



REVIEW OF PLANS AND SPECIFICATIONS

PROJECT: **Hen & Harvest**
ARCHITECT OR ENGINEER: N/A
CONTACT PERSON: Danny Burau
REVIEWED BY: Mykel Murry

DATE OF REVIEW: 01/29/25

ACTION: Incomplete/ Additional Information Requested

- o Note - All aspects of construction should comply with the Americans with Disabilities Act (ADA) and all construction shall comply with
- o Note - Plans and specifications of general public facilities shall be retained by the Wyoming Department of Agriculture.

WYOMING FOOD SAFETY RULE

COMMENTS AND NOTES:

I have reviewed your submitted paperwork and have the following comments/questions:

1. Floor plan is approved as submitted.
2. Please submit a final menu for review and approval.
3. On page 6 of the Plan Review Packet, please submit Fire Marshal approvals once obtained.
4. On Page 7 of the Plan Review Packet, Table 7, mop sink shall have an atmospheric vacuum breaker as the method of backflow prevention if hoses or chemical dispensers are attached.
5. On Page 8 of the Plan Review Packet, 2c. from your floor plan it appears as though your three-compartment sink is missing one drainboard. If alternate means for drainboards are used, please update and complete this section.
6. Additional Requirements may be required as this project progresses.

Please address the above items and respond back with the additional requested information. Once your plan is approved and your construction is completed we will need do a pre-operational inspection of your facility to make sure all items are in place and clear you to use the new addition to your facility and/or to receive product. If you have any further questions please do not hesitate to contact me.

Regards,



Mykel A. Murry

Wyoming Department of Agriculture
Consumer Health Services
214 4th Street, Second Floor Suite #1
PO Box 367
Rawlins, WY 82301
(307) 324-3220



Retail Food Inspection Report

Wyoming Department of Agriculture
Consumer Health Services
2219 Carey Ave
Cheyenne, WY 82002

Date: 4/7/2025
Time In: 9:50 AM
Time Out: 11:19 AM

Establishment: 13869 HEN & HARVEST (Food Service)	Address: 405 N 1st ST	City/State: Saratoga, WY	Zip: 82331	Telephone: 3036412329
License/Permit#: 23355 - Retail Food License	Permit Holder: DANNY BURAU	Inspection Reason: Pre-Opening	Est. Type: Food Service	Risk Category: Medium

(*) = Corrected on site during inspection (COS) R = Repeat violation

Foodborne Illness Risk Factors				
Supervision				
1 Person in charge present, demonstrates knowledge, and performs duties (I/O)	IN	28 Safe Food and Water	28 Pasteurized eggs used where required	N/A
Employee Health			29 Water and ice from approved source	IN
2 Management, food employee and conditional employee knowledge, responsibilities and reporting (I/O)	IN	30 Variance obtained for specialized processing methods		N/A
3 Proper use of exclusions and restrictions (I/O)	IN	Food Temperature Control	31 Proper cooling methods used; adequate equipment for temperature control	N/A
Good Hygienic Practices			32 Plant food properly cooked for hot holding	N/A
4 Proper eating, tasting, drinking, or tobacco use	IN	33 Approved thawing methods		N/A
5 No discharge from eyes, nose, and mouth	IN	34 Thermometers provided and accurate		N/O
Control of Hands as a Vehicle of Contamination		Food Identification	35 Food properly labeled; original container	IN
6 Hands clean and properly washed	N/O	Prevention of Food Contamination	36 Insects, rodents, and animals not present/outer openings protected	IN
7 Minimize bare hand contact with ready to eat foods	IN	37 Contamination prevented during food preparation, storage and display		N/A
8 Hand washing sinks properly supplied and accessible (I/O)	IN	38 Personal cleanliness		IN
Approved Source		39 Wiping cloths: properly used and stored		N/O
9 Foods obtained from an approved source (I/O)	IN	40 Washing fruits and vegetables		N/O
10 Foods received at proper temperatures	N/O	Proper Use of Utensils	41 In use utensils: properly stored	N/O
11 Food in good condition, safe, and unadulterated (I/O)	IN	42 Utensils, equipment, and linens: properly stored dried and handled		N/O
12 Required records available; shellstock tags, parasite destruction	N/A	43 Single-use/single service articles: properly stored and used		IN
Protection from Contamination		44 Slash-resistant and cloth glove use		N/O
13 Food separated and protected (Cross Contamination and Environmental) (I/O)	N/O	Utensils, Equipment, and Vending	45 Food and non-food contact surfaces are cleanable, properly designed, constructed, and used	IN
14 Food contact surfaces: cleaned and sanitized	IN	46 Warewashing facilities: installed, maintained, and used; test strips		IN
15 Proper disposition of returned, previously served, reconditioned, and unsale food (I/O)	N/A	Physical Facilities	47 Non-food contact surfaces clean	
Potentially Hazardous Food Time/Temperature Control for Safety			48 Hot and Cold water available; adequate pressure	IN
16 Proper cooking time and temperatures	N/O		49 Plumbing installed; proper backflow devices	IN
17 Proper reheating procedures for hot holding	N/A		50 Sewage and waste water properly disposed	IN
18 Proper cooling time and temperatures	N/A		51 Toilet facilities; properly constructed, supplied, and cleaned	IN
19 Proper hot holding temperatures	N/A		52 Garbage and refuse properly disposed; facilities maintained	IN
20 Proper cold holding temperatures	IN		53 Physical facilities installed, maintained, and clean	IN
21 Proper date marking and disposition	N/O		54 Adequate ventilation and lighting; designated areas used	IN
22 Time as a public health control: procedures and records	N/A		55 License to operate	IN
Consumer Advisory			56 Expired: Baby Food, Medicine	N/A
23 Consumer advisory provided for raw or undercooked foods	IN		Meat Compliance	
Highly Susceptible Populations			57 Meat and poultry compliance	N/O
24 Pasteurized foods used; prohibited foods not offered	N/A		USDA Records	
Food/Color Additives and Toxic Substances			58 USDA required grind records	N/A
25 Food additives: approved, properly stored, and used	N/A			
26 Toxic substances properly identified, stored and used (I/O)	IN			
Conformance with Approved Procedures				
27 Compliance with variance, specialized process, reduced oxygen packaging criteria, and HACCP plan	N/A			
Good Retail Practices				

Observations and Corrective Actions						
Violations cited in this report must be corrected within the inspector's specified timeframes						
Priority Level	Item Number	Violation of Code	Code Description	Inspection ID	Inspection Date	Comment
						Correct By Date

APPLICATION FOR FOOD LICENSE

FOOD LICENSE: \$200.00 Initial Fee; \$100.00 Annual Renewal Fee.

