

Alcoholic Beverages Excise Tax

Alcoholic Beverages Excise Taxes

Article 2 of Chapter 105 of the North Carolina General Statutes provides the provisions for the Alcoholic Beverage License and Excise Taxes.

Type of Tax

Excise Tax Paid
Article 2

Sales Tax Paid
Article 5

Wholesale distribution and importation of alcoholic beverages

Retail sales of alcohol beverages

The Alcoholic Beverage Control Commission (ABC)

The North Carolina ABC Commission oversees the sale of liquor in North Carolina. The ABC Commission has three members appointed by the Governor, with one commissioner serving as chairman in a full-time capacity and two other members serving on a per diem basis as required. The chairman controls all matters relating to the ABC Commission's responsibilities and personnel functions. The administrator, who is appointed by the ABC Commission, works at its direction and oversees day-to-day operations. The ABC Commission meets at least one a month. In addition to oversight of local boards, the ABC Commission is responsible for issuing and controlling permits for the consumption and sale of beer, wine, and mixed beverages.



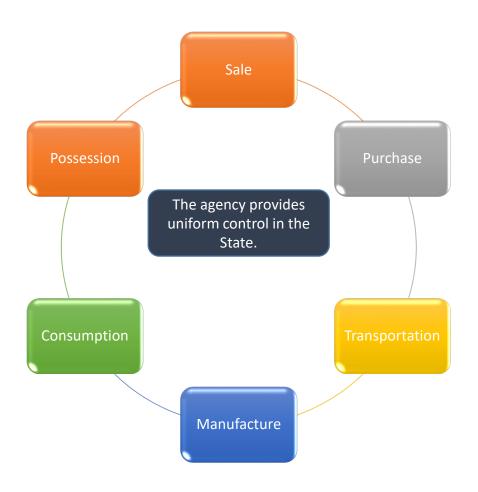




The Alcoholic Beverage Control Commission (ABC)

A person must contact the North Carolina Alcohol Beverage Control Commission(ABC) and apply for the necessary permits before distributing alcohol products in the State of North Carolina.

The North Carolina Alcoholic Beverage Control Commission (ABC), an agency under the Department of Public Safety, provides uniform control in the State.



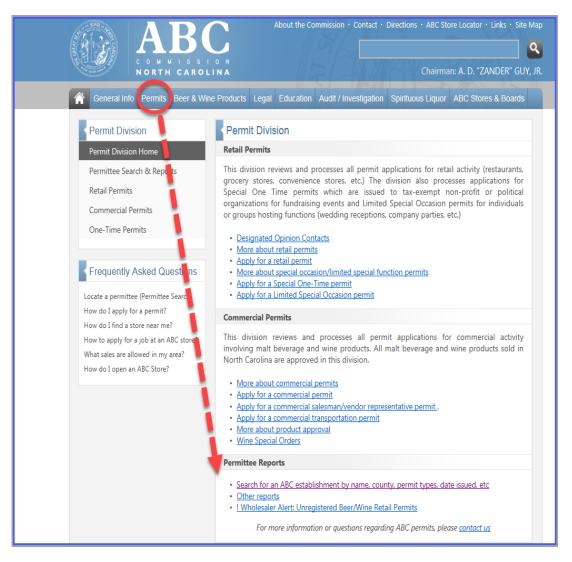
The Alcoholic Beverage Control Commission (ABC), continued

The North Carolina Alcoholic Beverage Control Commission (ABC), issues permits and maintains a permit database, which includes information such as:

- Permits issued or canceled
- Total issued permits in North Carolina
- Permits that have renewed/registered

The website address to Search for an ABC establishment by name, county, permit types, date issued, etc.

https://abc.nc.gov/Permit



What are Alcoholic Beverages?

