



FEE INTEREST BOND

CONTRACT BREWING AND/OR ALTERNATING PROPRIETORSHIP
FOR RESIDENT AND NON RESIDENT BREWERS AND
MANUFACTURERS

Bond Number↓

License/Permit Number: _____ (1)
(If issued) (For Surety Company's Use)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, (2) _____
(Name of Principal/Owner)
as PRINCIPAL, and (3) _____
(Name of Surety Company)
as SURETY, duly authorized and qualified to do business as a surety company in this State, are firmly bound unto THE
STATE OF TEXAS in sum of **THIRTY THOUSAND** dollars **\$30,000.00** payable at Austin, Travis County, Texas, and for
the payment of which, well and truly to be made, PRINCIPAL binds himself, his heirs, executors and administrators,
jointly and severally, or itself, its successors and assigns, and the SURETY binds itself, its successors and assigns,
firmly by these presents.

WHEREAS, PRINCIPAL is the holder of (4) _____
(Type of Permit/License) – See Instructions
granted the privileges by said permit to be exercised in the city of (5) _____
(If not located in a city/town, leave blank and insert county name in #6)
(6) _____ County, _____, pursuant to the provisions of the Texas Alcoholic Beverage Code.
(State)

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that the Principal shall faithfully conform
with the Texas Alcoholic Beverage Code and Rules of the Commission. If this permit or license is revoked, the amount
of the bond shall be paid to the state, SUBJECT, HOWEVER, to the following terms and conditions:

1. This bond shall become effective on the date of the issuance of above permit or license by the Texas Alcoholic Beverage Commission and shall remain in full force and effect until cancelled, and thereafter provided, or until such permit or license and succeeding renewals of the permit or license have expired.
2. This bond may be cancelled as to liability for future defaults at any time by the SURETY, upon giving thirty (30) days written notice, in which event the liability of the SURETY shall at the expiration of said thirty (30) days, cease and terminate, it being understood that the SURETY shall be liable for the default of the PRINCIPAL in fully discharging any liability on his or its part as above set forth, accruing during the life of the permit or license, and while this bond is in full force and effect.
3. The liability of the SURETY shall not exceed the amount above stated.

PRINCIPAL	SURETY COMPANY														
<p>IN TESTIMONY, WHEREOF, said PRINCIPAL has hereunto subscribed his or their names or has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this date:</p> <p>_____ A.D., _____</p> <p>SIGN HERE _____ (Signature of Principal)</p>	<p>IN TESTIMONY WHEREOF, said SURETY has caused this instrument to be signed by it duly authorized officers and its corporate seal to be hereunto affixed this date:</p> <p>_____ A.D., _____</p> <p>SIGN HERE _____ (Signature of Attorney-in-Fact for Surety Company)</p> <p>_____ (Surety Company Name)</p> <p>_____ (Surety Company Mailing Address)</p> <p>_____ (Surety Company Area Code and Phone Number)</p> <p>_____ (Agent's Area Code and Phone Number)</p>														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">PRINCIPAL MUST BE SHOWN AS:</th> <th style="text-align: left;">WHO MUST SIGN:</th> </tr> </thead> <tbody> <tr> <td>Proprietorship-individual owner</td> <td>-individual</td> </tr> <tr> <td>Partnership-all partners' names</td> <td>-partner</td> </tr> <tr> <td>Corporation-corporate name</td> <td>-officer</td> </tr> <tr> <td>Limited partnership-partnership name & general partner</td> <td>-general partner</td> </tr> <tr> <td>Limited liability partnership-partnership name & all partners</td> <td>-general partner</td> </tr> <tr> <td>Limited liability company-company name</td> <td>-officer/manager</td> </tr> </tbody> </table>	PRINCIPAL MUST BE SHOWN AS:	WHO MUST SIGN:	Proprietorship-individual owner	-individual	Partnership-all partners' names	-partner	Corporation-corporate name	-officer	Limited partnership-partnership name & general partner	-general partner	Limited liability partnership-partnership name & all partners	-general partner	Limited liability company-company name	-officer/manager	
PRINCIPAL MUST BE SHOWN AS:	WHO MUST SIGN:														
Proprietorship-individual owner	-individual														
Partnership-all partners' names	-partner														
Corporation-corporate name	-officer														
Limited partnership-partnership name & general partner	-general partner														
Limited liability partnership-partnership name & all partners	-general partner														
Limited liability company-company name	-officer/manager														

