

MEAL PROVIDER COOPERATION AGREEMENT

This MEAL PROVIDER COOPERATION AGREEMENT dated _____, 2020, ("Agreement"), dated as of May _____, 2020 is made and entered into by and between _____ ("Licensee"), and _____ (the "Restaurant"), with respect to the following facts:

A. Restaurant is a full service restaurant located at _____ that operates kitchen facilities and prepares bona fide meals for sale to the public.

B. Licensee holds an [On-Sale General Public Premises (Type 48) license (License No. 48-_____)] [On-Sale Beer & Wine Public Premises (Type 42) license (License No. 42-_____)] (the "License") issued by the California Department of Alcoholic Beverage Control (the "ABC Department") for the facility operating under the name " _____ " at _____.

C. The ABC Department promulgated a Fifth Notice of Regulatory Relief dated May 20, 2020 that permits on-sale licensees that do not operate kitchen facilities and do not prepare bona fide meals on the licensed premises to partner with businesses that do offer meals to sell to-go containers of alcoholic beverages in conjunction with bona fide meals.

D. Restaurant and Licensee desire to enter into the Agreement in order to allow Licensee to sell to-go containers of alcoholic beverages in connection with meals sold by the Restaurant during the period of temporary regulatory relief.

AGREEMENT:

NOW THEREFORE, in consideration of the terms hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Restaurant shall continue to sell and serve meals at the Restaurant through its kitchen facilities.
2. In connection with any meal provided by Restaurant, Licensee may serve to-go containers of alcoholic beverages to Restaurant patrons in connection with the sale and service of such meals. Licensee shall manage or direct the sale and preparation of the to-go containers of alcoholic beverages and shall coordinate all orders for food and alcoholic beverages.
3. All orders and payment from consumers for alcohol and food shall be received by Licensee either in-person or through its online portal. Any orders for meals shall be directed to Restaurant by Licensee.

4. For deliveries away from the licensed premises, Licensee shall receive the food order from the Restaurant, and then deliver both the meal and the to-go containers of alcoholic beverages to the consumer in a single transaction originating from its licensed premises, even if Licensee or Restaurant use third-party delivery services. No alcoholic beverages shall be delivered to the consumer separately from a meal delivered by the food provider and the alcoholic beverage cannot leave the licensed premises without being accompanied by the appropriate food order.
5. Licensee shall not be entitled to any additional compensation for the food order and shall only retain the amount of the alcoholic beverages charged to and paid for by the customer. Similarly, Restaurant shall not be entitled to any additional compensation for the alcoholic beverages and shall only retain the amount of the food order charged to and paid for by the customer. Licensee and Restaurant shall work together on an online ordering platform to ensure accurate intake and bookkeeping of both alcoholic beverages and food orders when such are ordered in combination through Licensee or Restaurant.
6. Concurrently herewith, Licensee shall notify the ABC Department of the terms of this Agreement, pursuant to the Notice attached hereto as Exhibit A.
7. This Agreement shall become effective upon the execution of this Agreement below. This Agreement shall remain in effect for the next sixty (60) days, unless earlier terminated by mutual agreement of the parties. This Agreement shall also terminate immediately upon notice of termination by the ABC Department of the temporary regulatory relief relating to the sale of to-go containers of alcoholic beverages. This Agreement shall thereafter automatically renew itself for additional one-year terms, as long as the ABC Department permits the sale of to-go containers of alcoholic beverages by licensees without kitchen facilities or unless either party elects, upon 30 days written notice to the other party, not to renew this Agreement.

Notice: In order to assist licensees and restaurants, Holland & Knight LLP prepared this draft Meal Cooperation Agreement in May 2020 that can be used as a starting point to facilitate the creation and documentation of the relationship permitted by the California Department of Alcoholic Beverage Control (the "Department") pursuant to its Fifth Notice of Regulatory Relief, dated May 20, 2020. The draft agreement also includes the requisite notice to the Department. The Department's guidance may change from time to time. Please note that the use of the draft agreement and/or the notice does not create an attorney-client relationship between you and Holland & Knight nor does it create attorney-client privilege. Feel free to reach out to Holland & Knight LLP with any questions about your individual requirements or circumstances.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

LICENSEE

[_____]

By: _____
Name: _____
Its: _____

RESTAURANT

[_____]

By: _____
Name: _____
Its: _____

EXHIBIT A

NOTICE TO ABC

_____, 2020

Via Overnight Courier and E-Mail

California Department of Alcoholic Beverage Control
3927 Lennane Drive, Suite 100
Sacramento, CA 95834

Re: MEAL PROVIDER COOPERATION AGREEMENT dated _____, 2020, ("Agreement"),
by and between _____ ("Licensee"), and
_____ (the "Restaurant")

To Whom it May Concern:

Please allow this Notice to serve as the required notice under the Fifth Notice of Regulatory Relief – On-Sale Licensees Without Kitchen Facilities dated May 20, 2020. Pursuant to the above referenced Agreement, Licensee and Restaurant have entered into a relationship whereby Restaurant is engaged in the business of preparing and offering bona fide meals for sale to the public and Licensee will sell to-go containers of alcoholic beverages (consistent with the First Notice of Regulatory Relief and other guidance provided by the Department) in conjunction with such meals.

Feel free to reach out to the undersigned with any questions. Thank you for your attention to the needs of licensees during this time.

Sincerely,

LICENSEE

[_____]

By: _____

Name: _____

Its: _____