



# TOWN OF JACKSON

## TOWN COUNCIL

### AGENDA DOCUMENTATION

**PREPARATION DATE:** May 29, 2018

**MEETING DATE:** June 4, 2018

**SUBMITTING DEPARTMENT:** Town Clerk

**DEPARTMENT DIRECTOR:** Roxanne DeVries Robinson

**PRESENTER:** Sandy Birdyshaw, Town Clerk

**SUBJECT:** Public Hearing for a new Restaurant Liquor License and a dual Microbrewery Permit:  
Get Loose, LLC d/b/a Roadhouse Brewing Co Pub & Eatery

#### PURPOSE STATEMENT

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

#### BACKGROUND/ALTERNATIVES

The applicant, Get Loose LLC d/b/a Roadhouse Brewing Co Pub & Eatery, has applied for a new restaurant liquor license with a dual microbrewery permit to be located at 20 East Broadway. This location was previously occupied by Town Square Tavern. The remodel is currently in process, and Roadhouse plans to open in late June or July 2018. These applications include the request for the Council to approve the serving alcohol and malt beverages on the second floor deck, as it is an immediately adjacent enclosed area.

This application has been distributed to the Wyoming Liquor Division, Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office

The following is an excerpt from Wyoming State Statutes 12-4-104 (b) regarding the issuance of a liquor license: *A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:*

- (i) *The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
- (ii) *The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) *The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) *The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

Per the current Wyoming State Statute 12-4-103(a) the applicant has up to one year to become operational:

- (iv) *Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be*

*operational in a planned but not physically functional building within one (1) year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one (1) year after license issuance or transfer and remain operational thereafter. Upon a showing of good cause by the licensee and for an additional period of not to exceed one (1) year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational or open for business pursuant to this paragraph..*

The Local Licensing Authority may approve serving in an outside area per W.S. 15-5-201(a): *Except as otherwise provided in this section, the principal place in which alcoholic liquor and malt beverages are sold under a license shall be located in the licensed building for which the license is issued and as approved by the licensing authority. Alcoholic beverages may be served only in the licensed building and in an immediately adjacent fenced or enclosed area as approved by the local licensing authority. This adjacent area shall not be in another building.*

### ATTACHMENTS

- 1) Restaurant liquor license application
- 2) Microbrewery liquor license application

### FISCAL IMPACT

Issuance of this license would result in the collection of \$1250 for prorated application fees this year and \$1500 for renewal fees in April 2019. No fee is required for the microbrewery permit as it will be held as a 'dual' permit per W.S. 12-4-412(b)(viii).

### STAFF IMPACT

Impact to staff is within normal duties of reviewing and processing a liquor application, placing required legal notices, and internal communications. Upon Council approval, a license certificate would be issued after any conditions or restrictions are satisfied.

### LEGAL REVIEW

Complete.

### RECOMMENDATION

Staff does not recommend denial or approval. The Town Council has many options, some of which are listed below:

1. Approve the dual license applications with these suggested conditions:
  - 1) Prior to commencing microbrewery operations and alcohol and malt beverage sales, the applicant shall have complied with all Town of Jackson Building Codes, Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
  - 2) Prior to license issuance, the applicant shall pass a dispensing-room inspection conducted by the Town Clerk.
  - 3) Any additional minor corrections deemed necessary by staff or the Wyoming Liquor Division.
  - 4) All sales of other malt beverages for on-premises consumption must be obtained through a licensed wholesale malt beverage distributor.
2. Deny the applications.
3. Discuss and postpone action to the next regular meeting
4. Other.

### SUGGESTED MOTION

While staff does not recommend approval or denial of the application, suggested motions are generally stated in the affirmative:

I move to approve the issuance of a restaurant liquor license and a dual microbrewery permit to Get Loose LLC d/b/a Roadhouse Brewing Co Pub & Eatery for the remaining license year ending March 31, 2019, subject to the conditions and restrictions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that all conditions of approval have been met within the timeframe set forth in current Wyoming Statute 12-4-103(a)(iv).

# NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

## FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

Chief:

**To be completed by Town Clerk**

License Fees Annual Fee: \$ 1500.00  
 # mths 10 Prorated Fee: \$ 1250.00  
 Transfer Fee: \$ \_\_\_\_\_  
 Publishing Fee: \$ 100.00

Local License # \_\_\_\_\_

Complete 5-14-18

Date filed with clerk: 5/8/2018Advertising Dates: (2 Weeks) 5/14/23 & 5/23/30**Hearing Date:**6/14/2018

License Term: 6 / 4 / 2018 through 3 / 31 / 2019  
 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: Get Loose, LLCTrade/Business Name (dba): Roadhouse Brewing Co. Pub & EateryBuilding to be licensed/Building Address: 20 East Broadway

Number & Street  
Jackson WY 83001 Teton  
 City State Zip County

Mailing Address: 1225 Gregory Lane, Jackson, WY 83001

Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 264-1900 739-0700 Fax Number: (\_\_\_\_) \_\_\_\_\_E-Mail Address: jody@roadhousebrewery.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

Lot 1, W 1/2 Lot 2, Blk. 1, Cache - 1, Zoned TS**FILING FOR**

- ☒ NEW LICENSE  
☐ TRANSFER OF LOCATION

**FILING IN** (CHOOSE ONLY ONE)

- ☒ CITY OF: JACKSON  
☐ COUNTY OF: \_\_\_\_\_

**FILING AS** (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL  
☐ PARTNERSHIP  
☐ LP/LLP  
☒ LLC  
☐ CORPORATION  
☐ LTD PARTNERSHIP  
☐ ORGANIZATION  
☐ OTHER \_\_\_\_\_

☐ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: \_\_\_\_\_

**TYPE OF LICENSE OR PERMIT** (CHOOSE ONLY ONE)

## RETAIL LIQUOR LICENSE:

- ☐ ON-PREMISE ONLY (BAR)  
☐ OFF-PREMISE ONLY (PACKAGE STORE)  
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☒ **RESTAURANT LIQUOR LICENSE**  
☐ RESORT LIQUOR LICENSE  
☐ BAR AND GRILL

## LIMITED RETAIL (CLUB):

- ☐ VETERANS CLUB  
☐ FRATERNAL CLUB  
☐ GOLF CLUB  
☐ SOCIAL CLUB

- ☐ MICROBREWERY  
☐ WINERY  
☐ DISTILLERY SATELLITE  
☐ WINERY SATELLITE  
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

**SPECIAL DESIGNATIONS:**

- ☐ CONVENTION FACILITY  
☐ CIVIC CENTER/EVENT CENTER/  
 PUBLIC AUDITORIUM  
☐ GOLF CLUB  
☐ GUEST RANCH  
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

- ☒ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL / PART-TIME ☐ NON-OPERATIONAL / PARKED

If not full time, specify:

Months of Operation

Days of Week (e.g. Mon through Saturday)

Hours of Operation (e.g. 10am to 2am)

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

- (1) **OWN** the licensed building? ☐ YES (own)  
 (2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) Lease expiration date June 1, 2028, located on page 1 paragraph 5 of lease.(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 4 of lease.(MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)

See: 1st Amendment to Lease



2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)

☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

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

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your 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 you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☒ YES ☐ NO

If "YES", explain: Microbrewery License at same location and Microbrewery Permit at 1225 Gregory (Get Funky LLC) *spb*

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102 (a) (ii) & (iii)

List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	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 of a Felony Violation?	Have you been Convicted of a 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"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Gavin Fine			1	1	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Colby Cox				1	50%	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"/>

(If more information is required, list on a separate piece of paper and attach to this application)



**7. BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)  
(e.g. 10 x 12 room in SE corner of building):

12'-9" long x 7'-10" wide dispensing room in the North East corner of the building

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) Letter ☒ YES ☐ NO(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☒ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you 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 which 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 you have committed or expended not less than 10 million dollars (\$10,000,000.00)?  
W.S. 12-4-401(b)(iv) ☐ YES ☐ NO(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)  
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO**10. MICROBREWERY LICENSE:**Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☒ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)  
(Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO(c) Do you distribute your products through an existing malt beverage wholesaler?  
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO**11. WINERY LICENSE:**Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) 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**13. LIMITED RETAIL (CLUB) 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**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO



15. LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you 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) Have you filed a true copy of your bylaws with 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 Attached)

☐ YES
☐ NO

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☒ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION


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

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)

STATE OF WYOMING )

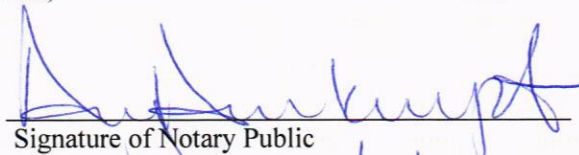
COUNTY OF Teton ) SS.

Signed and sworn to before me on this 7 day of May, 2018 that the facts alleged in the foregoing instrument are true by the following:

1) 	<u>Corby D. Coe</u>	<u>Manager</u>
(Signature)	(Printed Name)	Title
2) _____	_____	_____
(Signature)	(Printed Name)	Title
3) _____	_____	_____
(Signature)	(Printed Name)	Title
4) _____	_____	_____
(Signature)	(Printed Name)	Title
5) _____	_____	_____
(Signature)	(Printed Name)	Title
6) _____	_____	_____
(Signature)	(Printed Name)	Title

Witness my hand and official seal:





Signature of Notary Public

My commission expires: 12/19/2018



## LEASE

THIS LEASE (the "Lease") is made as of the 26 day of July, 2017 (the "Effective Date"). between Town Square, LLC, having an address of PO Box 159, Teton Village, Wyoming 83025 ("Lessor"), and Get Loose, LLC, a Wyoming limited liability company, having an address of 172 Center Street, Suite 204, Jackson Hole, Wyoming 83001, Attention: Gavin Fine ("Lessee").

