

# Liquor Licensee Handbook



**AGLC**

Alberta Gaming and  
Liquor Commission

*An Agent of the Government of Alberta*

[aglc.ca](http://aglc.ca)

**LICENSEE HANDBOOK  
RECORD OF AMENDMENTS**

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**SUBJECT: INTRODUCTION**

**1.1 INTRODUCTION**

**POLICIES**

- 1.1.1 The Alberta Gaming and Liquor Commission (AGLC) is established under the *Gaming and Liquor Act* (GLA) and is governed by the requirements of the *Criminal Code*, the GLA and the Gaming and Liquor Regulation (GLR).
- 1.1.2 The AGLC is the province's liquor and gaming authority, responsible for administering and regulating the liquor and gaming industries in Alberta.
- 1.1.3 Board policies are approved by the Board of the AGLC and signed by its Chair, on behalf of the Board.
- 1.1.4 Board policies related to liquor licence activities are conditions of the licence. This includes policies approved or amended after the liquor licence is issued [Section 61(1) of the GLA].
- 1.1.5 Guidelines are best business practices designed to help licensees meet operating requirements.
- 1.1.6 Board policies and guidelines are located in the Licensee Handbook, which is available on the AGLC website at [aglc.ca](http://aglc.ca).  
(amended Sept. 2015)
- 1.1.7 The licensee is responsible for ensuring the Licensee Handbook, GLA and GLR are available to its staff. (amended Sept. 2015)
- 1.1.8 If a licence applicant, licensee or manager involved in the daily operation of a licensed premises does not have a working knowledge of the English language sufficient to understand the legislation and/or these policies, the AGLC will ask that the licensee have an interpreter present whenever:
- a) discussing details of the licence application;
  - b) an Inspector visits the premises to review the licensee's responsibilities;
  - c) the licensee acknowledges its responsibilities by signing the Operating Procedures form (see Section 14.2); and



**SUBJECT: INTRODUCTION**

d) the licensee attends a Board hearing.

**GUIDELINES**

1.1.9 *Deleted Sept. 2015*

1.1.10 The Licensee Handbook may be accessed on the AGLC's web site at [aglc.ca](http://aglc.ca). *(amended Sept. 2015)*

1.1.11 The GLA and GLR may be accessed on the Queen's Printer web site at [www.qp.alberta.ca](http://www.qp.alberta.ca). *(amended Sept. 2015)*

1.1.12 Sample forms related to liquor licences are provided in Section 14.

**SUBJECT: DEFINITIONS**

**1.2 DEFINITIONS**

**POLICIES**

1.2.1 In this handbook,

- a) "AGLC" means the Alberta Gaming and Liquor Commission.
- b) "Board" means the Board of the AGLC.
- c) "GLA" means the Gaming and Liquor Act.
- d) "GLR" means the Gaming and Liquor Regulation.
- e) "Inspector" means an Inspector of the AGLC, a police officer as defined in the *Police Act* or someone designated by the AGLC as an Inspector under the GLA.
- f) "licensed premises" means all areas associated with the operations of the licensee, including, but not limited to:
  - i) areas liquor may be sold or consumed; and
  - ii) any store room, lobby, kitchen, hallway or other service areas used by the licensee in support of the areas where liquor may be sold or consumed.
- g) "licensee" means the individual, partnership or corporation holding a liquor licence.
- h) "liquor" means beverages that are intended for human consumption containing over 1% alcohol by volume (e.g., spirits, wine, liqueur, coolers, cider or beer).
- i) "minor" means a person under the age of 18 years.
- j) "staff" means any person employed by the licensee or contracted by the licensee or a third party to perform staff duties.

**SUBJECT: CONTACTING THE AGLC**

**1.3 CONTACTING THE AGLC**

**GUIDELINES**

- 1.3.1 There are five (5) AGLC offices in the province. Normal office hours are 8:15 a.m. to 4:00 p.m. Monday to Friday, excluding statutory holidays. Outside normal office hours and when staff is unavailable, messages may be left on voice mail.

**St. Albert (Head Office)**

50 Corriveau Avenue                      Phone: 780-447-8600  
St. Albert, Alberta                         Fax: 780-447-8911  
T8N 3T5                                         Fax: 780-447-8912

**Calgary**

110 Deerfoot Atrium  
6715 - 8 Street NE  
Calgary, Alberta                             Phone: 403-292-7300  
T2E 7H7                                         Fax: 403-292-7302

**Red Deer**

#3, 7965 – 49 Avenue  
Red Deer, Alberta                         Phone: 403-314-2656  
T4P 2V5                                         Fax: 403-314-2660

**Grande Prairie**

100-11039 – 78 Avenue  
Grande Prairie, Alberta                 Phone: 780-832-3000  
T8W 2J7                                         Fax: 780-832-3006

**Lethbridge**

3103 – 12 Avenue North  
Lethbridge, Alberta                        Phone: 403-331-6500  
T1H 5P7                                         Fax: 403-331-6506

- 1.3.2 The AGLC web site address is: [aglc.ca](http://aglc.ca).

**SUBJECT: LEGISLATION AND COMPLIANCE**

**1.4 LEGISLATION AND BOARD POLICIES**

**POLICIES**

- 1.4.1 Licensees and their staff must comply with:
- a) the GLA;
  - b) the GLR;
  - c) Board policies; and
  - d) all federal, provincial and municipal legislation.
- 1.4.2 Non-compliance with the legislation or Board policies may result in disciplinary action by the Board pursuant to Part 4 of the GLA.
- 1.4.3 A licensee or manager approved by the AGLC must notify the AGLC immediately if charged with or convicted of an offence under:
- a) the *Criminal Code* (Canada);
  - b) the *Excise Act* (Canada);
  - c) the *Food and Drugs Act* (Canada);
  - d) the *Controlled Drugs and Substances Act* (Canada);
  - e) a foreign Act or Regulation substantially similar to an offence under a), b), c) or d);
  - f) the GLA; or
  - g) the GLR.
- 1.4.4 If a licensee is at any time charged or convicted of an offence set out in any of the legislation listed in Section 1.4.3, the Board may take disciplinary action including, but not limited to, suspension or cancellation of the liquor licence/registration.
- 1.4.5 If a licensee misleads the AGLC, fails to provide information or provides inaccurate information, the Board may take disciplinary action including, but not limited to, suspension or cancellation of the liquor licence.

**SUBJECT: LICENSEE'S RESPONSIBILITIES**

**1.5 LICENSEE'S RESPONSIBILITIES**

**POLICIES**

- 1.5.1 Licensees and their staff must ensure the licensed premises operate in accordance with all federal, provincial and municipal legislation.
- 1.5.2 Licensees will be required to sign an Operating Procedures form (see Subsection 14.4) declaring full understanding of the legal requirements about liquor purchases, sales and special promotions.
- 1.5.3 A licensee shall:
- a) train staff to understand violations of the legislation and policies, in accordance with ProServe and ProTect training as specified in Subsections 1.6 and 1.7.
  - b) place a high priority on maintaining a safe premises, considering patrons are consuming an intoxicating substance;
  - c) take steps to reduce the risk of assault among patrons; and
  - d) demonstrate care in ensuring a safe return home for intoxicated patrons.
- 1.5.4 A licensee and its staff with information about illegal activities related to liquor, tobacco or gaming is required to contact the nearest AGLC office (see Subsection 1.3). This includes:
- a) smuggled liquor or tobacco;
  - b) stolen liquor or tobacco;
  - c) homemade liquor, such as moonshine, wine or beer when sold or offered for sale;
  - d) tobacco not marked for sale in Alberta; and
  - e) illegal gaming devices or illegal gaming house.

**GUIDELINES**

- 1.5.5 Licensee management should also implement a program to

**SUBJECT: LICENSEE'S RESPONSIBILITIES**

reduce impaired driving. For example, the Designated Driver Program encourages groups to identify one person who will abstain from alcoholic beverages and take responsibility for driving others in the group safely home.

- 1.5.6 Licensees should be aware that liquor service carries a risk of potential liability. Questions on liability should be directed to a lawyer.

**SUBJECT: ProServe LIQUOR STAFF TRAINING**

**1.6 ProServe LIQUOR STAFF TRAINING**

**POLICIES**

1.6.1 A licensee must meet ProServe Liquor Staff Training certification requirements. Equivalency may be granted for programs offered in other provinces if the program was taken within the last five years. The person must apply to the SMART Training programs office (see Section 1.6.19) to have the certification recognized.

1.6.2 ProServe certification is mandatory for the following full time and part time staff:

- a) positions where liquor is provided under the authority of a Class A, B, D, E and Duty Free licence (excluding Class D - Sacramental Wine Resale licence):
  - i) licensed premises owners, managers, supervisors, retailers, bartenders, servers, greeters, and hosts;
  - ii) security staff (directly employed or contracted by the licensee); and
  - iii) owners and managers of a company contracted to provide security.
- b) positions where liquor is provided under the authority of a Commercial Public Resale Special Event licence:
  - i) managers, supervisors, bartenders, servers, and drink ticket sellers;
  - ii) security staff (directly employed or contracted by the licensee); and
  - iii) owners and managers of a company contracted to provide security.
- c) persons registered with the AGLC as a liquor agency and their employees whose duties include the sampling of liquor products.

1.6.3 ProServe certification is not required for staff working full time or part time:

**SUBJECT: ProServe LIQUOR STAFF TRAINING**

- a) as kitchen staff, bus persons, and cleaning staff in licensed premises;
- b) where liquor is provided under the authority of a Community Public Resale Special Event licence;
- c) where liquor is provided under the authority of a Private Special Event licence;
- d) where liquor is provided under the authority of a Class C licence (Note: the Board may require the licensee to meet ProServe training requirements if the Class C licensee has violated the GLA, GLR, or Board policies); and
- e) where liquor is provided under the authority of a Class D Sacramental Wine Resale licence.

**1.6.4 Persons requiring ProServe must be certified:**

- a) within 30 days of the employment start date for all new hires to positions identified in Section 1.6.2 a) and 1.6.2 c) or;
- b) before a Commercial Public Resale Special Event for staff in positions identified in Section 1.6.2 b).

**1.6.5** A minimum score of 80% on an AGLC administered examination is required for ProServe certification.

**1.6.6** ProServe certification is valid for a period of five (5) years from the date of successfully completing the program.

**1.6.7** Valid ProServe certification must be maintained by successfully repeating the ProServe course (including passing the exam) before the certification expiration date.

**1.6.8** Licensee staff must provide proof of ProServe certification at the request of an AGLC Inspector. Failure to present proof of ProServe certification (by card, personal information page or temporary card) may result in disciplinary action.

**1.6.9** It is the responsibility of the licensee to ensure:

- a) all staff in their premises who are required to have ProServe certification (as per Section 1.6.2) are certified



**SUBJECT: ProServe LIQUOR STAFF TRAINING**

in accordance with the requirements identified in Section 1.6; and

- b) at least one (1) ProServe certified staff member is on shift at all times. *(Added, Oct. 2014)*

1.6.10 Licensees must keep a log of employees that are ProServe certified, including the following information:

- a) employee name as it appears on the certification card;
- b) SMART Training registration number; and
- c) expiry date.

Note: Logs are subject to review by the AGLC.

1.6.11 An industry worker's ProServe certification will be placed into conditional status when an employee at a licensed premises is found to violate any of the following:

- a) Section 75 GLA: give, sell, or supply liquor to a minor;
- b) Section 75.1 GLA: sell or provide liquor to an intoxicated person, permit an intoxicated person to consume liquor or take part in a gaming activity or provincial lottery that is conducted in the licensed premises; and
- c) AGLC Board policy: failure to ask for proof of age for those persons who appear to be under 25 years of age.

Note: Section 1.6.11 applies only to ProServe certifications completed on or after January 1, 2014.

1.6.12 Industry workers whose ProServe certification is placed into conditional status may continue working at a licensed premises, however, they are required to successfully retake ProServe certification and pay all required fees within 30 days from the date of notification by the AGLC. Failure to do so will cancel their ProServe certification.

1.6.13 Industry workers placed on conditional status may appeal the violation in writing to the Vice President, Compliance and Social Responsibility Division, within 14 days of the date of notification by the AGLC. The decision of the Vice President is final.

**SUBJECT: ProServe LIQUOR STAFF TRAINING**

1.6.14 Industry workers whose appeal of the violation is unsuccessful will have 30 days from the date of the appeal outcome to recertify.

1.6.15 If an industry worker incurs three violations within a five-year period they will be ineligible for further ProServe certification.

**GUIDELINES**

1.6.17 ProServe is a social responsibility training course designed to reduce:

- a) underage drinking;
- b) over-consumption of liquor;
- c) impaired driving; and
- d) liquor related harms and violence.

1.6.18 A ProServe card is issued to all persons who successfully complete ProServe certification.

1.6.19 ProServe certification options are found on the SMART Training website. For more information on ProServe contact:

SMART Training Programs  
Alberta Gaming and Liquor Commission  
50 Corriveau Avenue  
St, Albert, Alberta  
T8N 3T5

Toll Free: 1-877-436-6336  
Fax: 780-651-7626  
Website: [smartprograms.aglc.ca](http://smartprograms.aglc.ca)

**SUBJECT: ProTect SECURITY STAFF TRAINING**

**1.7 ProTect SECURITY STAFF TRAINING**

**POLICIES**

1.7.1 A licensee must meet ProTect Security Staff Training (ProTect) certification requirements. Equivalency will not be granted for certification offered in other provinces.

1.7.2 ProTect certification is mandatory for full-time and part-time industry staff working in a Class A Minors Prohibited premises and at a Commercial Public Resale Special Event in the following positions:

- a) all individuals who manage or supervise security staff;
- b) security staff (directly employed or contracted by the licensee); and
- c) owners and managers of a company contracted to provide security.

The specific responsibilities associated with these positions are described in Sections 1.7.15 and 1.7.16.

1.7.3 ProTect certification is not required for staff working full time or part time:

- a) at Class A Minors Allowed, Class B, Class C, Class D, Class E and Duty Free premises;
- b) at a Class A Minors Prohibited premises in a position not listed in Section 1.7.2;
- c) at a function licensed as a Community Public Resale Special Event; and
- d) at a function licensed as a Private Special Event.

1.7.4 All individuals required to successfully complete ProTect Security Staff Training are also required to successfully complete ProServe Liquor Staff Training.

1.7.5 Persons requiring ProTect as identified in Section 1.7.2 must be certified:

- a) within 30 days of the employment start date for all new hires in a Class A Minors Prohibited Premises or;

**SUBJECT: ProTect SECURITY STAFF TRAINING**

- b) before a Commercial Public Resale Special Event
- 1.7.6 Successful completion of all assignments and a minimum score of 80% on an AGLC administered examination is required for ProTect certification.
- 1.7.7 ProTect certification is valid for a period of five (5) years from the date of successfully completing the program.
- 1.7.8 Valid ProTect certification must be maintained by successfully repeating the ProTect course (including passing all assignments and the exam) before the certification expiry date.
- 1.7.9 Licensee staff must provide proof of ProTect certification at the request of an AGLC Inspector. Failure to present proof of ProTect certification (by card, personal information page or temporary card) may result in disciplinary action.
- 1.7.10 It is the responsibility of the licensee to ensure:
- a) all staff in their premises who are required to have ProTect certification (as per Section 1.7.2) are certified in accordance with the requirements identified in Section 1.7; and
- b) at least one (1) ProTect certified staff member is on shift at all times. *(Added, Oct. 2014)*
- 1.7.11 Licensees must keep a log of employees that are ProTect certified, including the following information:
- a) employee name as it appears on the certification card;
- b) SMART Training registration number; and
- c) expiry date.
- Note: Logs are subject to review by the AGLC. *(Added, Oct. 2014)*

**GUIDELINES**

- 1.7.12 ProTect is a social responsibility training course designed to:
- a) improve observation and communication skills regarding patron and premises management;

**SUBJECT: ProTect SECURITY STAFF TRAINING**

- b) prevent, defuse, and manage customer disturbances;
- c) increase the safety and security of staff and patrons in licensed premises; and
- d) reduce the risk of liability.

1.7.13 A ProTect card is issued to all persons who successfully complete ProTect certification.

1.7.14 Although required only for Class A Minors Prohibited licensed premises and Commercial Public Resale Special Events, ProTect training is also recommended for individuals who work or volunteer in a security position in any other class of licensed premises or special event function.

1.7.15 The manager/supervisor of security (or owner/manager of a security company contracted to provide security) is responsible for the security and surveillance of the licensed premises. This includes:

- a) developing and implementing policies and procedures for security;
- b) preparing a security plan, including planning for emergency situations; and
- c) hiring and training security staff (includes door persons and floor persons).

1.7.16 Security staff (directly employed or contracted by the licensee) are responsible for the security and physical safety of the licensed premises, patrons in the licensed premises, and premises employees. Specific responsibilities of security staff include:

- a) monitoring and controlling access to the premises (door person) at all entrances open to the public;
- b) checking for proper identification to ensure only patrons of legal drinking age enter the premises;
- c) ensuring compliance to GLA, GLR and AGLC policies;
- d) ensuring patrons banned from entering or remaining on the premises do not enter or remain;

**SUBJECT: ProTect SECURITY STAFF TRAINING**

- e) ensuring the occupant load under the fire code is not exceeded (crowd control duties);
- f) staying highly visible and circulating through the licensed premises (floor person); and
- g) monitoring patrons and intervening early to prevent fights and other aggressive acts.

1.7.17 Information relating to ProTect certification is found on the SMART Training website. For more information on ProTect Security Staff Training, contact:

SMART Training Programs  
Alberta Gaming and Liquor Commission  
50 Corriveau Avenue  
St. Albert, Alberta T8N 3T5

Toll Free: 1-877-436-6336  
Fax: 780-651-7626  
Website: [smartprograms.aglc.ca](http://smartprograms.aglc.ca)

**SUBJECT: STAFF TRAINING SESSIONS**

**1.8 STAFF TRAINING SESSIONS**

**GUIDELINES**

- 1.8.1 AGLC Inspectors are available to provide training sessions to licensee staff to help them gain a better understanding of their responsibilities and authority regarding liquor sales and service and the operation of a licensed premises.
- 1.8.2 Licensee staff who attend an AGLC training session receive a booklet entitled "Liquor Laws and You," which provides suggestions on how to deal with liquor service issues. A copy of the booklet is also provided to all new licensees. The booklet may be accessed at no charge on the AGLC's web site at [aglc.ca](http://aglc.ca).
- 1.8.3 To arrange a staff training session, contact your nearest AGLC office (see Section 1.3 for AGLC contact information).

**SUBJECT: LICENCE CLASSIFICATIONS**

**2.1 LICENCE CLASSIFICATIONS**

**POLICIES**

2.1.1 The Board may issue the following classes of liquor licences:

- a) Class A for the sale and consumption of liquor on licensed premises open to the general public.
- b) Class B for the sale and consumption of liquor on licensed premises open to persons who pay an entrance or user fee or buy a ticket, or on some other basis acceptable to the Board.
- c) Class C for the sale and consumption of liquor on licensed premises not open to the general public, but established primarily for the use of members and their guests, residents and their guests, or on some other basis acceptable to the Board.
- d) Class D for the sale of liquor for consumption off the licensed premises.
- e) Class E for the manufacture of liquor in Alberta.



**SUBJECT: LICENCE FEES**

**2.2 LICENCE FEES**

**POLICIES**

2.2.1 A one-time, non-refundable fee of \$200 must be submitted with all new liquor licence applications, with the following exceptions:

- a) No application fee is required for a Class C senior citizens' residence.
- b) No application fee is required for a new licence following expiry of the existing licence.
- c) A single fee of \$200 is required when an application is made for more than one (1) licence for the same premises at the same time.

2.2.2 An annual licence fee is due on the date of licence issue according to the following schedule:

- a) Class A, B, C (except for a senior citizens' residence) \$200
- b) Class C senior citizens' residence \$25
- c) Class D
  - i) General Off Sales \$100
  - ii) Manufacturer Off Sales \$100
  - iii) Retail Liquor Store \$700
  - iv) General Merchandise Liquor Store \$300
  - v) Delivery Service \$200
  - vi) Commercial Caterer \$200
  - vii) Sacramental wine resale licence \$25
- d) Class E
  - i) Winery, Brewery & Distillery - First year \$2,000
  - ii) Second and subsequent years' annual fees are based on total purchases by the AGLC in the preceding year.

**SUBJECT: LICENCE FEES**

- |                            |       |
|----------------------------|-------|
| iii) Brew Pub Licence      | \$500 |
| iv) Cottage Winery Licence | \$500 |
| e) Duty Free Store Licence | \$500 |

2.2.3 The licence application form (see Section 14.1) and the applicable annual fee (see Section 2.2.2) must be received by the AGLC before a licence is issued.

**SUBJECT: APPLICATION REVIEW**

**2.3 APPLICATION REVIEW**

**POLICIES**

2.3.1 Liquor licence applications are subject to review and approval by the AGLC.

2.3.2 When reviewing applications, the AGLC considers:

- a) the appropriateness of the proposed premises;
- b) the applicant's eligibility; and
- c) the expressed views of the local community.

2.3.3 If the AGLC does not support a licence application due to operational problems, operational style changes or major structural changes to the premises made by the applicant, the application will be referred to the Board for decision.

2.3.4 If a licence expires, the licensee must stop liquor service until a new licence is issued.

**Reasons for Licence Refusal**

2.3.5 The AGLC may refuse to issue a liquor licence if, within the five (5) years prior to the application date, the applicant, any of the applicant's employees, any of the applicant's associates or any person associated with the applicant fails to pass a records check (see Section 2.3.6).

2.3.6 A person will fail to pass a records check if the person has:

- a) within the five (5) years prior to the application date, been charged with or convicted of:
  - i) an offence under the *Criminal Code* (Canada), the *Excise Act* (Canada), the *Food and Drugs Act* (Canada) or the *Controlled Drugs and Substances Act* (Canada); or
  - ii) an offence under a foreign act or regulation that, in the Board's opinion, is substantially similar to an offence described in Section 2.3.6a i); or

**SUBJECT: APPLICATION REVIEW**

- b) at any time been charged with or convicted of:
- i) an offence under the *Criminal Code* (Canada), the *Excise Act* (Canada), the *Food and Drugs Act* (Canada) or the *Controlled Drugs and Substances Act* (Canada); or
  - ii) an offence under a foreign act or regulation that, in the Board's opinion, is substantially similar to an offence described in Section 2.3.6b i);

that, in the opinion of the Board, is sufficiently serious to detract from the integrity of lawful gaming, lottery and/or licensed liquor activities in Alberta; or

- c) within the five (5) years prior to the application date, been in prison serving a term of three (3) years or more.

**Note:** Subsection 2.3.6 does not apply to a person who has received a pardon under the provisions of the *Criminal Records Act* or similar legislation or if any records relating to a charge or conviction have been expunged or otherwise officially sealed by a court or government agency.

2.3.7 The AGLC may refuse to issue a liquor licence if satisfied the applicant, any of the applicant's employees or associates, or any person or entity connected to or associated with the applicant:

- a) has not acted or may not act in accordance with the law, with honesty and integrity or in the public interest, based on their past conduct;
- b) would be a detriment to the integrity or lawful conduct of gaming or liquor activities or provincial lotteries; or
- c) has a background, reputation and/or associations that may cause adverse publicity for the gaming or liquor industry in Alberta.

2.3.8 The AGLC may refuse to issue a liquor licence if, within the five (5) years prior to the application date, the applicant, any of the applicant's employees or any person associated with the applicant has contravened:

**SUBJECT: APPLICATION REVIEW**

- a) the GLA or the GLR;
- b) a predecessor of the GLA or the GLR; or
- c) a condition imposed on a licence or registration issued or made under the GLA.

2.3.9 The AGLC may also refuse to issue a liquor licence:

- a) if the applicant is not eligible to receive the licence; and
- b) if the requirements of the GLA, GLR and Board policies have not been met.

**GUIDELINES**

2.3.10 First-time applicants should contact the AGLC (see Section 1.3 for AGLC contact information).

2.3.11 A licensee should first consult this handbook and then contact the AGLC when:

- a) seeking a new licence or a new class of licence;
- b) seeking an endorsement to an existing licence (e.g., a patio or banquet room endorsement);
- c) planning to renovate their premises; or
- d) planning to relocate.

2.3.12 Licensees are sent a reminder notice before their existing licence expires.

**SUBJECT: OBJECTION TO AN APPLICATION**

**2.4 OBJECTION(S) TO AN APPLICATION**

**POLICIES**

**New Class A, B, C, D or E Premises**

2.4.1 The AGLC will post all applications for the following types of licences on its website ([aglc.ca/licences](http://aglc.ca/licences)):

- a) Class A, B, C, D and E liquor licence(s) for new premises;
- b) existing licensed premises applying for additional Class A, B, C, D or E licence(s);
- c) changes to the Class of liquor licence; and
- d) relocations of existing licensed premises.

**Note:** The application must meet the preliminary requirements for a licence prior to the application being posted. These requirements include, but are not limited to, the application fee, application form, floor plan, (site plan for Class D Retail Liquor Store licensees), food menu and Particulars of Individual Form.

2.4.2 The following information will be posted on the AGLC website:

- a) name of the applicant;
- b) name of the proposed premises;
- c) municipal address of the proposed premises;
- d) licence(s) applied for; and
- e) the date that a written objection must be received by the AGLC.

2.4.3 All objections must be submitted in writing and received by the AGLC within 21 calendar days from the date the application is posted on the AGLC website in order for the objection to be considered during the current licensing process (See Section 2.4.16).

2.4.4 The applicant will be notified in writing of all objections received.

**SUBJECT: OBJECTION TO AN APPLICATION**

2.4.5 The applicant will be given 14 days from the date of notification to respond in writing to the objection; an extension may be requested by the applicant. No licence(s) will be issued until the objection and the applicant's response, if any, have been considered by the Board.

2.4.6 The applicant and the person(s) filing the objection will be advised in writing of the Board's decision.

2.4.7 If no objections to the issue of a licence are received within the 21 calendar days the AGLC will continue with the licensing process.

**Existing Licensed Premises/Facilities**

2.4.8 For existing licensed premises, only written objections received by the AGLC at least 90 days prior to the expiration of the current licence will be provided to the Board for consideration.

2.4.9 The applicant will be notified in writing of all objections received.

2.4.10 The applicant will be given 14 days from the date of notification to respond in writing to the objection; an extension may be requested by the applicant. No licence(s) will be issued until the objection and the applicant's response, if any, have been considered by the Board at the earliest possible date.

2.4.11 The applicant and the person(s) filing the objection will be advised in writing of the Board's decision.

2.4.12 If no objections to the issue of a licence are received within the 90 calendar days prior to the expiration of the current licence the AGLC will continue with the licensing process.

2.4.13 The Board will not consider an objection for an existing licensed premises where there is a sale, transfer or change in control. Should an objection be received during a sale, transfer or change in control, the Board will deal with the objection at least 90 days before the expiration of the new licence term.

**SUBJECT: OBJECTION TO AN APPLICATION**

**Other Liquor/Gaming Licence(s)/Registrations**

2.4.14 If any written objection to an application for a liquor licence not referred to above is received by the AGLC, the following policies apply:

- a) The applicant will be notified in writing of all objections received.
- b) The applicant for the licence will be given 14 days from the date of notification to respond to the objection; an extension may be requested by the applicant;
- c) The objection and the applicant's response, if any, will be submitted to the Chief Executive Officer (CEO) of the AGLC for consideration. Should an objection to the issue of a licence be received by the AGLC without sufficient time to consider the objection, a new licence may be issued and the objection will be considered by the CEO at the earliest possible date.

2.4.15 Any objection to an application for a licence received after the specified time frames noted above will not be taken into consideration. The objector(s) will be advised accordingly.

**GUIDELINES**

2.4.16 A request may be made to view the floor plan/site plan of the applicant's proposed premises prior to submitting an objection. The person making the request will be given 21 days from the date the application is posted to view the plans and to submit a written objection.

2.4.17 Objections and/or requests to view the plans of proposed premises may be forwarded to:

Alberta Gaming and Liquor Commission  
Director, Inspections  
50 Corriveau Avenue  
St. Albert, AB. T8N 3T5  
Fax: 780-447-8913  
Email: [Inspections.Mailbox@aglc.ca](mailto:Inspections.Mailbox@aglc.ca)



**SUBJECT: OBJECTION TO AN APPLICATION**

2.4.18 If a request to view the plans is received, the AGLC will contact the stakeholder to arrange a time to view the floor plan/site plan at the nearest AGLC office to the proposed premises. See Subsection 1.3 for AGLC office locations

**SUBJECT: SALE/PURCHASE OR CHANGE OF STATUS OF LICENSED PREMISES**

**2.5 CHANGE OF STATUS (SALE, ASSIGNMENT, TRANSFER OR CLOSURE)**

**POLICIES**

2.5.1 A liquor licensee cannot sell, assign or transfer a liquor licence.

2.5.2 A liquor licence is automatically cancelled when:

- a) a licensee sells, assigns or transfers a portion of the business in which activities authorized by the liquor licence are carried out; and
- b) the sale, assignment or transfer results in a change in control of the business.

2.5.3 A proposed sale, assignment or transfer of a portion of a business:

- a) that is a sole proprietorship, a partnership or a corporation but not a distributing corporation, as defined in the *Business Corporations Act*; and
- b) in which the activities authorized by a liquor licence are carried out;

must be reported to and approved by the AGLC prior to the effective date of the sale, assignment or transfer.

2.5.4 A sale, assignment or transfer of 5% or more of a business:

- a) that is a distributing corporation as defined in the *Business Corporations Act*; and
- b) under which the activities authorized by a liquor licence are carried out;

must be reported to the AGLC within 10 business days of the effective date of the sale, assignment or transfer and approved by the AGLC.

2.5.5 The AGLC may, with respect to a sale, assignment or transfer as per Sections 2.5.3 and 2.5.4:

- a) approve it without conditions;

**SUBJECT: SALE/PURCHASE OR CHANGE OF STATUS OF LICENSED PREMISES**

- b) approve it with conditions;
- c) approve it with changes to or removal of existing conditions; or
- d) refuse to approve it.

2.5.6 Where the AGLC refuses to approve a sale, assignment or transfer, after the sale, assignment or transfer takes effect the AGLC may treat the licensee as ineligible to hold a liquor licence and:

- a) cancel or suspend the licence;
- b) require a person to dispose of an interest in the business under which the activities authorized by the licensee are carried out; and/or
- c) require a person to dispose of an interest in a licensed premises.

2.5.7 When a licensed premises must be closed due to significant damage by fire or other natural event, the licence is cancelled by the AGLC. However, the licensee may obtain a new licence if the premises is restored to an acceptable condition, complies with current policies and the licensee continues to qualify to hold a liquor licence.

2.5.8 Existing licences may remain in effect if a licensee is placed in receivership or bankruptcy. The licence may continue for a period determined by the Board of the AGLC and is subject to any conditions imposed on the licence by the Board.

2.5.9 The AGLC shall refuse to grant a licence to a new owner when an Incident Report or disciplinary action is in progress against the existing licensee until such time as the Incident Report or disciplinary action has been dealt with by the AGLC.

2.5.10 A licence application fee will not be charged when:

- a) individual owners incorporate and a controlling interest in the business continues to be held by the original owners;
- b) the transfer or assignment of shares does not result in a transfer of control of the business; or

**SUBJECT: SALE/PURCHASE OR CHANGE OF STATUS OF LICENSED PREMISES**

c) only the name of the company or premises changes.

2.5.11 The seller of a licensed premises may apply for a refund of the annual licence fee when:

- a) the premises have been sold; and
- b) the licence certificate has been returned.

2.5.12 A refund will not be paid when:

- a) the premises are destroyed by fire;
- b) the premises are closed or licence surrendered;
- c) the licence has been cancelled by the Board;
- d) there is a change of licence class; or
- e) the licence is seasonal.

2.5.13 Refunds are based on the original annual licence fee less:

- a) the prorated portion during which the licence was in effect; and
- b) a \$100 administration charge.

**GUIDELINES**

2.5.14 Prospective applicants wishing to purchase a licensed premises can find a list of the documents required by the AGLC in Section 14.16: Sale or Lease of Premises.

2.5.15 A licensee selling or closing their premises permanently may sell their remaining liquor stocks to another licensee. The purchaser of the liquor stocks is responsible to ensure the product is legal and of acceptable quality (i.e., not adulterated or contaminated).

**SUBJECT: CLASS A LICENCE MINORS ALLOWED**

**3.1 CLASS A LICENCE MINORS ALLOWED**

**POLICIES**

3.1.1 A Class A Minors Allowed licence may be issued for the sale and consumption of liquor on licensed premises open to the general public where food is the primary source of business.

3.1.2 The licensed premises must be located in a permanent facility and meet the requirements detailed below:

- a) The physical layout must include:
  - i) a suitably approved kitchen to meet food service requirements for quantity and quality of food, for the number of dining seats available (see Section 3.1.5);
  - ii) a dining area furnished with tables and chairs; and
  - iii) public washrooms in accordance with the Alberta Building Code.
- b) Food service must consist of a full-meal menu, approved by the AGLC, and be available during all hours of liquor service.
- c) Liquor service must be provided from a suitably equipped bar (see Section 3.1.7).
- d) Staff must be:
  - i) available to prepare food, serve food and liquor and supervise patrons during all hours of liquor service; and
  - ii) at least 18 years of age to carry or serve liquor, or to manage the licensed premises.
- e) The licensed premises must appear to be a dining establishment (e.g. restaurant) and be operated as such (see Section 3.1.4), however:
  - i) A licensee may apply to the AGLC to change the style of operation during evening hours (normally after 9 p.m.), to a Minors Prohibited licensed premises (adults only including staff). If approved, no one under age 18 is allowed to enter the licensed premises during these hours.

**SUBJECT: CLASS A LICENCE MINORS ALLOWED**

- 3.1.3 The licensee must post the AGLC's Fetal Alcohol Spectrum Disorder poster in a prominent location in its licensed premises. The poster is available for download on the AGLC website at <http://aglc.ca/responsibleliquorservice/postersandbrochures.asp>  
(Added, April 2014)

**GUIDELINES**

- 3.1.4 Class A Minors Allowed licensed premises are typically called dining rooms, restaurants, cafeterias and coffee shops.
- 3.1.5 In a dining establishment:
- a) tables and chairs are available for patrons and the tables are set for dining (tablecloths, napkins and cutlery);
  - b) patrons are served by a host or hostess and/or waiters/waitresses; and
  - c) a food menu offers patrons a choice of full-meal items.
- 3.1.6 The kitchen should normally be equipped with commercial appliances including a range, deep fryer, convection oven, refrigerator and dishwasher, and also have a food storage area and a food preparation area. Alternate kitchen equipment may be considered for operations with a maximum occupant load of 100 or fewer.
- 3.1.7 The liquor service bar should include refrigeration, storage for backup stock and empty containers, a beverage preparation area and accurate measuring device(s), if spirits are sold. If a Class A – Minors Prohibited licensed premises is located next to a Minors Allowed premises, the liquor service bar in the Minors Prohibited premises may be used to provide service to the Minors Allowed premises.
- 3.1.8 Entertainment such as games, dancing (by patrons) and stage performances is allowed on a Class A – Minors Allowed licensed premises as long as it complies with Section 5.10.
- 3.1.9 A Class A Minors Allowed licensee may request:
- a) an extension to banquet and other rooms located within the same complex (see Section 4.1);

**SUBJECT: CLASS A LICENCE MINORS ALLOWED**

- b) an extension to an adjoining patio area (see Section 4.2); or
- c) a Caterer's Extension to provide food and liquor to events away from the licensed premises (see Section 4.3).

**SUBJECT: CLASS A LICENCE MINORS PROHIBITED**

**3.2 CLASS A LICENCE MINORS PROHIBITED**

**POLICIES**

3.2.1 A Class A Minors Prohibited licence may be issued for the sale and consumption of liquor on licensed premises that are open to the general public and where liquor is the primary source of business or a licensed gaming facility.

3.2.2 The licensed premises must be in a permanent facility and meet the requirements detailed below.

- a) The physical layout must include:
  - i) full-height solid walls enclosing the premises with access available from an unlicensed area only, in order to control the flow of patrons and prevent minors from entering;
  - ii) a suitably equipped kitchen area (see Section 3.2.7); and
  - iii) public washrooms in accordance with the Alberta Building Code.
- b) Food service must comprise a snack-type food menu, approved by the AGLC (see Section 5.4). Food service is not required after 11 p.m.
- c) Liquor service must be provided from a staffed and suitably equipped bar (see Section 3.2.8).
- d) Staff must be:
  - i) available to provide liquor and food service and to supervise patrons during all hours of liquor service; and
  - ii) at least 18 years of age.

3.2.3 Minors may not be admitted to the premises except as allowed under Sections 5.5.13 and 5.5.14.

3.2.4 The licensee must post the AGLC's Fetal Alcohol Spectrum Disorder poster in a prominent location in its licensed premises. The poster is available for download on the AGLC website at <http://aglc.ca/responsibleliquorservice/postersandbrochures.asp>  
(Added, Apr. 2014)



**SUBJECT: CLASS A LICENCE MINORS PROHIBITED**

- 3.2.5 Licensees with occupant loads over 500 patrons must have commercial general liability insurance of at least \$2,000,000 inclusive against bodily injury and property damage including loss thereof. *(Added, Apr. 2014)*

**GUIDELINES**

- 3.2.6 Class A Minors Prohibited licensed premises are commonly called bars, taverns, lounges, nightclubs, sports bars, adult entertainment centres, VLT rooms, and Gaming Entertainment Centres (GECs). *(Amended, Nov. 2013)*
- 3.2.7 The kitchen should be equipped with commercial appliances such as a convection oven, pizza oven and refrigerator, and have a storage area and food preparation area. Alternate kitchen equipment may be considered:
- a) for operations with an occupant load of 400 or fewer; or
  - b) where existing licensed premises with a shared kitchen are subdivided for operation by separate licensees; or
  - c) a common kitchen will be acceptable when a licensee operates two or more licensed premises in the same complex.
- 3.2.8 The liquor service bar should normally include refrigeration, storage for backup stock and empty containers, a beverage preparation area and accurate measuring device(s), if spirits are sold.
- a) An adjacent Minors Allowed licensed premises may also share the liquor service bar.
- 3.2.9 Entertainment and games on the licensed premises must comply with Section 5.10.
- 3.2.10 A Class A Minors Prohibited licensee may request:
- a) an extension to banquet and other rooms located within the same complex (see Section 4.1);
  - b) an extension to an adjoining patio area (see Section 4.2); or
  - c) a Caterer's Extension to provide food and liquor to events away from the licensed premises (see Section 4.3).

**SUBJECT: CLASS B LICENCE**

**3.3 CLASS B LICENCE**

**POLICIES**

3.3.1 A Class B licence for a recreational facility, tourist facility, race track, sports stadium, convention centre, theatre or public conveyance may be issued for the sale and consumption of liquor on premises open to persons who pay an entrance or user fee or buy a ticket, or on some other basis acceptable to the Board.

3.3.2 Class B licensed premises must have public washrooms in accordance with the *Alberta Building Code*, unless otherwise approved.

**Recreational Facilities**

3.3.3 Recreational facilities must meet the following requirements:

- a) the primary focus of the business is a recreational activity including golf, skiing, racquetball, bowling, billiards or bingo;
- b) areas for liquor service and consumption must be clearly identified and furnished with appropriate tables, counter tops and chairs; and
- c) food service acceptable to the Board must be provided (see subsection 5.4).

3.3.4 A seasonal recreational facility may provide liquor service to private functions on the licensed premises during their off-season. No public advertising is allowed.

**Billiard (Pool) Halls**

3.3.5 There must be a minimum of eight (8) billiard tables on the licensed premises.

**Bingo Halls**

3.3.6 Bingo halls must meet the following requirements:

- a) the bingo facility licensee must apply for the liquor licence. The applicant may apply to licence all or a portion of the

**SUBJECT: CLASS B LICENCE**

bingo gaming area. If electronic gaming devices are provided, minors must be prohibited;

- b) food and/or liquor may be served by a third party under the authority of a management contract; and
- c) food service must be available during all hours of liquor service.

**Tourist Facilities**

3.3.7 Liquor service may be provided at approved tourist facilities including museums, art galleries, guest ranches and Class E manufacturing facilities. *(Amended, Nov., 2014)*

3.3.7.1 A manufacturer holding a valid Class E licence may obtain a Class B (Tourist Facility) licence authorizing the sale of products made by the manufacturer with the following conditions:

- a) the licensee operates and has legal control of the premises where the sale of the product will occur;
- b) only products manufactured under the Class E licence may be sold at the premises;
- c) the licensee must maintain records of all sales satisfactory to the AGLC. *(Added, Nov., 2014)*

**Race Tracks**

3.3.8 A race track licence may be issued for a facility primarily used for horse racing regulated under the *Horse Racing Alberta Act*.

**Sports Stadiums**

3.3.9 Sports stadiums must meet the following requirements:

- a) the sports stadium or arena must be built primarily for staging sporting events (liquor service may also be provided during major outdoor concerts or other events approved by the AGLC). A municipal bylaw may restrict the days, hours and areas in which liquor may be sold and consumed; and

**SUBJECT: CLASS B LICENCE**

- b) food service must be provided during liquor service. "Fast foods" such as hot dogs and hamburgers are acceptable in these venues.

**Convention Centres**

3.3.10 Convention centres must be designed and used for the holding of conventions, meetings, receptions, trade shows and conferences (liquor service at these facilities may also be provided during public events including musical concerts and sporting events approved by the AGLC).

**Theatres (Movie Houses and Live Theatres)**

- 3.3.11 a) In a movie theatre, liquor may be sold and consumed in the following areas:
  - i) a designated area in the lobby;
  - ii) the seating area, if minors are prohibited; and
  - iii) the green room.
- b) In a live theatre, liquor may be sold and consumed in the following areas:
  - i) the lobby/concourse area;
  - ii) the seating area; and
  - iii) the green room.

3.3.12 Food service is not required when serving liquor at a theatre.

**Public Conveyances**

3.3.13 Public conveyances mean vehicles which provide transportation to members of the public for a fee, such as commercial aircraft, trains, buses and limousines. Taxis are ineligible for a Class B license.

3.3.14 Public conveyances must comply with the following conditions:

- a) liquor must be purchased from the AGLC or authorized outlets when the trip is entirely within Alberta;

**SUBJECT: CLASS B LICENCE**

- b) liquor may be served and consumed only while en route;
- c) for charter trips, liquor service is allowed only when the majority of passengers are adults (excluding limousines, as noted in Section 3.3.18g);
- d) only adult passengers may receive liquor service;
- e) in addition to the operator, an attendant employed by the licensee must normally be on duty to serve liquor and supervise passengers (excluding limousines as noted in Section 3.3.18j);
- f) food service is not required but non-alcoholic beverages must be available; and
- g) the licensee complies with all federal, provincial and municipal legislation regarding the legal operation of the vehicle.

3.3.15 "Limousine" means a luxury, chauffeur-driven vehicle not equipped with a meter, with a maximum seating capacity of 20.

3.3.16 In this subsection, seating capacity means the rated passenger load originally assigned to the vehicle by its manufacturer. The AGLC will not consider any changes to the seating capacity regardless of the modifications completed to a vehicle.

3.3.17 Vehicles with a seating capacity over 20, with the exception of buses as noted in Section 3.3.20, are not permitted to serve liquor or allow self-service of liquor.

3.3.18 Limousine licensees must comply with the following conditions:

- a) the licensee must provide the AGLC with the Vehicle Identification Numbers of all licensed limousines;
- b) a copy of the Class B licence must be retained in each licensed limousine;
- c) a licence identifier sticker provided by the AGLC must be affixed to the rear exterior of the limousine and be clearly visible from directly behind the vehicle; (*Amended Dec., 2013*)
- d) a licensee and limousine driver must comply with all legislation regarding the legal operation of the vehicle;

**SUBJECT: CLASS B LICENCE**

- e) a licensee and limousine drivers must have ProServe registration (see Section 1.6);
- f) the purchase of liquor cannot be required as a condition of booking a limousine;
- g) no minors are allowed in the limousine when liquor is provided;
- h) the use of a licensed limousine for "pub crawls" (conveying passengers from bar to bar) conducted or organized by the licensee is not allowed;
- i) all liquor purchased, provided or consumed in a limousine must be from the licensee, with the exception of wine as per Section 5.3.3;
- j) self service is permitted;
- k) no more than 20 passengers are permitted in a licensed limousine when liquor service is provided;
- l) licensees are not permitted to advertise the availability of liquor service in limousines with seating capacities over 20;
- m) licensees must receive the prior approval of the AGLC to provide live entertainment;
- n) nude entertainment is not allowed; and
- o) prior approval of the AGLC is required if a limousine is rented or operated by anyone other than the licensee or employees of the licensee.

3.3.19 "Bus" means a vehicle with a passenger seating capacity greater than 20 intended for destination travel outside of a municipality.

3.3.20 Buses must comply with the following conditions:

- a) a licensee and bus driver must comply with all legislation regarding the legal operation of the vehicle;
- b) attendant employed by the licensee to serve liquor and supervise passengers must have ProServe registration (see Section 1.6);

**SUBJECT: CLASS B LICENCE**

- c) a copy of the liquor license must be retained in the vehicle;
- d) the use of a licensed bus for travel solely within a municipality is not allowed;
- e) the use of a licensed bus for "pub crawls" (conveying passengers from bar to bar) within or between municipalities conducted or organized by the licensee is not allowed;
- f) all liquor purchased, provided or consumed in a bus must be from the licensee, with the exception of wine as per Section 5.3.3;
- g) live entertainment must receive the prior approval of the AGLC;
- h) nude entertainment is not allowed; and
- i) prior approval is required if a bus is rented or operated by anyone other than the licensee or employees of the licensee.

**Licence Extensions**

3.3.21 A Class B licensee may request:

- a) an extension to banquet and other rooms located within the same complex (see subsection 4.1);
- b) an extension to an adjoining patio area (see subsection 4.2);  
or
- c) a Caterer's Extension to provide food and liquor to events away from the licensed premises (see subsection 4.3).

**SUBJECT: CLASS C LICENCE**

**3.4 CLASS C LICENCE**

**POLICIES**

- 3.4.1 A Class C licence may be issued for the sale and consumption of liquor on a permanent licensed premises not open to the general public, but established primarily for the use of members and their guests, residents and their guests, or on some other basis acceptable to the Board (e.g., a clubhouse, adults residence, etc.).

**Clubs**

- 3.4.2 "Club" means an association or organization incorporated or registered under the laws of Alberta or Canada and operated solely for the non-profit benefit of the registered membership.
- 3.4.3 A Class C licence may be issued to a club (see Sections 3.4.12 - 3.4.13) for one (1) or more areas established primarily for the use of its members and their guests. The club must be established in a permanent location rightfully controlled by the club.
- 3.4.4 Staff functions may be held occasionally under the licence.
- 3.4.5 Liquor service may be provided anytime between 10 a.m. and 2 a.m., followed by a maximum one (1) hour period to consume served drinks.

**Travellers' Lounges**

- 3.4.6 A Class C licence may be issued for one (1) or more areas established for the sole use of passengers waiting to board a public conveyance (e.g., commercial aircraft, passenger train or bus).
- 3.4.7 Liquor may be served 24 hours a day in a Class C airport lounge.

**Canteens**

- 3.4.8 A Class C licence may be issued for one (1) or more areas established primarily for the use of military, police or correctional personnel and their guests.



**SUBJECT: CLASS C LICENCE**

3.4.9 Hours of liquor service are as authorized by the officer in charge.

**Educational Institutions**

3.4.10 A Class C licence may be issued to:

- a) a post-secondary institute for one (1) or more areas established primarily for the use of its students; or
- b) a school board-operated premises for one (1) or more areas established for the use of its adult staff.

