

Lab Testing and Waiver Policy – Personal Exemption

The LCBO tests all beverage alcohol products which it imports and sells to licensees for resale to the public at large. Where a non-licensee (a person who is not licensed or approved to sell liquor by either the AGCO or the LCBO) orders liquor for his/her own personal use, he/she may request the LCBO for an exemption from laboratory testing (“**Personal Exemption**”) and in this regard will be required to sign a **Release and Indemnification** acknowledging that he/she will be fully responsible for all damages suffered by himself/herself or any person as a result of or in connection with the liquor products that have not been tested, whether as a result of tampering with the product or otherwise. He/she must also agree to indemnify the LCBO with respect to any claim, action, etc. of any kind made against the LCBO by any person in connection with injury of damages which result from the liquor that has not been tested. A product may qualify for a Personal Exemption when the product quantity does not exceed 90 Litres over a 12 month period.

Request for Personal Exemption - Release and Indemnification

After having read the above, I hereby request the LCBO to exempt my shipment of beverage alcohol products placed with the LCBO Specialty Services Department or imported as an unsolicited order from laboratory testing. I am purchasing these products for my own use. In consideration of the LCBO importing or clearing these products at my request and for my personal use, I hereby release and forever discharge the LCBO from all claims, demands, damages, actions, or causes of actions, suits and damages of any kind or description arising in connection with the above-described products as a result of any tampering with the products or otherwise. I also hereby agree to indemnify the LCBO and its successors and assigns against all actions, damages, debts, accounts, claims, demands of any kind whatsoever which may be brought against the LCBO by any third party with respect to or in connection with the above described products.

CUSTOMER NAME *(typed)*

DATE

CUSTOMER SIGNATURE *(hand-signature):*

Lab Testing and Waiver Policy – Price Exemption

The Agent, on behalf of the vendor, may request the LCBO for an exemption from lab testing of the product based on the retail price for non-licensee and licensee customers (“**Price Exemption**”) and in this regard will be required to sign a **Release and Indemnification**, on behalf of the vendor, acknowledging that the vendor will be fully responsible for all damages suffered by the vendor, agent or any person as a result of or in connection with the liquor products that have not been tested, whether as a result of tampering with the product or otherwise. The vendor must agree to indemnify the LCBO with respect to any claim, action, etc. of any kind made against the LCBO by any person in connection with injury of damages which result from the liquor that has not been tested. A product may qualify for a Price Exemption when (i) the product quantity does not exceed 90 Litres over a 12 month period; and (ii) the retail price of the product exceeds \$100 per 750ml bottle.

Request for Price Exemption - Release and Indemnification

After having read the above, I, on behalf of the vendor, hereby request the LCBO to exempt this shipment of beverage alcohol products placed with the LCBO Specialty Services Department or imported as an unsolicited order from laboratory testing. In consideration of the LCBO importing or clearing these products at my request, the vendor hereby releases and forever discharges the LCBO from all claims, demands, damages, actions, or causes of actions, suits and damages of any kind or description arising in connection with the above-described products as a result of any tampering with the products or otherwise. The vendor also agrees to indemnify the LCBO and its successors and assigns against all actions, damages, debts, accounts, claims, demands of any kind whatsoever which may be brought against the LCBO by any third party with respect to or in connection with the above described products.

AGENT NAME *(typed)*

DATE

AGENT SIGNATURE *(hand-signature):*
(I have authority to bind the Vendor)