## RECITALS

WHEREAS, Lessor is the owner of real property and improvements situated in the Town of Jackson, County of Teton, located at: 10 East Broadway, Jackson, Wyoming 83001, containing approximately seventeen thousand five hundred sixteen (17,516) rentable square feet ("Lessor's Property"), particularly that portion of Lessor's Property being approximately six thousand (6,000) square feet being the subject of this Lease, which includes the storefront on the ground level (the "Leased Premises"), more specifically described on Exhibit "A" attached hereto,

WHEREAS, Lessee desires to Lease from Lessor and Lessor is willing to lease to Lessee the Leased Premises subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Lease of Leased Premises; Term.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the Leased Premises subject to the terms and conditions set forth herein for a term to commence on the Effective Date and expire on the date that is ten (10) years after the Rent Commencement Date (as defined below). Payment of Base Rent (as defined below) shall commence on the date that is one hundred fifty (150) days after the date Lessee obtains the "Permits" (herein so called) as are required to be issued by all governmental authorities in order for Lessee to perform its work and conduct the permitted use of the Premises, if any (the "Rent Commencement Date"); provided however, in no event shall the "Rent Commencement Date" be deemed later than June 1, 2018 or the date that the Lessee opens for business, whichever occurs first, and to expire on the date that is ten (10) years thereafter (unless sooner terminated pursuant to the terms hereof). Lessee agrees to pay Lessor as follows:

(a) **Base Rent.** The monthly "Base Rent" payable from Lessee to Lessor shall commence on the Commencement Date and shall be as follows:

Year 1:	Twenty Thousand and No/100 Dollars (\$20,000.00) per month.
Year 2:	Twenty-One Thousand and No/100 Dollars (\$21,000.00) per month.
Year 3:	Twenty-Two Thousand Fifty and No/100 Dollars (\$22,050.00) per month.
Year 4:	Twenty-Three Thousand Fifty Two and No/100 Dollars (\$23,052.00) per month.
Year 5:	Twenty-Four Thousand Two Hundred Four and No/100 Dollars (\$24,204.00) per month.
Years 6-10:	Thirty-One Thousand and No/100 Dollars (\$31,000.00) per month.
Years 11-15*	Market Rent (as set forth below)
Years 16-20*	Market Rent (as set forth below)

\* If applicable pursuant to Section 21.

Base Rent shall be paid in advance, on the first day of each month during the term of this Lease commencing on the Rent Commencement Date, at the address of Lessor set forth above, without any setoff or deduction whatsoever, except as may be permitted pursuant to the express terms of this Lease.

\*the designated  
address for the  
Leased Premises  
is 20 East Broadway,  
Jackson, WY  
83001.  
[Signature] x [Signature]

6-1-2018  
+10 years  
5-31-2028



#### Calculation of Market Rent

(1) Lessor and Lessee shall, at least ninety (90) days prior to the expiration of the Initial Term and the first Renewal Term, agree on the minimum annual rent for the first year of each extension period based upon the "Then Fair Market Rental Value of the Leased Premises" as defined below. If the parties agree on the minimum annual rent for the first year of an extension period within ninety (90) days, they shall execute an addendum to this Lease stating the Base Rent for such extension period.

(2) If they are unable to agree on the Base Rent for the first year of an extension period within the fifteen (15) day period, then the Base Rent shall be the "Then Fair Market Rental Value of the Leased Premises" as determined in accordance with subsection (4) below.

(3) The "Then Fair Market Rental Value of the Leased Premises" means what a landlord under no compulsion to lease the Leased Premises and a tenant under no compulsion to lease the Leased Premises would determine as rent for the first year of the extension period, as of the commencement of the extension period, taking into consideration the use permitted under the Lease, the quality, size, shape, design and location of the Leased Premises, but in no event less than the Base Rent in effect for the year in which Lessee exercises its option to extend.

(4) Within seven (7) days after the expiration of the ninety (90) day period set forth in Subsection (2) above, Lessor and Lessee shall each appoint a real property appraiser with a minimum of five (5) years' experience conducting appraisals in the area in which the Leased Premises are located to appraise the Then Fair Market Rental Value of the Leased Premises. If either the Lessor or the Lessee does not appoint an appraiser within ten (10) days after the other has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the Then Fair Market Rental Value of the Leased Premises. If two (2) appraisers are appointed pursuant to this paragraph, they shall meet promptly and attempt to set the Then Fair Market Rental Value of the Leased Premises. If they are unable to agree within the thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this paragraph within ten (10) days following the thirty day period the two (2) appraisers are given to set the Then Fair Market Rental Value of the Leased Premises. If they are unable to agree on the third appraiser, either the Lessor or Lessee may petition the appropriate presiding civil court judge of the Teton County District Court of the Ninth Judicial District for the selection of a third appraiser who meets the qualifications stated in this paragraph. Lessee and Lessor shall each pay one-half (1/2) of the total cost of appointing the appraisers and any fees due.

Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the Then Fair Market Rental Value of the Leased Premises. If a majority of the appraisers are unable to set the Then Fair Market Rental Value of the Leased Premises within thirty (30) days after selection of the third appraiser, the three (3) appraisals shall be averaged and the average shall be the Then Fair Market Rental Value of the Leased Premises.

The Base Rent payable during the first year of the first extension period as determined above shall be increased during the remaining term of the extension period by three percent (3%) per annum. The foregoing rental adjustments shall occur on the first day of the month of each twelve (12) month period during the extension period after the first year.

(b) Size of Premises. The parties acknowledge and agree that the rentable square foot area of the Premises shall be deemed to be six thousand (6,000) square feet as indicated on the attached Exhibit "A".

(c) Due Diligence. Lessee shall be permitted to enter the Premises for the purposes of conducting due diligence and all due diligence shall be completed prior to the Due Diligence Deadline. In the event that Lessee is not satisfied with the condition of the Premises for its use as contemplated by this Lease, Lessee, by delivering written notice to Lessor at any time on or before August 31, 2017 (the "Due Diligence Deadline"), may elect to terminate this Lease, whereupon this Lease shall terminate and neither Lessee or Lessor shall have any further obligations or liabilities to the other, and Lessor shall return the Security Deposit in full to Lessee. If Lessee shall not have elected to terminate this Lease by delivering written notice of



termination to Lessor on or before the Due Diligence Deadline, Lessee shall be deemed to be satisfied with the condition of the Premises and shall be deemed to have waived its right to terminate this Lease pursuant to the provisions of this Paragraph 1(c).

(d) Permits. The obligations of Lessee under this Lease are expressly contingent upon Lessee obtaining the Permits. Lessee shall use its best and expedient efforts to obtain the Permit. In this regard, Lessee shall submit its drawings and formally apply to the Town for its Permits not later than August 31, 2017 and Lessee must respond and resubmit to the Town within seven (7) days after receipt of comments. If Lessee has not obtained the Permits on or before December 1, 2017, either Lessor or Lessee may, by delivering written notice to the other, at any time on or before December 6, 2017, either elect to terminate this Lease, whereupon this Lease shall terminate and neither Lessor nor Lessee shall have any further obligations or liabilities to the other and Lessor shall return the Security Deposit in full to Lessee, or waive the contingency set forth in this Paragraph 1(d). Should Lessee not elect to terminate this Lease on account of the Permits by delivering written notice of termination on or before December 6, 2017, Lessee shall be deemed to have waived the contingency set forth in this Paragraph 1(d) and to have obtained the Permits as of December 1, 2017.

(e) Allowance. Except as provided in this Paragraph 1(c), the performance of Lessee's work in the Premises shall be performed and completed at Lessee's sole cost and expense. Notwithstanding the foregoing, so long as this Lease shall be in full force and effect and if Tenant shall not be in breach or default of any of the terms, conditions, covenants and provisions of this Lease, Lessor shall provide to Lessee an allowance (the "Allowance") for the reimbursement of the cost of installing Required Improvements and which shall be in an amount not to exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00). For the purposes of this Paragraph 1(c), "Required Improvements" are structural, mechanical or legally required improvements (such a improvements necessary to comply with the ADA) that Lessee is required to install in order to ready the Premises for the conduct of business and which are not required as a result of Lessee's particular use and occupancy of the Premises (but rather are required of premises generally) and which benefit the building of which the Premises is a part and will remain in the Premises and/or the building following the expiration or earlier termination of this Lease. The Parties agree that the replacement of the older HVAC unit serving the Leased Premises qualifies as a "Required Improvement," and the replacement thereof prior to the Rent Commencement Date may be paid for with the proceeds of the Allowance. If Lessee believes that any improvements that Lessee is making to the Premises in order to ready the Premises for occupancy qualify as "Required Improvements", Lessee shall provide to Lessor written notice thereof prior to the installation of such improvements. Such notice to Lessor shall be accompanied by work orders, invoices and other evidence of the costs to be incurred by Lessee for the Required Improvements. Payment of the Allowance shall be made as follows: During the first (15) months of the term of this Lease, notwithstanding the provisions of Paragraph 1(a) to the contrary, so long as this Lease is in full force and effect and free from default, Tenant may exercise a credit against Base Rent in the amount of Five Thousand and No/100 Dollars (\$5,000.00) for each month during the first (15) months of the term of this Lease; provided, however, in no event shall the cumulative amount of such credit exceed the cost of the Required Improvements.

2. Use. Lessee shall use and occupy the Premises only for the operation of a restaurant with incidental retail sales of liquor, beer, wine, and merchandise and for no other purpose.

See 1<sup>st</sup> Amd  
also

3. Default. In the event Lessee shall "default" hereunder (as defined below), then Lessor shall have all of the rights and remedies available to a Landlord under Wyoming law. In the event that at any time during the term of this Lease either the Lessor or the Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorney's fees and costs incurred therein by the successful party. A "default" under this Lease shall mean that the Lessee fails to fully perform any of the terms, covenants and conditions on its part to be performed under this Lease, and the failure continues for thirty (30) days (seven (7) business days in the case of a monetary default) after written notice from Lessor, except that in the case of non-monetary default if Lessee begins to cure its failure within the thirty (30) day period but cannot reasonably complete its cure within such period, then, so long as Lessee continues to diligently



attempt to cure its failure, the thirty (30) day period shall be extended to ninety (90) days or such lesser period as is reasonably necessary to complete the cure.

