

Retail Establishment Permit Initial Application and Renewal

This application applies to retail establishments and art galleries.

☐ Initial Application

☒ Renewal

State Fee: \$93.25

Local License Fee: \$3.75

Name of Local Licensing Authority:

Local Application Fee: \$

(please contact the local licensing authority within the jurisdiction in which the retail establishment is located to determine their local application fee amount).

Note – Due to the 15-day notice requirements, please file this application simultaneously with your local and state licensing authorities for necessary review.

Section A – Applicant Information

Trade Name of Establishment (DBA)

State Sales Tax Number of Applicant

GARRETT A DAY

N/A

Trade Name of Establishment (DBA)

Permit Number (if Renewal)

ORBIT ARTSPACE

03-17800

Street Address

Phone Number

138 SOUTH PARK SQUARE #102

7072351055

City

County

State

ZIP Code

Fruita

Mesa

Mesa

81521

Mailing Address

715 WILLOW CREEK ROAD

City or Town

State

ZIP Code

Grand Junction

CO

81505

Email Address

GDWINE@GMAIL.COM

Check the option that applies.

☒ **Art Gallery:** is a retail establishment that has the primary purpose of exhibiting and offering for sale works of fine art or precious or semiprecious metals or stones.

☐ **Retail Establishment:** is an establishment that has the primary purpose of selling goods or services to the public and that: (I) conducts business at a physical building in Colorado; and (II) derives less than fifty percent (50%) of the establishment's gross sales of goods and services from the sale of food.

Section B – Art Gallery

Note – Only fill out this section if you qualified as an Art Gallery in the bottom question on page 1.

Please indicate that the primary purpose of the art gallery is to exhibit or offer for sale:

- ☐ Works of fine arts as defined in section 6-15-101; or
- ☐ Precious or semiprecious metals or stones as defined in section 18-16-102; or
- ☒ Both of the above.

- Does the applicant sell alcohol beverages by the drink?..... ☐ Yes ☒ No
- Will the applicant abide by the serving size limitations as listed in 44-3-424(1)(b) (IV)-(VII), C.R.S.? ☒ Yes ☐ No
- Will the applicant charge an entrance fee or cover charge, or require a donation in exchange for complimentary beverages for consumption on the premises? ☐ Yes ☒ No
- Will the applicant be allowing more than 250 people on the premises at one time when alcohol beverages are being served?..... ☐ Yes ☒ No
- Will the applicant serve alcohol beverages for more than 4 hours in any twenty-four (24) hour period, and no more than 24 days per year? ☐ Yes ☒ No
- Will the applicant serve or distribute alcohol beverages between the hours of 2 a.m. and 7 a.m.? ☐ Yes ☒ No

Section C – Retail Establishment

Note – Only fill out this section if you qualified as a Retail Establishment in the bottom question on page 1.

- Does the applicant have more than 25 employees at the proposed location? ☐ Yes ☐ No
- Does the applicant have retail sales that exceed five million dollars per calendar year at the proposed location? ☐ Yes ☐ No
- Does the applicant sell firearms, motor vehicles, marijuana, gasoline, or diesel fuel?..... ☐ Yes ☐ No
- Does the applicant educate students from kindergarten to twelfth grade or provide childcare? ☐ Yes ☐ No
- Is the applicant a convenience store? ☐ Yes ☐ No
- Does the applicant sell alcohol beverages by the drink? ☐ Yes ☐ No
- Will the applicant abide by the serving size limitations as listed in 44-3-424(1) (b)(IV)-(VII), C.R.S.? ☐ Yes ☐ No
- Will the applicant charge an entrance fee or cover charge, or require a donation in exchange for the complimentary beverages for consumption on the premises? ☐ Yes ☐ No

Section C – Retail Establishment (continued)

Will the applicant be allowing more than 250 people on the premises at one time when alcohol beverages are being served?..... ☐ Yes ☐ No

Will the applicant serve alcohol beverages for more than 4 hours in any twenty-four (24) hour period, and no more than 24 days per year? ☐ Yes ☐ No

Will the applicant serve or distribute alcohol beverages between the hours of 2 a.m. and 7 a.m.? ☐ Yes ☐ No

Section D – Checklist And Event Details

Note – This section applies to **both** Art Gallery and Retail Establishment permit applicants

- ☒ Attach a copy of a deed or lease in the exact name of the applicant reflecting possession of the premises for at least one year after the date of the application.
- ☒ Attach a diagram of the premises that reflects the area within the premises where alcohol beverages will be stored, served, possessed, and consumed.

