liability. General Liability coverage is not available in AL or FL.

Package Limits: ☐ \$100,000/\$200,000 ☐ \$300,000/\$600,000

Liquor Liability only (All states EXCEPT AL, IA, and MN). Assault & Battery is excluded.

Liquor Limits: ☐ \$100,000/\$200,000 ☐ \$300,000/\$600,000 ☐ \$500,000/\$1,000,000
☐ \$1,000,000/\$1,000,000 ☐ \$1,000,000/\$2,000,000

Iowa Only: Liquor Liability (monoline or packaged with General Liability). NOTE: Assault & Battery for Liquor Liability is included at occurrence limits.

Liquor Combined Single Limits:

☐ \$150,000/\$300,000 ☐ \$200,000/\$400,000 ☐ \$300,000/\$600,000 ☐ \$400,000/\$800,000
☐ \$500,000/\$1,000,000 ☐ \$750,000/\$1,500,000 ☐ \$1,000,000/\$2,000,000

Liquor Split Limits:

☐ \$50,000/\$100,000/\$200,000 (PD=\$5,000) ☐ \$50,000/\$100,000/\$200,000 (PD=\$50,000) ☐ \$75,000/\$150,000/\$300,000
☐ \$100,000/\$200,000/\$400,000 ☐ \$125,000/\$250,000/\$500,000 ☐ \$250,000/\$500,000/\$1,000,000

Iowa only: General Liability (monoline or packaged with Liquor Liability). NOTE: Assault & Battery for General Liability is excluded.

General Liability Limits: ☐ \$100,000/\$200,000 ☐ \$300,000/\$600,000 ☐ \$500,000/\$1,000,000
☐ \$1,000,000/\$1,000,000 ☐ \$1,000,000/\$2,000,000

Minnesota only: Liquor Liability (monoline or packaged with General Liability). NOTE: Assault & Battery for Liquor Liability is included at occurrence limits. Liquor Liability coverage limits must be equal to or lower than the General Liability limits for a package policy.

Liquor Limits: ☐ \$300,000/\$310,000 ☐ \$300,000/\$600,000 ☐ \$500,000/\$1,000,000
☐ \$1,000,000/\$1,000,000 ☐ \$1,000,000/\$2,000,000

Minnesota only: General Liability (must be packaged with Liquor Liability) NOTE: Assault & Battery for General Liability is excluded.

General Liability Limits: ☐ \$300,000/\$600,000 ☐ \$500,000/\$1,000,000 ☐ \$1,000,000/\$1,000,000
☐ \$1,000,000/\$2,000,000

17. Estimated total attendees per day: _____ Average age of attendees: _____

18. What is maximum capacity of facility holding the event? _____

19. Is the event an all ages event or 18+ or 21+ patrons only? _____

20. Will there be overnight camping? ☐ Yes ☐ No

21. Water hazards? ☐ Yes ☐ No

If yes, describe: _____

22. Will attendees be permitted to swim, board, jet ski or fish? ☐ Yes ☐ No

23. **Liquor Liability:**

a. Is the Applicant in the business of selling, serving or furnishing alcoholic beverages? ☐ Yes ☐ No

b. Is the Applicant required to have a valid liquor license for the event? ☐ Yes ☐ No

c. Is Applicant the sole vendor/server of alcohol at the event? ☐ Yes ☐ No

If no, list number of other vendors/servers serving alcohol: _____

d. If there are multiple vendors, are all participating alcohol vendors/servers required to carry Liquor Liability limits for the event equal to or greater than Applicant? ☐ Yes ☐ No

e. Will alcohol be dispensed by a professional bartender or server that has taken a formal alcohol awareness training course? ☐ Yes ☐ No

