



# Illinois Liquor Control Commission

## Notice of Cooperative Purchasing Agreement

### Authorized Agent(s)

*Authority to act as an agent for the retailers named herein and to purchase wine or spirits, excluding beer, on behalf of the cooperative purchase group.*

*(Cooperative Purchasing Groups shall be recognized 7 days after the completion and submission of this form to the Illinois Liquor Control Commission and applicable licensed distributors.)*

Buying Group Name: \_\_\_\_\_

1. Authorized Agent Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

2. Authorized Agent Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

*By signing below, I certify and acknowledge that:*

- a) Any licensee that is party to this agreement is not a party to any other related cooperative purchasing agreement.
- b) A copy of the executed cooperative purchasing agreement, including any amendments, deletions, or additions, will be kept on the premises of each party to the agreement for a period of 3 years.
- c) A copy of the executed cooperative purchasing agreement, including any amendments, deletions, or additions, will be delivered to the relevant licensee with distribution privileges and to the State Commission before making any purchases under the agreement; any amendments, deletions, or additions must be submitted to the State Commission within 7 business days after the amendment, deletion, or addition is executed.
- d) This cooperative purchasing group is comprised of retail licenses engaged in the sale of wine or spirits for \_\_\_\_\_ (on/off) premises.  
(Cooperative purchasing group members must be either all on-premises retail licensees or all off-premises retail licensees.)
- e) No retail licensee in this cooperative purchasing agreement is a member of another cooperative purchase group. A retail licensee may change to a different cooperative purchase group no more than twice in a 12-month period. However, if an existing cooperative purchase group member purchases a retail location from a member of another cooperative purchase group, the new owner of the retail location may move the membership of the retail licensee to a different cooperative purchasing group.
- f) When a retail licensee joins an existing cooperative purchasing group, the new member must be a member for a period of 7 days before being able to participate in any quantity discount programs.
- g) Any individual retail licensee that is a member of a cooperative purchase group that fails to comply with the terms and conditions of this Section may be deemed to be in violation of Section 6-5. Any distributor or importing distributor that fails to comply with this Section may be deemed to be in violation of Section 6-5.
- h) No retail licensee member has an ownership interest, directly or indirectly, in any entity licensed by the Illinois Liquor Control Act other than a retailer.
- i) I have not received or been lent money or anything of value from a manufacturer, importer, non-resident dealer, distributor, or importing distributor.
- j) It is the duty of each retail licensee of the cooperative purchase group to make books and records available upon reasonable notice for the purpose of investigation and control by the State Commission or any local liquor control commission having jurisdiction over the retail licensee of the cooperative purchase group.
- k) No cooperative agent shall have an ownership interest, directly or indirectly, in an entity licensed under any other license category under the Liquor Control Act.
- l) A retailer, manufacturer, importing distributor, distributor, or cooperative agent shall remain in compliance with federal law pursuant to the prohibitions and exceptions provided in 27 CFR Part 6 and any promulgated rules thereof. A cooperative agent that is compliant with Sections 6-5 and 6-6 shall not receive cash or anything of value from an importing distributor or distributor, non-resident dealer or manufacturers as part of a cooperative purchasing group agreement.
- m) The cooperative purchasing group identified herein has retained a surety bond for no less than \$250,000 for the purpose of payment of delinquencies of a cooperative member pursuant to 235 ILCS 5/6-5.

Surety Bond Company Name: \_\_\_\_\_

### **Authorized Agent(s) Signature(s)**

(Certifies and acknowledges above referenced statements and that all retailers listed herein are members of the same cooperative purchasing group)

1. \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

2. \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_



# Illinois Liquor Control Commission Cooperative Purchasing Agreement Members

## Complete License Information for All Parties

*(Add additional seats as necessary and attach to this document)*

**1.**  
Licensee Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Date Joined Agreement: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
State License Expiration: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Local License Expiration: \_\_\_\_\_

**2.**  
Licensee Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Date Joined Agreement: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
State License Expiration: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Local License Expiration: \_\_\_\_\_

**3.**  
Licensee Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Date Joined Agreement: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
State License Expiration: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Local License Expiration: \_\_\_\_\_

**4.**  
Licensee Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Date Joined Agreement: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
State License Expiration: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Local License Expiration: \_\_\_\_\_

**5.**  
Licensee Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Date Joined Agreement: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
State License Expiration: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Local License Expiration: \_\_\_\_\_

**6.**  
Licensee Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Date Joined Agreement: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
State License Expiration: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Local License Expiration: \_\_\_\_\_

**7.**  
Licensee Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Date Joined Agreement: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
State License Expiration: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Local License Expiration: \_\_\_\_\_

**8.**  
Licensee Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Date Joined Agreement: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
State License Expiration: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Local License Expiration: \_\_\_\_\_

**9.**  
Licensee Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Date Joined Agreement: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
State License Expiration: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Local License Expiration: \_\_\_\_\_

**10.**  
Licensee Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Date Joined Agreement: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
State License Expiration: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Local License Expiration: \_\_\_\_\_

Submit to [ILCC@Illinois.gov](mailto:ILCC@Illinois.gov)