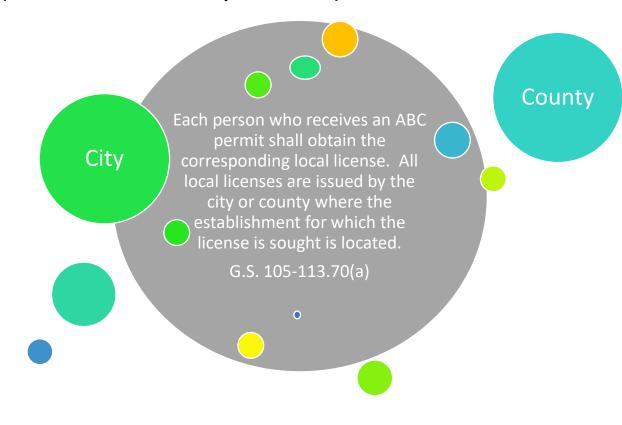
North Carolina General Statute 18B-101(4) defines "Alcoholic Beverages" as any beverage containing at least one-half of one percent (0.5%) alcohol by volume, including malt beverages, unfortified wine, fortified wine, spirituous liquor, and mixed beverages.

Term	General Statute	Definition
Malt beverage	18B-101(9)	Means beer, lager, malt liquor, ale, porter, and any other brewed or fermented beverage except unfortified or fortified wine containing at lease one-half of one percent (0.5%), and not more than fifteen percent (15%), alcohol by volume. Any malt beverage containing more than six percent (6%) alcohol by volume shall bear a label clearly indicating the alcohol content of the malt beverage.
Unfortified wine	18B-101(15)	Means any wine of sixteen percent (16%) or less alcohol by volume made by fermentation from grapes, fruits, berries, rice, or honey; or by the addition of pure cane, beet, or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice, or honey that is contained in the base wine and produced in accordance with the regulations of the United States.
Fortified wine		Means any wine, of more than sixteen percent (16%) and no more than twenty-four (24%) alcohol by volume, made by fermentation from grapes, fruits, berries, rice, or honey; or by the addition of pure cane, beet, or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice, or honey that is contained in the base wine and produced in accordance with the regulations of the United States.
Spirituous liquor	18B-101(14)	Means distilled spirits or ethyl alcohol, including spirits of wine, whiskey, rum, brandy, gin, and all other distilled spirits and mixtures of cordials, liqueur, and premixed cocktails, in closed containers for beverage use regardless of their dilution.
Mixed beverages	18B-101(10)	 Means either of the following: a. A drink composed in whole or in part of spirituous liquor and served in a quantity less than the quantity contained in a closed package. b. A premixed cocktail served from a closed package containing only one serving.

Registration

A person who holds the following must register with the Department for Excise Tax Purposes:

- A wine shipper permit issued (G.S. 18B-1001.1) or
- One or more of the following ABC permits (Article 11 of Chapter 18B)
 - (1) Unfortified winery
 - (2) Fortified winery
 - (3) Brewery
 - (4) Distillery
 - (5) Wine importer
 - (6) Wine wholesaler
 - (7) Malt beverages importer
 - (8) Malt beverages wholesaler
 - (9) Nonresident malt beverage vendor
 - (10)Nonresident wine vendor
 - (11)Wine Producer



Registration, continued

- Complete Form B-C-785, Alcoholic Beverage Excise Tax Registration Form in detail.
- Form B-C-785 is located on the Department's website @ www.ncdor.gov
- Registration can be done in one of the following ways:
 - Mail
 - Fax
 - Visit Service Center (3301 Terminal Drive, Ste 125 Raleigh, NC, 27604)