If no, who will be serving the alcohol? _____

Describe alcohol servers _____

f. Is there an admission charge? ☐ Yes ☐ No

Does admission include liquor? ☐ Yes ☐ No

g. Will employees or volunteers serve alcohol? ☐ Yes ☐ No

h. Will alcohol be sold by Applicant? ☐ Yes ☐ No

i. Will Applicant allow employees, independent contractors or volunteers to consume alcohol before, during, or after hours of employment? ☐ Yes ☐ No

j. Will attendees be allowed to self-serve alcohol? ☐ Yes ☐ No

k. Will there be an open bar? ☐ Yes ☐ No

l. Will there be a service bar only? ☐ Yes ☐ No

m. Will there be only beer and wine served? ☐ Yes ☐ No

n. Will attendees be able to bring in their own alcohol? ☐ Yes ☐ No

o. Will alcohol consumption be confined to certain areas? ☐ Yes ☐ No

p. Will alcohol be served or furnished without a charge? ☐ Yes ☐ No

q. Are IDs checked? ☐ Yes ☐ No

r. Are measures in place to prevent serving to minor and/or intoxicated patrons? ☐ Yes ☐ No

Describe control measures: _____

s. Will there be a limit placed on the number of alcoholic beverages purchased at a time? ☐ Yes ☐ No

t. Are alcohol sales stopped at least one hour before the end of event/closing? ☐ Yes ☐ No

24. Commercial General Liability:

- a. Will the event feature any of the following: aircraft, bungee, climbing devices, contests demolition, dunk tank, firearms, fireworks, hot air balloons, inflatables, pyrotechnics, racing, rodeos, stunts, trampolines or watercraft? ☐ Yes ☐ No
- b. Will the event feature exhibitions (race cars, equipment, etc.), demonstrations (cooking, glass blowing, etc.) or other activities not specified above? ☐ Yes ☐ No
If yes, demonstration or activity: _____
- c. Will alcohol be allowed at the event? ☐ Yes ☐ No
- d. Describe security, provided by:
☐ Employee ☐ On Duty Police ☐ Independent Contractor
If security is provided by independent contractors, are they required to carry their own insurance? ☐ Yes ☐ No
Will attendees be checked for weapons and alcohol upon entry? ☐ Yes ☐ No
- e. Are vendors, attraction operators and performers required to carry insurance and to provide additional insured coverage to the Applicant? ☐ Yes ☐ No
- f. Is this a concert/musical event? ☐ Yes ☐ No
- g. Are any local or national celebrities performing at the event? ☐ Yes ☐ No
Describe celebrity/celebrities: _____
- h. Describe type of music: _____
- i. Will there be exposure from any dancing, moshing, crowd surfing, stage diving or similar activities? ☐ Yes ☐ No
- j. Will food be sold/served? ☐ Yes ☐ No
- k. Is this a parade event? ☐ Yes ☐ No
- l. Are there any athletic events? (Athletic participant coverage is not available.) ☐ Yes ☐ No
Athletic event level: ☐ Professional ☐ Amateur
Type(s) of athletic events: _____
Number of athletic events scheduled: _____
- m. Any temporary bleachers, grandstands, seating, tents and/or temporary structures erected? ☐ Yes ☐ No
If so, by whom? _____
Do the installers carry insurance and do they provide additional insured coverage to the Applicant? ☐ Yes ☐ No
- n. Any babysitting, childcare services or programs offered? ☐ Yes ☐ No
- o. Has the Applicant confirmed that the venue has working emergency lighting, illuminated exit signs and panic door hardware. ☐ Yes ☐ No
- p. Does the event have a Liquor Liability exposure including "BYOB"? ☐ Yes ☐ No
(We do not offer monoline General Liability coverage for an event if there is also a Liquor Liability exposure.)