4. **AS-IS.** Lessee hereby expressly acknowledges that as of the Due Diligence Deadline it has inspected the Premises and is familiar with the physical condition thereof, and agrees to take the same "as is", even if the Leased Premises is not in compliance with applicable codes and laws as of the Effective Date. Lessee acknowledges that Lessor shall have no obligation to do any work in and to the Leased Premises, or incur any expense in connection with said work, in order to make the Premises suitable and ready for occupancy and use by the Lessee.

5. **Alterations.** Lessee shall not make, cause, or permit the making of any alterations, decorations, installments, additions, or improvements in or to the Leased Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed. Lessee agrees to pay all costs and expense in connection with obtaining such consent and in making such alterations, decorations, installments, additions, or improvements. Lessee shall promptly pay all contractors, materialmen and professional service providers, so as to minimize the possibility of a lien attaching to the Leased Premises, and should any such lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor. Lessee shall hold the Lessor, the Leased Premises and the building and every part thereof free and harmless for, from and against any and all liability, damage, claims, demands, liens, suits, actions or expense (including attorneys' fees) arising out of any work done on or about the Leased Premises by Lessee, its employees, representatives, successors and assigns at the request or on behalf of Lessee.

6. **Taxes.** Lessee shall be liable for and promptly pay when due all taxes and other charges levied against Lessee's personal property, trade fixtures and other property placed by Lessee in, on, or about the Leased Premises. Lessor shall pay all real property taxes and assessments assessed against Lessor's Property.

7. **Release.** Lessor shall not be liable for and Lessee waives and releases all claims for any damage to property of Lessee, or of others, located on or about the Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise, except if said loss or damage is caused by the gross negligence or willful conduct of Lessor, its employees or agents. Lessor shall not be liable for and Lessee waives and releases all claims for any latent defects in the Premises or in the building of which they form a part. All property of Lessee kept or stored on the Premises shall be so kept or stored at the risk of Lessee only and Lessee shall indemnify, defend and hold Lessor harmless for, from and against any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carriers.

8. **Utilities.** Lessee agrees to connect only such electrical equipment to the building electric distribution systems. Lessor shall not in any way be liable or responsible to Lessee for any loss, damage or expense which Lessee may sustain or incur if for any reason either the quantity or character of electric service is changed or is no longer available or suitable for Lessee's requirements. Lessee is responsible for obtaining and paying for any utilities which it may desire for the Leased Premises, including, but not limited to, water, sewer, gas, trash and recycling. In this regard, Lessee shall pay such deposits and execute such applications as may be required to establish utility service in Lessee's name. All utilities serving the Leased Premises are separately metered.

9. **Indemnification.** If, as a result of any act or omission on the part of Lessee, its agents, employees, contractors, subcontractors, or invitees any claim, action, or suit is made or brought against Lessor, Lessee does hereby agree to indemnify Lessor and to hold Lessor harmless for, from and against any claim, liability, damage, or loss resulting from any such act or omission, including the payment of all of reasonable attorney's fees and costs in connection therewith.

10. **Assignment; Sublease.** Lessee shall not assign, mortgage, or encumber this Lease, nor further sublet or suffer or permit the Leased Premises or any part hereof to be used by others without the prior written consent of Lessor in each instance, in Lessor's sole and absolute discretion, except that Lessee retains the right to assign this Lease to an affiliate of Lessee without prior written consent; provided, however, no assignment of this Lease or subletting of the Premises shall result in a release of liability of Lessee or any Guarantor of this Lease.



Consent by Lessor to an assignment or subletting shall not be construed to release Lessee from obtaining the consent in writing of Lessor to any further assignment or subletting. Consent by Lessor to an assignment or sublease shall not release from Lessee's obligations hereunder unless such written consent clearly and specifically states intent to do so. Any authorized assignee or sublessee shall agree in writing to be bound by the terms of this Lease and to abide by all applicable laws and any rules and regulations adopted by the Lessor. Lessee shall pay all costs incurred by Lessor in connection with reviewing a request for consent to an assignment or sublease including attorney's and accountant's fees, in an amount not to exceed Five Hundred and No/100 Dollars (\$500.00). The covenants, terms, conditions, provisions, and undertakings in this Lease shall extend to and be binding upon the successors and permitted assigns of the respective parties hereto.

**11. Maintenance.**

(a) Lessee shall, at its sole cost and expense, at all times keep the Leased Premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, door jams, door closers, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing, and plumbing fixtures, and any air conditioning system, including leaks around ducts, pipes, vents, or other parts of the air conditioning, heating, or plumbing systems which protrude through the roof) in good order, condition and repair, including replacement, and in compliance with codes and ordinances of governmental authorities having jurisdiction). Furthermore, Lessee agrees to immediately notify Lessor if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Lessor to enter and evaluate and/or make recommendations with respect to remediation. Lessee acknowledges that the control of moisture and mold prevention are obligations of Lessee under this Lease. Lessee shall also repair any damage to the structural portions of the roof and Leased Premises resulting from Lessee's negligent acts or omissions or the acts or omissions of Lessee's employees or agents or as a result of the failure of Lessee or Lessee's employees or agents, to perform or observe the covenants or conditions in this Lease contained or resulting from alterations, additions or improvements to the Leased Premises made by Lessee or Lessee's employees or agents. Lessee shall be responsible for all maintenance and repairs with respect to the Leased Premises except as set forth in subparagraph (b) below.

(b) Lessor shall, at its sole cost and expense: (i) as needed in Lessor's reasonable discretion, keep the foundation and structural soundness of the building of which the Premises is a part, including the exterior walls and roof, in good repair, ordinary wear and tear excepted, and, when necessary in Lessor's discretion, replace the roof of the Leased Premises, (ii) perform all exterior maintenance with respect to the building of which the Premises is a part, (iii) maintain all commonly used portions of real property and adjoining areas, including all sidewalks and parking lots, that are owned by Lessor, in clean and orderly condition, and (iv) maintain and/or repair as necessary the utility lines servicing the Leased Premises.

**12. Lessor's Access.** Lessor or Lessor's agents shall have the right to enter the Leased Premises upon reasonable notice, and in no event less than 24 hours' notice (except in the case of an emergency, in which no notice shall be required), to examine the same and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable including repair, maintenance or alteration of adjoining areas having a common wall or common floor or ceiling within the Leased Premises, and Lessor shall be allowed to take all material into and upon said Leased Premises that may be required therefor without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Lessee or otherwise; provided, however, notwithstanding the foregoing provisions of this paragraph to the contrary, in the event that Lessor's repair of the Leased Premises pursuant to this paragraph results in a closure of the Leased Premises, which closure continues for three (3) consecutive calendar days, then Base Rent, and other charges due under this Lease shall thereafter abate equitably during the remaining period of such closure. During the three (3) months prior to the expiration of the term of this Lease or any renewal term Lessor may exhibit the Leased Premises to prospective Lessees or purchasers, and place upon the Leased Premises the usual notices "For Lease": or "For Sale", which notices Lessee shall permit to remain thereon without molestation. In exercising its rights under this paragraph, Lessor shall use



commercially reasonable efforts to not interfere with the conduct by Lessee of its business operations at the Leased Premises.

13. **Surrender.** Lessee, upon the expiration or within thirty (30) days following the sooner termination of this Lease, shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted and damage by unavoidable casualty excepted to the extent that the same is covered by Lessor's property insurance and shall surrender all keys for the Premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the Leased Premises. Lessee shall remove all its trade fixtures, and, at Lessor's request, any alterations or improvements before surrendering the Leased Premises as aforesaid and shall repair any damage to the Leased Premises caused thereby. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Lessee shall have the right, prior to the expiration or sooner termination of this Lease, to remove, at Lessee's cost and expense, any and all trade fixtures, and other personal property of Lessee situated in the Leased Premises.

14. **Waiver of Subrogation.** Whenever (a) any loss, cost, damage, injury, or expense resulting from fire, explosion, or any other casualty or occurrence normally covered by causes of loss special form insurance is incurred by either party to this Lease in connection with the Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage, injury, or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage, or expense, to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operation in any case where the effect thereof would be to invalidate such insurance coverage or increase the cost thereof (provided that, in the case of increased cost, the party which shall be subject to such increased cost shall promptly notify the other party in writing of such cost increase and the other shall have the right, within thirty (30) days following its receipt of such written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

15. **Brokers.** Lessee represents and warrants that Lessee neither consulted nor negotiated with any Broker or finder with regard to the Premises or this Lease. Lessee agrees to indemnify, defend and save Lessor harmless for, from and against any claims for fees and commissions from anyone with whom Lessee has dealt in connection with the Premises or this Lease.

16. **Notices.** All notices and demands to Lessee shall be deemed sufficiently given when delivered personally or mailed by certified mail, return receipt requested, to Lessee at Get Loose, LLC, 172 Center Street Suite 204, Jackson, Wyoming 83001, Attention: Manager or at such other address as Lessee shall from time to time designate in writing by notice given hereunder to Lessor. All notices and demands to Lessor shall be deemed sufficiently given when mailed by certified mail, return receipt requested, to Lessor at PO Box 159, Teton Village, Wyoming 83025, or at such other address as Lessor shall from time to time designate in a notice given hereunder to Lessee. Bills for rent or additional rent may be mailed by ordinary mail rather than certified mail, return receipt requested.

17. **Security Deposit.**

(a) Upon the execution of this Lease, Lessee shall deposit with Lessor the sum of Ten Thousand and No/100 Dollars (\$10,000.00) as security for the faithful performance and observance by Lessee of the terms, covenants, and conditions of this Lease (the "**Security Deposit**"). It is agreed that in the event Lessee defaults in respect of any of the terms, covenants, and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Lessor may apply a portion or all of the security as payment of any rent and additional rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default, including but not limited to, any damages or deficiency in reletting of the Leased Premises, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Lessor. Lessee shall, upon demand, deposit with Lessor the full amount so used, in order that Lessor shall have the full security deposit on hand at all times during the term of this Lease.



(b) Notwithstanding the provisions of Section 17(a) above, provided that (i) Lessee has not committed a default hereunder, and (ii) no event shall have occurred or state of facts exists which, if continued uncured, will, with the lapse of time or the delivery of notice, or both, constitute a default hereunder, and (iii) Lessee has opened at the Leased Premises for business to the public, Lessor shall apply the Security Deposit to the first installment of Base Rent due under this Lease.

