

VIRGINIA ALCOHOLIC BEVERAGE CONTROL AUTHORITY

DISTILLERY STORE ADDENDUM

This Addendum to the Distillery Store Agreement ("Agreement") is made as of _____, 202_, by and between the Virginia Alcoholic Beverage Authority (referred to as "ABC" or the "Authority") and _____ located at _____ (referred to as the "Distiller"). Consistent with the purposes of the Authority as expressed in §4.1-101 et seq. of the Code of Virginia, and further consistent with the role of the Authority as a "market participant" as defined by the Supreme Court of the United States, this Addendum amends and modifies the Agreement as follows:

1. Pursuant to the Agreement and §4.1-119(D) of the Code of Virginia, the Distiller is an agent of the Board for the purposes of the sale of spirits and low alcohol beverage coolers, manufactured by or for, or blended by such distiller on the licensed premises.
2. Upon the execution of this Addendum to the Agreement, the Distiller is authorized to provide spirits and low alcohol beverage coolers manufactured by or for, or blended by such licensee on the licensed premises through electronic or other orders and ship such orders to consumers and licensees in the Commonwealth in accordance with the provisions of this Addendum as an agent of the Board. HOWEVER, no such distiller shall be permitted to sell more than twelve (12) bottles of spirits or two (2) cases of low alcohol beverage coolers to any one consumer or licensee per month.
3. Bottles of spirits shipped shall have a maximum capacity no more than 1.75 liters.
4. The Distiller shall ensure the recipient is at least twenty-one (21) years of age; and that the recipient's name and date of birth are recorded.
5. The Authority will assign the Distiller a designated ABC store location as a shipping point for the Distiller's online orders.
6. The Distiller will submit the customer order data to the Authority via the shipping portal accessible on the Authority web site. The required data includes the customer's name, date of birth, phone number, email address, shipping address, order/transaction number and order details such as the quantity and product code, all as set forth in more detail in the Distillery Store Procedures Manual (as amended from time to time, the "Manual").
7. The shipment of spirits or low alcohol beverage coolers pursuant to this Addendum shall be packed by the Distiller and taped closed to ensure they are sealed prior to drop-off at the designated ABC store. The Distiller must affix a sticker containing the Adult Signature Required & Contains Alcohol label requirements to each box. The order/transaction number and last name of the recipient shall be affixed to the outside of each box within each order using a permanent marker, along with the number of boxes within each order.
8. The Distiller will make a payment to the Authority of \$20 per box-to-be-shipped.
9. The ABC store employee will affix the correct shipping label to the order and arrange for shipping to the customer via third party delivery service; provided, however, that the Authority makes no guarantees regarding timeliness or quality of delivery, or the integrity of the contents delivered.

10. The Distiller will be responsible for verifying the packed items against the shipment order, ensuring proper packaging of complete shipment orders, addressing customer order complaints, issuing necessary replacements at the distillery's expense, and responding to any additional customer service concerns related to shipped orders.

11. Any shipping claims for reported losses or damages related to the shipments will be filed by the Authority. Distiller shall reasonably cooperate with Authority in its efforts pertaining to such claims, including but not limited to requesting information or materials from the customer that Authority deems necessary.

12. All Distillers shall report to the Authority on a monthly basis the following information:

1. Whether any shipments of bottles or low alcohol beverage coolers were made during the prior month; and

2. If shipments were made the following information:

- a. Number of bottles of spirits and cases of low alcohol beverage coolers shipped;
- b. Volume of each bottle of spirits and each low alcohol beverage coolers shipped;

13. This Addendum shall remain in effect until further amended, modified, or rescinded by the Authority. In the event of any conflict between this Addendum and the Manual, the Manual shall control.

14. The Authority may terminate this addendum and the privileges herein with or without notice for good cause shown.

15. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement.

FOR THE AUTHORITY:

COMMONWEALTH OF VIRGINIA
Alcoholic Beverage Control Authority

By: _____

S.C. Curtis
Deputy Secretary

COMMONWEALTH OF _____

County/City of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by S. C. Curtis, Deputy Secretary of the Virginia Alcoholic Beverage Control Authority, on behalf of the Board.

My commission expires _____

Notary Public

FOR THE DISTILLER:

NAME OF DISTILLER

By: _____

Name: _____

Title: _____

STATE/Commonwealth of _____

County/City of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by

_____, _____ on behalf of

My commission expires _____

Notary Public