



TOWN OF ELIZABETH

MICHELLE OESER TOWN CLERK

TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: April 9, 2024
SUBJECT: Liquor License Transfer

SUMMARY

Daniel Archer has purchased Jac's Pizza and has applied to transfer the current liquor license. Mr. Archer turned in his application on Tuesday, March 26, 2023. All fees have been paid to both the Town and the State. All the required paperwork has been submitted and completed. A liquor license transfer does not require a public hearing and is an administration approval process. Mr. Archer has also applied for his new business licenses through the Town. Once approved, the application goes on to the State of Colorado Liquor Enforcement Division for review and approval. If approved, a temporary permit will be issued to Jac's Restaurant. The permit is good for 180 days while the State reviews and approves the application.

STAFF RECOMMENDATION

Staff recommends the Board approve Jac's Inc. liquor license transfer application.

ATTACHMENTS(S)

Liquor Transfer Application

Colorado Liquor Retail License Application

TOWN of Elizabeth

MAR 26 2024

RECEIVED

* Note that the Division will not accept cash ☒ Paid by check ☐ Paid online

Uploaded to
Movelt on

Date

☐ New License ☐ New-Concurrent ☒ Transfer of Ownership ☐ State Property Only ☐ Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: [SBG.Colorado.gov/Liquor](https://sbg.colorado.gov/Liquor)

1. Applicant is applying as a/an ☐ Individual ☐ Limited Liability Company ☐ Association or Other
☒ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
DDA, Inc. FEIN Number

2a. Trade Name of Establishment (DBA)
Jac's State Sales Tax Number Business Telephone
303-646-3333

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
344 E Kiowa Ave

City County State ZIP Code
Elizabeth Elbert CO 80107

4. Mailing Address (Number and Street) City or Town State ZIP Code
P.O Box 1357 Elizabeth CO 80107

5. Email Address
jacsrestaurant22@yahoo.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) Present State License Number Present Class of License Present Expiration Date
Jac's 03-18692 Beer & Wine 4/6/2024

Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
<input type="checkbox"/> Application Fee for New License.....\$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50
<input type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00	<input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00
<input checked="" type="checkbox"/> Application Fee for Transfer\$1,100.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00
Section B Liquor License Fees*	<input type="checkbox"/> Manager Registration - H & R\$30.00
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Tavern\$30.00
<input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00
<input type="checkbox"/> Add Sidewalk Service Area.....\$75.00	<input type="checkbox"/> Manager Registration - Campus Liquor Complex\$30.00
<input type="checkbox"/> Arts License (City)\$308.75	<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Arts License (County)\$308.75	<input type="checkbox"/> Optional Premises License (County)\$500.00
<input checked="" type="checkbox"/> Beer and Wine License (City).....\$351.25	<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Beer and Wine License (County).....\$436.25	<input type="checkbox"/> Racetrack License (County).....\$500.00
<input type="checkbox"/> Brew Pub License (City)\$750.00	<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Brew Pub License (County).....\$750.00	<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (City).....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00
<input type="checkbox"/> Campus Liquor Complex (County)\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00
<input type="checkbox"/> Campus Liquor Complex (State).....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/> Club License (City)\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00
<input type="checkbox"/> Club License (County)\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Distillery Pub License (City).....\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50
<input type="checkbox"/> Distillery Pub License (County)\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50
<input type="checkbox"/> Hotel and Restaurant License (City)\$500.00	<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input type="checkbox"/> Hotel and Restaurant License (County)\$500.00	<input type="checkbox"/> Retail Liquor Store (County).....\$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00	<input type="checkbox"/> Tavern License (City)\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00	<input type="checkbox"/> Tavern License (County).....\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50	<input type="checkbox"/> Vintners Restaurant License (City)\$750.00
	<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00

Questions? Visit: [SBG.Colorado.gov/Liquor](https://sbg.colorado.gov/Liquor) for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** SBG.Colorado.gov/Liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application In process - Need <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input checked="" type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input checked="" type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk Complete <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) Need <input checked="" type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. <div style="margin-left: 20px;"> Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks </div> <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input checked="" type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input checked="" type="checkbox"/> A. Certificate of Incorporation Need Complete <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$30.00 fee <input checked="" type="checkbox"/> B. If owner is managing, no fee required

Name Jac's	Type of License Beer & Wine	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>		or		
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
b. Are you a Colorado resident?		<input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord Wendler Properties Inc.	Tenant Daniel Archer	Expires 3/31/2025		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/>				
Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/>				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				

Name Jac's	Type of License Beer & Wine	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ Yes ☐ No
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation Yes No

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ Yes ☐ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ Yes ☐ No

c. How long has the club been incorporated? ☐ Yes ☐ No

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ Yes ☐ No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ Yes ☐ No

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? ☐ Yes ☐ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ Yes ☐ No
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
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24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No
☐ Yes ☐ No

25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No
☐ Yes ☐ No

a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
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26. Tax Information. Yes No