(c) In the event of a transfer or assignment of this Lease by Lessor, Lessor shall have the right to transfer the security to the transferee or assignee and Lessor shall thereupon be released by Lessee from all liability for the return of such security; and Lessee agrees to look to the new Lessor for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Lessor.

(d) Lessee further covenants that it will not assign or encumber, or attempt to assign or encumber, monies deposited herein as security, and that neither Lessor nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

18. **Entire Agreement.** This Lease contains the entire agreement and understanding between parties. There are no oral understandings, terms, or other conditions, and neither party has relied upon any representations, express or implied, not contained in this Lease. All prior understandings, terms, representations, or conditions are deemed merged in this Lease. This Lease cannot be changed or supplemented orally but only by an agreement in writing signed by both parties hereto subject to the prior consent of Landlord.

19. **Successors and Assigns.** The covenants, terms, conditions, provisions, and undertakings in this Lease shall extend to and be binding upon the successors and permitted assigns of the respective parties hereto.

20. **Rules.** Lessor may promulgate reasonable rules and regulations with respect to the Leased Premises. Lessor must provide Lessee a copy of such rules and regulations, as amended from time to time, and if so provided then any such Lessor's rules and regulations are a part of this Lease as though incorporated herein. Lessor's rules and regulations shall not contradict or abrogate the rights or privileges expressly granted to Lessee in this Lease.

21. **Renewal of Term.** Provided that Lessee is not in breach or default of any of the terms, conditions, covenants, obligations or provisions of this Lease, and that Lessee is conducting business from the Leased Premises, then Lessee shall have, and is hereby granted, the option to extend the initial term of the Lease for two (2) additional periods of five (5) years each (each, a "Renewal Term"). Lessee's occupancy of the Premises during the Renewal Terms shall be governed by all of the terms, conditions, covenants and provisions of the Lease except that Lessee shall have no further option to extend the initial term after the expiration of the second Renewal Term. The Renewal Terms shall automatically commence (i) if the original Lessee continues to remain the Lessee at the time of the commencement of a Renewal Term, (ii) provided that Lessee is not in breach or default of any of the terms, conditions, covenants, obligations or provisions of this Lease, and (iii) Lessee has not provided notice of its election not to renew a minimum of sixty (60) days prior to the expiration of the then current term. Base Rent for each Renewal Term shall be calculated in accordance with the provisions of Section 1(a).

22. **Estoppel Certificate.** Within ten (10) business days after Lessor's written request, Lessee agrees to deliver in recordable form a certificate to any proposed mortgagee, ground lessor or purchaser, or to Lessor, certifying that this Lease is in full force and effect, that there does not exist nor has there existed any toxic materials or hazardous waste in, on or about the Leased Premises, that no more than one (1) month's rent has been paid in advance, that there are no defenses or offsets thereto, or stating those claimed by Lessee, and any other reasonable information that may be requested. If Lessee fails to timely execute the estoppel certificate, Lessee shall pay Lessor on demand a late fee of One Hundred and No/100 Dollars (\$100.00) and such failure may, at Lessor's discretion, be considered a default by Lessor under this Lease.

23. **Attornment.** Lessee shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage or deed of trust



made by the Lessor covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this Lease provided that any purchaser or mortgagee shall recognize Lessee's Lease as remaining in full force and effect so long as Lessee is not in default hereunder.

**24. Subordination.** Upon request of the Lessor, Lessee will subordinate its rights hereunder to any ground lease and to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the Leased Premises are a part or upon any buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This section shall be self-operative and no further instrument of subordination shall be required unless requested by the ground lessor or mortgagee. Lessee covenants and agrees that it will execute additional subordination agreements to such effect at any time thereafter upon the request of Lessor without compensation being made therefor; provided that any ground lessor or the holder of any lien or encumbrance relying on this paragraph or any such additional agreements will covenant with Lessee that this Lease shall remain in full force and effect, and Lessee shall not be disturbed in the event of termination, sale or foreclosure so long as Lessee is not in default hereunder. However, if Lessor so elects, this Lease shall be deemed prior in lien to any ground lease, mortgage, deed of trust or other encumbrance upon or including the Leased Premises regardless of date of recording and Lessee will execute a statement in writing to such effect at Lessor's request.

**25. Lessor Default.** Lessee agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon the Lessor, provided that prior to such notice, Lessee has been notified in writing fifteen (15) business days in advance (by way of a Notice of Assignment of Lease, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Lessee further agrees that if Lessor shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event Lessee shall forbear from the exercise of remedies (and shall continue to pay rent and abide by all other obligations under this Lease) while such remedies are being so diligently pursued.

**26. Quiet Enjoyment.** The operation of a bar and restaurant is hereby deemed the acceptable use of the Leased Premises for the purposes of this Lease. Lessor covenants that Lessee, upon payment of the rentals and performing the covenants upon its part to be performed herein, shall peacefully and quietly have, hold and enjoy the Leased Premises during the term hereof free from hindrance or molestation by Lessor or persons claiming by, through or under Lessor subject, however, to matters of record. Lessee shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises may be located.

**27. Damage.** If the Leased Premises shall be damaged by fire, unavoidable accident, the elements or other casualty insured against under the insurance provisions above but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired as soon as reasonably practical, and the Base Rent shall not be abated. Lessee shall be responsible for the prompt repair and restoration of its furniture, fixtures and equipment in the Leased Premises damaged by such event. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Lessor shall at its own expense cause the damage to be repaired, and the Base Rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence the Lessor shall at its own expense cause such damage to be repaired, and the Base Rent meanwhile shall be abated in whole, except that Lessor and Lessee shall each have the right to be exercised by notice in writing delivered to the other within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence, the Base Rent and other charges to be adjusted as of such date. In the event that fifty percent (50%) or more of the rentable area of Lessor's Property shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected



by such fire or other cause, Lessor and Lessee shall each have the right, to be exercised by notice in writing delivered to the other party within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease, provided that, should Lessor give Lessee such notice, Lessor has terminated all other leases at Lessor's Property that Lessor is entitled to terminate. Upon either party giving of such notice, the term of this Lease shall expire by lapse of time upon the thirtieth (30<sup>th</sup>) day after such notice is given, and Lessee shall vacate the Leased Premises and surrender the same to Lessor. Lessee hereby waives any statutory and common law rights of termination which may arise by reason of any partial or total destruction of the Leased Premises which Lessor is obligated to restore or may restore under any of the provisions of this Lease. Furthermore, notwithstanding the foregoing provisions of this paragraph, if the Leased Premises shall be rendered wholly untenable by reason of such occurrence and the Leased Premises cannot be repaired within six (6) months from the state such damage occurs, Lessor or Lessee shall, at its option, have the right to terminate this Lease.

**28. Hazardous Substances.** The term "Environmental Laws" means any federal, state or local law, statute, ordinance, regulation or order pertaining to environmental conditions or Hazardous Substances. The term "Hazardous Substances" shall mean any hazardous or toxic substances, materials or wastes, including, without limitation, (a) chlorinated solvents, (b) petroleum products or by-products, (c) asbestos, and (d) polychlorinated biphenyl. Except in connection with the normal business operations of Lessee, and then only in strict compliance with all applicable Environmental Laws, Lessee shall not use, generate, produce, store, release, discharge or dispose of any Hazardous Substances in the Leased Premises or the building. Lessee, at Lessee's expense, shall, in a manner that complies with all Environmental Laws, perform all remediation and cleanup of the Leased Premises and/or the building, hereinafter necessary or required to remediate the presence of Hazardous Substances used, generated, manufactured, produced, stored, released or discharged by Lessee or its agents, contractors, servants or employees on, under or about the Leased Premises and/or the building unless the presence of same is due to the acts or omissions of Lessor. Lessee shall protect, indemnify, defend and hold harmless Lessor, and its directors, officers, members, employees, parents, subsidiaries, successors and assigns for, from and against any and all claims, demands, fines, liens, loss, damage, cost, expense or liability (including reasonable attorneys' fees and costs) arising out of or attributable to Lessee, its assignees, subtenants or their respective agents', contractors', servants' or employees' use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or the presence (through the action or omission of Lessee) of Hazardous Substances on, under or about the Leased Premises or the building. Lessee shall not be liable for the use, presence, disposal, storage, generation, release or threatened release of Hazardous Substances upon, about, beneath, migrating to or from the Leased Premises by a prior occupant of the Leased Premises (unless such occupant is or was an affiliate or sublessee of Lessee) or on or from Lessor's Property by another tenant of Lessor's Property, a prior owner of Lessor's Property or Lessor.

**29. Eminent Domain.** If the whole of the Leased Premises shall be acquired for any public or quasi-public use or purpose or condemned by eminent domain, then the term of this Lease shall cease and terminate as of the earlier of the date of title or possession vesting in such condemning authority in such proceeding and all rentals shall be paid up to the date of such taking. If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises reasonably unsuitable for Lessee's business, then the term of this Lease shall cease and terminate as of the earlier of the date of title or possession vesting in such condemning authority in such proceeding. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of the Lessee, then Lessor shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion taken, and this Lease shall continue in full force and effect, except that the Base Rent shall be prorated on a square foot basis based on the new square footage after the partial taking has occurred. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, Lessee shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Lessor is to receive the full amount of such award, and Lessee hereby expressly waives any right or claim to any part thereof, including right or claim for the value of any unexpired term of this Lease or diminution in value of Lessee's leasehold interest, or for the value of any option to extend the term hereof or renew this Lease. Although all damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation



for diminution in value of the leasehold or to the fee of the Leased Premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business (including "moving and relocation benefits" and any award payable with respect to the "goodwill" of the business) by reason of the condemnation and for or on account of any cost or loss which Lessee might incur in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment, provided that such compensation does not reduce the amounts payable to Lessor in accordance with the provisions of the preceding sentence. Lessor and Lessee acknowledge and agree that the provisions of this Paragraph 29 are the result of arms-length negotiations between Lessor and Lessee and in the event of any conflict between the provisions of this Paragraph 29 and any statutory or common law rights of termination which may arise by reason of any partial taking of the Premises under the power of eminent domain, the provisions of this Paragraph 29 shall prevail.