**Adult Residences**

3.4.11 A Class C licence may be issued for one (1) or more areas established primarily for the use of residents.

**GUIDELINES**

**Clubs**

3.4.12 The constitution and by-laws of a club applying for a Class C licence should clearly specify:

- a) membership criteria, including a procedure to approve membership following an appropriate waiting period, normally one week (except golf and curling clubs where a user fee is paid);
- b) procedures for members to admit and control the number of guests;
- c) what is unique about club membership; and
- d) procedures in place for the election of the club executive by the general membership.

3.4.13 A club applying for a Class C licence should normally have:

- a) a minimum of 50 members at the time of its licence application (upon request, the AGLC must be provided with a membership list, including names, addresses and telephone numbers);
- b) held regular meetings before the application is submitted;
- c) suitable food services as per Section 5.4; and

**SUBJECT: CLASS C LICENCE**

d) washrooms for the exclusive use by members and guests.

3.4.14 A licensee may provide liquor service to private non-member events on the licensed premises with the following conditions:

- a) a meal must be catered or provided; and
- b) no public advertising is allowed.

3.4.15 A club with a Class C licence may apply for:

- a) an extension to banquet rooms and other rooms located within the club complex (see Section 4.1); or
- b) a Caterer's Extension to provide food and liquor to an off-premises event where attendance is restricted to club members and their guests (see Section 4.3).

**SUBJECT: CLASS D LICENCE – RETAIL AND GENERAL MERCHANDISE  
LIQUOR STORES**

**3.5 CLASS D LICENCE – RETAIL AND GENERAL MERCHANDISE  
LIQUOR STORES**

**POLICIES**

- 3.5.1 A Class D licence may be issued to the owner of a Retail Liquor Store or General Merchandise Liquor store.

**GUIDELINES**

- 3.5.2 Additional Board policies related to Class D licences for retail and general merchandise liquor stores are detailed in the Retail Liquor Stores Handbook and the General Merchandise Liquor Store Handbook. These handbooks may be accessed on the AGLC website at the following links:

Retail Liquor Store Handbook:

[http://aglc.ca/pdf/handbooks/retail\\_liquor\\_stores.pdf](http://aglc.ca/pdf/handbooks/retail_liquor_stores.pdf)

General Merchandise Liquor Store Handbook:

[http://aglc.ca/pdf/handbooks/general\\_merchandise\\_handbook.pdf](http://aglc.ca/pdf/handbooks/general_merchandise_handbook.pdf)

**SUBJECT: CLASS D LICENCE – GENERAL OFF SALES**

**3.6 CLASS D LICENCE – GENERAL OFF SALES**

**POLICIES**

3.6.1 "Hotel" means an integrated facility that:

- a) provides overnight guest room accommodation for the travelling public;
- b) normally has a minimum number of furnished guest rooms, based on the population of the community in which it is located:

| Population                 | Rooms |
|----------------------------|-------|
| less than 5,000            | 10    |
| Between 5,000 and 20,000   | 15    |
| Between 20,000 and 100,000 | 20    |
| over 100,000               | 25    |

- c) provides food service acceptable to the AGLC; and
- d) provides one or more of the following services:
  - i) room attendant;
  - ii) telephone; and/or
  - iii) laundry.

3.6.2 A Class D licence may be issued to a hotel owner, or other premises approved by the Board, with a valid Class A licence for the sale of beer, wine and spirits for off-premises consumption (off sales) from one or more of the following locations:

- a) a service counter on the Class A licensed premises;
- b) a specific "off sales area" on the Class A licensed premises and accessible only from the licensed premises; or
- c) an "off sales room" (see Subsection 3.6.6).

3.6.3 To be considered for a Class D licence, a Class A licensed premises must meet all of the requirements of a hotel (see

**SUBJECT: CLASS D LICENCE – GENERAL OFF SALES**

Subsection 3.6.1) and be located under the same roof as the hotel guest rooms, unless the hotel is in a resort complex with the guest rooms separate from the main lodge.

- 3.6.4 A Class D licensee is authorized to:
- a) set their own prices for off sales;
  - b) sell liquor to other licensees; and
  - c) sell Private Non-Sale and Private Resale Special Event licences.
- 3.6.5 Liquor sold under a Class D licence must be in sealed containers and removed from the premises by the patron immediately after purchase.
- 3.6.6 An off sales room must:
- a) be located under the same roof as the hotel guest rooms, unless the hotel is in a resort complex with guest rooms separate from the main lodge;
  - b) be accessible from the Class A licensed premises, an unlicensed area within the hotel or directly from the outside;
  - c) be separated by solid walls from any unlicensed area, (windows to the outside are acceptable);
  - d) not exceed a total of 92.9 sq. metres (1000 sq. feet), including all areas (display, service counter, storage, coolers, etc.), with the following conditions:
    - i) the retail sales area (up to the face of the coolers) must be a maximum of 69.68 sq. metres (750 sq. feet); and
    - ii) where an adjacent cooler (storage space) is shared with a Class A licensed premises, a larger combined area may be considered; however, the retail sales area still must not exceed a maximum of 69.68 sq. metres (750 sq. feet).
- 3.6.7 No free liquor may be offered to patrons in an off sales room except for legitimate tasting purposes as specified in the Product Promotion Policy Guidelines (see Subsection 8.5).

**SUBJECT: CLASS D LICENCE – GENERAL OFF SALES**

- 3.6.8 A licensee may offer liquor tasting sessions for educational purposes to private groups, on or off premises (e.g., a wine tasting session at a private club). A Private Resale Special Event licence is required to conduct these sessions and must be by invitation only. For more information, contact the AGLC (see Subsection 1.3).
- 3.6.9 Tasting sessions must be conducted in a licensed area.
- 3.6.10 Apart from legitimate tasting sessions, liquor consumption is allowed only during customer appreciation, anniversary and grand opening events. Guests must be invited and at least 18 years of age.
- 3.6.11 No area within the off sales room may be set aside for casual liquor consumption (i.e., as a bar or lounge).
- 3.6.12 No food of any type may be offered in an off sales room except during:
- a) customer appreciation, anniversary and grand opening events; or
  - b) liquor tastings conducted by a liquor supplier (see Subsection 8.5), with the following conditions:
    - i) the food complements the liquor being tasted;
    - ii) the manufacturer makes the food arrangements;
    - iii) there is no charge or fee for the food, nor is the food available for purchase in the off sales room; and
    - iv) the food service ends when the tastings end.
- 3.6.13 Maximum hours of liquor off sales are from 10:00 a.m. to 2:50 a.m. and off sales are not allowed on Christmas Day (December 25).
- 3.6.14 No one under age 18 may be admitted to an off sales room unless accompanied by a parent, guardian or spouse who is an adult and who is on the licensed premises to purchase liquor for off-premises consumption.
- 3.6.15 Off sales from a drive-through window are not allowed.

**SUBJECT: CLASS D LICENCE – GENERAL OFF SALES**

3.6.16 Signage for an off-sales room must not:

- a) use words or acronyms that suggest government ownership or sponsorship (i.e., "Alberta Liquor Store," "ALCB" or "AGLC");
- b) use slang words such as "booze," "hooch" or "moonshine";
- c) include the name(s) or logo(s) of liquor or non-liquor brands or manufacturers;
- d) feature images of:
  - i) a drinking glass;
  - ii) a cartoon character which appeals to minors;
  - iii) a character drinking or about to drink alcohol; or
  - iv) a character that appears to be intoxicated.

3.6.17 In addition to Board policies, signage for an off sales room must comply with federal, provincial and municipal legislation.

3.6.18 A Class D – General Off Sales licensee may deliver liquor subject to the conditions specified in Subsections 3.8.4 – 3.8.7.

3.6.19 A off-sales room may not sell or provide any non-liquor items except for liquor related products approved by the AGLC (see Subsection 3.6.21).

**GUIDELINES**

3.6.20 A hotel Class D licensee may refer to its off sales room as a "liquor store."

3.6.21 A list of the non-liquor items a retail liquor store may sell include the following: (Items not listed are prohibited.)

- a) soft drinks, juices and water (maximum size not to exceed 2 litres);
- b) non-food items used in the preparation of cocktails (e.g. Tabasco sauce, Worcestershire sauce, hot buttered rum mix, mulled wine mixes and spices, hibiscus flowers, margarita rimmers and Clamato rimmers);
- c) ice and ice buckets;

**SUBJECT: CLASS D LICENCE – GENERAL OFF SALES**

- d) de-alcoholized beer, wine, coolers (products that have one (1) % alcohol by volume or less);
- e) liquor flasks, wine containers, decanters, wineskins, wine racks, wine brushes and wine preservers;
- f) beer containers, beer can holders/attachable handles;
- g) disposable drink containers, coasters, cocktail napkins;
- h) glassware (beer mugs, wine glasses, shot glasses);
- i) bottle openers, pour spouts, corkscrews, cocktail shakers, stir sticks (e.g. lite straws), wine stoppers, bottle tops;
- j) bottle bags, gift bags, gift boxes, gift wrapping, bottle neck greeting tags, personalized stick on bottle labels;
- k) liquor related books, magazines, and videos;
- l) bar towels; legal limit breathalysers; and
- m) other liquor related products, approved by the AGLC beforehand, that are used in the sale, service and consumption of liquor.



**SUBJECT: CLASS D LICENCE – MANUFACTURER OFF SALES**

**3.7 CLASS D LICENCE – MANUFACTURER OFF SALES**

**POLICIES**

3.7.1 A manufacturer holding a valid Class E licence may obtain a Class D (off sales) licence authorizing the sale of products made by the manufacturer for off-premises consumption with the following conditions:

- a) the licensee operates and has legal control of the facility in which the off sales outlet is located; (*Amended Nov., 2013*)
- b) unless otherwise approved by the Board, only products manufactured under the Class E licence may be sold through off sales;
- c) the licensee must pay the AGLC per-litre flat mark-up, container deposit, environmental fees and applicable GST charges for all off sales; and
- d) the licensee must maintain records of all off sales satisfactory to the AGLC.

3.7.2 A cottage winery holding a Class D Manufacturer's Off Sales Licence may apply for an extension of the licence to allow the sale of product at farmers' markets approved by Alberta Agriculture and Rural Development with the following conditions:

- a) the annual production capacity of the manufacturer must be less than 10,000 hectolitres;
- b) all provisions of Section 3.7.1 b), c) and d) must be met;
- c) a designated, self-contained area with a defined entry/exit point must be available for product storage, display and sales;
- d) minors must be prohibited; and
- e) the cottage winery must obtain approval from the responsible health authority. (*Amended Nov., 2013*)

3.7.3 Liquor sold under a Class D licence must be in sealed

**SUBJECT: CLASS D LICENCE – MANUFACTURER OFF SALES**

containers and removed from the premises by the patron immediately after purchase.

- 3.7.4 No one under age 18 may be admitted to an off sales outlet unless accompanied by a parent, guardian or spouse who is an adult and who is on the licensed premises to purchase liquor for off-premises consumption.
- 3.7.5 A Class D – Manufacturer’s Off Sales licensee may deliver liquor subject to the conditions specified in Sections 3.8.4 – 3.8.7. (*Amended Nov., 2013*)
- 3.7.6 In addition to these policies, a licensee must comply with Board policies for:
- a) advertising (see Section 7); and
  - b) product promotions (see Section 8).
- 3.7.7 Records maintained by the licensee are subject to audit by the AGLC.
- 3.7.8 A licensee may designate a self-contained area within the off sales outlet for hospitality purposes. Products used for hospitality purposes must be purchased from the AGLC.

**GUIDELINES**

- 3.7.9 A licensee is authorized to set their own prices for off sales.

**SUBJECT: CLASS D LICENCE – DELIVERY SERVICE**

**3.8 CLASS D LICENCE – DELIVERY SERVICE**

**POLICIES**

- 3.8.1 A Class D licence may be issued to an individual or company to operate a liquor delivery service where the applicant:
- a) provides other delivery services as well (e.g., for groceries or prepared foods; prescriptions; gift baskets; flower or balloon arrangements; or passengers, as in the case of a taxi company); and
  - b) is not a Class A, B or C licensee.
- 3.8.2 Liquor to fill orders must be purchased from a licensed retail liquor store, general merchandise liquor store or from general off sales or manufacturer's off sales in Alberta. *(Amended, August 2013).*
- 3.8.3 Liquor that has been ordered by customers may be stored on the licensed premises or another location specified on the licence.
- 3.8.4 Liquor delivery is subject to the following conditions:
- a) Liquor must only be delivered to locations within Alberta where liquor possession and consumption is legal (i.e., a private residence, temporary residence or office). *(Amended, August 2013)*
  - b) The delivery person must be at least 18 years of age and either:
    - i) the licensee; or
    - ii) an employee of the licensee whose actions are the responsibility of the licensee.
  - c) When an order is to be delivered to an individual who appears to be under age 25, the delivery person must check photograph identification (see Section 5.5) and record the following information:

**SUBJECT: CLASS D LICENCE – DELIVERY SERVICE**

- i) the individual's name (as per the identification);
- ii) age;
- iii) date and time of delivery; and
- iv) product delivered.

3.8.5 Each order must be accompanied by a completed Delivery Order Slip (see Section 14.5). The Delivery Order Slip must include all of the following information:

- a) the name, address and phone number of the store where the liquor was obtained;
- b) the name, address and phone number of the purchaser;
- c) a list of the liquor being delivered (including price);
- d) the delivery charge (if applicable); and
- e) the Class D licence number (to complete the statement, "This liquor is being delivered in accordance with AGLC policy under Class D Licence No. \_\_\_\_\_").

3.8.6 The Delivery Order Slip and the receipt from the liquor retailer must be kept by the licensee for one (1) year.

3.8.7 A liquor order must leave the licensed premises during regular business hours; however, delivery may continue for 30 minutes after closing (see Section 5.1.1).

**GUIDELINES**

3.8.8 A licensee may charge a fee for delivery services.

3.8.9 More than one (1) order may be delivered at a time.

**SUBJECT: CLASS D LICENCE – SACRAMENTAL WINE RESALE**

**3.9 CLASS D LICENCE – SACRAMENTAL WINE RESALE**

**POLICIES**

- 3.9.1 A Class D Sacramental Wine Resale licence may be issued to a person who operates a church supply retail business.
- 3.9.2 A licensee may stock and sell sacramental wine only to authorities of a church or religious body, a priest, a minister or a member of a clergy.

**SUBJECT: CLASS D LICENCE – COMMERCIAL CATERER**

**3.10 CLASS D LICENCE – COMMERCIAL CATERER**

**POLICIES**

3.10.1 A "private event" means a function open only to an individual or an organization's members and their guests, or a function held in a private residence for residents and their guests.

3.10.2 A "public catered event" means a function open to the general public. Public events are normally held by community-based organizations and include fairs, rodeos, exhibitions and sports days.

3.10.3 A Class D licence may be issued to a catering business to provide food and liquor services off premises to private and public functions.

3.10.4 A licensee must meet the following conditions:

- a) Liquor service must be secondary to meal service.
- b) Liquor service cannot be required as a condition of providing meal service.
- c) Food must be prepared in a permanent, suitably equipped kitchen approved by the AGLC, which also meets Health Authority requirements (see Section 3.10.8).
- d) Staff must be available to prepare and/or serve food, provide or sell liquor and supervise patrons during all hours of liquor service.
- e) Minors are not allowed to manage a catered event or to sell or serve liquor.
- f) A photocopy of the licence must be posted at the location during the event.
- g) Specific requirements for private and public catered events are provided in Sections 3.10.5 and 3.10.6.

3.10.5 Private Catered Event

- a) A licensee must provide advance written notice to the AGLC, although approval is not required (see Section 3.10.7).

**SUBJECT: CLASS D LICENCE – COMMERCIAL CATERER**

- b) The host organization or resident may advertise tickets for the function only to its members/residents and their guests; no public advertising is allowed.
- c) Tickets may be sold by members/residents of the host.
- d) Liquor may be served and consumed outdoors only in an enclosed area (e.g., hall, tent or fenced-in area).

**3.10.6 Public Catered Event**

- a) A licensee must submit an application to the AGLC and receive prior approval (see Section 3.10.7).
- b) Tickets for the event may be advertised and sold to the public.
- c) Liquor may be served and consumed outdoors in a fenced-in area, bleachers or an arena.

**3.10.7 The following information is required by the AGLC for both private and public catered events:**

- a) type of function;
- b) host of the function (person or organization requesting catering);
- c) date and hours of the function;
- d) food service to be provided;
- e) location of the function; and
- f) expected attendance at the function.

**GUIDELINES**

- 3.10.8** The kitchen should be equipped with commercial appliances including a range, deep fryer, convection oven, refrigerator and dishwasher, and also have a food storage area and a food preparation area.

**SUBJECT: CLASS E LICENCE – MANUFACTURER**

**3.11 CLASS E LICENCE – MANUFACTURER**

**POLICIES**

- 3.11.1 A Class E licence may be issued to a qualified applicant to manufacturer liquor in Alberta. (*Amended Nov., 2013*)
- 3.11.2 A Class E – Manufacturer licensee may manufacture alcoholic beverages allowed by the Food and Drug Regulation (Canada). Prior written approval of the AGLC is required for the manufacture of products not specified in the Food and Drug Regulation (Canada). (*Added Nov. 2013*)
- 3.11.3 A Class E – Manufacturer producing beer must manufacture all beer on site.
- 3.11.4 A Class E – Manufacturer producing wine must vinify 80% of wine on site (“Vinify” means to convert a sugar-containing solution such as fruit juice or honey into wine through fermentation. This process can start with the fruit (e.g., grapes), the juice or a juice concentrate.).
- 3.11.5 A Class E – Manufacturer producing spirits must distil 80% of spirits on site.
- 3.11.6 Class E licensees must use commercial manufacturing equipment to produce liquor from raw materials (e.g. grain or extract, etc). Licensees must operate and have legal control of the manufacturing facility and equipment. (*Added Nov. 2013*)
- 3.11.7 Class E licensees must have a quality control program in place to ensure the health and safety of liquor produced. (*Added Nov. 2013*)
- 3.11.8 A Class E – Manufacturer licensee may utilize a separate warehouse for aging purposes provided the warehouse is bonded and controlled and operated by the licensee.
- 3.11.9 When applying for a Class E licence, a manufacturer must provide proof of application of a Federal Excise Licence (e.g. confirmation email from the Canada Revenue Agency). See Subsection 3.11.24. (*Amended July 2015*)



**SUBJECT: CLASS E LICENCE – MANUFACTURER**

3.11.10 A licensee must maintain records satisfactory to the AGLC, including details of raw materials purchased and used and final production figures. Licensee records are subject to review and audit by the AGLC. Contact the AGLC for more information about record keeping.

3.11.11 Liquor products manufactured by a Class E licensee are subject to periodic chemical analysis by the AGLC to ensure AGLC standards are met for:

- a) appearance (colour, clarity, odour);
- b) specific gravity;
- c) ethyl alcohol;
- d) pH level;
- e) volatile acidity (wines & ciders); and
- f) sugar content (g/L) (beer, wines, coolers, ciders and liqueurs).

3.11.12 The Class E – Manufacturer licensee warrants that all products manufactured:

- a) are of merchantable quality, fit and intended for human consumption and free from defects or corruption of any kind;
- b) fall within the maximum allowable limits as specified in the AGLC Quality and Health Standards and Alcohol Tolerances;
- c) comply with AGLC standards for Tamper Evident Packaging; and
- d) are packaged and labelled in safe containers and packages and in compliance with the *Controlled Drugs and Substances Act* (Canada), the *Food and Drugs Act* (Canada) and any regulations passed under this legislation as may be amended from time to time. (Added Nov. 2013)

3.11.13 The Class E licensee must indemnify and hold harmless the AGLC, its employees and agents from any claims, demands, actions, liability, loss, expense or damage that may arise

**SUBJECT: CLASS E LICENCE – MANUFACTURER**

directly or indirectly out of the production, sale or consumption of goods produced by the Class E licensee or out of any act or omission of the Class E licensee, its employees or agents, including without limiting the generality of the foregoing:

- a) infringement of copyrights, patents or trademark rights by the Class E licensee;
- b) any defect, flaw, fault or corruption alleged or proven in any goods supplied by the Class E licensee;
- c) any failure by the Class E licensee to package or label goods as warranted above;
- d) non-compliance with the *Controlled Drugs and Substances Act* (Canada) and Regulations;
- e) non-compliance with the *Food and Drugs Act* (Canada) and Regulations;
- f) non-compliance with AGLC Quality and Health Standards and Alcohol Tolerances; and
- g) non-compliance with AGLC Standards for Tamper Evident Packaging. (*Added Nov. 2013*)

3.11.14 The AGLC retains the right to request a sample for analysis if required. (*Added Nov. 2013*)

3.11.15 A licensee may not enter into a contract or any other relationship with another licensee that results in an exchange of money, benefits or services except as allowed under Section 8.

3.11.16 A licensee may provide or sell its product with the following conditions:

- a) The licensee is responsible to quote a price for each product it intends to manufacture.
- b) Product tastings and sampling must comply with Sections 8.5 and 8.6.
- c) Product sales to other licensees must meet conditions set by the AGLC.
- d) Product delivery directly to another licensee requires the

**SUBJECT: CLASS E LICENCE – MANUFACTURER**

written authorization of the AGLC.

- e) A product may be exported subject to conditions set by the federal government and the jurisdiction receiving the product.

**3.11.17 Hospitality Rooms**

- a) A licensee may establish a hospitality room in a private reception area within the manufacturing facility.
- b) Where a licensee supplies products to the AGLC, the licensee may request authorization to use a hospitality room located within its corporate offices in Alberta for sampling purposes, under the authority of a Special Event Hospitality Licence.
- c) All products served in a hospitality room must be purchased from the AGLC.

**3.11.18 In addition to meeting Board policy requirements, a licensee is required to:**

- a) comply with federal government standards for alcohol content, type of container and labelling of its products;
- b) ensure all production materials and end-products comply with Canadian Food and Drug Regulations (contact the Health Protection Branch, Health Canada in Edmonton or Calgary); and
- c) comply with federal and provincial construction and production standards and pay all required licence fees, taxes and duties.

**3.11.19 A Class E – Manufacturer licensee must pay a mark-up to the AGLC. This rate is subject to change from time to time.**

**3.11.20 A Class E – Manufacturer licensee is not permitted to produce vaporized alcoholic beverages. (Added Nov. 2013)**

**SUBJECT: CLASS E LICENCE – MANUFACTURER**

**GUIDELINES**

- 3.11.21 A licensee may hold a Class A licence as well as a Class E licence, if the Class A premises is located on the same property as the Class E premises.
- 3.11.22 A licensee may apply for a Class D Manufacturer's Off Sales licence (see Subsection 3.7).
- 3.11.23 An out-of-province manufacturer that supplies product to the AGLC does not require a Class E licence.
- 3.11.24 Information on how to obtain a federal excise licence may be found on the Canada Revenue website at the following link: [www.cra-arc.gc.ca/E/pub/em/edm2-2-1/edm2-2-1-e.html](http://www.cra-arc.gc.ca/E/pub/em/edm2-2-1/edm2-2-1-e.html) (Added July 2015)

**SUBJECT: CLASS E LICENCE – BREW PUB**

**3.12 CLASS E LICENCE – BREW PUB**

**POLICIES**

- 3.12.1 "Brew pub" means a facility that manufactures beer primarily for consumption in an adjoining Class A licensed premises operated by the same licensee.
- 3.12.2 A Class E licence may be issued to a qualified brew pub to sell beer manufactured on site to patrons of an adjoining Class A licensed premises operated by the brew pub licensee. The brew pub must meet the following production requirements:
- a) 10,000 hectolitres maximum annual production capacity;
  - b) all beer manufactured on site;
  - c) fermentation, maturation and storage tanks with a minimum capacity of five (5) hectolitres each;
  - d) 10 hectolitres minimum weekly capacity for fermentation, maturation and storage; and
  - e) capability to produce beer from raw materials (grain or extract) by way of mash tun and/or kettle through to bright beer tank (complete system).
- 3.12.3 Beer products are subject to periodic chemical analysis by the AGLC to ensure AGLC standards are met for:
- a) appearance (color, clarity, odour);
  - b) specific gravity;
  - c) ethyl alcohol; and
  - d) pH level.
- 3.12.4 In accordance with Board financial policies, an applicant or licensee must:
- a) provide an "Irrevocable Letter of Credit" in favour of the AGLC sufficient to cover two months' estimated production levies;
  - b) submit a Brewer's Production Report (FIN/RV/290/95)

**SUBJECT: CLASS E LICENCE – BREW PUB**

immediately upon completion of each batch; and

- c) maintain records satisfactory to the AGLC, including details of raw material purchases, sales, expenses, production and inventories.

3.12.5 A licensee must pay a mark-up to the AGLC the same as that paid by all Alberta beer manufacturers or suppliers of beer to Alberta. This rate is subject to change from time to time.

3.12.6 The alcohol content for beer manufactured by a licensee cannot exceed 8.5% alcohol by volume. Product exceeding 8.5% requires the written approval of the AGLC.

3.12.7 A licensee is prohibited from selling or providing beer for off premises consumption unless the licensee also holds a Class D Manufacturers Off Sales licence (see Section 3.7).

3.12.8 Brew pub licensees may transfer beer they manufacture to other Alberta-licensed premises they operate (the licensee must have at least 80 percent ownership in the other licensed premises).

3.12.9 Before applying for a Class E licence, a brew pub must obtain a Federal Excise Licence.

3.12.10 In addition to meeting Board policy requirements, a brew pub is required to:

- a) comply with federal government standards for alcohol content, type of container and labelling of its products;
- b) ensure all production materials and end-products comply with Canadian Food and Drug Regulations (contact the Health Protection Branch, Health Canada in Edmonton or Calgary); and
- c) comply with federal and provincial construction and production standards and pay all required licence fees, taxes and duties.

3.12.11 All records are subject to review and audit by the AGLC. The licensee should contact the AGLC for more information about record-keeping.

**SUBJECT: CLASS E LICENCES – COTTAGE WINERY**

**3.13 CLASS E LICENCE – COTTAGE WINERY**

**POLICIES**

3.13.1 "Cottage winery" means a facility that manufactures wine for sale both through the AGLC and through off sales at the winery (farm gate).

3.13.2 A Class E licence may be issued to a qualified cottage winery to sell wine produced on site only. The cottage winery must meet the following production requirements:

- a) Minimum of five (5) acres of land in fruit production with the winery located on the orchard site; or minimum of 50 bee colonies with the winery located at the honey extracting site.
- b) Fruit wine, including cider, is produced with a minimum of 75% fruit grown on land controlled by the winery and a maximum of 25% fruit from another Alberta grower for blending, flavour enhancement and to make up fruit production shortfall. (Amended Nov., 2013)
- c) Mead (honey wine) is produced with a minimum of 75% honey harvested by the winery and a maximum of 25% honey harvested elsewhere for blending, flavour enhancement and to make up honey production shortfall.
- d) Braggot (mead made with malt and honey) is produced with a minimum of 50% of the fermentable sugars coming from honey, where the honey has the same minimum requirement as noted above in 3.13.2 b).
- e) 100% of production is vinified on site. ("Vinify" means to convert a sugar-containing solution such as fruit juice or honey into wine through fermentation. This process can start with the fruit (e.g., grapes), the juice or a juice concentrate.

3.13.3 Cottage winery products are subject to periodic chemical analysis by the AGLC to ensure AGLC standards are met for:

- a) appearance (colour, clarity, odour);
- b) specific gravity;

**SUBJECT: CLASS E LICENCES – COTTAGE WINERY**

- c) ethyl alcohol;
- d) pH level;
- e) volatile acidity (wines & ciders); and
- f) sugar content (g/L) (beer, wines, coolers, ciders and liqueurs).

3.13.4 The cottage winery must use commercial manufacturing equipment to produce liquor from raw materials (e.g. grain or extract, etc). Licensees must operate and have legal control of the manufacturing facility and equipment. *(Added Nov., 2013)*

3.13.5 The cottage winery must have a quality control program in place to ensure the health and safety of liquor produced. *(Added Nov., 2013)*

3.13.6 The cottage winery warrants that all products manufactured:

- a) are of merchantable quality, fit and intended for human consumption and free from defects or corruption of any kind;
- b) fall within the maximum allowable limits as specified in the AGLC Quality and Health Standards and Alcohol Tolerances;
- c) comply with AGLC standards for Tamper Evident Packaging; and
- d) are packaged and labelled in safe containers and packages and in compliance with the *Controlled Drugs and Substances Act* (Canada), the *Food and Drugs Act* (Canada) and any regulations passed under this legislation as may be amended from time to time. *(Added Nov., 2013)*

3.13.7 The cottage winery must indemnify and hold harmless the AGLC, its employees and agents from any claims, demands, actions, liability, loss, expense or damage that may arise directly or indirectly out of the production, sale or consumption of goods produced by the cottage winery or out of any act or omission of the licensee, its employees or agents, including without limiting the generality of the foregoing:



**SUBJECT: CLASS E LICENCES – COTTAGE WINERY**

- a) infringement of copyrights, patents or trademark rights by the Class E licensee;
- b) any defect, flaw, fault or corruption alleged or proven in any goods supplied by the licensee;
- c) any failure by the licensee to package or label goods as warranted above;
- d) non-compliance with the *Controlled Drugs and Substances Act* (Canada) and Regulations;
- e) non-compliance with the *Food and Drugs Act* (Canada) and Regulations;
- f) non-compliance with AGLC Quality and Health Standards and Alcohol Tolerances; and
- g) non-compliance with AGLC Standards for Tamper Evident Packaging. (*Added Nov., 2013*)

3.13.8 The AGLC retains the right to request a sample for analysis if required. (*Added Nov., 2013*)

3.13.9 In accordance with Board financial policies, an applicant or licensee must:

- a) provide an “Irrevocable Letter of Credit” in favour of the AGLC sufficient to cover two months' estimated sales levies;
- b) submit required reports quarterly; and
- c) maintain records satisfactory to the AGLC, including details of raw material purchases, sales, expenses, production and inventories. All records are subject to review and audit by the AGLC.

3.13.10 A licensee may provide or sell its product with the following conditions:

- a) The licensee is responsible to quote a price for each product it intends to manufacture and sell through the AGLC or on site.

**SUBJECT: CLASS E LICENCES – COTTAGE WINERY**

- b) Product tastings and sampling must be conducted in compliance with Sections 8.5 and 8.6.
- c) A product may be exported subject to any conditions set by the federal government and the jurisdiction receiving the product.

3.13.11 A licensee must pay a mark-up to the AGLC as follows:

- a) \$0.70 per litre on sales at the farm gate (off sales).
- b) The same mark-up as paid by all Alberta wine manufacturers and suppliers of wine to Alberta on sales through the AGLC.

3.13.12 In addition to meeting Board policy requirements, a cottage winery is required to:

- a) comply with federal government standards for alcohol content, type of container and labelling of its products;
- b) ensure all production materials and end-products comply with Canadian Food and Drug Regulations (contact the Health Protection Branch, Health Canada in Edmonton or Calgary); and
- c) comply with federal and provincial construction and production standards and pay all required licence fees, taxes and duties.

3.13.13 A licensee may establish a hospitality room in a private reception area within the manufacturing facility. Product samples are subject to mark-ups as per Section 3.13.11.

**SUBJECT: CLASS E LICENCE – PACKAGING**

**3.14 CLASS E LICENCE – PACKAGING**

**POLICIES**

3.14.1 In Section 3.14:

- a) “blend” means to combine or mix liquor with other liquor or non-liquor ingredients;
- b) “finished product” means the final packaged product intended for human consumption;
- c) “flavour” means to deliberately alter the taste of; and
- d) “package” means to transfer liquor into a container such as a bottle, can, box or other receptacle used for holding liquor and/or into any package that holds the containers.

3.14.2 A Class E - Packaging licence will only be issued to blend, flavor and/or package liquor for, or on behalf of, a liquor supplier as approved by the AGLC.

3.14.3 A Class E – Packaging licensee will be permitted to:

- a) blend, flavour and package liquor in its licensed premises;
- b) possess and store the liquor it blends, flavours and packages in its licensed premises; and
- c) deliver the liquor it blends, flavours and packages to:
  - i) the AGLC on behalf of the liquor supplier; or
  - ii) the liquor supplier.

3.14.4 A Class E - Packaging licensee is prohibited from manufacturing or selling liquor.

3.14.5 Before a Class E - Packaging licence is issued, the applicant must obtain a Federal Excise Licence.

**SUBJECT: CLASS E LICENCE – PACKAGING**

3.14.6 The Class E - Packaging licensee warrants that all goods supplied to the AGLC:

- a) are of merchantable quality, fit and intended for human consumption and free from defects or corruption of any kind;
- b) fall within the maximum allowable limits as specified in the AGLC Quality and Health Standards and Alcohol Tolerances;
- c) comply with AGLC Standards for Tamper Evident Packaging; and
- d) are packaged and labelled in safe containers and packages and in compliance with the *Controlled Drugs and Substances Act* (Canada), the *Food and Drugs Act* (Canada) and any regulations passed under this legislation as may be amended from time to time.

3.14.7 Beverage containers in Alberta are governed by the *Environmental Protection and Enhancement Act* and the Beverage Container Recycling Regulation. This legislation requires all beverage containers to be registered. The AGLC will accept liquor containers that are of a type (e.g., glass bottle, polyethylene terephthalate (PET) bottle, aluminum cans) that are currently registered with the Beverage Container Management Board (BCMB).

3.14.8 Requests for products to be listed which are not in a container of a type currently registered in Alberta, must have the container registered with the BCMB. The AGLC will not list the product until the container is registered.

3.14.9 The Class E - Packaging licensee must indemnify and hold harmless the AGLC, its employees and agents from any claims, demands, actions, liability, loss, expense or damage that may arise directly or indirectly out of the production, sale or consumption of goods produced by the Class E – Packaging licensee or out of any act or omission of the Class E – Packaging licensee, its employees or agents, including without limiting the generality of the foregoing:

**SUBJECT: CLASS E LICENCE – PACKAGING**

- a) infringement of copyrights, patents or trademark rights by the Class E – Packaging licensee;
- b) any defect, flaw, fault or corruption alleged or proven in any goods supplied by the Class E – Packaging licensee;
- c) any failure by the Class E – Packaging licensee to package or label goods as warranted above;
- d) non-compliance with the *Controlled Drugs and Substances Act* (Canada) and Regulations;
- e) non-compliance with the *Food and Drugs Act* (Canada) and Regulations;
- f) non-compliance with the AGLC Quality and Health Standards and Alcohol Tolerances;
- g) non-compliance with AGLC Standards for Tamper Evident Packaging.

3.14.10 The AGLC retains the right to request a sample for analysis, if required.

3.14.11 A Class E - Packaging licensee must maintain records satisfactory to the AGLC. Licensee records are subject to review and audit by the AGLC.

**GUIDELINES**

3.14.12 Information on how to obtain a federal excise licence may be found on the Canada Revenue website at the following link: [CRA-arc.gc.ca/Excise](http://CRA-arc.gc.ca/Excise).

3.14.13 AGLC Standards for Tamper Evident Packaging may be found at [www.aglc.ca](http://www.aglc.ca).

3.14.14 For information on registering a container contact the BCMB via telephone at 780-424-3193 or 1-888-424-7671, fax at 780-428-4620 or email at [info@bcmb.ab.ca](mailto:info@bcmb.ab.ca).

**SUBJECT: DUTY FREE STORE LICENCE**

**3.15 DUTY FREE STORE LICENCE**

**POLICIES**

- 3.15.1 A Duty Free Store licence may be issued to a qualified retail outlet to sell liquor to persons taking the liquor out of Canada.
- 3.15.2 Only unopened liquor in an AGLC-approved container may be sold by the licensee, licensee staff or agents.
- 3.15.3 The retail outlet must be licensed under the *Customs Act* (Canada) to sell duty free merchandise. If the *Customs Act* licence expires or is cancelled, the Duty Free Store licence is also cancelled.

**SUBJECT: GUEST ROOMS, BANQUET ROOMS AND MEETING ROOMS**

**4.1 GUEST ROOMS, BANQUET ROOMS AND MEETING ROOMS**

**POLICIES**

4.1.1 A Class A, Class B or Class C licence may be extended to include other rooms located within the same complex as the licensed premises.

4.1.2 Self-Service Bars in Guest Rooms

A hotel with a Class A licence may provide self-service bars in hotel guest rooms with the following conditions:

- a) Liquor must be stocked within a lockable bar.
- b) A selection of soft drinks and snacks must be provided.
- c) A price list must accompany the bar.
- d) The bar key must be given only to an adult.

4.1.3 Room Service

A hotel with a Class A licence may provide liquor service to adults in hotel guest rooms with the following conditions:

- a) Maximum hours of liquor service must be those shown on the licence.
- b) Staff under 18 years of age may not be involved in any way with liquor service or delivery.
- c) Suitable food and snacks must also be available for purchase.
- d) Where the licensee is not the building owner, the written authorization of the building owner is required.

4.1.4 Banquet Rooms and Meeting Rooms

A Class A, Class B or Class C licensee may request an extension to provide liquor service to adults attending private and occasional public functions in banquet rooms, banquet room foyer areas or meeting rooms with the following conditions:

**SUBJECT: GUEST ROOMS, BANQUET ROOMS AND MEETING ROOMS**

- a) Maximum hours of liquor service are normally the hours endorsed on the licence; however, the Board will consider special requests.
- b) The licensee is responsible to maintain adequate supervision at all times.
- c) Private functions are permitted without any prior approval from the AGLC.
- d) Public functions require prior approval from the AGLC.
- e) Sponsorship of a public function by a liquor manufacturer must comply with Section 7.6. Co-sponsorship of a public function with a promoter or other group is acceptable provided that the licensee receives all proceeds from liquor sales.
- f) Attendance at a licensee-sponsored function is normally limited to 2,000 or the maximum occupant load under the Fire Code, whichever is less (see Section 5.13).
- g) Minors are prohibited at functions where nude entertainment is provided.
- h) If the public function allows minors (e.g., sporting, musical or theatrical events), food service acceptable to the AGLC is required (see Section 5.4). The price of food may be included in the admission price.



**SUBJECT: PATIO EXTENSION**

**4.2 PATIO EXTENSION**

**POLICIES**

4.2.1 An outdoor patio that is approved for a Class A, B or C licence is considered part of the licensed premises and is subject to all of the conditions of the licence.

4.2.2 An application for a patio extension must be approved by the AGLC in advance, including a plan or a line drawing showing the layout and the location of the licensed areas, entrances, kitchen and washrooms in relation to the proposed patio.

4.2.3 The following requirements apply, based on licence classification:

a) Class A – Minors Allowed Licensed Premises

The patio must be located within a permanent or portable enclosure, one metre (three feet) high (e.g., enclosed by planters, a rope or railing) and normally accessible only from within the licensed premises and/or directly from public areas.

b) Class A – Minors Prohibited Licensed Premises

i) The patio must be located within a permanent enclosure at least one metre (three feet) high and normally accessible only from the indoor licensed area; however, other proposals to control access will be considered.

ii) There must be controls in place to prevent minors from entering (e.g., adequate supervision and “No Minors” signs).

c) Classes B and C Premises – Primarily Indoor Activities (e.g., billiard rooms, service clubs, curling clubs):

The patio must be located within a permanent enclosure at least one metre (three feet) high and normally accessible only from the indoor licensed premises.

**SUBJECT: PATIO EXTENSION**

- d) Classes B and C Premises – Primarily Outdoor Activities (e.g., golf courses, tourist facilities, ski areas):

The patio area must be suitably defined (e.g., with rope, signs or a railing) and accessible from within the licensed premises and/or directly from public areas.

- 4.2.4 A Class A Minors Allowed licensed patio adjacent to a Class A Minors Prohibited licensed patio must be separated as follows:

- a) The structure separating the two patios must be equal in height to the structure enclosing the other sides of the Minors Prohibited patio.
- b) A "Staff Only" sign must be posted at any service gate between the two licensed patios.
- c) A "No Minors" sign must be posted between the two patios, clearly identifying the Minors Prohibited side.

- 4.2.5 In a rural area where noise transfer is not a concern, a patio or kiosk may be separated from the indoor licensed premises provided it is located on the licensee's property and supervised.

- 4.2.6 A patio must provide a minimum area of .93 sq. metres (10 sq. ft) per person and comply with maximum occupant load restrictions (see Section 5.12).

- 4.2.7 Patio capacity considerations are as follows:

- a) A patio for up to 100 people will be considered regardless of the capacity of the indoor licensed area.
- b) A patio to accommodate 100 to 200 people will be considered if the capacity of the patio area does not exceed the capacity of the indoor licensed area (one-to-one ratio); however, in considering a request for a permanent patio, the AGLC may consider special circumstances presented by the applicant to exceed the ratio or the 200-person maximum.
- c) A temporary patio to accommodate 201 to 2,000 people may be considered for a community event if the capacity of the patio does not exceed double the capacity of the indoor licensed area (two to one ratio).

**SUBJECT: PATIO EXTENSION**

4.2.8 Maximum hours of liquor service on a patio are normally from the opening time specified on the licence until 12 midnight, followed by a one (1) hour period to consume served drinks.

- a) A licensee may request an extension to 1 a.m. followed by a one-hour consumption period; the licensee must have the written approval of the municipality.
- b) Maximum hours of liquor service for a golf course outdoor patio are as specified on the licence.
- c) A Class A Minors Prohibited licensed patio must be cleared at the end of the consumption period.

4.2.9 Patio entertainment restrictions are as follows:

- a) Recorded music must be kept at low volume; the DJ booth may not be connected to outside speakers.
- b) A request for dancing and live entertainment may be considered for a special occasion, for example an annual community event or an anniversary of the licensed premises.
- c) Live entertainment on a permanent basis may be considered, with the written approval of the municipality.

**GUIDELINES**

4.2.10 A temporary patio may be considered for a community event (a festival or activity such as a fair, rodeo, sports day or celebration conducted and sponsored by a non-profit organization) or a one (1) day customer appreciation day. The request for a temporary patio must be submitted at least three (3) weeks prior to the event, with the following information:

- a) date and hours of the event;
- b) a line drawing of the proposed patio layout and description of how it will be defined;
- c) patio capacity;

**SUBJECT: PATIO EXTENSION**

- d) food service;
  - e) supervision; and
  - f) authorization of the municipality and/or the host of the community event, if requested by the AGLC.
- 4.2.11 A Class A, B or C licence may be extended to a swimming pool area under the same conditions as a patio extension.
- 4.2.12 In addition to meeting Board policy requirements, applicants may need to obtain the approval of municipal, police, health, fire and landlord authorities.

**SUBJECT: CATERER'S EXTENSION**

**4.3 CATERER'S EXTENSION**

**POLICIES**

4.3.1 A Class A, B or C licence may be extended to provide liquor service at a function away from the licensed premises:

- a) If the extension is under a Class A Minors Prohibited licence, the catered function is also Minors Prohibited.
- b) If the extension is under a Class C licence, attendance at the catered function is restricted to the licensee's members or residents (as applicable) and their guests.

4.3.2 Only liquor purchased under the Class A, B or C licence may be transported to a catered function for sale and consumption at that location. All unused liquor must be returned to the licensed premises for use in accordance with the licence conditions.

4.3.3 Under a Caterer's Extension, a licensee must:

- a) ensure a selection of food items is available;
- b) provide liquor service only during the hours endorsed on the licence unless otherwise approved by the Board;
- c) ensure liquor is not included in the admission price of the function and follow Board policy with respect to liquor pricing (see Section 5.2);
- d) ensure a separate Special Event licence is obtained by the convener of the event for wine served during the meal, if the wine is supplied by the convener of the event;
- e) ensure the function is properly staffed and supervised; and
- f) post a copy of the licence and a letter of approval from the AGLC at the function location.

4.3.4 Licensees may request approval from the AGLC to cater liquor at a public function held in conjunction with a community event (i.e., a festival; activity such as a fair, rodeo, or sports day; or a

**SUBJECT: CATERER'S EXTENSION**

celebration conducted and sponsored by a non-profit organization).

- 4.3.5 Co-sponsorship of a public function with a promoter or other group is acceptable provided that all proceeds from liquor sales go to the licensee.
- 4.3.6 Attendance at a function catered by a licensee will normally be limited to the lesser of 2,000 patrons or the maximum occupant load under the Fire Code.

**GUIDELINES**

- 4.3.7 To request a Caterer's Extension, a licensee is required to submit an Application for Public Function or Caterer's Extension (Form REG/5041) to the AGLC at least three (3) weeks before the event, providing the following information:
- a) type of function;
  - b) third party that is holding the function;
  - c) date and hours of the function;
  - d) food service to be provided;
  - e) location of the function;
  - f) expected attendance at the function;
  - g) a line drawing of the layout of the licensed area; and
  - h) security details.
- 4.3.8 In addition to meeting Board policy requirements, applicants may need to obtain the approval of municipal, police, health, fire and landlord authorities.
- 4.3.9 Except for functions in private residences and special "one time" extensions, locations included in a Caterer's Extension may be inspected before approval.
- 4.3.10 Class A and B licensees may advertise "fully licensed catering of functions available;"

**SUBJECT: CATERER'S EXTENSION**

- 4.3.11 Class A, B and C licensees who request a Caterer's Extension to a function not considered to be family-oriented may be required by the AGLC to prohibit minors.

**SUBJECT: HOURS OF LIQUOR SALES AND CONSUMPTION**

**5.1 HOURS OF LIQUOR SALES AND CONSUMPTION**

**POLICIES**

5.1.1 The maximum hours of liquor sales or service are as follows:

**Class A, B or C Licence**

a) For all licensed premises other than those specifically mentioned in Section 5.1.1b):

10:00 a.m. - 2:00 a.m.

b) Convention centre, public conveyance, canteen, traveller's lounge:

set by the Board

c) Race track:

two (2) hours before post time until end of last race, but subject to the hours set out in Section 5.1.1a);

d) Sports stadium that is subject to stadium bylaws:

during the hours specified in the stadium bylaws, but subject to the hours set out in Section 5.1.1a);

e) Sports stadium that is not subject to stadium bylaws:

two (2) hours before start of event until end of event, subject to the hours set out in Section 5.1.1a); and

f) theatre

two (2) hours before opening curtain until final curtain, but subject to the hours set out in Section 5.1.1a).

**Class D Licence**

a) Retail liquor store licence 10:00 a.m. - 2:00 a.m.;

b) General merchandise liquor store 10:00 a.m. - 2:00 a.m.;

c) General off sales licence 10:00 a.m. - 2:50 a.m.;

d) Manufacturer's off sales licence 10:00 a.m. - 2:00 a.m.;

e) Sacramental wine resale licence 9:00 a.m. - 9:00 p.m.;



**SUBJECT: HOURS OF LIQUOR SALES AND CONSUMPTION**

- f) Delivery service licence 10:00 a.m. – 1/2 hour after last purchase was made; and
  - g) Duty free store licence set by Board
- 5.1.2 Where on-premises consumption is authorized, liquor consumption may continue for a maximum of one (1) hour after liquor service ends. All liquor must be cleared from patron areas by 3:00 a.m.
- 5.1.3 All patrons must leave a Class A Minors Prohibited licensed premises at the end of the one (1) hour consumption period. The only persons allowed to remain are the licensee's spouse and staff, and workers maintaining or making repairs to the licensed premises.
- 5.1.4 Section 5.1.3 applies equally to a Class A Minors Allowed licensed premises with a condition on the licence prohibiting minors during evening hours. The premises may not reopen to patrons for food service before 6 a.m. the next business day.
- 5.1.5 A Class A Minors Prohibited licensed premises must be closed:
- a) Christmas Day (December 25), unless the AGLC has granted prior approval to be open (see Section 5.5.17); and
  - b) all times other than the hours endorsed for liquor service and consumption on the licence.
- 5.1.6 A Class D licensed premises must be closed:
- a) Christmas Day (December 25); and
  - b) all times other than the hours endorsed for liquor sales on the licence, unless the premises is also a Class A licensed premises.
- 5.1.7 On the date Daylight Savings Time takes effect or ends, liquor sales or service must end before clocks are adjusted and may not re-start until the next business day.