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name Daniel Archer	Home Address, City & State [REDACTED]	DOB [REDACTED]	Position President	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name Jac's	Type of License Beer & Wine	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
<p>Oath Of Applicant</p> <p>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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.</p>		
Authorized Signature 	Printed Name and Title Daniel Archer President	Date 03/20/2024
<p>Report and Approval of Local Licensing Authority (City/County)</p>		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
<p>For Transfer Applications Only - Is the license being transferred valid? Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input type="checkbox"/> Fingerprinted</p> <p><input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license</p> <p>(Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>		
<p><input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? <input type="checkbox"/> <input type="checkbox"/></p> <p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p> <p><input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? <input type="checkbox"/> <input type="checkbox"/></p>		
<p>The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.</p>		
Local Licensing Authority for		Telephone Number <input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date

Tax Check Authorization, Waiver, and Request to Release Information

I, Daniel D Archer

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Daniel D Archer



to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Daniel Dennis Archer / DDA Inc

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

303/200/0320

Street Address

344 E Kiowa Ave

City

Elizabeth

State

CO

ZIP Code

0187

Printed name of person signing on behalf of the Applicant/Licensee

Daniel D Archer

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed



4/1/2024

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Jac's Inc</i>		Home Phone Number <i>303/646/9070</i>	C [REDACTED]		
2. Your Full Name (last, first, middle) <i>Daniel Dennis Archer</i>		3. List any other names you have used			
4. Mailing address (if different from residence) <i>P.O. Box 1357 Elizabeth CO 80107</i>		Email Address <i>Jacsrestaurant22@yahoo.com</i>			
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)					
Street and Number		City, State, Zip		From To	
Current	<i>179 Lionel Lane</i>	<i>Elizabeth CO, 80107</i>		<i>1997 Present</i>	
Previous					
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)					
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held	From To
<i>Wendler Properties</i>		<i>154 E Kiowa Ave ^{EL-2} CO 80107</i>		<i>Office Manager</i>	<i>10/1/19 Present</i>
<i>Rocky Mountain Pizzeria</i>		[REDACTED]		<i>Chef</i>	<i>6/1/23 3/1/24</i>
<i>Buzzards Pizza</i>		[REDACTED]		<i>Manager</i>	<i>1/1/18 4/1/20</i>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.					
Name of Relative		Relationship to You		Position Held	Name of Licensee
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.)					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.)					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 2/1/1980	b. Social Security Number [REDACTED]	c. Place of Birth Littleton Colorado	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where		f. When	g. Name of District Court
h. Naturalization Certificate Number		i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number
k. Permanent Residence Card Number			
l. Height 6ft	m. Weight 1"	n. Hair Color Brown	o. Eye Color Green
p. Gender Male		q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [REDACTED] State Colorado	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ **165,000.00**

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

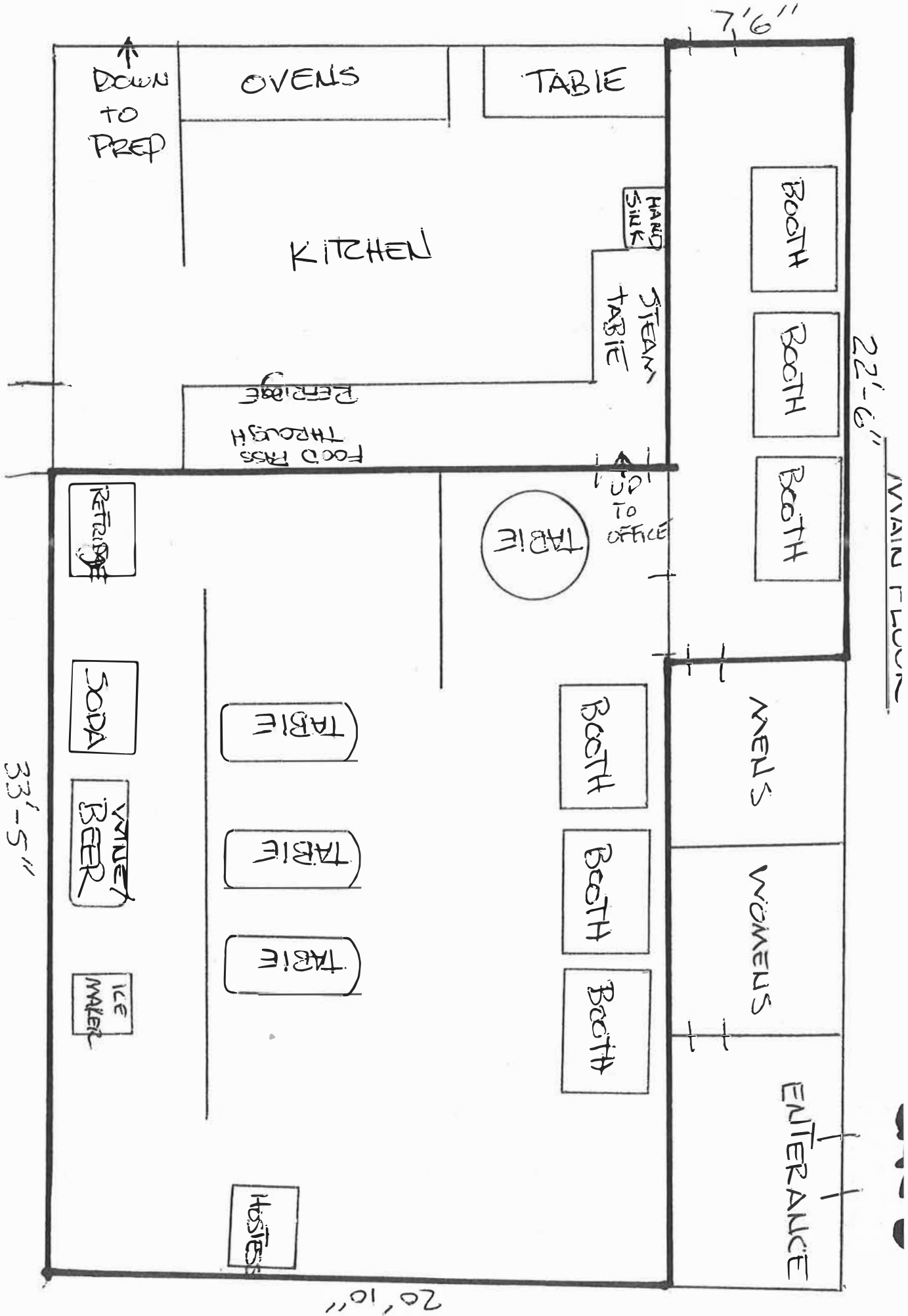
Name of Lender	Address	Term	Security	Amount