30. **Holdover.** Any holding over after the expiration of the term hereof, with or without the consent of the Lessor, shall be construed to be a tenancy from month to month at a rent equal to one and one-half (1½) times the rate payable during the last year of the term of the Lease and shall otherwise be on the terms and conditions herein specified, so far as applicable. Such month to month tenancy may be terminated by either Lessor or Lessee upon not less than thirty (30) days written notice to the other.

31. **Accord and Satisfaction.** No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent and other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other charges, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

32. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure or disruption of utilities or critical electronic systems (including rolling blackouts), governmental restrictions, governmental regulations, governmental controls, judicial orders, acts of the public enemy (including terrorist acts), hostile governmental action, civil commotion, fire or other casualty, eminent domain, land use challenges and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Lessee pursuant to this Lease.

33. **Severability.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

34. **Qualifications.** In the event Lessee shall be a corporation, partnership or limited liability company, the persons executing this Lease on behalf of Lessee hereby covenant and warrant that (i) Lessee is a duly qualified corporation, partnership or limited liability company and all steps have been taken prior to the date of this Lease to qualify Lessee to do business in the State where the Premises is situated, (ii) all franchise, corporate and other business taxes have been paid to date, and (iii) all forms, reports, fees and other documents necessary to comply with applicable laws have been and will be filed when due.

35. **Time is of the Essence.** Time is of the essence of this Lease and each and every provision hereof.

36. **WAIVER OF JURY TRIAL.** LESSOR AND LESSEE EACH WAIVE ITS RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER LESSOR OR LESSEE AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY

**WAY CONNECTED TO THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE OR LESSEE'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAW, STATUTE, REGULATION, CODE OR ORDINANCE.**

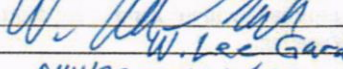
37. **Venue.** The parties agree that the a state court of competent jurisdiction in Ninth Judicial District in Teton County, Wyoming shall have personal jurisdiction over all of them and that the venue of any action filed relating to this Lease shall be in the appropriate court in Ninth Judicial Circuit or District Court in Teton County, Wyoming.



IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

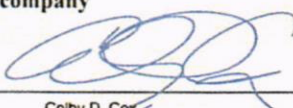
**LESSOR:**

**TOWN SQUARE, LLC, a Wyoming corporation**

By:   
Name: W. Lee Gardner  
Its: OWNER - member  
Date: 7/27/14

**LESSEE:**

**GET LOOSE, LLC, a Wyoming limited liability company**

By:   
Name: Colby D. Cox  
Its: Member  
Date: 7-26-17

**FIRST AMENDMENT TO LEASE**

This First Amendment to Lease (the "First Amendment") is entered into to be effective as of the last date of its execution by and between Town Square, LLC, a Wyoming limited liability company (referred to as the "Landlord"), and Get Loose, LLC, a Wyoming limited liability company (referred to as the "Tenant"). The Landlord and Tenant desire to enter into this First Amendment to amend that certain Lease dated July 26, 2017 (the "Lease").

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

**1. Use.** Section 2 of the Lease is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

*"2. Use. Lessee shall use and occupy the Premises only for the operation of a restaurant and brewpub, which includes the production of beer and incidental retail sales of liquor, beer, wine and merchandise, and for no other purposes."*

2. Except as amended herein, the Lease shall continue in full force and effect. To the extent of any conflict or inconsistency between the terms of the Lease and this First Amendment, this First Amendment shall control. Terms used herein but not defined herein shall have the meanings assigned to such terms as are set forth in the Lease. This First Amendment may be executed in counterparts and facsimile/scanned and e-mailed signatures or electronic signatures shall be acceptable to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Second Amendment to be effective as of the last date of execution below.

**LANDLORD:**

**TOWN SQUARE, LLC,**  
a Wyoming limited liability company

By: [Signature]  
Name: Lee Gardner  
Title: OWNER - Member

Date: 1/23/18

**TENANT:**

**Get Loose, LLC,**  
a Wyoming limited liability company

By: [Signature]  
Name: Colby D. Cox  
Title: Member

Date: \_\_\_\_\_





April 26, 2018

Get Loose LLC  
PO BOX 1686  
Jackson, WY 83001

Letter of Good Standing

To whom it may concern,

It is my understanding that you are intending to apply for a micro-brewing permit with the Town of Jackson and that as part of your permit application, you have been asked to provide a letter of good standing from First Interstate Bank.

1. First Interstate Bank has known and conducted banking business with Get Loose LLC since 2017.
2. No history of overdrafts within established bank accounts maintained with First Interstate Bank.
3. Get Loose LLC's bank account is in good standing as of 04/26/2018.

I am hopeful that the information provided in this letter will be supportive of your needs, but should you have additional needs please contact me at (307) 732-7851. Thank you.

Regards,

A handwritten signature in black ink, appearing to read 'Eric Ryan'.

Eric Ryan  
Financial Services Representative II  
First Interstate Bank  
(307) 732-7851

## Sandy Birdyshaw

---

**From:** Sara Budge <sara.budge@wyo.gov>  
**Sent:** Monday, May 14, 2018 11:46 AM  
**To:** Sandy Birdyshaw; natalie@jhfinedingin.com  
**Subject:** 20 E. Broadway

Food Permit  
Application - in the  
Works. Will be a  
Condition of approval. spb

Fine Dining Group is currently working with Teton County Environmental Health for the issuance of a Food License for the new establishment to be located at 20 E. Broadway.

--

Sara Budge, REHS  
Teton County Environmental Health  
307-732-8490

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.





# PUB & EATERY

## **APPS**

Fried Pickles with Jalapeño Remoulade  
Carne Asada Tostadas  
Duck Pastrami – Rye Cracker, Sauerkraut  
Assorted House made Sausage Coins with Beer Mustard  
Wedge Salad - Granny Smith Apples, Utah White Cheddar, House Cured bacon,  
Vinaigrette  
Olives  
Jerky  
Pickled Vegetables  
Rillettes - Pork or Duck ...  
Cauliflower with wing sauce  
Caesar Salad  
Local Greens Salad

## **MAINS**

- Po' Boy  
1 Chicken Fried Chicken – Buttermilk, Tabasco, Mashed Potatoes, Side of  
Sage Gravy, Spiced Honey  
2 Shrimp & Grits – Anson Mills Antebellum Grits, Bovine + Swine  
Andouille Sausage, Cajun Beurre-Monte  
3 Blackened Catfish – Carolina Gold Rice, Shrimp, Cherry Tomato,  
Tabasco Butter  
4 Trout/Salmon Over Seasonal Veggies  
Veggie Farrotto – Seasonal Veggies TBD  
Mac & Cheese  
Roadhouse Burger  
French Dip  
Buffalo Wings  
Tacos - Steak and Pork  
5 Schnitzel  
Brat Board  
Steak



## **DESSERTS**

Key Lime Pie Squares  
Assorted Mini Ice  
Cream Sandwiches



# ROADHOUSE

POST OFFICE BOX 6703, JACKSON, WYOMING 83002 ROADHOUSEBREWERY.COM

## **Plan of Operations** **20 E Broadway, Jackson, WY**

The Roadhouse Pub & Eatery will be open for food and drink service every day of the week, Monday – Sunday, all year. We will open at 11:30am and remain open until after dinner, late night close.

The Roadhouse Pub & Eatery has an occupancy of 200. There are 99+ seats at tables inside, along with a 20-seat bar. Outside there are 20 seats at 5 tables that are available to guests for food and drink service in the summer. Guest are greeted and seated by a host unless the guest opts to seat themselves at the bar. There will be food and drink table service to all seats inside and out. All food and drink will be served to customers by servers or bartenders.

Alcohol will be poured from the dispensing room adjacent to the north bar.





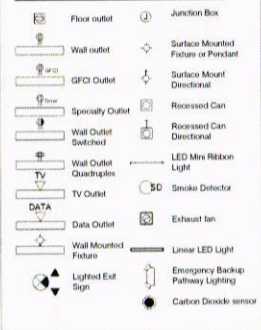
## GENERAL ELECTRICAL NOTES:

1. Install all electrical systems in accordance with 2015 International Building Code, 2015 International Energy Conservation Code, and 2014 NEC.
2. The "NECA Standards of Installation" shall be the standard of quality for installation.
3. Verify all aspects of the electrical system prior to commencing work. Do not install any electrical components before verifying dimensions and routing with building conditions.
4. Coordinate all power and control requirements of systems provided by others (HVAC equipment, kitchen equipment, etc.) E.C. shall be responsible for all line voltage connections.
5. Provide minimum working clearances per NEC.
6. E.C. shall be responsible for applying for, obtaining and paying all fees for all required permits and inspections associated with the electrical system.
7. E.C. shall be responsible for an all concrete pads, supports, bases, etc. that are required for electrical equipment.
8. Maintain 18" min. clearance between line voltage and circuiting and all low voltage, signal bus, telephone, data, television, satellite, etc. cabling. Intersections between line voltage circuits and low voltage cable shall be at 90 degree angles.
9. Conceal all electrical conduits, raceways and cabling in walls above ceilings, or below floors, if concealed raceways are not possible and surface raceways are required coordinate with Architect prior to commencing work.
10. Provide seismic restraints for required electrical equipment, raceways, lighting fixtures, etc. in accordance with 2012 IBC as follows: seismic design category D, all class D seismic use group.
11. Provide electrical connections to fire and fire/smoke dampers where required. Provide fire rating (fire caulk, putty, etc.) on all penetrations and through fire rated separations with UL listed fire rating material.
12. Refer to interior and exterior elevations for all wall mounted fixture heights. Coordinate with architect.
13. Install receptacles in accordance with part III of the NEC Article 210 as well as all state and local codes.
14. G.C. to coordinate security system wiring and locations with owner.
15. Security system design and specifications by Owner.
16. Where required G.C. to coordinate access panels and sizes with subcontractors.
17. All smoke detectors to be listed and installed in accordance with NFPA 72. Smoke detectors to be wired together and receive primary power from the building wiring. Smoke alarms shall be installed in the following locations per IBC 2015 Section R315.
18. All egress lighting and exit signage to be provided with hardwired power connection and 90 minute minimum battery backup. Features shall be installed per manufacturer's written installation instructions.
19. All exterior luminaires to be Dark Sky compliant.
20. See mechanical for ceiling access locations. Coordinate in field with ceiling plan.
21. Carbon dioxide sensor with audible alarm at locations shown, see mechanical drawings for specifications.