(Licenses shall expire one year after date of issuance)

Cheyenne Office Use Only			
LICENSE ACCOUNT NUMBER	ACTIVATION DATE	CHECK NO/CASH	
LICENSE APPLICATION INFORMATION (to be completed by applicant)			
Type of Application:	If change of owner or location, previous establishment name/location:		
<input type="checkbox"/> New <input type="checkbox"/> Change of Location <input checked="" type="checkbox"/> Change of Owner			
- Establishment Information -			
Trade/Business Name (dba):	Applicant Name:		
Physical Address:	Will a Liquor License Be Applied For?		
City:	State:	Zip:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address:			
City:	State:	Zip:	
Business Phone Number:	Person in Charge on Site Phone:		
Email:	Fax:		
- Owner Information -			
Name of Owner :	Form of Organization:		
Name of Company (if applicable):	<input type="checkbox"/> Individual <input type="checkbox"/> Co-Op <input type="checkbox"/> Corporation		
Parent Company (if applicable) :	<input type="checkbox"/> Partnership <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Non-Profit		
Address:	<input type="checkbox"/> Other Entity		
City:	State:	Zip:	
Owner Phone Number:			
INDICATE WHERE TO MAIL RENEWAL FORMS <u>2</u> (1=ESTABLISHMENT; 2=OWNER)			
Type of Establishment (please check applicable box)			
<input type="checkbox"/> Food Service <input type="checkbox"/> Grocery <input type="checkbox"/> Convenience <input type="checkbox"/> Meat Plant <input type="checkbox"/> Distributor <input type="checkbox"/> Warehouse <input type="checkbox"/> Dietary Supplement Processor <input type="checkbox"/> Institution			
<input type="checkbox"/> Guest Ranch <input type="checkbox"/> Dairy <input type="checkbox"/> Bulk Water <input type="checkbox"/> Bar <input type="checkbox"/> Mobile <input type="checkbox"/> Mobile/Commissary Dependent <input type="checkbox"/> Retail Processor			
<input type="checkbox"/> Retail Pre-Packaged <input type="checkbox"/> Retail Pre-Packaged License Only <input type="checkbox"/> School <input type="checkbox"/> Hotel <input type="checkbox"/> Bed and Breakfast <input type="checkbox"/> Seasonal Facility			
<input type="checkbox"/> Manufactured Food Processor; Type of Food:			
I ATTEST TO THE ACCURACY AND INFORMATION PROVIDED IN THIS APPLICATION. I AGREE TO COMPLY WITH ALL APPLICABLE WYOMING LAWS AND REGULATIONS AND I UNDERSTAND THAT EACH SECTION OF THE LAWS AND REGULATIONS IS SEPARATELY AND COLLECTIVELY ENFORCEABLE. I AGREE TO ALLOW THE REGULATORY AUTHORITY ACCESS TO MY ESTABLISHMENT. LATE RENEWAL PAYMENTS WILL RESULT IN DEACTIVATION.			
SIGNATURE OF APPLICANT	DATE	APPROVING OFFICIAL	COUNTY
Instructions: A plan review must be submitted before this application can be considered, unless this is a change of ownership. Submit this application to your inspector of the WY Department of Agriculture or local County Health Dept. Complete all sections. If a section is not applicable enter "N/A". If additional space is needed for any item, attach additional sheet.			
This application shall serve as receipt of payment.			
EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES			

COMMERCIAL LEASE

PRIMARY INFORMATION AND DEFINITIONS

Landlord:	Vee, LLC, a Wyoming close limited liability company PO Box 1314 Saratoga, WY 82331 jvevans.co@gmail.com kamartin_2@yahoo.com
Tenant:	Daniel Burau 221 W. Walnut Ave P.O. Box 646 Saratoga, WY 82331 Danny.burau@gmail.com 303 641 2329
Premises:	Restaurant real property located at 405 N 1 st Street, Saratoga, Wyoming, and legally described as Lots 5 and 6, Block 12, Hugus and Chattertons First Addition to the Town of Saratoga, Carbon County, Wyoming
Commencement Date:	January 1, 2025
Initial Term:	5 years (commencing January 1, 2025 to December 31, 2029)
This Option Term(s):	Option Term 1 (if exercised) shall commence January 1, 2030 and expire December 31, 2034 Option Term 2 (if exercised) shall commence January 1, 2035 and expire December 31, 2039
Expiration Date:	December 31, 2029 (subject to renewal option)
Lease Year:	January 1 to December 31
Security Deposit:	\$5,000.00

AGREEMENT

THIS COMMERCIAL LEASE ("Lease") is executed by and between Landlord and Tenant to be effective as of January 1, 2025. For and in consideration of the terms, covenants and conditions set forth below, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. PREMISES.

- a. Lease of Premises. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord upon the covenants and conditions set forth herein.
- b. Delivery of Premises. Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises on the Commencement Date.
- c. Condition. On the Commencement Date, Landlord is delivering to Tenant, and Tenant agrees to accept from Landlord, the Premises in "As Is" without warranty by Landlord as to habitability, condition, design, use, fitness for any purpose, or any other warranty expressed or implied by law.

2. **TERM.**

a. Initial Term. The Initial Term shall commence on the Commencement Date and end on the Expiration Date (subject to the exercise of any Option Period as provided below), unless sooner terminated.

b. First Lease Year. During the first Lease Year of this Lease, Tenant shall have full access to the Premises starting January 1, 2025 to plan and construct all Tenant Improvements, however, Base Rent will not be charged until March 1, 2025.

c. Option Terms(s). Subject to the provisions of this Section titled “Option Term(s)”, Tenant shall have the option to extend this Lease after the Initial Term for two (2) consecutive Five (5)-year options (each an Option Term). Option Term 1 (if properly exercised) shall commence January 1, 2030 and end December 31, 2034. Option Term 2 shall commence January 1, 2035 and end December 31, 2039. During an Option Term, all of the terms, covenants and conditions of this Lease shall remain in full force and effect, except that Tenant shall have no right to a further extension or renewal of the term of this Lease following Option Term 2, and the Base Rent and Percentage Rent as defined in Section below, shall be as provided in such Section.

d. Exercise of Option. Notwithstanding the foregoing, the Option Terms under this Section shall be available to Tenant only on the conditions that: (i) Tenant shall have given written notice to Landlord at least six (6) months before the expiration of the Initial Term or Option Term 1, as applicable, of its intent to exercise the option, (ii) no event of default shall have occurred at any time prior to the exercise of the option, and (iii) Tenant shall have demonstrated to Landlord’s satisfaction (through the provision of financial records and other materials reasonably requested by Landlord), that Tenant’s financial condition has not materially deteriorated from its financial condition at the time that this Lease was executed.

e. Term. The “term” of this Lease shall begin on the Commencement Date and continue until this Lease expires or is properly terminated in accordance with its provisions and Tenant vacates the Premises.

