



# APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

## FULL ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION

- Sell at retail distilled spirits, malt beverages, wine, and cider by the drink for consumption in the special event licensed area.
- Sell at retail malt beverages, wine, or cider in a securely covered container (growlers) meant for drinking off of the special event licensed area. The container may not hold more than two gallons. You must not allow any other open container of alcohol to leave the licensed premises.

## LIMITED ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION

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## OLCC LICENSE FEE

- There is no OLCC license fee for any license day up to and including September 30, 2019.
- There is a \$10.00 per license day fee for any license day October 1, 2019 and after.
- The OLCC license fee is per license day or any part of a license day. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.
- **Make payment by check or money order, payable to OLCC.**
- **License Days:** In #11 below, you may apply for a maximum of **seven** license days per application form.

### **Process Time**

OLCC needs your completed application in sufficient time to approve it. Sufficient time is typically 2 to 4 weeks before the first event date listed in #11 below (some events may need extra processing time). OLCC may refuse to process your application if it is not submitted in sufficient time for the OLCC to investigate it.

1. My Annual License is a:		<input type="checkbox"/> FULL ON-PREMISES	<input type="checkbox"/> LIMITED ON-PREMISES
2. Licensee Name (please print):			
3. Email:			
4. Trade Name of Business:		5. Fax (Optional)	
6. Address of <u>Annual</u> Business:		7. City	
8. Contact Person:		9. Contact Phone:	
10. Event Name (if one):			
11. Date(s) of event (no more than <b>seven</b> days):			
12. Start/End hours of alcohol service: _____ am pm to _____ am pm			
13. Address of <u>Special Event</u> (Street, City and Zip):			

<b>14.</b> Is the event, or any part of the event, outdoors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>14a.</b> If yes, submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.	
<b>15.</b> List the name(s) of alcohol manager(s) on-duty and in the licensed area:	
<b>16.</b> Is the expected attendance per day in the licensed area (where alcohol will be sold or consumed) 301 or more per day? If yes, the event must have at least \$300,000 of liquor liability insurance coverage (ORS 471.168). <input type="checkbox"/> Yes (please answer questions 17 and 18) <input type="checkbox"/> No (please skip questions 17 and 18)	
<b>17.</b> Insurance Company:	<b>18.</b> Policy #:
<b>19. GOVERNMENT RECOMMENDATION:</b> You must obtain a recommendation from the local city <b>OR</b> county <b>before</b> submitting this application to the OLCC.	
<b>19a.</b> Name the <b>CITY</b> if the event address is within a city's limits:	
<b>OR</b>	
<b>19b.</b> Name the <b>COUNTY</b> if the event address is outside the city's limits:	

I affirm the following:

- Minors (people under the age of 21) and visibly intoxicated people will not be allowed to buy, possess, or consume alcohol.
- The only open containers of alcohol that may be taken off the licensed area are securely covered containers (growlers) of malt beverages, wine, or cider. I will not allow any other open container of alcohol to leave the licensed premises.
- Marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the special event licensed premises.
- The event will meet the food service requirements of a Temporary Use of an Annual License.
- I am authorized to sign this application on behalf of the applicant.

<b>20.</b> Licensee Name (print):	
<b>21. LICENSEE SIGNATURE:</b>	<b>22.</b> Date:

<b>CITY OR COUNTY USE ONLY</b>	
The city/county named in #19 above recommends:	
<input type="checkbox"/> Grant <input type="checkbox"/> Acknowledge <input type="checkbox"/> Deny (attach written explanation of deny recommendation)	
(Optional) City/County Contact Person:	
(Optional) Phone Number or Email:	
<b>City/County Signature:</b>	Date:

<b>FORM TO OLCC:</b> This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.			
<b>OLCC USE ONLY</b>	Fee Paid:	Date:	Receipt #:
License is	_____ Approved	_____ Denied	
<b>OLCC Signature:</b>	Date:		

# FOOD REQUIREMENTS FOR TEMPORARY USE OF AN ANNUAL LICENSE (TUAL)

## WHAT AMOUNT OF FOOD MUST I PROVIDE?

- **TWO:** A Full On-Premises Sales Licensee **not** providing distilled spirits at the event and a Limited On-Premises Sales Licensee must provide at all times and in all areas where alcohol service is available at least two different substantial food items.
- **FIVE:** A Full On-Premises Sales Licensee providing distilled spirits at the event must provide at all times and in all areas where alcohol service is available at least five different substantial food items.

## WHAT IS A SUBSTANTIAL FOOD ITEM?

This is a food item that is typically served as a main course or entrée. Some examples are fish, steak, chicken, pasta, pizza, and sandwiches. Side dishes, appetizer items, dessert items, and snack items such as popcorn, peanuts, chips and crackers do not qualify as substantial food items.

## WHAT DOES "DIFFERENT" MEAN?

"Different" means substantial food items that the OLCC determines differ in their primary ingredients or method of preparation. For example, a turkey sandwich differs from a salami sandwich, a beef burger differs from a turkey burger, and fried chicken differs from baked chicken. Different sizes of the same item are not considered different.

## IS THERE AN EXCEPTION TO PROVIDING THE TWO OR FIVE DIFFERENT SUBSTANTIAL FOOD ITEMS?

The OLCC must determine that the clearly dominant emphasis is food service at all times in the area where alcohol service is available in order for you to provide only one substantial food item if you are **not** providing distilled spirits or one to four different substantial food items if you are a Full On-Premises Sales Licensee providing distilled spirits. The OLCC will work with you to make this determination prior to approving your application.

## WHAT DOES IT MEAN TO PROVIDE FOOD SERVICE "AT ALL TIMES AND IN ALL AREAS WHERE ALCOHOL SERVICE IS AVAILABLE"?

Patrons must be able to obtain food service inside the special event licensed area. You may use either of the following two methods to provide food service:

- Within all areas where alcohol service is available, have the minimum required food items available for patrons at all times; or
- Within all areas where alcohol service is available, have a menu of the minimum required food items (plus any other items you may choose to include) available for patrons at all times and be able to provide the food items in the area if a patron chooses to order food. The food items could be kept at a location other than the area where the alcohol is served; however, you must be able to provide the food items to the patron in the area where alcohol service is available.

## IS PROVIDING TASTINGS OF ALCOHOL CONSIDERED PROVIDING ALCOHOL SERVICE?

Yes, providing tastings of alcohol is considered providing alcohol service; therefore, the food requirements must be met.

## MAY I USE FOOD PROVIDED BY A CONTRACTOR OR CONTRACTORS TO MEET THE FOOD REQUIREMENT?

Yes, the food service may be provided by someone other than you; however, even if food service is provided by a contractor, you are fully responsible for compliance with the food requirements. You may sell or serve alcohol only when food service that meets the requirement is provided to patrons at all times and in all areas where alcohol service is available.

## WHO MAY THE CONTRACT FOR THE FOOD SERVICE BE WITH?

The contract may be between:

- You (the OLCC licensee) and the food service contractor; or
- The organizer of the event and the food service contractor.

## DOES THE FOOD SERVICE CONTRACT NEED TO BE IN WRITING?

No, the food service contract does not need to be in writing; however, you may sell or serve alcohol only when food service that meets the requirement is provided to patrons at all times and in all areas where alcohol service is available.