Alcoholic Beverage Excise

Endard Employer ID Nove		Permit Issue Date:	
. rederal Employer ID Nur	mber:	or Social Security No.:	
		r each of the following permit types yo	
Permit Type	Permit Number	Permit Type	Permit Number
Malt Beverage Wholesaler	T CHINCH CHINDE	Wine Wholesaler	T CHINCHOID CT
Malt Beverage Importer		Wine Importer	
Brewery		Unfortified Winery	
Non-Resident Malt Beverage	e Vendor	Fortified Winery	
Troil ite side in man be relay.	Vendor	Non-Resident Wine Vendor	
Distillery		Wine Shipper	
ABC Board		Wine Producer	
ADO DOGIO		Wille I loddoel	
. Type of Form:	 Initial Registration 	 Change in Registration Infe 	ormation
. Type of Ownership:	O Proprietorship O Co	rporation O LLC O Partners	hin
. Type or ownership.	Limited Partnership	Other (Specify)	
If out of state business i	state of incorporation or organization		
	and the second s		
If in-state Corporation or	LLC, enter N.C. Secretary of State	ID No.:	
. Daytime Business Phone	e:	Fax Number:	
. Legal Business or Owner	r's Name:		
. Trade Name (DBA Name	÷):		
B. Business Location:	Street		
(No P.O. Box numbers)	City	State	Zip
). Mailing Address:			
		State	Zip
	/		
Email Address:			
0. Email Address:			
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11. Identify all owners/official page if necessary) 12. Name of Contact Person if the contact person is business entity, comple Department to discuss 13. Will you offer tastings?	Name someone other than an individua ete and submit Form Gen-58, Pow tax matters with your designated	I listed in #11 above as an owner, or ver of Attorney and Declaration of contact person.	Title
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Alcoholic Beverage Tax Bond

When a permittee registers with the North Carolina Department of Revenue, a bond is required at the time an alcohol account is registered.

Tax Types	General	Bond	Bond Amount
	Statute	Form	
Alcoholic Beverages • Wholesalers and Importers	105-113.86(a)	B-C-790	Not less than five thousand dollars (\$5,000) and not to exceed fifty thousand dollars (\$50,000).
Alcoholic Beverages • Nonresident Vendors	105-113.86(b)	B-C-790	Not to exceed two thousand dollars (\$2,000).

An irrevocable letter of credit may substitute a secured bond required by G.S. 105-113.86.









NOW ALL MEN BY THESE PRESENTS,	that					of
		(PRIN	CIPAL Name)			PRINCIPAL.
(PRINCIPAL Street Address	:)		City/State/Zip Cod	e)	, as r	KINCIPAL,
nd	URETY Company)		, ha	ving its prine	cipal place	of business
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(SURETY SURETY company in the State of North Ca	Y Complete Address)	d firmly box	-			
ORE I F company in the State of North Ca	aloina, as Sorte i i, ale neid an	u iirriiy bou	nd unto the s	itale of North	Carolina in	trie sum o
(Amount of Sond)	dollars (\$), la	wful money	of the United	States, for	payment of
hich, well and truly to be made, we bind	ourselves, our heirs, executors,	administrato	rs, successo	rs and assign	ns, jointly an	d severally,
rmly by these presents.						
	WITNESSETH	ł				
VHEREAS, the PRINCIPAL holds an AB(chapter 18B of the North Carolina General datutes: and						
VHEREAS, North Carolina G.S. 105-113.8 ne Secretary of Revenue shall find adequa s.S. 105-113.88(b) allows the Secretary of ot to exceed \$2,000, and this Bond is furn	ate to cover the anticipated tax lia Revenue to require each nonre	bility of eac	h such whole	saler or impo	rter, and No	rth Carolina
IOW THEREFORE, the conditions of this	Bond are as follows:					
. If said PRINCIPAL shall make such re become due, then this obligation shall	eports as shall be required and be void; otherwise, to be and re	promptly pa	y all alcoholi	beverage e	xcise taxes	which shall
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The template is available on NCDOR website @ www.ncdor.gov for each tax type.

Excise Tax Rates

North Carolina General Statute 105-113.80 imposes an excise tax on the products listed in the diagram.

Tax Rates

Beer

 61.71¢ per gallon malt beverages

Wine

- 26.34¢ per liter unfortified wine
- 29.34¢ per liter fortified wine

Liquor

- 30% spirituous liquor
- 30% antique spirituous liquor

Exemptions

General Statute 105-113.81 lists the exemptions for the Alcoholic Beverage Tax.

Exemptions

Major Disaster

Sales to Oceangoing Vessels

Sales to Armed Forces of the United States

Out-of-State Sales

Tasting

Exemptions: Major Disaster

Wholesalers and importers of malt beverages and wine are not required to remit excise taxes on malt beverages or wine rendered unsalable by a major disaster.