Does the applicant hold or have interest in any liquor license(s)? ☐ Yes ☒ No

Retail establishment permittees are permitted to have an interest in the following, as listed in C.R.S. §44-3-424(6)(b):

- Beer & Wine
- Hotel & Restaurant
- Tavern
- Brew Pub
- Club
- Arts License
- Racetrack
- Public Transportation System
- Optional Premises
- Retail Gaming Tavern
- Vintner's Restaurant
- Distillery Pub
- Lodging and Entertainment
- Bed and Breakfast Permit
- Fermented Malt Beverage and Wine Retailer
- Fermented Malt Beverage (On)
- Fermented Malt Beverage (On/Off)
- Other retail establishments holding a Retail Establishment Permit
- A financial institution as defined by 44-3-308(4)

If Yes, provide the license number and license type of any liquor license(s) held by the applicant. (Please attach a separate sheet to this application if additional space is needed.)

License Number

N/A

License Type

License Number

N/A

License Type

License Number

N/A

License Type

License Number

License Type

Section D – Checklist And Event Details (continued)

Please list all dates of service for the proposed permit year below:

(Please attach a separate sheet to this application if additional space is needed.)

Date 10-4-24	Date 11-1-24
From: 5 PM	From: 5 PM
To: 9 PM	To: 9 PM
Date 12-6-24	Date 12-14-24
From: 5 PM	From: 5 PM
To: 9 PM	To: 9 PM
Date 2-7-25	Date 3-7-25
From: 5 PM	From: 5 PM
To: 9 PM	To: 9 PM
Date 4-4-25	Date 5-2-25
From: 5 PM	From: 5 PM
To: 9 PM	To: 9 PM
Date 6-6-25	Date 7-4-25
From: 5 PM	From: 5 PM
To: 9 PM	To: 9 PM
Date 8-1-25	Date 9-5-25
From: 5 PM	From: 5 PM
To: 9 PM	To: 9 PM
Date 10-3-25	Date 11-7-25
From: 5 PM	From: 5 PM
To: 9 PM	To: 9 PM
Date 12-5-25	Date 12-13-25
From: 5 PM	From: 5 PM
To: 9 PM	To: 9 PM

Oath Of Applicant

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 and Wine Code which affect my license.

Title

OWNER ORBIT ARTSPACE / GARRETT A. DAY

Signature



Date (MM/DD/YY)

6-10-24

Report And Approval of Local Licensing Authority (City/County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended.

Therefore, this application is approved.

Local Licensing Authority (City or County)

The City of Frisco

Date filed With Local Authority

6/11/24

Title

Matthew Brennan, Mayor

Signature

Date (MM/DD/YY)

