

Arizona Department of Liquor Licenses and Control  
 800 West Washington, 5th Floor  
 Phoenix, Arizona 85007  
 www.azliquor.gov  
 602-542-5141

**APPLICATION FOR LIQUOR LICENSE**  
 TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

**SECTION 1** This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 11, 13, 15, 16*
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 12, 13, 15, 16*
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE  
*Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

**SECTION 2** Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) \_\_\_\_\_

**SECTION 3** Type of license and fees LICENSE #(s):

1. Type of License(s): Restaurant (12) 12133575  
 2. Total fees attached: \$ \_\_\_\_\_ Department Use Only

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.**  
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

**SECTION 4** Applicant

- 1. Owner/Agent's Name:  Mr. Cole Brian P1070304 Bennett  
(Insert one name ONLY to appear on license) Last First Middle
- 2. Corp./Partnership/L.L.C.: Lonesome Valley Brewing Partnership B1051092  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- 3. Business Name: Lonesome Valley Brewing B1025812  
(Exactly as it appears on the exterior of premises)
- 4. Principal Street Location: 3040 N Windsong Dr. Suite 101, Prescott Valley, Yavapai, 86314  
(Do not use PO Box Number) City County Zip
- 5. Business Phone: 928-515-3541 Daytime Phone: 928-925-8933 Email: brian@lonesomevalley
- 6. Is the business located within the incorporated limits of the above city or town?  YES  NO brewing.com
- 7. Mailing Address: 3040 N Windsong Dr. Suite 101, Prescott Valley, AZ 86314  
City State Zip
- 8. Price paid for license only bar, beer and wine, or liquor store: Type \_\_\_\_\_ \$ \_\_\_\_\_ Type \_\_\_\_\_ \$ \_\_\_\_\_

**DEPARTMENT USE ONLY**

Fees: 100 Application    50 Interim Permit    88.00 Site Inspection    88.00 Finger Prints    \$ 238.00  
**TOTAL OF ALL FEES**

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete?  YES  NO

Accepted by: M.C Date: 10/24/2013 Lic. # 12133575

**SECTION 5 Interim Permit:**

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. \_\_\_\_\_
4. Is the license currently in use?  YES  NO If no, how long has it been out of use? \_\_\_\_\_

**ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.**

I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,  
(Print full name)  
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
(Signature) The foregoing instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_ Day \_\_\_\_\_ of \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) Lonesome Valley Brewing Partnership

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input checked="" type="checkbox"/>	Cole	Brian	Bennett	25%	6966 E Pinnacle Pass Pl, Prescott Valley, AZ 86315	
<input checked="" type="checkbox"/>	Cole	Joanne	Elizabeth	25%	6966 E Pinnacle Pass Pl, Prescott Valley AZ, 86315	
<input checked="" type="checkbox"/>	Symington	Michael	John	25%	4849 N Judy Ct #1, Prescott Valley, AZ	86314
<input checked="" type="checkbox"/>	Klinger	Christina	Marie	25%	4849 N Judy Ct #1, Prescott Valley, AZ	86314

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business?  YES  NO  
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

**SECTION 7 Corporation/Limited Liability Co.:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**
- L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: \_\_\_\_\_  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: \_\_\_\_\_ State where Incorporated/Organized: \_\_\_\_\_
3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
4. AZ L.L.C. File No: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
5. Is Corp./L.L.C. Non-profit?  YES  NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

**SECTION 8 Club Applicants:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit?  YES  NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: \_\_\_\_\_  
Last First Middle
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_ Date of Last Renewal: \_\_\_\_\_
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

**SECTION 10 Government: (for cities, towns, or counties only)**

1. Governmental Entity: \_\_\_\_\_
2. Person/designee: \_\_\_\_\_  
Last First Middle Contact Phone Number

**A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.**

**SECTION 11 Person to Person Transfer:**

**Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).**

1. Current Licensee's Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: \_\_\_\_\_  
(Exactly as it appears on license)
3. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on license)
4. Physical Street Location of Business: Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
6. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
7. Current Mailing Address: Street \_\_\_\_\_  
(Other than business) City, State, Zip \_\_\_\_\_
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer?  YES  NO
9. Does the applicant intend to operate the business while this application is pending?  YES  NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, \_\_\_\_\_, hereby authorize the department to process this application to transfer the  
(print full name)  
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER  
(print full name)  
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