To Qualify

The wholesaler or importer shall prove to the satisfaction of the Department that a major disaster occurred.

Malt Beverages

- The destruction
- Spoilage
- Rendering unsalable
- 50 or more cases

Wine

- The destruction
- Spoilage
- Rendering unsalable
- 25 or more cases

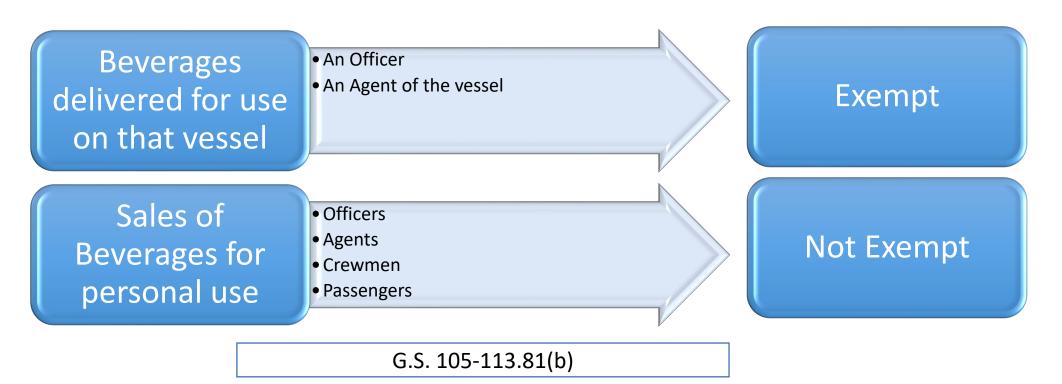
G.S. 105-113.81(a)

Exemptions: Oceangoing Vessels

Wholesalers and importers of malt beverages and wine are not required to remit excise taxes on malt beverages and wine sold and delivered for use on oceangoing vessels. An oceangoing vessel is a ship that plies the high seas in interstate or foreign commerce, in the transport of freight or passengers, or both, for hire exclusively.

TO QUALIFY

The beverages must be delivered to an officer or agent of the vessel for use on that vessel.



Exemptions: Sales to Armed Forces of the United States

Wholesalers and importers of malt beverages and wine are not required to remit excise taxes on malt beverages and wine sold to the United States Armed Forces.

The Department may require malt beverages and wine sold to the Armed Forces to be marked "For Military Use Only" to facilitate identification of those beverages.

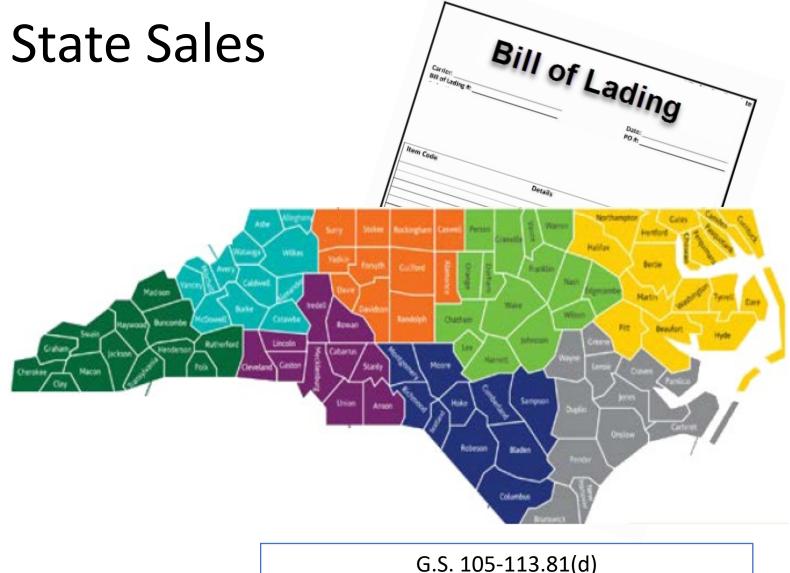


Exemptions: Out of State Sales

Wholesalers and importers of malt beverages and wine are not required to remit excise taxes on malt beverages and wine shipped out of this State for resale outside the State.

