

RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	436.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

SMOKEN MOE'S UNREAL BBQ, LLC
 P.O. BOX 818
 PAGOSA SPRINGS CO 81147

Make check payable to: **Colorado Department of Revenue**.
 The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

Licensee Name SMOKEN MOE'S UNREAL BBQ, LLC		DBA SMOKEN MOE'S UNREAL BBQ, LLC		
Liquor License # 03-10048	License Type Beer & Wine (county)	Sales Tax License # 34915085	Expiration Date 05/24/2019	Due Date 04/09/2019
Operating Manager Teri L Peterson	Date of Birth [REDACTED]	Home Address PO Box 818, Pagosa Springs, CO 81147		
Manager Phone Number 970 731 6637		Email Address moesunrealbbq@gmail.com		
Street Address 68 BASTILLE DRIVE, UNIT 1 PAGOSA SPRINGS CO 81147				Phone Number 9707316637
Mailing Address P.O. BOX 818 PAGOSA SPRINGS CO 81147				

1. Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease Oct 2020
16. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Teri L Peterson	Title owner
Signature Teri L Peterson	Date 3/27/19

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For		Date
Signature	Title	Attest

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Smoken Moe's Unreal BBQ LLC

is a

Limited Liability Company

formed or registered on 07/02/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181529372 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/29/2019 that have been posted, and by documents delivered to this office electronically through 04/01/2019 @ 11:31:09 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/01/2019 @ 11:31:09 in accordance with applicable law. This certificate is assigned Confirmation Number 11486601 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

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LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 16th day of October, 2017 by and through Susan Cronin, SVC Properties between ~~James S. Pechin~~ hereinafter referred to as "Lessor" and Teri L Peterson hereinafter referred to as "Lessee".

WHEREAS, Lessor is the owner of an improvement on property located in Archuleta County for which is desirous of leasing under certain terms and condition, and

WHEREAS, Lessee is desirous of leasing a commercial space in Archuleta County for the purposes of operating a restaurant business.

NOW THEREFORE, consideration of the terms and conditions as contained herein and the monies that to be paid and received, the parties agree as follows:

SUBJECT

The subject of this Lease in the property located Pagosa Springs, Archuleta County, Colorado, described as 68 Bastille Drive Unit 1

The Lessor agrees to let and the Lessee agrees to lease the above described property for the sole purpose of operating a restaurant business under the terms and conditions as are set out herein.

TERM

The term of this Lease shall be a period of (~~3~~³) years beginning Oct. 16th 2017 and continuing thereafter until Oct. 16th 2020. This term conditional upon the Lessee's compliance of all of the terms and conditions as are contained herein.

RENT

The rent to be paid by the Lessee to the Lessor shall be calculated as follows:

The rental for the first year of this lease term shall be \$1,300 due and payable on the 1st day of each month. For the remaining years of the lease term, the lease rental is \$1,300 per month due on the 1st day of each month. A security deposit of \$0 is required. The place of payment shall be as determined by Lessor.

Two lease renewals for two years each are included as part of this lease agreement. Monthly rental increase will be determined by governmental measurements of inflation.

DEFAULT BY LESSEE

A. Lessee shall fail to pay any installment of rent or any other obligation herein involving the payment of money, and such failure shall continue for a period of twenty days after the due date. In the event of a late payment after the twentieth day period, a penalty amount of 6 % of the monthly amount will be due the Lessor.

B. If Lessee should fail to comply with any term, provision or covenant of this Lease and shall not cure said failure within ten days after written notice thereof is given to Lessee at their last known address.

In the event of any default under the terms and conditions of this lease, the prevailing party shall be entitled to his/her reasonable attorney's fees and costs in collecting and litigating the amounts due under this lease or other compliance by the parties of the terms and conditions as are contained herein.

Pursuant to applicable provisions of the Colorado Forcible Entry and Detained Statute; recover all present and future damages, costs and other relief to which the Lessor is entitled; pursue Lessor's lien remedies; pursue breach of contract remedies; and/or pursue any and all available remedies in law or equity.