\_\_\_\_\_  
(Signature of CURRENT LICENSEE)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this

\_\_\_\_\_  
Day Month Year

My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

**SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)**

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
2. New Business: Name \_\_\_\_\_  
(Physical Street Location) Address \_\_\_\_\_
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
4. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
5. What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

**SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

13 OCT 24 11:49 AM 2006

1. Distance to nearest school: \_\_\_\_\_ ft. Name of school \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
2. Distance to nearest church: \_\_\_\_\_ ft. Name of church \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)

4. If the premises is leased give lessors: Name Ⓞ Kravitt Family Trust (Eagle Commercial Realty)  
Address 2929 N 44th St Suite 345, Phoenix, AZ 85018  
City, State, Zip \_\_\_\_\_

- 4a. Monthly rental/lease rate \$ 1982.75 What is the remaining length of the lease 2 yrs. 10 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other remaining rent, see lease article  
(give details - attach additional sheet if necessary) 21.6
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 451.00  
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Home Depot	Revolving	Commercial	Acct. \$451.00	P.O. Box 183175,	Columbus, Ohio,	43218-3175

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Restaurant associated with a microbrewery  
selling beer and wine as well as food

to be a consent to any subsequent assignment, subletting, occupation or use by another person. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with all laws, rules and regulations of any governmental authority required of either the Landlord or the Tenant and such approval shall create no responsibility or liability on the part of the Landlord for any non-compliance with laws, rules and regulations of any governmental authority. Consent to an assignment shall not release the original named Tenant from liability for the continued performance of the terms and provisions on the part of Tenant to be kept and performed, unless Landlord specifically and in writing releases the original named Tenant from said liability. All assignments and subletting shall be strictly subject to the terms of this Lease. Any assignment or subletting without the prior written consent of Landlord shall be an event of default hereunder, and shall be void and shall, at the option of Landlord, terminate this Lease. Neither this Lease nor any interest therein is assignable, as to the interest of Tenant, by operation of law, without the prior written consent of Landlord. No assignment approval by Landlord shall mean approval of a use not specifically set forth herein. Any differing of use or extension of use by Tenant or an assignee will at the option of Landlord terminate this Lease. Landlord shall be entitled to any and all rentals, monies or other considerations (on all assignments or sublettings) in excess of Tenant's rental amounts hereunder. If Tenant is a partnership or corporation, any sale of any portion of Tenant shall be deemed an assignment hereunder.

#### ARTICLE XXI - DEFAULT

21.1 Any of the following shall constitute a default by Tenant under the terms of this Lease:

(a) The default in the payment of any installment of rent or any other sum or payment anywhere in this Lease herein specified to be paid by Tenant;

(b) Default, partial or otherwise, under the provisions of Articles XV, XVI, XX, XXII, XXV, XXVIII, XLII and/or LII herein upon three (3) days' written notice of said default;

(c) The default in the observance or performance of any of the Tenant's covenants, agreements or obligations hereunder, other than those described in paragraph 21.1 (a) and (b) above, and such default shall not be cured within thirty (30) days after Landlord shall have given Tenant written notice specifying such default or defaults, or in the case of a default which cannot be cured with due diligence within a period of thirty (30) days after Tenant is given such written notice, if Tenant shall not have begun proceedings to cure the same, or if Tenant shall not prosecute the curing of such default as rapidly as possible under the circumstances.

21.2 In the case of such default or defaults described in paragraph 21.1 above, then Landlord, besides other rights or remedies Landlord may have, shall have the immediate right of re-entry without notice to Tenant, and may change all locks to prohibit Tenant's access, and remove all persons and property from the premises; and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant.

21.3 Should Landlord elect to re-enter, as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by Law, Landlord may either terminate this Lease or may from time to time, without terminating this Lease, re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in his sole discretion may deem advisable, with the right to make alterations and repairs to said premises.