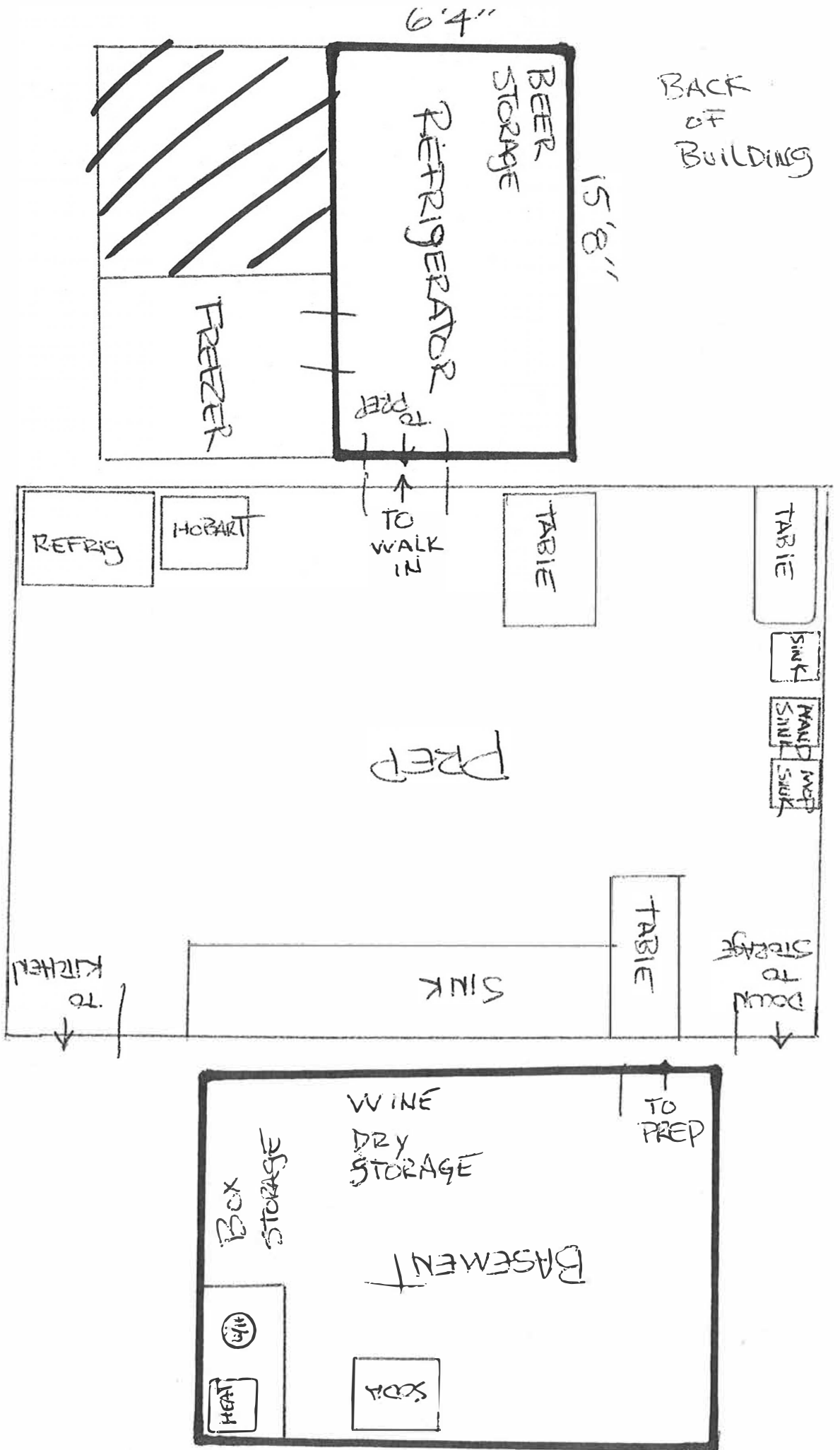
Oath of Applicant

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

Authorized Signature	Print Signature	Title	Date
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BACK OF BUILDING