3. **RENT**

a. Monthly Base Rent. From and after the Commencement Date, Tenant shall pay Landlord the monthly Base Rent for the Premises as depicted in the following Tables. Base Rent shall be payable in monthly installments, in advance and without notice, commencing March 1, 2025, and on the first day of each succeeding calendar month thereafter for so long as this Lease is in effect.

Base Rent – Initial Term		
	Monthly Rent	Annual Rent
Lease Year 2025 (10 Mos.)	\$2,000.00	\$20,000.00
Lease Year 2026	\$2,040.00	\$24,480.00
Lease Year 2027	\$2,081.00	\$24,960.00
Lease Year 2028	\$2,122.00	\$25,469.00
Lease Year 2029	\$2,165.00	\$25,978.00

Base Rent – Option Term 1		
	Monthly Rent	Annual Rent
Lease Year 2030	\$2,208.00	\$26,498.00
Lease Year 2031	\$2,252.00	\$27,028.00
Lease Year 2032	\$2,297.00	\$27,568.00
Lease Year 2033	\$2,343.00	\$28,120.00
Lease Year 2034	\$2,390.00	\$28,682.00

Base Rent – Option Term 2		
	Monthly Rent	Annual Rent
Lease Year 2035	\$2,438.00	\$29,256.00
Lease Year 2036	\$2,487.00	\$29,841.00
Lease Year 2037	\$2,536.00	\$30,438.00
Lease Year 2038	\$2,587.00	\$31,047.00
Lease Year 2039	\$2,639.00	\$31,668.00

- b. Percentage Rent. In addition to the payment of Base Rent, at the end of each Lease Year for the term of this Lease, Tenant shall also pay Percentage Rent to Landlord, as follows:
- i. Calculation of Percentage Rent. The Percentage Rent shall be six percent (6%) of Tenant’s annual Gross Sales made during a Lease Year, which exceed the “natural break point” for the Lease Year, as depicted in the following Table:

Natural Break Point for Lease Year <i>(determined by dividing Annual Rent in given Lease Year by 0.06)</i>			
Lease Year 2025 (10 mos.)	\$333,333.00	Lease Year 2033	\$468,667.00
Lease Year 2026	\$408,000.00	Lease Year 2034	\$478,033.00
Lease Year 2027	\$416,000.00	Lease Year 2035	\$487,600.00
Lease Year 2028	\$424,483.00	Lease Year 2036	\$497,350.00
Lease Year 2029	\$432,967.00	Lease Year 2037	\$507,300.00
Lease Year 2030	\$441,633.00	Lease Year 2038	\$517,450.00
Lease Year 2031	\$450,467.00	Lease Year 2039	\$527,800.00
Lease Year 2032	\$459,467.00		

- ii. Payment of Percentage Rent. The Percentage Rent shall be calculated based on all Gross Sales occurring during the applicable Lease Year. The Percentage Rent due for a given Lease Year shall be paid once annually within thirty (30) days after the end of the given Lease Year.

Example Calculations of Percentage Rent:

- if the Gross Sales in Lease Year 2026 are \$350,000.00, no Percentage Rent will be due for Lease Year 2026 (because the Gross Sales for such year are less than the natural break point for the year).

➤ if the Gross Sales in Lease Year 2028 are \$450,000.00, then the Percentage Rent due for Lease Year 2028 will be $\$1,530.96 (\$450,000.00 - 424,484.00 = \$25,516 \times 6\% = \$1,530.96)$.

iii. Definition of Gross Sales. As used in this Lease, the term “Gross Sales” means the entire amount of the price charged, whether wholly or partly for cash or on credit or in exchange for goods or services, for all sales generated from Tenant’s business at the Premises (including without limitation, all food, beverage, and other merchandise sold, and all services performed, whether on or off premises, and including all take-out, delivery, and catering sales and services associated with Tenant’s business at the Premises).

iv. Exclusions from Gross Sales. The term Gross Sales shall NOT include the following amounts:

A. Any cash or credit refund in fact made on transactions that were previously included in Gross Sales, but only to the extent they were included;

B. Exchanges and transfers of merchandise between stores of Tenant, where made solely for the convenient operation of Tenant’s business and not having the effect of consummating a sale made or which would have been made at the Premises;

C. Returns to suppliers or manufacturers;

D. Sales of fixtures or equipment after their substantial use in the conduct of Tenant’s business in the Premises;

E. Interest on charge accounts or revolving credit accounts;

F. Any sales or excise taxes directly on sales from the Premises, where such taxes are both added to the selling price (or absorbed therein) and paid to the taxing authorities by Tenant (but not by any vendor of Tenant); or

G. Any sales paid by a customer’s redemption of a gift certificate, but only to the extent the sale or rental amount was previously included in Gross Sales at the time the gift certificate was purchased.

v. Statement of Gross Sales. Tenant shall furnish Landlord with a complete and accurate statement of Tenant’s Gross Sales, certified by an authorized manager, member, or officer of Tenant, on or before the 30th day after the expiration of each Lease Year. Tenant shall sign and certify each such statement as complete and accurate.

vi. Tenant’s Records. Tenant shall keep complete and accurate books of account, records and other pertinent data of the gross retail sales, credits, refunds and other pertinent business transactions made from or otherwise relating to the Premises that allow Tenant and Landlord to efficiently and accurately determine the Gross Sales for a given Lease Year (i.e., such records as would normally be required to be kept and examined by an independent accountant in examining and determining the gross sales associated with a business, including all applicable sales and use tax returns).

A. Tenant shall keep such books, records and receipts for not less than three (3) years after the close of the Lease Year to which they relate, and Tenant

shall make these items available for inspection and audit by Landlord and its representatives upon reasonable notice from Landlord. Landlord's receipt of any statement of Gross Sales or Tenant's payment of Percentage Rent for any period shall not bind Landlord as to the correctness of the statement or amount of the payment.

B. Any failure by Tenant to maintain and keep full and accurate books of account, records and other pertinent data as required under this Section shall be deemed a default and breach of this Lease.