#### 21.4 Upon such re-letting:

(a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such re-letting and of such alteration and repair incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Demised Premises for the period of such re-letting; or

(b) At the option of Landlord, rents received by Landlord from re-letting shall be applied as follows: first, to the payment of any indebtedness, other than rent, due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If Tenant has been credited with any rent to be received by such re-letting under option (a) and such rent shall not be promptly paid to Landlord by the new Tenant, or if such rentals received from re-letting under option (b) during any month be less than that to be paid during the month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

21.5 No such re-entry or taking possession of said premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention, specifically containing the word FORFEITURE, be given to Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction.

21.6 In the event of any such above default by Tenant then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

(a) The worth at the time of award of any unpaid rent which had been earned to the time of such termination;  
plus

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award; plus

(c) The worth at the time of award of the amount of the unpaid rent for the balance of the term after the time of award; plus

13 OCT 24 14:14:56

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of things would be likely or result therefrom; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law.

The term "rent" or "rental payment" as used herein, shall be deemed to be and to mean the minimum monthly rental, increases thereon, percentage rental payments and all other sums required to be paid by Tenant pursuant to the terms of this Lease. In determining the rent, exclusive of such items as real property taxes, insurance, maintenance fees and related items, which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the greater of the guaranteed minimum annual rent set forth in Article IV as adjusted by any other Article or paragraph of this Lease or the average minimum and percentage rents paid by Tenant from commencement of the term to the time of default, or during the preceding three (3) full years, whichever period is shorter.

As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by allowing interest at the rate of fifteen percent (15%) per annum. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Tenant acknowledges that Landlord has executed this Lease in reliance on the financial information furnished by Tenant to Landlord as to Tenant's financial condition. If it is determined at any time subsequent to the date of this Lease that any of the financial information furnished by Tenant is substantially untrue or inaccurate, Tenant shall be deemed to be in default under this Lease, which default shall not be subject to cure and which shall entitle Landlord to exercise all remedies reserved by Landlord under this Lease or otherwise available to Landlord by law.

In the event of a default of any rental payment or other payment due under this Lease, Landlord may in Landlord's notice to Tenant of such default, require the Tenant's payment to cure the default be in cash, cashier's check and/or certified check. Landlord and Tenant agree that should Landlord so elect to require payment by cash, cashier's check or certified check in Landlord's notice to Tenant, a tender of money to cure the default which is not in the form requested by Landlord shall be deemed a failure to cure the default. Nothing contained in this Article shall in any way diminish or be construed as waiving any of Landlord's other remedies as provided elsewhere in this Lease, or by law or in equity.

#### ARTICLE XXII - INSOLVENCY OF TENANT

22.1 Tenant agrees that if all or substantially all of its assets are placed in the hands of a receiver or trustee, and if such receivership or trusteeship continues for a period of ten (10) days, or should Tenant make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or should Tenant institute any proceedings under any state or federal bankruptcy act wherein Tenant seeks to be adjudicated a bankrupt, or seeks to be discharged of its debts, or should any involuntary proceeding be filed against Tenant under such bankruptcy laws, then Tenant shall be in default under this Lease and Landlord may immediately terminate the Lease but reserves the right to collect from Tenant any unpaid rents set forth in paragraph 21.6 hereof. Neither this Lease nor any interest in and to the Demised Premises shall become an asset in any of such proceedings or in any of such events, and in addition to any and all rights or remedies of Landlord hereunder or as provided by law, it shall be lawful for Landlord at his option to declare the term hereof ended and to re-enter the Demised Premises and take possession thereof and remove all persons therefrom, and neither Tenant nor anyone claiming under Tenant shall have any further claim therein or hereunder.

#### ARTICLE XXIII - SURRENDER OF LEASE

23.1 The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of the Landlord, operate as an assignment to him of any or all of such subleases or subtenancies.

#### ARTICLE XXIV - SALE OF PREMISES BY LANDLORD

24.1 In the event of any sale of the Demised Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Demised Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease. Any security given by Tenant to secure performance of its obligations hereunder may be assigned and transferred by Landlord to such purchaser.