UPSTAIRS / OFFICE

TABIE

TABIE

TABIE

Down
TO
MAIN
FLOOR

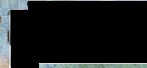
SUAMP
COOLER
AREA

NOT USED

COLORADO



ARCHER
DANIEL DENNIS



Eye GRN



01051987

LEASE/RENTAL AGREEMENT

This Lease is made between Wendler Properties, Inc., herein called "Landlord," and **DDA INC DBA Jac's & Daniel Archer** Individually, herein called "Tenant." Tenant hereby leases from Landlord the premises situated in the **Town of Elizabeth, County of Elbert, State of Colorado**, described as **344 E Kiowa, Elizabeth, CO 80107** ("Premises"), upon the following TERMS and CONDITIONS:

1. **TERM AND RENT.** Landlord demises the above Premises commencing **April 1, 2024** and ending **March 31, 2025**, unless sooner terminated as provided herein, at the monthly rental of **Two Thousand Four Hundred Fifty Dollars (\$2,450.00)**, payable in advance on the first day of each month for that month's rental during the term of this Lease. All rental payments shall be made payable to "Wendler Properties" and tendered to P.O. Box 1357, Elizabeth, Colorado, 80107-1357. Tenant shall have a grace period of 6 days and if rent is not received by the end of the 7th day of any month, a late fee shall be assessed at a rate of ten percent (10%) of the rent amount (e.g. \$245.00) per day. Tenant shall be considered in default of lease once nonpayment of rent is beyond grace period. Any failure to make a payment, including reimbursement for any payments that Landlord may make when the tenant does not, will be considered and defined as a material default in the lease. Upon approaching expiration of lease, Tenant shall give proper written notice of no less than 90 days stating desire to vacate or stay. This lease is nonrenewable, unless agreed upon by both tenant and Landlord.
2. **INSURANCE.** Tenant will obtain/maintain Commercial General Liability Insurance and endorse said policy to name the Landlord as Additional Insured and endorse policy to Waive Subrogation in the interest of the Landlord. To the maximum extent permitted by insurance policies, Tenant waives any and all rights of subrogation which might otherwise exist. Liability limits on the policy will be no less than \$1,000,000 per occurrence with a General Aggregate limit and a Products/Completed Operations aggregate, both no less than \$1,000,000. If Tenant is in the business of furnishing, manufacturing, distributing or selling Liquor, then Tenant shall maintain Liquor Liability Insurance, a limit that is no less than \$1,000,000 per occurrence. **Tenant will provide Landlord a certificate of liability insurance naming Landlord as additional insured** and identifying that Subrogation is waived and copy of endorsement issued by the insurance company naming Landlord as Additional Insured. Tenant, at their expense, shall maintain insurance on their own Personal Property as well as coverage for Plate Glass on Landlord's real property. Certificate of Insurance(s) for any required coverage's noted shall provide for 30 days written notice to Landlord in the event of cancellation or material change in coverage. If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Tenant or any of Tenant's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the cost of repair not covered by insurance. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant and any and all charges incurred by Landlord shall be reimbursed by Tenant within 30 days. A late fee charge will be assessed at 10% per day from the date of Landlord's payment. Notwithstanding use stated in item 5, no use shall be made or permitted

Initials DA

to be made of the Premises nor acts done which will cause the cancellation of any insurance policy covering said Premises or any building of which the Premises may be a part, and if Tenant's use of the Premises causes an increase in said insurance rates, Tenant shall pay any such increase.