(COMPLETE NEXT PAGE)

ACKNOWLEDGMENTS

(FOR PRINCIPAL)

BEFORE ME, the undersigned authority in and for said State on this day personally appeared

_____ known to me to be the person whose name is subscribed to the
(Name of Principal)
foregoing instrument, and acknowledged to me that he or she executed the same, for the purposes and considerations therein expressed.

Given under my hand and seal of office, this date _____ A.D., _____

**SIGN
HERE**

Notary Public

(S E A L)

(FOR SURETY COMPANY)

BEFORE ME, the undersigned authority in and for said State on this day personally appeared

_____ known to me to be the person whose name is subscribed to the
(Name of Attorney-in-Fact)
foregoing instrument, and acknowledged to me that he or she executed the same as the act and deed of the surety company thereof, and for the purposes and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this date _____ A.D., _____

**SIGN
HERE**

Notary Public

(S E A L)

PRINCIPAL-ACKNOWLEDGMENT

Name of principal who signed the bond must be shown.
Notary public must date and sign the acknowledgment and affix notary seal.

SURETY COMPANY-ACKNOWLEDGMENT

Name of attorney-in-fact who signed the bond must be shown.
Notary Public must date and sign the acknowledgment and affix notary seal.

INSTRUCTIONS

- A. On the face of the bond
 - No. (1) Must indicate bond number
 - No. (2) Name of principal
 - No. (3) The surety company name
 - No. (4) Type of permit/license
 - No. (5) City of business location
 - No. (6) County of business location
- B. This bond should accompany all original and renewal applications for a **Brewer's Permit (B), Nonresident Brewer's Permit (U) Manufacturer's License (BA) and Nonresident Manufacturer's License (BS)** that you the applicant do not own a fee interest (ownership) in a brewery facility.
- C. Ensure the principal date is entered and the principal has signed the bond.
- D. The attorney-in-fact must date the bond; sign his/her name, enter surety company name, surety mailing address and surety telephone number.
- E. Power of Attorney authorizing attorney-in-fact to sign for Surety Company must be attached.
- F. This form will not be accepted with any alterations or whiteouts on the face of the bond. Bond riders will be accepted from bonding company to correct errors noted by the Commission. Corrections in the acknowledgments will be accepted if the notary public has initialed the correction made thereon.
- G. Any correspondence should be addressed to the:

Texas Alcoholic Beverage Commission
P.O. Box 13127, Austin, TX 78711
(512) 206-3333



LETTER OF CREDIT

(Security for Taxes and/or Permit Fees)

Gentlemen: **Irrevocable Letter of Credit No.** _____

We hereby establish our irrevocable letter of credit in favor of the State of Texas for the account of **(1)** _____

_____ doing business as **(2)** _____

located **(3)** _____, **(4)** _____,

Texas, under **(5)** _____ license/permit **(6)** _____.

This letter of credit is effective up to the aggregate amount of \$ _____.

This letter of credit shall remain in effect until the **(7)** _____

is released or discharged by the Texas Alcoholic Beverage Commission, or until the expiration date of **(8)** _____.

This is your authority to draw drafts for any amount or the full amount not to exceed \$ _____.

The letter of credit is given as security for liability of taxes and/or license/permit fees, including interest and penalties, which may accrue under the provisions of the Alcoholic Beverage Code and the Rules of Procedure of the Texas Alcoholic Beverage Commission. The Texas Alcoholic Beverage Commission, acting for the State of Texas, may draw upon this letter of credit prior to its expiration if, in their opinion, unpaid license/permit fees and/or unpaid tax liability, whether disputed or not, might exist, but any such funds will be held in a suspense account subject to final determination under due process of law.