Records of out-of-state shipments shall be maintained by resident wholesaler or importer:

Bills of lading



Exemptions: Tasting

Resident breweries, wineries, and distilleries are not required to remit excise taxes on malt beverages, wine, or spirituous liquor given free of charge to:

- Customers
- Visitors
- Employees

on the manufacturer's licensed premises for consumption on those premises.



"Premises"- means all areas, whether inside or outside the licensed premises, where the permittee has control of the property through a lease, deed, or other legal process.

G.S. 18B-101(12a)

The B-C-710 is required to be filed by the 15th day of the month following the month in which the malt beverage is first sold or otherwise disposed of in this State. The return must be filed:

- Monthly
- By those holding any of the following permit types issued by the North Carolina Alcoholic Beverage Control Commission (ABC)
 - Brewery (G.S. 18B-1104)
 - Malt Beverages Importer (G.S. 18B-1108)
 - Malt Beverages Wholesaler (G.S. 18B-1109)

Note:

A return must be filed even if no tax is due.

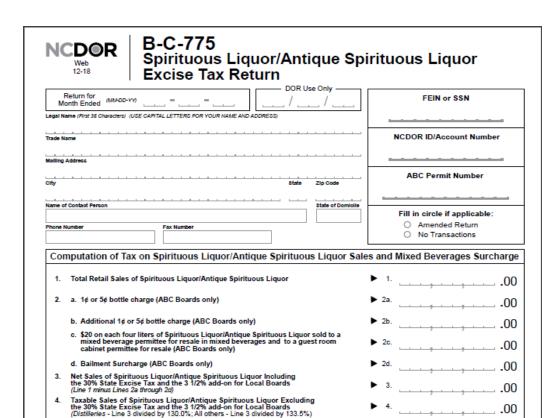
NCD(Web 12-18	Malt Beverages Wholesaler a	nd Importer and Return
		FEIN or SSN
rade Name		NCDOR ID/Account Number
Mailing Address		
city	State ZIp Code	ABC Permit Number
Name of Contact in Phone Number	Person State of Domicile Fax Number	Fill in circle if applicable:
Part 1.	Computation of Malt Beverage Excise Tax	
1. Begin	ning Inventory (In gallons)	▶ 1.
	Gallons Received or Produced for Sale (From Part 2, Total)	▶ 2.
	Gallons Available nes 1 and 2	3.
4. a. All	owable Deductions (See Instructions)	► 4a.
b. Ad	justments to Taxable Transactions (From Part 3, Total)	▶ 4b.
c. Mil	itary Sales (From Part 4, Total)	► 4c.
	ding Inventory (In gallons)	▶ 4d.
Line 3	Taxable Gallons minus Lines 4a - 4d	5.
Multipl 7 Disco	Excise Tax Due y Line 5 by 61.71¢ unt	▶ 6,
Multipl payme	ly Line 6 by 2% if return with full ent is timely filed; otherwise enter zero.	7
	minus Line 7	▶ 8
Multipl	ty (10% for late payment; 5% per month, maximum 25%, for late filing) y Line 6 by rate above if return with full payment is not filed timely.	• 9
Multipl	st (See the Department's website, <u>www.ncdor.gov</u> , for current interest rate.) y Line 6 by applicable rate if return with full payment is not filed timely.	▶ 10.
	Payment Due ines 8 through 10	11. \$00

The B-C-775 and payment (if applicable) are due on or before the 15th day of the month following the month in which the spirituous liquor or antique spirituous liquor is first sold or otherwise disposed of in this State. The return must be filed by all:

- Local Alcoholic Beverage Control (ABC) Boards
- Distilleries holding a distillery permit issued by the Alcoholic Beverage Control (ABC) Commission under G.S. 18B-1105 that conduct tours and sell commemorative bottles.

Note:

A return must be filed even if no tax is due.



Multiply Line 4 by 30%

State's Share of Mixed Beverages Surcharge (ABC Boards Only)
Multiply Line 2c by 50%

7. Tax Due Add Lines 5 and 6

State Excise Tax Due

Penalty (10% for late payment; 5% per month, maximum 25%, for late filing)
 Multiply Line 7 by rate above if return with full payment is not filed timely.