**SUBJECT: HOURS OF LIQUOR SALES AND CONSUMPTION**

- 5.1.8 Maximum hours of liquor sales or service are the same under a licence and a licence extension, unless otherwise specified by the Board.

**GUIDELINES**

- 5.1.9 A golf or curling club hosting a private tournament/bonspiel may apply for a licence endorsement from the AGLC to allow liquor service starting as early as 8 a.m.
- 5.1.10 "Last call" must be timed to ensure patrons who order liquor are served within the hours of liquor service specified on the licence.

**SUBJECT: LIQUOR PRICING**

**5.2 LIQUOR PRICING**

**POLICIES**

5.2.1 The amount of liquor in a drink (i.e., # of ounces or millilitres) and the price must be specified on a menu or price list.

5.2.2 Licensees may set their own liquor prices, subject to the minimum prices specified below.

5.2.3 Class A, B, and C (except canteen or adult residence) licensees, as well as Commercial Public Special Event licensees, may not sell, or offer to sell, liquor less than the following minimum prices:

Spirits and liqueurs: \$2.75 / 28.5 ml (1 oz) or less;

Wine: \$0.35 / 28.5 ml (1 oz);

Draught beer: \$0.16 / 28.5 ml (1 oz); and

Bottled/Canned Beer,  
Cider or Coolers: \$2.75 /341 ml bottle or 355 ml can.

**Note:** GST is not included in above prices.

5.2.4 If a serving of spirits or liqueurs exceeds 28.5 ml, the minimum price of the drink must be based on the single serving menu price and increase in direct proportion to the volume served based on the minimum price of \$2.75. For example, if a single serve drink has a menu price of \$5.00, the following minimum prices apply to similar drinks containing more than 28.5 ml of spirits or liqueurs:

a) drinks containing 43 ml (1.5 oz) of spirits or liqueurs – the minimum price required is \$6.37 (\$5.00 + \$1.37);

b) drinks containing 57 ml (2 oz) of spirits or liqueurs – the minimum price required is \$7.75 (\$5.00 + \$2.75); and

c) drinks containing 85.5 ml (3 oz) of spirits or liqueurs – the minimum price required is \$10.50 (\$5.00 + \$2.75 + \$2.75)

5.2.5 “Happy hours” refer to periods of time where a licensed premises:

**SUBJECT: LIQUOR PRICING**

- a) reduces the regular price of liquor posted in the liquor menu; or
  - b) offers specific brands or types of liquor at reduced prices.
- 5.2.6 "Happy hours" must end by 8 p.m.
- 5.2.7 "Happy hour" pricing must not be below the minimum prices specified in Sections 5.2.3 and 5.2.4.
- 5.2.8 A licensee is not allowed to offer:
- a) free liquor specials;
  - b) more than one (1) drink for a single price (e.g., "2 for 1" specials, or "triples for the price of a single"); and
  - c) "all you can drink" specials for a fixed cost.
- 5.2.9 "Buckets of Beer" pricing are permitted under the following conditions:
- a) the price of a single beer is posted and available for consumption;
  - b) the price of the "bucket" is equal to the total price of the singles (i.e., a bucket of 4 beer is \$12.00 and the singles are \$3.00 each); and
  - c) prices are not below the minimum prices specified in Section 5.2.3.
- 5.2.10 Liquor sale activities must not promote intoxication.
- 5.2.11 Gift certificates may only be redeemed for liquor if they are purchased at face value (for example, in order to redeem a \$10 gift certificate for liquor, the gift certificate must be purchased for at least \$10).
- 5.2.12 Discount liquor coupons are only permitted if:
- a) the selling price after redemption of the coupon does not fall below the minimum prices specified in Sections 5.2.3 and 5.2.4; and
  - b) they are only accepted prior to 8:00 p.m.

**SUBJECT: LIQUOR SERVICE**

**5.3 LIQUOR SERVICE**

**POLICIES**

5.3.1 The liquor licence must be prominently posted on the licensed premises.

5.3.2 Liquor not allowed on a licensed premises includes:

- a) homemade liquor of any kind;
- b) duty free liquor;
- c) liquor brought by a patron (except wine, see Section 5.3.3); and
- d) liquor from any source other than:
  - i) an AGLC-approved warehouse;
  - ii) a licensed Alberta manufacturer; or
  - iii) a Class D licensee.

5.3.3 Class A, B and C (Club) licensees may request a licence endorsement from the AGLC to allow patrons to bring commercially manufactured, sealed bottle(s) of wine onto the licensed premises. The following conditions apply:

- a) The licensee must post a schedule of corkage fees.
- b) The patron must hand over the wine to licensee staff immediately upon entering the premises.
- c) Licensee staff are responsible to bring the wine to the patron's table, and to open and serve the wine.

5.3.4 A licensee must:

- a) offer a reasonable variety of liquor (i.e., different brands of beer, wine, spirits, etc.);
- b) maintain an accurate system for measuring and dispensing liquor to ensure patrons are provided with the correct amount purchased;

**SUBJECT: LIQUOR SERVICE**

- c) ensure patrons receive the type and brand of liquor being purchased.

5.3.5 In addition to liquor, a variety of non-alcoholic beverages must be available to patrons.

5.3.6 The following restrictions apply to Class A, B and C licensed premises, as well as at Commercial Public Special Events:

- a) A maximum of two (2) standard servings may be sold or served to a patron after 1 a.m. (see Section 5.3.7).
- b) No patron may have more than two (2) standard servings in their possession after 1 a.m. For example, a patron cannot be served more than two (2) standard size drinks after 1:00 a.m. even if the drinks are for himself/herself and another person.
- c) Liquor consumption may continue for a maximum of one hour after liquor service ends. All liquor must be cleared from patron areas by 3 a.m.

5.3.7 For the purpose of Policy 5.3.6, a standard liquor serving is:

- a) spirits and liqueurs – 28.5 ml (1 oz);
- b) wine – 142 ml (5 oz);
- c) bottled/canned beer – 341/bottle or 355 ml/can;
- d) draught beer – 341 ml (12 oz); and
- e) cider/coolers – 341 ml/bottle or 355 ml/can.

**Liquor Dispensing**

5.3.8 All liquor must be served to patrons by licensee staff except:

- a) on a Class B or C licensed premises where self-service is specifically allowed; or
- b) on a Class A, B or C licensed premises where automated self-service beer and wine dispensing systems have been approved in advance by the AGLC's Inspections Branch.  
*[amended, May, 2015]*

5.3.8.1 Automated self-service beer and wine dispensing systems

**SUBJECT: LIQUOR SERVICE**

(system) must comply with the following minimum requirements:

- a) The system must retain records of the date, time, type and amount of beer or wine dispensed for each table or patron, as well as which licensee staff accepted payment and authorized liquor service, for a period of 30 days. This information must be available to licensee staff, AGLC Inspectors and police officers at all times.
- b) The master system must only be activated or unlocked by the on-duty manager or supervisor.
- c) The system must begin in an inactive state whereby patrons are unable to pour beer or wine. The system must be turned on only by licensee staff.
- d) Licensee staff must set the system to shut off when a certain amount of beer or wine has been dispensed or a certain dollar value has been reached, for each table or patron.
- e) The system must not accept any kind of direct payment from patrons. Payment must be made to the licensee staff. (Deductive and accumulative beer or wine cards are allowed if the requirements of this section are met.)
- f) Once the maximum amount of beer or wine or dollar amount has been reached, the system must be shut off and beer or wine service must cease. Patrons must not have the ability to reactivate the system. .
- g) Licensee staff must be able to shut off beer and wine service to a table or patron at any time.
- h) The system must shut off by 1:00 a.m. No service from the system is permitted after that time.
- i) The beer and wine must be securely stored within the unit or in a secure area that is not accessible by patrons.
- j) Systems dispensing spirits are prohibited.

*[amended May, 2015]*

5.3.8.2 The beer in a table top dispensing system must be dispensed

**SUBJECT: LIQUOR SERVICE**

by the patron into a glass, mug, jug or carafe. [*added, July, 2013*].

5.3.8.3 A Class A, B or C licensee's staff may sell a bottle of spirits to a customer for on-premises consumption. under the following conditions:

- a) patron self-service is prohibited;
- b) all liquor must be dispensed from its original container into a glass, mug, jug or carafe, by the licensee's staff;
- c) pursuant to subsection 5.2.1, all bottle service options must be stated on the liquor menu;
- d) pursuant to subsection 5.2.3, the price of each bottle must meet the minimum drink prices [i.e. a 26 ounce bottle must be priced at a minimum of \$71.50 (26 x \$2.75)].
- e) an accurate measuring device must be used to dispense liquor to the patron (no free pouring);
- f) pursuant to subsection 5.3.6, no patron may be in possession of more than two (2) standard size drinks after 1 a.m. This includes liquor that has been dispensed under this subsection for patron consumption; and
- g) the liquor container and its contents must remain in the possession and control of the licensee's staff at all times; if a bottle of liquor is left at a patron's table and is unattended by the licensee, it must be secured and only accessible by the licensee.

[*added, May, 2015*]

5.3.9 All liquor containers (i.e., bottles, cans and kegs) must stay sealed until required for direct sale to a patron or for replenishing supplies in a service bar or liquor dispensing system.

5.3.10 All liquor containers (e.g., cans, bottles, etc.) must be opened by licensee staff before being served.

- a) Wine, beer (except beer in kegs), coolers and "miniatures" of spirits must be served to patrons in their original containers or dispensed into a glass, mug, jug or carafe.



**SUBJECT: LIQUOR SERVICE**

- b) Spirits (except miniatures) and beer in kegs must be dispensed from their original containers into a glass, mug, jug or carafe, either directly or with the use of an approved liquor dispensing system or measuring device.
  - c) Licensees and their staff are prohibited from dispensing liquor directly into a patron's mouth.
- 5.3.11 It is prohibited to adulterate or alter liquor in any way. Nothing may be added (including ice, mixes or flavouring agents) until the liquor is used to prepare a drink requested by a patron.
- 5.3.12 Liquor from one (1) container cannot be mixed with liquor from another container unless it is:
- a) mixed at the request of a patron and served to that patron in a glass, mug, jug or carafe; or
  - b) the same brand and type of liquor (e.g., a 1.75 litre bottle is used to refill a 750 ml bottle of identical product).
- 5.3.13 All liquor dispensing systems require AGLC approval in advance and must:
- a) provide consistent pours;
  - b) have secured adjustment mechanisms (automatic dispensing systems);
  - c) contain only one type or brand of liquor in each product line, from the reserve holding tank/bottle rack/keg to the dispensing head. There can be no mixing of liquor in a product line unless the brand or type of liquor is being changed (see Section 5.3.20).
- 5.3.14 Machines which mix liquor with pressurized oxygen, commonly called "alcohol without liquid vaporizer," are prohibited.

**Liquor Service Areas**

- 5.3.15 All liquor must be consumed on the licensed premises except:
- a) liquor purchased for off premises consumption under a Class D licence (off sales);
  - b) a partially consumed bottle(s) of wine in a Class A, B or C

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(Club) licensed premises that is sealed by licensee staff and placed in a bag; and

- c) liquor provided under a Caterer's Extension (see Section 4.3).

5.3.16 Liquor cannot be sold, served or consumed in a storage room, vestibule, kitchen, hallway or other "back room" area of a licensed premises.

5.3.17 A licensee may provide liquor from a private office for guests between the hours of 10 a.m. and 2 a.m.

**Liquor Consumption by Licensee Staff**

5.3.18 Licensee staff may not consume liquor or be under the influence of liquor or drugs while on duty. However, it is acceptable for staff to consume an alcoholic beverage after their shift ends and for the Board-approved manager/owner of the licensed premises to consume an alcoholic beverage while entertaining a client.

5.3.19 Liquor consumed by off-duty licensee staff must be purchased during normal hours of liquor service, as specified on the licence.

**GUIDELINES**

5.3.20 When changing a brand of liquor in a product line, care must be taken to minimize the mixing of old and new brands. Bottles of a new brand should be added only when:

- a) all the bottles of the old brand are empty (bottle rack); or
- b) the holding tank, reservoir or well is completely empty.

5.3.21 A licensee must be prepared to inform the AGLC of the type and brand of liquor contained in each product line, upon request.

5.3.22 AGLC Inspectors will conduct periodic tests on open liquor stocks, including liquor contained in dispensing systems, to ensure all liquor on the premises is legal, unadulterated and unaltered.

5.3.23 A licensee who fails to comply with Board policies for a liquor dispensing system may be required to have the system

**SUBJECT: LIQUOR SERVICE**

removed from the licensed premises, in addition to other penalties.

- 5.3.24 A keg of beer is any container with a capacity of more than five (5) litres.

**SUBJECT: FOOD SERVICE**

**5.4 FOOD SERVICE**

**POLICIES**

5.4.1 Class A Minors Allowed premises must provide a selection of food items suitable for a full meal during all hours of operation.

5.4.2 The following licensed premises must provide a selection of hot or cold food items suitable for a light meal or snack:

- a) Class A Minors Prohibited
- b) Class B
  - i) recreational facilities
  - ii) sports stadiums
  - iii) race tracks
  - iv) bingo facilities
  - v) convention centres
- c) Class C
  - i) club
  - ii) canteen
  - iii) educational institution

5.4.3 Premises with a minors prohibited endorsement are only required to have food service available until 11:00 p.m.

5.4.4 Food specials must not be dependent on liquor purchases by patrons.

**GUIDELINES**

5.4.5 Food items, along with a selection of non-alcoholic beverages, must be listed on a printed menu or on a menu display board, with each item individually priced.

**SUBJECT: MINORS**

**5.5 MINORS**

**POLICIES**

- 5.5.1 It is an offence under the GLA to sell or provide liquor to anyone under 18 years of age. Management and staff of a licensed premises are responsible to ensure liquor is not sold or provided to minors.
- 5.5.2 No minor may enter a Class A Minors Prohibited licensed premises or any other licensed premises where minors are prohibited, except as specified in Sections 5.5.13 & 5.5.14).
- 5.5.3 Licensee staff shall telephone police whenever a minor attempts to purchase liquor, is found consuming liquor or is found in a licensed premises where minors are prohibited.
- 5.5.4 No minor may enter a Class D licensed retail liquor store, manufacturer's off sales outlet or hotel off sales room unless accompanied by a parent, guardian or spouse who is an adult and who is in the licensed premises to purchase liquor for off-premises consumption.
- 5.5.4.1 No minor may enter a Class E licensed premises unless accompanied by a parent, guardian or spouse who is an adult and who is in the licensed premises to purchase liquor for off-premises consumption and/or tours.
- 5.5.5 No minor may enter a licensed premises where nude entertainment is being performed.
- 5.5.6 No minor may work as staff in a Class A Minors Prohibited licensed premises; a Class D licensed retail liquor store, a hotel off sales room, a manufacturer's off sales room, a duty free store; or any other premises where a "minors prohibited" condition has been imposed on the licence.
- 5.5.7 A minor employed as table staff in a Class A, B or C licensed premises where minors are allowed may not sell or serve liquor.
- 5.5.7.1 No minor may be employed in a Class E licensed premises.

**SUBJECT: MINORS**

- 5.5.8 Licensee staff are required to obtain valid identification and verify proof of age whenever a person who appears to be under 25 years of age attempts to buy liquor or to enter a licensed premises where minors are prohibited. If unsatisfied a person is at least 18 years of age, licensee staff must refuse entry or ask the person to leave. *(amended Oct., 2015)*
- 5.5.9 For the purposes of Subsection 5.5.8, valid primary identification must:
- a) have a photo;
  - b) have a name;
  - c) have a signature;
  - d) be Government issued;
  - e) include date of birth;
  - f) not be expired;
  - g) have a unique identifier number; and
  - h) be an original (not a copy). *(amended Oct., 2015)*
- 5.5.10 If the identification appears not to be genuine, licensee staff must request a second piece of identification. Valid secondary identification must:
- a) have a name;
  - b) be Government issued;
  - c) have a unique identifier number;
  - d) include date of birth. *(amended Oct., 2015)*
- 5.5.11 A licensee is responsible to provide adequate supervision to ensure minors are not given liquor by patrons of legal drinking age.
- 5.5.12 A "No Minors" sign must be posted at all entrances to a licensed premises where minors are prohibited.
- 5.5.13 A minor child or spouse of a Class A Minors Prohibited licensee or manager may enter and remain on the licensed premises

**SUBJECT: MINORS**

during hours of no liquor service.

- 5.5.14 Under the supervision of the licensee, a minor may enter a Class A Minors Prohibited licensed premises to repair or service equipment or furnishings and remain on the premises for the time required to complete the service.

**GUIDELINES**

- 5.5.15 A condition prohibiting minors may be imposed on a Class A, B or C licensee when no minors may enter or remain on the licensed premises.
- 5.5.16 A Class A Minors Prohibited licensee may apply to the AGLC in writing for permission to allow minors onto the licensed premises during a family-oriented occasion (e.g., Christmas Day, Easter Sunday, Mother's Day, Father's Day, etc.). The request will be considered only if the premises will be operated for family dining.
- 5.5.17 A Class A Minors Prohibited licensee may request temporary suspension of the licence (i.e., no liquor service will be permitted) to allow minors onto the premises for an unlicensed event.
- a) A suspension may be granted if:
- i) the entertainment will end no later than 12 a.m. (midnight) and all minors will be off the premises by 12:30 a.m.; and
  - ii) police, fire, municipal, health and related authorities have no objections.
- b) A suspension will not be granted if the premises have video lottery terminals (VLTs).
- 5.5.18 A Class A Minors Prohibited licensee may request a licence endorsement or permission for a single occasion to allow minors onto the premises for food service between the hours of 6 a.m. and 10 a.m. If approved, it is the responsibility of the licensee to ensure no minors remain on the premises after 10 a.m.

**SUBJECT: MINORS**

5.5.19 Identification should be carefully examined under good lighting and/or a black light should be used to ensure the:

- a) photograph is a true likeness and has not been substituted;
- b) the plastic laminate has not been tampered with; and

c) the lettering of the name, date of birth and other data have not been altered (lettering that has been altered will show up under a black light).

5.5.20 For further identification confirmation, licensee staff may ask a person to provide a sample signature and compare it to the signatures on the photograph identification and on the second piece of identification.



**SUBJECT: SUPERVISION OF PATRONS**

**5.6 SUPERVISION OF PATRONS**

**POLICIES**

- 5.6.1 Licensed premises must be adequately staffed and supervised during all operating hours. Staff must be trained and capable, and be under the supervision of competent and approved management (see subsection 1.6).
- 5.6.2 A licensee is required to maintain a high level of supervision and control to protect the health and safety of all persons on the licensed premises (see subsection 1.7).
- 5.6.3 All areas of the licensed premises where liquor may be sold and/or consumed must be clearly visible to staff at all times.

**GUIDELINES**

- 5.6.4 Licensees should consider:
- a) training staff in ways to deal with unruly patrons and establishing consistent policy, and prominently displaying the policy in the staff room;
  - b) having staff wear highly visible apparel that identifies them as on-duty employees; and
  - c) requiring management and staff to constantly monitor the behaviour of patrons, maintain a log or record of problems and notify replacement staff of any potential problems at the start of their shift.
- 5.6.5 A potentially unruly patron may be identified by their:
- a) clothing (e.g., gang member colours, t-shirt with insulting or derogatory wording or graphics);
  - b) reputation as a “trouble-maker;”
  - c) loud and obnoxious behaviour;
  - d) confrontational or angry attitude;
  - e) threatening language and/or gestures; and
  - f) aggressive or defiant stance, actions and/or facial

**SUBJECT: SUPERVISION OF PATRONS**

expressions.

- 5.6.6 Suggestions for dealing with unruly patrons:
- a) display signs at all entrances clearly communicating management policy to maintain a safe premises (e.g., no knives, no gang colours and unruly patrons will be barred).
  - b) support the police “walk-through” program.
  - c) hire supervisors and door control staff who can deal with patrons with diplomacy and tact.
  - d) to diffuse a problem situation, calmly but firmly talk to the patron. Ask for help from the patron's friends.
  - e) separate fighting patrons (i.e., remove them from the premises at different times, or use different exits).
  - f) request police assistance if charges are warranted and if prepared to proceed with charges.
  - g) record all disturbances in a log book, with as much detail as possible.
- 5.6.7 Licensee staff need to be cautious when using physical force to deal with unruly patrons. Under the *Criminal Code*, anyone can be charged for the use of excessive force. Licensees may wish to seek legal advice or ask local police for help in determining the appropriate level of force to use in specific situations.
- 5.6.8 Also see subsections 5.8 and 5.9 for policies related to identifying and dealing with intoxicated persons and illegal drug activities on a licensed premises.

**SUBJECT: COLLECTION OF PERSONAL INFORMATION**

**5.7 COLLECTION OF PERSONAL INFORMATION**

**POLICIES**

- 5.7.1 Pursuant to Section 69.2(1) of the *Gaming and Liquor Act*, a licensee may, but is not required to, collect a patron's name, age and photograph. No other information may be collected.
- 5.7.2 Licensees using electronic scanning systems must develop written procedures for:
- a) how the equipment will be used;
  - b) how the data collected will be used;
  - c) how the data collected will be retained;
  - d) who will have access to the data; and
  - e) how the data will be provided to other licensees and the police.
- 5.7.3 These written procedures must be available upon request for inspection by the AGLC.
- 5.7.4 Licensees must comply with the guidelines established by the Office of the Information and Privacy Commissioner (OIPC) (see Section 5.7.6).

**GUIDELINES**

- 5.7.5 Licensees may wish to consider the use of an electronic scanning system if there are:
- a) incidents of violence, or otherwise unacceptable behaviour, in or around the licensed premises;
  - b) attempts by gang members, gang associates or drug dealers to enter the licensed premises; or
  - c) attempts by minors to enter the licensed premises.
- 5.7.6 The OIPC has established guidelines for collecting personal information. The key guidelines include:

**SUBJECT: COLLECTION OF PERSONAL INFORMATION**

- a) Should a licensee use scanning technology to collect a patron's name, age and photograph, the technology must be programmed to only collect this limited, specific information. Otherwise, it is against the law to scan or photocopy the entire face of a patron's driver's licence or other identification as a condition of allowing them to enter the licensed premises: *Personal Information Protection Act (PIPA)*.
- b) A licensee may examine identification to confirm the age of a patron.
- c) A licensee can deny a person entry if they refuse to produce identification verifying his/her name and age, or if a person refuses to allow a photograph to be taken.
- d) If a licensee does collect personal information, it may only be used to decide whether to let a person into the premises. Use for any other purpose would have to be reasonable and would require consent from the patron.
- e) A licensee can disclose the information they collect:
  - i) to other licensees, if the licensee reasonably believes a patron has broken a law;
  - ii) to other licensees, if a patron is a threat to others; and
  - iii) to a police officer, upon request.
- f) Other licensees may then use the information to decide whether or not to allow a specific person onto their premises, and for no other purpose.
- g) A licensee must tell patrons why the information is being collected. This can be done using a sign.
- h) Once it is collected, the licensee is responsible for protecting the information against loss, theft, or improper use. Access to the information should be restricted to those who need to know.
- i) A licensee must give a person access to the information it has collected about that person. If someone asks, they should be directed to an employee of the licensee who can assist them.

**SUBJECT: COLLECTION OF PERSONAL INFORMATION**

- 5.7.7 For more information on the collection, storage, and disclosure of personal information see *Guidelines for Licensed Premises: Collecting, Using and Disclosing Personal Information of Patrons* at the OIPC website at [www.oipc.ca](http://www.oipc.ca) or contact the OIPC at 403-297-2728 or 1-888-878-4044.

**SUBJECT: INTOXICATED PERSONS**

**5.8 INTOXICATED PERSONS**

**POLICIES**

- 5.8.1 Licensees and licensee staff are prohibited from providing liquor to anyone who appears to be intoxicated by liquor or a drug.

**GUIDELINES**

- 5.8.2 A person who is intoxicated by liquor or under the influence of a drug may:
- a) stagger (have an unsteady walk);
  - b) have poor coordination;
  - c) slur their words;
  - d) have bloodshot eyes and/or breath that smells of alcohol;
  - e) be messy in appearance; or
  - f) behave in an overly bold, disruptive manner.
- 5.8.3 If licensee staff are aware an apparently intoxicated person drove to the licensed premises, the staff should suggest the person take a taxi and offer to call for one.
- 5.8.4 If an apparently intoxicated person leaves a licensed premises and gets into a motor vehicle to drive, licensee staff should note the licence plate number, model and colour of the vehicle and the direction the vehicle is travelling, and notify police immediately.

**SUBJECT: ILLEGAL DRUGS**

**5.9 ILLEGAL DRUGS**

**POLICIES**

- 5.9.1 It is an offence to permit any activity on the licensed premises that is contrary to any municipal bylaw or any Act or regulation of Alberta or Canada (e.g., illegal drug activities) and violations may result in the suspension or cancellation of the liquor licence.
- 5.9.2 If suspected illegal drug activities are taking place on the licensed premises, staff must report the activity to management.
- 5.9.3 Licensees must report any illegal drug activities identified on a licensed premises to police.
- 5.9.4 Anyone identified by a police officer as a person convicted of trafficking in illegal drugs or possession for the purpose of trafficking under the *Controlled Drugs and Substances Act* within the previous two (2) years shall be barred from licensed premises.

**GUIDELINES**

- 5.9.5 A licensee should:
- a) be aware of the type of clientele visiting the premises and the character of its staff members;
  - b) have a security check done on all new staff, and hire a person with a criminal record only if confident they will uphold standards and have a positive effect on operations;
  - c) establish a policy of immediate dismissal for any staff involved in a failure to control the premises or to report drug activities to management and/or police;
  - d) develop a training program to assist staff in becoming "drug wise" (i.e., able to identify illegal drug activities);
  - e) watch for suspicious activities by staff or patrons on a daily basis, and consider hiring a private investigator if warranted;

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- f) ensure adequate lighting in all areas of the licensed premises, including washrooms, hallways, entrances and exits, as well as the parking lot and back lanes;
- g) support police "walk through" programs;
- h) post signs that drug users and traffickers will be barred from the premises and make sure they are;
- i) record all drug-related incidents in a log book, including names, date, time, offence and actions taken; and
- j) consider installing video cameras to monitor key areas if a drug problem is identified.

5.9.6 Licensees and their staff are expected to be knowledgeable about illegal drug activities and constantly on the lookout for problems. This involves:

- a) recognizing illegal drugs and drug paraphernalia, knowing how they are used and their symptoms in users (see Sections 5.9.7 and 5.9.8);
- b) recognizing the traits and behaviours of drug dealers (see Section 5.9.9); and
- c) monitoring washrooms and other areas on the licensed premises for drug-related activities.

5.9.7 Some of the more common illegal drugs and their uses are as follows:

- a) Marijuana and hashish are normally inhaled by smoking a "joint" (resembles a hand-rolled cigarette) or a small pipe. The smoke has a very distinct smell which lingers in the air and permeates a user's clothing. Often a joint or pipe is shared by a group and passed person-to-person until finished.
- b) Cocaine, heroin and other powdered substances may be placed on a hard surface and divided into thin lines using a sharp-edged object (razor blade or credit card). A user inhales the drug by placing a straw or rolled up piece of paper on a line and sniffing the powder into their nose. These drugs may also be injected directly into a



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vein with a syringe (needle).

- c) Methamphetamines (crystal meth., speed, crank, ice) may come in tablets and capsules which can be taken orally, or they can appear as off-white crystals, chunks and powders, which may be sniffed or injected. In addition, there is smokable methamphetamine that looks like shaved glass slivers or clear rock salt.
- d) Other illegal drugs can be found in tablet and capsule form and taken orally (e.g., barbiturates, amphetamines, LSD, mescaline, MDA).

5.9.8 A drug user may be observed:

- a) in possession of drug paraphernalia, such as a miniature spoon, small smoking pipe, special rolling papers or syringes;
- b) rolling marijuana or hashish joints on the premises;
- c) seeking a quieter, more private space to use drugs (e.g., a washroom, an alleyway or inside a parked vehicle);
- d) showing physical symptoms of drug use, such as dilated pupils, drowsiness, rapid breathing, sweating, paleness, twitching, staggering and/or slurred speech; and
- e) behaving in an erratic or abnormal manner (e.g., sudden mood swings, extreme self confidence, overly talkative, outbursts of laughter).

5.9.9 Typical traits and behaviours of a drug dealer include:

- a) meeting frequently with a variety of people and making several trips with these people to the washroom or outside of the building;
- b) carrying large amounts of cash;
- c) hiding drugs in washrooms behind ceiling tiles, light fixtures, fans, switch covers or under the sink;
- d) creating hiding places in service areas by cutting into the chair padding or taping drugs under tables or chairs;

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- e) hiding drugs outside the building (e.g., under garbage dumpsters, buried in loose earth or in and around vehicles);
- f) hiding small quantities of drugs in their mouth, often contained in condoms or balloons, in order to swallow the drugs if approached by police; and
- g) passing drugs to buyers in cigarette packages to avoid suspicion.

**SUBJECT: GENERAL ENTERTAINMENT, GAMES AND DANCING**

**5.10 GENERAL ENTERTAINMENT, GAMES AND DANCING**

**POLICIES**

- 5.10.1 Entertainment, games and dancing by patrons are acceptable activities on a Class A, Class B or Class C licensed premises, as long as the activities:
- a) comply with Board policies; and
  - b) do not contravene the *Criminal Code* or other federal, provincial or municipal bylaws.
- 5.10.2 Billiard (pool) tables are allowed based on the following:
- a) a Class A Minors Allowed licensed premises may have a maximum of five (5) pool tables.
  - b) a Class B (billiard/pool room) must have at least eight (8) pool tables.
- 5.10.3 A "casino night" with play money may be held on a Class C licensed premises or in a banquet room for a private function with a Class A licence.
- 5.10.4 A licensee must submit a written proposal to the Board for approval, in advance, of any entertainment or games:
- a) that may be considered bizarre, grotesque or offensive (e.g., entertainment involving live animals, excluding magic acts); or
  - b) not specifically addressed in this handbook.
- 5.10.5 The following are prohibited in a licensed premises:
- a) activities involving physical contact between staff, entertainers and patrons other than patron dancing; (e.g., arm wrestling, crowd and stage diving);
  - b) any machine or gaming device which provides a pay-out or prize of any kind, other than video lottery terminals (VLTs) approved and installed by the AGLC (see sections 10 and 11);

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- c) illegal gaming activities or devices, including card games for money;
- d) entertainment or games which are degrading or dehumanizing, or which cause anyone involved or watching to be distressed, embarrassed or concerned for their safety (e.g., dwarf tossing);
- e) inappropriate staff clothing while on-duty (i.e., clothing with offensive or derogatory wording or graphics); and
- f) patron nudity.

**GUIDELINES**

- 5.10.6 Participation by patrons must be voluntary; no one can be forced or coerced into taking part.
- 5.10.7 Games played on electronic video devices that are linked to other electronic devices (e.g., National Trivia Network) are allowed with the following conditions:
  - a) no gambling can be associated with the games;
  - b) no prizes can be offered with the games;
  - c) no tournaments can be organized with the games; and
  - d) electronic video devices must be approved in advance by the AGLC.
- 5.10.8 The use of a mechanical bull is allowed but not endorsed by the AGLC. The following conditions apply:
  - a) a trained operator is required to manage the machine;
  - b) the operator must use discretion and judgement as to who can ride; and
  - c) the machine must be surrounded by adequate padding to prevent injury to a falling rider.
- 5.10.9 The AGLC will consider a request to host occasional boxing, wrestling, arm wrestling or martial arts matches, with the following conditions:

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- a) participants must be professionals or members of a recognized amateur association or organization; patrons cannot participate;
  - b) the activities must take place within clearly defined boundaries (i.e., a ring); and
  - c) a one (1) metre separation is required between the ring and patrons.
- 5.10.10 Licensees should refer to the attached Entertainment and Games Schedule for a listing of allowed/prohibited activities.
- 5.10.11 A licensee may charge an admission fee (cover charge) for entertainment.
- 5.10.12 A licensee offering dancing to patrons should set aside an area of the licensed premises as a dance floor.
- 5.10.13 Licensees should be aware of the use of a punch board (i.e., a device with numerous holes, each with a tightly wrapped paper inside marked with a prize number). Use of these devices is illegal under the *Criminal Code*.
- 5.10.14 Criminal charges may be laid if illegal activities are found to be taking place in a licensed premises.
- 5.10.15 Electronic “digger” machine (i.e., a coin-operated machine that allows a player to use a crane-like device to try to clutch a prize). Digger machines could be considered an illegal gaming device under the *Criminal Code*. A licensee should obtain legal advice before installing.

**ENTERTAINMENT AND GAMES SCHEDULE**

| ACTIVITY  | CLASS OF LICENSED PREMISES |                        |         |         |
|---|----------------------------|------------------------|---------|---------|
|   | Class A Minors Prohibited  | Class A Minors Allowed | Class B | Class C |
| Air Hockey  | Yes                        | Yes                    | Yes     | Yes     |
| Basketball (Free Throw only)  | Yes                        | Yes                    | Yes     | Yes     |
| Bingo (No Charge) (1)   | Yes                        | No                     | No      | Yes     |
| Card Games  | (2)                        | (2)                    | (2)     | (2)     |
| Casino Night (Play Money)   | (3)                        | (3)                    | (3)     | (3)     |
| Contests  | Yes                        | Yes                    | Yes     | Yes     |
| Darts   | Yes                        | Yes                    | Yes     | Yes     |
| Foosball  | Yes                        | Yes                    | Yes     | Yes     |
| Gyro Machine  | Yes                        | Yes                    | Yes     | Yes     |
| Hot Tubs  | No                         | No                     | No      | No      |
| Mud Wrestling (4)   | No                         | No                     | No      | No      |
| Nude Entertainment (minors prohibited)                                  | Yes                        | No                     | No      | Yes     |
| Paint Ball Shoot Games  | No                         | No                     | No      | No      |
| Ping Pong   | Yes                        | Yes                    | Yes     | Yes     |
| Pool Table  | Yes                        | Yes                    | Yes     | Yes     |
| Pull Tickets (if involving liquor price reduction or liquor as a prize) | No                         | No                     | No      | No      |
| Skeeball  | Yes                        | Yes                    | Yes     | Yes     |
| Sumo Wrestling (5)  | Yes                        | Yes                    | Yes     | Yes     |
| Boxing/Wrestling/Martial Arts (5)                                       | Yes                        | No                     | Yes     | Yes     |
| Tele-Theatre Betting  | Yes                        | Yes                    | No      | Yes     |
| Tournaments   | Yes                        | Yes                    | Yes     | Yes     |
| TV, Internet, NTN   | Yes                        | Yes                    | Yes     | Yes     |
| Velcro Wall   | No                         | No                     | No      | No      |
| Vertical Bungee   | No                         | No                     | No      | No      |
| Volleyball  | Yes                        | No                     | Yes     | Yes     |
| Video Games   | Yes                        | Yes                    | Yes     | Yes     |
| Wet T-Shirt or Boxer Short Contests (minors prohibited)                 | Yes                        | No                     | No      | Yes     |

- (1) Licensed bingo events may be conducted in a Class A Minors Prohibited premises if a bingo facility licence is in effect for the same premises.
- (2) All card games in which customers or staff plays cards for money (gambling) are prohibited. Card games such as crib which do not involve the exchange of money are allowed. Note that all casino games such as poker, baccarat and blackjack are prohibited even if no money is exchanged, except as noted in # 3 and Section 5.10.3.
- (3) A special casino night involving play money may be held in a banquet room or Class C (Club) premises in conjunction with a private function.
- (4) Mud wrestling includes the use of any substances other than water.
- (5) See Section 5.10.9 for full requirements.

**SUBJECT: NUDE ENTERTAINMENT**

**5.11 NUDE ENTERTAINMENT**

**POLICIES**

- 5.11.1 "Nude" means the exposure of genitals (male or female), whether the person is fully or partially unclothed. These body parts are considered exposed if covered only by paint or another non-fabric substance (e.g., mud, ink, tape, etc.).
- 5.11.2 "Physical contact" means person-to-person touching or the use of a device or prop to touch another person (e.g., a paint brush).
- 5.11.3 Nude entertainment is allowed at a:
- a) Class A Minors Prohibited licensed premises;
  - b) Class C licensed premises; and
  - c) Class A Minors Allowed licensed premises:
    - i) in a banquet room for a private function; or
    - ii) that has a licence endorsement prohibiting minors during the hours the nude entertainment is taking place.
- 5.11.4 A standardized warning sign must be posted at all entrances to the licensed premises and plainly visible to anyone entering: "Warning: Nude entertainers appearing within these premises. Some patrons may find this offensive."
- 5.11.5 Minors are not allowed to:
- a) perform as nude entertainers; or
  - b) enter a licensed premises during nude entertainment.
- 5.11.6 A licensed premises with nude entertainment must provide:
- a) a stage or enclosed dance floor, separated from the patron seating area by at least one (1) metre;
  - b) a change room for the entertainers; and
  - c) a clear pathway between the stage/dance floor and the change room
- 5.11.7 While on the licensed premises, entertainers must:

**SUBJECT: NUDE ENTERTAINMENT**

- a) be fully clothed before and after performances and at all times when not on the stage;
  - b) move directly between the change room and the stage/dance floor; and
  - c) not have physical contact of any kind with licensee staff or patrons before, during or after performances (see Section 5.11.9).
- 5.11.8 During a performance, neither patrons nor entertainers may enter the one (1) metre separation between the stage/dance floor and the patron seating area.
- 5.11.9 Two or more entertainers may perform at the same time with the following conditions:
- a) The entertainers must perform independently of each other and stay at least one (1) metre apart at all times.
  - b) The entertainers may not interact with each other or have any physical contact, clothed or nude.
  - c) Advertising cannot promote "duos" or other similar activities.
- 5.11.10 Nude entertainment must not involve:
- a) the use of animals, birds or reptiles;
  - b) the use of props or devices of a sexual nature or which have a sexual connotation;
  - c) real or simulated acts of violence;
  - d) insertion of objects into, or extraction of objects from, the body of an entertainer;
  - e) table or lap dancing.
- 5.11.11 No sign or photograph displaying nudity may be used in advertising, including:
- a) advertising on the exterior of the licensed premises;
  - b) print advertising; and
  - c) electronic advertising (includes the Internet).



**SUBJECT: NUDE ENTERTAINMENT**

5.11.12 Licensee staff, other than entertainers, are not allowed to be nude or to expose their breasts while on duty.

5.11.13 Nude entertainment is not allowed at a VLT location.

**SUBJECT: SEPARATION OF A LICENSED PREMISES**

**5.12 SEPARATION OF A LICENSED PREMISES**

**POLICIES**

5.12.1 A licensed premises must normally be enclosed with full height solid walls, accessible to patrons only from an unlicensed area, unless otherwise approved by the AGLC. "Full height wall" means a wall at least 2.44 metres [eight (8) feet] high, normally floor to ceiling.

5.12.2 Exceptions for full height walls may be considered for:

- a) an outdoor patio or kiosk;
- b) the concourse area in a stadium, race track, bowling centre, airport or theatre;
- c) a lobby lounge in a hotel;
- d) a hotel dining area;
- e) a mezzanine or balcony, which can be a separate room or part of another room;
- f) a foyer off a banquet or meeting room;
- g) a lounge in a recreation facility;
- h) a lounge in a licensed bingo hall; or
- i) a lounge in a licensed casino.

5.12.3 The separation between a licensed premises and an unlicensed lobby, foyer, mall or atrium area must be at least one (1) metre high.

5.12.4 A wall separating two (2) licensed premises normally may not have any openings that could provide patrons a way to pass from one to the other. However, a request to remove part of the wall to create a temporary opening may be approved by the AGLC with the following conditions:

- a) Both premises are operated by the same licensee.
- b) Both premises have a Class A licence and the same endorsements during all hours the temporary opening exists.

**SUBJECT: SEPARATION OF A LICENSED PREMISES**

- c) The separating wall is restored before the premises reopen the following day, or whenever the primary source of business for one (1) of the premises changes (i.e., from liquor to food service).

**GUIDELINES**

- 5.12.5 An opening between two (2) licensed premises is allowed for washroom and staff access with the following conditions:
  - a) A door or gate is installed at the opening.
  - b) A sign is posted at the opening indicating "Staff Only" or "Washrooms".
- 5.12.6 Existing licensed premises with non-conforming separations are not required to comply with this policy until they undertake renovations.

**SUBJECT: OCCUPANT LOAD**

**5.13 OCCUPANT LOAD**

**POLICIES**

- 5.13.1 Licensees must ensure they comply to all municipal safety codes (e.g. occupant load, fire code).
- 5.13.2 The maximum occupant load of a licensed premises is normally established under the Fire Code and must not be exceeded at any time.
- 5.13.3 The maximum occupant load for premises licensed under a Patio Extension may be determined by the AGLC and endorsed on the licence. The Fire Code supersedes the maximum occupant load determined by the AGLC, if more restrictive.

**GUIDELINES**

- 5.13.4 The maximum occupant load includes all persons on the licensed premises (i.e., patrons, staff, management and any other individual).
- 5.13.5 A licensee must prominently display the Certificate of Occupant Load in a public area of the licensed premises.
- 5.13.6 Any proposed change to the maximum occupant load must be approved in advance by the AGLC.

**SUBJECT: STRUCTURAL CHANGES**

**5.14 STRUCTURAL CHANGES**

**POLICIES**

5.14.1 The written approval of the AGLC is required before making any major structural changes to a licensed premises.

5.14.2 Major structural changes are:

- a) alterations or additions that create a larger floor plan of the licensed room;
- b) removal or relocation of the walls enclosing a licensed room or separating one licensed room from another; and
- c) renovations that result in the premises no longer meeting minimum licensing requirements (e.g., removal of kitchen, washrooms, guest rooms, storage areas,).

**GUIDELINES**

5.14.3 A licensee planning major structural changes should contact the AGLC in advance and arrange to present plans of the proposed changes.

**SUBJECT: GOLF COURSES**

**5.15 GOLF COURSES**

**POLICIES**

- 5.15.1 Patrons are not allowed to bring liquor onto a golf course. All liquor sold and consumed on a golf course must be sold and served by the licensee and dispensed by licensee.
- 5.15.2 Liquor may be consumed on all areas of a golf course endorsed on the licence. These may include:
- a) club rooms (e.g., lounge, dining lounge, permanent patio);
  - b) tournament facilities (e.g., tents);
  - c) the golf course itself, with liquor service provided from:
    - i) kiosks, limited to one kiosk per nine (9) holes and a maximum of three (3) kiosks in total; and
    - ii) motorized vending carts (see Section 5.15.4); and
  - d) any other location approved by the AGLC.
- 5.15.3 During a tournament a licensee may sell and serve liquor at temporary locations, in addition to the kiosks specified in Section 5.15.2c), provided service is limited to a maximum of one location for the front nine holes and one for the back nine holes.
- 5.15.4 The following conditions apply to liquor service provided from a motorized vending cart:
- a) Non-alcoholic drinks and snack items must also be available for purchase.
  - b) The cart must be operated only by licensee staff 18 years of age or older.
- 5.15.5 Liquor promotions involving liquor suppliers, liquor agencies or their registered representatives are restricted as follows:
- a) No liquor may be sold or served on a golf course by a liquor supplier, liquor agency or registered representative.

**SUBJECT: GOLF COURSES**

- b) Liquor for tasting must be purchased from the licensee; it cannot be brought onto the golf course by a liquor supplier, liquor agency or registered representative.
- c) Liquor for tasting may be served only by licensee staff; however, a registered representative may be present to describe the merits of the product to patrons.
- d) Liquor cannot be dispensed on a golf course from a vehicle owned or operated by a liquor supplier, liquor agency or registered representative.

**SUBJECT: GENERAL INFORMATION**

**6.1 GENERAL INFORMATION**

**POLICIES**

- 6.1.1 The AGLC is the sole importer of liquor into Alberta. All liquor offered for sale in a licensed premises must be purchased by the licensee from one of the following AGLC-approved sources:
- a) the St. Albert warehouse (i.e., Connect Logistics Services Inc.);
  - b) a liquor supplier or liquor agency authorized to warehouse and distribute products ( e.g., domestic brewery); or
  - c) a Class D retailer authorized to sell to licensees (i.e., retail liquor store, general merchandise liquor store, general off sales).
- 6.1.2 A licensee must keep a record of all liquor purchases (i.e., invoices and receipts) to prove the source of all liquor in the licensed premises.
- 6.1.3 Liquor purchased or possessed illegally, brought into Alberta illegally, manufactured illegally or adulterated in any way (see Section 5.3.11) will be seized by the AGLC, including liquor in unique or collectible containers which does not comply with Section 6.1.7. A licensee involved in these types of activities may be prosecuted and face severe penalties by the Board, including cancellation of their licence.
- 6.1.4 All liquor products must meet Government of Canada labelling standards. The liquor supplier or agent must provide confirmation of Government of Canada approval, or obtain AGLC approval that federal labelling standards are met before releasing a product for retail sale.
- 6.1.5 Liquor products are subject to periodic chemical analysis by the AGLC to ensure AGLC standards are met for:
- a) appearance (colour, clarity, odour);
  - b) specific gravity;
  - c) ethyl alcohol,
  - d) pH level;



**SUBJECT: GENERAL INFORMATION**

- e) volatile acidity (wines & ciders); and
- f) sugar content (g/L) (beer, wines, coolers, ciders and liqueurs).

6.1.6 Two or more licensees may consolidate their orders (i.e., place their orders together) to satisfy minimum order requirements. The following conditions apply:

- a) A consolidated order must refer to only one licence number and be shipped on one bill of lading.
- b) The licensee placing the order is responsible for full payment.
- c) Once the licensee who placed the order receives it, the products may be distributed to other participating licensees.
- d) The licensee who received the order is authorized to collect payment from other participating licensees for the wholesale price of their products, plus any portion of the freight costs.

6.1.7 A licensee may have and display unique or collectible liquor containers (e.g., bottles, cans, boxes, tins) obtained from an unapproved source on the following conditions:

- a) written approval of the AGLC is required;
- b) the container is either unopened with the original seal intact and labelled "Not for Sale" or "Collector Item", or the container is empty; and
- c) the container is displayed separately from liquor offered for sale on the licensed premise.

**Non-Beverage Liquor Products**

6.1.8 A Class D licensee may purchase the following liquor products directly from suppliers or distributors:

- a) cooking wines containing 20% or less alcohol by volume and a minimum of 1.5 grams of salt per 100 ml;
- b) cooking liquors containing 20% or less alcohol by volume not considered drinkable by the AGLC;

**SUBJECT: GENERAL INFORMATION**

- c) stomach bitters containing 20% or less alcohol by volume, or stomach bitters of higher alcohol content sold in containers of 200 ml or less; and
  - d) herbal beverages containing 20% or less alcohol by volume.
- 6.1.9 A Class D licensee must purchase the following products from an AGLC-approved source:
- a) cooking wines and spirits containing more than 20% alcohol by volume;
  - b) cooking wines and spirits containing 20% or less alcohol by volume and considered drinkable by the AGLC;
  - c) stomach bitters containing more than 20% alcohol by volume and sold in containers larger than 200 ml; and
  - d) herbal beverages containing more than 20% alcohol by volume.
- 6.1.10 A Class A, B or C licensee may purchase the following liquor products directly from suppliers and distributors:
- a) stomach bitters containing 20% or less alcohol by volume, or of higher alcohol content and sold in containers of 200 ml or less;
  - b) cooking wines and spirits containing 20% or less alcohol by volume and a minimum of 1.5 grams of salt per 100 ml and not considered drinkable by the AGLC;
  - c) herbal beverages containing 20% or less alcohol by volume.
- 6.1.11 A Class A, B or C licensee must purchase the following products from an AGLC-approved source:
- a) cooking wines and spirits containing more than 20% alcohol by volume;
  - b) cooking wines and spirits containing 20% or less alcohol by volume and considered drinkable by the AGLC;
  - c) stomach bitters containing more than 20% alcohol by volume and sold in containers larger than 200 ml; and

**SUBJECT: GENERAL INFORMATION**

- d) herbal beverages containing more than 20% alcohol by volume.
- 6.1.12 A Class A, B or C licensee must ensure cooking wines are not:
- a) consumed;
  - b) sold, except in prepared food items; or
  - c) stored in a liquor service area or bar area.
- 6.1.13 All herbal beverages require a Drug Identification Number from Health Canada.

