

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:	C4964		
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Mgr:		/	/

To be completed by City / Town / County Clerk

License Fees

Annual Fee: \$ 1000.00
 Prorated Fee: \$ _____
 Transfer Fee: \$ _____
 Publishing Fee: \$ 15.00

Local License #: 5
 Date filed with clerk: 01 / 23 / 2024
 Advertising Dates: (2 Consecutive Weeks Prior to Hearing)
02/07/2024 & 02/14/2024
 Public Hearing Date: 02 / 26 / 2024

Publishing Fee Direct Billed to Applicant:

License Term: 4/1/2024 Through 3/31/2025
 Month Day Year Month Day Year

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): ROUND ROCK ENTERTAINMENT LLC

Doing Business As (DBA) / Trade Name: LABONTE BAR

Building to be licensed / Building Address: 206 WALNUT
DOUGLAS, WY 82633 CONVERSE

Local Mailing Address: 624 GRANT ST
DOUGLAS, WY 82633

Local Business Telephone Number: (307) 358-8417 Fax Number: (307) 358-3749

Business E-Mail Address: macey.r.moore@gmail.com

Business Primary Contact: Macey Moore
 First Name Last Name

FILING IN: CITY OF DOUGLAS **FILING AS:** LIMITED LIABILITY COMPANY (LLC)

TYPE OF LICENSE OR PERMIT: RETAIL LIQUOR LICENSE

RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)

ON-PREMISE BAR | OFF-PREMISE PACKAGE STORE | ON & OFF PREMISE BAR & PACKAGE STORE

SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)

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)))

FULL TIME MONTHS OF OPERATION from _____ to _____ All Year (Jan-Dec)
 SEASONAL DAYS OF WEEK OF OPERATION: from _____ to _____ Every Day (Mon-Sun)
 NON-OPERATIONAL / PARKED HOURS OF OPERATION from 8am to 2am 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)
- (c) The Lease is current and on file with the licensing authority and Liquor Division. YES NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page _____ paragraph _____.

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 _____ paragraph _____.

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 assert 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 to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? YES NO
 - 2. If NO to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

(a) Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales:	\$ _____	(_____)%
(Line 2) Food Sales:	\$ _____	(_____)%
(Line 1 + Line 2 must = Line 3)	(Line 3) Gross Sales:	\$ _____ (_____)%

(b) Is a copy of the valid food service permit or the approved permit application attached? YES NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

(a) Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales:	\$ _____	(_____)%
(Line 2) Food Sales:	\$ _____	(_____)%
(Line 3) Entertainment Sales:	\$ _____	(_____)%
(Line 1 + Line 2 + Line 3 must = Line 4)	(Line 4) Gross Sales:	\$ _____ (_____)%

(b) Is a copy of the valid food service permit or the approved permit application attached? YES NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? (W.S. 12-1-101(a)(xix)) YES NO
 - (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) YES NO
- If YES, a wholesale malt beverage license from the Liquor Division will be required.

9. 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 current food and beverage contract on file with the licensing authority and Liquor Division? YES NO
 - 2. If NO to (e) (1.), please attach a copy of the current contract.

10. 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?
(b) Has the fraternal organization been actively in existence for at least twenty (20) years?

11. 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?
(b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary?

12. 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?
(b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse?
(c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course?
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e)
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division?
3. If NO to (c) (1.), please attach a copy of the current contract.

13. 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?
(b) Is the social club incorporated and operating solely as a nonprofit organization under the laws of this state?
(c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service?
(d) Has the club been in continuous operation for a period of not less than one (1) year?
(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?
(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?
(g) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division?
1. If NO to (g), please attach a current copy the club bylaws.
(h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached?

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

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

Table with 7 columns: True and Correct Name, Date of Birth, Residence Address (No. & Street, City, State & Zip), 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? Rows include Macey Moore and Keith Moore.

Lease Agreement, Renewal

In Reference to Lease Agreement made as of November 29, 2018 between Round Rock Ventures, LLC ("Lessor") and Round Rock Entertainment, LLC ("Lessee").