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Title

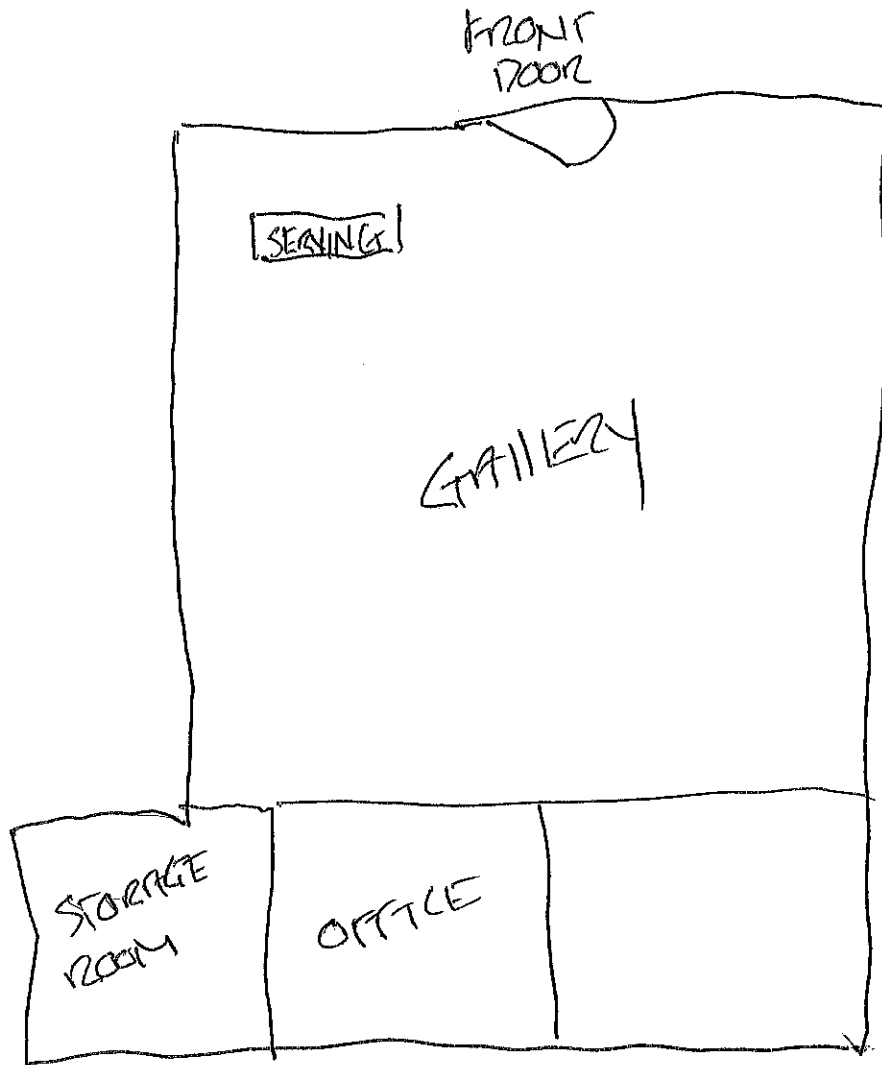
Signature

Date (MM/DD/YY)

Do Not Write in this Space – For Department of Revenue use only

Total

ORBIT ARTSPACE
138 SOUTH PARK SQ #102



LEASE AGREEMENT

As of this date, April 29, 2015, EFI Development, LLC hereinafter referred to as "Landlord" and Laurel H. Day, Danny Peterson preferred to as "Tenant", with his address at see p 7. do hereby enter into this Lease Agreement as follows:

1. PREMISES.

In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord certain commercial space in the building commonly known as The Bank Building (hereinafter referred to as the "Building"), located at 138 S. Park Square, Fruita, Colorado 81521, and specifically the portion of the building known as Suite. No. 102, as shown on Attachment A.

2. TERM.

The term of this Lease shall be for a period of ^{twenty} ~~four~~ (24) consecutive lease months commencing on July 1, 2022, and expiring at 6:00 o'clock PM, on June 30, 2024, unless modified as provided herein.

3. RENT.

Upon execution of this Lease, Tenant agrees to pay Landlord a Security deposit of \$3,150. The rental payments shall commence and shall be made on a monthly base rent, without any offset or deduction, for the term of this lease. The rent is payable in equal monthly payments due on the first (1st) day of each calendar month, without prior notice or demand, for the term of this lease. All rental payments are to be payable to EFI Development, LLC, at 2274 I Road, Grand Junction, CO 81505, unless Landlord provides another address specifically in writing to Tenant.

Rental Schedule.

<u>Rental Period:</u>	<u>Monthly Rent Amount</u>
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Prior to delivery of key Tenant shall deliver to Landlord the First Month rent and security deposit = \$4,300

August 1 - June 1, 2023

\$3,150/mo on or before 1st day of the month

July 1, 2023 - June 1, 2024

\$3,245 /mo on or before 1st day of the month

A \$50.00 charge will be paid to the Landlord for each non-sufficient funds check issued by Tenant to Landlord.