**SUBJECT: PURCHASES FROM THE AGLC (CONNECT LOGISTICS  
SERVICES INC.)**

**6.2 PURCHASES FROM THE AGLC (CONNECT LOGISTICS SERVICES  
INC.)**

**GUIDELINES**

6.2.1 Connect Logistics Services Inc. (CLS) operates an order desk at the St. Albert warehouse for licensees.

6.2.2 To place an order, or for information about order days, minimum order quantities, product pick-up and delivery, contact CLS during regular business hours:

Hours: 6:00 a.m. – 2:30 p.m. Monday through Friday  
6:30 a.m. – 2:30 p.m. Sunday

Phone: 1-800-661-8943 toll-free across Alberta, or  
780-458-4500 in the Edmonton area

Fax: 1-800-727-8960 toll-free across Alberta, or  
780-458-4502 in the Edmonton area

6.2.3 Orders may also be placed through the CLS website ([www.liquorconnect.com](http://www.liquorconnect.com)). To register for online services, call CLS at 1-800-265-6784.

6.2.4 The following information is required to place an order:

- a) name of licensed retail outlet;
- b) AGLC licence number;
- c) 6-digit product code for each item ordered (see the Liquor Wholesale Price list); and
- d) quantities required (full case).

6.2.5 CLS will confirm pick-up or delivery arrangements at the time of ordering.

6.2.6 Pricing information is available on the AGLC website ([aglc.ca](http://aglc.ca))  
(Amended May, 2015).

**SUBJECT: PURCHASES FROM DOMESTIC BREWERIES**

**6.3 PURCHASES FROM DOMESTIC BREWERIES**

**GUIDELINES**

6.3.1 Licensees may order brewery products from the AGLC as follows:

a) To order Molson or Labatt beer, contact Brewers Distributor Ltd.:

|                  |                |
|------------------|----------------|
| Calgary and area | 403-531-1080   |
| Province-wide    | 1-800-661-2337 |

b) To order Big Rock beer, contact Big Rock Brewery:

|                   |                |
|-------------------|----------------|
| Edmonton and area | 780-413-6677   |
| Calgary and area  | 403-720-3239   |
| Red Deer & south  | 1-800-242-3107 |
| North of Red Deer | 1-800-381-4682 |
| Fax               | 403-236-7523   |

c) To order Sleeman products, contact the Sleeman Distribution Centre:

|               |                |
|---------------|----------------|
| Province-wide | 1-888-517-8764 |
| Fax           | 1-888-517-8760 |

d) To order other brewery products, contact:

|                                     |              |
|-------------------------------------|--------------|
| Alley Kat Brewing Company, Edmonton | 780-436-8922 |
| Brew Brothers Brewery, Calgary      | 403-258-2739 |
| Drummond Brewing Company, Red Deer  | 403-346-1146 |
| The Grizzly Paw Brewery, Canmore    | 403-678-0960 |
| Hog's Head Brewing, St. Albert      | 780-940-7889 |
| Minhas Micro Brewery, Calgary       | 403-875-3535 |
| Olds College Teaching Brewery, Olds | 403-556-8281 |
| Ribstone Creek Brewery, Edgerton    | 780-755-3008 |

**SUBJECT: PURCHASES FROM DOMESTIC BREWERIES**

|  |              |
|--|--------------|
| Village Brewery, Calgary                       | 403-243-3327 |
| Wild Rose Brewery, Calgary                     | 403-720-2733 |
| Wood Buffalo Brewing Company,<br>Fort McMurray | 587-276-0022 |
| Yellowhead Brewery, Edmonton                   | 780-425-2506 |

- 6.3.2 Breweries may offer delivery services, set minimum order quantities for delivery and/or require payment before delivery.

**SUBJECT: PURCHASES FROM CLASS D RETAILERS**

**6.4 PURCHASES FROM CLASS D RETAILERS**

**GUIDELINES**

- 6.4.1 Licensees may purchase liquor from an authorized Class D retailer.
- 6.4.2 Prices and quantities purchased are negotiable between the purchaser and the retailer.
- 6.4.3 Ordering, payment and pick-up or delivery conditions are set by the retailer.

**SUBJECT: PURCHASES FROM A PRIVATE PARTY OR ESTATE**

**6.5 PURCHASES FROM A PRIVATE PARTY OR ESTATE**

**POLICIES**

- 6.5.1 In exceptional circumstances, a licensee may purchase liquor products from a private party or an estate. The licensee must obtain approval in writing from the AGLC before making the purchase.
- 6.5.2 The AGLC will approve this type of purchase only if it can be proven that the liquor products were initially purchased legally in Alberta.



**SUBJECT: LIQUOR COST AND PAYMENT**

**6.6 LIQUOR COST AND PAYMENT**

**POLICIES**

- 6.6.1 Liquor cost to a licensee must be based on product prices at the time the order is placed.
- 6.6.2 Payment must be warehouse-specific, with a separate transaction for each order placed under a specific licence number.
- 6.6.3 Payment must be confirmed before an order is released to a licensee. The following forms of payment are acceptable:
- a) certified cheque;
  - b) bank draft;
  - c) bank money order;
  - d) uncertified cheque or interactive voice response (IVR), if provided with a bank guarantee letter (see subsection 6.6.4); or
  - e) direct deposit through an approved financial institution if:
    - i) authorized by the AGLC; or
    - ii) direct deposit set-up was initiated by the AGLC.
- 6.6.4 When a bank guarantee letter is required:
- a) for licensees except cottage winery licensees, the bank guarantee must be equal to or greater than the licensee's total anticipated weekly purchases.
  - b) for cottage winery licensees, the bank guarantee must be equal to or greater than the licensee's total anticipated sales for a two (2) month period.
- 6.6.5 No form of credit is extended.
- 6.6.6 If for any reason a cheque (including an IVR "draw cheque") is returned by the bank:
- a) any outstanding orders will not be released to the licensee, nor will the licensee be allowed to place any further orders until the amount owing is paid by certified cheque or bank

**SUBJECT: LIQUOR COST AND PAYMENT**

money order; and

- b) the licensee must pay any service charges determined by the AGLC.

**GUIDELINES**

6.6.7 Repeated payment problems may result in licence suspension.

**SUBJECT: REFUNDS FOR DELIVERY PROBLEMS (CLS ONLY)**

**6.7 REFUNDS FOR DELIVERY PROBLEMS (CLS ONLY)**

**POLICIES**

6.7.1 A licensee that experiences a problem related to delivery services contracted to Connect Logistics Service Inc. (CLS) may make a claim for refund. The following types of claims will be considered:

- a) product breakage (wet only);
- b) shortage or overage (i.e., missing case(s) or too many delivered); and
- c) picking error (wrong product shipped).

6.7.2 Product breakage or shortages in orders picked up by a licensee or delivered to a licensee by a carrier not contracted to CLS will not be considered.

6.7.3 A licensee submitting a claim for wet breakage must keep broken bottle necks complete with caps for at least 60 days after submitting the claim for inspection by the AGLC.

**GUIDELINES**

6.7.4 All liquor products should be examined carefully when delivered, before signing the Bill of Lading, to confirm the correct products and quantities and no breakage.

6.7.5 Dry breaks should not be claimed. Compensation for dry breaks is automatically processed each year, based on a licensee's purchases the previous year. Payment is made to each licensee to a maximum allowed in the Operating Guidelines (0.005% of wholesale purchases). Cheques for less than \$5 will not be issued.

6.7.6 To submit a claim for a delivery problem, a licensee must:

- a) note the following on the Bill of Lading before signing:
  - i) type of problem (e.g., breakage, shortage, overage or picking error);

**SUBJECT: REFUNDS FOR DELIVERY PROBLEMS (CLS ONLY)**

- ii) brand name of the affected product;
- iii) 6-digit product code;
- iv) size of the container(s);
- v) number of containers or cases; and
- vi) any additional details to fully describe the problem;

**Note:** Any shortage must be signed off by both the person receiving the order and the carrier.

- b) Call CLS Customer Service (1-800-265-6784 or 780-418-6500 in the Edmonton area) immediately to report a shortage, or within two (2) working days to report an incorrect order.
- c) Provide CLS with the information listed in Section 6.7.6a), plus the CLS invoice number and invoice date.
- d) Complete a Product Delivery Claim Request (see Section 14.10), attach it to a copy of the signed Bill of Lading and mail or fax it within two (2) working days to:

Connect Logistics Services Inc.  
Attention: Product Claims  
50 Corriveau Avenue  
St. Albert, Alberta T8N 3T5  
Phone: 780-458-4492  
Fax: 780-458-8588

- 6.7.7 On receiving a Product Delivery Claim Request, CLS will confirm the claim against the Bill of Lading and, if valid, process the claim and issue a refund.
- a) Refund amounts are based on the original wholesale price paid by the licensee to the AGLC.
  - b) Refunds for claims under \$20 may be deferred for up to 90 days.

**SUBJECT: REFUNDS FOR FAULTY PRODUCT**

**6.8 REFUNDS FOR FAULTY PRODUCT**

**POLICIES**

6.8.1 Licensees that purchase products directly from the AGLC through Connect Logistics Service Inc. (CLS) may request a refund from the AGLC for the following types of faulty products handled by CLS:

- a) products returned due to customer complaint;
- b) a sealed bottle(s) which:
  - i) is partially filled;
  - ii) has a damaged cap or cork; or
  - iii) is contaminated with a foreign material; and
- c) bottle(s) that are missing from a sealed case, with no imprint in the case.

6.8.2 The AGLC Product and Pricing Department validates all faulty product claims.

6.8.3 A claim for a refund must be received by the AGLC Product and Pricing Department within 30 days of product delivery, except for products returned by customers. Customer returns may be refunded up to one (1) year from the date of invoice.

6.8.4 Faulty bottles and cases that are missing bottles must be kept by the licensee until they are inspected by the AGLC, and permission is given to dispose of them.

6.8.5 Refund amounts are based on the original wholesale price paid by the licensee to the AGLC.

6.8.6 Licensees purchasing product from a retail liquor store must report faulty product claims to the retailer. The retailer may then initiate a claim with the AGLC for those products purchased directly from the AGLC.

6.8.7 Faulty kegs returned to a brewery are assessed by the AGLC. Only kegs at least 80% full by weight are eligible for refund.

6.8.8 When the AGLC issues a product recall, the licensee must immediately suspend sales of these products and remove them from store shelves, segregating them and marking them with:

**SUBJECT: REFUNDS FOR FAULTY PRODUCT**

DO NOT SELL – RECALLED PRODUCT.”

- 6.8.9 Licensees must deal with the recalled product as directed by the AGLC, which may include returning it to the warehouse for a full refund.

**GUIDELINES**

- 6.8.10 To make a claim for refund, a licensee must complete a Faulty Product Claim Request form (see Section 14.3) and mail or fax it to:

Alberta Gaming and Liquor Commission  
50 Corriveau Avenue  
St. Albert, Alberta T8N 3T5  
Attention: Product and Pricing  
Fax: 780-447-8919

- 6.8.11 The following information must be included for all claims:
- brand name of the faulty product(s);
  - the 6-digit product code;
  - price paid for the faulty product(s);
  - invoice number and date; and
  - detailed reason for the claim.
- 6.8.12 If the faulty product is a customer return, the licensee must also record on the back of the form:
- the person's name, address and phone number; and
  - the nature of their complaint.
- 6.8.13 Refund claims are normally processed within 30 days, even if not validated by the AGLC within that timeframe. However, the licensee must keep all bottles and cases listed on the form until an inspection can be completed. Should the Inspector find any of the product missing or otherwise ineligible, the licensee may be required to repay the refund.

**SUBJECT: REFUNDS FOR FAULTY PRODUCT**

- 6.8.13 Product analysis by the AGLC for faulty product claims may be required.
- 6.8.14 If a product listed on a Faulty Product Claim Request is ineligible for refund, Product and Pricing will advise the licensee and explain why. Possible reasons are:
- a) product was not purchased directly from the AGLC;
  - b) product was damaged by licensee staff or customers; or
  - c) product has been discontinued.
- 6.8.15 Dry breaks (no product spilled) should not be reported on a Faulty Product Claim Request form. Licensees are compensated annually (see Section 6.7.5).

**Products Causing Illness**

- 6.8.16 Customer allegations of injury or illness resulting from a faulty product must be reported to the AGLC Product and Pricing Department:
- Alberta Gaming and Liquor Commission  
50 Corriveau Avenue  
St. Albert, Alberta T8N 3T5  
Attention: Product and Pricing  
Telephone: 780-447-8832  
Fax: 780-447-8919
- 6.8.17 Licensees should photocopy a blank Faulty Product Request form to keep on hand for future use.

**SUBJECT: EMPTY CONTAINER RETURNS**

**6.9 EMPTY CONTAINER RETURNS**

**POLICIES**

6.9.1 The AGLC does not require retail liquor stores to accept containers for refund.

**GUIDELINES**

6.9.2 Empty beverage container returns in Alberta are governed by the Beverage Container Management Board (BCMB), a body delegated authority by the *Environmental Protection and Enhancement Act* to administer the Beverage Container Recycling Regulation.

6.9.3 This legislation requires retailers, including retail liquor stores, to advertise the deposit amounts applicable to the container types sold by the retailer (e.g., the prominent public display of an information poster).

6.9.4 If a retail liquor store wishes to refund empty beer containers, the store must obtain a Class "D" Beverage Container Depot permit from the BCMB. Class "D" opportunities are currently limited to existing permit holders.

6.9.5 If a retail liquor store possesses a valid Class "D" Beverage Container Depot permit from the BCMB, the store shall refund the full deposit amount for both beer cans and beer bottles as follows:

- a) for beer containers less than or equal to 1000 ml, the deposit is \$0.10 per container (\$1.20 per dozen);
- b) for beer containers greater than 1000 ml, the deposit is \$0.25 per container (\$3.00 per dozen).

6.9.6 Retail liquor stores that offer a deposit refund program for beer containers must:

- a) provide a refund whether or not a product purchase is made; and
- b) provide the refund in cash if the patron so requests.



**SUBJECT: EMPTY CONTAINER RETURNS**

- 6.9.7 Retail liquor stores planning to offer an empty beer container return service must check with local municipal authorities to ensure the proposed operation meets all municipal requirements.
- 6.9.8 Retail liquor stores must accept all BCMB registered beer containers for refund. All other non-beer beverage containers must be returned for refund to registered universal bottle depots only.
- 6.9.9 For information on the requirement to advertise deposit amounts or on operating a container return depot, contact:

Beverage Container Management Board  
Edmonton, AB T6A 3M1  
Phone: 780-424-3193  
Toll Free: 1-888-424-7671  
Fax 780-428-4620  
[www.bcmb.ab.ca](http://www.bcmb.ab.ca)

**SUBJECT: GENERAL INFORMATION**

**7.1 GENERAL INFORMATION**

**POLICIES**

7.1.1 For all of Section 7:

- a) "advertising" means the use of media to communicate a message to an off-premises audience through words and/or images and includes television, radio, internet, email, signs, newspapers, magazines, flyers, billboards, transit shelters, inflatables, commercial vehicles and corporate vehicles); and
- b) "liquor supplier" includes liquor agencies and their employees.

7.1.2 A liquor supplier, a licensee or a third party acting on their behalf (i.e., marketing company) may advertise in any medium not specifically prohibited, as long as the advertising complies with these policies, the Canadian Radio and Television Commission (CRTC) and any other regulator with jurisdiction.

7.1.3 All advertising must be:

- a) accurate and verifiable; and
- b) within the limits of good taste and propriety (i.e., not offensive to the general population).

7.1.4 Advertising must not:

- a) be targeted at minors;
- b) encourage non-drinkers to consume liquor;
- c) promote irresponsible liquor consumption or service;
- d) show heavy or prolonged liquor consumption;
- e) give the impression liquor benefits a person's health;
- f) disparage (put down) another company, business or product.

7.1.5 Brand advertising is allowed by a liquor supplier or a manufacturer's off-sales licensee. Brand advertising by Class A, B and C licensees must comply to Section 7.2.3 and brand advertising by Class D licensees must comply to Section 7.3.3.

**SUBJECT: GENERAL INFORMATION**

- 7.1.6 Co-operative advertising (advertising by licensees that include the specific mention of liquor manufacturers/suppliers/agencies, who in turn repay the licensees for all or part of the cost of the advertising) is not permitted.
- 7.1.7 A liquor supplier is not allowed to pay any advertising costs for a licensee, either directly or indirectly.
- 7.1.8 A liquor supplier/agency's advertising must not be directed to a particular licensee/chain of licensees.
- 7.1.9 Advertising not specifically addressed in this section requires the prior approval of the AGLC.

**GUIDELINES**

- 7.1.10 Advertising which promotes the responsible consumption of liquor (i.e., legal, moderate and safe) is highly recommended and supported by the AGLC.
- 7.1.11 Advertising may be of any size, frequency and duration, within the limits set by the CRTC and other regulators.
- 7.1.12 References to brand advertising do not apply to Special Event licensees.
- 7.1.13 Corporate or brand identification may be used in public service or community advertising.
- 7.1.14 Liquor suppliers and licensees are responsible to ensure their advertising complies with these policies, including any advertising conducted by a third party.
- 7.1.15 A licensee and a manufacturer of non-liquor products may advertise jointly, as long as the advertising complies with these policies.

**SUBJECT: ADVERTISING BY CLASS A, B AND C LICENSEES**

**7.2 ADVERTISING BY CLASS A, B AND C LICENSEES**

**POLICIES**

- 7.2.1 A licensee may advertise the name of the licensed premises and the services offered according to the type of licence(s) held.
- 7.2.2 A Class C (Club) licensee may advertise a club function only if the advertising clearly indicates admission is restricted to members and their bona fide (genuine) invited guests.
- 7.2.3 Brand advertising is acceptable, with the following conditions:
- a) The advertising must include a featured product(s) and price(s).
  - b) The licensee must receive permission in advance from the liquor supplier (or whoever owns/controls the brand identification) to use the brand logo, typeset or trademark.
  - c) The licensee is prohibited from receiving or requesting any benefit (money or other) from a liquor supplier for advertising its brands.
- 7.2.4 A licensee may advertise:
- a) liquor at reduced or discounted prices as long as the prices are not below the minimum prices specified in Sections 5.2.3 and 5.2.4);
  - b) "Happy Hours", as long as they comply to Sections 5.2.6 and 5.2.7;
  - c) "Special" days or nights (e.g., Tequila Monday, Shooter Night, Draught Night, etc.);
  - d) "Buckets of Beer," providing the pricing complies to Section 5.2.9.
- 7.2.5 Advertising for packages which include liquor in the price (e.g., Champagne Brunch, Mother's Day special, New Year's Eve special) are allowed, as long as the ad specifies the amount of liquor to be provided.

**SUBJECT: ADVERTISING BY CLASS A, B AND C LICENSEES**

**GUIDELINES**

- 7.2.6 A licensee may use a television remote unit to broadcast live entertainment from their licensed premises as long as patrons are aware they may be televised.
- 7.2.7 Television broadcasts from a licensed premises should focus on the entertainment, although some shots may include portions of the audience.
- 7.2.8 A licensee may use a radio remote unit to broadcast live music from their licensed premises and promote the premises' name and location (or a specific room within the premises).

**SUBJECT: ADVERTISING BY CLASS D LICENSEES AND DUTY FREE STORES**

**7.3 ADVERTISING BY CLASS D LICENSEES AND DUTY FREE STORES  
POLICIES**

- 7.3.1 A retail liquor outlet may advertise the:
- a) premises' name and location;
  - b) hours of operation;
  - c) products available, including sizes; and
  - d) product prices, including discount prices.
- 7.3.2 Comparative price advertising is allowed, but must not disparage a competitor or competitor's product (see Section 7.1.4 f).
- 7.3.3 Advertising may promote a liquor brand, with the following conditions:
- a) The advertising must include a featured product(s) and price(s).
  - b) The licensee must receive permission in advance from the liquor supplier (or whoever owns/controls the brand identification) to use the brand logo, typeset or trademark.
  - c) The licensee may not request or receive any benefit (money or other) from a liquor supplier for advertising its brands.
- 7.3.4 A licensee who also owns or operates another company or business may not:
- a) conduct common/joint advertising featuring both business interests in the same advertising (joint advertising); or
  - b) use one business to promote the other (cross-market advertising / promotions).
- 7.3.5 Pursuant to Section 50 of the GLR, a licensee who also owns or operates another company or business cannot:
- a) offer customers discounts on purchases in one business based on purchases in the other business;

**SUBJECT: ADVERTISING BY CLASS D LICENSEES AND DUTY FREE STORES**

- b) operate a customer loyalty program in one business which recognizes purchases made in the other business; or
- c) sell trademark or brand name products of the other business in the retail liquor store unless these products are also available for wholesale purchase by other licensees and are not referred to by the other business's name.

7.3.6 The restrictions of Section 7.3.4 also apply to any retail liquor store which uses the trademark name of another business or company not owned or operated by the licensee.

7.3.7 Class D liquor delivery service advertising must not promote the use, sale or consumption of liquor.

7.3.8 Signage for a Class D licensed premises must comply to Section 3.6.16 and 3.6.17.

**SUBJECT: ADVERTISING BY SPECIAL EVENT LICENSEES**

**7.4 ADVERTISING BY SPECIAL EVENT LICENSEES  
POLICIES**

7.4.1 Private Non-Sale and Private Resale Special Event licensees may advertise with the following conditions:

- a) No public advertising.
- b) Advertising must target members and bona fide (genuine) invited guests only (i.e., the advertising must clearly state "Members and Guests Only").

**GUIDELINES**

7.4.2 Advertising may take the following forms:

- a) posters on community billboards;
- b) notice in the community news section of the local newspaper;
- c) televised notice on the local cable community news channel; and/or
- d) sign on community league association property (on the hall itself or freestanding).



**SUBJECT: ADVERTISING CONTENT RESTRICTIONS**

**7.5 ADVERTISING CONTENT RESTRICTIONS**

**POLICIES**

7.5.1 Drinking Scenes (applies to brand advertising by liquor suppliers):

- a) Drinking scenes depicted in advertising must be legal (i.e., the situation shown must not contravene any federal, provincial or municipal laws).
- b) The quantity of a liquor product shown in a social setting must not exceed one drink per person.
- c) Any scene showing a person with liquor before or while operating a vehicle (motorized or not) or doing any activity considered dangerous or requiring care is prohibited; the advertising must be clear the liquor is being consumed only after the activity has ended.

7.5.2 Minors:

- a) Advertising must not appeal to minors or be placed in any medium targeted specifically at minors.
- b) No minor or anyone who may reasonably be mistaken for a minor may appear in advertising for a liquor product.
- c) No well-known personality or look-alike with strong appeal to minors may be featured in liquor advertising (e.g., an athlete or youth-oriented music group).
- d) The use or imitation of children's fairy tales, jingles, nursery rhymes, songs, musical themes or fictional characters from children's books is prohibited in liquor advertising.

**GUIDELINES**

7.5.3 Drinking Scenes (applies to brand advertising by liquor suppliers):

- a) A liquor product may be shown in a setting where consumption is not normally allowed only:
  - i) if it is clearly a beauty shot; and
  - ii) no people are present to suggest liquor had been or was about to be consumed.

**SUBJECT: ADVERTISING CONTENT RESTRICTIONS**

- b) Activities shown within a bar or lounge setting must reflect the type of activities normally seen in licensed premises in Alberta.
  - c) The presence of food is encouraged.
- 7.5.4 A product endorsement by a well-known personality or look-a-like should not imply that drinking liquor contributed to their success.
- 7.5.5 The age of a personality and their public image should be taken into account when assessing their appeal to minors.

**SUBJECT: SPONSORSHIPS**

**7.6 SPONSORSHIPS**

**POLICIES**

7.6.1 A liquor supplier or licensee may sponsor or co-sponsor an event, activity or team with the following conditions:

- a) A liquor manufacturer or brand name may be used only if the event, activity or team is adult-oriented and not geared toward minors.
- b) A Class A, B, C or D licensee may sponsor an event involving minors as long as liquor is not mentioned in any way.

7.6.2 Sponsorship support may involve:

- a) the unconditional donation of cash or merchandise; or
- b) the provision of a trophy or a prize.

7.6.3 Sponsorship or co-sponsorship of a publicly-advertised contest is allowed with the following conditions:

- a) Participation in a contest or raffle must not be conditional on the purchase or consumption of liquor.
- b) A contest sponsored by a liquor supplier must be directed only towards persons of legal drinking age.
- c) If the contest is conducted on a licensed premises, the licensee must also comply with Section 8.7.1).

7.6.4 Exclusive sponsorship is allowed; however, exclusive sponsorship promoting a specific brand of liquor in a Class A, B, or C licensed premises requires the prior approval of the AGLC.

7.6.5 A sponsored event held on-campus at an educational institution must have the prior approval of the institution's administration.

**Arena Signs**

7.6.6 A corporate or brand name and logo may be displayed on a:

- a) permanent sign in an arena or stadium used primarily for sporting or entertainment events (e.g., scoreboard panel,

**SUBJECT: SPONSORSHIPS**

rink board); or

- b) temporary sign in a community arena during a sponsored event (e.g., banner).

7.6.7 Signs advertising liquor may not be used at events involving minors (for example, Minor Hockey Week).

**Corporate Vehicles**

7.6.8 A corporate or brand name and logo may be displayed on a corporate vehicle.

7.6.9 A corporate vehicle may appear at a sponsored event.

**GUIDELINES**

7.6.10 Sponsorship advertising is allowed before and during a sponsored event on the following conditions:

- a) If the event has a licensed area, approved promotional materials may be displayed within the licensed area.
- b) All advertising and promotional materials must comply with Section 7 and 8 policies.

7.6.11 The focus of sponsorship advertising should be the event or activity being sponsored, not a liquor supplier or brand.

7.6.12 Items displaying a corporate or brand logo may be donated to a registered charity for use as give-aways, raffle prizes, etc.

7.6.13 A liquor supplier or licensee may own a sports franchise.

**SUBJECT: TRADE SHOWS**

**7.7 TRADE SHOWS**

**POLICIES**

7.7.1 Participation in a liquor industry trade show may be undertaken with a display booth. The following conditions apply:

- a) participation in a liquor industry trade show may be advertised.
  - b) The display booth may advertise liquor and related products and staff may wear promotional clothing. Promotional and educational materials may be given away.
  - c) A liquor supplier is allowed to sell or provide tastings of liquor products as follows:
    - i) Liquor tastings may be provided only to persons eighteen (18) years or older. Minors are not allowed to serve or to handle liquor.
    - ii) Liquor tastings must be provided from a display booth. The booth must be staffed at all times liquor is available.
    - iii) Liquor agents or their employees must not provide liquor while under the influence of liquor. Adequate measures must be taken to secure liquor supplies after-hours.
    - iv) All categories of liquor may be provided as samples. Maximum tasting sizes are:

|                  |   |                 |
|------------------|---|-----------------|
| beer             | – | 112 ml (4 oz.)  |
| coolers/premixed | – | 112 ml (4 oz.)  |
| wine             | – | 56 ml (2 oz.)   |
| spirits          | – | 14 ml (1/2 oz.) |
| liqueurs         | – | 14 ml (1/2 oz.) |
- refreshment beverages:
- i) alcohol by volume 8% or less - 112 ml (4 oz.)
  - ii) alcohol by volume greater than 8% - 56 ml (2 oz.)

**SUBJECT: TRADE SHOWS**

7.7.2 A retail liquor store (Class D licensee) may apply to sell liquor at a non-liquor industry trade show for off-premises consumption. The licensee must obtain AGLC approval in advance, and meet all conditions of the approval.

**GUIDELINES**

7.7.3 A licensee participating in a trade show must also comply with the trade show operator's requirements for display booths and liquor sampling.

7.7.4 Cooking demonstrations featuring liquor products on display or offered as samples may be conducted at the display booth or in a designated cooking area. Tasting of the prepared dishes is allowed.

**SUBJECT: MARKET RESEARCH**

**7.8 MARKET RESEARCH**

**POLICIES**

7.8.1 A liquor supplier may appoint an independent group or organization to conduct market research on their behalf.

7.8.2 Market research surveys are subject to the following conditions:

- a) A survey must not be:
  - i) used to directly or indirectly advertise a product, nor may the results be used in a public advertising program;
  - ii) used to communicate potentially damaging information about another company or product; and
  - iii) directed to or involve minors, if the survey is liquor-related.
- b) A survey with a person-to-person, question-and-answer format may be conducted by telephone, in a private location or in a public area (e.g., in a shopping mall, on the street).
- c) A survey which includes a product audit (taste test) may be conducted only in a private location acceptable to the AGLC (e.g., market research office, hotel meeting room or other location closed to the general public).
- d) A market research organization conducting a taste test or a packaging audit (test of consumer response to a product's packaging) must meet all licence requirements (see Section 7.8.3).
- e) A taste test:
  - i) may include liquor products not currently available for sale in Alberta, but have been processed by the AGLC (see Section 8.6.1c); and
  - ii) must not allow participants to consume more than a single serving of the liquor.

**SUBJECT: MARKET RESEARCH**

**GUIDELINES**

- 7.8.3 A taste test conducted in a non-licensed area requires a Private Non-Sale Special Event licence (see Section 9.2). This licence, which includes the words "Not for Consumption," authorizes transportation of the liquor to and from the location of the taste test and possession of liquor at the location.
- 7.8.4 A market research organization conducting a survey may pay participants to take part.



**SUBJECT: HOSTING NO SALE FUNCTIONS**

**7.9 HOSTING NO SALE FUNCTIONS  
POLICIES**

- 7.9.1 A no sale function may be hosted by liquor suppliers or licensees at which invited guests may sample liquor.
- 7.9.2 Attendance at a no sale function must be by invitation only. There may be no advertising of the event.
- 7.9.3 If the event is to be held in an unlicensed location, the host must obtain a special event licence beforehand.
- 7.9.4 Liquor suppliers, other than manufacturers, must have a hospitality licence issued by the AGLC to host no sale functions at their office premises.

**SUBJECT: GENERAL INFORMATION**

**8.1 GENERAL INFORMATION**

**POLICIES**

8.1.1 For all of Section 8:

- a) "Product promotion" means activities within licensed premises designed to encourage the sale of specific brand(s) of liquor.
- b) "Liquor supplier" includes liquor agencies and their employees.

8.1.2 A product promotion must not encourage the irresponsible use, consumption or service of liquor.

8.1.3 A licensee may participate in a liquor supplier's local, regional, provincial or national corporate or brand promotion, with the following conditions:

- a) Product promotions must be directed to consumers or patrons of a licensed premises, with the exception of tasting (see Section 8.5) and sampling (see Section 8.6).
- b) The promotion must take place in a licensed premises.

8.1.4 An exclusivity agreement between a liquor supplier and a licensee for promotional activities at a community event or sporting venue requires the prior approval of the Board.

8.1.5 A product promotion may be co-sponsored by a third party.

8.1.6 Product promotions not specifically addressed in Section 8 require the prior approval of the AGLC.

**SUBJECT: PROHIBITED INDUCEMENTS AND BENEFITS**

**8.2 PROHIBITED INDUCEMENTS AND BENEFITS**

**POLICIES**

- 8.2.1 A liquor supplier is prohibited from directing any promotional activity or items to a licensee that could directly benefit the licensee or their staff, and a licensee may not request or accept any such inducements (see Section 8.2.10).
- 8.2.2 Licensees are prohibited from asking for or receiving things of value from an supplier as an inducement to stock an supplier's product, provide improved shelf positioning to a supplier/agency's brand of liquor or for any other consideration
- 8.2.3 A liquor supplier is prohibited from participating in any way in a licensee's customer loyalty program, and a licensee may not request that a liquor supplier participate in such a program.
- 8.2.4 A liquor supplier is prohibited from providing a licensee with a reduced rate for accommodation at a winery, brewery or distillery, or any other place they own, represent or have an interest.
- 8.2.5 A liquor supplier is prohibited from paying:
- a) a licensee's registration fees, conference fees, tuition or similar costs, except for a seminar or training event which is:
    - i) organized by the liquor supplier;
    - ii) held within Alberta; and
    - iii) open to all licensees, or specified class(es) of licensees.
  - b) any portion of a licensee's travel expenses, either directly or indirectly, whether for business, vacation or a combination of both; nor may a licensee request that a liquor supplier pay their travel expenses (see Section 8.2.11).
- 8.2.6 A liquor supplier may not offer a licensee:
- a) cash, rebates, coupons or credits of any monetary value;
  - b) a deposit into any account held by the licensee, directly or indirectly;

**SUBJECT: PROHIBITED INDUCEMENTS AND BENEFITS**

- c) free liquor products, other than for sampling purposes as specified in Section 8.6; or
- d) compensation for expenses related to:
  - i) interior decorating (e.g., painting, draperies, carpeting, decor), renovations or maintenance to a licensed premises, or any other property owned, rented or leased by a licensee or anyone directly or indirectly involved with the licensee;
  - ii) furniture, equipment, signs or fixtures;
  - iii) refrigeration or dispensing equipment (except tap handles);
  - iv) menu printing; or
  - v) other items considered essential to operating a licensed premises (see Section 8.2.12).

8.2.7 A liquor supplier may offer a licensee tickets to sporting, cultural or entertainment events, with the following conditions:

- a) Tickets must be for events not normally paid for by the licensee.
- b) Tickets with an individual value of more than \$500 require the prior approval of the AGLC.
- c) No season tickets may be provided.

8.2.8 A licensee may not accept any offer from a liquor supplier or a country's representative (political or non-political) to pay travel expenses or any other costs for the licensee, their staff or agents to attend a seminar, convention, meeting or exhibition outside Alberta.

8.2.9 Liquor agencies and licensees are also responsible to comply with related requirements in the GLR, Sections 80 to 85.

**GUIDELINES**

8.2.10 Examples of prohibited inducements include an supplier-sponsored contest rewarding licensee staff for sales of the supplier's products or brands, or coupons provided to a licensee for money off liquor from the supplier.

**SUBJECT: PROHIBITED INDUCEMENTS AND BENEFITS**

8.2.11 "Travel expenses" include, but are not limited to, any costs associated with air or ground transportation, accommodation and meals while away from home.

8.2.12 A liquor supplier may provide a licensee with non-essential items, including:

- aprons or hats for staff
- bar towels
- bottle openers and corkscrews
- clocks
- coasters
- draught tap handles
- drip mats
- flags, pennants and banners
- inflatables
- lapel pins
- mirrors
- napkins
- patio umbrellas
- place mats
- glasses and mugs
- posters
- tent cards

8.2.13 Liquor agencies and licensees may contact the AGLC if unsure whether an item is considered essential or non-essential.

**SUBJECT: BUY/SELL AGREEMENTS (BSA)**

**8.3 BUY/SELL AGREEMENTS (BSA)**

**POLICIES**

8.3.1 "BSA" means a document establishing the terms and conditions under which a liquor supplier will provide a licensee with promotional items in exchange for the licensee promoting a specific brand(s) of liquor.

8.3.2 All promotional items provided by a liquor supplier to a licensee must be part of a BSA, except liquor for tastings conducted by the liquor supplier (see Section 8.5) and added-value items for existing inventory (Section 8.8). The following conditions apply:

- a) All promotional items included in a BSA can only be directed to consumers and conform to applicable legislation and Board policies.
  - i) Liquor products may be provided as a draw prize or give-away item in Class D Retail and General Merchandise Liquor Stores. (amended, March 2014)
  - ii) A licensee conducting a promotion on behalf of a liquor supplier must keep a written record of the name, address and telephone number of every person who receives a give-away item with a wholesale value of more than \$100.
  - iii) Cash or cheques are prohibited as promotional items and cannot form any part of a BSA.
- b) A BSA cannot exclude or prohibit any competitor's product(s), unless specifically approved by the Board.
- c) A BSA must be documented, verifiable and include all of the following information:
  - i) name and registration number of liquor supplier;
  - ii) name, licence number and class of licensed premises;
  - iii) duration of agreement (maximum 12 months);
  - iv) list of promotional items and/or services provided and their retail value; and

**SUBJECT: BUY/SELL AGREEMENTS (BSA)**

- v) the terms of the agreement, specifying product brands and quantities (i.e., "while supplies last" or words to that effect are not acceptable).

8.3.3 A true copy of a BSA must be kept by the liquor supplier and by the licensee on the licensed premises, and provided to the AGLC immediately on request. If the liquor supplier or licensee has multiple locations, a true copy of the BSA must be kept:

- a) at the liquor supplier's head office; and
- b) on every licensed premises.

8.3.4 A BSA that complies with these policies does not require AGLC approval.

8.3.5 A BSA must be kept for a minimum of one (1) year after the expiry of the agreement.

**GUIDELINES**

8.3.6 In this section, the terms "liquor supplier" and "licensee" include all associated shareholders, directors, management, agents, and employees.

8.3.6 An acceptable format for a BSA is provided in Section 14.

8.3.7 The effective period of a BSA may be extended if both parties agree. The change of date must be initialled by both the liquor supplier and the licensee on the original document, and must not exceed 12 months.

**SUBJECT: LICENSEE PROMOTIONS**

**8.4 LICENSEE PROMOTIONS**

**POLICIES**

8.4.1 A licensee may conduct promotional activities in the licensed premises with the following conditions:

- a) Free liquor may not be awarded as a prize in a Class A, B or C licensed premises.
- b) A sealed bottle of liquor may be awarded as a prize on a Class D licensed premises, for off premises consumption.
- c) The purchase or consumption of liquor cannot be required in order to participate in a competition, contest, draw, giveaway or similar promotion, and participants must be told that there is no such requirement.
- d) Participants may be required to be present at the time of a draw in order to receive a prize. However, the time, date and place of the draw must be clearly displayed on the premises.

8.4.2 A liquor supplier may donate liquor or merchandise for a bona fide charitable fundraising event or activity on a licensed premises, with the following conditions:

- a) the liquor supplier and licensee must have a written buy/sell agreement (see Section 8.3);
- b) all liquor purchased must be from a Class D licensee or otherwise approved by the AGLC;
- c) charitable receipts cannot be issued; and
- d) all profits from the event or activity must be turned over to the charity;

**GUIDELINES**

8.4.3 There is no limit to the quantity of merchandise and/or liquor that may be donated in support of charitable fundraising.



**SUBJECT: LIQUOR TASTINGS**

**8.5 LIQUOR TASTINGS**

**POLICIES**

8.5.1 A liquor supplier may provide free individual tastings of liquor to patrons on a Class A, B, C or D licensed premises with the following conditions:

a) The liquor used for the tastings must be purchased from the licensee, at a price negotiated between the liquor supplier and licensee.

b) Maximum tasting sizes are as follows:

|                  |   |               |
|------------------|---|---------------|
| beer             | - | 56 ml (2 oz.) |
| coolers/premixed | - | 56 ml (2 oz.) |
| wine             | - | 28 ml (1 oz.) |
| spirits          | - | 14 ml (½ oz.) |
| liqueurs         | - | 14 ml (½ oz.) |

refreshment beverages:

i) alcohol by volume 8% or less - 56 ml (2 oz.)

ii) alcohol by volume greater than 8% - 28 ml (1 oz.)

8.5.2 At all times during the promotion:

a) the liquor supplier or their employee must be present on the licensed premises; and

b) the booth or area from which the tastings are offered must be staffed.

8.5.3 The tastings may be served by the liquor supplier's employee or the licensee. Both the liquor supplier and the licensee are responsible to ensure:

a) minors are not provided liquor; and

b) no one is served to the point of intoxication.

8.5.4 The liquor supplier must maintain a written record of tasting activities, including the date, name and location of the licensed premises where the tastings took place and the cost (see Section 8.5.5). These records must be provided to the AGLC

**SUBJECT: LIQUOR TASTINGS**

on request.

8.5.5 A Class D licensee may conduct a tasting session for customers on behalf of a liquor supplier, with the following conditions:

- a) the liquor supplier and the licensee must have a written buy/sell agreement (BSA) (see Section 8.3). The BSA must:
  - i) identify the liquor product(s) that will be offered;
  - ii) specify the dates and times of the tastings, and
  - iii) be signed by both the liquor supplier and licensee before any tasting sessions can take place.
- b) there can be no charge to patrons for the tastings; and
- c) the total cost for the tasting, which is charged to the liquor supplier, may include:
  - i) staffing costs (i.e., wages, benefits and administrative costs to a maximum of \$20 per hour); and
  - ii) the negotiated cost of the product being tasted.

8.5.6 A Class D licensee may conduct their own liquor tasting session, independent of a liquor supplier, with the following conditions:

- a) Any tasting charges to customers must be based on cost-recovery for the product tasted.
- b) The licensee is not allowed to charge back the costs of a tasting to a liquor supplier.
- c) The licensee must maintain a written record of tasting activities, including the liquor product(s) tasted, date the tasting took place and quantity consumed.
- d) Maximum sizes are per Section 8.5.1b).

**GUIDELINES**

8.5.7 A Class D licensee may provide a patron with a sealed 50 ml bottle of spirits for off premises tasting.

**SUBJECT: LIQUOR TASTINGS**

8.5.8 Food items complementary to the liquor may also be provided.

**SUBJECT: PRODUCT SAMPLING**

**8.6 PRODUCT SAMPLING**

**POLICIES**

8.6.1 A liquor supplier may provide a licensee with liquor products for sampling, with the following conditions:

- a) Product samples are for consumption by the licensee and cannot be sold to patrons of the licensed premises. However, the licensee may provide free samples to selected patrons for their assessment of the product.
- b) The maximum sample size for each brand of liquor is:
  - beer – 36 X 355 ml bottles, or the smallest keg used by the supplier (approved container), or equivalent
  - coolers – 36 X 355 ml bottles, or equivalent
  - wine – 4 X 750 ml bottles, or equivalent
  - refreshment beverages – 4 X 750 ml bottles, or equivalent
  - spirits – 2 X 750 ml bottles, or equivalent
  - liqueurs – 2 X 750 ml bottles, or equivalent
- c) Liquor products for sampling must be purchased from the AGLC to qualify for the wholesale price. Product samples may also be purchased from a Class D licensee at a price negotiated directly with the licensee.
- d) The liquor supplier must keep a written record of sampling activities, including the date, name and location of the licensed premises where the products for sampling were provided, the type, size and quantity of the products and the cost. These records must be provided to the AGLC on request.
- e) A licensee may be provided with samples of a specific product only once per calendar year.

8.6.2 A liquor supplier or licensee may host a no-sale function for liquor sampling, with the following conditions:

- a) Attendance must be by invitation only.

**SUBJECT: PRODUCT SAMPLING**

- b) No public advertising is allowed.
- c) A no-sale function at an unlicensed location requires a Private Non-Sale Special Event licence (see Section 9.2).
- d) A no-sale function at a licensee's office premises requires a hospitality licence from the AGLC, unless the host is a liquor manufacturer.

**SUBJECT: GENERAL PRODUCT PROMOTIONS**

**8.7 GENERAL PRODUCT PROMOTIONS**

**POLICIES**

8.7.1 A product promotion may involve a contest, competition or draw, and may be administered by a licensee on behalf of a liquor supplier with the following conditions:

- a) All patrons who enter a contest, competition or draw must be eligible under the conditions set by the liquor supplier. Minors are not eligible.
- b) Participation cannot be conditional on the purchase or consumption of liquor.
- c) All promotional items provided to a licensee by a liquor supplier must be used only for the specified contest, competition or draw.
- d) The closing date of a contest, competition or draw must be posted in the licensed premises.
- e) All draws must take place in the licensed premises on the date and time advertised (except draws conducted by the liquor supplier).

8.7.2 Both the liquor supplier and the licensee providing promotional give-away items must ensure the items reach patrons as intended.

- a) Both the liquor supplier and the licensee must maintain records of every promotional activity in a licensed premises involving a give-away item with an individual wholesale value of more than \$100. The records must include the name of the licensed premises, a description of the give-away item and its wholesale value. The records must be provided to the AGLC on request.
- b) A licensee conducting a promotion on behalf of a liquor supplier must keep a written record of the name, address and telephone number of every person who receives a give-away item with a wholesale value of more than \$100. The records must be provided to the AGLC on request.

8.7.3 A liquor supplier may provide a licensee with clothing items with corporate or brand logos for staff to wear during a promotion

**SUBJECT: GENERAL PRODUCT PROMOTIONS**

(e.g., t-shirts, aprons, sweatshirts). The clothing items:

- a) must be of nominal value (i.e., maximum \$20 wholesale cost per item);
- b) cannot become a mandatory “uniform”; and
- c) may be kept by the licensee when the promotion ends.

8.7.4 A licensee may reduce the price of one or more products as part of a promotion.

8.7.5 A liquor supplier may provide the general public with liquor vouchers for the purpose of promoting a specific brand, with the following conditions:

- a) The maximum amount of liquor that can be exchanged for a voucher is as follows:

Beer – 6 x 355 ml bottles, or equivalent;

Coolers – 4 x 355 ml bottles, or equivalent;

Wine – 1 x 750 ml bottle, or equivalent;

Refreshment Beverages – 1 x 750 ml bottle, or equivalent;

Spirits – 1 x 375 ml bottle, or equivalent; and

Liqueurs – 1 x 375 ml bottle, or equivalent.

- b) A liquor supplier may not provide a licensee with a redemption fee.
- c) Vouchers may not be distributed on-pack, in-pack or near-pack as an added-value item (see Section 8.8).
- d) Receipt of a voucher must not be conditional on the purchase of a liquor supplier's product.
- e) Voucher recipients must not be directed to a specific licensee or to a specific chain of retail liquor stores to redeem their vouchers.

**GUIDELINES**

8.7.6 There is no limit to prize value.

**SUBJECT: GENERAL PRODUCT PROMOTIONS**

- 8.7.7 The liquor supplier is not required to be present during these types of product promotions.
- 8.7.8 A licensee has the right to decide whether or not to participate in a voucher promotion.



**SUBJECT: ADDED-VALUE PROMOTIONS**

**8.8 ADDED-VALUE PROMOTIONS**

**POLICIES**

8.8.1 An "added-value promotion" promotes a specific brand of liquor by offering consumers who purchase the brand at a retail liquor outlet a second item at no charge.

8.8.2 Acceptable added-value items include:

a) Liquor

i) A liquor supplier may provide liquor added-value items to Class D licensees only. The liquor supplier must maintain a record of all added-value liquor provided.

ii) The words "SAMPLE" or "NOT FOR RESALE" must be clearly and permanently marked on the container of the added-value item, either in non-removable ink on the label or on a non-removable tag affixed to the container, in a type size the same or larger than the largest type used on the product label. A licensee may not deface, remove or attempt to remove the label or tag.

iii) The quantity of liquor provided as an added-value item must normally be no more than a single serving (i.e., 50 ml of distilled spirits, 200 ml of wine, or 355 ml of beer), and its value may not exceed the 15% maximum value allowed under Section 8.8.4b), unless otherwise approved in writing by the AGLC.

iv) Added-value liquor items are subject to regular provincial mark-ups.

b) Money-off coupons for:

i) a liquor product, redeemable only by the liquor supplier or a third party (i.e., coupon clearing house); or

ii) a non-liquor product, redeemable by the liquor supplier or by non-liquor retailer of the product.

c) Non-perishable food items (e.g., packaged snack food, food seasoning, powdered drink mix)

**SUBJECT: ADDED-VALUE PROMOTIONS**

d) Objects of nominal value, either:

- i) liquor-related (e.g., corkscrew, bottle opener, wine glass, beer mug or shot glass); or
- ii) not liquor-related (e.g., key ring, golf ball decal, figurine, CD, etc.).