All drafts are to be marked "Drawn under Letter of Credit No. _____."

SIGN HERE	 _____ (Signature of Bank Officer)	Name of Bank	
		Address	
	 _____ (Title of Bank Officer)	City, State, Zip	
		Area Code + Phone No.	

BEFORE ME, the undersigned authority, on this _____ day of _____ A.D., _____ the bank officer whose name is subscribed to the foregoing instrument personally appeared and acknowledged to me that he or she executed the same as the act and deed of the above referenced bank, for the purposes and considerations therein expressed and in the capacity therein stated.

S E A L

**SIGN
HERE:** _____
Notary Public

INSTRUCTIONS

- | | |
|--|--|
| <p>(1) Name of Applicant:
 IF: Corporation ----- Corporate name must be shown
 Partnership ----- All partners' names must be shown
 Limited Partnership - Name of limited partnership and general partner must be shown
 Private Club ----- Name of the club must be shown--(If Corporation-Corporate name)
 Proprietorship ----- Name of individual must be shown
 Limited Liability Partnership -- Name of limited liability partnership and all partner's names must be shown
 Limited Liability Company ---- Name of limited liability company must be shown</p> <p>(8) For ORIGINAL applications, if an expiration date is used, it MUST be for 2 years, otherwise, this letter of credit will be unacceptable.
 For RENEWAL applications, if an expiration date is used, it MUST be for 2 years from the issue date of the license/permit the letter of credit supports, otherwise, this letter of credit will be unacceptable.</p> <p>FOR RENEWAL-LETTERS OF CREDIT MUST BE DATED ON OR BEFORE THE RENEWAL DATE OF THE LICENSE/PERMIT AND MUST CONTAIN A DIFFERENT LETTER OF CREDIT NUMBER EACH YEAR.
 TAX SECURITY MUST BE PROVIDED WITH EACH ORIGINAL AND EACH RENEWAL APPLICATION IN ORDER THAT WE MAY HAVE SEPARATE TAX LIABILITY FOR EACH LICENSE/PERMIT YEAR.</p> | <p>(2) Trade Name of Business
 (3) Actual Business Address (Not Mail Address)
 (4) City of Business Location
 (5) Type of License/Permit
 (6) License/Permit Number, if Issued
 (7) Name of Bank</p> |
|--|--|

**THIS FORM WILL NOT BE ACCEPTED WITH ANY WHITEOUTS OR ALTERATIONS.
 NOTARIZED AMENDMENTS FROM BANK WILL BE ACCEPTED TO CORRECT ERRORS NOTED BY THE COMMISSION.**

TAB C USE ONLY	Date/Signature of Personnel Verifying Bank Information: _____
	Name of Bank Personnel Contacted: _____



ASSIGNMENT

(Security for Taxes and/or Fees)

Title 5, chapter 204, Section 204.01(d), and Section 204.02(b), Alcoholic Beverage Code 1977, As Amended

(1) _____ hereinafter called assignor, whose principal place of business is (2) _____

(3) _____, _____, Texas, do (does) hereby assign, and set over the Texas Alcoholic Beverage Commission of the State of Texas, all right, title and interest of whatever nature, of assignor, in and to the insured account of assignor in the (4) _____

_____ evidenced by (5) _____ in the amount of (6) _____ \$ _____ numbered (7) _____

Assignor agrees that this assignment carries with it the right to the insurance of the account by the (8) _____ and includes and gives the right to the Administrator of the Texas Alcoholic Beverage Commission of the State of Texas to redeem, collect, and withdraw any part or the full amount of such account at any time WITHOUT NOTICE TO THE ASSIGNOR. This assignment is given as security for liability of taxes and/or permit fees, including interest and penalties, which may accrue under the provisions of the Alcoholic Beverage Code of the State of Texas and the Rules of Procedure of the Texas Alcoholic Beverage Commission.

Assignor hereby notifies the above named (4) _____ of the assignment.