25. **History**

- a. Number of years this event has been held: _____
- b. Was the Applicant an alcoholic beverage vendor for this event last year? ☐ Yes ☐ No
 Name of Liquor Liability carrier: _____
 Name of General Liability carrier (if different): _____
 Premium last year: \$ _____
- c. Over the period of the last 5 years, have you incurred any General Liability, Liquor Liability or Assault & Battery losses/claims; or have you been assessed a fine or received a citation for violations of law concerning the sale, serving or providing of alcoholic beverages? If yes, complete the following: ☐ Yes ☐ No

Date of Loss	Type of Loss	Description of Loss	Amount Paid	Amount Reserved	Status of Claim (O=Open C=Closed)

26. **Additional Insureds and Certificate Holders**

INDICATE APPLICABLE SECTION(S)

Name: _____

☐ Liquor Liability ☐ General Liability

Address _____

☐ Additional Insured ☐ Certificate Holder

Interest _____

Name: _____

☐ Liquor Liability ☐ General Liability

Address _____

☐ Additional Insured ☐ Certificate Holder

Interest _____

FRAUD WARNINGS

FOR APPLICANTS IN THE FOLLOWING STATES:

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

DISTRICT OF COLUMBIA – WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

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

NEW YORK – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO – Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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

OREGON – Any person who knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information, information concerning any material fact, may have committed a fraudulent insurance act, which may be a crime and may subject the person to penalties.

PUERTO RICO – Any person who knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

FOR APPLICANTS IN ALABAMA, ARKANSAS, ARIZONA, LOUISIANA, NEW MEXICO AND WEST VIRGINIA:

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

FOR APPLICANTS IN MAINE, TENNESSEE, VIRIGINA AND WASHINGTON:

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

FOR APPLICANTS IN ALL OTHER STATES:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or claim containing any materially false information or conceals, for the purposes of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties.

WARRANTIES AND REPRESENTATIONS

In submitting this Application, the undersigned warrants and represents that:

- a) The information in this Application and all attachments are true and complete as of the date submitted;
- b) Founders Insurance Company may, and is intended to rely upon such information in determining whether to issue insurance coverage and, if so, at what premium and upon what terms;
- c) Upon any change in circumstances which bear upon the accuracy or completeness of the undersigned's representations herein, he/she shall notify Founders Insurance Company immediately in writing and such notice shall become a part of this Application;
- d) Founders Insurance Company may change the quoted premium and/or the terms of any coverage if, subsequent to the submission of this Application, it becomes aware of any such circumstances, whether by notice from the undersigned or otherwise;
- e) Neither the insured nor any principal with a control interest in the insured, has filed for bankruptcy within 12 months prior to the date the application is signed;
- f) General Liability insurance is carried by the insured at limits equal to or greater than Liquor Liability on our policy;
- g) The insured has and will maintain a valid liquor license prior to the insured selling, serving or distributing alcohol.
- h) The undersigned authorizes all former liability insurers and all accounting firms to disclose to Founders Insurance Company and/or its agents all available information concerning the undersigned's prior underwriting or claims history and liquor purchases and receipts, and releases all such former liability insurers and accounting firms, Founders Insurance Company and its agents from any liability resulting from such disclosures and use, even if such information is incomplete or erroneous;
- i) Upon submission of this application and at any time thereafter the undersigned shall make available to Founders Insurance Company and its agents access to the premises and operations to be insured for an inspection and copies of the last four (4) calendar quarters of sales tax returns;
- j) The submission of this Application shall not bind Founders Insurance Company or its agents to the issuance of insurance coverage, nor shall it bind the undersigned to accept insurance coverage; and
- k) Should Founders Insurance Company issue insurance coverage which is accepted by the undersigned:
 - 1) The undersigned shall allow Founders Insurance Company to audit its books, records, and operations, including an audit of the estimated liquor receipts to ensure their accuracy and/or actual liquor receipts for any relevant time period;
 - 2) The undersigned shall maintain accurate books and records of its liquor receipts for three (3) years following policy expiration and shall send to Founders Insurance Company copies of any documents requested;
 - 3) The premium payable for the insurance coverage is a deposit premium only and may be adjusted by Founders Insurance Company at any time during the policy period and up to three years after its expiration based upon the rates in effect at policy inception; and
 - 4) The undersigned shall pay any additional premium due to Founders Insurance Company within fifteen (15) days of receipt of an invoice.

Applicant's Signature: _____ **Title:** _____ **Date:** _____
(Required) (Required) (Required)

Agent's Signature: _____ **Date:** _____
(Required) (Required)