

CULINARY USE PERMITEE

ORDER AND PERMIT FOR TRANSPORTATION OF ALCOHOLIC BEVERAGES (Not Valid Unless Authenticated by the Virginia Alcohol Beverage Control Board)

The Undersigned, _____ holder of Permit Number _____
Permittee

herby orders from you and requests you to order for said Permittee, at the prices, and upon the terms, as set forth

hereunder, for delivery F.O.B. at:

(Address of Permittee)

On the account of the undersigned from:

(Name of Wholesale Dealer in Alcohol)

(Address of Wholesale Dealer)

the following alcohol, to-wit:

Number of Packages	Kind of Packages	Number and Kind Individual Containers	Kind of Alcohol	Totals
Grand Total of Order F.O.B. Designated Address of Permittee				

Upon Terms of Payment as Follows, To-Wit:

It is understood and agreed between the Virginia Alcoholic Beverage Control Board (hereinafter called the Board), the undersigned Permittee (hereinafter called the Vendee), the manufacturer, wholesaler or distributor, from whom it is requested that this purchase be made (hereinafter called the Vendor), as follows:

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| 1. The alcohol herein described is ordered by the Board from the Vendor at the Vendee's request. |
| 2. The vendee hereby promises and agrees to pay the Board, or its assigns, upon the terms above stated, the net purchase price for said alcohol beverages. |
| 3. The vendee accompanies this request for this order with a certified check, post office money order, or cashier's check for the sum of \$ _____ payable to the Virginia Alcoholic Beverage Control Board, which shall be retained by the Board as payment of its mark-up on this order. |
| 4. The Board hereby assigns to the vendor the above written promise and agreement of the vendee to pay to the Board the said net purchase price for alcoholic beverages as herinabove set forth, and the vendor hereby accepts the said assignment in full satisfaction and discharge of all obligations of any and every kind of or on the part of the Board to the vendor under this order and contract and any and every transaction related thereto; and the vendor hereby expressly releases the Board of all legal liability and of all obligation, legal or moral, to pay to the vendor any sum or sums whatsoever on account of the purchase price of all alcoholic beverages embraced in this order. |
| 5. The vendee, having selected the vendor and agreed upon the price and quality of the alcoholic beverages embraced in this order, hereby releases the Board from all responsibility and liability for quality, delivery, or any other matter which may arise under this contract. |

Given under (my) our hand(s) this _____ day of _____
(Month) (Year)

By: _____ Title: _____

ACCEPTANCE OF ORDER BY BOARD

Subject to acceptance on the part of _____ (Vendor) and the authentication of this order by the Board, the foregoing is accepted, without obligation or responsibility except as to passage of title from vendor to the Board and contemporaneously from the Board to the vendee at such time as, under the law of contracts applicable, title will pass, under the terms of the foregoing contract from the vendor to the Board and contemporaneously from the board to:

_____ (Vendee)

This acceptance shall not be valid until the order to the vendor is authenticated by the Board as provided in Section 10 of the Virginia Alcoholic Beverage Control Act.

Given under the hand of the Board this _____ day of _____ (Month) _____ (Year)

Virginia Alcoholic Beverage Control Board

By: _____

Title: _____

ACCEPTANCE BY VENDOR

Permittee Number: _____

The foregoing order is hereby accepted and the foregoing terms of contract are agreed to, by the undersigned this _____ day of _____ (Month) _____ (Year)

Vendor: _____

By: _____

Title: _____

AUTHENTICATION OF ORDER BY THE BOARD

Permit Number: _____

To: _____ (Vendor and Address)

You are directed to ship to the Virginia Alcoholic Beverage Control Board for the account of _____ (Permittee) at _____ (Address of Permittee) Virginia

Any orders executed by the Permittee, up to and including the amount set forth in this contract, within the calendar year of the date of this order, subject to all the terms and conditions therein set forth.

Authenticated By: _____ (Authorized Representative of the Board)