



# LIQUOR CONTROL DIVISION

## *Frequently Asked Questions*

### *Concession Agreements*

Q. If I have a concession agreement with a restaurant, can I share a portion of the proceeds of the sale of alcohol with the restaurant operator?

A. No. All proceeds from the sale of alcoholic beverages are the property of the licensee.

Q. If I have a concession agreement, can I share employees or do my employees have to serve the alcohol?

A. Yes. The parties to a concession agreement can share employees. In the event the parties do share employees, the licensee must retain the right to discipline any employee relating to the sale of alcohol. Violations of liquor law are the sole responsibility of the licensee.

Q. What types of signage is required on my building?

A. Alcoholic beverages must be advertised and displayed as being available for purchase. Licensees operating with a concession agreement must have signage both inside and outside of the premises that plainly discloses to the public who the parties to the agreement are. At least one sign inside the premises measuring not less than 8 ½ x 11 inches with font size not smaller than 72 inches. It must be clearly visible to customers and must disclose: the existence of a concession agreement, names of the parties, and the assumed business name as filed with the Secretary of State's office as well as, the fact that the licensee is responsible for the service of alcoholic beverages within the premises. There also must be at least one sign outside of the building so the public can easily determine alcoholic beverages are available.

Q. Can I or an individual operate a restaurant out of a portion of my building and sell alcohol in the restaurant?

A. Yes. This arrangement can be accomplished through a concession agreement. It is a mutually beneficial agreement between a retail licensee and a non-licensed entity.