8.8.3 An added-value promotion may be conducted as an on-pack, in-pack or near-pack promotion:

a) On-Pack

- i) A liquor on-pack item must be attached to the liquor product with a plastic ring, elastic band, shrink wrap or similar method by:
  - the liquor supplier, at its plant;
  - the liquor supplier's employee;
  - Connect Logistics Services Inc., at the Liquor Distribution Centre in St. Albert (a fee is charged for this service); or
  - the staff of a retail liquor store by arrangement with the liquor supplier.

b) In-Pack

An in-pack item must be placed within the packaging of the liquor product (e.g., a case of beer or wine box) by the liquor supplier at its plant.

c) Near-Pack

- i) A near-pack item must be purchased, supplied and delivered to the retail liquor outlet by the liquor supplier or the supplier of the item.
- ii) The item must be placed immediately adjacent to the product specified by the liquor supplier and offered only with the purchase of that product.

8.8.4 A liquor supplier may conduct an added-value promotion in a retail liquor outlet (i.e., a Class D licensed premises or Duty Free Store), with the following conditions:

**SUBJECT: ADDED-VALUE PROMOTIONS**

- a) The promotion must be directed at consumers.
  - b) The cost of an added-value item must not exceed 15 per cent of the wholesale price of the liquor product being promoted, whether provided by the liquor supplier or by a third party. A redemption rate may not be factored in when calculating cost.
  - c) Only one added-value item may be offered with the purchase of each bottle or unit (e.g., case of beer) of the liquor being promoted.
  - d) Added-value promotions may not be cumulative.
  - e) Added-value items provided by a supplier may not be:
    - i) removed from a liquor product by a licensee;
    - ii) offered for sale separately; or
    - iii) provided to a licensee or licensee staff for their personal use or benefit (see Section 8.8.10).
  - f) A liquor supplier may not purchase, order or obtain any item to be used in an added-value promotion from any business in which a participating Class D licensee has a direct or indirect interest.
- 8.8.5 A Class D licensee may conduct their own added-value promotion, independent of a liquor supplier, with the following additional conditions:
- a) The items provided are of nominal value;
  - b) The items are those included on the list of acceptable non-liquor products approved for sale in the retail outlet (see Section 3.6.14);
  - c) The items may identify the licensee's premises; and
  - d) Money-off coupons for liquor purchases are acceptable.
- 8.8.6 Tobacco products are prohibited as an added-value item, pursuant to Sections 11 and 29 of the *Tobacco Act*.
- 8.8.7 No aspect of a licensee's business may be used as an added-value item, either directly or indirectly, without the prior

**SUBJECT: ADDED-VALUE PROMOTIONS**

approval of the Board (e.g., coupon for money off a purchase at a licensed premises operated by the licensee; coupon for money off a ski lift ticket at a ski hill operated by the licensee).

8.8.8 Added-value promotions which do not comply with all of the policies in this section require the prior approval of the AGLC.

8.8.9 The Board reserves the right to set limits on the quantity of liquor provided to a licensee for an added-value promotion.

8.8.10 Added-value items may not be taken by a licensee for their personal use or provided to staff.

**SUBJECT: GENERAL INFORMATION**

**9.1 GENERAL INFORMATION**

**POLICIES**

- 9.1.1 "Private function" means an event open only to invited guests.
- 9.1.2 "Public function" means an event open to the general public.
- 9.1.3 A Special Event licence refers to a liquor licence issued to an individual, non-profit organization or municipality for a private or public function held for a limited period of time.
- 9.1.4 Only a Class D licensee (i.e., retail liquor store, general merchandise liquor store or hotel licensed for off sales) and the AGLC are authorized to issue Special Event Licences.
- 9.1.5 A Class D licensee may sell Special Event licences only for private functions, as described below:
- a) Private Non-Sale licences, for functions where patrons do not pay for admission or liquor (See Subsection 9.2); and
  - b) Private Resale licences, for functions where patrons must pay for admission and/or liquor (See Subsection 9.3).
- 9.1.6 Licence applications for the following types of private functions require AGLC approval:
- a) functions for over 400 persons;
  - b) Private Non-Sale or Resale licences for a bus (See Subsections 9.2.3 and 9.3.7);
  - c) Private Resale licence for an auction;
  - d) Private Resale licence for a high school graduation dance (See Subsection 9.3.6); and
  - e) functions providing liquor service before 10 a.m.
- 9.1.7 All Special Event licences for public functions must be issued by the AGLC.
- 9.1.8 A Special Event Licence is non-transferable (i.e., it cannot be used by any person or group other than the licensee).

**SUBJECT: GENERAL INFORMATION**

- 9.1.9 A Special Event licence is a legal document and cannot be altered; for example, a Private Non-Sale licence cannot be changed to a Private Resale licence, nor can the licence price be changed.
- 9.1.10 A Special Event licence cannot be issued to any person:
- a) under 18 years of age; or
  - b) who is intoxicated.
- 9.1.11 A Special Event licensee may purchase liquor from any authorized Class D licensee (not just the vendor from whom they bought the licence).
- 9.1.12 No one under the age of 18 years, under any circumstances, is allowed to:
- a) be served liquor;
  - b) consume liquor;
  - c) sell, serve or handle liquor;
  - d) sell liquor tickets; or
  - e) receive liquor from anyone attending the function.
- 9.1.13 A licensee must have the legal right to occupy and control the licensed area for the duration of the event (e.g. ownership, rental agreement, contract).
- 9.1.14 A licensee must comply with the maximum occupant load for the premises or the maximum attendance approved by the AGLC, whichever is less.
- 9.1.15 In addition to liquor, non-alcoholic beverages (e.g., soft drinks, coffee, etc.) must be available to persons attending a licensed Special Event function.

**SUBJECT: GENERAL INFORMATION**

**GUIDELINES**

- 9.1.16 Class D licensees must provide a Special Event licensee with a copy of the pamphlet titled "Liquor Special Event Licences for Private Functions.
- 9.1.17 With the applicant's written authorization, a Special Event licence may be issued to a liquor supplier, liquor agency representative or other second party on their behalf. A Licence Authorization Letter (See Subsection 14.7) has been provided to liquor manufacturer representatives for this purpose. The completed Authorization Letter is to be attached to the AGLC (yellow) copy of the Special Event licence.
- 9.1.18 A Class D licensee who issues a Special Event licence requiring AGLC approval must note the name of the AGLC employee who reviewed and approved the licence.
- 9.1.19 Minors are allowed to attend special event functions, however they must comply to the conditions specified in Subsection 9.1.12.
- 9.1.20 Food service is recommended for all licensed Special Event functions.
- 9.1.21 Public Resale licences are available from only the St. Albert and Calgary locations.
- 9.1.22 Questions regarding Special Event licences may be directed to the AGLC at 780-447-8846 (or 403-292-7300 in Calgary) or [specialeventlicensing@aglc.ca](mailto:specialeventlicensing@aglc.ca).

**SUBJECT: PRIVATE NON-SALE SPECIAL EVENT LICENCES**

**9.2 PRIVATE NON-SALE SPECIAL EVENT LICENCES**

**POLICIES**

9.2.1 A Class D licensee may issue a Private Non-Sale Special Event licence for a private function with the following conditions:

- a) The function is open only to members and/or invited guests. Advertising must be directed to members and invited guests only and not to the public at large.
- b) There is no charge for admission or liquor.

9.2.2 A Class D licensee may issue a Private Non-Sale licence to:

- a) an individual organizing a family function, such as a wedding, birthday, anniversary or family reunion;
- b) a non-profit organization;
- c) a registered charitable organization;
- d) a service club or association of individuals organized for a joint purpose;
- e) a municipality; or
- f) a company or corporation.

9.2.3 To consider a licence application for a bus, the AGLC requires the following information:

- a) name of licensee (applicant);
- b) date of departure;
- c) estimated times of departure and arrival;
- d) number of passengers and percentage/number that are adults;
- e) departure and arrival locations; and
- f) a letter from the bus owner authorizing liquor service and consumption on the bus; the letter is to be attached to the yellow copy of the licence.



**SUBJECT: PRIVATE NON-SALE SPECIAL EVENT LICENCES**

9.2.4 A bus application may be approved with the following conditions:

- a) The bus has a minimum seating capacity of 24 passengers.
- b) The applicant group has exclusive use of the bus.
- c) The passengers are mostly adults.
- d) Only liquor purchased under the licence is allowed to be served to and consumed by the passengers.
- e) Liquor service and consumption may take place only within Alberta.
  - i) If the bus travels outside of Alberta, the licence must indicate that liquor consumption is not allowed outside the borders of Alberta. Liquor service may resume when the bus re-enters Alberta.
  - ii) Liquor consumption must end thirty (30) minutes before the estimated time of arrival at the destination or at the Alberta border, whichever is first.
- f) The licence must be presented on request.

9.2.5 The AGLC will not approve a licence application for a bus tour within the municipal limits of a city, town or village, or to or between other municipalities, for the purpose of visiting licensed premises (i.e. a pub-crawl).

**GUIDELINES**

9.2.6 The fee for a Private Non-Sale Special Event licence is \$10.

9.2.7 Licence hours may be split, with each time period followed by a maximum of one (1) hour period to consume served drinks (e.g. liquor served from 2 p.m. to 5 p.m. with consumption allowed until 6 p.m.; then liquor served again from 9 p.m. to 2 a.m. with consumption allowed until 3 a.m.).

9.2.8 A licence is not required for a non-sale function held in:

- a) a private residence; or

**SUBJECT: PRIVATE NON-SALE SPECIAL EVENT LICENCES**

- b) a party room of a residential complex, hosted by a resident of the complex.

**SUBJECT: PRIVATE RESALE SPECIAL EVENT LICENCES**

**9.3 PRIVATE RESALE SPECIAL EVENT LICENCES**

**POLICIES**

9.3.1 A Class D licensee may issue a Private Resale Special Event licence to a(n):

- a) non-profit organization;
- b) registered charitable organization;
- c) service club or association of individuals organized for a joint purpose;
- d) company registered under Part 9 of the *Companies Act*;
- e) municipality; or
- f) individual organizing a family function, such as a wedding, birthday, anniversary or family reunion.

9.3.2 All Private Resale Licences are subject to the following conditions:

- a) The function is not open to the general public. All advertising must be directed to members and invited guests only and not to the public at large.
- b) There is a charge to patrons for admission and/or liquor.

9.3.3 A Private Resale Special Event licence is not intended to be used to provide jobs or to profit any person or business. Proceeds must be used for the common benefit of a legitimate organization, or donated to a recognized charity of the organization's choice.

9.3.4 The licence applicant must be:

- a) a person(s) representing a social committee or club holding a bank account with two (2) signing authorities; or
- b) in the case of a family function, a single person (i.e., one person must take sole responsibility for the licence).

**SUBJECT: PRIVATE RESALE SPECIAL EVENT LICENCES**

- 9.3.5 The licence is valid only for the date (or consecutive dates) specified on the licence, and is limited to related activities that together can be considered one event.
- 9.3.6 To consider a licence application for a high school graduation dance, the AGLC requires the following information:
- a) date of the function;
  - b) hours of liquor service and consumption;
  - c) location (town, building, room) of function;
  - d) maximum attendance expected;
  - e) type of food available;
  - f) security arrangements;
  - g) local police approval; and
  - h) preferred retail outlet to purchase the licence.
- 9.3.7 To consider a licence application for a bus, the AGLC requires the following information:
- a) name of licensee (applicant);
  - b) date of departure;
  - c) estimated times of departure and arrival;
  - d) number of passengers and percentage/number that are adults;
  - e) departure and arrival locations; and
  - f) a letter from the bus owner authorizing liquor service and consumption on the bus; the letter is to be attached to the yellow copy of the licence.
- 9.3.8 A bus application may be approved with the following conditions:
- a) The bus has a minimum seating capacity of 24 passengers.
  - b) The applicant group has exclusive use of the bus.

**SUBJECT: PRIVATE RESALE SPECIAL EVENT LICENCES**

- c) The passengers are mostly adults.
- d) Only liquor purchased under the licence is allowed to be served to and consumed by the passengers.
- e) Liquor service and consumption may take place only within Alberta.
  - i) If the bus travels outside of Alberta, the licence must indicate that liquor consumption is not allowed outside the borders of Alberta. Liquor service may resume when the bus re-enters Alberta.
  - ii) Liquor consumption must end thirty (30) minutes before the estimated time of arrival at the destination or at the Alberta border, whichever is first.
- f) The licence must be presented on request.

9.3.9 The AGLC will not approve a licence application for a bus tour within the municipal limits of a city, town or village, or to or between other municipalities, for the purpose of visiting licensed premises (i.e. a pub-crawl).

**GUIDELINES**

9.3.10 The fee for a Private Resale Special Event licence is \$25. The vendor may also charge a maximum \$2 service fee.

**SUBJECT: COMPLETING, ISSUING AND ORDERING SPECIAL EVENT LICENCES**

**9.4 COMPLETING, ISSUING AND ORDERING SPECIAL EVENT LICENCES**

**POLICIES**

- 9.4.1 A Class D licensee issuing Special Event licenses must comply with all Section 9 policies. Failure to do so could result in a warning, fine, suspension of licence, or suspension/cancellation of the Class D licensee's authority to issue the licences.
- 9.4.2 All parts of a Special Event licence are to be properly and clearly completed by the Class D licensee and signed by both the Class D licensee (as Issuer) and applicant (as Customer) before the licence is taken from the premises.
- 9.4.3 The Class D licensee must provide Special Event licensees with the Liquor Special Event Licences Pamphlet (yellow-coloured pamphlet which outlines the policies associated with a Special Event licence).
- 9.4.4 Class D licensees may add a service fee of up to \$2 for each licence issued. GST must be applied to the service fee only (not to the licence fee).

**GUIDELINES**

- 9.4.5 Any corrections are to be made as follows:
- a) The Class D licensee draws one line through the area that is to be changed and prints in the new information.
  - b) The Class D licensee signs or initials each change.
- Neither correction fluid/tape, nor an eraser, may be used on a licence.
- 9.4.6 The AGLC charges full value for each Special Event licence sold to Class D licensees; there are no discounts for bulk purchases (see below). Cheques are to be made payable to the AGLC.

Example:

20 Private Non-Sale licences x \$10 = \$200

5 Private Resale licences x \$25 = \$125  
\$325

**SUBJECT: COMPLETING, ISSUING AND ORDERING SPECIAL EVENT LICENCES**

- 9.4.7 A Class D licensee must keep the pink copy of each licence issued for at least one (1) year.
- 9.4.8 If a Special Event licensee informs the Class D licensee they have lost (i.e., misplaced) their licence, the Class D Licensee may endorse a photocopy of the licence as a replacement.
- 9.4.9 When a Special Event function is cancelled for a legitimate reason (e.g., rained out), the Class D licensee may refund the licence fee. The Class D licensee should return the original (white) copy of the licence to the AGLC with a hand-printed, signed explanation for the cancellation and a completed Special Event Licence Order Form. The AGLC will replace the licence at no cost to the Class D licensee.
- 9.4.10 If an unused licence is damaged, the Class D licensee should write "void" on the top copy and return all copies (white, yellow and pink) to the AGLC for replacement, with a completed Special Event Licence Order Form.
- 9.4.11 Samples of properly completed Special Event licences are provided in Section 14. Contact the AGLC (see Section 1.3) for further assistance, as needed.
- 9.4.12 At the end of each month, a Class D licensee must send to the AGLC's St. Albert office (see Section 1.3):
- a) the yellow copy of all licences issued during the month; and
  - b) the Licence Authorization Letter for every licence sold to a second party, attached to the yellow copy of the appropriate licence (see Section 9.1.15).
- 9.4.13 A Class D licensee may order blank Special Event licences in person at AGLC locations in St. Albert, Calgary, Red Deer, Grande Prairie or Lethbridge, or mail in a completed Special Event Licence Order Form (See Section 14.5). A Class D licensee may not sell or exchange licences with another Class D licensee.

**SUBJECT: LICENCE HOURS**

**9.5 LICENCE HOURS**

**POLICIES**

- 9.5.1 Special Event licences are normally issued for specified hours between 10 a.m. and 3 a.m. each day the licence is in effect (see Subsection 9.5.7).
- 9.5.2 Liquor service must end no later than 2 a.m., and may be followed by a maximum one (1) hour period to consume served drinks.
- 9.5.3 For a Commercial Public Special Event licence, a maximum of two standard liquor servings may be sold or served to a patron after 1:00 a.m. (see Subsections 5.3.6 and 5.3.7).
- 9.5.4 All liquor must be removed from the licensed premises by 3 a.m., unless otherwise approved by the AGLC.

**GUIDELINES**

- 9.5.5 A single Special Event licence may include several related activities taking place on consecutive days. Examples are:
- a) a wedding, followed by a gift opening the next day;
  - b) a curling bonspiel;
  - c) a convention; or
  - d) other multi-day events as approved by the AGLC.
- 9.5.6 Licence hours may be split, with each time period followed by a maximum one (1) hour period to consume served drinks (e.g., liquor served from 2 p.m. to 5 p.m. with consumption allowed until 6 p.m.; then liquor served again from 9 p.m. to 2 a.m. with consumption allowed until 3 a.m.).
- 9.5.7 A licensee may request AGLC approval to provide liquor service before 10 a.m. The AGLC must approve the request beforehand. A request to provide liquor service before 6 a.m. will not be considered.



**SUBJECT: LOCATIONS FOR SPECIAL EVENTS**

**9.6 LOCATIONS FOR SPECIAL EVENTS**

**POLICIES**

9.6.1 The following locations are suitable for licensed Special Events:

- a) community halls;
- b) banquet rooms;
- c) meeting rooms;
- d) fenced areas;
- e) tents or other temporary structures, with the prior approval of local municipal authorities;
- f) schools/educational institutions, with the prior written approval of a school official (principal, trustee);
- g) buses, with the prior approval of the AGLC;
- h) Class A, B or C licensed premises, or a portion of the licensed premises, where the AGLC has approved a temporary suspension of the existing licence; and
- i) party rooms in multiple family residential complexes.

9.6.2 Licensed Special Events are not allowed at:

- a) sites where liquor would be consumed on the street (e.g., street dances or block parties);
- b) Class A, B or C licensed premises where the licence has been suspended by the AGLC;
- c) areas accessible to the general public;
- d) private residences or residential properties (applies to functions involving liquor sales only; see Section 9.6.3); and
- e) outdoor areas without a tent or other type of enclosure.

**SUBJECT: LOCATIONS FOR SPECIAL EVENTS**

**GUIDELINES**

- 9.6.3 A licence is not required for a non-sale function held in:
- a) a private residence; or
  - b) the party room of a residential complex, hosted by a resident.

**SUBJECT: ADVERTISING / ADMISSION / ATTENDANCE**

**9.7 ADVERTISING / ADMISSION / ATTENDANCE**

**POLICIES**

- 9.7.1 Events held under a Private Special Event licence must be restricted to members and invited guests. Advertising must only be directed to members and invited guests and cannot indicate the general public may attend the event.
- 9.7.2 Events held under a Public Special Event licence may be advertised to the general public. Tickets to public functions may be sold at ticket agencies, business outlets and kiosks in shopping malls.

**SUBJECT: LIQUOR PURCHASES AND RETURNS**

**9.8 LIQUOR PURCHASES AND RETURNS**

**POLICIES**

- 9.8.1 Homemade liquor must not be brought to, or consumed at, a licensed Special Event. . All liquor products must be purchased from Class D licensed premises including:
- a) Retail liquor stores;
  - b) General merchandise liquor stores;
  - c) General off sales; and
  - d) Manufacturer's off sales.
- 9.8.2 Receipts for all liquor purchases must be attached to the licence.
- 9.8.3 A Class D licensee from whom liquor was purchased for a Special Event function must accept for refund any liquor returned in an unopened, resalable container. A restocking fee may be charged.

**GUIDELINES**

- 9.8.4 If the issuer of a Special Event licence suspects homemade liquor or any other type of illegal liquor may be served at a Special Event, the Class D licensee should contact the AGLC immediately.
- 9.8.5 A Special Event Licensee may transport liquor purchased for the event to the location of the function up to 48 hours in advance and has 48 hours after the event to remove the liquor.

**SUBJECT: DEFINITIONS**

**10.1 DEFINITIONS**

**POLICIES**

10.1.1 In Sections 10 and 11:

- a) "Assessment" means a quarterly review of consumer demand for all VLT locations province-wide, conducted by the AGLC.
- b) "Authorized Signatory" means a person authorized to sign legal documents on behalf of an applicant or retailer.
- c) "Bank" means a chartered corporation or organization which provides financial services to individuals and businesses including, but not limited to, deposits, investments and loans.
- d) "Community" means:
  - i) a municipality, as defined by the *Municipal Government Act*:
    - a city, town, village, summer village, municipal district or specialized municipality;
    - a town under the *Parks Towns Act*; or
    - a municipality formed by special Act;
  - ii) a Métis Settlement established under the *Métis Settlement Act* (Alberta); or
  - iii) an Indian reserve, as determined by the Department of Indian and Northern Affairs Canada, located within the Province of Alberta.
- e) "Distributed Network" means the 6,000 VLTs allocated to Retailers across the Province.
- f) "Facility" means a continuous physical structure under a common roof normally identified by a single address, with the following exceptions:
  - i) an enclosed shopping centre (mall);
  - ii) a strip-type shopping centre with separate access for each business; or
  - iii) an office building.

**SUBJECT: DEFINITIONS**

- g) "GEC" or "Gaming Entertainment Centre" means a location with 15 – 30 VLTs installed.
- h) "GEC Retailer" means a retailer of a location with 15 - 30 VLTs installed.
- i) "i-LINK" means the i-LINK™ site controller.
- j) "Location" means a Class A Minors Prohibited licensed premises where VLTs are installed.
- k) "Net Sales" means cash-in less cash-out.
- l) "NSPTW" means Net Sales Per Terminal Week.
- m) "Plebiscite" means a question put to the electorate for a direct vote.
- n) "Quarter" means a three-month period in the financial calendar beginning January 1, April 1, July 1 or October 1.
- o) "Terminal" means Video Lottery Terminal (VLT).
- p) "Retailer" means the owner, licensee, and/or operator of a licensed premises in which VLTs are installed.
- q) "Single Game" means a single spin by the player producing an outcome where the player's wager on the spin results in a win with a prize being transferred to the player's credit meter, or where the player's wager is lost. In the case of a win, game mechanics may result in the game prize being accumulated (i.e. bonus or free spin(s) with the final outcome of the single game prize being transferred to the player's credit meter.
- r) "Supplied Equipment" means the Video Lottery Terminals, signs and Fixtures which may be provided by the AGLC;
- s) "Video Lottery Retailer Agreement" means the documented terms and conditions under which a Retailer agrees to operate VLTs.
- t) "VLT Retailer" means a retailer of a location with up to 10 VLTs installed.
- u) "VLT" means a Video Lottery Terminal that is located in the Distributed Network.

**SUBJECT: DEFINITIONS**

- v) "Wi-Fi" or "wireless fidelity" is a term describing certain types of wireless networks.
- w) "Wireless" means telecommunications in which electromagnetic waves (rather than some form of wire) carry the signal over part or the entire communication path. The distances involved may vary in length.

**SUBJECT: ELIGIBILITY**

**10.2 ELIGIBILITY**

**POLICIES**

10.2.1 The AGLC may consider a licensee's application to install VLTs on its licensed premises. To be eligible, an applicant must:

- a) have a valid Class A Minors Prohibited liquor licence; and
- b) operate a licensed premises which is:
  - i) open for business; and
  - ii) not be located in a community that prohibits VLT installations (see Sections 10.2.5 – 10.2.7).

10.2.2 Only one (1) Class A Minors Prohibited licensed premises per facility is eligible for VLT installation.

10.2.3 Where an applicant's licensed premises is located within a multi-business facility (e.g., a mall, strip-type shopping centre or office building), the following conditions also apply:

- a) There can be no overlap in directors, shareholders and/or management with any other Class A Minors Prohibited licensed premises located within the facility operating VLTs; and
- b) All Class A Minors Prohibited licensed premises with VLTs located within the facility must operate on a competitive basis.

10.2.4 A licensee whose application for VLTs is approved must operate within the terms and conditions of the Video Lottery Retailer Agreement and the policies within this Licensee Handbook.

10.2.5 When reviewing an application for a VLT installation within a community with no existing VLTs, the AGLC considers, among other factors, the level of community support or lack of support (e.g., as expressed in a plebiscite). The application may be denied if, in the opinion of the AGLC, the community does not support the installation.



**SUBJECT: ELIGIBILITY**

10.2.6 Under Section 7 of the GLA, the Minister may direct the AGLC to remove all VLTs from a community in which more than 50% voted in a plebiscite to have them removed, as per Section 95 of the *Local Authorities Election Act*.

10.2.7 In consideration of Sections 10.2.5 and 10.2.6, the following communities prohibit VLT installations:

- a) County of Lethbridge No. 26;
- b) Town of Lacombe;
- c) Municipal District of Opportunity No. 17;
- d) Regional Municipality of Wood Buffalo;
- e) Town of Canmore;
- f) Town of Coaldale;
- g) Town of Stony Plain;
- h) Town of Cardston;
- i) Town of Sylvan Lake; and
- j) Town of Rocky Mountain House.

**SUBJECT: APPLICATION PROCEDURES**

**10.3 APPLICATION PROCEDURES**

**POLICIES**

10.3.1 All applicants will be required to complete and submit the following prior to the installation of VLTs:

- a) Video Lottery Retailer Application Form;
- b) Certificate of Insurance Form;
- c) Financial Security Requirements - successful credit evaluation by the AGLC or an irrevocable letter of credit (LOC) in an amount determined by the AGLC (see Section 10.4);
- d) Pre-Authorized Debit (PAD) Form, void cheque or equivalent and an Account Verification Letter from financial institution;
- e) Signed Video Lottery Retailer Agreement;
- f) Video lottery floor plan (to be prepared by the AGLC);
- g) Site Electrical Requirements Form (new installations only); and
- h) Buyer and Seller Notifications - Change of Operator Forms (change of operators only).

See detailed requirements below (Note all forms are located in Section 14).

**Video Lottery Retailer Application Form**

10.3.2 The Video Lottery Retailer Application Form (see Section 14.18) must be completed and signed by an authorized signatory of the applicant.

10.3.3 An applicant that is a corporation or a partnership must be a legal entity registered in the Province of Alberta.

10.3.4 An applicant who is a sole proprietor or a partnership must be a Canadian citizen(s) or authorized to work in Canada.

**SUBJECT: APPLICATION PROCEDURES**

**Certificate of Insurance Form**

- 10.3.5 Retailers are required to maintain adequate insurance, as specified in the Video Lottery Retailer Agreement. An AGLC Certificate of Insurance Form (see Section 14.20) completed by the applicant's insurance company or broker must be provided as proof of adequate insurance.
- 10.3.6 The legal entity making the application must be named as the "insured" on the insurance policy.
- 10.3.7 The applicant must have commercial general liability insurance to cover themselves and their staff. Coverage must be a minimum of \$2 million inclusive per occurrence against bodily injury and property damage, including loss of use thereof.
- 10.3.8 The applicant must insure all Supplied Equipment and Fixtures provided by the AGLC. The property insurance coverage must be on an All Risk/Broad Form and Replacement Cost basis.
- 10.3.9 On the insurance policy, the AGLC must be named as a 'loss payable' for property insurance only with respect to all Supplied Equipment and Fixtures provided by the AGLC.

**Financial Security Requirements**

- 10.3.10 The applicant's legal entity must undergo a successful credit evaluation by the AGLC or provide an LOC to cover the AGLC's financial risk (see Section 10.4).

**Pre-Authorized Debit (PAD) Form**

- 10.3.11 To facilitate processing of AGLC invoices from the applicant's bank account, the applicant's authorized signatory must:
- a) complete and provide a PAD Form (see Section 14.19);
  - b) provide a void cheque or equivalent; and
  - c) provide an Account Verification Letter from the bank or financial institution with the account detail.

**SUBJECT: APPLICATION PROCEDURES**

**Video Lottery Retailer Agreement**

10.3.12 The applicant's authorized signatory must sign and submit to the AGLC two (2) original sets of the Video Lottery Retailer Agreement (see Section 14.22).

**Video Lottery Floor Plan**

10.3.13 The applicant's representative must sign and submit to the AGLC the original Video Lottery Floor Plan prepared by the AGLC (see Section 14.23).

**Site Electrical Requirements Form**

10.3.14 For new applicants only, the applicant's authorized signatory must complete a Site Electrical Requirements Form (see Section 14.24) confirming the location complies with the following VLT and Supplied Equipment electrical requirements.

- a) One (1) dedicated electrical circuit (115 volt 15 amp receptacle) is required at each of the following areas within the premises:
  - i) The i-LINK at the main bar; and
  - ii) The demarcation point (telephone/utility room), where the telephone line enters the building (within 1.2 metres of the router rack).
  
- b) At the VLT(s):
  - i) One (1) 15 amp/115 volt dedicated electrical outlet for every two (2) VLTs; or
  - ii) One (1) 20 amp/115 volt dedicated electrical outlet for every three (3) VLTs).

**Buyer and Seller Notifications - Change of Operator Forms**

10.3.15 Before the AGLC will begin to process a change of operator application, both the Seller's Notification and the Buyer's Notification forms must be received. (see Sections 14.26 and 14.27).

**SUBJECT: APPLICATION PROCEDURES**

**GUIDELINES**

10.3.16 Liquor licensees may apply to become a Video Lottery Retailer by:

- a) Contacting the AGLC Hotline; or
- b) Writing or faxing a request to the AGLC. Completed applications may be mailed or faxed to:

Alberta Gaming and Liquor Commission  
50 Corriveau Avenue  
St. Albert, Alberta  
T8N 3T5  
Fax: 780-447-8910  
Attention: Retail Networks

10.3.17 Assistance is available from the AGLC Hotline (see Section 10.23).

**SUBJECT: FINANCIAL SECURITY REQUIREMENTS**

**10.4 FINANCIAL SECURITY REQUIREMENTS**

**POLICIES**

**Credit Evaluation**

- 10.4.1 To be eligible for a credit evaluation, an applicant/retailer must have at least two (2) years of financial statements.
- 10.4.2 An applicant/retailer requesting a credit evaluation must provide to the AGLC:
- a) two (2) most recent years of financial statements prepared by a third party (i.e., CA, CMA or CGA); and
  - b) banking information on a Credit Evaluation Information form (see Section 14.21), completed by the applicant's authorized signatory and financial institution.
- 10.4.3 An applicant that does not pass the credit evaluation must provide an irrevocable letter of credit (LOC) or their application will be denied (see Section 10.4.5).
- 10.4.4 Credit evaluation results are retained by the AGLC and referenced on future applications from the applicant/retailer.

**Irrevocable Letter of Credit**

- 10.4.5 An applicant/retailer not eligible for a credit evaluation under Section 10.4.1, or that did not pass the credit evaluation, must provide an LOC from any chartered bank or other financial institution to meet the AGLC's financial security requirements. The LOC must:
- a) identify the legal entity of the applicant/retailer as "applicant" or "customer";
  - b) name the Alberta Gaming and Liquor Commission, 50 Corriveau Avenue, St. Albert, AB T8N 3T5 as "beneficiary";
  - c) state the dollar amount of the LOC (see Section 10.4.6);

**SUBJECT: FINANCIAL SECURITY REQUIREMENTS**

- d) be in effect for the time period specified in Section 10.4.8; and
- e) state “partial drawings are permitted”.

10.4.6 The AGLC determines the amount of the LOC, based on two (2) weeks average net invoice for the location (for existing locations), or \$3,000 per VLT (for new locations).

10.4.7 If the location is changing ownership, the amount of the LOC will be disclosed only after the AGLC has received Change of Operator notification forms from both the seller and the buyer (see Section 10.6.2).

10.4.8 The LOC must remain in effect:

- a) for a sole proprietorship or unregistered partnership – until the Video Lottery Retailer Agreement is terminated; or
- b) for a registered corporation or partnership – for a minimum of one (1) year, or until the retailer's legal entity undergoes a successful credit evaluation. The following conditions also apply:
  - i) the irrevocable letter of credit must be renewed each year unless it is automatically extended (preferred);
  - ii) the retailer may request a credit evaluation after one year, if it meets the eligibility requirements outlined in Section 10.4.1.

10.4.9 The AGLC may draw upon a retailer's LOC at any time to satisfy any payments owing to the AGLC under the Video Lottery Retailer Agreement.

**SUBJECT: VLT ALLOCATION**

**10.5 VLT ALLOCATION**

**POLICIES**

- 10.5.1 The Distributed Network is limited to a maximum of 6,000 VLTs in operation.
- 10.5.2 VLTs are allocated to applicants based on market demand and the applicant's ability to meet facility requirements and standards.
- 10.5.3 An applicant will not be considered for VLTs if the applicant:
- a) does not provide all of the applicant requirements (see Section 10.3) within a specified period of time;
  - b) has its liquor licence cancelled;
  - c) sells, leases, assigns or otherwise transfers the licensed premises to the control of another person or entity; or
  - d) is not open and operating.
- 10.5.4 A Video Lottery Retailer Agreement will not be terminated under Section 10.5.11c) if:
- a) the retail location is more than 25 kilometres away from the closest Retailer. The 25 km distance is measured as the radius from retail location to retail location; or
  - b) the Video Lottery Retailer Agreement was in effect six (6) months or less prior to the assessment date.

**Trial Network**

- 10.5.5 New VLT Retailers will be provided an opportunity to demonstrate consumer demand. VLT Retailers will be provided a sales target, set at a level equal to the second percentile (2%) of the most recent consumer demand assessment, which is based on Net Sales Per Terminal Week (NSPTW). The sales target must be exceeded by the end of an initial 26 week period. At the end of the initial 26 week period:



**SUBJECT: VLT ALLOCATION**

- a) the VLT Retailer of a location that is assessed above the sales target will progress from the Trial Network with future evaluations taking place under the standard criteria outlined in Section 10.5.11.
- b) the VLT Retailer of a location that is assessed at or below the sales target will receive written notice from the AGLC within 15 days of the initial assessment indicating that a second evaluation of 13 weeks will occur.
  - i) during the 13 week evaluation, the VLT Retailer will receive monthly notices indicating the status of its NSPTW.
  - ii) if, at the end of the 13 week assessment period, the VLT Retailer's location assessment:
    - is above the original sales target, the retailer will progress from the Trial Network with future evaluations taking place under the standard criteria outlined in Section 10.5.11; or
    - continues to be at or below the required sales target, the terminals will be removed and the Video Lottery Retailer Agreement will be terminated.

**Number of VLTs**

10.5.6 The AGLC determines the number and type of VLTs provided to an eligible VLT Retailer and may make adjustments from time to time, giving consideration to:

- a) a new VLT Retailer is provided up to three (3) VLTs for the initial installation.
- b) based on VLT availability and consumer demand (see Section 10.5.7), an established VLT Retailer may be provided additional VLTs periodically, to a maximum of 10 VLTs.
- c) a VLT Retailer with 10 VLTs will be notified by the AGLC if the location is eligible to become a Gaming Entertainment Centre (GEC) (see Section 11).

**SUBJECT: VLT ALLOCATION**

- 10.5.7 Retailers eligible for additional VLTs will be those with the highest consumer demand based on NSPTW, as determined through the most recent assessment (see Section 10.5.10).
- 10.5.8 Based on an assessment of the retail location, the AGLC will determine the terminal and game mix provided to eligible Retailers and may adjust the mix from time to time.
- 10.5.9 Additional VLTs may not be provided to a Retailer that qualifies under Sections 10.5.6b) and 10.5.6c) for the following reasons:
- a) a Retailer that has had VLTs removed due to a violation of VLT policies or a contravention of the Video Lottery Retailer Agreement is ineligible for additional VLTs during the six (6) month penalty period, commencing the date the VLTs are removed (see Section 10.22).
  - b) a Retailer that received additional VLTs due to performance in one (1) quarter will not be considered for additional VLTs in the following quarter.
  - c) a Retailer that has changed operators/owners in one (1) quarter will not be considered for additional VLTs in the following quarter.
  - d) the location:
    - i) has changed operators less than 13 weeks prior to the assessment date, or
    - ii) has been in operation less than 26 weeks prior to the assessment date.
- 10.5.10 Consumer demand is assessed at each VLT location on a quarterly basis in January, April, July and October, based on NSPTW, using 52 weeks of sales.
- 10.5.11 When a location with at least 26 weeks of sales is assessed in the bottom five (5) %, based on its NSPTW, the AGLC will send the Video Lottery Retailer written notice within 15 days of the assessment advising the following actions may be taken:
- a) a location with four (4) or more VLTs that is assessed in

**SUBJECT: VLT ALLOCATION**

the bottom five (5) % three (3) times in a one (1) year period may have up to two (2) VLTs removed.

- b) a location with three (3) VLTs that is assessed in the bottom five (5) % three (3) times within a one (1) year period, and whose last assessment was in the bottom two (2) % may have one (1) VLT removed.
- c) a location with two (2) or fewer VLTs that is assessed in the bottom five (5)% three (3) times within a one (1) year period, and whose last assessment was in the bottom two (2) % will have the terminals removed and the Video Lottery Retailer Agreement terminated.

10.5.12 A location that has had VLTs removed in one (1) quarter will not have VLTs removed in the following quarter.

10.5.13 When a Video Lottery Retailer Agreement is terminated under Section 10.5.5 or 10.5.11c), the AGLC will not consider a new application by the licensee for that location for at least six (6) months.

**GUIDELINES**

10.5.14 The AGLC provides the VLTs, fixtures and supplies necessary to operate VLTs in a licensed premises.

10.5.15 The AGLC may allocate VLTs based on an assessment of consumer demand and consideration of regional market conditions, such as:

- a) Temporary road closures;
- b) Plant closures; or
- c) Prolonged, adverse conditions in the area, such as drought or flooding.

**SUBJECT: SALE, TRANSFER OR ASSIGNMENT OF A VLT LOCATION**

**10.6 SALE, TRANSFER OR ASSIGNMENT OF A VLT LOCATION**

**POLICIES**

- 10.6.1 A Video Lottery Retailer Agreement is not transferable, and is automatically terminated and the VLTs disabled or removed whenever a location is sold, leased, assigned or otherwise transferred to the control of another person.
- 10.6.2 When a location is sold, the following documents must be submitted to the AGLC:
- a) "Sellers Notification – Change of Operator" form, to be completed and submitted by the existing Retailer (see Section 14.26); and
  - b) "Buyers Notification – Change of Operator" form, to be completed and submitted by the new operator (see Section 14.27).
- 10.6.3 A Retailer being issued a new liquor licence for the location must re-submit all documents related to VLT operations (see Sections 10.3 and 10.4). The VLT documents must be received at least two (2) weeks before the new liquor licence is issued.
- 10.6.4 When an application from a new operator is approved, the AGLC may enable all the existing VLTs at the location, or adjust the number of VLTs (see Section 10.5).
- 10.6.5 A new Video Lottery Retailer Agreement will not be considered if the location's VLT revenues were within the bottom two (2) % of the network in the previous year (see Section 10.5).

**GUIDELINES**

- 10.6.6 Retailers considering the sale of their premises must contact the AGLC Hotline (see Section 10.23) at least two (2) weeks prior to the location being sold, leased, assigned or otherwise transferred to the control of another person.

**SUBJECT: SALE, TRANSFER OR ASSIGNMENT OF A VLT LOCATION**

- 10.6.7 The AGLC may enter into a new Video Lottery Retailer Agreement with the new licensee if the new retailer:
- a) meets all retailer eligibility requirements (see Section 10.2); and
  - b) completes and submits a Video Lottery Retailer Application with all necessary documents to the AGLC (see Sections 10.3, 10.4 and 10.6.2).
- 10.6.8 A new Video Lottery Retailer Agreement may not be considered if the location has not progressed from the Trial network (see Section 10.5.5).
- 10.6.9 To avoid any interruption of VLT operations, a new operator should allow two (2) weeks for their retailer application to be processed.
- 10.6.10 A new operator wishing to relocate VLTs within the premise, in conjunction with their possession date for the location should refer to Section 10.7.
- 10.6.11 A new operator wishing to renovate in conjunction with their possession date for the location should refer to Section 10.8.
- 10.6.12 A change of operators will be scheduled only during regular business hours of the AGLC (see Section 10.23.3).

**SUBJECT: VLT RELOCATIONS WITHIN A RETAILER'S PREMISES**

**10.7 VLT RELOCATIONS**

**POLICIES**

10.7.1 In this Section:

- a) "relocation" means the permanent, physical removal of VLTs and/or Supplied Equipment from their installed position on a Retailer's premises to another position on the same premises, requiring electrical or communication rewiring; and
- b) "temporary relocation" means the short-term repositioning of VLTs and/or Supplied Equipment on a Retailer's premises to allow for physical improvements such as painting or carpet laying.

10.7.2 The relocation or temporary relocation of VLTs and/or the i-LINK on a Retailer's premises requires AGLC authorization. Prior to the relocation, the Retailer must contact the AGLC Hotline at least two (2) weeks in advance (see Section 10.23 for contact information).

10.7.3 All relocations and temporary relocations must be completed by AGLC employees or authorized agents.

10.7.4 A relocation or temporary relocation of an existing Retailer to a different facility will result in termination of the Video Lottery Retailer Agreement except in exceptional circumstances recognized by the AGLC, for example a fire or some other major, unexpected event beyond the control of the Retailer.

10.7.5 The Retailer is responsible for any damage to a VLT, i-LINK or Supplied Equipment during an unauthorized relocation, and must pay all repair or replacement costs (see Section 10.9).

10.7.6 The AGLC will arrange for the installation of all inside cabling to accommodate the relocation and operation of the VLTs and Supplied Equipment. The Retailer is responsible for all costs related to this installation.

**SUBJECT: VLT RELOCATIONS WITHIN A RETAILER'S PREMISES**

10.7.7 The Retailer is responsible to arrange for and provide the necessary electrical requirements to accommodate the relocation and operation of the VLTs and Supplied Equipment (see Section 10.3.14).

**GUIDELINES**

10.7.8 A minimum of two (2) weeks notification is required, otherwise priority charges for relocation and temporary relocation may apply.

10.7.9 For information on relocation costs, call the AGLC Hotline (see Section 10.23).

10.7.10 A relocation or temporary relocation will be scheduled only during regular business hours of the AGLC (see Section 10.23.3).

**SUBJECT: RENOVATION OR REPAIRS TO A VLT LOCATION**

**10.8 RENOVATION OR REPAIRS TO A VLT LOCATION**

**POLICIES**

10.8.1 In this section, “renovation” means physical improvements to a licensed premises which may or may not involve structural changes (i.e., painting, carpet laying, construction, etc.).

10.8.2 A Retailer must notify the AGLC in writing of:

- a) any repairs/renovations that require the location to close or for the VLTs to be relocated within the premises; or
- b) any structural change(s) planned for the location (AGLC advance approval is required – see Section 5.14); or
- c) any damages to the premises caused by fire, flood or other causes, which may result in the premises being closed.

See Section 10.23 for AGLC mail and fax information.

10.8.3 When a location must be closed for renovation or repairs:

- a) for an extended period of time but less than one (1) year, VLTs will be temporarily removed. VLTs will be re-installed as soon as possible, subject to availability, once the renovation or repairs are completed and the location re-opens for business; and
- b) for more than one (1) year, the AGLC may terminate the Video Lottery Retailer Agreement.

**GUIDELINES**

10.8.4 For information regarding the relocation or temporary relocation of VLTs and/or Supplied Equipment during renovation or repairs, see Section 10.7.

10.8.5 A relocation or temporary relocation will be scheduled only during regular business hours of the AGLC (see Section 10.23.3).



**SUBJECT: LIABILITY FOR LOSS OR DAMAGE / RELOCATION COSTS**

**10.9 LIABILITY FOR LOSS OR DAMAGE / RELOCATION COSTS**

**POLICIES**

- 10.9.1 A Retailer is liable for costs related to:
- a) lost, stolen or missing money from VLT operations;
  - b) replacement of damaged or stolen VLTs and/or Supplied Equipment;
  - c) lost or stolen keys, including the costs of key replacement and new locks; and
  - d) relocation of VLTs, and/or Supplied Equipment.
- 10.9.2 A Retailer must immediately report any loss or damage to VLTs, Supplied Equipment and/or keys to the AGLC Hotline (see Section 10.23).
- 10.9.3 The AGLC requires full payment within 30 days of the invoice date.

**GUIDELINES**

- 10.9.4 For information on replacement costs, contact the AGLC Hotline (see Section 10.23).

**SUBJECT: VLT OPERATIONS – GENERAL INFORMATION**

**10.10 VLT OPERATIONS – GENERAL INFORMATION**

**POLICIES**

10.10.1 The following persons are not allowed to play VLTs or Keno:

- a) minors (anyone under the age of 18 years);
- b) anyone who appears to be intoxicated by liquor or a drug;  
and
- c) staff members who are on duty.

10.10.2 The distance between a VLT and the nearest Automated Teller Machine (ATM) must be at least 4.5 metres (15 feet).

10.10.3 A Retailer is not permitted to grant credit to a player or provide a cash advance on a credit card.

10.10.4 Illegal gaming devices are prohibited at a VLT location.

10.10.5 VLTS are not permitted:

- a) in the same room where nude entertainment occurs;  
or
- b) in a room where nude entertainment may be viewed.

**Note:** This restriction applies whether or not the VLTs are enabled, disabled and/or covered up.

10.10.6 No person is allowed to tamper with the VLTs and/or the i-LINK.

10.10.7 No VLT promotion or giveaway may be offered to a player without the written consent of the AGLC.

10.10.8 Retailers must ensure a telephone is available in such proximity to the location of the VLTs and the i-LINK, so that staff on duty may simultaneously carry on a telephone conversation and receive instruction on the operation or maintenance of the Supplied Equipment.

**SUBJECT: VLT OPERATIONS – GENERAL INFORMATION**

**GUIDELINES**

10.10.9 Retailers and their staff must be familiar with and are encouraged to follow the Facility Standards and Best Practices as outlined in the VLT Operations Manual.

**SUBJECT: HOURS OF OPERATION**

**10.11 HOURS OF OPERATION**

**POLICIES**

10.11.1 VLTs may be operated:

- a) for a maximum of 17 hours daily between 10 a.m. and 3 a.m., seven (7) days per week; and
- b) only during the hours the location is open to the public and the Class A Minors Prohibited licence is in effect.

10.11.2 The Retailer's representative must contact the AGLC Hotline with any changes to their hours of operation. These hours of operation are subject to Section 10.11.1.

10.11.3 VLTs found to be operating outside of the hours identified in Section 10.11.2 will be disabled and not enabled again until the location's operating hours are changed in the AGLC's central computer system.

**SUBJECT: STAFF TRAINING**

**10.12 STAFF TRAINING**

**POLICIES**

10.12.1 A Retailer must ensure all staff responsible for operating VLTs receive training in:

- a) operation of i-LINK including validation of cash-out tickets;
- b) general maintenance of VLTs; and
- c) Reel Facts Responsible Gambling Program (mandatory component) (see Section 10.13.1).

10.12.2 Retailers at approved cross-validation sites must ensure all staff responsible for cross validating VLT cash out tickets from another location receive instruction in cross-validation procedures.

10.12.3 At least one (1) staff member must be available to cash out customer tickets during operating hours.

**GUIDELINES**

10.12.4 To request VLT training, contact the AGLC Hotline (see Section 10.23).

**SUBJECT: RESPONSIBLE GAMBLING PROGRAM**

**10.13 RESPONSIBLE GAMBLING PROGRAM**

**POLICIES**

- 10.13.1 The AGLC Responsible Gambling Training Program for Retailers and their staff is mandatory.
- 10.13.2 All staff having any involvement with VLTs must successfully complete the “Reel Facts” Responsible Gambling Awareness Training within 30 days of commencement of employment. An examination is part of the program and a passing grade must be achieved.
- 10.13.3 Retailers must post the “Responsible Gambling” sign on the premises. The sign must be current and in good condition. For more information regarding signage, see Section 10.15.
- 10.13.4 Retailers must display the Player Information pamphlets and Problem Gambling cards provided by the AGLC.
- 10.13.5 A new Retailer has three (3) months to comply with Responsible Gambling Program requirements noted in Sections 10.13.2 and 10.13.3. Failure to comply will result in a warning letter. If the Retailer does not comply within three (3) months of the date of the warning letter, the AGLC may terminate the Video Lottery Retailer Agreement and remove all VLTs from the premises.
- 10.13.6 A Retailer that receives two (2) or more warning letters within a three (3) year period may have their Video Lottery Retailer Agreement terminated and all VLTs removed.
- 10.13.7 The “Reel Facts” certification card is in effect for five (5) years from the date on the card. All individuals must complete the “Reel Facts” training program upon their card’s expiration.
- 10.13.8 “Reel Facts” certification cards must be presented upon request for review by the AGLC.