- 1) Section Two: Term. Lessee and Lessor have agreed to extend the lease for one (1) additional term of five (5) years. The Lease term will be extended from January 1, 2023 until December 31, 2028.

All other terms and provision of the lease will remain in effect and unchanged.

IN WITNESS THEREOF, the Lessor and Lessee have respectively signed and sealed this lease agreement as of the day and year first written above.

Lessor: Round Rock Ventures, LLC.

By: *Macey Moore*

Macey Moore

Date: 12/15/21

Lessee: Round Rock Entertainment, LLC

By: *Keith Moore*

Keith Moore

Date: 12/15/21

Lease Agreement, Addendum

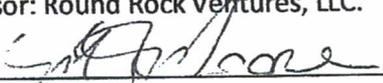
In Reference to Lease Agreement made as of November 29, 2018 between Round Rock Ventures, LLC ("Lessor") and Round Rock Entertainment, LLC ("Lessee").

- 1) Lessee and Lessor have agreed to expand the space under lease to the lessee. The term will run congruent with the existing lease and subsequent lease renewal(s). The Lease shall be amended to include the spaces as described (Eastern 80' by 30') as well as the space known as "The Yard" in the Southern Center section of the building and the Western 80' by 30' of the main building.

All other terms and provision of the lease will remain in effect and unchanged.

IN WITNESS THEREOF, the Lessor and Lessee have respectively signed and sealed this lease agreement as of the day and year first written above.

Lessor: Round Rock Ventures, LLC.

By: 

Marenj Moore

Date: 12/16/2020

Lessee: Round Rock Entertainment, LLC

By: 

Keith Moore

Date: 12/16/2020

11. **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby described in as good stat and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excluded.
12. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or in any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of the Lessor, shall terminate and be forfeited.

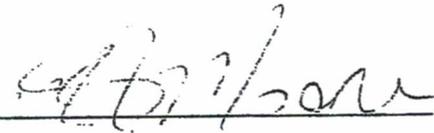
In Witness Whereof, The parties have executed this lease as written above.

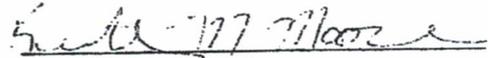
Round Rock Ventures, LLC

Round Rock Entertainment, LLC

Lessor

Lessee





Commercial Lease Agreement

By This Lease Agreement made and entered into on November 29, 2018.

Between Round Rock Ventures, LLC herein after referred to as Lessor, and Round Rock Entertainment, LLC herein after referred to as Lessee.

Lessor leases to Lessee the premises situated at 206 Walnut Street, in the City of Douglas, Count of Converse, State of Wyoming, and more particularly described as: The eastern 80' by 30' of the main floor of the Hotel LaBonte.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the described premises the sum of \$10 and good and valuable consideration.
2. **Term.** Lease shall be in effect from January 1, 2019 through December 31, 2023.
3. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peaceful and quietly have, hold, and enjoy the described premises for the agreed term.
4. **Use of Premise.** The premise shall be used and occupied by the Lessee exclusively as the LaBonte Bar for the purpose of selling wine, beer and liquor in accordance with local and State laws.
5. **Condition of Premises.** Lessee stipulates that it has examined the described premises and that they are in good order and repair.
6. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession of license to use the premises or any part thereof.
7. **Alteration and Improvements.** Lessee shall make no alterations to the described premises or make any improvements without prior written consent of Lessor.
8. **Damage to Premises.** If the premises, or any part thereof, shall be partially damaged by fire of other casualty not due to Lessee's negligence or willful act or that of its employees, agent, visitor, or customer the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which the leased premises may have been un-tenantable.
9. **Right of Inspections.** Lessor and its agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the described premises for the purpose of inspecting the premises.
10. **Holdover by Lessee.** Should Lessee remain in possession of the describes premises with the consent of the Lessor after the natural expiration of this lease as a new month to month tenancy shall be created between Lessor and Lessee which shall be subjected to all terms and condition hereof but shall be terminated on 30 days written notice served by either Lessor or Lessee on the other party.