## GENERAL FIRE NOTES:

1. Building to have complete alarm system per NFPA 72. Add horn/strobes in any new areas or relocate in any areas that existing are moved so as to comply.
2. Building has an automatic fire sprinkler system in accordance with appropriate NFPA standard for occupancy type (IFC 903.2.7). Verify that any existing sprinkler heads that are moved still ensure that all areas are meeting the minimum required sprinkler coverage. Add new, additional sprinkler heads where needed.
3. All interior finishes shall meet fire code requirements (IFC Chapter 8).
4. All egress doors shall meet fire code requirements (IFC Chapter 10).
5. Emergency egress signs shall be signed and illuminated where required (IFC Chapter 10). All existing egress signs and illumination to remain. New signage and illumination to be added at new North egress doors.
6. New horn/strobes for the automatic fire extinguishing system (type 1 hood with aural) shall be installed in all new spaces where required.
7. Any uncorrected electrical violations during remodel will be required to be resolved.
8. Minimum 2A 10BC fire extinguisher in all new areas with no more than 75 ft. travel distance and mounted in plain sight min. 4" off floor and max. 6'4" to handle.
9. All smoke detectors to be listed and installed in accordance with NFPA 72. Smoke detectors to be wired together and receive primary power from the building wiring. Smoke alarms shall be installed in the required locations per IBC 2015 Section R315.
10. All new construction to comply with the adopted edition of the International Fire Code and 2014 NEC.

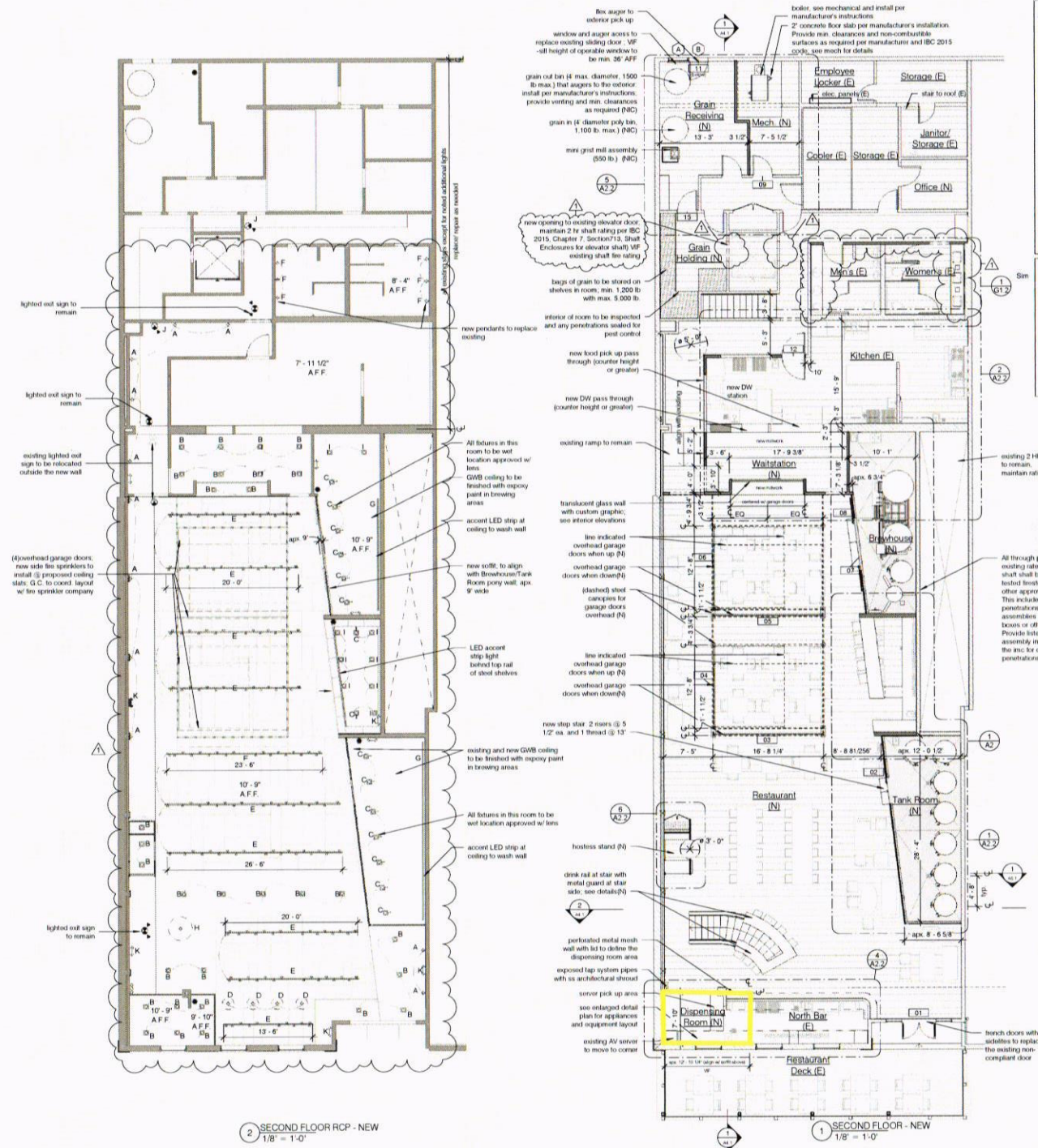
## ELECTRICAL SYMBOL LEGEND:



## NEW CEILING FINISHES KEY

- New GWB ceiling, epoxy paint at bawling areas
- New ceiling finish to be added under existing acoustic ceiling tile grid
- Areas left blank to not be changed OR if repair or patchwork to ceiling needed, to match existing, epoxy paint at bawling areas

3x8 wood ceiling grid attached to roof trusses to be coordinated w/ speakers, track lights, mesh ducts & rigging



## GENERAL PLAN NOTES:

1. All dimensions from existing are given to face of finish and from new walls are given to face of frame, unless otherwise noted. Existing dimension are given for reference and should be verified in field. Coordinate any discrepancies with the architect.
2. All dimensions to be v.l. by the contractor. Coordinate discrepancies with the architect.
3. PD - floor drain (see mechanical).
4. See furniture plan for furniture layout, locations and dimensions.
5. Contractor to verify installed components to meet accessibility requirements.
6. All necessary equipment by owners, shown for planning - structural purposes. Refer to manufacturer's drawings and specs for all equipment clearances and installation details.
7. All windows and doors not tagged are existing and to remain.
8. All finishes in broomhouse and tank room to be water resistant, non-absorbent, class c or better, and slip-resistant if flooring.
9. All lighting in broomhouse and tank room to be well location approved with lens.
10. For any CO2 or nitrogen storage install per manufacturer a low oxygen detector that is calibrated for the elevation.

## FLOOR / DEMOLITION PLAN KEY

- Existing (E)
- Demolished
- New Interior Shat Wall (N)
- Existing areas not affected by remodel (N/C)

	Date: 10/10/2018 Revision: 1
	Drawing Title: NEW FLOOR PLAN AND POP
Mechanical: 140 East Broadway, Suite 251 PCB 684 Jackson, WY 83001 307-699-1110	Project: 20 EAST BROADWAY, WY 83001
Structural: 420 South Carter PCB 1569 Jackson, WY 83001 307-732-2987	Project: 20 EAST BROADWAY, WY 83001
	A2.1 1/8" = 1'-0"



Mech. (N)	
144 SF	
mechanical	300
No. of Occupants	1
No. of Exits	1

Employee Locker (E)	
71 SF	
storage	300
No. of Occupants	1
No. of Exits	1

Storage (E)	
109 SF	
storage	300
No. of Occupants	1
No. of Exits	1

Storage (E)	
88 SF	
storage	300
No. of Occupants	1
No. of Exits	1

Grain Receiving (N)	
241 SF	
storage	200
No. of Occupants	2
No. of Exits	1

Grain Holding (N)	
143 SF	
storage	300
No. of Occupants	1
No. of Exits	1

exit stair req'd. width =	
106 x.3" = 32"	
44" min. overrides	
44" existing=ok	

exit corridor/ ramp req'd.	
width = 106 x.2" = 21.2"	
44" min. overrides	
59" existing=ok	

Kitchen (E)	
530 SF	
kitchen	200
No. of Occupants	3
No. of Exits	1

Waitstation (N)	
169 SF	
server area*	0
No. of Occupants	6
No. of Exits	1

Restaurant (N)	
2633 SF	
assembly- unconc.	15
No. of Occupants	176
No. of Exits	2