**SUBJECT: RESPONSIBLE GAMBLING PROGRAM**

**GUIDELINES**

10.13.9 Retailers and staff may take the “Reel Facts” training through two methods:

- a) On-line version:
  - i) “Reel Facts” may be accessed via the AGLC website under SMART Training Programs at [smartprograms.aglc.ca](http://smartprograms.aglc.ca).
  - ii) a pass or fail grade will immediately be provided to the individual after completion of the examination.
  - iii) individuals successfully completing the exam will be mailed a “Reel Facts” certification card.
- b) Self Directed version:
  - i) only Retailers who do not have access to the internet will be eligible to take “Reel Facts” via the self directed version. Retailers who request the self directed version must contact the AGLC Hotline.
  - ii) Retailers approved to take “Reel Facts” through the self directed version will receive a copy of an instructional CD with participant materials and examinations. Retailers are responsible for reviewing the materials with their staff and providing the examination.
  - iii) the Retailer will return the examinations and the names (printed) of the staff completing the course to the AGLC.
  - iv) individuals successfully completing the exam will be mailed a “Reel Facts” certification card.

**SUBJECT: SECURITY STANDARDS**

**10.14 SECURITY STANDARDS**

**POLICIES**

- 10.14.1 There must be a direct line of sight from the main liquor service area to the VLT gaming area. If the front of the VLTs is not visible, the VLT Retailer must install a mirror or a camera with a monitor at the main liquor service area.
- 10.14.2 The Retailer will immediately notify the AGLC of any suspicious activity or any activity which may be deemed to have a wrongful intent by contacting the Gaming Irregularities Complaint Line or the AGLC Hotline (see Section 10.23).

**GUIDELINES**

- 10.14.3 VLT paper supplies are required to be handled and stored in accordance with AGLC procedures.
- 10.14.4 The VLT float should be kept separate from other cash, in a lockable cash box stored in a secure area. The VLT float should be routinely verified and balanced at change of shift and closing. Separate floats may be used for large payouts.
- 10.14.5 Upon request, Retailers should escort a player with large sums of money to his/her vehicle.
- 10.14.6 Upon request, Retailers should make large payouts to players by cheque.
- 10.14.7 If more than one person requires access to VLT keys, the keys should be stored in a locked area. A log is used for signing the keys in and out.
- 10.14.8 AGLC Inspectors will regularly visit a VLT premises to ensure all security standards are met and to advise the Retailer and staff on all aspects of security.



**SUBJECT: SIGNAGE, ADVERTISING AND PROMOTIONS**

**10.15 SIGNAGE, ADVERTISING AND PROMOTIONS**

**POLICIES**

10.15.1 The following signs and notices provided by the AGLC must be posted in the premises in clear public view, unless otherwise noted:

- a) "This location has applied for VLTs" (prior to VLT installation);
- b) "Your games. Your choice.";
- c) "Robbery Procedures" (for the information of staff only, to be posted in an area out of public view); and
- d) any other information the AGLC may provide to a Retailer for posting.

10.15.2 Failure to post signs as directed by the AGLC may result in penalties up to and including termination of the Video Lottery Retailer Agreement and the removal of the VLTs and Supplied Equipment.

10.15.3 VLT Retailer advertising must be limited to the message VLTs are available for play at the location. Any advertising or promotional materials that appear to encourage VLT play are not allowed.

10.15.4 Advertising or promotional material that refer to VLTs as slot machines or the VLT location as a casino are prohibited.

10.15.5 Proposed advertising or promotional materials must be approved in advance by the AGLC. Advertising and/or promotional materials used without AGLC approval will be removed. The Retailer may also face penalties as outlined in Section 10.22.1.

**GUIDELINES**

10.15.6 Retailers requiring any of the signage or notices specified in Section 10.15.1 should contact the AGLC Hotline (see Section 10.23).

**SUBJECT: GAME STRUCTURE**

**10.16 GAME STRUCTURE**

**POLICIES**

- 10.16.1 A variety of games are offered on VLTs. Game instructions and pay-out tables are available on each terminal.
- 10.16.2 The pay-out may vary by game and the network will average approximately 92%.
- 10.16.3 The minimum and maximum bet may vary by game.
- 10.16.4 The maximum prize that can be won in a Single Game may vary by game and will not exceed \$10,000.
- 10.16.5 When a series of individual prize awards of \$1,250 or less result in a terminal balance of \$1,250 or more, the VLT automatically produces a cash-out ticket of \$1,250.
- 10.16.6 For individual prize awards over \$1,250, the VLT automatically produces a cash-out ticket of a value equal to the individual prize award.
- 10.16.7 For both Sections 10.16.5 and 10.16.6, players will receive one (1) cash-out ticket leaving the remaining balance on the terminal until either played or cashed-out.
- 10.16.8 All game hardware and software are tested by an approved independent gaming laboratory prior to installation in the VLTs to verify the pay-out percentage conforms to the approved range.
- 10.16.9 A VLT malfunction voids all plays and all pay-outs.

**GUIDELINES**

- 10.16.10 Player disputes should be directed to Gaming Irregularities (see Section 10.23). The AGLC investigates all complaints.

**SUBJECT: PAYMENT OF VLT CASH-OUT TICKETS**

**10.17 PAYMENT OF VLT CASH-OUT TICKETS**

**POLICIES**

- 10.17.1 A Retailer must keep an adequate cash float to, upon validation, pay-out all cash-out tickets of a face value less than or equal to \$1,250.
- 10.17.2 A cash-out ticket must be immediately validated and paid when presented, subject to the following conditions:
- a) A cash-out ticket with a face value less than or equal to \$1,250 must be redeemed at the location where it was issued.
  - b) A cash-out ticket with a face value in excess of \$1,250 may be redeemed at the location where it was issued or at an AGLC approved cross-validation site.
  - c) A Retailer that is not an AGLC approved cross-validation site may choose not to pay-out a cash-out ticket of a face value in excess of \$1,250. In this case, the retailer must direct the player to an approved AGLC cross-validation site for payment in full (see Section 10.18).
  - d) A cash-out ticket may be redeemed by the player for up to thirty (30) days from the date of issue (see Section 10.17.3).
- 10.17.3 A player presenting a cash-out ticket issued more than thirty (30) days prior should be directed to call Gaming Irregularities (see Section 10.23).
- 10.17.4 Failure to pay out winnings as stipulated in Section 10.17.1 may result in penalties as outlined in section 10.22.1.
- 10.17.5 To assist in ensuring prizes are paid to the person who is named on the back of the cash-out ticket, a Retailer will, for cash-out tickets originating at their site and in excess of \$1,250 that are not paid out the same day issued:
- a) Check the back of the ticket to see if the claimant name has been printed on the space provided;

**SUBJECT: PAYMENT OF VLT CASH-OUT TICKETS**

- b) If a name has been printed on the back of the ticket, ask the claimant for an acceptable form of I.D. (see Section 5.5.9 a) – d)) and confirm that the name on the back of the cash-out ticket is the same name that appears on the I.D.; and
- c) Where a discrepancy exists, the Retailer should not pay the prize and contact the AGLC Hotline (see Section 10.23) to report the incident and seek further instructions.

**GUIDELINES**

10.17.6 As a means of providing excellent customer service, Retailers should consider maintaining an adequate cash float enabling them to pay-out all cash-out tickets presented by players.

**SUBJECT: CROSS-VALIDATION**

**10.18 CROSS-VALIDATION**

**POLICIES**

- 10.18.1 The AGLC will select and approve a number of cross-validation sites throughout the Province for the purpose of validating and paying out VLT cash-out tickets of a value exceeding \$1,250 that could not be paid at the originating retail site.
- 10.18.2 Cross-validation site selection will be based on an assessment by the AGLC including, but not limited to:
- a) Market coverage to meet player needs; and
  - b) The retailer's ability to provide the services of a cross-validation site.
- 10.18.3 Cross-validation retailers must complete and submit a consent form (Consent to Records Check – Form REG/GAM 5594) to allow the AGLC to conduct criminal and financial indices checks.
- 10.18.4 Cross-validation retailers must maintain a sufficient float to:
- a) Pay, upon validation, all cash-out tickets originating from their own retail site; and
  - b) Pay, upon validation, cash-out tickets of a value exceeding \$1,250 originating from another VLT site.
- 10.18.5 A player presenting a cash-out ticket issued more than thirty (30) days prior should be directed to call Gaming Irregularities (see Section 10.23).
- 10.18.6 To assist in ensuring prizes are paid to the person who is named on the back of the cash-out ticket, a cross-validation retailer will, for all cash-out tickets originating from another VLT site:
- a) Check the back of the ticket to see if a name has been printed on the space provided;

**SUBJECT: CROSS-VALIDATION**

- b) If a name has been printed on the back of the ticket, ask the claimant for an acceptable form of I.D. (see Section 5.5.9 a) – d)) and confirm that the name on the back of the cash-out ticket is the same name that appears on the I.D.; and
- c) Where a discrepancy exists, the Retailer should not pay the prize and contact the AGLC Hotline (see Section 10.23) to report the incident and seek further instructions.

**SUBJECT: CASH-OUT TICKET RETENTION AND DESTRUCTION**

**10.19 CASH-OUT TICKET RETENTION AND DESTRUCTION**

**GUIDELINES**

10.19.1 Cash-out tickets should be retained for a period of 30 days from the date of validation, after which time they may be destroyed.

10.19.2 After the 30 day retention period has lapsed, the validated cash-out tickets should be destroyed. Shredding is the recommended method of destruction subject to the following standards:

- a) Straight cut – 3mm or less; or
- b) Cross cut – 4mm or less.

Shredded materials may then be disposed of.

**SUBJECT: REMUNERATION**

**10.20 REMUNERATION**

**POLICIES**

10.20.1 Retailers are provided a commission based on a percentage of VLT net sales (cash-in less cash-out) per week. The commission rate is set by the AGLC and is 15% of net sales

10.20.2 A Retailer's commission is paid weekly.



**SUBJECT: PAYMENT TO THE AGLC**

**10.21 PAYMENT TO THE AGLC**

**POLICIES**

- 10.21.1 All cash received from VLTs, less winnings paid, is the property of the AGLC. The AGLC will provide each Retailer with an invoice via the i-LINK every Monday indicating the exact amount payable. If Monday is a statutory holiday, the invoice will be provided the next business day.
- 10.21.2 The exact amount payable from the invoice must be:
- a) deposited in the Retailer's designated bank account the day the invoice is received, during business banking hours; and
  - b) available for processing to the AGLC.
- 10.21.3 If the AGLC receives a notice of non-sufficient funds (NSF) or any other item returned by the bank, the Retailer must:
- a) make payment to cover the returned item within 24 hours of being notified, in the manner requested by the AGLC, or the VLTs will be disabled;
  - b) immediately provide an irrevocable letter of credit in an amount determined by the AGLC (see Section 10.4) and in effect for at least 24 months from the date of the returned item; and
  - c) pay any service charges determined by the AGLC.
- 10.21.4 A Retailer who fails to deposit the full amount payable on time may have their Video Lottery Retailer Agreement terminated and the VLTs and Supplied Equipment removed.
- 10.21.5 A Retailer who has no further payment problems for two (2) years following an NSF notice or other returned item may request a credit evaluation to review the need for the irrevocable letter of credit (see Section 10.4).
- 10.21.6 A Retailer is responsible to inform the AGLC Hotline of any change to their designated bank account (see Section 10.23).

**SUBJECT: PAYMENT TO THE AGLC**

10.21.7 A credit evaluation is based upon a review of recent banking and credit activities. The AGLC requires two (2) comparative years of financial statements prepared by a third party (i.e., CA, CMA or CGA) and banking information for the most recent twelve (12) month period.

- a) If a Retailer passes the credit evaluation, the AGLC returns the irrevocable letter of credit to their bank or financial institution.
- b) If the credit evaluation is unsuccessful, the Retailer is notified the irrevocable letter of credit must stay in effect.

**SUBJECT: VIOLATION OF AGLC POLICIES**

**10.22 VIOLATION OF AGLC POLICIES**

**POLICIES**

10.22.1 Violation of AGLC policies and guidelines may result in any of the following:

- a) termination of the Video Lottery Retailer Agreement by the AGLC with or without cause;
- b) election to remove one or more VLTs; or
- c) suspension of the Video Lottery Retailer's ability to operate the supplied equipment.

The Retailer will receive written notice from the AGLC of the violation and penalty.

10.22.2 A Retailer whose Video Lottery Retailer Agreement is cancelled is ineligible to re-apply for VLTs for the same location for a minimum of six (6) months.

**GUIDELINES**

10.22.3 A Retailer who has had one (1) or more terminals removed due to a violation may ask the AGLC, in writing, to return the VLTs after the penalty period has ended. After this time, the AGLC may consider returning the terminals as VLTs become available.

**SUBJECT: CONTACTS**

**10.23 CONTACTS**

**GUIDELINES**

10.23.1 For inquiries and assistance related to VLTs, call:

- a) AGLC Hotline: 1-800-561-4415  
Fax: 403-740-7014
- b) Gaming Irregularities: 1-800-742-7818
- c) Alberta Health Services  
Addictions Help Line: 1-866-332-2322

10.23.2 See Section 1.3 for AGLC office contact information.

10.23.3 AGLC regular business hours are 8:00 a.m. to 4:00 p.m. -  
Monday to Friday, excluding statutory holidays,

**SUBJECT: GENERAL INFORMATION**

**11.1 GENERAL INFORMATION**

**POLICIES**

- 11.1.1 A Gaming Entertainment Centre (GEC) is considered to be a destination gaming facility with between 15 and 30 VLTs and is therefore subject to enhanced facility standards as outlined in Section 11.
- 11.1.2 A GEC will not be located in a community that, through a plebiscite, voted to have VLTs removed from the community (see Section 10.2.7).
- 11.1.3 Unless otherwise specified, all policies related to Video Lottery (Section 10) and Class A Minors Prohibited licences (Section 3.2) apply to GECs (see Section 10.1 for VLT definitions).
- 11.1.4 Licensed gaming facilities may not combine the provisions of a GEC as part of their existing gaming floor.
- 11.1.5 A GEC Retailer must notify the AGLC immediately of any change in financial interest, operator (see Section 11.4) or key executive or staff such as the business or property manager.

**SUBJECT: ELIGIBILITY**

**11.2 ELIGIBILITY**

**POLICIES**

- 11.2.1 The AGLC will notify a VLT Retailer when they are eligible to become a GEC. Eligibility is determined on an assessment of consumer demand at the location (see Section 10.5) and VLT availability.
- 11.2.2 To be eligible to become a GEC, a VLT Retailer must:
- a) meet all eligibility criteria for VLT installations (see Section 10.2);
  - b) have a current Video Lottery Retailer Agreement with the AGLC;
  - c) operate 10 VLTs at its location; and
  - d) meet facility standards specified by the AGLC.
- 11.2.3 A background investigation and audit is conducted to verify retailer eligibility (i.e., a background/due diligence investigation, see Section 11.3).

**SUBJECT: BACKGROUND/DUE DILIGENCE INVESTIGATION**

**11.3 BACKGROUND/DUE DILIGENCE INVESTIGATION**

**POLICIES**

11.3.1 Eligible VLT Retailers are provided with a list of requirements that must be met prior to becoming a GEC. The AGLC reviews all submitted requirements for approval.

11.3.2 A thorough background/due diligence investigation is conducted to verify the eligibility of:

- a) a VLT Retailer who meets the criteria in Section 11.2.2, has been notified by the AGLC they are eligible for a GEC and applies in writing. The applicant must be:
  - i) an adult proprietor or partner who is at least 18 years of age and a Canadian citizen or lawfully admitted to Canada for permanent residence;
  - ii) a corporation, incorporated or continued by or under the *Business Corporations Act*, *Companies Act*, *Societies Act*, or any other enactment, or registered under Part 21 of the *Business Corporations Act* or Part 9 of the *Companies Act* (a corporation includes the officers and directors of the corporation); or
  - iii) a partner in a partnership registered in Alberta under the *Partnership Act* (the background of each partner will be investigated);
- b) a new operator of a location with an existing GEC;
- c) a person or entity that has acquired a financial interest in an existing GEC location [a financial interest less than five (5)% may be exempt]; and/or
- d) any other key person associated with or connected to the retailer/applicant, as determined by the AGLC, such as:
  - i) the operations manager of the GEC;
  - ii) the property manager of the GEC;
  - iii) staff working at the location;

**SUBJECT: BACKGROUND/DUE DILIGENCE INVESTIGATION**

iv) an individual holding any position related to the retailer/applicant's business, as specified by the AGLC;

v) in the case of a proprietor or partnership applicant:

- their spouse or any other person living with them in an inter-dependent relationship;
- any person related to the applicant or their spouse who is living in the same household;
- any corporation controlled by the retailer/applicant; the corporation's officers and directors and any person or entity that has a financial interest in the corporation (see Section 11.3.11);
- any corporation affiliated with a corporation controlled by the retailer/applicant, the affiliated corporation's officers and directors, and any person or entity having a financial interest in the affiliated corporation (see Section 11.3.11).

vi) in the case of a corporation applicant, or a partnership applicant where one or more of the partners is a corporation:

- any other corporation affiliated with the retailer/applicant corporation, the affiliated corporation's officers and directors; and
- any person or entity that has a financial interest in the affiliated corporation.

11.3.3 The retailer/applicant must ensure all information and documents requested by the AGLC are provided within the specified timeframe, or the application may be denied.

11.3.4 A applicant must meet all requirements for a GEC (legislative, regulatory, policy and municipal or local) to be approved. See Reasons for Refusal, below.



**SUBJECT: BACKGROUND/DUE DILIGENCE INVESTIGATION**

11.3.5 A GEC Retailer must notify the AGLC immediately of any change in financial interest, operator or key executive or staff, such as the business or property manager.

**Reasons for Refusal**

11.3.6 The AGLC may refuse to allow a VLT Retailer to have a GEC if the applicant or any of their staff or associates fails to pass a records check (see Section 11.3.13).

11.3.7 The AGLC may refuse to allow a VLT Retailer to have a GEC and may terminate the Video Lottery Retailer Agreement if satisfied the VLT Retailer, any of their staff or associates, or any person or entity connected to the VLT Retailer:

- a) has not acted or may not act lawfully, with honesty and integrity or in the public interest, based on their past conduct;
- b) would jeopardize the integrity or lawful conduct of provincial gaming, lottery or liquor activities;
- c) has a background, reputation and/or associations that may cause adverse publicity for the gaming or liquor industry in Alberta; or
- d) has, within the five (5) years prior to being notified of eligibility for a GEC, contravened:
  - i) the GLA or the GLR;
  - ii) a predecessor of the GLA or the GLR; or
  - iii) a condition imposed on a licence or registration issued or made under the GLA or a predecessor of the GLA.

11.3.8 The AGLC may refuse to allow a VLT Retailer to have a GEC if, within the five (5) years prior to being notified of eligibility for a GEC, the VLT Retailer, any of the retailer's staff or associates that was issued a licence or registration under the GLA, a predecessor of the GLA or a foreign authority has had the licence or registration cancelled by the issuing authority. Further, the AGLC may cancel the Video Lottery Retailer Agreement.

**SUBJECT: BACKGROUND/DUE DILIGENCE INVESTIGATION**

11.3.9 Notwithstanding Sections 11.3.6 – 11.3.8, the AGLC may refuse to allow a VLT Retailer to have a GEC.

**GUIDELINES**

11.3.10 The AGLC conducts background/due diligence investigations to prevent criminal interests or any person who would jeopardize the integrity of lawful gaming and liquor in Alberta from becoming involved in operating or benefiting from a GEC.

11.3.11 A corporation is controlled by a person or entity if:

- a) the person or entity controls, either directly or indirectly (but not by security only), securities representing more than 50% of the votes required to elect the directors of the corporation, and the votes are sufficient to elect a majority of the directors; or
- b) the person or entity has a direct or indirect influence on the corporation which, if exercised, would result in control (in fact) of the corporation.

11.3.12 A corporation is affiliated with another corporation if:

- a) one (1) of the corporations controls the other; or
- b) both of the corporations are controlled by the same person or entity.

11.3.13 A person will fail to pass a records check if the person has:

- a) at any time been charged with or convicted of:
  - i) an offence under the *Criminal Code* (Canada), the *Excise Act* (Canada), the *Food and Drugs Act* (Canada) or the *Controlled Drugs and Substances Act* (Canada); or
  - ii) an offence under a foreign act or regulation that, in the Board's opinion, is substantially similar to an offence described in Section 11.3.13a i);

that, in the AGLC's opinion, is sufficiently serious to detract from the integrity of lawful gaming, lottery and/or licensed liquor activities in Alberta; or

**SUBJECT: BACKGROUND/DUE DILIGENCE INVESTIGATION**

- b) within the five (5) years prior to the application date, been in prison serving a term of three (3) years or more.

**SUBJECT: CHANGE IN FINANCIAL INTEREST OR OPERATOR**

**11.4 CHANGE IN FINANCIAL INTEREST OR OPERATOR**

**POLICIES**

11.4.1 A GEC Retailer with an existing Video Lottery Retailer Agreement that proposes to allow another person or entity to acquire a financial interest [as defined in Section 1(1)(e) of the GLR] in the retailer's legal entity, business or GEC through an arrangement other than a sale, transfer or assignment must obtain AGLC approval in advance. The AGLC may:

- a) approve the proposal without conditions;
- b) approve the proposal subject to conditions;
- c) approve the proposal subject to changes to existing conditions; or
- d) refuse to approve the proposal.

Where the AGLC refuses to approve the proposal and the GEC Retailer proceeds with the arrangement, the AGLC may cancel the Video Lottery Retailer Agreement.

11.4.2 The existing Video Lottery Retailer Agreement is terminated on the day the liquor licence is cancelled due to a change of operator.

11.4.3 Where a sale, transfer or assignment of 5% or greater interest in the part of a GEC Retailer's business (as authorized by the liquor licence) results in a change of operator, the AGLC may approve the new operator to remain as a GEC. The new operator must:

- a) meet all GEC Retailer eligibility requirements; and
- b) undergo a thorough background/due diligence investigation (see Section 11.3).

11.4.4 When the new operator is approved, the AGLC may adjust the number of VLTs.

11.4.5 New operators are responsible for the cost associated with the due diligence investigation.

**SUBJECT: VLT ALLOCATION**

**11.5 VLT ALLOCATION**

**POLICIES**

- 11.5.1 A GEC Retailer, based on a quarterly assessment of consumer demand (see Section 10.5):
- a) may be provided additional VLTs to a maximum of 30, subject to availability and the capacity of the GEC; or
  - b) may have VLTs removed as follows:
    - i) a GEC with 17 or more VLTs may have up to two (2) VLTs removed;
    - ii) a GEC with 16 VLTs may have one (1) VLT removed; and
    - iii) a GEC with 15 VLTs may have five (5) VLTs removed. In this case, the location will no longer be considered a GEC (see Section 10).

**SUBJECT: PHYSICAL LAYOUT AND OPERATING REQUIREMENTS**

**11.6 PHYSICAL LAYOUT AND OPERATING REQUIREMENTS**

**POLICIES**

- 11.6.1 A VLT Retailer must submit design plans for a GEC to the AGLC Gaming Products and Services Division for approval in advance.
- 11.6.2 A GEC must have:
- a) a designated VLT gaming area;
  - b) a cashier area;
  - c) a bar;
  - d) a dining area with table service that meets the food service requirements of a Class A Minors Allowed licence (see subsection 5.4). Full-menu dining service must be available to patrons until 11 p.m.;
  - e) an entrance area;
  - f) closed-circuit television (CCTV) cameras;
  - g) a secured CCTV monitoring area/room;
  - h) a secured CCTV DVR storage area/room;
  - i) washrooms (preferably located within the GEC or next to it); and
  - j) at least three (3) other types of entertainment for patrons that comply with the Entertainment and Games Schedule or are otherwise approved by the AGLC (e.g., billiards, television viewing, amusement games, etc.; see subsection 5.10).
- 11.6.3 The floor area of a GEC must be allocated as follows:
- a) at least 2.3 sq. metres (25 square feet) for each VLT within the VLT gaming area; and
  - b) at least 60 % of total usable floor space for public use outside the VLT gaming area (i.e., dining area, bar, entrance, cashier area, etc.).

**SUBJECT: PHYSICAL LAYOUT AND OPERATING REQUIREMENTS**

**Note:** Do not include hallways, kitchen(s), washrooms and any other "back of house" areas in this calculation.

- 11.6.4 Additional structural requirements for a GEC are:
- a) minimum of 4.5 metres (15 feet) between a VLT and the nearest Automated Teller Machine (ATM);
  - b) minimum ceiling height of three (3) metres (10 feet) above the VLT gaming area;
  - c) electrical requirements for VLTs and Supplied Equipment are outlined in section 10.3.14; these electrical outlets must not be accessible to players or other patrons ;
  - d) adequate lighting for the safety of players and staff and to ensure proper viewing by security cameras;
  - e) kitchen in the same facility as the GEC (not necessarily within the GEC itself) and accessible to GEC dining staff;
  - f) VLT gaming area in plain view of the entrance and cashier area; and
  - g) easily accessed, clearly marked entrance to the GEC from the outside and/or the building lobby.
- 11.6.5 VLTs must not be readily visible from outside the GEC.
- 11.6.6 There must be no direct access to a GEC from an adjacent licensed premises.
- 11.6.7 The physical layout of a GEC must also comply with Class A Minors Prohibited licence requirements (see subsection 3.2).
- 11.6.8 The written approval of the AGLC is required for all new construction or renovation to a VLT location (see subsection 10.8). Any construction or renovation undertaken without AGLC approval or before the retailer background/due diligence investigation is completed (see subsection 11.3) is done at the retailer's own risk.

**SUBJECT: PHYSICAL LAYOUT AND OPERATING REQUIREMENTS**

**GUIDELINES**

- 11.6.9 If the approved physical layout is changing due to renovation plans, the GEC Retailer will be required to submit renovation design plans to the AGLC for approval prior to commencing the renovations (see Section 10.8).



**SUBJECT: HOURS OF OPERATION**

**11.7 HOURS OF OPERATION**

**POLICIES**

- 11.7.1 A GEC must be open to the public for a minimum of 14 hours per day, Monday through Sunday, except statutory holidays. Maximum hours are the same as for a VLT location (see subsection 10.11).
- 11.7.2 Any change in operating hours must be approved in advance by the AGLC.

**SUBJECT: STAFFING REQUIREMENTS**

**11.8 STAFFING REQUIREMENTS**

**POLICIES**

- 11.8.1 At least one (1) staff member must be available to pay VLT cash-out tickets during operating hours to serve VLT players and non-gambling patrons.

**GUIDELINES**

- 11.8.2 VLT staff training requirements are described in Section 10.12.

**SUBJECT: SECURITY STANDARDS**

**11.9 SECURITY STANDARDS**

**POLICIES**

11.9.1 A GEC Retailer must have a surveillance plan which includes:

- a) a floor plan of the gaming and cashier area of each location, showing the placement of all surveillance equipment; and
- b) a description of the surveillance equipment and its capabilities for each location, including the types of activities that are recorded and the periods of time for which the recordings of activities are kept.

11.9.2 A GEC Retailer must notify the AGLC Hotline (see Section 10.23) if they suspect, or have evidence of, the following:

- a) cheating at play;
- b) theft by patrons or staff;
- c) robbery or attempted robbery in the GEC;
- d) passing of counterfeit currency;
- e) any breach of security or procedures; or
- f) other activity which is inconsistent with or in violation of the Video Lottery Retailer Agreement.

11.9.3 Any video or digital recordings related to the activities listed in Section 11.9.2 must be retained until directed otherwise by an AGLC Investigator/Inspector.

**Closed Circuit Television (CCTV) System Requirements - General**

11.9.4 The GEC Retailer shall provide a colour CCTV (closed circuit television system) that has:

- a) A closed circuit colour TV camera system with all cameras linked to a secure area such as a secure office or lockable cabinet. Other links within the GEC can only be made to this secure area with AGLC approval.

**SUBJECT: SECURITY STANDARDS**

- b) Each video camera shall be installed in a manner that will prevent it from being readily obstructed, tampered with or disabled.
- c) All cameras dedicated to the VLT gaming area must be enclosed in ceiling domes;
- d) All cameras must be linked to video recorders direct or via quad or matrix switchers and be recorded in real time (30 images per second) with date and time generation. Digital recording units must meet the following minimum standards:
  - the digital video recording device (DVRD) shall record at 30 images per second per camera with a minimum pixel image common interchange format (CIF) recording;
  - the DVRD shall provide for seven (7) days continuous storage for each and all cameras attached to it in the VLT gaming floor area;
  - the DVRD may house a built-in Security Data Container (SDC) or utilize external storage devices such as a Network Attached Storage (NAS) device or Redundant Array of Independent Disks (RAID) attached storage; and
  - the DVRD shall be capable of archiving information data to a CD, DVD or Flash Drive in compressed, authenticable format. A viewing or playback tool must also be available to review this video, as well as a method for ensuring the authenticity of the video excerpt.

11.9.5 The use of a Wi-Fi network within the GEC must be approved by AGLC. This network must be for non-gaming purposes, such as in the administrative office (e.g. staff use a wireless network for laptops, printers, scanners etc.).

11.9.6 Cameras dedicated to the VLT gaming area must be capable of being viewed full screen on a 19 inch or larger colour monitor. No public viewing is allowed.

**SUBJECT: SECURITY STANDARDS**

11.9.7 All equipment must be maintained and be in proper working order. The AGLC must be notified if CCTV coverage falls below these minimum standards.

**Camera Requirements**

11.9.8 The minimum ratio of cameras to VLTs in a GEC is one (1) camera per three (3) VLTs, unless otherwise authorized by the AGLC.

11.9.9 Cameras must:

- a) have a minimum of 480 lines resolution; and
- b) be positioned to:
  - i) provide surveillance of all VLT machines;
  - ii) avoid any blind spots (areas without surveillance) in the VLT gaming area; and
  - iii) allow clear identification of staff, players and other patrons.

11.9.10 A dedicated camera must be installed so there is complete full time coverage of each entry/exit (not required for "emergency only" exits) with sufficient clarity to identify the individuals entering or leaving the premise.

11.9.11 A dedicated camera is required overhead of the cashier's area and supplemented by one or more secondary cameras to capture an unobstructed view that allows for clear identification of the patrons.

11.9.12 Cameras may be recorded with time lapse or with motion sensitive activation (minimum of 15 images per second) when the GEC is not open.

**SUBJECT: SIGNAGE, ADVERTISING AND PROMOTIONS**

**11.10 SIGNAGE, ADVERTISING AND PROMOTIONS**

**POLICIES**

11.10.1 A GEC must be clearly identified at each entrance/exit with signs provided by the AGLC.

11.10.2 A GEC Retailer must post the following signs provided by the AGLC:

- a) "Responsible Gambling";
- b) VLT Rules of Play";
- c) "Video Surveillance" poster;
- d) "Robbery Procedures" (for the information of staff only, to be posted in an area out of public view);
- e) height markers at each entrance/exit, for security purposes; and
- f) any other information the AGLC may provide to a Retailer for posting.

11.10.3 A GEC Retailer must provide and post the following signs:

- a) "Minors Prohibited" (at all entrances/exits);
- b) Hours of Operation; and
- c) Cashier area.

11.10.4 Failure to post signs as directed by the AGLC may result in penalties up to and including termination of the Video Lottery Retailer Agreement and the removal of the VLTs and Supplied Equipment.

11.10.5 Proposed advertising or promotional materials must be approved in advance by the AGLC. GEC Retailer advertising must be limited to the message VLTs are available for play at the location. Any advertising or promotional materials that appear to encourage VLT play are not allowed.

**SUBJECT: SIGNAGE, ADVERTISING AND PROMOTIONS**

11.10.6 Advertising or promotional material that refer to VLTs as slot machines or the GEC as a casino are prohibited.

11.10.7 Advertising and/or promotional materials used without AGLC approval will be removed. The GEC Retailer may also face penalties up to and including termination of the Video Lottery Retailer Agreement and the removal of the VLTs and Supplied Equipment.

**GUIDELINES**

11.10.8 GEC Retailers requiring any of the signage or notices specified in Sections 11.10.2 and 11.10.3 should contact the AGLC Hotline (see Section 10.23).

**SUBJECT: VIOLATION OF AGLC POLICIES**

**11.11 VIOLATION OF AGLC POLICIES**

**POLICIES**

11.11.1 Violation of AGLC policies and guidelines may result in any of the following:

- a) Termination of the Video Lottery Retailer Agreement by the AGLC with or without cause.
- b) Election to remove one or more VLTs.
- c) Suspension of the Video Lottery Retailer's ability to operate the Supplied Equipment.

The GEC Retailer will receive written notice from the AGLC of the violation and penalty.

11.11.2 A GEC Retailer whose Video Lottery Retailer Agreement is terminated is ineligible to re-apply for VLTs where the violation occurred for a minimum of six (6) months.

11.11.3 Any application received from an applicant specified in Section 11.11.2 will be considered a new application and will only qualify for three (3) VLTs as outlined in Sections 10.5.4 and 10.5.5.



**SUBJECT: GENERAL INFORMATION**

**12.1 GENERAL INFORMATION**

**POLICIES**

- 12.1.1 A licensee must give AGLC Inspectors full and unrestricted access to the licensed premises at any reasonable time (i.e., during regular business hours or at another time when people are present).
- 12.1.2 A licensee and their staff must not interfere in any way with AGLC Inspectors performing their duties. The licensee is required to cooperate fully, including answering all reasonable questions regarding the management and operation of the licensed premises.
- 12.1.3 A licensee must allow AGLC Inspectors and officials to examine and make copies of all liquor and gaming records, and if necessary, to remove records from the licensed premises for further review.
- 12.1.4 When an AGLC Inspector finds a licensee in contravention of the GLA, the GLR or Board policy, the Inspector may request the licensee take appropriate steps to comply with the legislation or policy.
- 12.1.5 Any alleged violation observed by an AGLC Inspector, or a report of potential problems received from police, fire, health, other government official or the general public, will be investigated and may result in an Incident Report (see Section 13.1).

**GUIDELINES**

- 12.1.6 AGLC Inspectors visit licensed premises to:
- a) check for compliance with the GLA, GLR and Board policies;
  - b) confirm no structural changes have been made to the premises affecting compliance with the licence;
  - c) advise licensees who want to apply for a new class of licence, a licence endorsement or a licence extension;

**SUBJECT: GENERAL INFORMATION**

- d) investigate complaints;
- e) conduct audits on licensee books and records;
- f) conduct training seminars; and
- g) respond to licensee concerns about the operation of the licensed premises.

12.1.7 Inspections provide licensees with an opportunity to discuss with AGLC Inspectors:

- a) proposed structural changes;
- b) sale of the licensed premises;
- c) change in shareholders or management; and/or
- d) any questions they might have about the GLA, the GLR and Board policies.

12.1.8 All AGLC Inspectors carry photo identification while on duty. A licensee may ask to see an Inspector's identification before providing any information.

12.1.9 AGLC Inspectors are available to meet with licensees to assist them in the interpretation of legislation and Board policies; however, Inspectors may report any violations they observe to the Board.

12.1.10 The AGLC supports and encourages police "walk through" programs. Every police officer is considered an Inspector under the GLA, and licensees and their staff are required to cooperate fully with police officers who enter the licensed premises.

**SUBJECT: LIQUOR SEIZURE AND ANALYSIS**

**12.2 LIQUOR SEIZURE AND ANALYSIS**

**POLICIES**

- 12.2.1 Unauthorized or illegal liquor is not permitted in a licensed premises.
- 12.2.2 Unauthorized or illegal liquor includes, but is not limited to, liquor that has been:
- a) obtained from an unauthorized source;
  - b) adulterated (diluted with water or mixed with another liquor product or substance not requested by a patron);
  - c) re-labelled by a licensee; or
  - d) provided to a licensee as an added-value item then offered for sale.
- 12.2.3 Any unauthorized or illegal liquor products found in a licensed premises will be seized immediately.
- 12.2.4 An Inspector will submit an Incident Report (see Section 13.1) which may result in disciplinary action, up to and including suspension or cancellation of licence.

**GUIDELINES**

- 12.2.5 Seized liquor is noted by the Inspector on a Liquor Seizure Receipt form (REG/5154) and removed from the licensed premises. The licensee is required to witness the form.
- The liquor may be analyzed to confirm it has not been adulterated and that "short pouring" of mixed drinks is not taking place.
- 12.2.6 An Inspector may occasionally take liquor samples from a licensed premises for analysis. If tests suggest the liquor has been adulterated, additional samples will be taken.

**SUBJECT: INCIDENT REPORTS**

**13.1 INCIDENT REPORTS**

**GUIDELINES**

13.1.1 An AGLC Inspector who observes an alleged violation may prepare an Incident Report detailing the circumstances.

- a) The Incident Report will be dated when all evidence has been obtained and the investigation is finalized.
- b) A copy of the Incident Report will be hand-delivered or mailed to the licensee within 17 working days of the date it is finalized.
- c) If a licensee or manager is not on the licensed premises when an Inspector observes the alleged violation, or when a covert undercover (secret) inspection is carried out, the Inspector will attempt to notify the licensee, manager or employee in charge within two (2) working days of completing the Incident Report.

13.1.2 The Chief Executive Officer or delegate may propose a penalty or refer the Incident Report to the Board for review and decision where circumstances warrant (see Section 13.2).

13.1.3 On reviewing an Incident Report, the Board may decide to impose a penalty with or without a hearing (see Sections 13.2 and 13.3).

**SUBJECT: NOTICE OF PENALTY**

**13.2 NOTICE OF PENALTY**

**POLICIES**

**Board-Imposed Penalties**

13.2.1 The Board may discipline a licensee for alleged violation(s) by imposing a penalty. Under Section 91(2) of the GLA, the Board may do any of the following without a Board hearing:

- a) issue a warning;
- b) impose conditions on a licence or remove or change the existing conditions on a licence;
- c) impose a fine on a licensee of up to \$200,000 and refuse to issue or reinstate a licence until the fine is paid; and/or
- d) suspend or cancel a licence.

13.2.2 Where the Board imposes a penalty without a hearing, the licensee will receive written notice and related documentation including, but not limited to:

- a) a copy of the Incident Report;
- b) the Penalty Guidelines; and
- c) a Waiver of Board Hearing Witnesses form.

13.2.3 Where the Board imposes a penalty without a hearing and the licensee requests a hearing, it will be scheduled within sixty (60) days.

13.2.4 Where the Board determines a hearing is warranted, the licensee will receive written notice and related documentation including, but not limited to:

- a) the Notice of Hearing letter;
- b) a copy of the Incident Report;
- c) the Penalty Guidelines; and
- d) the Waiver of Board Hearing Witnesses form.

**SUBJECT: NOTICE OF PENALTY**

**Penalties Imposed by the CEO**

13.2.5 Under Section 17(1) of the GLA, the Board may delegate the Chief Executive Officer (CEO) to:

- a) issue a warning;
- b) impose conditions on a licence or remove or change the existing conditions on a licence; or
- c) impose administrative sanctions, including fines and suspensions.

13.2.6 The CEO may sub-delegate authority to:

- a) issue a warning;
- b) impose conditions; or
- c) impose administrative sanctions.

13.2.7 Where the CEO imposes an administrative sanction, the licensee will receive:

- a) a Notice of Administrative Sanction including, as applicable, the amount of the fine and payment due date(s);
- b) a Consent to Administrative Sanction form;
- c) a copy of the Incident Report;
- d) the Penalty Guidelines (attached); and
- e) the Waiver of Board Hearing Witnesses.

13.2.8 On receiving a Notice of Administrative Sanction and supporting materials, a licensee may respond in one of the following ways:

- a) Accept the Incident Report as written and the administrative sanction. The licensee must return the completed consent form (see Section 13.2.7b) to the AGLC within fourteen (14) calendar days of the date on the notice (no Board hearing will be held).

**SUBJECT: NOTICE OF PENALTY**

- b) Accept the Incident Report, but proceed with a Board hearing to dispute the administrative sanction (see Section 13.3). The licensee must sign and return the Waiver of Board Hearing Witnesses.
- c) Dispute the Incident Report and proceed with a Board hearing (see Section 13.3).

**Seized Liquor**

- 13.2.9 A licensee who consents to a penalty imposed by the Board or the CEO forfeits (gives up) any seized liquor to the AGLC for destruction.
- 13.2.10 The Board has established administrative sanctions for specific violations ([Administrative Sanction Summary](#)). Penalties may vary from the listed sanctions at the discretion of the Board, depending on the circumstances of the violation (amended June, 2015).

**SUBJECT: BOARD HEARINGS**

**13.3 BOARD HEARINGS**

**POLICIES**

13.3.1 A Board will schedule a hearing when:

- a) the Board decides to convene a hearing rather than proceeding to consider the matter without a hearing;
- b) a licensee receives notice of a penalty imposed by the Board or the CEO, and the licensee requests a hearing; or
- c) a licensee receives notice of a proposed administrative sanction from the CEO and the licensee does not return a completed Consent to Proposed Specified Penalty form within 14 calendar days.

13.3.2 A licensee may waive a requirement for AGLC witnesses by completing a Waiver of Hearing Witnesses form (REG/5191):

- a) By signing the Waiver form, the licensee accepts the Incident Report as written and waives the need to call AGLC witnesses (see Section 13.2.7). After a waiver is signed, the licensee may not call any witnesses with respect to facts in the Incident Report. The licensee may, however, call witnesses on the subject of the penalty.
- b) A licensee who signs the waiver form is not required to personally attend the Board hearing. They may submit a written presentation to the Board if they wish.
- c) Whether or not the licensee signs the waiver form, witnesses may be called by the Hearing Panel, licensee and/or the Regulatory Division on matters not covered in the Incident Report.

13.3.3 As a result of a hearing, the Board may decide to:

- a) find the alleged infraction occurred and impose a penalty;
- b) dismiss the allegation;
- c) confirm a previous imposed penalty;
- d) amend or alter the original decision with a new decision; or
- e) cancel the original decision.



**SUBJECT: BOARD HEARINGS**

13.3.4 The Hearing Panel must provide the licensee with a written copy of the hearing results and its reasons for confirming, changing or cancelling the original decision.

**Non-Disciplinary Matters**

13.3.5 Under Section 91(4) of the GLA, any licensee who disagrees with a Board decision has the right to request a hearing before the Board. This includes a Board decision unrelated to a disciplinary matter, such as an application for a licence extension or conditions imposed on a licence. The licensee must apply for the hearing in writing within 30 days of receiving notice of the Board's decision. The application must describe the issue and provide the licensee's reasons for requesting the hearing. A Board hearing will be scheduled within 60 days of receiving a licensee's application. The licensee may attend the hearing and make representations to the Hearing Panel.

**SUBJECT: FORMS**

**14. FORMS**

**GUIDELINES**

- 14.1 Application for Liquor Licence – Class A, D, Duty Free and Brew Pub - FORM REG/LIC 5141
- 14.2 Application for Liquor Licence – Class B and C - FORM REG/LIC 5142
- 14.3 Application for Liquor Licence – Class E - FORM REG/LIC 5143
- 14.4 Operating Procedures – FORM REG/LIC 5213
- 14.5 Delivery Order Slip - FORM REG/LIC 5236
- 14.6 Faulty Product Claim Request - FORM CS/3602
- 14.7 Special Event Licence Authorization Letter - FORM REG/LIC 793
- 14.8 Special Event Licence Order Form - FORM REG/LIC 5177
- 14.9 Sample Special Event Licence - Private Non-Sale, sample with two locations and multiple dates - FORM REG/LIC 5014
- 14.10 Sample Special Event Licence - Private Non-Sale Bus Tour - FORM REG/LIC 5014
- 14.11 Sample Special Event Licence - Private Resale with multiple times - FORM REG/LIC 5016
- 14.12 Sample Special Event Licence – Private Resale with multiple dates - FORM REG/LIC 5016
- 14.13 Product Delivery Claim Request (sample form)
- 14.14 Application for Public Function or Caterer’s Extension - FORM REG/LIC 5041
- 14.15 Application for Public Function – Commercial Caterer’s Licence - FORM REG/LIC 5042

**SUBJECT: FORMS**

- 14.16 Sale or Lease of Premises - FORM REG/LIC 5056
- 14.17 Buy-Sell Agreement – FORM REG/LIC 5232
- 14.18 Video Lottery Retailer Application – FORM GPS/6628
- 14.19 Pre-Authorized Debit (PAD) – FORM CS/258
- 14.20 Certificate of Insurance – FORM GPS/6584
- 14.21 Credit Evaluation Information – FORM LOT/6555 (used if applying for credit)
- 14.22 Video Lottery Retailer Agreement – FORM GPS/6620
- 14.23 Video Lottery Floor plan – FORM GPS/6559
- 14.24 Site Electrical Requirements (for new installations only) – FORM GPS/6614
- 14.25 Amendment to Retailer Master File/Agreement Ticket/Video Lottery – FORM GPS/6565
- 14.26 Sellers Notification – Change of Operator – FORM GPS/6616
- 14.27 Buyers Notification – Change of Operator – FORM GPS/6618



# APPLICATION FOR LIQUOR LICENCE GAMING AND LIQUOR ACT

NAME OF APPLICANT: \_\_\_\_\_  
(e.g., Company, Partnership or Individual)

NAME OF PREMISES: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/TOWN/VILLAGE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
POSTAL CODE: \_\_\_\_\_

APPLICATION IS MADE FOR A LIQUOR LICENCE TO PURCHASE FROM THE AGLC, OR AS OTHERWISE AUTHORIZED BY THE BOARD. THE KINDS OF LIQUOR AUTHORIZED IN THE LICENCE AND TO SELL THAT LIQUOR IN ACCORDANCE WITH THE PROVISIONS OF THE GAMING AND LIQUOR ACT, GAMING AND LIQUOR REGULATION AND ALL CONDITIONS PRESCRIBED BY THE BOARD.

THIS APPLICATION IS TO COVER - (PLEASE CHECK APPROPRIATE BOXES)

CLASS A                       Minors Allowed                       Minors Prohibited  
Name of Board Approved Manager: \_\_\_\_\_

CLASS D                       Retail Liquor Store                       Sacramental Wine Resale  
 General Merchandise Liquor Store                       Delivery Service  
 Off-Sales                       Commercial Caterer  
Name of Board Approved Manager: \_\_\_\_\_

DUTY FREE STORE  
Name of Board Approved Manager: \_\_\_\_\_

APPLICATION IS MADE FOR A LIQUOR LICENCE TO MANUFACTURE BEER AND TO SELL AND DELIVER THAT BEER IN ACCORDANCE WITH THE PROVISIONS OF THE GAMING AND LIQUOR ACT, GAMING AND LIQUOR REGULATION AND ALL CONDITIONS PRESCRIBED BY THE BOARD.

CLASS E (BREW-PUB)

BY SIGNATURE I / WE CERTIFY THE ABOVE INFORMATION IS CORRECT, AND THE APPLICANT IS THE OWNER OR LESSEE OF THE PREMISES COVERED BY THIS APPLICATION, AND IS IN ACTUAL POSSESSION AND CONTROL OF THOSE PREMISES.

DATED AT \_\_\_\_\_

THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

X

\_\_\_\_\_  
SIGNATURE OF APPLICANT / AUTHORIZED OFFICER

The information you are providing on this application form is collected under the authority of the *Gaming and Liquor Act*, *Gaming and Liquor Regulation*, and the *Freedom of Information and Protection of Privacy (FOIP) Act*, section 33(c). The information is strictly for the use of the Alberta Gaming and Liquor Commission in assessing your eligibility.

