



**DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)
BREWER'S BOND**

*(You must file two copies of this bond with original signatures.
Please see the instructions below.)*

Please check one box. This bond covers a:

Brewery Pilot Brewing Plant

EIN: _____

What is your brewery's legal name? _____ If your brewery is a corporation, a limited liability company, a partnership, or a limited partnership, list the State of Incorporation or organization.

What is your brewery's mailing address?

What is the location of your brewery?

What surety issues this bond?

The amount of this bond is _____ . The bond effective date is _____ .

The bond type is (check one): Original Strengthening Superseding

Penalties of Perjury Statement

I, the brewery, agree to all terms and conditions of the bond as listed below. I further declare under penalties of perjury that the persons owning, controlling, or actively participating in the management of the brewery have never compromised or been convicted in a court of competent jurisdiction of:

- Any fraudulent noncompliance with any provision of law of the United States,
- if it relates to Internal Revenue or Customs taxation of distilled spirits, wines or beer, or
- if the offense is compromised with the individual, firm, partnership, corporation, or association on payment of penalties or otherwise;

OR

- Any felony under a law of any State or the District of Columbia, or the United States, prohibiting the manufacture, sale, importation, or transportation of distilled spirits, wines, beer, or other intoxicating liquor. In the event that the above statements contain an affirmative answer,

We, the brewery and the surety, witness our hands and seals this _____ day of _____, _____.

Signed, sealed, and delivered in the presence of--

Brewery's Legal Name _____ Surety Company _____

Signature _____ Signature _____

Name and Title _____ Name and Title _____

Seal (or two witnesses if no seal) _____ Seal _____

Alcohol and Tobacco Tax and Trade Bureau - Approval and Acceptance

On behalf of the United States of America, I approve and accept this bond.

 Director, National Revenue Center
 Alcohol and Tobacco Tax and Trade Bureau

 Date Approved

This bond expires on _____

What is the purpose of this bond?

We, the brewery (as principal) and the surety or sureties, promise ourselves to the United States of America for payment in the amount of this bond in lawful money of the United States. This bond firmly binds ourselves, together and individually, our heirs, executors, administrators, successors, and assigns.

At the premises identified in this bond the brewery is now engaged in, or intends to engage in:

- the business of producing beer on the premises of the brewery; OR
- the operation of a pilot brewing plant.

These are the terms of this bond.

1. What is the bond effective date?

- This bond is effective only if TTB agrees to accept this bond.
- If TTB accepts this bond it is effective without notice to us.
- The bond effective date is the date listed on the front of this bond.

2. When does this bond expire?

- This bond expires with respect to the accrual of further liability four years from the effective date.
- We may continue the bond in force for additional, successive periods of four years by mutually agreeing to extend the bond, with a Brewer's Bond Continuation Certificate, TTB F 5130.23. The continuation certificate continues the bond in force only if TTB agrees to accept it.

These are the conditions of this bond.

- 1. Liability:** I, the brewery, must pay to the United States, according to the laws and regulations of the United States, the taxes on all beer, including penalties and interest, for which I become liable.

(a) Liability as a brewery: I am liable for taxes for all beer removed for consumption or sale, including beer that I:

- (1) transfer to this brewery from other breweries or pilot brewing plants I control;
- (2) import in bulk and remove from customs custody for transfer to my internal revenue bond;
- (3) remove without payment of tax for export, for use as supplies on vessels or aircraft, or for transfer to and deposit in foreign-trade zones for exportation, which is not exported or used as authorized;
- (4) remove without payment of tax for laboratory analysis, or for authorized research, development or testing of processes, systems,

(b) Liability as a pilot brewing plant: As a pilot brewing plant operator I am liable for taxes for all beer I brew, produce, or receive on the pilot brewing plant.

- 2. Faithful compliance:** I must faithfully comply in all respects, without fraud or evasion, with all legal and regulatory requirements relating to the production and sale of beer.

- 3. Full obligation:** This obligation remains in full force and effect until I fulfill my obligations under the laws and regulations.

- 4. Changes while bond is in effect:** We, the brewery and the surety (or sureties) agree that all stipulations, covenants, and agreements of this bond extend and apply equally to any change in the business that requires a new or amended Brewer's Notice for this brewery or pilot brewing plant. This condition does not apply when the change is a change in the ownership of the business or is a change of location of the premises.

- 5. We agree that TTB** may grant the brewery an installment payment agreement for taxes, penalties, and interest. Installment agreements are within the terms and conditions of the bond and do not affect TTB's ability to pursue all available remedies against us under the bond.

- 6. United States action if we breach any condition:** On the breach of any of the conditions of this bond, the United States may pursue remedies against the brewer or surety (or sureties) independently, or against both jointly. The surety (or sureties) waives any right or privilege to require that the United States must first start an action, intervene in any action already started, or otherwise exhaust its remedies, against the brewer.

Paperwork Reduction Act Notice

This request is in accordance with The Paperwork Reduction Act of 1995. We use this information to determine whether you are qualified to operate as a brewer. We must identify: you as the brewer, the surety company, and the penal sum of the bond. The information we request is required for you to obtain a benefit and is mandatory by law (26 U.S.C. § 5401).

We estimate the average burden associated with this collection to be 1 hour per brewer, depending on individual circumstances. Address your comments concerning the accuracy of this burden estimate and suggestions to reduce this burden to: Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, Washington, DC 20220.

An agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a current, valid OMB control number.