3. **UTILITIES.** Tenant shall be liable for one hundred percent (100%) of building utility charges including but not limited to water, sewer, gas/propane, and electricity supplied to the Premises, together with any taxes thereon. Tenant shall be liable for one hundred percent (100%) of snow removal and waste removal for this Premises, together with any taxes thereon. Tenant acknowledges that the leased Premises is designed for **Restaurant/Bar use**. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.
4. **SECURITY DEPOSIT.** Upon executions of lease with Landlord a security deposit in the amount of **Two Thousand Four Hundred Fifty Dollars (\$2,450.00)**. Security deposit shall be refundable if premises at end of lease period is found to be in same condition as it was at the inception of the lease other than normal wear and tear. All utility bills must be paid in full by date of termination. Only after Landlord confirms that all payments have been made will any applicable deposits be returned to Tenant. All keys must be returned to Landlord.
5. **USE.** Tenant shall use and occupy the Premises for **Restaurant/Bar use**. The Premises shall be used for the intended purpose(s) only. Tenant agrees to clean and have vent hoods/fire extinguisher system inspected and certified as required by the health department. The premises must not be used for any unlawful purpose or for any use or purpose contrary to or in violation of State or local statutes, ordinances, or regulations. Tenant shall not use the Premises for the purposes of storing, manufacturing, or selling any Marijuana, explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.
6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet any portion of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. One of the conditions of consent shall be completion of a Tenant application form provided by Wendler Properties, Inc. to prospective person or persons subletting and that includes giving written consent to a background check. Any such assignment or subletting without consent by Landlord shall be void and, at the option of the Landlord, may terminate this lease. In the event that Landlord shall consent to sublease, Tenant shall pay Landlord a fee of \$200.00 incurred in connection with giving such consent. Any new proposed tenant replacing current Tenant must meet reasonable qualifications to be replaced as Tenant as set by the Landlord including but not limited to approval based on a credit check, criminal check, and proof of income, and must complete a Tenant application form provided by Wendler Properties, Inc. Tenant agrees to require from any sublet tenants proof of insurance and updated contact information and current business licenses and must provide such information to Landlord upon commencement of sublet agreements.
7. **QUIET ENJOYMENT.** Landlord covenants that on Tenant's payment of the rent and performing all agreements, requirements, and covenants herein contained, Tenant may occupy the demised premises for the agreed term.
8. **ORDINANCES AND STATUTES.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in

Initials DA

force, or which may hereafter be in force, pertaining to the use of the Premises at the Tenant's expense. This shall include but not be limited to sidewalk maintenance as required by the Town of Elizabeth. Tenant shall not use or permit use of the Premises in any manner that will tend to create waste or a nuisance which tends to unreasonably disturb other tenants in the building containing the Premises. Tenant shall maintain fire extinguishers, smoke alarms, and/or any other safety devices required by municipal, state, or federal authorities.

9. **COMMON AREAS.** N/A. The phrase "Common Area" means all areas and facilities outside the Premises that are provided and designated for general use and convenience of invitees. Tenant shall respect and not abuse all areas of building considered Common Areas including but not limited to hallways, stairways, and restrooms. The manner in which Common Areas shall be maintained and the expenditures for such maintenance shall be at the sole discretion of the Landlord. Storage, either permanent or temporary, of any materials, supplies, or equipment in the Common Areas is strictly prohibited. Should Tenant violate this provision of the Lease, then in such event, Landlord may, at its option, either terminate this Lease or without notice to Tenant permanently remove said materials, supplies, or equipment from the Common Areas. If removal is necessary, Tenant shall be responsible for payment of any costs involved in said removal.
10. **REPAIRS AND ALTERATIONS.** Tenant shall not, without first obtaining the **written** consent of Landlord, make any alterations, additions, or improvements in, to or about the Premises including placement of signs. Any such alterations, additions, or improvements must comply with all requirements of applicable building codes and permits including those materially affecting health and safety. Proof of liability insurance must be provided prior to any and all approved repairs.
11. **CARE MAINTENANCE of PREMISES.** Tenant accepts the Premises in the condition existing as of the date of the possession hereunder. Tenant shall, at all times, maintain the Premises in good, safe, and sanitary condition, including but not limited to plate glass, electrical wiring, lighting, plumbing, and heating/cooling system, and any other system or equipment upon the Premises at his/her own expense and shall surrender the same, at termination hereof, in substantially the same condition as received, normal wear and tear excepted. Tenant shall be responsible for any and all repairs required to the Premises specifically excluding the roof, exterior walls, and structural foundations, which shall be maintained by Landlord. Tenant agrees to maintain any and all fire extinguishers and smoke detectors. Semi-annual maintenance of furnace and/or air conditioner shall be required by Landlord. Tenant agrees to provide proof of such maintenance. Tenant is responsible for maintaining all pest control. **Tenant agrees to clean and have vent hoods/fire extinguisher system inspected and certified as required by the health department.** Tenant shall maintain in good condition such portions adjacent to the Premises such as sidewalks and shrubbery. Tenant agrees at all times to provide safe and clean sidewalks and walkways adjacent to Premises. This includes snow and ice removal. Repairs required due to "Acts of God" are the responsibility of the Landlord. Upon vacating premises, Tenant shall not remove any items that belong to Landlord including but not limited to fire extinguishers, smoke alarms/detectors, appliances, furniture, equipment.
12. **ENTRY AND INSPECTION.** Tenant shall permit Landlord or Landlord's agent to enter upon Premises at reasonable times or in an emergency, and upon reasonable notice, for the purpose of inspecting the same, and will permit Landlord


Initials PA

at any time within sixty (60) days prior to the expiration of this Lease, to place upon the Premises any "To Let" signs, and permit persons desiring to Lease the same to inspect the Premises thereafter.