Your personal information is protected by Alberta's FOIP Act and can be reviewed upon request. If you have any questions about the collection or use of the information, please contact: Alberta Gaming and Liquor Commission, 50 Corriveau Avenue, St. Albert, Alberta T8N 3T5  
Telephone: 780-447-8600                      Toll-free: 1-800-272-8876                      Fax: 780-447-8911



# APPLICATION FOR LIQUOR LICENCE GAMING AND LIQUOR ACT

NAME OF APPLICANT: \_\_\_\_\_  
(e.g., Company, Partnership or Individual)

NAME OF PREMISES: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/TOWN/VILLAGE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

APPLICATION IS MADE FOR A LIQUOR LICENCE TO PURCHASE FROM THE AGLC, OR AS OTHERWISE AUTHORIZED BY THE BOARD. THE KINDS OF LIQUOR AUTHORIZED IN THE LICENCE AND TO SELL THAT LIQUOR IN ACCORDANCE WITH THE PROVISIONS OF THE GAMING AND LIQUOR ACT, GAMING AND LIQUOR REGULATION AND ALL CONDITIONS PRESCRIBED BY THE BOARD.

THIS APPLICATION IS TO COVER - (PLEASE CHECK APPROPRIATE BOXES)

- CLASS B
  - Recreational/Tourist Facility
  - Sports Stadium
  - Race Track
  - Theatre
  - Convention Centre

Name of Board Approved Manager: \_\_\_\_\_

- Public Conveyance

- CLASS C
  - Club       Seasonal      *(Signatures of President & Secretary Required)*
  - Canteen      *(Signature of Officer in Charge Required)*
  - Travellers' Lounge
  - Institution     Post Secondary Educational
  - Senior Citizens' Residential/Hospital/Nursing Home

BY SIGNATURE I / WE CERTIFY THE ABOVE INFORMATION IS CORRECT, AND THE APPLICANT IS THE OWNER OR LESSEE OF THE PREMISES COVERED BY THIS APPLICATION, AND IS IN ACTUAL POSSESSION AND CONTROL OF THOSE PREMISES.

DATED AT \_\_\_\_\_

THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

X

\_\_\_\_\_  
SIGNATURE OF APPLICANT / AUTHORIZED OFFICER

The information you are providing on this application form is collected under the authority of the *Gaming and Liquor Act*, *Gaming and Liquor Regulation*, and the *Freedom of Information and Protection of Privacy (FOIP) Act*, section 33(c). The information is strictly for the use of the Alberta Gaming and Liquor Commission in assessing your eligibility.

Your personal information is protected by Alberta's FOIP Act and can be reviewed upon request. If you have any questions about the collection or use of the information, please contact: Alberta Gaming and Liquor Commission, 50 Corriveau Avenue, St. Albert, Alberta T8N 3T5  
Telephone: 780-447-8600      Toll-free: 1-800-272-8876      Fax: 780-447-8912



# APPLICATION FOR LIQUOR LICENCE GAMING AND LIQUOR ACT

NAME OF APPLICANT: \_\_\_\_\_  
(e.g., Company, Partnership or Individual)

NAME OF PREMISES: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/TOWN/VILLAGE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

APPLICATION IS MADE FOR A LIQUOR LICENCE TO MANUFACTURE BEER, SPIRITS OR WINE, AND TO SELL AND DELIVER THAT BEER, SPIRITS OR WINE IN ACCORDANCE WITH THE PROVISIONS OF THE GAMING AND LIQUOR ACT, GAMING AND LIQUOR REGULATION AND ALL CONDITIONS PRESCRIBED BY THE BOARD.

THIS APPLICATION IS TO COVER - (PLEASE CHECK APPROPRIATE BOXES)

CLASS E

BREWERY

DISTILLERY

WINERY

COTTAGE WINERY

DATED AT \_\_\_\_\_

THIS \_\_\_\_ DAY OF \_\_\_\_\_,

X

\_\_\_\_\_  
SIGNATURE OF APPLICANT / AUTHORIZED OFFICER

### STATUTORY DECLARATION

I, \_\_\_\_\_, \_\_\_\_\_ do solemnly declare:  
(Name) (Title)

- I am a duly qualified officer of the Applicant Company, and as such have knowledge of the matters hereinafter deposed to;
- Licensee as used in this declaration refers to any holder of a Class A, B or C liquor licence (whether or not they hold other liquor licences such as Class D or E licences). I have a thorough knowledge of the Applicant's business and except where I) written Board approval has been obtained under section 83 of the Gaming and Liquor Regulation; or II) the Applicant is complying with section 66(1) of the Gaming and Liquor Act, section 81 of the Gaming and Liquor Regulation and the written Board policy pursuant to those sections; then the following is true:
  - The Applicant does not directly or indirectly have any verbal, written, express or implied agreement whereby any licensee undertakes to sell or promote the sale of any kind, class or brand of spirits, wine or beer;
  - The Applicant has not directly or indirectly, or through its directors, officers, employees, agents, subsidiaries or associates, given or caused to be given any money, money's worth, thing of value, rebate, discount, bonus, concession, consideration or promise of consideration to any licensee, or to any person who is an operator or employee of a licensee;
  - The Applicant and its directors, officers, employees, agents, subsidiaries and associates have not acquired any direct, indirect or contingent interest in the ownership or management of any business of a licensee, or in the property, whether freehold or leasehold, or the chattels or equipment of any such business, and the applicant and its directors, officers, employees, subsidiaries and associates have not acquired a financial interest of any description in such business or in any way financially associated with a licensee.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me at \_\_\_\_\_

in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_,

X

\_\_\_\_\_  
SIGNATURE OF APPLICANT / AUTHORIZED OFFICER

\_\_\_\_\_  
Commissioner for Oaths

\_\_\_\_\_  
TITLE

The information you are providing on this application form is collected under the authority of the *Gaming and Liquor Act*, Gaming and Liquor Regulation, and the *Freedom of Information and Protection of Privacy (FOIP) Act*, section 33(c). The information is strictly for the use of the Alberta Gaming and Liquor Commission in assessing your eligibility. Your personal information is protected by Alberta's FOIP Act and can be reviewed upon request. If you have any questions about the collection or use of the information, please contact: Alberta Gaming and Liquor Commission, 50 Corriveau Avenue, St. Albert, Alberta T8N 3T5, Telephone: 780-447-8600, Toll-free: 1-800-272-8876, Fax: 780-447-8912



# OPERATING PROCEDURES CLASS A, B & C PREMISES

PREMISES: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENCE NUMBER: \_\_\_\_\_ LICENCE CLASS: \_\_\_\_\_

LICENSEE: \_\_\_\_\_

BOARD APPROVED MANAGER: \_\_\_\_\_

This will confirm a discussion of the Alberta Gaming and Liquor Act, Gaming and Liquor Regulation and Board policies with respect to the above licensed premises on \_\_\_\_\_ (date)

Topics below were discussed with: \_\_\_\_\_ (name and position)

- Hours of liquor service and consumption – premises/patio
- Minors:
  - patrons/employees/acceptable identification
  - under 25 policy/signage
  - pricing policies (minimum drink prices/happy hours/service after 1:00 am)
- Overservice and intoxication
- Liquor:
  - sales/purchases/illegal/staff consumption/off sales not permitted
  - records/invoices and receipts
- Overcrowding/door control/patron management and security
- Drugs and other illegal activities
- Renovations/structural changes/endorsements
- Food service
- BYOW endorsement (Class A, B & C) / Recorking (Class A, B & C)
- Advertising and promotions
- Games/entertainment/noise
- Licence is not transferable
- Inducements from manufacturers/agents/buy sell agreements
- Disturbances and providing assistance to AGLC Inspectors and Police
- Obstruction of Inspectors
- Staff training seminars (ProServe, ProTect)
- Handbook (receipt confirmed)
- VLT's (Class A Minors Prohibited):
  - responsible gaming program/mandatory training/signage
  - intoxication/nude entertainment/employees playing

COMMENTS:

\_\_\_\_\_  
INSPECTOR

\_\_\_\_\_  
MANAGER

\_\_\_\_\_  
DATE



## DELIVERY ORDER SLIP

|                |                |             |
|----------------|----------------|-------------|
| Store Name:    | _____          |             |
| Address:       | _____<br>_____ |             |
| Phone Numbers: | _____          |             |
| Purchaser:     | _____          |             |
| Address:       | _____<br>_____ |             |
| Phone Numbers: | _____          |             |
| Date:          | _____          | Time: _____ |

The liquor is being delivered in accordance with AGLC policies under Class D Licence No. \_\_\_\_\_

| QUANTITY | DESCRIPTION     | PRICE |
|----------|-----------------|-------|
|          |                 |       |
|          | Sub-Total       |       |
|          | Delivery Charge |       |
|          | GST             |       |
|          | <b>TOTAL</b>    |       |





**CUSTOMER COMPLAINT**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CUSTOMER COMPLAINT**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CUSTOMER COMPLAINT**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# SPECIAL EVENT LICENCE AUTHORIZATION LETTER (BEARER ORDER FORM)

**THIS FORM MUST BE COMPLETED IF SOMEONE OTHER THAN THE LICENCE APPLICANT IS OBTAINING:**

- A. A PRIVATE NON-SALE LICENCE AND LIQUOR; OR
- B. A PRIVATE RESALE LICENCE AND LIQUOR

This form must be completed and signed by the licence applicant, authorizing the liquor supplier or liquor agency representative or other second party, to obtain a Special Event Licence and/or liquor. The Special Event Licence will be made out in the name of the organization or individual hosting the licence function.

## PART ONE - SPECIAL EVENT LICENCE INFORMATION

NAME: \_\_\_\_\_  
(Individual or Organization)

ADDRESS: \_\_\_\_\_

TELEPHONE: Business \_\_\_\_\_ Residence \_\_\_\_\_

### DETAILS OF LICENCE FUNCTION

PLEASE CHECK ONE:  Private Non-Sale Licence  Private Resale Licence

TYPE OF FUNCTION: \_\_\_\_\_  
(e.g., Wedding, Club Dance, School Reunion, etc.)

LOCATION: \_\_\_\_\_  
(name of building)

ADDRESS: \_\_\_\_\_

\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ LIQUOR SERVICE \_\_\_\_\_ A.M. TO \_\_\_\_\_ A.M. CONSUMPTION TO \_\_\_\_\_ A.M.  
P.M. P.M. P.M.

\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ LIQUOR SERVICE \_\_\_\_\_ A.M. TO \_\_\_\_\_ A.M. CONSUMPTION TO \_\_\_\_\_ A.M.  
P.M. P.M. P.M.

\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ LIQUOR SERVICE \_\_\_\_\_ A.M. TO \_\_\_\_\_ A.M. CONSUMPTION TO \_\_\_\_\_ A.M.  
P.M. P.M. P.M.

\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ LIQUOR SERVICE \_\_\_\_\_ A.M. TO \_\_\_\_\_ A.M. CONSUMPTION TO \_\_\_\_\_ A.M.  
P.M. P.M. P.M.

MAXIMUM NUMBER OF PEOPLE ATTENDING: \_\_\_\_\_

## PART TWO - LIQUOR REPRESENTATIVE, OR OTHER PARTY, INFORMATION

PLEASE ISSUE TO: \_\_\_\_\_  
Name (Please Print)

ADDRESS: \_\_\_\_\_

**NOTE TO RETAILER:**  
Please attach this Special Event Licence  
Authorization Letter to the AGLC (yellow)  
copy of the licence issued.

\_\_\_\_\_  
Signature  
(Special Event Licence Applicant)

## SPECIAL EVENT LICENCE ORDER FORM

NAME OF RETAIL STORE: \_\_\_\_\_ DATE: \_\_\_\_\_

LICENCE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_, Alberta \_\_\_\_\_  
(Postal Code)

### ORDER SUMMARY

| LICENCE TYPE     | QUANTITY | VALUE     | = | DOLLAR VALUE |
|------------------|----------|-----------|---|--------------|
| Private Non-Sale |          | x \$10.00 | = |              |
| Private Resale   |          | x \$25.00 | = |              |
| <b>TOTAL</b>     |          |           |   |              |

**A cheque payable to the AGLC for the total value of this order is required to process the order.**

### REPLACEMENT LICENCES REQUESTED

| LICENCE TYPE     | LICENCE NUMBER | REASON FOR REPLACEMENT |
|------------------|----------------|------------------------|
| Private Non-Sale |                |                        |
|                  |                |                        |
|                  |                |                        |
| Private Resale   |                |                        |
|                  |                |                        |
|                  |                |                        |

**I certify that the above replacement information is true, complete and correct, to the best of my knowledge.**

\_\_\_\_\_  
STORE MANAGER

**NOTE:**

1. A claim for replacement licences must be accompanied by the customer (white), AGLC (yellow), and store (pink) copies of the spoiled or refunded licence.
2. Please return the AGLC (yellow) copies of recently issued licences, if you have not done so already.
3. Mail the white and yellow copies of this order form with a cheque payable to the AGLC to:  
 Alberta Gaming and Liquor Commission  
 Regulatory Division  
 50 Corriveau Avenue  
 St. Albert, Alberta T8N 3T5
4. Any questions may be directed to the Regulatory Division at (780) 447-8846.

WHITE - AGLC Finance Division      YELLOW - AGLC Regulatory Division      PINK - Store



**GAMING AND LIQUOR ACT**  
**SPECIAL EVENT LICENCE - PRIVATE NON-SALE**  
FEE: \$10.00

**SPNS**

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CODE OF CANADA**

NAME (INDIVIDUAL, ORGANIZATION OR COMPANY): JANE DOE  
 ADDRESS: 10001 - 101 AVENUE, EDMONTON  
 TELEPHONE: \_\_\_\_\_

BUS: 780-900-9111  
 RES: 780-989-9898  
 TYPE OF FUNCTION: WEDDING/GIFT OPENING

IS ENTITLED TO PURCHASE LIQUOR, WINE AND BEER WHICH MAY BE CONSUMED AT THE PLACE AND BETWEEN THE HOURS DESIGNATED BELOW, AND UNDER THE CONDITIONS STATED IN THE REGULATION. LIQUOR PURCHASED UNDER AUTHORITY OF THIS LICENCE MAY BE CONSUMED ON THE PREMISES KNOWN AS:

LOCATION:  **EDMONTON COMMUNITY HALL**     **EDMONTON CHURCH HALL**  
(name of building)

ADDRESS:  **10001 - 116 STREET, EDMONTON**     **10010 - 100 AVENUE, EDMONTON**

|   |           |        |            |             |                |             |             |    |             |             |                |             |             |
|---|-----------|--------|------------|-------------|----------------|-------------|-------------|----|-------------|-------------|----------------|-------------|-------------|
| <input checked="" type="radio"/> <b>A</b> | <b>10</b> | DAY OF | <b>AUG</b> | <b>2009</b> | LIQUOR SERVICE | <b>6:00</b> | <b>A.M.</b> | TO | <b>2:00</b> | <b>A.M.</b> | CONSUMPTION TO | <b>3:00</b> | <b>A.M.</b> |
|   |           |        |            |             |                |             | <b>P.M.</b> |    |             | <b>P.M.</b> |                |             | <b>P.M.</b> |
| <input checked="" type="radio"/> <b>B</b> | <b>11</b> | DAY OF | <b>AUG</b> | <b>2009</b> | LIQUOR SERVICE | <b>2:00</b> | <b>A.M.</b> | TO | <b>5:00</b> | <b>A.M.</b> | CONSUMPTION TO | <b>6:00</b> | <b>A.M.</b> |
|   |           | DAY OF |            |             | LIQUOR SERVICE |             | <b>P.M.</b> |    |             | <b>P.M.</b> | CONSUMPTION TO |             | <b>P.M.</b> |
|   |           | DAY OF |            |             | LIQUOR SERVICE |             | <b>A.M.</b> |    |             | <b>A.M.</b> | CONSUMPTION TO |             | <b>A.M.</b> |
|   |           | DAY OF |            |             | LIQUOR SERVICE |             | <b>P.M.</b> |    |             | <b>P.M.</b> | CONSUMPTION TO |             | <b>P.M.</b> |

MAXIMUM NUMBER OF PEOPLE WHO WILL ATTEND THIS FUNCTION (Not to exceed occupant load):  **A** **200**     **B** **125**

**MINORS MAY NOT BE SERVED, CONSUME OR HANDLE LIQUOR.  
 UNDER NO CIRCUMSTANCES MAY HOMEMADE LIQUOR PRODUCTS BE TAKEN TO AND CONSUMED AT  
 LICENSED FUNCTIONS.**

THIS LICENCE IS GRANTED TO THE PARTY NAMED ABOVE ON THE UNDERSTANDING OF THE PERSON WHOSE SIGNATURE APPEARS BELOW AND WHO AGREES OR AGREES ON BEHALF OF THE ORGANIZATION HE/SHE REPRESENTS (WHICHEVER IS APPLICABLE), TO CARRY OUT ALL THE TERMS AND THE CONDITIONS STATED IN THE REGULATION.

ISSUED BY CORNER LIQUOR STORE DATE 30 MAY 2009  
Business Name (Day, Month, Year)  
984512 VSA Customer Name (Print) JANE DOE  
(Store Licence/Registration Number)  
Mary Brown *Jane Doe*  
 SIGNATURE OF ISSUER CUSTOMER SIGNATURE

Service Fee \_\_\_\_\_  
 (Maximum \$2.00) **0**  
 G.S.T. **0**  
 Sub Total \_\_\_\_\_  
 Licence Fee **\$10.00**  
 Amount Due **\$10.00**  
**Attach All Liquor Receipts**

## **CONDITIONS FOR SPECIAL EVENT LICENCE - PRIVATE NON-SALE FUNCTIONS**

1. **MAXIMUM HOURS OF SERVICE**
  - liquor service may take place between 10:00 a.m. and 2:00 a.m. with a one hour consumption period to 3:00 a.m., unless otherwise approved by the Regulatory Division
  - premises rental contracts may restrict hours of liquor service
2. **MINORS**
  - minors may be present at functions but may not be in possession of or consume liquor
  - minors may not serve liquor or sell liquor tickets
  - minors should be discouraged from attending functions which operate in a similar style to cabarets or pubs
3. **INTOXICATION**
  - intoxicated persons may not be served liquor or allowed to consume liquor
4. **AUTHORIZED LIQUOR**
  - homemade spirits, beer or wine **MAY NOT** be served or stored at functions
  - only liquor legally purchased in Alberta from approved AGLC sources may be served and stored at functions
  - liquor purchase receipts must be attached to the licence
  - unauthorized liquor may be subject to seizure by police or AGLC inspectors and violators may be charged under the Gaming and Liquor Act.
5. **ATTENDANCE**
  - access to functions is limited to **MEMBERS AND GUESTS ONLY**
  - the general public may not be invited or allowed into a function
  - maximum number of people may not exceed occupant load of premises
6. **ADVERTISING**
  - all advertising for functions must state "for members and invited guests only"
  - advertising must not invite the general public or suggest the general public is welcome
7. **SUPERVISION AND CONTROL**
  - responsible supervision must be provided at each function with one supervisor for every 50 people recommended
  - supervisors and bartenders may not consume liquor while on duty
  - illegal activities are not permitted at functions and police should be informed of any illegal activity encountered
8. **INSPECTIONS**
  - Special event licence functions may be inspected by police or AGLC inspectors who must be allowed entry
9. **SPECIAL EVENT LICENCES**
  - the licence must be posted in a prominent location during the entire function
  - licensees are legally responsible to ensure all liquor laws and regulations are followed

**SHOULD ADDITIONAL INFORMATION BE REQUIRED, PLEASE CALL AGLC REGULATORY DIVISION AT (780) 447-8846 (ST. ALBERT), (403) 292-7300 (CALGARY), (403) 314-2656 (RED DEER), (403) 331-6500 (LETHBRIDGE) OR (780) 832-3000 (GRANDE PRAIRIE).**



**GAMING AND LIQUOR ACT  
SPECIAL EVENT LICENCE - PRIVATE NON-RETAIL SALE**  
FEE: \$10.00

NAME (INDIVIDUAL, ORGANIZATION OR COMPANY): **SUNSHINE TOUR ASSOCIATION**

ADDRESS: **10001 - 100 STREET, EDMONTON**

TELEPHONE:

BUS: **780-400-2000**

RES:

TYPE OF FUNCTION: **SKI TRIP - BUS TOUR**

**SPNS**

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IS ENTITLED TO PURCHASE LIQUOR, WINE AND BEER WHICH MAY BE CONSUMED AT THE PLACE AND BETWEEN THE HOURS DESIGNATED BELOW, AND UNDER THE CONDITIONS STATED IN THE REGULATION. LIQUOR PURCHASED UNDER AUTHORITY OF THIS LICENCE MAY BE CONSUMED ON THE PREMISES KNOWN AS:

**#1 EDMONTON TO BANFF**

(name of building)

**#2 BANFF TO EDMONTON**

| #  | DAY OF | YEAR | LIQUOR SERVICE | 4:00 | A.M. TO | CONSUMPTION TO | 9:30      |
|----|--------|------|----------------|------|---------|----------------|-----------|
| #1 | 23     | JAN  | 2009           | 4:00 | A.M.    | TO             | 9:30 P.M. |
| #2 | 25     | JAN  | 2009           | 8:00 | A.M.    | TO             | 2:00 P.M. |
|    |        |      |                |      | A.M.    | TO             |           |
|    |        |      |                |      | P.M.    | TO             |           |
|    |        |      |                |      | A.M.    | TO             |           |
|    |        |      |                |      | P.M.    | TO             |           |

Service Fee  
(Maximum \$2.00) **2.00**  
G.S.T. **.14**

Sub Total **2.14**  
Licence Fee **\$10.00**

Amount Due **\$12.14**  
**Attach All Liquor Receipts**

MAXIMUM NUMBER OF PEOPLE WHO WILL ATTEND THIS FUNCTION (Not exceed occupancy): **45**

**MINORS MAY NOT BE SERVED, CONSUMPTION OF HANDLE LIQUOR PRODUCTS BE TAKEN TO AND CONSUMED AT UNDER NO CIRCUMSTANCES MAY BE MADE FOR PRODUCTS BE TAKEN TO AND CONSUMED AT LICENSED FUNCTIONS.**

THIS LICENCE IS GRANTED TO THE PARTY NAMED ABOVE AT THE UNDERSTANDING OF THE PERSON WHOSE SIGNATURE APPEARS BELOW AND WHO AGREES OR AGREES ON BEHALF OF THE ORGANIZATION HE/SHE REPRESENTS (WHICHEVER IS APPLICABLE), TO CARRY OUT ALL THE TERMS AND THE CONDITIONS STATED IN THE REGULATION.

ISSUED BY **CORNER LIQUOR STORE** DATE **19 JAN 2009**  
(Day, Month, Year)

**4512** Customer Name (Print) **MIKE SMITH**

(Store Licence/Registration Number) **Mary Brown** *Mike Smith*  
SIGNATURE CUSTOMER SIGNATURE

UNRESTRICTED WHITE - Customer YELLOW - AGLC PINK - Store

## **CONDITIONS FOR SPECIAL EVENT LICENCE - PRIVATE NON-SALE FUNCTIONS**

1. **MAXIMUM HOURS OF SERVICE**
  - liquor service may take place between 10:00 a.m. and 2:00 a.m. with a one hour consumption period to 3:00 a.m., unless otherwise approved by the Regulatory Division
  - premises rental contracts may restrict hours of liquor service
2. **MINORS**
  - minors may be present at functions but may not be in possession of or consume liquor
  - minors may not serve liquor or sell liquor tickets
  - minors should be discouraged from attending functions which operate in a similar style to cabarets or pubs
3. **INTOXICATION**
  - intoxicated persons may not be served liquor or allowed to consume liquor
4. **AUTHORIZED LIQUOR**
  - homemade spirits, beer or wine **MAY NOT** be served or stored at functions
  - only liquor legally purchased in Alberta from approved AGLC sources may be served and stored at functions
  - liquor purchase receipts must be attached to the licence
  - unauthorized liquor may be subject to seizure by police or AGLC inspectors and violators may be charged under the Gaming and Liquor Act.
5. **ATTENDANCE**
  - access to functions is limited to **MEMBERS AND GUESTS ONLY**
  - the general public may not be invited or allowed into a function
  - maximum number of people may not exceed occupant load of premises
6. **ADVERTISING**
  - all advertising for functions must state "for members and invited guests only"
  - advertising must not invite the general public or suggest the general public is welcome
7. **SUPERVISION AND CONTROL**
  - responsible supervision must be provided at each function with one supervisor for every 50 people recommended
  - supervisors and bartenders may not consume liquor while on duty
  - illegal activities are not permitted at functions and police should be informed of any illegal activity encountered
8. **INSPECTIONS**
  - Special event licence functions may be inspected by police or AGLC inspectors who must be allowed entry
9. **SPECIAL EVENT LICENCES**
  - the licence must be posted in a prominent location during the entire function
  - licensees are legally responsible to ensure all liquor laws and regulations are followed

**SHOULD ADDITIONAL INFORMATION BE REQUIRED, PLEASE CALL AGLC REGULATORY DIVISION AT (780) 447-8846 (ST. ALBERT), (403) 292-7300 (CALGARY), (403) 314-2656 (RED DEER), (403) 331-6500 (LETHBRIDGE) OR (780) 832-3000 (GRANDE PRAIRIE).**





**GAMING AND LIQUOR ACT  
SPECIAL EVENT LICENCE - PRIVATE RESALE**  
FEE: \$25.00

**SPR**

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NAME OF ORGANIZATION OR INDIVIDUAL (Family Function Only): **ALBERTA DAIRY SOCIAL CLUB**  
 ADDRESS: **10003 - 195 STREET, CALGARY**  
 TELEPHONE: \_\_\_\_\_  
 BUS: **403-231-1111**  
 RES: **401-261-1111**

TYPE OF FUNCTION: **DINNER**  
 IS ENTITLED TO PURCHASE LIQUOR, WINE AND BEER WHICH MAY BE SOLD AT THE PLACE AND BETWEEN THE HOURS DESIGNATED BELOW, AND UNDER THE CONDITIONS STATED IN THE REGULATION. LIQUOR PURCHASED UNDER AUTHORITY OF THIS LICENCE MAY BE CONSUMED ON THE PREMISES KNOWN AS:

LOCATION: **XYZ COMMUNITY HALL**  
(name of building)  
**10633 - 111 AVENUE, CALGARY**

|           |        |             |             |                |             |         |              |        |                |             |        |
|-----------|--------|-------------|-------------|----------------|-------------|---------|--------------|--------|----------------|-------------|--------|
| <b>10</b> | DAY OF | <b>JUNE</b> | <b>2009</b> | LIQUOR SERVICE | <b>3:00</b> | A.M. TO | <b>7:00</b>  | A.M.   | CONSUMPTION TO | <b>8:00</b> | A.M.   |
|           |        |             |             |                |             | (P.M.)  |              | (P.M.) |                |             | (P.M.) |
| <b>10</b> | DAY OF | <b>JUNE</b> | <b>2009</b> | LIQUOR SERVICE | <b>3:00</b> | A.M. TO | <b>7:00</b>  | A.M.   | CONSUMPTION TO | <b>8:00</b> | A.M.   |
|           |        |             |             |                |             | (P.M.)  |              | (P.M.) |                |             | (P.M.) |
| <b>10</b> | DAY OF | <b>JUNE</b> | <b>2009</b> | LIQUOR SERVICE | <b>8:00</b> | A.M. TO | <b>12:00</b> | A.M.   | CONSUMPTION TO | <b>1:00</b> | A.M.   |
|           |        |             |             |                |             | (P.M.)  |              | (P.M.) |                |             | (P.M.) |
|           | DAY OF |             |             | LIQUOR SERVICE |             | A.M. TO |              | A.M.   | CONSUMPTION TO |             | A.M.   |
|           |        |             |             |                |             | P.M.    |              | P.M.   |                |             | P.M.   |

MAXIMUM NUMBER OF PEOPLE WHO WILL ATTEND THIS FUNCTION (Not to exceed occupant load): **200**

**MINORS MAY NOT BE SERVED, CONSUME OR HANDLE LIQUOR.  
UNDER NO CIRCUMSTANCES MAY HOMEMADE LIQUOR PRODUCTS BE TAKEN TO AND CONSUMED AT  
LICENSED FUNCTIONS.**

THIS LICENCE IS GRANTED TO THE PARTY NAMED ABOVE ON THE UNDERSTANDING OF THE PERSON WHOSE SIGNATURE APPEARS BELOW AND WHO AGREES OR AGREES ON BEHALF OF THE ORGANIZATION HE/SHE REPRESENTS (WHICHEVER IS APPLICABLE), TO CARRY OUT ALL THE TERMS AND THE CONDITIONS STATED IN THE REGULATION.

ISSUED BY **CORNER LIQUOR STORE** DATE **09 JUNE 2009**  
Business Name  
**984512 VSA**  
(Store Licence/Registration Number)  
*Mary Brown*  
 SIGNATURE OF ISSUER  
**JANE WHITE**  
Customer Name (Print)  
*Jane White*  
 CUSTOMER SIGNATURE

Service Fee  
(Maximum \$2.00) **1.00**  
 G.S.T. **.05**  
 Sub Total **1.05**  
 Licence Fee **\$25.00**  
 Amount Due **26.05**

**Attach All Liquor Receipts**

**CONDITIONS FOR SPECIAL EVENT LICENCE - PRIVATE RESALE FUNCTIONS**

1. **MAXIMUM HOURS OF SERVICE**
  - liquor service may take place between 10:00 a.m. and 2:00 a.m. with a one hour consumption period to 3:00 a.m., unless otherwise approved by the Regulatory Division
  - premises rental contracts may restrict hours of liquor service
2. **MINORS**
  - minors may be present at functions but may not be in possession of or consume liquor
  - minors may not serve liquor or sell liquor tickets
  - minors should be discouraged from attending functions which operate in a similar style to cabarets or pubs
3. **INTOXICATION**
  - intoxicated persons may not be served liquor or allowed to consume liquor
4. **AUTHORIZED LIQUOR**
  - homemade spirits, beer or wine **MAY NOT** be served or stored at functions
  - only liquor legally purchased in Alberta from approved AGLC sources may be served and stored at functions
  - liquor purchase receipts must be attached to the licence
  - unauthorized liquor may be subject to seizure by police or AGLC inspectors and violators may be charged under the Gaming and Liquor Act.
5. **ATTENDANCE**
  - access to functions is limited to **MEMBERS AND GUESTS ONLY**
  - **TICKETS MAY NOT BE SOLD TO THE GENERAL PUBLIC** nor sold from business outlets
  - the general public may not be invited or allowed into a function
  - maximum number of people may not exceed occupant load of premises
6. **ADVERTISING**
  - all advertising for functions must state "for members and invited guests only"
  - advertising must not invite the general public or suggest the general public is welcome
7. **SUPERVISION AND CONTROL**
  - responsible supervision must be provided at each function with one supervisor for every 50 people recommended
  - supervisors and bartenders may not consume liquor while on duty
  - illegal activities are not permitted at functions and police should be informed of any illegal activity encountered
8. **INSPECTIONS**
  - Special event licence functions may be inspected by police or AGLC inspectors who must be allowed entry
9. **SPECIAL EVENT LICENCES**
  - the licence must be posted in a prominent location during the entire function
  - licensees are legally responsible to ensure all liquor laws and regulations are followed

**SHOULD ADDITIONAL INFORMATION BE REQUIRED, PLEASE CALL AGLC REGULATORY DIVISION AT (780) 447-8846 (ST. ALBERT), (403) 292-7300 (CALGARY), (403) 314-2656 (RED DEER), (403) 331-6500 (LETHBRIDGE) OR (780) 832-3000 (GRANDE PRAIRIE).**



# GAMING AND LIQUOR ACT SPECIAL EVENT LICENCE - PRIVATE RESALE

FEE: \$25.00

NAME OF ORGANIZATION OR  
INDIVIDUAL (Family Function Only): **ROYAL ABC SOCIETY**

ADDRESS: **11111 - 999 STREET, EDMONTON**

TELEPHONE:

BUS: **780-411-1199**

RES: **780-424-2424**

TYPE OF FUNCTION: **SOCIAL**

**SPR**

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IS ENTITLED TO PURCHASE LIQUOR, WINE AND BEER WHICH MAY BE SOLD AT THE PLACE AND BETWEEN THE HOURS DESIGNATED BELOW, AND UNDER THE CONDITIONS STATED IN THE REGULATION. LIQUOR PURCHASED UNDER AUTHORITY OF THIS LICENCE MAY BE CONSUMED ON THE PREMISES KNOWN AS:

LOCATION: **ABCD COMMUNITY HALL**

(name of building)

ADDRESS: **12121 - 222 AVENUE, EDMONTON**

Service Fee  
(Maximum \$2.00) **2.00**  
G.S.T. **.10**

Sub Total **2.10**

Licence Fee **\$25.00**

Amount Due **27.10**

**Attach All Liquor Receipts**

| 1&2 | DAY OF | JUNE | 2009 | LIQUOR SERVICE | 6:00  | A.M. | TO | 2:00 | P.M. | CONSUMPTION TO | 3:00 | (A.M.) |
|-----|--------|------|------|----------------|-------|------|----|------|------|----------------|------|--------|
| 3&4 | DAY OF | JUNE | 2009 | LIQUOR SERVICE | 5:00  | A.M. | TO | 1:00 | P.M. | CONSUMPTION TO | 2:00 | (A.M.) |
| 5&6 | DAY OF | JUNE | 2009 | LIQUOR SERVICE | 12:00 | A.M. | TO | 8:00 | P.M. | CONSUMPTION TO | 9:00 | (A.M.) |
| 7&8 | DAY OF | JUNE | 2009 | LIQUOR SERVICE | 6:00  | A.M. | TO | 2:00 | P.M. | CONSUMPTION TO | 3:00 | (A.M.) |

MAXIMUM NUMBER OF PEOPLE WHO WILL ATTEND THIS FUNCTION (Not to exceed occupant load): **400**

**MINORS MAY NOT BE SERVED, CONSUME OR HANDLE LIQUOR.  
UNDER NO CIRCUMSTANCES MAY HOMEMADE LIQUOR PRODUCTS BE TAKEN TO AND CONSUMED AT  
LICENSED FUNCTIONS.**

THIS LICENCE IS GRANTED TO THE PARTY NAMED ABOVE ON THE UNDERSTANDING OF THE PERSON WHOSE SIGNATURE APPEARS BELOW AND WHO AGREES OR AGREES ON BEHALF OF THE ORGANIZATION HE/SHE REPRESENTS (WHICHEVER IS APPLICABLE), TO CARRY OUT ALL THE TERMS AND THE CONDITIONS STATED IN THE REGULATION.

ISSUED BY **CORNER LIQUOR STORE** DATE **30 MAY 2009**

(Day, Month, Year)

Business Name

**984512 VSA**

(Store Licence/Registration Number)

*Mary Brown*

SIGNATURE OF ISSUER

**JANET JONES**

Customer Name (Print)

*Janet Jones*

CUSTOMER SIGNATURE

UNRESTRICTED

WHITE - Customer

YELLOW - AGLC

PINK - Store

**CONDITIONS FOR SPECIAL EVENT LICENCE - PRIVATE RESALE FUNCTIONS**

1. **MAXIMUM HOURS OF SERVICE**
  - liquor service may take place between 10:00 a.m. and 2:00 a.m. with a one hour consumption period to 3:00 a.m., unless otherwise approved by the Regulatory Division
  - premises rental contracts may restrict hours of liquor service
2. **MINORS**
  - minors may be present at functions but may not be in possession of or consume liquor
  - minors may not serve liquor or sell liquor tickets
  - minors should be discouraged from attending functions which operate in a similar style to cabarets or pubs
3. **INTOXICATION**
  - intoxicated persons may not be served liquor or allowed to consume liquor
4. **AUTHORIZED LIQUOR**
  - homemade spirits, beer or wine **MAY NOT** be served or stored at functions
  - only liquor legally purchased in Alberta from approved AGLC sources may be served and stored at functions
  - liquor purchase receipts must be attached to the licence
  - unauthorized liquor may be subject to seizure by police or AGLC inspectors and violators may be charged under the Gaming and Liquor Act.
5. **ATTENDANCE**
  - access to functions is limited to **MEMBERS AND GUESTS ONLY**
  - **TICKETS MAY NOT BE SOLD TO THE GENERAL PUBLIC** nor sold from business outlets
  - the general public may not be invited or allowed into a function
  - maximum number of people may not exceed occupant load of premises
6. **ADVERTISING**
  - all advertising for functions must state "for members and invited guests only"
  - advertising must not invite the general public or suggest the general public is welcome
7. **SUPERVISION AND CONTROL**
  - responsible supervision must be provided at each function with one supervisor for every 50 people recommended
  - supervisors and bartenders may not consume liquor while on duty
  - illegal activities are not permitted at functions and police should be informed of any illegal activity encountered
8. **INSPECTIONS**
  - Special event licence functions may be inspected by police or AGLC inspectors who must be allowed entry
9. **SPECIAL EVENT LICENCES**
  - the licence must be posted in a prominent location during the entire function
  - licensees are legally responsible to ensure all liquor laws and regulations are followed

**SHOULD ADDITIONAL INFORMATION BE REQUIRED, PLEASE CALL AGLC REGULATORY DIVISION AT (780) 447-8846 (ST. ALBERT), (403) 292-7300 (CALGARY), (403) 314-2656 (RED DEER), (403) 331-6500 (LETHBRIDGE) OR (780) 832-3000 (GRANDE PRAIRIE).**



**Connect**  
Logistics

**PRODUCT DELIVERY CLAIM REQUEST**

Customer Service Call Number: \_\_\_\_\_

Claims Log Book Number: \_\_\_\_\_ Date: \_\_\_\_\_

Business name: \_\_\_\_\_

Licensee number: \_\_\_\_\_

Date shipment received: \_\_\_\_\_

Name of Carrier: \_\_\_\_\_

CLS Pro Number \_\_\_\_\_ (see upper right corner of Bill of Lading)

| CSPC NUMBER                 | PRODUCT DESCRIPTION | BOTTLE SIZE | CLS ORDER NUMBER | CLS ORDER DATE | REASON # (See below) | INVOICE BOTTLE PRICE | BOTTLE QUANTITY | CLAIM AMOUNT |
|-----------------------------|---------------------|-------------|------------------|----------------|----------------------|----------------------|-----------------|--------------|
|                             |                     |             |                  |                |                      | X                    | =               |              |
|                             |                     |             |                  |                |                      | X                    | =               |              |
|                             |                     |             |                  |                |                      | X                    | =               |              |
|                             |                     |             |                  |                |                      | X                    | =               |              |
| <b>TOTAL AMOUNT CLAIMED</b> |                     |             |                  |                |                      |                      |                 |              |

**REASON:**

1. Breakage
2. Short shipment
3. Over shipment (Fill in the **reason** above with the corresponding number)

**REASON FOR CLAIM:** (provide detailed information regarding this claim) \_\_\_\_\_

In accordance with Section 7.4 of the AGLC Operating Guidelines, all evidence of breakage must be maintained (and produced upon investigation) by the claimant for a minimum of 60 days OR until a claim cheque has been received.

All claims (breakage, shortages, overages) must be completed and mailed or faxed to CLS Customer Service within two (2) days of receipt of goods, **All breakage and/or shortages must be noted on the bill of lading in order to process the claim. Please attach a copy of the bill of lading with the claim.**

**Return this form to:** Connect Logistics Customer Service – Claims  
50 Corriveau Avenue,  
St. Albert, Alberta T8N 3T5

Signature \_\_\_\_\_

Name (printed) \_\_\_\_\_

Position \_\_\_\_\_

FAX to 780-458-8588 or 1-800-727-8960

## APPLICATION FOR CATERER'S EXTENSION

### LICENSEE INFORMATION

LICENCE NUMBER: \_\_\_\_\_ EXPIRY DATE: \_\_\_\_\_

PREMISES NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE:( \_\_\_\_\_ ) \_\_\_\_\_ FAX:( \_\_\_\_\_ ) \_\_\_\_\_

### EVENT HOST

HOST: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE:( \_\_\_\_\_ ) \_\_\_\_\_

### LOCATION TO BE COVERED BY EXTENSION

NAME or DESCRIPTION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

**OUTSIDE FUNCTIONS** – line drawing must be provided

### EVENT INFORMATION

DATE OF EVENT: \_\_\_\_\_ FUNCTION TYPE: \_\_\_\_\_

MINORS (check one):  ALLOWED  
 PROHIBITED

ACCESS TO EVENT (check one):  PRIVATE  
 PUBLIC

HOURS: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

PROPOSED ENTERTAINMENT: \_\_\_\_\_

PROPOSED FOOD SERVICE: \_\_\_\_\_

MAX. ATTENDANCE ANTICIPATED: \_\_\_\_\_ # OF SECURITY STAFF: \_\_\_\_\_

\_\_\_\_\_  
 Signature of Licensee

### FOR AGLC USE

## **CONDITIONS APPLICABLE TO CATERER'S EXTENSION**

1. Non-alcoholic beverages and food service must be available.
2. Liquor may be served at functions during the regular hours listed on the licence, or as otherwise authorized.
3. The authorized occupancy of a function catered by a licensee is subject to the Alberta Fire Code.
4. All proceeds from the sale of liquor at a catered function must go to the licensee. Liquor cannot be included in the price of an admission ticket. Liquor pricing at a catered event is at the discretion of the licensee. All conditions of the licence being extended must be adhered to.
5. Only liquor purchased under the licence can be transported to the location of the catered function for sale and consumption. All unused liquor must be returned to the licensed premises for use under the licence.
6. A licensee may advertise "Fully Licensed Catering of Functions Available".
7. It is the licensee's responsibility to obtain approval from local municipal police, fire and health authorities indicating there is no objection to the issuing of the licence for the proposed event.
8. It is the licensee's responsibility to ensure proper supervision and control is maintained at any function. This includes ensuring that minors do not receive liquor service, there is no service to intoxicated patrons, and patrons are not served to the point of intoxication.
9. A photocopy of your liquor licence and a copy of your approved application for caterer's extension must be posted at all functions.



## COMMERCIAL CATERER'S LICENCE APPLICATION FOR PUBLIC FUNCTION

### LICENSEE INFORMATION

LICENCE NUMBER: \_\_\_\_\_ EXPIRY DATE: \_\_\_\_\_

PREMISES NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE:( \_\_\_\_\_ ) \_\_\_\_\_ FAX:( \_\_\_\_\_ ) \_\_\_\_\_

### FACILITY TO BE COVERED BY EXTENSION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ CAPACITY: \_\_\_\_\_

### EVENT INFORMATION

HOST: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_ FUNCTION TYPE: \_\_\_\_\_

HOURS: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

PROPOSED ENTERTAINMENT: \_\_\_\_\_

MAX. ATTENDANCE ANTICIPATED: \_\_\_\_\_ # OF SECURITY STAFF: \_\_\_\_\_

MENU: \_\_\_\_\_

\_\_\_\_\_  
Signature of Approved Manager

### FOR AGLC USE



## **CONDITIONS APPLICABLE TO COMMERCIAL CATERER'S LICENCE**

1. Non-alcoholic beverages and food service must be available.
2. Liquor may be served at functions during the regular hours listed on the licence, or as otherwise authorized.
3. The authorized occupancy of a function catered by a licensee is subject to the Alberta Fire Code.
4. Only liquor purchased under the licence can be transported to the location of the catered function for sale and consumption. All unused liquor must be returned to the licensed premises for use under the licence.
5. A licensee may advertise "Fully Licensed Catering of Functions Available".
6. It is the licensee's responsibility to obtain approval from local municipal police, fire and health authorities indicating there is no objection to the issuing of the licence for the proposed event.
7. It is the licensee's responsibility to ensure proper supervision and control is maintained at any function. This includes ensuring that minors do not receive liquor service, there is no service to intoxicated patrons, and patrons are not served to the point of intoxication.
8. A photocopy of the Class D Commercial Caterer's Licence and approved application must be posted at all functions.

## SALE OR LEASE OF PREMISES

Sale/Lease of: \_\_\_\_\_

Address: \_\_\_\_\_

To be renamed: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS MUST BE SUBMITTED IMMEDIATELY IN ORDER TO START THE PROCESSING OF YOUR APPLICATION:**

- Accepted offer to purchase or lease the premises.
- Application fee of \$200 (non-refundable) -- **Licence Fee will be additional.**
- Particulars of Individual form(s) for Directors - Shareholders and Managers.
- Separation of Business Document (if applicable).

The following additional documents will also be required prior to licensing:

| Required   | Received                 |
|--|--------------------------|
| <input type="checkbox"/> Floor Plan  | <input type="checkbox"/> |
| <input type="checkbox"/> Licence fees in the amount of \$ _____ ( <b>additional to Application Fee</b> )   | <input type="checkbox"/> |
| <input type="checkbox"/> Application Form (REG/5141/5142)  | <input type="checkbox"/> |
| <input type="checkbox"/> Statutory Declaration Form (REG/723) <b>Duly signed by a Commissioner for Oaths</b>   | <input type="checkbox"/> |
| <input type="checkbox"/> Particulars of Incorporation (only if a registered company)   | <input type="checkbox"/> |
| <input type="checkbox"/> Certificate of Incorporation (only if a registered company)   | <input type="checkbox"/> |
| <input type="checkbox"/> Final Lease/Lease Assignment (including landlord's consent) or Certificate of Title made out in the name of the company - or individual(s) if no company exists | <input type="checkbox"/> |
| <input type="checkbox"/> Executed copy of the Master Sales Agreement or Bill of Sale   | <input type="checkbox"/> |
| <input type="checkbox"/> Acknowledgement and undertaking with regard to Liquor Manufacturers   | <input type="checkbox"/> |
| <input type="checkbox"/> Acquisition of Liquor Stocks  | <input type="checkbox"/> |
| <input type="checkbox"/> Food and Liquor menus (if different from existing menus)  | <input type="checkbox"/> |
| <input type="checkbox"/> Health approval issued by the appropriate health authority  | <input type="checkbox"/> |
| <input type="checkbox"/> Occupant Load Certificate issued by the appropriate fire authority  | <input type="checkbox"/> |
| <input type="checkbox"/> City Business licence or written approval of the Municipality   | <input type="checkbox"/> |
| <input type="checkbox"/> Final inspection by an AGLC Inspector   | <input type="checkbox"/> |
| <input type="checkbox"/> Bank Guarantee Letter (optional) CS/250   | <input type="checkbox"/> |
| <input type="checkbox"/> Confirmation of Receipt of Handbook/Operating Guidelines  | <input type="checkbox"/> |
| <input type="checkbox"/> ProServe/ProTect Information  | <input type="checkbox"/> |

\_\_\_\_\_ Regulatory Division Representative      \_\_\_\_\_ Phone Number      \_\_\_\_\_ Date

# BUY/SELL AGREEMENT

between

**Parties:** \_\_\_\_\_ and \_\_\_\_\_  
(Liquor Supplier/Liquor Agency) (Licensee)  
\_\_\_\_\_  
(Registration/Licence Number) (Licence Number and Class of Licence)

**Purpose:** The contractual obligation stated below are agreed to and will be adhered to by both Parties throughout the duration of this agreement.

**Duration:** Commencing: \_\_\_\_\_  
Terminating: \_\_\_\_\_

**Terms:** 1. \_\_\_\_\_ hereby agrees to the following:  
(Licensee)

A. \_\_\_\_\_ of \_\_\_\_\_  
(Volume) (Product Name and CSPC Number)

will be either purchased or ordered over the duration period mentioned above.

(**Option:** Agreements could contain a clause identifying a requirement to maintain a certain level of inventory).

B. Placement of displays, merchandise, Point-of-Sale Material etc. within the premises located at:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Common Premise Name) (Actual Location)

and shall be situated within the named premises as shown below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. In return for the considerations noted above \_\_\_\_\_  
agrees to: (Supplier/Agency)

A. Provide \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

B. Conduct \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

C. Attach \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. Other (specify) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Conditions and Understanding:**

Both Parties to this agreement acknowledge and agree that all benefits realized by way of this Agreement must be directed at and received by customers/consumers **only**.