C. Landlord's Audit Rights. If an audit by Landlord determines that there has been a deficiency in the payment of Percentage Rent, then such deficiency shall become immediately due and payable with annual interest at 12% per annum from the date said payment should have been made until paid in full. In addition, if an annual statement of Tenant is found to have understated Gross Sales by more than five percent (5%) and if Landlord is entitled to any additional Percentage Rent as a result of that understatement, then Tenant shall pay all of Landlord's reasonable costs and expenses incurred in connection with performing such audit and collecting the amounts due to Landlord. If Landlord's audit discloses that Tenant has overpaid Percentage Rent, then Landlord shall give Tenant credit against future rent due from Tenant for the balance of the overpayment, after deducting from the overpayment all reasonable expenses incurred by Landlord in conducting the audit. Landlord shall treat any information obtained from such statements, audits or inspections as confidential, and Landlord shall not disclose the information except to carry out the purposes of this Lease. However, Landlord may divulge the contents of any such statements, audits or inspections in connection with any financing arrangements involving, or assignment of Landlord's interest in, the Premises or this Lease, or in connection with any administrative or judicial proceedings in which Landlord is involved and in which such information is an issue.

c. Provisions Generally Applicable to Rent. All Base Rent and Percentage Rent shall be paid without notice, demand, set-off, or deduction, in good funds, at the address of Landlord or at such other place as Landlord may from time to time designate in writing.

4. Tenant Responsibilities

a. Operational Costs and Utilities. Tenant shall be responsible for all costs and expenses related to the operation of the business at the Premises. As of the Commencement Date, Tenant will transfer all utilities associated with the Premises to its name or account. During the term of this Lease, Tenant shall pay, when due, all utilities associated with the Premises.

b. Maintenance and Repairs. Except for the maintenance and repair obligations of Landlord described in this Lease, Tenant shall be generally responsible for the repair and maintenance of the Premises. Tenant shall maintain the interior of the Premises, including all improvements, Tenant Improvements, furniture, fixtures, and equipment, in good repair and in a clean and business-like condition. Tenant shall be responsible for the repair and maintenance of

the plumbing, heating and air conditioning, and electrical systems in a clean, safe, and operable condition. Tenant shall be responsible for the repair and maintenance of all exterior doors, door locks, windows, and paint. Tenant shall perform all necessary parking lot and grounds maintenance and snow removal from the parking lot and walkways. If Tenant fails to perform any maintenance or make any repairs, restorations or replacements required by this Lease, Landlord may (but without any obligation to do so) perform such maintenance or make such repairs, restorations or replacements at the expense of Tenant, which shall be due as additional rent upon demand by Landlord.

c. Use. Tenant shall use and occupy the Premises only as a restaurant and food service business, and for no other use whatsoever without Landlord's prior written consent, which consent may be granted, denied or conditioned in Landlord's sole and absolute discretion. At a minimum, the Restaurant shall be open from 7 a.m. to 2 p.m. 5 days per week. If practical, the Restaurant shall be open 6 or 7 days per week. Tenant may request to reduce operations based upon labor shortages and/or business levels insufficient to sustain the operation. The Tenant may open the Restaurant during other meal periods and provide catering and events (both on and off Premises). The name of the Restaurant is subject to reasonable approval of the Landlord.

d. Kitchen Grease. Tenant shall regularly and adequately clean or provide for the cleaning of all exhaust and venting systems serving the leased premises. This cleaning shall include degreasing of all hoods, fans, vents, pipes, flues, grease traps and other areas of such systems subject to grease buildup. Tenant shall not dispose of waste grease, oil or other materials which tend to cause clogging or blockage of pipes and drains (hereinafter collectively referred to as "grease") by pouring or permitting the same to flow into any drains or pipes. In the event that Tenant shall do so, Tenant shall reimburse Landlord for the entire cost of cleaning of all drains, pipes, sewers or other waste liquid disposal facilities damaged thereby plus an administrative charge equal to fifteen percent (15%) of the cost thereof. For this purpose, the term "cleaning" shall be deemed to include the replacement of all or any portion of the waste liquid disposal facilities necessitated by Tenant's improper disposal of grease.

e. Tenant's Personal Property Taxes. Tenant shall pay, when due, any and all taxes, assessments, license taxes, fees and other charges levied, assessed or imposed and which become payable during the term of this Lease upon Tenant's operations at, occupancy of the Premises, or upon Tenant's leasehold improvements, equipment, inventory, furniture, appliances, trade fixtures and any other personal property of any kind installed or located at the Premises.

f. No Hazardous Materials or Nuisance. Tenant shall not store or use hazardous materials in or on the Premises and shall not cause or permit any activities that result in excessive noise, or any trash, or odors, or intoxicated patrons, or other noxious activities as determined by Landlord in its reasonable discretion.

g. Signs and Advertising. Tenant shall not, without Landlord's prior approval, install, place, inscribe, paint, attach, and shall not permit any sign, advertisement, notice, marquee or awning on any part of the outside of the Premises. On the expiration or termination of this Lease, and at its own expense, Tenant shall remove all such permitted signs and repair any damage caused

by such removal. Tenant's obligation under this Section shall survive the expiration or termination of this Lease.

h. Compliance with Law and Applicable Regulations. Tenant shall use the Premises in a reasonable, safe, lawful and proper manner and shall not use or permit the Premises to be used for any purposes prohibited by any applicable federal, state, county or municipal law, ordinance, rule regulation or code. Tenant shall not use or permit all or any part of the Premises to be used in any immoral, illegal, lewd, objectionable or offensive manner or for any such purposes, as determined by Landlord in its sole discretion. Tenant shall neither do nor permit to be done any act or thing upon the Premises which shall or might subject Landlord to any liability or responsibility for injury to any person or persons or damage to any property, real and personal, by reason of any business or operation carried on at, from or upon the Premises.

i. Liquor License. Tenant may sell alcoholic and malt beverages from the Premises provided it obtains all necessary and required permits and licenses. If Tenant elects to sell alcoholic and malt beverages from the Premises, Tenant shall, at its sole cost and expense, obtain and keep in effect during the term of this Lease, all licenses and permits related to the sale of alcoholic and malt beverages and the permitted uses of the Premises as may be required by applicable laws for such sale. The approval by the applicable licensing authority thereof shall not be a condition to any of Tenant's obligations under this Lease. Landlord shall provide any reasonable assistance required for Tenant to obtain such license for the Premises.

5. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant's paying the Base Rent and applicable Percentage Rent, and observing and performing all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Landlord shall not disturb Tenant's peaceable and quiet enjoyment of the Premises.

