

## Standard Concession Agreement

This CONCESSION AGREEMENT (hereinafter "Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Licensee identified in Section 1 and Concessionaire identified in Section 2, collectively referred to herein as the "Parties".

### Section 1 – Licensee Information

Entity Name \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

License Number   -    -     -

Choose one:

- Licensee attests that it does not maintain more than three concession agreements for this license.
- [Resort Retail All-Beverage Licensee]** Licensee attests that it does not maintain more than one concession agreement for this license.

### Section 2 – Concessionaire's Information

Entity Name \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Contact Name \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

FEIN   -

### Section 3 – Requirements of the Concession Agreement (Required by [16-4-418](#) and [16-4-213](#), MCA)

- A. The Parties attest that the licensed premises is a contiguous premises as defined by [16-4-418\(11\)](#) and [16-4-213\(4\)](#), MCA, including the space utilized by the concessionaire.
- B. The Parties agree that the Licensee retains ultimate control over and responsibility for operating the license, including:
- i. the ordering, purchase, sale, and service of alcoholic beverages;
  - ii. the right to discipline or otherwise sanction any employee in relation to the service of alcoholic beverages;
    - a. Licensee and Concessionaire agree that all servers employed by Concessionaire will be trained in a MDOR pre-approved Responsible Alcohol Sales and Service Training Program.
  - iii. the proceeds of alcoholic beverage sales must be reconciled at least monthly;
  - iv. terminating the concession agreement with cause where cause includes but is not limited to any violation of Title 16, and the sale or transfer of the license;
  - v. the exclusive operating of all gaming activities if the Licensee offers any gaming.

## Section 4 – Compensation Arrangement

The Parties agree that compensation from the Licensee to Concessionaire is set forth as selected below.

- Percentage of gross alcoholic beverage sales \_\_\_\_\_%
- Percentage of employee overhead \_\_\_\_\_%
- Fixed dollar amount \$\_\_\_\_\_

-OR-

- A combination of
- Percentage of gross alcoholic beverage sales \_\_\_\_\_%
- Percentage of employee overhead \_\_\_\_\_%
- Fixed dollar amount \$\_\_\_\_\_

## Section 5 – Term

The initial term of this agreement shall be \_\_\_\_\_  
*(insert term)*

## Section 6 – Termination

In accordance with Section 4(B)(iv), this Agreement may be canceled at any time for cause. Cause includes but is not limited to any violation of Title 16 of the Montana Code Annotated, the sale or transfer of the License, or the violation of any one or more of the terms of this Agreement.

## Section 7 – Miscellaneous Provisions

- A. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana.
- B. **Modification.** Any change or modifications of the Agreement must be in writing and signed by the Parties to the Agreement to be valid. If there is a change to the structure of the compensation arrangement, the Department must be provided a copy of the amended arrangement but does not have the ability to deny the amended compensation arrangement as long as the modification meets the requirements of 16-4-418. Any other changes or modifications must be submitted to the Department for review and approval prior to those changes and modifications being implemented. The existing agreement may remain in place pending the Department's approval or denial.
- C. **Attorneys' Fees.** Each Party in any action arising under this Agreement shall be responsible for its own attorneys' fees.
- D. **Invalid or Unenforceable Provisions.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if that invalid or unenforceable provisions were omitted.

## Section 8 – No Ownership Interest

It is expressly understood and agreed that nothing contained herein is intended or should be construed as in any way establishing a partnership or joint venture relationship between the Parties. It is further expressly understood and agreed that nothing contained herein is intended or should be construed as creating an ownership interest of the Concessionaire in the license.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

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Signature of Licensee

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Date

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Printed Name of Licensee

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Title

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Signature of Concessionaire

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Date

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Printed Name of Concessionaire

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Title

Mail the required documents to:

Department of Revenue  
Alcoholic Beverage Control Division  
PO Box 1712  
Helena, MT 59624-1712

**Questions?** Call us at (406) 444-6900, or Montana Relay at 711 for the hearing impaired.