

CALIFORNIA BEER SHIPPER'S AGREEMENT

On this _____ day of _____, at
Sacramento, California, the Department of Alcoholic Beverage Control and _____
_____, whose address is

_____ and who is hereinafter referred to as the Vendor, have mutually agreed as follows:

1. This agreement shall be deemed to have been made and entered into at Sacramento, California, on the above date, and shall in all respects be governed by the Alcoholic Beverage Control Act and in particular Section 23671 of the Business and Professions Code of the State of California, and regulations promulgated pursuant to such laws, in force on the said date and as thereafter amended, repealed, or modified.
2. The Vendor agrees that it and its agents and all agencies within this state controlled by it will comply with all laws of this state and all rules of the Department with respect to the sale of alcoholic beverages, including, but not limited to, Section 25000 of the California Business and Professions Code requiring the filing of price schedules with the Department.
3. In consideration of the privilege of shipping beer to purchasers within the State of California for sale within California, the Vendor agrees to furnish to the State Board of Equalization, P.O. Box 942879, MIC 56, Sacramento, California 94279-0001, or its successor in function, on or before the 10th day of each month a report on a form to be prescribed and furnished by the Board of Equalization, showing the quantity of beer shipped by the Vendor to purchasers within the State of California during the preceding month. **It is necessary for a report to be filed even if no beer is shipped.**
4. The Department of Alcoholic Beverage Control of the State of California agrees to furnish to the Vendor a Certificate of Compliance in accordance with Section 23671 of the Alcoholic Beverage Control Act of the State of California, without fee. Such Certificate shall remain in effect until revoked.
5. It is understood and agreed that all reports furnished pursuant to the agreement shall become the property of the State of California when received and shall become public record.
6. The Vendor agrees that, upon failure to render the reports as herein provided, the Department of Alcoholic Beverage Control may suspend or revoke the Vendor's Certificate of Compliance in the manner provided by Section 23671 of the Business and Professions Code.
7. If the Vendor ships beer into California from a point other than the address listed above, the Vendor will report by one of the following methods:

 Make one consolidated report for all shipping points outside California. If this item is checked, a list of names and addresses of shipping points must be attached.

Separate report from each shipping point of Vendor. If this item is checked, a separate California Beer Shipper's Agreement must be executed by each of the Vendor's branches.

8. If the Vendor ships beer into California from more than one shipping point and has elected to make a single consolidated monthly report, the Department of Alcoholic Beverage Control will issue a single Certificate of Compliance. If the Vendor has elected to file separate reports from each shipping point, the Department may issue to the Vendor a Certificate of Compliance for each shipping point for which a report will be filed.
9. The Vendor designates as its general agent/attorney in fact for service of legal process within the State of California (name and street address - not P.O. Box)

Phone: _____

10. The first report shall be due for the month in which the Certificate of Compliance is issued and each month thereafter until the Certificate of Compliance is surrendered or revoked.
- A. Do you expect to ship draught beer into California? If so, list the brand names below. If no brands of draught beer will be shipped into California, enter the word "None."

- B. List the brands and types of canned or bottles beer to be shipped into California.

Recommend Approval

Diana Villanueva
Program Technician III
(916) 419-2571

For
Lee Riegler
Supervising Agent, Trade Enforcement

Name of Company

Signature

Title

Contact Person & Phone Number