6. Landlord's Right of Entry. Notwithstanding the foregoing, Landlord and its agents shall have the right to enter the Premises during normal business hours after reasonable advance notice to Tenant by telephone or otherwise (except that no advance notice will be required in emergency circumstances), to examine the Premises, to show the Premises to prospective purchasers, mortgagees, or lessees, and to make and perform such cleaning, maintenance, repairs, alterations, improvements or additions as Landlord may be required to perform under this Lease or as Landlord may deem necessary or desirable for the safety, improvement or preservation of the Premises, or to perform any of Tenant's obligations under this Lease which Tenant has defaulted in the performance of.

7. Tenant Improvements and Alterations.

a. Condition and Tenant Responsibility. Tenant acknowledges and accepts that the Premises are being delivered to Tenant on the Commencement Date in its existing "AS IS" condition, and that Tenant is fully responsible for all improvements to the Premises, including, without limitation, architectural, design, engineering, and construction work, as well as all associated equipment, furniture and fixtures installed on the Premises (collectively the "Tenant Improvements"), and all costs of approvals, permits and inspections related thereto. All Tenant

Improvements shall be constructed and installed, and all work related to same, shall be performed in accordance with the approved plans, and completed in a good and workman like fashion and in accordance with all applicable laws, rules, regulations, ordinances, and codes.

b. Landlord Consent Required. Tenant shall make no alterations, additions or Tenant Improvements in or to the Premises without Landlord's prior written consent, which may be granted or denied in Landlord's reasonable discretion. Tenant understands that Landlord's consent will be conditioned upon compliance with Landlord's requirements in effect at the time permission is requested, which requirements will include, but not be limited to proposed construction and finishes, Landlord's approval of plans, specifications, and contractors, the anticipated duration of this Lease, and compliance with all applicable laws and attainment of all necessary approvals, permits and inspections.

c. Disposition of Improvements. Any and all Tenant Improvements now or in the future situated in or upon the Premises constructed by and at the sole expense of Tenant shall, at the expiration of the term, be and become a part of the Premises and surrendered to Landlord as part of the Premises. Notwithstanding the foregoing provisions of this Section, if Tenant fully performs all of its obligations under this Lease for the full term (and any Option Period(s), if the Term of the Lease is so extended), at the end of the term or any exercised Option Term, any furniture, fixtures and equipment that are moveable and not attached to the Premises shall be retained and may be removed from the Premises by Tenant.

d. Tenant Improvement Reimbursement. Upon the execution of this Lease, Landlord shall make a one-time payment to Tenant in the amount of Five Thousand Dollars (\$5,000.00) as a contribution to Tenant's improvements to the Premises.

8. Landlord Maintenance and Repairs. Landlord shall be responsible for all costs and expenses associated with the maintenance and repair of the roof, foundation, and structure of the Premises, except for any damage caused by Tenant or Tenant's agents.

9. No Liens or Encumbrances.
a. No Liens. Tenant covenants and agrees not to permit, and to cause to be timely removed and released, any lien on the Premises resulting from the construction, alteration, improvement, addition to or repair of the Premises by, through, or under Tenant.

b. No Other Encumbrances. Tenant covenants and agrees not to obtain any financing secured by Tenant's interest in the Premises and not to encumber the Premises or the interest of Landlord or Tenant in the Premises without the prior written consent of Landlord, and to keep the Premises free from all other encumbrances except liens and encumbrances existing on the Commencement Date or liens and encumbrances created by Landlord.

10. Damage or Destruction of Premises. In the event of a partial destruction in the Premises during the term caused by fire or other casualty, Landlord shall forthwith repair and restore the same, provided the repairs can be made within ninety (90) days, are approved by applicable governmental authorities, and are economically feasible in Landlord's reasonable discretion. Any partial destruction shall not annul or void this Lease, except that Tenant shall be entitled to a

proportionate reduction of Base Rent while the repairs are being made based on the extent to which the damage or making the repairs shall interfere with the Tenant's business at the Premises. In the event that Landlord does not elect to make repairs or that such repairs cannot be made within the specified time, this Lease may be terminated at the option of either party. If the Premises are completely destroyed, this Lease shall terminate.

11. **INSURANCE.**

a. Landlord's Insurance. During the term of this Lease, Landlord shall maintain in effect, at Landlord's cost, fire and hazard "all risk" insurance covering the full replacement cost of the building on the Premises, subject to commercially reasonable deductibles, in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" policies carried by landlords of comparable buildings in the vicinity of the Premises. Landlord may also procure and maintain such other insurance policies as it may, from time to time, deem proper and appropriate in reference to the Premises. Any insurance policy maintained by Landlord shall not be required to cover any of Tenant's furniture, fixtures, equipment, Tenant Improvements and personal property within the Premises and Tenant shall have no interest in any of the proceeds of such Landlord's Insurance. Landlord does not maintain flood insurance for the building on the Premises.

b. Tenant's Insurance. Tenant covenants and agrees to obtain on or before the Commencement Date and to keep in full force and effect during the term of this Lease:

i. Liability Insurance. Comprehensive commercial general liability insurance with respect to the business carried on, in or from the Premises and the use and occupancy thereof, including the sale of liquor, with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering bodily injury, death and damage to property of others with endorsements for liability with respect to claims against which Tenant has agreed to indemnify Landlord, as required below, and applicable endorsements / riders covering the sale and consumption of alcohol on the Premises. Tenant's commercial general liability policy, shall name Landlord as an additional insured. Tenant's commercial general liability policy shall provide a waiver of subrogation in favor of Landlord.

ii. Tenant Property and Tenant Improvements. Tenant shall obtain property insurance, covering Tenant's furniture, fixtures, equipment, Tenant Improvements and personal property on the Premises, under which Tenant is named as the insured, and any other insurance which Tenant deems desirable, or for which Tenant would otherwise look to Landlord for coverage, in the form and amount which Tenant deems necessary for this purpose.

iii. Other Tenant Insurance. Tenant may also procure and maintain such other insurance policies as it may, from time to time, deem proper and appropriate in reference to the Premises (e.g. business interruption insurance).

iv. General Requirements. Except as otherwise approved in writing by Landlord, all insurance obtained by Tenant shall be on forms and with insurers selected or

approved by Landlord, which approval shall not be unreasonably withheld; shall be carried on an occurrence basis (for property insurance) and on a claims made basis (for liability insurance); shall name Landlord as an additional insured; shall be written as primary policies, not contributing with and not in addition to coverage that Landlord may carry; and shall provide, by certificate of insurance or otherwise, that the insurance coverage shall not be cancelled or altered except upon forty-five (45) days' prior written notice to Landlord, or upon at least ten (10) days' such notice for non-payment of premium.

v. Evidence of Insurance. Tenant shall obtain and file with Landlord annually certificates of insurance, the declaration page and a copy of the applicable policy or binder in effect evidencing the insurance coverage required above, and shall deliver such certificates to Landlord on or before the date Tenant commences occupation of the Premises, and from time to time thereafter as may be reasonably required by Landlord to establish Tenant's insurance coverage.

vi. Cooperation in the Event of Loss. Landlord and Tenant shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

c. Waiver and Release. Tenant releases and waives its rights against Landlord and its respective authorized representatives from any claims for damage to the Premises and the furniture, fixtures, equipment, Tenant Improvements and personal property in or on the Premises that are caused by or result from risks insured against, or required to be insured against, under this Lease. Landlord shall not be liable to Tenant for any damage caused by fire or water or any of the risks insured against, or required to be insured against, under any insurance policy required by this Lease.