13. **SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as it was at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.
14. **DEFAULT.** If Tenant defaults in the payment of rent, or any additional rent or other changes, or defaults in the performance of any of the obligations, covenants, or conditions herein, Landlord may give Tenant notice of such default, verbal or written, and if Tenant does not cure any such default within three (3) days' notice, on the date specified in such notice, the term of this Lease shall terminate if Landlord elects. In that event, Tenant shall then quit and surrender the Premises to Landlord, without extinguishing Tenant's liability for rent for the remainder of the lease terms and any other changes. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.
15. **ABANDONMENT.** If at any time during the term of this lease Tenant abandons the demised premises or any part thereof, Landlord may, at his option, enter the demised premises by any means without being liable for any claims and without becoming liable to Tenant for damages or for any payment of any kind whatsoever, and may receive and collect all rent payable by reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease has continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of re-entry is exercised following abandonment of the Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.
16. **RETURNED CHECKS.** If, for any reason, a check used by Tenant to pay Landlord is returned without having been paid, Tenant will pay a charge of \$50.00 as additional rent in addition to a possible late charge. After the second time a Tenant's check is returned, Tenant must thereafter secure a money order for payment of rent.
17. **ATTORNEY FEES.** In case suit should be brought for recovery of the Premises, or for any sum due here under, or because of any act which may arise out of the possession of the Premises by either party, the Landlord shall be entitled to costs incurred in connection with action, including reasonable attorney's fees.
18. **PARKING.** During the terms of this Lease, Tenant shall have the nonexclusive use in common automobile parking areas, driveways, and foot ways, subject to any rules and regulations for the use thereof as prescribed from time to time of Landlord or government regulations. Landlord has the right and ability to designate parking areas for Tenants. Landlord is not responsible for, nor does Landlord assume any liability for damages caused by fire, theft, casualty, or any other cause whatsoever with respect to any car or its contents. Snow removal in any parking area is not the responsibility of the Landlord.
19. **INDEMNIFICATION OF LANDLORD.** To the extent and as provided by law, Tenant hereby agrees that Landlord shall not be liable for injury to Tenant or its

Initials DA

- business or for any loss of income therefrom or for damages to the goods, wares, merchandise, or other property of Tenant, nor shall Landlord be liable for injury to person of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises or any part thereof. Tenant agrees to indemnify and hold Landlord harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or attorney fees which Landlord may incur in defending said claim.
20. **EMINENT DOMAIN.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to the Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, nor shall Tenant have any claim against Landlord for any taking of fixtures and improvements owned by Tenant or for moving expenses.
21. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the Premises other than by Act of God, responsibility of repair shall be reasonably determined by Landlord. In the event of a partial destruction of the Premises during the term hereof and it is determined that the Tenant is responsible for repairs, such repairs must be made and completed under existing government laws and regulation by the expiration date of the lease unless it interferes with other Tenants on the Premises. If such interference occurs, repairs must be made within sixty (60) days. In the event of a partial destruction of the Premises during the term hereof and if it is determined that the Landlord is responsible for repairs, Landlord shall repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said sixty (60) days, Landlord, at his/her option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Landlord may elect to terminate this Lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this Lease.
22. **KEYS.** If all keys are not forfeited and returned to Landlord upon termination of lease, Tenant shall be charged **One Hundred Dollars (\$100.00)**.
23. **LOCKS.** Tenant agrees not to change locks on any door without first obtaining Landlord's written permission. Tenant agrees to pay for changing any locks and to provide Landlord with one duplicate key per lock. If Tenant becomes locked out of the premises, Tenant is responsible for all expenses involved in regaining entry.
24. **ANIMALS.** Tenant is **Not** allowed to keep animals on premises.
25. **TAXES.** Landlord shall pay all real estate taxes for the land and building in which leased premises are situated. In the event that there is any increase during any

Initials 

year of the term of this Lease in the City, County, or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, whether because of increased rate of valuation, Tenant shall pay to Landlord upon request, a portion of the increase in taxes upon the land and building in which the Leased Premises are situated upon presentation of paid tax bill(s), amount determined by Landlord. In the event that such taxes are assessed for a tax year extending beyond the terms of the Lease, the obligation of Tenant shall be proportionate to the portion of the Lease term included in such year. Tenant shall pay any and all charges and fees which may be imposed by the EPA or other similar government regulations or authorities because of Tenant's presence or Tenant's activities on the premises.

26. **HOLDOVER BY TENANT.** Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new lease shall be created by the Landlord.
27. **HEIRS, ASSIGNS, SUCCESSORS.** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.
28. **SUBORDINATION.** This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
29. **WAIVER.** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.
30. **BUILDING.** If building is sold at any time during the terms of this agreement, then upon sale, the lease may be terminated at the option of either Tenant or the new Landlord.
31. **LANDLORD'S RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all reasonable modifications to said rules and regulations. Any breach of the covenants, conditions, or promises of the Tenant shall be determined to be a material breach. Landlord shall not be responsible to Tenant for the non-performance of any of said rules and regulations by any other tenants or occupants.
32. **NOTICE OF INTENT TO VACATE.** (This paragraph only applies when this Agreement is or has become a month-to-month Agreement.) Landlord shall advise Tenant of any changes in terms of tenancy with advance notice in writing of at least 30 days. Changes may include notice of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.
33. **RADON GAS DISCLOSURE.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in **Elbert County**. Additional information regarding radon and radon testing may be obtained from your county public health unit.
34. **NOTICES.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at:

Daniel Archer

[REDACTED]
[REDACTED]

Initials 

Wholesaler Affidavit of Compliance
Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Coors Distributing Company		License Number 03-13323	
Trade Name of Establishment/Doing Business As (DBA) Coors Distributing Comp[REDACTED]		Phone Number (303) 433-6541	
Physical Address 5400 Pecos Street	City Denver	State CO	ZIP 80221
Email Address betsy.beck@cdccoors.com			
Transferor Retailer Licensee Name DDA Inc		License Number	
Trade Name of Establishment/Doing Business As (DBA) Jacs		Phone Number	
Physical Address 344 E. Kiowa Ave	City Elizabeth	State CO	ZIP 80107
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler: Coors Distributing Company			
Signature <i>Betsy Beck</i>	Print Betsy Beck	Title Accounting Manager	Date 04/01/24

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,

D D A, Inc.

is a

Corporation

formed or registered on 03/28/2024 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 20241367500 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/27/2024 that have been posted, and by documents delivered to this office electronically through 03/29/2024 @ 11:44:26 .

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 03/29/2024 @ 11:44:26 in accordance with applicable law. This certificate is assigned Confirmation Number 15895503 .



A handwritten signature in blue ink that reads "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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENTS FILED

I, Jena Griswold , as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached documents are true and complete copies of all documents relating to:

D D A, Inc.

Colorado Corporation

(Entity ID # 20241367500)

consisting of 2 pages as filed in this office.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/27/2024 that have been posted, and by documents delivered to this office electronically through 03/29/2024 @ 11:47:07 .

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 03/29/2024 @ 11:47:07 in accordance with applicable law. This certificate is assigned Confirmation Number 15895521 .

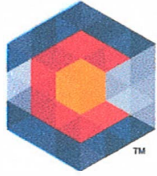


Jena Griswold

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Colorado Secretary of State

Colorado Secretary of State
ID#: 20241367500
Document #: 20241367500
Filed on: 03/28/2024 08:02:08 PM
Paid: \$50.00

Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the corporation is D D A, Inc.

The principal office street address is

344 E Kiowa Ave
Elizabeth CO 80107
US

The principal office mailing address is

██████████
Elizabeth CO 80107
US

The name of the registered agent is Daniel Archer

The registered agent's street address is

██████████
Elizabeth CO 80107
US

The registered agent's mailing address is

██████████
Elizabeth CO 80107
US

The person above has agreed to be appointed as the registered agent for this entity.

The name(s) and address(es) of the incorporator(s)

Daniel Archer
██████████
Elizabeth CO 80107
US

The classes of shares and number of shares of each class that the corporation is authorized to issue are

The corporation is authorized to issue:
Common shares - 100,000

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

DAVID L ELBERT

[REDACTED]

[REDACTED]

Kiowa CO 80117

US

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)
See separate instructions for each line. Keep a copy for your records.
Go to www.irs.gov/FormSS4 for instructions and the latest information.

OMB No. 1545-0003

EIN

Type or print clearly.

1 Legal name of entity (or individual) for whom the EIN is being requested DDA Inc		
2 Trade name of business (if different from name on line 1)	3 Executor, administrator, trustee, "care of" name	
4a Mailing address (room, apt., suite no. and street, or P.O. box) [REDACTED] and ZIP code (if foreign, see instructions) Elizabeth, Colorado 80107		5a Street address (if different) (Don't enter a P.O. box.)
6 County and state where principal business is located Elbert, Colorado		5b City, state, and ZIP code (if foreign, see instructions)
7a Name of responsible party Daniel Dennis Archer		7b SSN, ITIN, or EIN [REDACTED]
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		8b If 8a is "Yes," enter the number of LLC members <input type="checkbox"/> Yes <input type="checkbox"/> No
8c If 8a is "Yes," was the LLC organized in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No		
9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check. <input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership _____ <input checked="" type="checkbox"/> Corporation (enter form number to be filed) 1120S _____ <input type="checkbox"/> Personal service corporation _____ <input type="checkbox"/> Church or church-controlled organization _____ <input type="checkbox"/> Other nonprofit organization (specify) _____ <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> Military/National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises Group Exemption Number (GEN) if any _____		
9b If a corporation, name the state or foreign country (if applicable) where incorporated	State Colorado	Foreign country
10 Reason for applying (check only one box) <input type="checkbox"/> Started new business (specify type) _____ <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Banking purpose (specify purpose) _____ <input type="checkbox"/> Changed type of organization (specify new type) _____ <input checked="" type="checkbox"/> Purchased going business <input type="checkbox"/> Created a trust (specify type) _____ <input type="checkbox"/> Created a pension plan (specify type) _____		
11 Date business started or acquired (month, day, year). See instructions. 4/1/2024		12 Closing month of accounting year December
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14. Agricultural Household Other 24		14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability will generally be \$1,000 or less if you expect to pay \$5,000 or less, \$6,536 or less if you're in a U.S. territory, in total wages.) If you don't check this box, you must file Form 941 for every quarter. <input type="checkbox"/>
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) 4/15/24		
16 Check one box that best describes the principal activity of your business. <input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale—agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale—other <input type="checkbox"/> Retail <input type="checkbox"/> Other (specify) Full Service Restaurant		
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. Food, Beer & Liquor		
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here		
Third Party	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.	
	Designee's name David L. Elbert	Designee's telephone number (include area code) [REDACTED]
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Applicant's telephone number (include area code) [REDACTED]
Name and title (type or print clearly) Daniel D Archer, President		Applicant's fax number (include area code) [REDACTED]
Signature [Signature]		Date 4/1/24

Do I Need an EIN?

