



**Supplier Appointment of Agent Form
Warehousing for Open Listings Program (Authorized Agents)**

To: Liquor Control Board of Ontario ("LCBO"), 100 Queens Quay East, 9th Floor, Toronto, ON M5E 0C7

Attention: LCBO Corporate Affairs Department – lcbo-policy@lcbo.com

Date:

SUPPLIER ("We" or the "Supplier")	
Legal Name:	Telephone:
Operating Name (if different from legal name):	
Address:	Contact Name:
Email:	

SUPPLIER'S APPOINTED AGENT ("AGENT")	
Legal Name:	Telephone:
Agent Number:	
Address:	Contact Name:
Email:	

To whom it may concern:

We are or wish to be a supplier of liquor products to the LCBO for resale by the LCBO. We acknowledge that we have reviewed and read: (i) LCBO's product policies and guidelines, as amended from time to time, relating to the products, and (ii) LCBO's Supplier Code of Business Conduct, as amended from time to time (collectively, the "**LCBO Policies**"), which LCBO Policies are available online at www.doingbusinesswithlcbo.com.

As of the date hereof, we hereby authorize _____ ("**Agent**") as our sole representative in the Province of Ontario to solicit orders for our liquor products that are set out in Schedule "A" hereto (the "**Products**") and to handle all administrative matters with the LCBO concerning the sale of our Products, effective as of the date hereof and until we notify the LCBO otherwise in writing.

We acknowledge and agree to the terms and conditions below:

1. We understand that only one Product can be represented by one agent at any one time in the Province of Ontario. Accordingly, by submitting this appointment letter (the "**Appointment Letter**"), we represent and warrant that the Agent is the sole representative for the Product(s) described in Schedule "A" and shall remain the sole representative unless the Supplier notifies the LCBO in writing of a change of agent. In the event of a change of agent, all Product in Ontario must be transferred to the new appointed agent. The Supplier acknowledges and agrees that the LCBO may in its sole discretion provide information regarding the Supplier to the Agent and may provide information regarding the Agent to the Supplier, provided that the LCBO shall not be under any obligation to do so.

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2. We confirm that we have appointed the Agent as our agent in Ontario to facilitate sales of the Products and agree, represent and warrant to the LCBO that:
 - (a) to the best of our knowledge, the Agent is the holder of a valid licence to represent us issued under the *Liquor License and Control Act, 2019*, as may be amended or supplemented from time to time (the "**Agent's Licence**");
 - (b) to the best of our knowledge, the Agent shall continue to be the holder of the Agent's Licence during the term of its appointment as our agent under this Appointment Letter;
 - (c) to the best of our knowledge, all information which the Agent has provided or will provide to the LCBO is true, complete and correct; and
 - (d) we shall cause the Agent to comply with:
 - i. the LCBO Policies;
 - ii. the requirements of the Supplying Source Program and the Service Level Agreement, the Agent's Licence, the Agent Authorization (as defined below) and the terms of this Appointment Letter; and
 - iii. all applicable laws, regulations, orders, licences, permits or other government requirements, including without limitation, all licence obligations relating to the transportation of goods including liquor and any other requirements relating to the Agent's activities under the Warehousing for Open Listings Program (the "**Program**").
3. The LCBO may rely on this Appointment Letter without further inquiry until the LCBO receives written notice to the contrary from us. We understand that we shall be deemed to ratify whatever the Agent does or causes to be done on our behalf in respect of the subject matter of this Appointment Letter. Without limiting the generality of the foregoing, we authorize the Agent to (i) register and apply for listings for our Products in LCBO's wholesale catalogue and agree to financial commitments relating thereto, on our behalf; and (ii) sign or complete any form or documents or do whatever the Agent deems useful (or as the LCBO requires) with the same effect as having been completed, done or signed by us. We acknowledge that successful registration and listing of our Products with the LCBO allows our Agent to solicit orders for the Products from LCBO wholesale customers in the Province of Ontario, but that our Agent is not authorized to sell any Products in Ontario, and all sales of Products must be made by the LCBO to its wholesale customers and not otherwise. We also acknowledge that our Agent must further negotiate with the LCBO and follow all LCBO listing policies and procedures in order to sell any Products through LCBO retail stores, which LCBO may or may not agree to.

We acknowledge that any registration of our Products may be cancelled upon our written notice to the LCBO, and may be cancelled upon written notice to us and our Agent by the LCBO, in accordance with the LCBO's Wholesale Delisting Policy, which is set out in the LCBO's Wholesale Supply and Delivery Procedures Manual (the "**Manual**").

4. The Agent may enter into an agreement on our behalf with [Name of Authorized Operator] (the "**Operator**") for the warehousing, storage and order fulfillment of our Products at the Operator's warehouse (the "**Authorized Warehouse**"). We authorize our Agent to conduct all business, as required with the Operator, including replacement of the Operator by the Agent, in the Agent's discretion, upon providing written notice to the LCBO of any change in Operator and/or the Authorized Warehouse location.
5. Our Agent may initiate requests to supply the Products to the LCBO, and if accepted by the LCBO, the LCBO will issue an order to us for Product, and we will supply the Product to the LCBO only upon receipt of such an order. We agree and acknowledge that the Agent will manage all LCBO orders on our behalf, and that any Product will

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be stored at the Authorized Warehouse until such time as the Product is purchased from the LCBO by an LCBO wholesale customer, or until otherwise removed or approved for transfer in the LCBO's sole discretion.