#### ARTICLE XXV - HOURS OF BUSINESS

25.1 Tenant shall continuously and uninterruptedly during the term of this Lease operate the Tenant's business in the Demised Premises and shall keep the Demised Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every day, including Saturdays, as is customary for businesses of like character in the City in which the Demised Premises are located to be open for business; provided, however that this provision shall not apply if the Demised Premises should be: (a) closed and the business of Tenant temporarily discontinued therein for no more than three (3) days on account of causes beyond the reasonable control of Tenant; (b) closed for no more than three (3) days out of respect to the memory of any deceased officer or employee of Tenant, or the relative of any such officer or employee; (c) closed for no more than three (3) days because of construction or remodeling; or (d) closed because of partial or total destruction or declaration of the premises as unsafe or unfit for occupancy. Tenant shall keep the Demised Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practices. In the event Landlord and Tenant disagree as to the hours and days Tenants business shall remain open, Landlord's decision will be binding. Tenant further agrees that at all times it shall have a sufficient number of employees and sufficient stock of

13 OCT 24 09:14 AM '56

**SECTION 13 - continued**

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?  
 YES  NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business?  YES  NO
- 9. Is the premises currently licensed with a liquor license?  YES  NO If yes, give license number and licensee's name:  
 License # \_\_\_\_\_ (exactly as it appears on license) Name \_\_\_\_\_

**SECTION 14 Restaurant or hotel/motel license applicants:**

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location?  YES  NO  
 If yes, give the name of licensee, Agent or a company name:  
 \_\_\_\_\_ and license #: \_\_\_\_\_  
Last First Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this  hotel/motel  restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

\_\_\_\_\_  
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit [www.azliquor.gov](http://www.azliquor.gov) and click on the "Information" tab.

BC  
applicants initials

**SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)**

- 1. Check ALL boxes that apply to your business:  
 Entrances/Exits       Liquor storage areas      Patio:  Contiguous  
 Service windows       Drive-in windows       Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign?  YES  NO  
 If yes, what is your estimated opening date? 11/1/2013  
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

**As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.**

BC  
applicants initials

13 OCT 2013 10:05 AM 255

**SECTION 15 Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

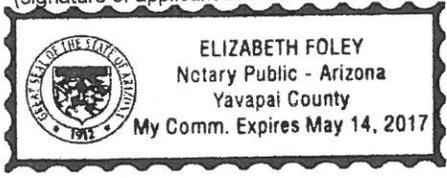
*diagram attached*

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**SECTION 16 Signature Block**

I, Brian Bennett Cole, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X *[Signature]*  
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this 24th of October, 2013  
Day Month Year

*Elizabeth Foley*  
signature of NOTARY PUBLIC

My commission expires on : 05.14.2017  
Day Month Year

**KEYNOTES**

- ① SERVING REFRIGERATOR
- ② SODA SERVICE
- ③ FREEZER
- ④ REFRIGERATOR
- ⑤ SODA RACK
- ⑥ ICE MACHINE
- ⑦ REFRIGERATED PREP TABLE
- ⑧ PREP TABLE
- ⑨ DRY STORAGE
- ⑩ GRAIN MILL
- ⑪ COOKING RANGE
- ⑫ HOT LIQUOR TANK
- ⑬ MASH TUN
- ⑭ BOIL POT
- ⑮ POINT OF SERVICE
- ⑯ 3 COMPARTMENT SINK
- ⑰ HAND WASH SINK
- ⑱ UTILITY SINK
- ⑲ FLOOR DRAIN
- ⑳ LOCKING GATE
- ㉑ LOCKING DOOR
- ㉒ METAL SCREEN

1,570 SQ. FT.

Entrance/Exit

SEATING AREA  
*Dining.*

FENCED AND GATED PATIO

Entrance/Exit

SERVING AREA

*Liquor House*

KITCHEN

RESTROOM

RESTROOM

JANITOR

FERMENTATION ROOM

TAX DETERMINATION TANKS

18 gauge stainless steel barrier between stove and brew kettles

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**Floor Plan**

1/8" = 1'-0"

**NORTH**



SHEET

**FPI**

**FLOOR PLAN**

for

**LONESOME VALLEY BREWING**

3040 N windsong Drive  
Prescott valley, AZ 86314