Interest (See the Department's website, www.nodor.gov, for current interest rate.)
 Multiply Line 7 by applicable rate if return with full payment is not filed timely.

10. Total Payment Due Add Lines 7 through 9

▶ 7.	
▶ 8.	,
▶ 9.	.00
10. \$	

For your convenience, electronic payment methods are available through our website at www.ncdor.gov.

Returns are due on or before the 15th day of the month following the month in which the tax was collected.

Any payment must be drawn on a U.S. (domestic) bank and payable in U.S. dollars.

Mail to: North Carolina Department of Revenue, PO Box 25000, Raleigh, NC 27640
Questions: Contact Excise Tax Divsion at: Telephone Number: (919) 733-3641; Fax Number: (919) 733-8654

The B-C-784 and payment (if applicable) are due on or before the 15th day of the month following the month in which wine is first sold or otherwise disposed of in this State. The return must be filed by those holding any of the following permit types issued by the North Carolina Beverage Control (ABC) Commission:

- Unfortified Winery (G.S. 18B-1101)
- Fortified Winery (G.S. 18B 1102)
- Wine Importer (G.S. 18B-1106)
- Wine Wholesaler (G.S. 18B-1107)
- Wine Producer (G.S. 18B-1114.3)

Note:

A return must be filed even if no tax is due.

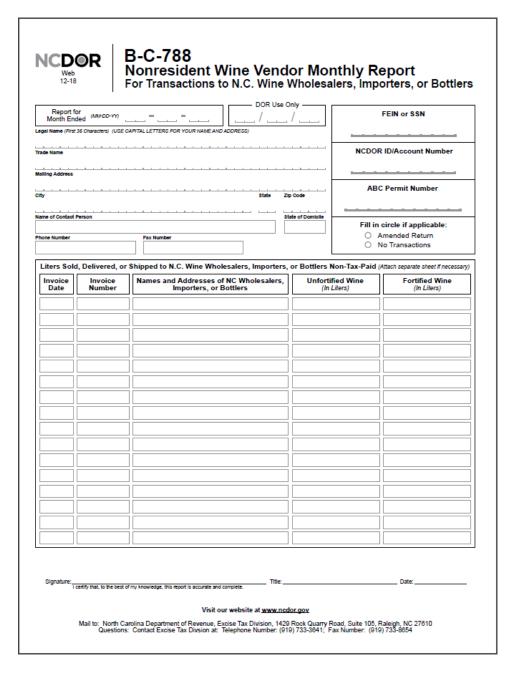
Page 3, B-C-784, Web, 1	2-18 Legal Name	NCDOR ID	
Part 4. Wine Sale	es to U.S. Military in North Car	olina During the Month	
Page 2, B-C-784, Web, 12-18 Legal Nam	e	NCDOR ID	
Part 2. Wine Received by Whole			
wine Produced for Sale	by Resident Wineries Duri	ng the Month	اـــــــــــــــــــــــــــــــــــــ
			ine)
ICDOR B-C-784		and Decident	
Web Wine wholes Winery Excis	aler and Importer	r and Resident	
Willery Excis	DOR Use Only ———		
Return for Month Ended (MAPOD-YY) = =	//	FEIN or SSN	
al Name (First 36 Characters) (USE CAPITAL LETTERS FOR YOUR NAME A	ND ADDRESS)		
de Name		NCDOR ID/Account Number	
ling Address			
	State ZIp Code	ABC Permit Number	
ne of Contact Person	State of Domicile	Fill in circle if applicable:	
ne Number Fax Number		Amended Return No Transactions	
rt 1. Computation of Wine Excise Tax	11-6-46-416		
•	Unfortified Wine	Fortified Wine	
Beginning Inventory (In liters) Total Liters Received or Produced for Sale	► 1.		
(From Part 2, Total)	▶ 2		ine
Total Liters Available Add Lines 1 and 2	3.		
a. Allowable Deductions (See Instructions)	▶ 4a.		
 Adjustments to Taxable Transactions (From Part 3, Total) 	► 4b.		
c. Military Sales (From Part 4, Total)	► 4c.		
d. Ending Inventory (In liters)	► 4d.		
Total Taxable Liters Line 3 minus Lines 4a - 4d	5.		
Tax Rate	6. 26.34¢	29.34¢	
Total Excise Tax Due Multiply Line 5 by applicable tax rate on Line 6	7.	-00	
Discount Multiply Line 7 by 2% if return with full payment is timely filed; otherwise enter zero.	▶ 8.	.00,	
Net Tax Due Line 7 minus Line 8	▶ 9.	.00	
Penalty (10% for late payment; 5% per month, maximum 25%, for late filing) Multiply Line 7 by rate above if return with full payment is not filed timely.	▶ 10.	, ,	
Interest (See this so the units). Interest (See the Department's website, www.nodor.gov for current interest rate.) Multiply Line 7 by applicable rate if return with full payment is not filed timely.	▶ 11.	.00	
Total Due Add Lines 9 through 11	12.	.0000	
Total Payment Due Add Line 12 for both Unfortified and Fortified Wine		▶ 1300	
nature:	omplete.	Date:	
For your convenience, electronic paym	_	_	
Any payment must be drawn	ay of the month following the month in w on a U.S. (domestic) bank and payabl	e in U.S. dollars.	
Mail to: North Carolina Department of Questions: Contact Excise Tax Divsion at	Revenue, Post Office Box 25000, Raleig : Telephone Number: (919) 733-3841; F	n, North Carolina 2704u ax Number: (919) 733-8654	