Privacy Act Information

We provide this information to comply with Section 3 of the Privacy Act of 1974 (5 U.S.C. 552a(e)(3)):

- 1. What is TTB's authority to ask for this information?** We require this information under the authority of 26 U.S.C. 5401. You must disclose this information to obtain authority to conduct brewing operations.
- 2. What is the purpose for this information collection?** You provide this information to give us a bond for your compliance with requirements to establish a brewery, so that we may identify you as a brewer, and to identify your collateral for a brewer's bond.
- 3. How does TTB routinely use this information?** We use this information to make determinations for the purposes described in paragraph 2. Also, we may disclose the information to other Federal, State, foreign and local law enforcement and regulatory agency personnel to verify the information on the form where such disclosure is not prohibited by law. We may disclose the information to the Justice Department if it appears that the furnishing of false information may constitute a violation of Federal law. Finally, we may disclose the information to members of the public in order to verify information on the form where such disclosure is not prohibited by law.
- 4. What is the effect of my not supplying the information TTB requests?** If you fail to supply complete information then we will delay processing and may disapprove or deny your application.

Brewer's Bond — Instructions

- 1. Where can I get assistance?**
For help with this form, you may call us toll-free at 1-877-882-3277.
 - 2. Why must I submit two copies with original signatures?**
If we accept your bond, we will keep one copy for our files and return the duplicate copy to you for your records. Both copies must have original signatures. The bond must be signed by someone who has authority to sign documents submitted to this Bureau on behalf of the brewery.
 - 3. Where do I send this bond?**
Send both signed copies and necessary attachments to:
Director, National Revenue Center
Alcohol and Tobacco Tax and Trade Bureau
550 Main St, Ste 8002
Cincinnati, OH 45202
 - 4. What is an EIN?**
EIN stands for Employer Identification Number. We use your EIN to identify your brewery in our registry and tax systems. If you do not have an EIN, you must obtain one from the Internal Revenue Service (IRS). Use an IRS Form SS-4 and follow instructions on the form to apply for an EIN.
 - 5. What is a surety?**
A surety is a company that promises to ensure payment of your liability, up to the amount of the bond. The Secretary of the Treasury authorizes qualified companies to give bonds and to act as corporate surety to protect revenue. You may find a list of authorized corporate sureties in Treasury Department Circular 570, available from the Surety Bond Branch, Financial Management Service, Department of the Treasury, Washington, DC 20220 or at www.fms.treas.gov.
 - 6. May I use more than one surety company?**
Yes, you may use more than one surety company under the provisions of 27 CFR 25.98((d)).
 - 7. How do I determine the bond amount?**
The bond amount is equal to 10 percent of the maximum amount of tax liability for a calendar year beginning January 1. **The minimum bond amount is \$1,000** (*\$500 for a pilot brewing plant*). The maximum is \$500,000. Please see 27 CFR Part 25 to determine the appropriate bond amount, or call us toll-free at 1-877-882-3277 for assistance.
 - 8. What type of bond do I file?**
 - When you start your brewery you must file an **original** bond.
 - You may file a **strengthening** bond to add more coverage to your existing bond.
 - You may file a **superseding** bond after your original bond expires or is terminated, or if you change surety companies.
 - You have the option of filing a **Brewer's Bond Continuation Certificate**, TTB Form 5130.23, rather than a superseding bond, if you continue your coverage with the same surety company and the bond amount remains the same.
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9. What do I list for “brewery’s name” and who signs this bond for me?

Brewery Name and Signature		
If the brewery is...	Then your brewery’s name on the bond must include...	And...
An Individual, Owner as a Sole	The full given name of the individual	The individual OR an empowered attorney-in-fact must sign the bond.
A Partnership	<ul style="list-style-type: none"> • Your firm’s name, followed by • The names of all its partners 	Each partner must sign OR an authorized partner must sign OR an empowered attorney-in-fact must sign the bond.
A Limited Partnership (<i>LP</i>)	<ul style="list-style-type: none"> • 	The person who is authorized to sign for the limited partnership must give his or her signature and title AND the limited partnership’s seal must be affixed.
A Corporation or Limited Liability Company (<i>LLC</i>)	<ul style="list-style-type: none"> • Your Corporate or LLC name • The name of the State of Incorporation or organization 	The person authorized to act for the corporation or LLC must give his or her signature and title AND the corporate seal must be affixed. If there is no seal, two witnesses must sign the bond.

11. Who signs for the surety company?

Authorized persons sign for the surety, attested under the surety’s seal. A Power of Attorney for the person signing on behalf of the surety must be attached to both copies of the bond.

12. Do I need witness signatures if I have a corporate seal?

If your brewery has obtained a seal, it must be impressed on both copies of the bond. If your brewery has no seal, the signature for the brewery must

13. Do I need to give an explanation if I have an affirmative answer in the Penalties of Perjury Statement?

Yes, under the provisions of 27 CFR 25.91(c), in the event the statement contains an affirmative answer, you must submit a statement describing in

14. How do I make corrections to the bond if I make a mistake?

Where you make any alteration or erasure in the bond, you must incorporate a statement consenting to the alteration. You must add this statement in the side margin of the bond. Both the person signing for the brewery and surety must initial the statement:

15. What if I download this form from the Internet and I cannot print both sides on one page?

We prefer that the bond be on a single sheet. However, if you cannot print both sides on one sheet, you may print two pages.