6. We hereby direct you to make payments for the Products as follows:
 - a. ☐ Payment to be made to [Supplier Name] _____; or
 - b. ☐ Payment to be made to [Agent Name] _____ pursuant to the [Direction to Pay Agent Form](#) included with this Appointment Letter.
7. We understand that our Agent may not submit any requests to supply the Products to the LCBO and the LCBO will not issue an order to us for Product until such Product has been submitted by the Agent and approved by the LCBO for listing in the LCBO wholesale catalogue in accordance with the wholesale listing process as set out in the Manual. We understand that all Product that arrives in Ontario must also pass LCBO quality assurance testing and validation as a condition of being made available for sale to LCBO wholesale customers, and our Agent will provide commercial samples for all initial shipments of a Product, and on an ongoing basis as requested by the LCBO, at the Agent's expense. We agree and acknowledge that we will maintain title to the Product while it is stored in an Authorized Warehouse, and that our Agent is responsible for all Product stored at an Authorized Warehouse, including for any payments of import costs due to the LCBO for Product that is lost, stolen, damaged or is otherwise not able to be sold to LCBO wholesale customers. We agree and acknowledge that we, or our Agent, as applicable, will not receive any payment from the LCBO for the Product until the Product is purchased from the LCBO by an LCBO wholesale customer, and the LCBO subsequently issues a purchase order to us for such Product (a "**Purchase Order**"). We agree to comply with the terms and conditions of each Purchase Order issued by the LCBO.
8. We acknowledge and agree that the LCBO will require the Agent to enter into a written agreement with the LCBO in the form required by the LCBO from time to time (the "**Agent Authorization**"), and that the Agent may share a copy of the Agent Authorization with us. The Supplier acknowledges having received a copy of the Manual and the Service Level Agreement for the Supplying Source Program and has read and understood the terms and conditions set out in those documents. We understand that our appointment of the Agent is subject to the Agent complying at all times with the terms and conditions of this Appointment Letter, the Agent Authorization and the Service Level Agreement.
9. If the LCBO provides the Supplier with written notice that the Agent is no longer eligible to participate in the Program, which reasons may include but are not limited to the expiration or revocation of the Agent's Licence or the Agent Authorization, or the Supplier provides the LCBO with written notice that the Agent is no longer entitled to act as the Supplier's Agent, the Supplier shall designate in writing another person or entity as its candidate as an agent for the Products. Written notice must be provided by email to the LCBO at lcbo-policy@lcbo.com prior to the effective date of the cancellation/change of agent. For each new agent appointment, the Supplier will be required to execute a new Appointment Letter. We understand that no Products may be sold to LCBO wholesale customers unless there is an active appointment of an eligible agent to represent the Products.
10. We acknowledge that, notwithstanding anything contained in this Appointment Letter or the Agent Authorization, we (together with the Agent) are jointly and severally liable for any financial commitment entered into by the Agent with LCBO in connection with this Appointment Letter and the Agent Authorization. Consequently, the Supplier waives the right to invoke any defect on the part of the Agent to refuse to honour any financial commitment entered into by the latter with the LCBO. Notwithstanding any other term of this Appointment Letter or any other agreement between the LCBO and the Supplier, the LCBO shall be entitled to

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set off all amounts owing by the Supplier under this Appointment Letter against any amount presently or hereafter owing by the LCBO to the Supplier.

11. The Supplier shall indemnify, defend and hold harmless the LCBO, its employees, officers, agents and representatives from and against any and all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs and expenses (including reasonable legal and advisory fees) of whatever kind or nature arising out of or in connection with the Agent's or the Supplier's acts or omissions in connection with this Appointment Letter, the Agent Authorization or the Service Level Agreement, whether or not such acts or omissions were authorized by the Supplier.
12. We also represent and warrant to the LCBO that: (a) other than as disclosed to the LCBO in an appendix to this Appointment Letter (i) we do not hold, and are not affiliated with the holder of a grocery store or convenience store licence or a licence to operate a liquor consumption premises under the *Liquor Licence and Control Act, 2019* and (ii) we are not affiliated with or do not have a direct or indirect financial interest in any LCBO wholesale customer; and (b) we shall comply with all applicable laws, regulations, orders, licenses, permits or other government requirements, including without limitation, any requirements relating to our activities under the Program and the LCBO Policies.

Acknowledged and agreed to by the Supplier:

Supplier Corporate Name:

Authorized Signatory: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the Supplier.

Acknowledged and agreed to by the Agent:

Agent Corporate Name:

Authorized Signatory: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the Agent.

Schedule "A" Supplier Confirmation of Products

Agent Name:	
Supplier Name:	
New Confirmation ☐ Amendment ☐	

The Supplier hereby confirms to the Liquor Control Board of Ontario (the "LCBO") that the above-named Agent:

☐ is the Supplier's sole representative in the Province of Ontario for all of the Supplier's Products
(check this box if this applies)

OR

☐ is the Supplier's sole representative in the Province of Ontario for only the following liquor products (representing some but not all of the Supplier Products):

Brand	Product Name	Product Number

Note: Agent must represent each Product in all sizes and forms and the entire brand line.

The Supplier may amend the foregoing confirmation from time to time by notice in writing to the LCBO. Amendments are not effective until the LCBO has confirmed receipt of such amendments. Where the Supplier submits an amendment, such amendment will supersede any previous Confirmation of Products submitted by the Supplier.