In the event possession is terminate by a reason of default prior to expiration of the term, the Lessee shall be responsible for the rent occurring for remainder of the term, subject to the Lessor's duty to mitigate such damages. Pursuant to applicable law * 13-40-104(d)(5),(e) (5) and * 13-40-107.5. C.R.S., which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Lessor may terminate the Lessee's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Lessor shall be entitled to any and all of the above listed remedies.

HOLDING OVER

In the event the Lessee remains in possession the demised premises after the expiration of this Lease, they shall be deemed to occupy the leased premises as a lessee from month to month at a rental equal to the most recent monthly rental under the terms of the Lease. All other provisions of this Lease shall be applicable to said period of holding over.

UTILITIES

Lessor shall be responsible for payment and service of water and sewer service to the leased premises except when and increase is charged due to the Lessee's operation, which, in the event, the Lessee shall be responsible. The Lessor shall be responsible of maintenance of existing plumbing and wiring relate to the general operation. Lessee shall not encumber any interest in this Lease, except upon written agreement by Lessor.

TAXES

The Lessee shall make payment of all applicable Federal, State, or Local taxes due as a result of the operation the restaurant business by the Lessee.

INDEMNIFICATION

The Lessor shall not be liable for any damage or injury to Lessee or any other person or to any property occurring on the premises or any part thereof, or in common areas thereof, unless to hold Lessor, its agents and assigns, harmless of any claims for damages attorneys fees, expert witness costs, as a result of the operation of the Lessee's restaurant/garden business. The Lessee shall make payment to the Lessor his reasonable attorney's fees, cost, and/or damages resulting from any such damage or injury on the subject leased premises.

MAINTENANCE AND REPAIR OF LEASED PREMISES

The Lessee agrees to keep the leased premises in a good and clean condition and on a regular basis maintain the premises in such a manner that it should not fall in disrepair.

The Lessee agrees to keep the leased premises free from waste at all times. Lessee shall keep the demised premises adjacent to the premises neat and clean and free from dirt or rubbish at all times and shall store all trash and garbage within the premises, arranging for regular pick up of such trash and garbage at Lessee's expense.

Lessor shall keep all of the grounds surrounding the leased premises and in view of the leased premises clean and clear of rubbish or debris. Lessor shall be responsible of all ground maintenance and including upkeep of appearance, landscaping, snow and ice removal except for the removal of snow and ice on the walkway in front and behind the leased premises which shall be the responsibility of the Lessee.

LICENSES

The Lessee shall be responsible to procure at their own expense, any permits and licenses required for the operation of their business on the demised premises and otherwise comply with all applicable laws, ordinances and government regulations

ALTERATION AND TRADE FIXTURES

The parties hereto agree the Lessor shall first approve any alterations made to the leased premises in writing. In addition, the parties hereto agree that alterations, additions, and trade fixtures and/or other fixtures placed on the premises by the Lessee may be removed upon termination the Lease. However, the leased premises shall be restored to the same condition as of the commencement of the Lease. Under no

circumstances shall the Lessee remove any fixtures or other property from the premises without written permission from the Lessor.

PARKING AND ACCESS

The parties hereto agree that the Lessee and/or patrons shall have adequate access to the leased premises, including parking in front of the above-described leased premises.

INSURANCE

The parties hereto agree that Lessee shall maintain insurance on the contents of the leased premises in an amount sufficient to replace said contents at all times. The Lessee shall in addition, provide liability insurance in a amount of a least \$300,000 per person and \$500,000 per occurrence. Lessee shall provide evidence of said liability insurance within thirty (30) days of execution of this Lease Agreement. Lessor shall provide adequate insurance on the premises's structure sufficient to insure replacement of the premises on the occurrence of a fire or other destruction of the premises.

GOVERNMENTAL REGULATIONS

Lessee hereto agrees to comply with all Federal, State, Local regulations with respect to the operation of their restaurant business..

ASSIGNMENT AND SUBLET

The Lessee may not assign or sublet the above described leased property or any part thereof to any individual or any other occupancy of any portion of the leased premises without the prior written consent of Lessor. Lessee shall not mortgage or otherwise encumber said leased property.

Signed this

Susan A. [Signature]
LESSOR
10/16/17

Tim Peterson 10/16/2017
LESSEE

LESSEE