Host Stand	
24 SF	
server area*	0
No. of Occupants	1
No. of Exits	1

exit stair req'd. width =	
129 x.3" = 38.7"	
44" min. overrides	
47" existing=ok	

Dispensing Room (N)	
88 SF	
server area*	0
No. of Occupants	2
No. of Exits	1

Janitor/ Storage (E)	
77 SF	
storage	300
No. of Occupants	1
No. of Exits	1

Office (N)	
76 SF	
business	100
No. of Occupants	1
No. of Exits	1

exit corridor req'd. width =	
106 x.3" = 32"	
44" min. overrides	
54.5" existing=ok	

exit door req'd. width =	
3 x.3" = .9"	
32" min. overrides	
42" proposed=ok	

Brewhouse (N)	
247 SF	
industrial	200
No. of Occupants	2
No. of Exits	1

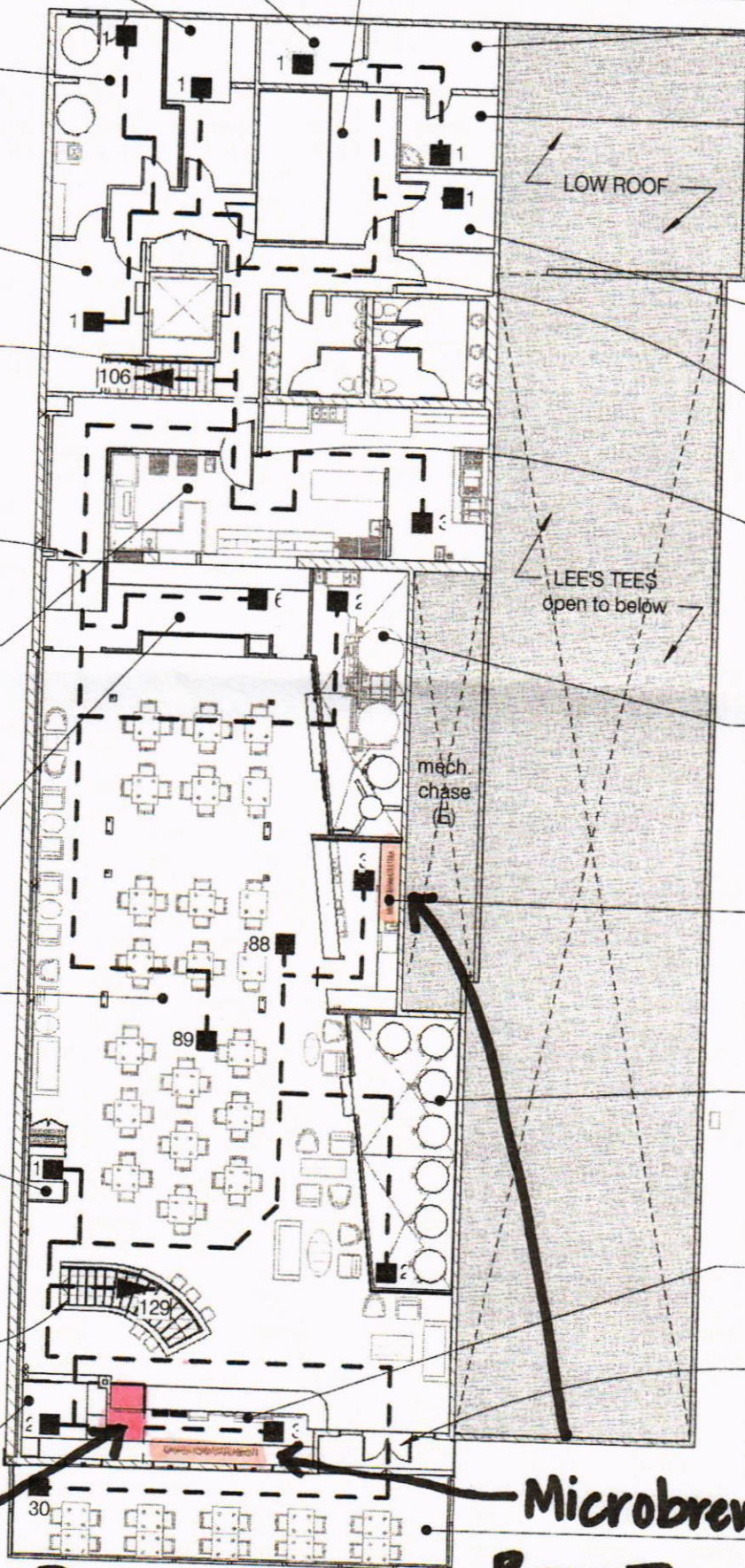
Service Counter (N)	
134 SF	
server area*	0
No. of Occupants	3
No. of Exits	1

Tank Room (N)	
281 SF	
industrial	200
No. of Occupants	2
No. of Exits	1

North Bar (E)	
115 SF	
server area*	0
No. of Occupants	3
No. of Exits	1

exit door req'd. width =	
30 x.2" = 6"	
32" min. overrides	
60" proposed= ok	

Restaurant Deck (E)	
115 SF	
assembly- unconc.	15
No. of Occupants	30
No. of Exits	1



quor  
Dispensing Room

Microbrewery  
Beer Taps



TOWN OF JACKSON  
Office of Town Clerk  
P.O. Box 1687 / 150 East Pearl Avenue  
Jackson, Wyoming 83001  
(307) 733-3932 ext 1113

Liquor License Application  
Provide for each person who  
signed the application

### AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

### AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

**Applicant please note:** Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name:

Corby  
First Name

DRAPER  
Full Middle Name

COV  
Last Name

[Redacted]  
Date of Birth

[Redacted]  
Social Security Number

[Redacted]  
Driver License: State / Number

☒ Male or Female  
Circle one

5-7-18  
Date Signed

[Signature]  
Applicant Signature

State of Wyoming )  
County of Teton )ss

Subscribed and sworn to before me this 7 day of May, 2018.

(SEAL)



[Signature]  
Notary Public or officer authorized to administer oaths

# NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

## FOR LIQUOR DIVISION USE ONLY

Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Chief:		/	/

**To be completed by Town Clerk**

License Fees Annual Fee: \$ 500.00  
 # mths 10 Prorated Fee: \$ 417.00  
 Transfer Fee: \$ \_\_\_\_\_

Local License # \_\_\_\_\_  
 Date filed with clerk: 4/30/2018 *Complete 5-2-18*  
 Advertising Dates: (2 Weeks) 5/9 & 5/16

Publishing Fee: \$ 100.00

Hearing Date: 5 / 21 / 2018

License Term: 6 / 1 / 2018 through 3 / 31 / 2019  
 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: Get Loose, LLC

Trade/Business Name (dba): Roadhouse Brewing Co. Pub & Eatery

Building to be licensed/Building Address: 20 East Broadway

Number & Street  
Jackson WY 83001 Teton  
 City State Zip County

Mailing Address: 1225 Gregory Lane, Jackson, WY 83001 P.O. Box 1684 Jackson, WY 83001 *48 5-2-18*  
 Number & Street Name or P.O. Box City State Zip

Business Telephone Number: ( 307 ) 264-1900

Fax Number: ( ) \_\_\_\_\_

E-Mail Address: jody@roadhousebrewery.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
Lot 1, W 1/2 Lot 2, Blk. 1, Cache - 1, Zoned TS

**FILING FOR**

☒ NEW LICENSE

☐ TRANSFER OF LOCATION

☐ TRANSFER OWNERSHIP

**FILING IN (CHOOSE ONLY ONE)**

☒ CITY OF: JACKSON

☐ COUNTY OF: \_\_\_\_\_

☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: \_\_\_\_\_

**FILING AS (CHOOSE ONLY ONE)**

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ LP/LLP

☒ LLC

☐ CORPORATION

☐ LTD PARTNERSHIP

☐ ORGANIZATION

☐ OTHER \_\_\_\_\_

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)****RETAIL LIQUOR LICENSE:**

☐ ON-PREMISE ONLY  
 (BAR)

☐ OFF-PREMISE ONLY  
 (PACKAGE STORE)

☐ COMBINATION ON/OFF PREMISE  
 (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE  
☐ RESORT LIQUOR LICENSE  
☐ BAR AND GRILL

**LIMITED RETAIL (CLUB):**

☐ VETERANS CLUB  
☐ FRATERNAL CLUB  
☐ GOLF CLUB  
☐ SOCIAL CLUB

☒ MICROBREWERY

☐ WINERY

☐ DISTILLERY SATELLITE

☐ WINERY SATELLITE

☐ COUNTY RETAIL or SPECIAL  
 MALT BEVERAGE PERMIT

**SPECIAL DESIGNATIONS:**

☐ CONVENTION FACILITY

☐ CIVIC CENTER/EVENT CENTER/  
 PUBLIC AUDITORIUM

☐ GOLF CLUB

☐ GUEST RANCH

☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

☒ FULL TIME (e.g. Jan through Dec)

☐ SEASONAL / PART-TIME

☐ NON-OPERATIONAL / PARKED

If not full time, specify:

Months of Operation

Days of Week (e.g. Mon through Saturday)

Hours of Operation (e.g. 10am to 2am)

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) **OWN** the licensed building?

☐ YES (own)

(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license)

☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) Lease expiration date June 1, 2028, located on page 1 paragraph 5 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 4 of lease.

(MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)

See: 1st Amendment to Lease



2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your 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 you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) ☒ YES ☐ NO

If "YES", explain: Restaurant License

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	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 of a Felony Violation?	Have you been Convicted of a 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"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Gavin Fine				1	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Colby Cox				1	50%	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"/>

(If more information is required, list on a separate piece of paper and attach to this application)

**7. BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)  
(e.g. 10 x 12 room in SE corner of building): \_\_\_\_\_

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☐ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you 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 which 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 you have committed or expended not less than 10 million dollars (\$10,000,000.00)?

W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☒ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☒ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a)

(Requires wholesaler license with the Liquor Division)

☐ YES ☒ NO

(c) Do you distribute your products through an existing malt beverage wholesaler?

W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)

☐ YES ☒ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) 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**13. LIMITED RETAIL (CLUB) 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**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO



**15. LIMITED RETAIL (CLUB) LICENSE:**

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

- (a) Do you 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) Have you filed a true copy of your bylaws with 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 Attached) ☐ YES ☐ NO

**REQUIRED ATTACHMENTS:**

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).













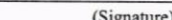

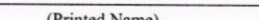
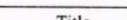
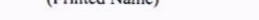









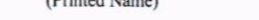
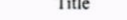






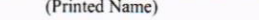

### OATH OR VERIFICATION

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

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)

STATE OF WYOMING )  
COUNTY OF Fetzer ) SS.