12. WAIVER AND IDEMNIFICATION.

a. Property Loss. All furniture, fixtures, equipment, Tenant Improvements, and personal property belonging to Tenant or Tenant's guests, invitees, employees, agents or any other person or entity that is in or on any part of the Premises shall be there at the risk of Tenant or of such other person only, and Landlord shall not be liable for any damage to that property or for the theft of misappropriation of the property.

b. Acts or Omissions of Others. Landlord shall not be responsible or liable to Tenant or Tenant's guests, invitees, employees, agents or any other person or entity, for any loss or damage that may be caused by the acts or omissions of the Tenant or Tenant's guests, invitees, employees, customers, agents or any other person or entity, or for any loss or damage caused or resulting from the bursting, stoppage, backing up or leaking of water, gas, electricity or sewers or caused in any other manner whatsoever, unless such loss or damage is caused by or results from the negligent acts of Landlord, its agents or contractors.

c. Waiver. Tenant hereby waives all claims against Landlord (and its respective agents, managers, members, officers, and directors) for any injury, illness, or death to any person, and any damages to any furniture, fixture, equipment, Tenant Improvements, and personal property belonging to Tenant or Tenant's guests, invitees, employees, customers, agents or any other person or entity that is in or on any part of the Premises, that, in any way arises from Tenant's use and

occupancy of the Premises, except for such claims that may arise by virtue of the negligent acts of Landlord (and its respective agents, managers, members, officers, and directors).

d. Indemnity. Tenant shall indemnify, hold harmless and defend Landlord (and its respective agents, managers, members, officers, and directors) from any and all claims or damages of any kind or nature in any way arising from Tenant's use and occupancy of the Premises, including any injury or illness to any person, the death of any person, and damage to any person's property, except for such claims that may arise by virtue of the gross negligence of Landlord (and its respective agents, managers, members, officers, and directors). Tenant defense obligation with respect to foregoing shall include, without limitation, any reasonable attorneys' fees and costs incurred by such party in the matter defended. Tenant shall also pay, satisfy, and discharge any liens, judgments, orders and decrees which be recovered against any such party in connection with the foregoing.

13. Security Deposit. Tenant shall pay a security deposit of \$5,000.00 to Landlord within ten (10) days after mutual execution of this Lease (the "Security Deposit"). The Security Deposit shall be held by Landlord, without responsibility for payment of interest thereon, as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease, including payment of all sums due under this Lease. Deductions may be made by Landlord from the Security Deposit for any sums due and delinquent under this Lease and/or for any sum used in any manner to cure any default of Tenant under the terms of this Lease. In the event deductions are so made, Tenant shall, within thirty (30) days of written notice from Landlord, re-deposit with Landlord such amounts so expended by Landlord so as to maintain the Security Deposit in the amount of \$5,000.00, and failure by Tenant to re-deposit such requested funds shall be deemed a failure to pay rent under the terms hereof. Nothing herein contained shall limit the liability of Tenant as to any damage to the Premises, and Tenant shall be responsible for the total amount of any damage and/or loss occasioned by actions of Tenant or Tenant's guests, invitees, employees, agents. Landlord may deliver the funds deposited hereunder by Tenant to any purchaser or successor of Landlord's interest in the Leased Premises in the event such interest shall be sold or change, and thereupon Landlord shall be discharged from any further liability with respect to such deposit. If at the expiration of this Lease, the Premises are satisfactorily clean and otherwise in the condition required under this Lease, the Security Deposit will be refunded in whole or in part within 30 days following Tenant's vacation of the Premises. Within such thirty (30) days, Landlord will furnish a statement detailing the reasons for the retention of any portion of the Security Deposit, which, with any remaining portion of the Security Deposit, will be mailed to Tenant.

14. DEFAULT. The occurrence or existence of any one or more of the following events or circumstances, at the reasonable option of Landlord, shall constitute a default under this Lease by Tenant:

a. Failure in Payment. Tenant fails to pay, when due, any installment of Base Rent or Percentage Rent, or Tenant fails to pay, when due, any other sum or amount Tenant is required or obligated to pay under this Lease and such failure continues for fifteen (15) after the date when due;

b. Failure in Performance. The neglect or failure by Tenant to perform or observe any covenant on Tenant's part to be performed or observed under this Lease and any such default shall continue for a period of thirty (30) days after written notice from Landlord;

c. Vacating or Abandonment. Tenant vacates or abandons the Premises (which shall be defined to include, but not limited to, any absence by Tenant from the Premises for seven (7) or more days without notice to Landlord);

d. Cessation of Operations. Tenant's cessation of its business operations in the Premises; or

e. Insolvency Filing or Adjudication. Tenant admits in writing its inability to pay its debts generally as they become due; Tenant makes an assignment of all or a substantial part of its property for the benefit of its creditors, Tenant's leasehold interest under this Lease shall be levied upon by execution or seized by virtue of any writ of any court of law; application is made for the appointment of a receiver for the business or property of Tenant; or, if a petition in bankruptcy shall be filed by or against Tenant (and such action is not set aside or stayed within 45 days of entry).