This Agreement shall not, whether written or implied, exclude the purchase, sale, storage or displaying of a competitors similar type or class of liquor product(s).

Both Parties agree to maintain, on site, certifiable copies of this Buy/Sell Agreement and any related documents. All such documents must be available and provided, without delay, when requested by an employee of the Alberta Gaming and Liquor Commission.

**This Agreement and its contents have been read and are fully understood.**

**Authorized Signatory** (please print clearly):

\_\_\_\_\_ and \_\_\_\_\_  
(Liquor Supplier/Liquor Agency) (Licensee)

\_\_\_\_\_ \_\_\_\_\_  
(Name and Position/Title) (Name and Position/Title)

\_\_\_\_\_ \_\_\_\_\_  
(Signature) (Signature)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

at \_\_\_\_\_, Alberta.



## VIDEO LOTTERY RETAILER APPLICATION

NEW INSTALLATION       CHANGE OF OPERATOR

Class 'A' Minors Prohibited Liquor License #: \_\_\_\_\_

**Note: The application and issuing of a retailer agreement is subject to Alberta Gaming and Liquor Commission approval. Non-approval voids the application.**

Complete All Sections (please print)

**I. RETAIL LOCATION (PREMISE)**

Location Name: \_\_\_\_\_

Room Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Legal land description if rural location: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-mail: \_\_\_\_\_

**II. MANAGER(S) / ASSISTANT MANAGER(S) / ON-SITE CONTACT(S)**

Name \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**III. HOURS OF OPERATION (for the VLTs)**

You may have different operating hours at your location for each day of the week.

| (24-Hour Clock) | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|-----------------|--------|---------|-----------|----------|--------|----------|--------|
| Open            |        |         |           |          |        |          |        |
| Close           |        |         |           |          |        |          |        |

**IV. REGISTERED COMPANY (LEGAL ENTITY) OPERATING THE LOCATION**

Corporate Name: \_\_\_\_\_

Mailing Address (if different than retail location): \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-mail: \_\_\_\_\_

**V. DIRECTOR(S) / SHAREHOLDER(S) / SIGNING AUTHORITIES**

List Director(s)/Shareholder(s) who have signing authority for the registered company above:

Name \_\_\_\_\_ Title \_\_\_\_\_ Home Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Does the above Registered Company currently have, or has it ever had a Lottery Ticket Centre Retailer Agreement or a Video Lottery Retailer Agreement?  Yes  No

If yes, please provide Retailer name and number: \_\_\_\_\_

Consent for Credit Check

The applicant authorizes the Alberta Gaming and Liquor Commission to obtain credit or general information reports about the applicant or any partner, officer or shareholder of the applicant which may assist the Alberta Gaming and Liquor Commission.

**Note:** In the event that a community, which does not currently offer VLTs makes application for VLTS, the AGLC will consider, among other factors, support or lack of support whether in the form of a plebiscite or otherwise when deciding whether to place VLTs in a community and may deny VLTs in that community if, in the AGLC's opinion, the community does not support the installation.

Misrepresentation or failure to reveal information may be deemed cause for refusal or revocation of an agreement and/or possible criminal prosecution.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

The information you are providing on this application form is collected under the authority of the *Gaming and Liquor Act*, Gaming and Liquor Regulation, and the *Freedom of Information and Protection of Privacy (FOIP) Act*, section 33(c). This information is strictly for the use of the Alberta Gaming and Liquor Commission in assessing your eligibility. Your personal information is protected by Alberta's FOIP Act and can be reviewed upon request. If you have any questions about the collection or use of the information, please contact:

Alberta Gaming and Liquor Commission  
50 Corriveau Avenue  
St. Albert, Alberta  
T8N 3T5  
Telephone: 780-447-8600 Toll-free: 1-800-272-8876





|                            |
|----------------------------|
| <b>For Office Use Only</b> |
| Retailer Number: _____     |

## CERTIFICATE OF INSURANCE

*(Only this Certificate will be accepted)*

NAME AND ADDRESS OF INSURED: \_\_\_\_\_

NAME AND ADDRESS OF PREMISES  
TO BE INSURED: \_\_\_\_\_

NAME AND ADDRESS OF  
AGENT/BROKER: \_\_\_\_\_

| SCHEDULE OF COVERAGE  | INSURANCE COMPANY | POLICY NUMBER | EFFECTIVE DATE<br><small>MM/DD/YY</small> | EXPIRY DATE<br><small>MM/DD/YY</small> |
|-----------------------|-------------------|---------------|---|--|
| A. General Liability  | _____             | _____         | _____                                     | _____                                  |
| B. Property Insurance | _____             | _____         | _____                                     | _____                                  |

**PARTICULARS OF COVERAGE – COMPLETE EACH CATEGORY AS COVERAGE APPLIES (details on back page)**

**A. GENERAL LIABILITY -** The following coverage features are **mandatory** for Electronic Bingo Retailers, Video Lottery Retailers and **recommended** for Lottery Ticket Retailers.

**Please check to confirm coverage:**

Limits of Liability

Employees as Additional Insureds       Personal Injury      \$ \_\_\_\_\_ Inclusive Limits

**B. PROPERTY INSURANCE -** The following coverage features are **mandatory** for all Retailers.

Limit of insurance exclusive for AGLC Supplied Equipment and Fixtures:      \$ \_\_\_\_\_

**Please check to confirm coverage:**

All Risk/Broad Form Coverage       Replacement Cost

Alberta Gaming and Liquor Commission is Loss Payable on all Supplied Equipment and Fixtures provided by the AGLC.

The undersigned hereby represents to Alberta Gaming and Liquor Commission that the above policies are accurately described and have been issued to the Named Insured. The undersigned further represents that these policies are endorsed to provide thirty (30) days advance written notice of cancellation or material change restricting coverage to:

Alberta Gaming and Liquor Commission, 50 Corriveau Avenue, St. Albert AB T8N 3T5

This certificate is executed and signed by the insurer, or authorized Agent/Broker:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
INSURANCE COMPANY OR AGENT/BROKER

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TELEPHONE      DATE

\_\_\_\_\_  
FAX



**AGLC as Loss Payable**

The insurance policy must identify the Alberta Gaming and Liquor Commission (AGLC) as a Loss Payable with respect to all Supplied Equipment and Fixtures.

**REQUIREMENTS FOR ALL**

**General Liability**

- ◆ Commercial General Liability – not less than \$2,000,000 inclusive per against bodily injury and property damage including loss thereof. Such insurance should cover employees as additional insureds and personal injury.

**Property Insurance**

- ◆ Property Insurance is required for all Video Lottery Terminals (vlts), Lottery Ticket Terminals, Slots, Event Management Systems (EMS), Electronic Bingo Equipment, and signs and fixtures provided by the AGLC. Coverage shall be on an All Risk/Broad Form and Replacement Cost basis, and the AGLC shall be added as a Loss Payable.

**NOTE:** Terminal insurance does not include any cash in the terminals. The retailer is responsible for all cash in the terminals under their Retailer Agreement.

Thirty (30) days advanced written notice of cancellation or material change restricting coverage to your insurance policy must be given to AGLC.

**VIDEO LOTTERY REQUIREMENTS**

Breakdown of Property:

- ◆ \$25,000 per vlt
- ◆ \$2,500 i-LINK™
- ◆ AGLC Communication Hardware
  - \$1,200 (1 – 6 vlts)
  - \$2,400 (7 – 10 vlts)
  - \$3,600 (15 – 18 vlts)
  - \$4,800 (19 – 24 vlts)
  - \$6,000 (25 – 30 vlts)
- ◆ \$2,000 Telus Communication Equipment
- ◆ \$800 Cabling

**ELECTRONIC BINGO REQUIREMENTS**

- ◆ \$3,950 per SQL Server (server, monitor, keyboard and UPS)
- ◆ \$1,255 per Client (POS or Caller) Station (CPU workstation, touchscreen monitor and UPS)
- ◆ \$500 per thermal printer
- ◆ \$1,048 per laser printer
- ◆ \$10,000 network cabling cabinet
- ◆ \$10,000 LAN wiring
- ◆ \$2,500 per data switch
- ◆ \$400 Gecko network switch
- ◆ \$1,575 per fixed base unit (Gecko)

**LOTTERY TICKET REQUIREMENTS**

- ◆ \$10,000 for ticket terminal and related equipment

**KENO REQUIREMENTS**

- ◆ \$10,000 for ticket terminal and related equipment
- ◆ \$900 per TV
- ◆ \$395 for TVCU (controller)  
(Note: If a ticket terminal already exists, \$395 plus \$900 per TV additional insurance is required for KENO)

**Use of Information**

The information you provide on this form is collected under the authority of the Gaming and Liquor Act, Gaming and Liquor Regulation, and the Freedom of Information and Protection of Privacy (FOIP) Act, section 33(c). The information is strictly for the use of the Alberta Gaming and Liquor Commission in assessing eligibility. Your personal information is protected by Alberta's FOIP Act and can be reviewed upon request. If you have any questions about the collection or use of the information, please contact:

Alberta Gaming and Liquor Commission  
50 Corriveau Avenue  
St. Albert, AB T8N 3T5  
Telephone: 780-447-8600 Toll-free: 1-800-272-8876  
Fax: 780-447-8910

**FOR OFFICE USE ONLY**

Video  Ticket

ID Number



## CREDIT EVALUATION INFORMATION

Forward to the attention of: Retail Networks Fax # 780-447-8910

**To be completed when applying for Credit Evaluation. An evaluation will only be done if able to provide two years of comparative financial statements of the company (applicant) you are applying under.**

**Information provided must be on the company account that has been utilized for more than 12 months.**

### APPLICANT INFORMATION AND APPROVAL TO RELEASE INFORMATION

Corporate Name: \_\_\_\_\_

Operating As: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant Authorized Signature

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date

### FINANCIAL INSTITUTE INFORMATION (to be completed by a financial institution utilized for more than 12 months)

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Branch Contact

Institution Representative Signature

### DEPOSITS AND OVERDRAFTS

Date Account Opened (min. 12 months)

Number of NSF's in Past 12 Months

| Account Number | Outstanding Amount | Balance | Number of NSF's in Past 12 Months |
|----------------|--------------------|---------|-----------------------------------|
| _____          | _____              | _____   | _____                             |
| _____          | _____              | _____   | _____                             |

### BANK LOANS

| Original Loan Amount | Outstanding Amount | Status (current, arrears) | Collateral |
|----------------------|--------------------|---------------------------|------------|
| _____                | _____              | _____                     | _____      |
| _____                | _____              | _____                     | _____      |

### Declaration

*The Alberta Gaming and Liquor Commission will use the above provided information at its own risk. We hereby release the above Financial Institution from any loss or injury that may arise from the use of this information.*

**Please be aware that your bank may levy a service charge for providing the Alberta Gaming and Liquor Commission with this information, and that you are responsible for these charges.**

**Please fax completed form to: 780-447-8910**

The information you are providing on this application form is collected under the authority of the *Gaming and Liquor Act*, *Gaming and Liquor Regulation*, and the *Freedom of Information and Protection of Privacy (FOIP) Act*, section 33(c). The information is strictly for the use of the Alberta Gaming and Liquor Commission in assessing your eligibility. Your personal information is protected by Alberta's FOIP Act and can be reviewed upon request. If you have any questions about the collection or use of the information, please contact:

Alberta Gaming and Liquor Commission  
50 Corriveau Avenue  
St. Albert, AB T8N 3T5

Telephone: 780-447-8600  
Toll-Free: 1-800-272-8876

## VIDEO LOTTERY RETAILER AGREEMENT

**PARTIES TO THE AGREEMENT:**

**ALBERTA GAMING AND LIQUOR COMMISSION, (the "AGLC")**

and

(the "Video Lottery Retailer")

**Preamble:**

- Pursuant to Section 207 of the *Criminal Code* R.S.C. 1985, c.C-46, it is lawful for the Province of Alberta to conduct and manage lottery schemes;
- Pursuant to the provisions of the *Gaming and Liquor Act* (Alberta), the AGLC has been authorized by the Province of Alberta to conduct and manage video lotteries, in the Province of Alberta; and
- Subject to certain terms and conditions, the AGLC has agreed to install one or more Video Lottery Terminals together with certain related Fixtures and signs within or about the Video Lottery Retailer's Premises as described in the Video Lottery Retailer Information Schedule A.

**THE PARTIES agree as follows:**

1. **Distribution:** Subject to the terms and conditions contained in this Agreement, the AGLC has agreed to install one or more VLTs, together with certain related Fixtures and signs within or about the Video Lottery Retailer's business Premises described in the Video Lottery Retailer Information Schedule A.
2. **Schedules:** The following schedules, as they may be amended from time to time, form part of and are incorporated as integral parts of this Agreement and any obligations or rights set out in such schedules form part of the Agreement as if they were fully set out in the main body of this Agreement:

| <i>Label</i> | <i>Schedule:</i>                   | <i>Version of Schedule Applicable at Signing*</i> |
|--------------|------------------------------------|---|
| A            | Video Lottery Retailer Information | A01   |
| B            | Video Lottery Retailer Obligations | B01   |
| C            | General Terms                      | C01   |
| D            | Termination & Liability            | D01   |

*\*Note: Copies of the current applicable version of each of these schedules can be obtained by contacting the AGLC.*

3. **Video Lottery Retailer Obligations:** The Video Lottery Retailer agrees to perform the promises and covenants set out in the Video Lottery Retailer Obligations Schedule B.
4. **The AGLC's Obligations:** In consideration of all the services to be performed by the Video Lottery Retailer under this Agreement, the AGLC agrees that it will:
  - (a) provide VLTs for installation in the Premises. The number and type of VLTs provided by the AGLC will be in accordance with policies established by the AGLC from time to time. In the event of changes in policy regarding the allocation of VLTs, the AGLC may adjust the number or type of VLTs provided to the Premises;
  - (b) pay for the initial installation of internal data lines and VLTs;
  - (c) pay for rental charges of data communications services required for the operation of the VLTs;
  - (d) provide and install Supplied Equipment and provide point of sale material and such other promotional materials as the AGLC may from time to time determine to be appropriate; and
  - (e) provide supplies which the AGLC deems necessary for the Video Lottery Retailer's performance of this Agreement.
5. **Ownership of Supplied Equipment:** The Video Lottery Retailer agrees that the Supplied Equipment and anything provided by the AGLC is the sole property of the AGLC and may be removed by the AGLC at any time. The Video Lottery Retailer is a bailee only of the Supplied Equipment and has no property interest in it.
6. **Prevailing Facts and Records:** In the event of any inconsistency between any records generated by the Video Lottery Retailer, by the VLTs or by the Central Computer System, the final record will in each case be determined by the information and records generated by the Central Computer System and the Video Lottery Retailer will be bound thereby and account to the AGLC on the basis of information generated by the Central Computer System.

7. **Amendment of Agreement by the AGLC:** The parties agree that the AGLC has the right, in its discretion and at any time, to unilaterally amend, revise or supplement the terms of this Agreement (including but not limited to replacement of any Schedule to this Agreement) provided that:
- (a) no such amendment, revision or supplementation will take effect under the Agreement as against the Video Lottery Retailer until the later of:
    - (i) seven (7) days after notice of such amendment, revision or supplementation has been given to the Video Lottery Retailer; or
    - (ii) the date specified in such notice on which the amendment will take effect.
  - (b) for greater certainty, if the Video Lottery Retailer has not served notice of termination of the Agreement, any use by the Video Lottery Retailer of the Supplied Equipment at any time after the latter date determined under Section 7(a) shall conclusively be deemed to be agreement to and acceptance of the said amendment, revision or supplementation by the Video Lottery Retailer.

**NOTWITHSTANDING THE DATE OF EXECUTION, the parties have made this Agreement**

**effective** \_\_\_\_\_  
Date

**ALBERTA GAMING AND LIQUOR COMMISSION**

Per: \_\_\_\_\_

Name:                     Kent Verlik                      
                    Vice President, Lottery and Gaming  
                    Lottery and Gaming Services

**VIDEO LOTTERY RETAILER**

\_\_\_\_\_  
VIDEO LOTTERY RETAILER

\_\_\_\_\_  
Witness Signature

Per: \_\_\_\_\_  
Video Lottery Retailer Signature

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Head Office Address of Retailer

**Video Lottery Retailer Agreement  
Video Lottery Retailer Information Schedule "A" (Version Number: A01)**

**Effective Date of Schedule: July 1, 2012**

This schedule sets out the particulars of the Video Lottery Retailer's Premises for the Agreement and is incorporated by reference into the Video Lottery Retailer Agreement with . This schedule may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting the AGLC.

**VIDEO LOTTERY RETAILER INFORMATION:**

Address for Service of Video Lottery Retailer under Agreement:

Mailing Address:

Phone Number:

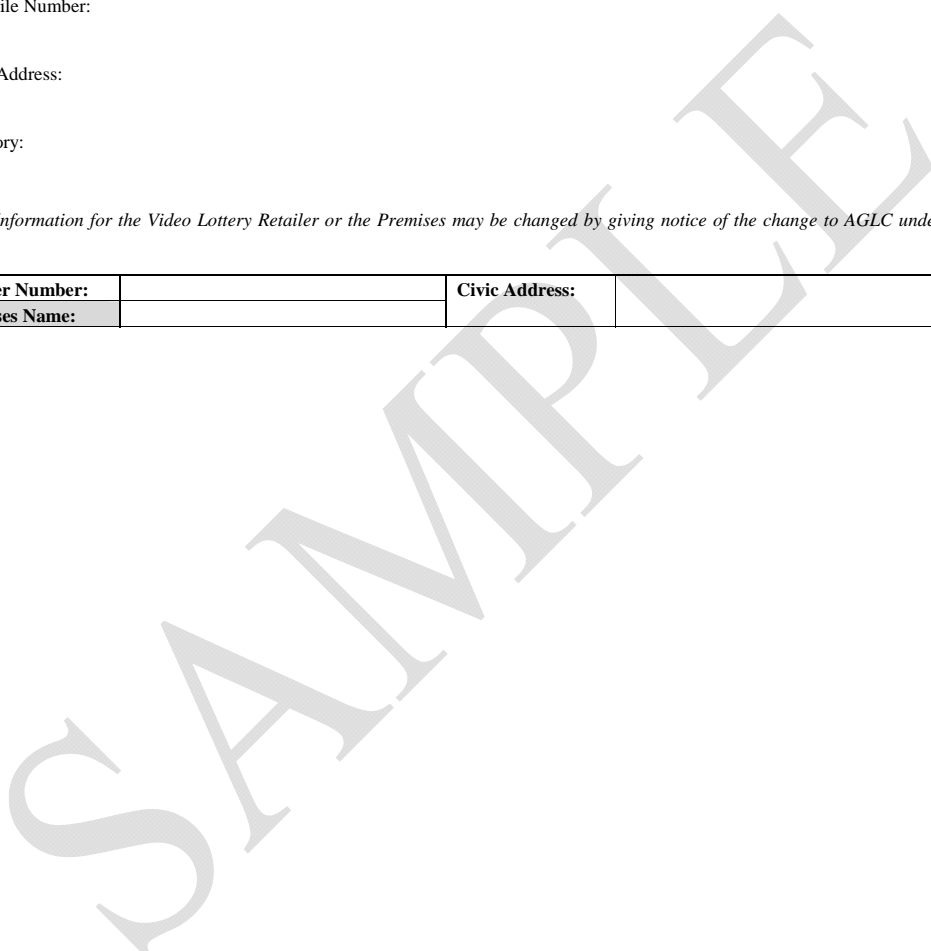
Facsimile Number:

Email Address:

Signatory:

*Note: Information for the Video Lottery Retailer or the Premises may be changed by giving notice of the change to AGLC under section C9.*

|                         |  |                       |  |
|-------------------------|--|-----------------------|--|
| <b>Retailer Number:</b> |  | <b>Civic Address:</b> |  |
| <b>Premises Name:</b>   |  |                       |  |



**Video Lottery Retailer Agreement**  
**Video Lottery Retailer Obligations Schedule "B" (Version Number: B01)**

**Effective Date of Schedule: July 1, 2012**

This schedule sets out particular Video Lottery Retailer obligations for the Agreement and may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting the AGLC.

**The Video Lottery Retailer promises and agrees:**

- B1. **Access to Premises:** to allow the AGLC, and any person, firm or corporation acting on its behalf, access to the Premises from time to time for the purposes of installing or repairing Supplied Equipment, and for the purposes of investigating any public complaints, criminal or otherwise, and for the purposes of ensuring compliance of the Video Lottery Retailer with this Agreement and the terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC.
- B2. **Advertising & Notices:** to install, post and display prominently at such location(s) within or about the Premises signs or promotional material as required by the AGLC relating to video lottery as may from time to time be designated or provided by the AGLC and to use no signs or promotional material relating to video lottery which are not provided or approved by the AGLC.
- B3. **Availability:** to have trained staff available for payment of winnings to Players during all hours and days that the Premises is open for business.
- B4. **Banking & Proceeds:** to make deposits of all monies less winnings paid and remuneration as Prescribed in a bank account from time to time designated by the AGLC at the times designated by the AGLC. The Video Lottery Retailer acknowledges that all monies received from video lottery games less winnings paid and remunerations as Prescribed are the property of the AGLC and that the Video Lottery Retailer receives, holds and deals with the same as bare trustee for the AGLC.
- B5. **Compliance:** to provide the services in this Agreement in accordance with terms and conditions, rules and regulations, policies, standards and guidelines as Prescribed by the AGLC.
- B6. **Consent:** to undergo and permit a complete security screening, including financial reliability, by the AGLC, or any other person, firm or agency performing a security screening service at the request of the AGLC.
- B7. **Employee Training:** to attend, or to appoint one or more employees acceptable to the AGLC who will attend, such training sessions as the AGLC will from time to time require, in order to ensure that the Video Lottery Retailer and their employees are properly trained in the operation of the VLTs and for the performance of such other services as the Video Lottery Retailer is required to perform.
- B8. **Exclusiveness:** to not, without the prior written consent of the AGLC, in any way promote any other gaming activity or engage in any activities in competition with the lottery games participated in by the AGLC.
- B9. **Facility Standards:** to meet the facility standards requirements as Prescribed in policies, standards and guidelines provided by the AGLC.
- B10. **Financial Security:** to obtain, if required by the AGLC and at the Video Lottery Retailer's expense, financial security on such terms and in such amount as may be required by the AGLC to cover the obligations of the Video Lottery Retailer to the AGLC.
- B11. **General Compliance:** to comply with the terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC respecting video lottery, liquor and the provisions of this Agreement.
- B12. **Granting Credit:** to not offer loans, grant credit or provide advances on credit cards to enable a person to play VLTs.
- B13. **Hold Harmless:** to hold harmless the AGLC from any and all third party claims, demands, or actions for which the Video Lottery Retailer is legally responsible, including those arising out of negligence, wilful harm, or crimes by the Video Lottery Retailer or the Video Lottery Retailer's employees or agents. This hold harmless will survive this Agreement.
- B14. **Hours of Operation:** to not change the hours during which the Premises are open for business without giving prior notice to the AGLC.
- B15. **Indemnity:** to indemnify the AGLC from any and all costs as a result of a breach by the Video Lottery Retailer of any provisions of this Agreement or of the terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC.
- B16. **Insurance:** that the Video Lottery Retailer will, without limiting the obligations or liabilities under this Agreement and at the Video Lottery Retailer's own expense, provide and maintain the following insurance in forms and amounts acceptable to the AGLC:
- (a) commercial general liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, personal injury, and employees as additional insured;
  - (b) property insurance on all Supplied Equipment provided by the AGLC. Coverage will be on an All Risks/Broad Form and Replacement Cost basis;
  - (c) the AGLC will be added as loss payable with respect to all Supplied Equipment provided by the AGLC;
  - (d) all required insurance will be endorsed to provide the AGLC with 30 days advance written notice of cancellation or material change; and
  - (e) the Video Lottery Retailer will provide the AGLC with evidence of all required insurance in the form of a completed AGLC Certificate of Insurance.
- B17. **Location:** to provide at the Premises, the location(s) approved by the AGLC for the installation of any Supplied Equipment.
- B18. **Maintenance:** to refill ticket stock, clear bill and ticket jams, clean screens and button panels as instructed by the AGLC in the day to day maintenance of the VLT and to perform no other mechanical or electrical maintenance thereon unless directed to do so by the AGLC.
- B19. **Manual Maintenance:** to maintain and make available to its employees, a copy of the Prescribed video lottery Licensee Handbook VLT Operations Manual.
- B20. **Minors:** to not permit a person under the age of 18 years to play a VLT and to maintain an age controlled (18+) environment for VLTs.
- B21. **Movement of Supplied Equipment:** to not move the Supplied Equipment without the approval of the AGLC.
- B22. **Net Sales Volume:** to maintain the projected or anticipated volume of net sales and comply with the profitability guidelines and consumer demand criteria provided by the AGLC from time to time.
- B23. **On-Site Security:** that the Video Lottery Retailer will:
- (a) be responsible for the on-site security of any Supplied Equipment or other property of the AGLC on the Premises and, without limiting the generality of the foregoing, the Video Lottery Retailer will not and will not permit a person to:
    - (i) remove a VLT from the Premises or place a VLT in the Premises without the prior written consent of the AGLC;
    - (ii) manipulate or attempt to manipulate a VLT in an effort to influence the outcome or payout; and
    - (iii) activate or attempt to activate a VLT by fraudulent means.
  - (b) immediately notify the AGLC of any suspicious activity or any activity which may be deemed to have a wrongful intent.
- B24. **Payment of Winnings:** to ensure Players receive payment of winnings in accordance with policy and guidelines as Prescribed by the AGLC.
- B25. **Physical Responsibility:** to be responsible for the physical security of and to exercise due diligence in the operation and care of the Supplied Equipment, and to immediately notify the AGLC of any malfunction, loss, or damage to the Supplied Equipment.
- B26. **Prohibited Language:** unless the Video Lottery Retailer is a facility licensee, to not use the term "casino" in or in respect of the Premises or any aspect of the Video Lottery Retailer's business, including the Premises' or the business' signs, advertising or promotional material.

- B27. **Promotional Events:** to not use any VLT to conduct promotional events without the prior written approval of the AGLC.
- B28. **Provision of Outside Cabling:** to provide, at the Video Lottery Retailer's expense and in the area of the Video Lottery Retailer's Premises selected by the AGLC, outside cabling to bring the required services from the street to the Premise's utility room as Prescribed by the AGLC. Except as otherwise provided herein, the AGLC will not be responsible for any costs whatsoever incurred by the Video Lottery Retailer in connection with the installation and removal of outside cabling.
- B29. **Provision of Electrical Services:** to provide, at the Video Lottery Retailer's expense and in the area of the Premises selected by the AGLC, the dedicated electrical circuit(s) as Prescribed by the AGLC. Except as otherwise provided, the AGLC will not be responsible for any costs whatsoever incurred by the Video Lottery Retailer in connection with the installation and removal of electrical wiring and outlets.
- B30. **Records:** to maintain current and accurate records of all amounts of monies paid into any VLT by players, of all Credits paid to players from any VLT, and of all withdrawals of monies removed from any VLT in conformity with the terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC. Such records will be available and may be removed upon request from the Premises as so required by the AGLC for inspection and/or audit.
- B31. **Reasonable Courtesy:** to provide reasonable courtesy to Players and at such standards as may be reasonably expected of a prudent business person.
- B32. **Repairs & Losses:** to be responsible to the AGLC for the cost of repairing any Fixtures or signs destroyed, damaged, defaced, lost or stolen while on the Premises and in the care of the Video Lottery Retailer and for the cost of any repair to the VLTs other than repair necessitated by normal wear and tear or by defect in the manufacturing or by defective maintenance service provided by the AGLC or by the AGLC's employees, agents or contractors.
- B33. **Risk of Loss:** to bear the risk of loss and be responsible for lost, stolen and missing monies relating to the operations of the VLTs.
- B34. **Safety:** to be responsible for and to ensure the personal safety of all representatives of the AGLC while they are located on the Video Lottery Retailer's business Premises.
- B35. **Staff on Duty:** to prohibit staff from playing the VLTs while on duty.
- B36. **Status:** to acknowledge that the Video Lottery Retailer is not an employee, agent, representative, joint venture or partner of the AGLC and will not represent or hold himself out to be other than an independent contractor pursuant to this Agreement.
- B37. **Utilities:** to be responsible for the payment of all utility charges in connection with the operation of Supplied Equipment.



**Video Lottery Retailer Agreement**  
**General Terms Schedule "C" (Version Number: C01)**

**Effective Date of Schedule: July 1, 2012**

This schedule sets out general terms for the Agreement and may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting the AGLC.

- C1. **Assignment:** this Agreement may be assigned by the AGLC. Any assignment or attempted assignment by the Video Lottery Retailer of this Agreement without the prior written consent of the AGLC renders this Agreement null and void.
- C2. **Definitions:** In the Agreement:
- (a) **"Agreement"** Means this Video Lottery Retailer Agreement and includes any schedules as amended from time to time.
  - (b) **"Central Computer System"** Means the computer to which all the AGLC VLTs are connected and which records all data relating to the operation of each of the VLTs so connected.
  - (c) **"Credits"** Means the amount of money determined by a VLT to be payable to a Player as a result of the Player's operation of the VLT.
  - (d) **"Fixtures"** Means auxiliary equipment and supplies required for the operation of the VLTs, including but not limited to the i-LINK™ (site controller), printer, communications equipment and cabling.
  - (e) **"Last Known Address"** Means in the case of posting, the last postal address, in case of facsimile transmission, the facsimile number provided by the Video Lottery Retailer to the AGLC, or in case of delivery by email, the email address provided by the Video Lottery Retailer to the AGLC in Schedule A or by subsequent notice under section C9.
  - (f) **"Premises"** Means the Video Lottery Retailer's premises described in Schedule A for operation of Supplied Equipment.
  - (g) **"Player"** Means a person who plays a VLT.
  - (h) **"Prescribed"** Means as adopted in writing from time to time by the AGLC.
  - (i) **"Supplied Equipment"** Means the VLTs, signs and Fixtures which may be provided by the AGLC.
  - (j) **"Video Lottery Terminal"** Means a video gaming terminal, within the distributed network, that is used or could be used to play a game, which upon the insertion of money, a person by chance may receive a payout.
  - (k) **"VLT"** Means a Video Lottery Terminal.
- C3. **Entire Agreement:** this Agreement constitutes the entire Agreement between the Video Lottery Retailer and the AGLC and supersedes all prior Agreements, oral or written, among the parties hereto or their respective representatives with respect to the matters herein and cannot be modified or amended except by written agreement signed by the parties; saving and excepting that terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC provided by the AGLC to the Video Lottery Retailer will be binding upon the Video Lottery Retailer to the same extent as if incorporated into and forming part of this Agreement.
- C4. **Gender/Number:** the masculine gender where used will include the feminine or neuter or vice versa and the singular will include the plural where the context requires.
- C5. **Intellectual Property:** the Video Lottery Retailer agrees that the AGLC and their respective licensors, if any, own all intellectual property rights including all patents, trademarks, copyrights and industrial designs in all of the Supplied Equipment. The Video Lottery Retailer may use those of the intellectual property rights made available to it by the AGLC solely for the purpose of the use of the Supplied Equipment, as specifically authorized by the AGLC from time to time.
- C6. **Interruption of Postal Service:** except during periods of a postal strike or of a general interruption of postal services any notice given by registered mail will be deemed to have been received on the second business day following posting of the same. In the case of service by facsimile transmission a notice will be deemed to have been received on the next business day following the day of sending. In the case of service by email a notice will be deemed to have been received on the next business day following the day of sending.
- C7. **Law:** this Agreement will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws of the Province of Alberta.
- C8. **Remuneration:** the Video Lottery Retailer shall be entitled to no other remuneration with respect to services supplied pursuant to this Agreement except such amounts by way of commission based on a percentage from time to time established by the AGLC.
- C9. **Service of Notice on the AGLC:** any notice permitted or required to be given by the Video Lottery Retailer to the AGLC in relation to this Agreement may be provided by any reasonable means, such as courier, fax, registered mail, ordinary mail, e-mail as prescribed, or personal delivery to the head office of the AGLC located at 50 Corriveau Ave, St. Albert, Alberta, T8N 3T5, Fax: 780-447-8910.
- C10. **Service of Notice on Video Lottery Retailer:** any notice permitted or required to be given by the AGLC to the Video Lottery Retailer in relation to this Agreement may be given to the Video Lottery Retailer at its Last Known Address and may be provided by any reasonable means, such as courier, fax, registered mail, ordinary mail, e-mail or personal delivery to the Video Lottery Retailer at the Premises.
- C11. **Severance:** if any covenant or term or the application to any person, or to any circumstances, to any extent is held invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant or condition to any person or circumstances, other than those as to which it is held invalid or enforceable, will not be affected and each term, covenant and condition will be valid and enforceable to the full extent permitted by law.
- C12. **Waiver:** no waiver by the AGLC of the covenants, agreements or obligations of the Video Lottery Retailer will be deemed to be a waiver of any subsequent breach of such, or any other, covenant, agreement or obligation under this Agreement, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other right, power or privilege.

**Video Lottery Retailer Agreement  
Termination & Liability Schedule "D" (Version Number: D01)**

**Effective Date of Schedule: July 1, 2012**

This schedule sets out the provisions addressing termination of and liability under the Agreement and may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting the AGLC.

- D1. **Duration of Agreement:** The Agreement continues until terminated in accordance with these provisions.
- D2. **Termination by Video Lottery Retailer:** The Video Lottery Retailer may terminate the Agreement on seven (7) days' written notice to the AGLC.
- D3. **Termination by the AGLC Without Cause:** The AGLC may terminate this Agreement without cause or reason on seven (7) days written notice to the Video Lottery Retailer.
- D4. **Termination by the AGLC with Cause:** The AGLC may terminate this Agreement without notice upon the happening of any of the following events:
- (a) failure of the Video Lottery Retailer to comply with the terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC respecting video lottery, liquor or the provisions of this Agreement;
  - (b) failure of the Video Lottery Retailer to pay monies due to the AGLC pursuant to the terms of this Agreement;
  - (c) suspension, cancellation, or change of status from an age restricted environment (18+) of the Video Lottery Retailer's licence to sell liquor on the Premises;
  - (d) the Video Lottery Retailer sells, reorganizes, fails to remain actively involved in, or changes the nature of the business conducted by the Retailer or a significant portion thereof or interest therein;
  - (e) the Video Lottery Retailer is a body corporate, other than a corporation the shares of which are publicly traded, if the principals of the corporation at the time of the signature of this agreement fail to remain actively involved in the business or if voting control of the Video Lottery Retailer changes;
  - (f) the Video Lottery Retailer or any of its principals or senior employees are charged or convicted of a criminal or federal offence;
  - (g) the bankruptcy or insolvency of the Video Lottery Retailer or if a receiver or liquidator is appointed over some or all of the assets of the Video Lottery Retailer or in the event any of the assets of the Video Lottery Retailer are seized or distrained upon;
  - (h) the Video Lottery Retailer is no longer entitled to occupy the Premises in which the Supplied Equipment is located;
  - (i) the discovery by the AGLC of any misrepresentations made by the Video Lottery Retailer on the application form or any other documents required to be submitted to the AGLC;
  - (j) the Video Lottery Retailer or any employees or agents engaging in or permitting any activity in the Premises that is contrary to any municipal bylaw or any Act or regulation of Alberta or Canada or engaging in any activity that detracts from the integrity with which gaming activities are to be conducted in Alberta; or
  - (k) the Video Lottery Retailer or any employees or agents hindering, obstructing or impeding an AGLC inspector in the performance of the inspector's duties.
- D5. **Election to Remove:** Upon the happening of any of the events under D4 above, the AGLC may, instead of terminating this Agreement, elect to remove one or more VLTs from the Premises.
- D6. **Suspension:** The AGLC may, without terminating this Agreement, immediately suspend the Video Lottery Retailer's ability to operate the Supplied Equipment where there has been a breach of this Agreement by the Video Lottery Retailer, or where the AGLC anticipates there will be a breach of this Agreement by the Video Lottery Retailer or for any reason.
- D7. **Continuing Obligations of Video Lottery Retailer:** Notwithstanding the termination of this Agreement for any reason, the Video Lottery Retailer will be obligated to account to the AGLC and pay and deliver to the AGLC all monies and property of the AGLC. The provisions of this paragraph will survive the termination of this Agreement and will remain enforceable until complied with by the Video Lottery Retailer.
- D8. **Limitation of Liability on the AGLC:** The Video Lottery Retailer acknowledges that the AGLC will not be liable to the Video Lottery Retailer for any loss or injury resulting from:
- (a) fire or other occurrence resulting from the installation, use or removal of the Supplied Equipment or any transmission lines or other facilities installed for the operation of the Supplied Equipment;
  - (b) failure or malfunction of the Supplied Equipment or any transmission lines or other facilities installed for the operation of the Supplied Equipment;
  - (c) reasonable defacement of the Premises necessarily associated with the installation, repair or removal of the Supplied Equipment or any transmission lines or other facilities installed for the operation of the Supplied Equipment;
  - (d) interruptions or cessations of the operation of any Supplied Equipment on the Premises and any resulting loss of business to the Video Lottery Retailer whether from any VLT or otherwise, whether or not such loss or injury is as a result of the negligence or deliberate act of the AGLC, its servants or agents.

## VIDEO LOTTERY SITE PLAN

RETAILER NUMBER \_\_\_\_\_

RETAILER ADDRESS \_\_\_\_\_

RETAILER NAME \_\_\_\_\_

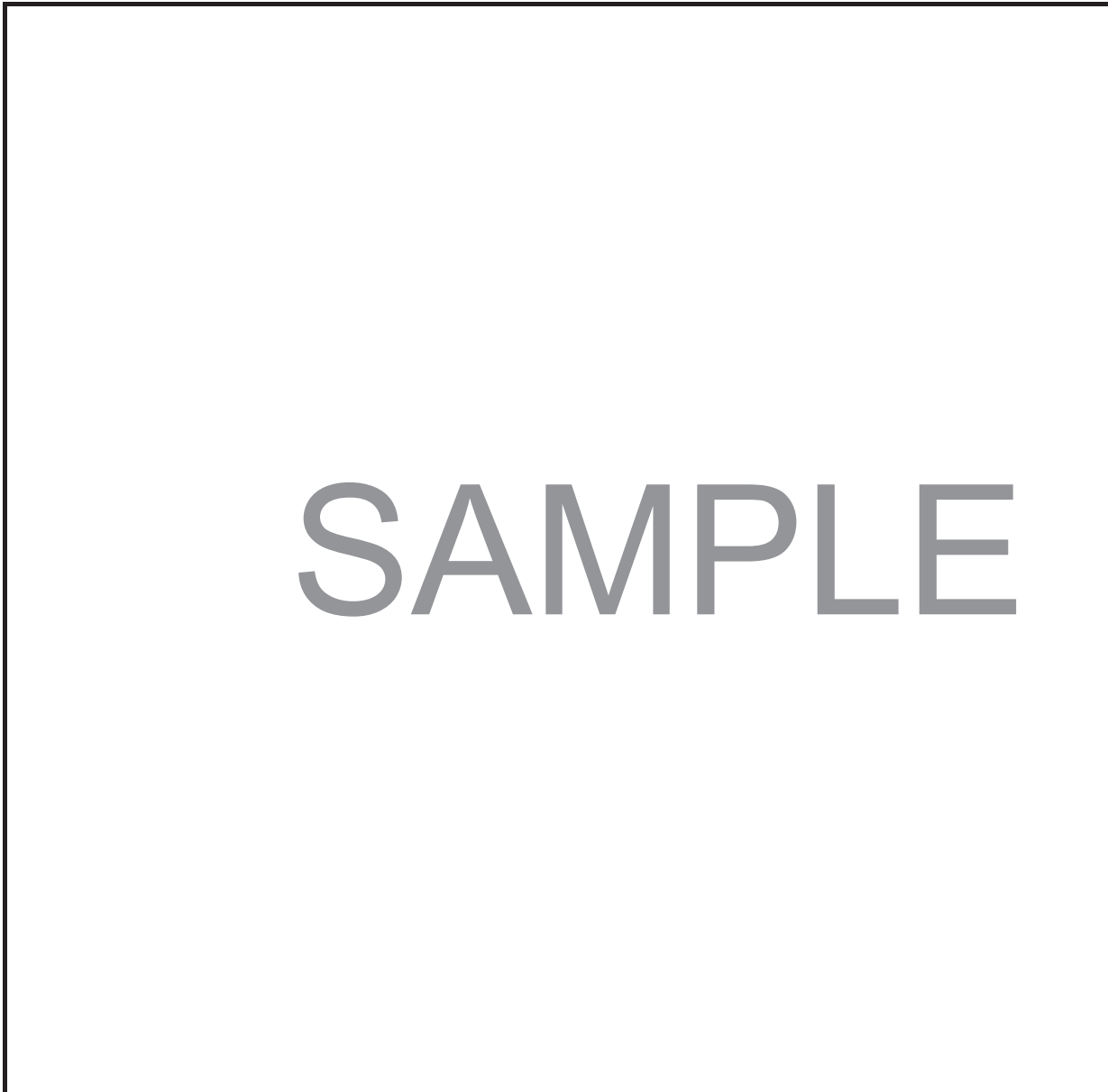
\_\_\_\_\_

NUMBER OF vltS \_\_\_\_\_

\_\_\_\_\_

**ILLUSTRATE THE FOLLOWING ITEMS BELOW USING THE ASSIGNED NUMBER**

- 1 MAIN BAR AREA      2 vltS      3 i-LINK      4 ENTRANCES      5 ATM



| vlt ID# |
|---------|
| 1       |
| 2       |
| 3       |
| 4       |
| 5       |
| 6       |
| 7       |
| 8       |
| 9       |
| 10      |
| 11      |
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| 27      |
| 28      |
| 29      |
| 30      |

**Notes and Instructions:** (Router location and distance, Stairs, other special requirements)

**For Office Use Only**

Retailer Number:



## SITE ELECTRICAL REQUIREMENTS – VIDEO LOTTERY

The following Electrical form is for:

Location Name: \_\_\_\_\_

Location Address: \_\_\_\_\_

Prior to the installation of Video Lottery Terminals (VLTs) and related equipment the following electrical requirements must be installed at each of the following three (3) locations:

- VLT Location – for every two (2) VLTs a 15 amp/115 volt dedicated electrical outlet  
- OR -  
– for every three (3) VLTs a 20 amp/115 volt dedicated electrical outlet

The electrical outlets should be installed so that the top of the outlet is not more than 36 cm (14”) up from the floor. When the VLTs are in place, the electrical outlets should be concealed by the VLT bases and therefore be inaccessible to patrons.

- i-LINK™ Site Controller Location requires a 15 amp/115 volt dedicated duplex electrical outlet. The outlet must be within 1.2 m (4') of the i-LINK.
- Router Rack Location requires a 15 amp/115 volt dedicated electrical outlet. Identified by an AGLC representative, the Router Rack will typically be located near the electrical panel, or in a manager's office. The electrical outlet must be installed within 1.2 m (4') of the Router Rack.

The installation of the electrical requirements is done at the expense of the owner/tenant.

**The dedicated circuit outlets are to only be utilized by the AGLC equipment.**

A pre-site inspection will be conducted prior to the installation. If it is determined that the above requirements have not been met, your install will be postponed.

**By signing this form the authorized signatory hereby states the above electrical requirements already exist or have been installed.**

Signature: \_\_\_\_\_  
(signature of applicant)

Print: \_\_\_\_\_  
(print name of applicant)



# AMENDMENT TO RETAILER MASTER FILE/AGREEMENT TICKET / VIDEO LOTTERY

Location Name \_\_\_\_\_ Retailer # \_\_\_\_\_  
 Location Address \_\_\_\_\_ SYS ID # \_\_\_\_\_  
 \_\_\_\_\_ Territory \_\_\_\_\_  
 Location Phone # \_\_\_\_\_ Location Fax # \_\_\_\_\_ Corporate # \_\_\_\_\_

### INFORMATION CHANGES

| Data Code | From | To | Effective Date |
|-----------|------|----|----------------|
|           |      |    |                |
|           |      |    |                |
|           |      |    |                |
|           |      |    |                |
|           |      |    |                |

### DATA CODES

|                  |    |                   |    |                               |    |
|------------------|----|-------------------|----|-------------------------------|----|
| Location Name*   | 01 | Corporate Name**  | 07 | Banking Entity                | 12 |
| Location Address | 02 | Corporate Address | 08 | Agent Change                  | 13 |
| Postal Code      | 03 | Telephone Number  | 09 | Corporate File Change         | 14 |
| Telephone Number | 04 | Fax Number        | 10 | Other Changes (indicate type) | 15 |
| Fax Number       | 05 | Signatory*        | 11 |                               |    |
| Location Contact | 06 |                   |    |                               |    |

\*Changes to these codes require an Authorized Signature.      \*\*Change to Corporate Name requires a new Retailer Agreement.

### CHANGES IN HOURS OF OPERATION

|       | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|-------|--------|---------|-----------|----------|--------|----------|--------|
| Open  |        |         |           |          |        |          |        |
| Close |        |         |           |          |        |          |        |

Requested by \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

|                            |                          |
|----------------------------|--------------------------|
| <b>For Office Use Only</b> |                          |
| Keyed by _____             | Sent to Hotline by _____ |
| Date _____                 | Date _____               |

## SELLERS NOTIFICATION – CHANGE OF OPERATOR

Fax to 780-447-8910, Attention: Entry/Exit Coordinator

Please be advised that I, \_\_\_\_\_, owner of  
(insert full name)

\_\_\_\_\_, operating under \_\_\_\_\_  
(Location Name) (Business Entity Name)

Will be selling my location to \_\_\_\_\_, as of  
(purchaser(s) name and/or Business Entity name)

\_\_\_\_\_.  
(date of change)

### SELLERS INFORMATION:

Retailer No. \_\_\_\_\_  
(example: A1234)

By signing this form, I hereby give the Alberta Gaming and Liquor Commission (AGLC) permission to disclose financial information to the purchaser for the purpose of determining the appropriate letter of credit for the purchaser in accordance with 10.4.7 of the Licensee Handbook, which sets out the process for determining the amount of an Irrevocable Letter of Credit.

Name of Seller(s): \_\_\_\_\_  
(Director/Shareholder – print full name)

Signature of Seller(s): \_\_\_\_\_  
(sign full name)

### FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY STATEMENT

*The information provided on this notification form is collected under the authority of the Gaming and Liquor Act, Gaming and Liquor Regulation, and the Freedom of Information and Protection of Privacy (FOIP) Act, Section 33(c). The information is strictly for the use of the Alberta Gaming and Liquor Commission for assessing eligibility. Personal information is protected by Alberta's FOIP Act and can be reviewed on request. If you have any questions about the collection or use of this information contact:*

*Alberta Gaming and Liquor Commission  
50 Corriveau Avenue  
St. Albert, Alberta T8N 3T5  
Telephone: 780-447-8600 Toll-free: 1-800-272-8876*

## BUYERS NOTIFICATION – CHANGE OF OPERATOR

Fax to 780-447-8910, Attention: Entry/Exit Coordinator

Please be advised that I, \_\_\_\_\_, will be  
(purchaser(s) name and/or Business Entity name)

purchasing \_\_\_\_\_, located at \_\_\_\_\_  
(Location Name) (city)

The possession date is set for \_\_\_\_\_.  
(change of operator date)

### BUYERS INFORMATION:

Company Name buying location: \_\_\_\_\_  
(Business Entity/Corporate Name)

Name of Buyer(s) \_\_\_\_\_  
(Print Name(s))

Signature of Buyer(s) \_\_\_\_\_  
(Sign Name(s))

Contact Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Mailing Address and Contact Phone Numbers)

### FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY STATEMENT

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