Date _____ SIGN HERE _____ (Signature of Assignor)

RECEIPT FOR NOTICE OF ASSIGNMENT

Receipt is acknowledged to the Administrator of the Texas Alcoholic Beverage Commission of the State of Texas of written notice of the assignment to said State of Texas of the account identified above. We have noted in our records the State's interest in said account as shown by the above assignment. We certify that we have received no notice of any lien, encumbrance, hold, claim, or obligation of the above-identified account prior to assignment to the State of Texas. We agree to make payment by mail to the State of Texas upon demand by mail in accordance with the laws applicable to this (9) _____.

Date _____	Name of Bank _____	_____
SIGN HERE _____	Address _____	_____
(Signature of Bank Officer)	City, State, Zip _____	_____
_____	Phone No. _____	_____
(Title of Bank Officer)		

- (1) Name of Applicant: IF: Corporation ----- Corporate name **must** be shown
- Partnership ----- All partners' names **must** be shown
- Limited Partnership ----- Name of limited partnership and general partner **must** be shown
- Private Club ----- Name of the club **must** be shown - (If Corporation - Corporate name)
- Proprietorship ----- Name of individual **must** be shown
- Limited Liability Partnership ----- Name of limited liability partnership and all partners' names **must** be shown
- Limited Liability Company ----- Name of limited liability company **must** be shown
- (2) Trade Name of Business (6) Amount in words and figures
- (3) Actual Business Address and City (Not Mail Address) (7) Number of C.D. or Savings Account
- (4) Name of Bank, association or credit union (8) Name of U.S. Agency insuring deposit
- (5) Description of automatically renewable time Certificate of Deposit or Savings Account (9) Bank, association or credit union

THE ASSIGNMENT OF THIS CERTIFICATE OF DEPOSIT OR SAVINGS ACCOUNT PASSBOOK PROHIBITS THE BANK FROM DISPERSING THE PRINCIPAL MONIES ASSIGNED TO THE TEXAS ALCOHOLIC BEVERAGE COMMISSION UNTIL RELEASED OR DISCHARGED, IN WRITING, BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION.

TAX SECURITY MUST BE SUBMITTED WITH EACH ORIGINAL AND EACH RENEWAL APPLICATION, IN ORDER THAT WE MAY HAVE SEPARATE TAX LIABILITY TO COVER EACH PERMIT YEAR.

(COMPLETE THE NEXT PAGE)

ACKNOWLEDGMENTS

No. 1 (FOR ASSIGNOR)

BEFORE ME, the undersigned authority in and for said State on this day personally appeared _____ known to me to be the person whose name is subscribed to the
(Name of Assignor)
foregoing instrument, and acknowledged to me that he or she executed the same, for the purposes and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____ A.D., _____

**SIGN
HERE** _____

Notary Public

(S E A L)

No. 2 (FOR BANK OR SAVINGS ASSOCIATION)

BEFORE ME, the undersigned authority in and for said State on this day personally appeared _____ known to me to be the person whose name is
(Name of Bank Officer)
subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same as the act and deed of the bank thereof, and for the purposes and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____ A.D., _____

**SIGN
HERE** _____

Notary Public

(S E A L)

NO. 1 – ASSIGNOR

Name of assignor (permittee/licensee) who signed the assignment must be shown.

Notary public must date, sign the acknowledgment and affix notary seal.

NO. 2 – BANK OR SAVINGS ASSOCIATION

Name of bank officer who signed the assignment must be shown.

Notary Public must date sign the acknowledgment and affix notary seal.

INSTRUCTIONS

1. This assignment form may only be used for Security for Taxes and/or Permit Fees purposes and the certificate of deposit or savings account must be issued by a Texas bank, savings institution or credit union.
2. Upon expiration of a license or permit, its voluntary cancellation, or upon the applicant's subsequent approval for exemption from the security requirements, the licensee or permittee may request (in writing) the release and return of the security supporting their license or permit.
3. The release of this security will not be unreasonably withheld; however, the bank, savings institution or credit union is not released from its obligation until they receive written notice of the release from this agency.