The B-C-788 is due on or before the 15th day of the month following the month in which non-tax-paid sales, deliveries, or shipments of unfortified and/or fortified wine is made to N.C. wholesalers, importers, or bottlers. The return must be filed by those holding the following permit type issued by the North Carolina Alcoholic Beverage Control (ABC) Commission:

Nonresident Wine Vendor (N.G. 18B-1114)

Note:

A return must be filed even if no activity occurs.



The B-C-786 and payment (if applicable) are due on or before the 15th day of the month following the end of the calendar year in which the unfortified and/or fortified wine is first sold or otherwise disposed of in this State. The return must be filed each year by resident and nonresident wineries holding the following permit type issued by the North Carolina Beverage Control (ABC) Commission:

Wine Shipper (G.S. 18B-1001.1)

Note:

A return must be filed even if no tax is due.

Invoice Date Number		dresses of NC Customers	Unfortified Wine (In Liters)	Fortified Wine (In Liters)
	C-786 ne Shipper	Permittee Anr	nual Excise Ta	x Return
Return for Calendar Year (YYY)		//	FEIN or S	SN
rade Name			NCDOR ID/Accou	ınt Number
lalling Address				
ity		State Zip Code	ABC Permit N	lumber
ame of Contact Person	Fax Number	State of Domic	Fill in circle if a	
Note Harmon	ux municon		O No Transac	
art 1. Computation of W	ine Excise Tax	Unfortified Wine	Fortified	Wine
Customers Pursuant to Wine Shipper Permit (From Part 2, 1		2. 3. 4.		
5. Total Taxable Liters Line 1 from above		5.	<u> </u>	. ,
6. Tax Rate 7. Total Excise Tax Due		6. 26.34¢	29.3	4¢
 Total Excise Tax Due Multiply Line 5 by applicable tax rate on Line 6 	•	7		.00
Net Tax Due Line 7 from above		9.		.,
 Penalty (10% for late payment, 5% 25%, for late filing.) Multiply Line 9 with full payment is not filed timely. 	per month, maximum by rate above if return	▶ 10.		
 Interest (See the Department's webs current interest rate.) Multiply Line return with full payment is not filed to 	site, <u>www.nodor.gov,</u> for 9 by applicable rate if mely.	▶ 11.		.00
2. Total Due Add Lines 9 through 11		12.		
 Total Payment Due Add Line 12 for both Unfortified 	and Fortified Wine		▶ 13.	
Signature:	wledge, this return is accurate an	Title:	Date:	
Signature: I certify that, to the best of my kno				