15. LANDLORD'S REMEDIES.

a. Remedies. If Tenant shall default under this Lease, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether set forth in this Lease or existing at law or equity:

i. Termination. Landlord shall have the right to terminate this Lease upon Tenant's commission of a default and failure to cure such default as provided herein, which termination right shall be exercised by Landlord giving Tenant notice in writing at any time. If Landlord gives notice of termination, this Lease and the right, title and interest of Tenant under this Lease shall terminate in the same manner and with the same force and effect (except as to Tenant's liability) on the date specified in such notice as if such date were the expiration date of the term without necessity of re-entry or any other act on Landlord's part. Upon any termination of this Lease Tenant shall quit and surrender to Landlord the Premises in the condition required under this Lease. If this Lease is terminated, Tenant shall remain liable to Landlord for all Base Rent, prorated Percentage Rent (to the date of termination), and damages which may be due or become due or sustained by Landlord, and all reasonable costs, fees and expenses including, but not limited to attorneys' fees, court costs and expenses, incurred by Landlord in pursuit of its remedies under this Lease. Tenant's covenants and representations shall survive termination of this Lease including but not limited to indemnities against mechanic liens, violations of any rules, codes, ordinances or laws, and costs associated with Tenant's surrender of the Premises. Landlord may pay attorney retainers and fees to enforce the provisions of this Lease from the Security Deposit held under this Lease. If this Lease is terminated, Landlord shall use due diligence to relet the Premises, for such term or terms (which may be greater of less than the period which otherwise would have constituted the balance of the term of the Lease) and on such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its reasonable discretion, may determine. Tenant shall remain liable for the difference, if any, between Tenant's Base Rent and the rent obtained by Landlord upon reletting the Premises.

ii. Payment for the Account of Tenant. If Tenant shall default in making any payment required to be made by Tenant (other than payments of rent) or shall default in performing any other obligations of Tenant under this Lease, Landlord may, but shall not, be obligated to, make such payment or, on behalf of Tenant, expend such sum as may be

reasonably necessary to perform such obligation. Tenant shall repay to Landlord on demand all sums so expended by Landlord with interest at the rate of twelve percent (12%) per annum on all unpaid amounts compounded annually. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default, nor shall it affect any other remedy of Landlord by reason of such default.

iii. Default Interest. If Tenant shall default in making payment of rent, or other sum due under this Lease, Landlord shall charge and Tenant shall pay upon demand interest at the rate of 12% per annum on the amount due compounded annually and accruing from the date such sum is due until paid.

iv. Mitigation of Damages. Landlord shall use due diligence and shall be required to reasonably mitigate its damages; however, Landlord shall not be required to lease to any party whose business is reasonably unacceptable to Landlord.

b. Costs and Attorney's Fees. In the event Landlord expends any costs, expenses or attorney fees in connection with collecting any amounts due under this Lease, or enforcing this Lease, or involving any legal action between Landlord and Tenant arising out of this Lease, Tenant shall reimburse Landlord any such amounts, as additional rent, immediately upon request. In the event of any legal proceedings arising under this Lease, the prevailing party shall be awarded its reasonable attorneys' fees and costs. The Parties hereby waive trial by jury in any action, proceeding, or permissive counterclaim involving any matters arising out of or in any way connected to this Lease.

16. **End of Term.** Upon the expiration or earlier termination or upon default of this Lease, or on the date specified in any demand for possession by Landlord after any default by Tenant, Tenant covenants and agrees to surrender possession of the Premises to Landlord, in the condition required by this Lease.

17. **No Holding Over.** No hold-over tenancy shall not be permitted. Until Landlord is restored to lawful possession of the Premises, Tenant shall be bound by all terms and provisions of this Lease. Nothing contained herein shall be construed to give Tenant the right to hold over at any time, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises, as well as any damage incurred by the Landlord, due to Tenant's failure to vacate the Premises and deliver possession to Landlord as provided in this Lease. In the event Tenant shall hold over after the expiration of the term, without written agreement consenting to the same or otherwise extending or modifying the term, Tenant agrees to pay monthly holdover payments equal to double the amount of the Base Rent due during the month prior to the Tenant's unauthorized hold over. Such payment is not to be construed as rent, rather the same is intended and agreed by Tenant to be a reasonable estimation of Landlord's damages and is intended to compensate Landlord fairly as liquidated damages for the costs, which are difficult to measure precisely at this time and which Landlord will incur due to Tenant's failure to timely surrender the Premises according to the Lease Term.

18. Assignment and Subletting.

a. Tenant's Rights. Tenant shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord. Any assignment or sublease which has not been consented to by Landlord shall be void and all costs related thereto shall be the responsibility of Tenant. No assignment or sublease shall release Tenant of any of its obligations under this Lease or be construed or taken as a waiver of any of Landlord's rights or remedies hereunder. All such assignments and subleases consented to by Landlord shall be made subject to all of the terms and conditions of this Lease.

b. Landlord's Rights. Landlord reserves the right to freely assign its right, title, and interest under this Lease to such person(s) or entity as it chooses. Any such assignment shall not diminish or adversely affect the rights of the Tenant under the terms of this Lease.

19. No Representations By Landlord: Entire Agreement. Landlord and Landlord's agents have made no representations, warranties, agreements or promises with respect to the Premises, including but not limited to design, liability, fitness for a particular use of purpose, or use. The entire contract of the parties is contained in this Lease (including the exhibits to it), and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between them, other than as are set forth in this Lease.

20. Notices Notice. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient, (b) when sent by electronic mail, on the date of transmission to such recipient, or (c) when deposited in the United States mail, postage prepaid, addressed to the intended recipient. Any notice to Landlord or Tenant shall be given at the contact information provided herein above. Any party may change its contact information for notices under this Lease by giving written notice to the other party, specifying that the purpose of the notice is to change the party's contact information.

21. Miscellaneous.

a. No Recording. Tenant shall not record this Lease or any memorandum of it in any public records without Landlord's prior written consent, and any violation of this covenant by Tenant shall be a default subject to all remedies of Landlord under this Lease.

b. Severability. If any provision of this Lease shall prove to be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

c. Time and Modification. Time is of the essence in this Lease. Any addendums, amendments, or modifications to this Lease shall be in writing and shall be signed by both Parties.

d. Captions. The captions and headings of the sections of this Lease are for convenience only and are not to be used to interpret or define the provisions hereof.

e. Binding Effect. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and subject to the terms of this Lease above, their assigns.

f. Incorporation by Reference. The Primary Information and Definitions Section of this Lease and the Exhibits to this Lease are integrated in, and fully incorporated in this Lease. The capitalized terms in this Lease correspond to the definitions and dates ascribed to them in the Primary Information and Definitions Section and elsewhere in this Lease.

g. Governing Law. This Lease shall be governed by the laws of Wyoming, and any action arising herefrom shall be deemed within the exclusive jurisdiction of, and properly venued in, the District Court, Second Judicial District, Carbon County, Wyoming, or in the Circuit Court of Carbon County, Wyoming.

h. Electronic and Counterpart Signatures. Electronic or scanned signatures and documents shall be considered acceptable and binding for all purposes under this Lease. This Lease may be executed in multiple copies, all of which together shall constitute the entire agreement.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LANDLORD:

VEE, LLC, a Wyoming close limited liability company

By: 
Kathleen Martin, Manager

By: 
Kelly J. Christman, Manager

TENANT:


Daniel Burau

NEW OR TRANSFER
LIQUOR LICENSE OR
PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Mgr:		/	/

To be completed by City / Town / County Clerk				Local License #: _____			
License Fees		Annual Fee: \$ <u>1500</u> ∞		Date filed with clerk: <u>4</u> / <u>11</u> / <u>2025</u>			
Prorated Fee: \$ _____		Transfer Fee: \$ _____		Publishing Fee: \$ _____		Public Hearing Date: <u>5</u> / <u>6</u> / <u>2025</u>	
Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>		License Term: <u>4</u> / <u>11</u> / <u>2025</u> Through <u>12</u> / <u>31</u> / <u>2025</u>		Advertising Dates: (2 Consecutive Weeks Prior to Hearing) <u>4/24/2025</u> & <u>5/1/2025</u>			
Licensing Authority: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.							
Applicant (Business Name): Hen & Harvest, LLC							
Doing Business As (DBA) / Trade Name: _____							
Building to be licensed / Building Address: _____							
Local Mailing Address: _____							
PO Box 646							
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)							
Saratoga, WY 82331 Carbon							
City State Zip County							
Local Business Telephone Number: 303-641-2329				Fax Number: _____			
Business E-Mail Address: danny.burau@gmail.com							
Business Primary Contact: Daniel Burau							
First Name Last Name							
FILING FOR		FILING IN (CHOOSE ONLY ONE)		FILING AS (CHOOSE ONLY ONE)			
<input checked="" type="checkbox"/> NEW LICENSE		<input checked="" type="checkbox"/> CITY / TOWN OF: Saratoga		<input type="checkbox"/> INDIVIDUAL			
<input type="checkbox"/> TRANSFER OF LOCATION		<input type="checkbox"/> COUNTY OF: _____		<input type="checkbox"/> PARTNERSHIP			
<input type="checkbox"/> TRANSFER OF OWNERSHIP				<input checked="" type="checkbox"/> LP <input type="checkbox"/> LLP <input type="checkbox"/> LLLP			
<input type="checkbox"/> ASSIGNMENT LETTER MUST BE ATTACHED				<input type="checkbox"/> CORPORATION (INC)			
FORMERLY HELD BY: _____				<input type="checkbox"/> POLITICAL SUBDIVISION			
				<input type="checkbox"/> ORGANIZATION			
				<input type="checkbox"/> OTHER _____			
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)							
<input type="checkbox"/> RETAIL LIQUOR LICENSE		<input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE		<input type="checkbox"/> MICROBREWERY PERMIT			
PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)		<input type="checkbox"/> BAR AND GRILL LIQUOR LICENSE		<input type="checkbox"/> WINERY PERMIT			
<input type="checkbox"/> ON-PREMISE BAR		<input type="checkbox"/> RESORT LIQUOR LICENSE		<input type="checkbox"/> MANUFACTURER SATELLITE PERMIT			
<input type="checkbox"/> OFF-PREMISE PACKAGE STORE		LIMITED RETAIL LIQUOR LICENSE (CLUB)		<input type="checkbox"/> WINERY SATELLITE PERMIT			
<input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE		<input type="checkbox"/> VETERANS CLUB		<input type="checkbox"/> COUNTY MALT BEVERAGE PERMIT			
		<input type="checkbox"/> FRATERNAL CLUB		<input type="checkbox"/> SPECIAL MALT BEVERAGE PERMIT			
		<input type="checkbox"/> GOLF CLUB					
		<input type="checkbox"/> SOCIAL CLUB					
SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)							
<input type="checkbox"/> COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))		<input type="checkbox"/> RESORT (W.S. 12-4-401(iv) / 12-5-201(f))					
<input type="checkbox"/> GOLF CLUB (W.S. 12-5-201(f))		<input type="checkbox"/> GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))					
<input type="checkbox"/> GUEST RANCH (W.S. 12-5-201(f))		Other: _____					
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))							
<input checked="" type="checkbox"/> FULL TIME		MONTHS OF OPERATION from _____ to _____		<input checked="" type="checkbox"/> All Year (Jan-Dec)			
<input type="checkbox"/> SEASONAL		DAYS OF WEEK OF OPERATION from _____ to _____		<input checked="" type="checkbox"/> Every Day (Mon-Sun)			
<input type="checkbox"/> NON-OPERATIONAL / PARKED		HOURS OF OPERATION from _____ 6:00 am to _____ 2:00 pm		<input type="checkbox"/> 24 Hours a Day			

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building.

☐ YES (own)
- (b) The Applicant **LEASES** the licensed building.

☒ YES (lease)

If the building is leased, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page 1 paragraph Box 7.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

(ii) **Sales** provision for alcoholic or malt beverages; located, on page 7 paragraph i.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and asset total or partial control of the license or permit or the licensed building?

☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403 -

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for?

☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business?

☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO
- (d) If the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted?

☐ YES ☐ NO
1. If **YES**, is a copy of the food and beverage contract or lease attached?

☐ YES ☐ NO

6. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached? ☒ YES ☐ NO

7. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)

☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)

☐ YES ☐ NO
1. If **YES** to (e), is a copy of the food and beverage contract or lease attached?

☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

- (a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler?

☐ YES ☐ NO

If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Is a true copy of the club bylaws attached to this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) ☐ YES ☐ NO

13. Applicant is Filing As Individual, Partnership, Political Subdivision, Organization or Other:

W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Partnership or Limited Partnership: **W.S. 12-4-102(a)(iv) & (v)**

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Daniel Burau	1/12/82	221 W Walnut Ave Saratoga, WY 82331	307-326-3220	Less than one	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☐ If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).
- ☒ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☒ Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers. W.S. 12-4-102(b)


Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) SS.

COUNTY OF Carbon)

Signed and sworn to before me on this 1 day of May, 2025, that the facts alleged in the foregoing instrument are true by the following:

- 1)  (Signature)

Daniel Burau (Printed Name)

Sole Member (Title)
- 2) _____ (Signature)

_____ (Printed Name)

_____ (Title)
- 3) _____ (Signature)

_____ (Printed Name)

_____ (Title)
- 4) _____ (Signature)

_____ (Printed Name)

_____ (Title)
- 5) _____ (Signature)

_____ (Printed Name)

_____ (Title)

Witness my hand and official seal:

 Signature of Notary Public

(SEAL)

JENNIFER ANDERSON
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 167201
MY COMMISSION EXPIRES: 6/17/2028

My commission expires: 6/17/2028