Signed and sworn to before me on this 26 day of April, 2018 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	 (Signature)	 (Signature)	 (Signature)
			 (Signature)	 (Signature)
2)	 (Signature)	 (Signature)	 (Signature)	 (Signature)
			 (Signature)	 (Signature)
3)	 (Signature)	 (Signature)	 (Signature)	 (Signature)
			 (Signature)	 (Signature)
4)	 (Signature)	 (Signature)	 (Signature)	 (Signature)
			 (Signature)	 (Signature)
5)	 (Signature)	 (Signature)	 (Signature)	 (Signature)
			 (Signature)	 (Signature)
6)	 (Signature)	 (Signature)	 (Signature)	 (Signature)
			 (Signature)	 (Signature)

Witness my hand and official seal:



Signature of Notary Public

My commission expires: 3-8-2020

(SEAL)

Get Loose, LLC  
20 E Broadway

TOWN OF JACKSON  
Office of Town Clerk  
P.O. Box 1687 / 150 East Pearl Avenue  
Jackson, Wyoming 83001  
(307) 733-3932 ext 1113

Liquor License Application  
Provide for each person who  
signed the application

### AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

### AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

**Applicant please note:** Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name:

Gavin  
First Name

DAVID  
Full Middle Name

FINZ  
Last Name

[Redacted]  
Date of Birth

[Redacted]  
Social Security Number

WY

[Redacted]  
Driver License: State / Number

☒ Male or Female  
Circle one

4-26-18

Date Signed

[Signature]  
Applicant Signature

State of Wyoming )  
County of Teton )ss

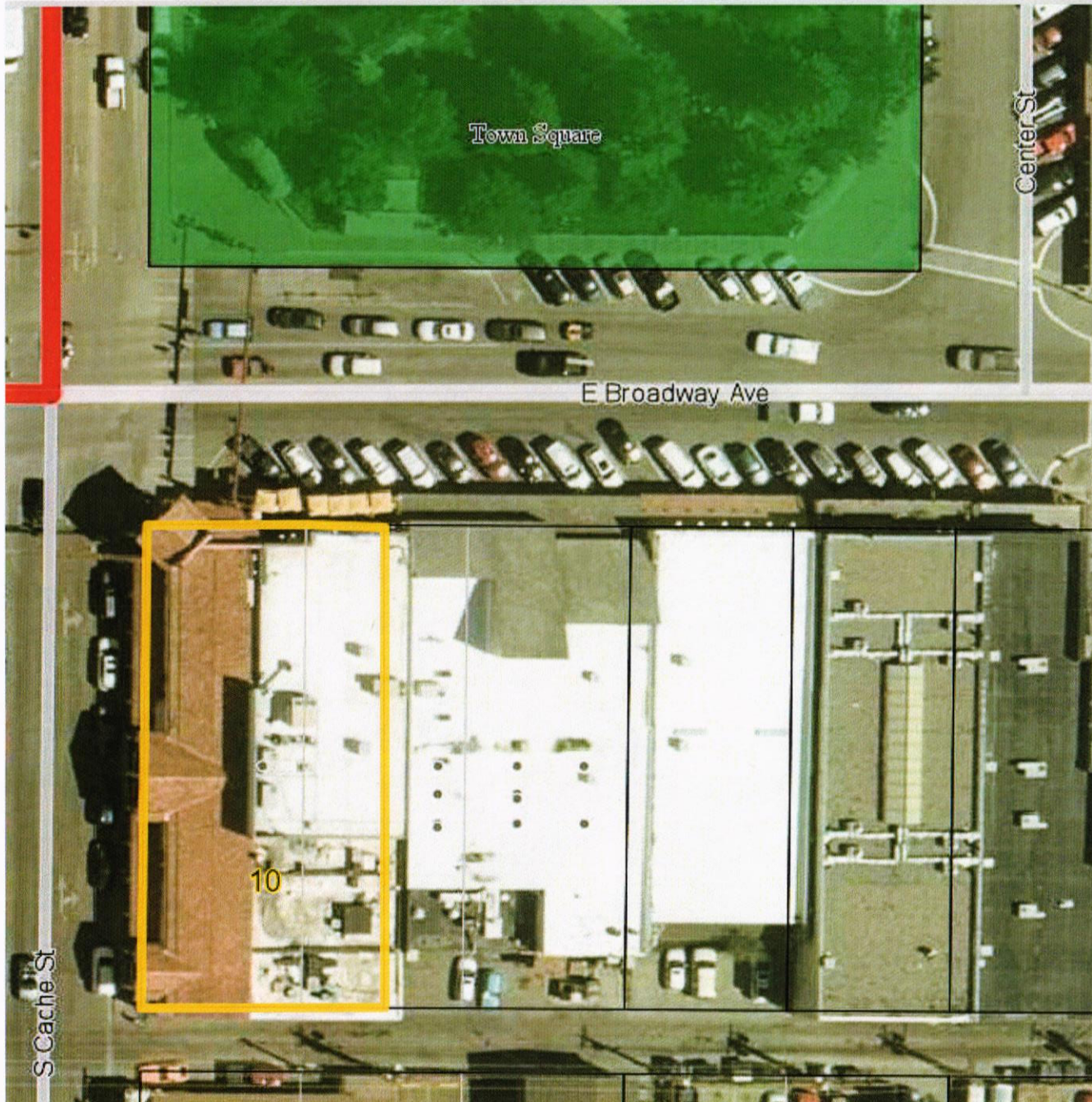
Subscribed and sworn to before me this 26 day of April 2018

(SEAL)

[Signature]  
Notary Public or officer authorized to administer oaths







Layers

Info

Copy to Clipboard

Different map view ▼

1 Parcel(s)

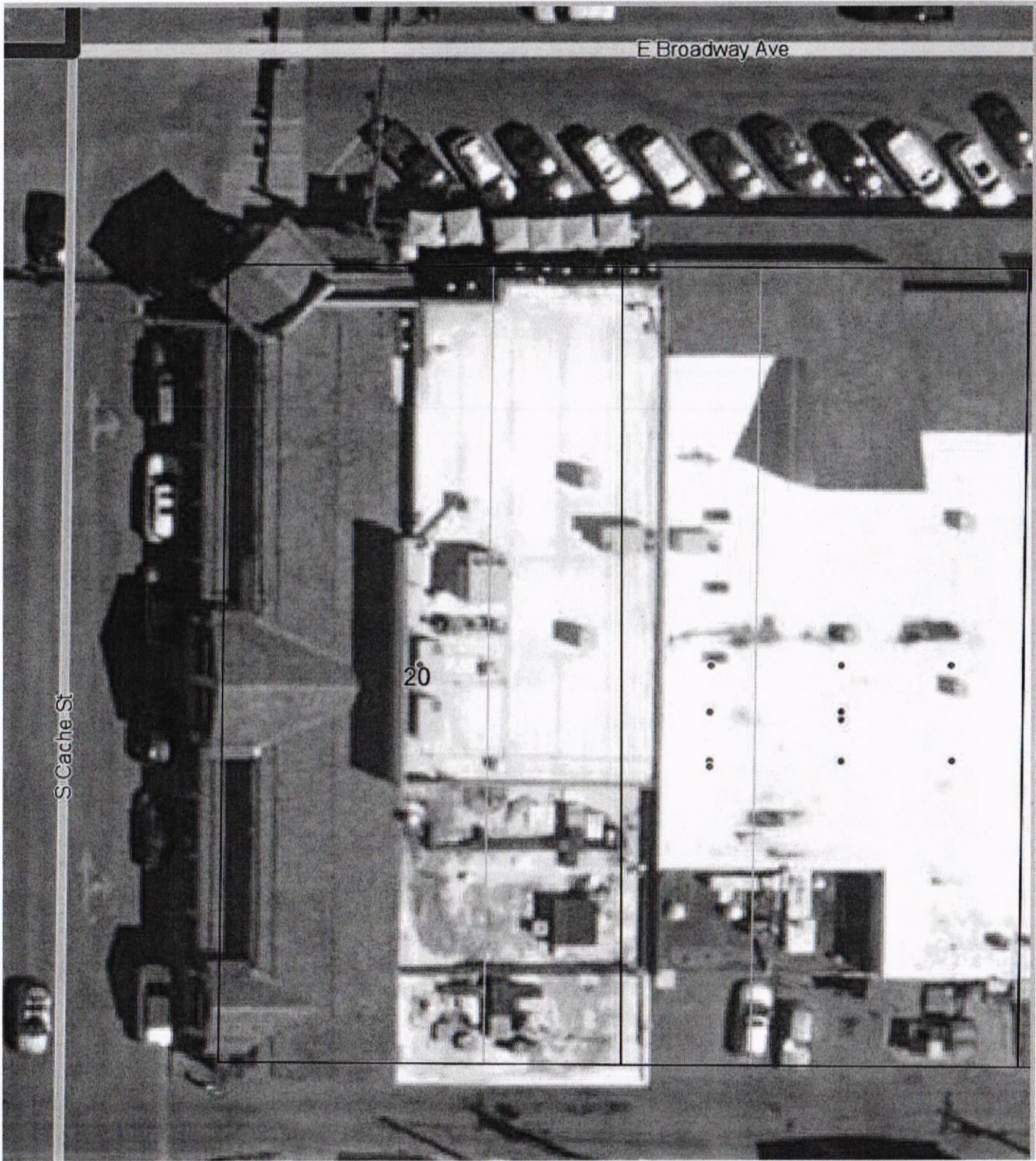
[Zoom to parcel\(s\)](#)

- Parcel: 22-41-16-34-2-05-005
- [Clerk's Land Records](#)
- [Account Num: R0006520 Property Detail](#)
- [Tax ID: 03-001608 Property Taxes](#)
- [Map Number: 00102 Scanned Map](#)
- Lot: 1
- Owner: TOWN SQUARE, LLC C/O WILLIAM LEE GARDNER
- MailAddr: PO BOX 159
- MailAddr: TETON VILLAGE, WY 83025
- StAddr: 10 E BROADWAY AVENUE →
- Deed: 0838123
- Location: LOT 1, W 1/2 LOT 2, BLK. 1, CACHE-1
- TaxClass: Commercial
- Acreage: 0.26

N: 43.47930°, W: 110.76209°

NAD83 UTM Zone 12 X: 519240, Y: 4814070





Layers

Info

Copy to Clipboard

Different map view ▼

1 Parcel(s)

Zoom to parcel(s)

- Parcel: 22-41-16-34-2-05-005.01
- Tax ID: 03-ADDRES
- StAddr: 20 E BROADWAY AVENUE