File Form SS-4 if the applicant entity doesn't already have an EIN but is required to show an EIN on any return, statement, or other document.¹ See also the separate instructions for each line on Form SS-4.

IF the applicant...	AND...	THEN...
started a new business	doesn't currently have (nor expect to have) employees	complete lines 1, 2, 4a-8a, 8b-c (if applicable), 9a, 9b (if applicable), 10-14, and 16-18.
hired (or will hire) employees, including household employees	doesn't already have an EIN	complete lines 1, 2, 4a-6, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), and 10-18.
opened a bank account	needs an EIN for banking purposes only	complete lines 1-5b, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
changed type of organization	either the legal character of the organization or its ownership changed (for example, you incorporate a sole proprietorship or form a partnership) ²	complete lines 1-18 (as applicable).
purchased a going business ³	doesn't already have an EIN	complete lines 1-18 (as applicable).
created a trust	the trust is other than a grantor trust or an IRA trust ⁴	complete lines 1-18 (as applicable).
created a pension plan as a plan administrator ⁵	needs an EIN for reporting purposes	complete lines 1, 3, 4a-5b, 7a-b, 9a, 10, and 18.
is a foreign person needing an EIN to comply with IRS withholding regulations	needs an EIN to complete a Form W-8 (other than Form W-8ECI), avoid withholding on portfolio assets, or claim tax treaty benefits ⁶	complete lines 1-5b, 7a-b (SSN or ITIN as applicable), 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
is administering an estate	needs an EIN to report estate income on Form 1041	complete lines 1-7b, 9a, 10-12, 13-17 (if applicable), and 18.
is a withholding agent for taxes on nonwage income paid to an alien (that is, individual, corporation, or partnership, etc.)	is an agent, broker, fiduciary, manager, tenant, or spouse who is required to file Form 1042, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons	complete lines 1, 2, 3 (if applicable), 4a-5b, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
is a state or local agency	serves as a tax reporting agent for public assistance recipients under Rev. Proc. 80-4, 1980-1 C.B. 581 ⁷	complete lines 1, 2, 4a-5b, 7a-b, 9a, 10, and 18.
is a single-member LLC (or similar single-member entity)	needs an EIN to file Form 8832, Entity Classification Election, for filing employment tax returns and excise tax returns, or for state reporting purposes ⁸ , or is a foreign-owned U.S. disregarded entity and needs an EIN to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business	complete lines 1-18 (as applicable).
is an S corporation	needs an EIN to file Form 2553, Election by a Small Business Corporation ⁹	complete lines 1-18 (as applicable).

¹ For example, a sole proprietorship or self-employed farmer who establishes a qualified retirement plan, or is required to file excise, employment, alcohol, tobacco, or firearms returns, must have an EIN. A partnership, corporation, REMIC (real estate mortgage investment conduit), nonprofit organization (church, club, etc.), or farmers' cooperative must use an EIN for any tax-related purpose even if the entity doesn't have employees.

² However, don't apply for a new EIN if the existing entity only (a) changed its business name, (b) elected on Form 8832 to change the way it is taxed (or is covered by the default rules), or (c) terminated its partnership status because at least 50% of the total interests in partnership capital and profits were sold or exchanged within a 12-month period. The EIN of the terminated partnership should continue to be used. See Regulations section 301.6109-1(d)(2)(iii).

³ Don't use the EIN of the prior business unless you became the "owner" of a corporation by acquiring its stock.

⁴ However, grantor trusts that don't file using Optional Method 1 and IRA trusts that are required to file Form 990-T, Exempt Organization Business Income Tax Return, must have an EIN. For more information on grantor trusts, see the Instructions for Form 1041.

⁵ A plan administrator is the person or group of persons specified as the administrator by the instrument under which the plan is operated.

⁶ Entities applying to be a Qualified Intermediary (QI) need a QI-EIN even if they already have an EIN. See Rev. Proc. 2000-12.

⁷ See also *Household employer agent* in the instructions. **Note:** State or local agencies may need an EIN for other reasons, for example, hired employees.

⁸ See *Disregarded entities* in the instructions for details on completing Form SS-4 for an LLC.

⁹ An existing corporation that is electing or revoking S corporation status should use its previously assigned EIN.

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				Digital Fax		
Apr 01	11:55am	Fax Sent	8556416935	1:00 N/A	1	OK

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				Digital Fax		
Apr 01	11:57am	Fax Sent	8556416935	0:29 N/A	1	OK