Penalty for Late Payment of Rent. If the Tenant fails to pay rent, additional rent, or other sums required to be paid hereunder, within ten (10) days of when due and payable, such unpaid amounts shall be subject to a 5% penalty fee, as additional rent. Interest for late payments shall bear interest at the rate of 1% per month.

Security Deposit. Tenant shall make a \$1,500 security deposit held by Landlord under the provisions of this Lease Agreement. Tenant shall not earn or be entitled to any Interest on

to the commencement of this Lease, at Landlord's option, fair wear and tear excepted.

27. RENEWAL OPTIONS.

Provided that Tenant is not in default of this Lease, Tenant is hereby granted one (1) option to renew the Lease for one (1) additional period of two (2) years. Rental payments shall be fixed at the current Rent plus 5% per annum. The Extended term shall be on the same terms and conditions as provided in the Lease. This option shall be exercised by giving written notice to Landlord not less than sixty (45) days prior to the Lease expiration date.

28. HAZARDOUS WASTE.

Hazardous Materials: Landlord, to the best of Landlord's knowledge, will deliver the Premises to Tenant free of hazardous Materials. Tenant agrees that (s)he shall not use the Building during the term of this Lease Agreement, or any extensions thereof, for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting of Hazardous Waste Materials, as defined below, in contravention of any Hazardous Waste Law. "Hazardous Material", as defined below, shall include but not be limited to substances defined as "hazardous substances", "hazardous material", or "toxic substances", in the Comprehensive Environmental Responses, Compensation and Liability Act of 1980, and/or any amendments thereto and/or any state laws or local regulations.

29. DISPUTE RESOLUTION. If a dispute or conflict cannot be resolved between the Landlord and Tenant, the dispute may be submitted for arbitration upon mutual consent of the parties, or shall be submitted for resolution to Mesa County Court. The prevailing party shall be entitled to recover all costs of resolving the dispute including attorneys fees, and other costs of collection, including interest at the rate of 12% per annum.

EACH EXECUTING PARTY of this Lease Agreement individually and personally represents and warrants that (s)he is duly authorized to execute and deliver the same on behalf of the entity for which (s)he is signing whether it be a corporation, general or limited partnership, limited liability company or otherwise and that this Lease Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereunto have executed this Lease Agreement or, as the case may be, have caused their officers, partners or agents thereunto duly authorized to execute this Lease Agreement, as of the 17th day,

of June 2022. *Both signatories are signing collectively and individually with respect to this lease and the guarantee of performance.*

LANDLORD:
EFI Development, LLC

By: Clark Atkinson
Clark Atkinson, Manager

TENANT

By: [Signature] and [Signature]
Denny Rosen 970-858-3636. Garrett A. Day
I personally guarantee performance under the terms of this Lease

CITY OF FRUITA
LIQUOR LICENSE RENEWAL MEMORANDUM

TO:	FRUITA POLICE DEPARTMENT		
FROM:	DEBRA WOODS, DEPUTY CITY CLERK		
DATE:	JUNE 11, 2024		
RE:	ORBIT ARTSPACE – ART GALLERY LIQUOR PERMIT RENEWAL		
License Information			
Licensee:	Orbit Artspace		
Location:	138 S. Park Square, #102		
Type of License:	Art Gallery Permit		
Expiration Date of Current License:	September 28, 2024		
City Council Hearing Date :	June 17, 2024		
DUE DATE FOR POLICE REPORT:	June 14, 2024		
Tips certificates on File			
Employee:	Date:		
(None on file)			
Report of Fruita Police Department			
A)	Have there been any reported violation(s) of the Liquor or Beer Code in the last year?	Yes	No
B)	Have there been any incidents reported to the Police Dept in the last year that would pertain to the liquor license and the establishment's control of alcoholic beverages and their patrons?	Yes	No
C)	Are there other concerns that need to be brought to the attention of the City Council?	Yes	No
Please attach documentation to support the above noted violation(s), incidents or comments.			
Signature: Paula Rajewich		Date: 6-11-24	