

CITY OF BISMARCK
APPLICATION FOR RETAIL
ALCOHOLIC BEVERAGE LICENSE
(PARTNERSHIP OR CORPORATION)

L102016-00117
7-25-16 *HLA*

License _____
Class F-1

- New License Application
- Renewal
- Transfer
- Relocation

NOTE: This application must be made under oath and be accompanied by required fees.

- CHECK ONE: Liquor and Beer
 Beer
 Wine (Restaurants)

- CHECK ONE: On-Sale Only
 Off-Sale Only
 On and Off Sale

The undersigned states that the following information is true and correct.

NAME OF PARTNERSHIP OR CORPORATION BWR-Bismarck, Inc.
DATE OF INCORPORATION Feb 19, 2016 PHONE [REDACTED]
ADDRESS [REDACTED] CITY, STATE, ZIP Minot, ND 58701
IF OUT OF STATE CORPORATION, IS CORPORATION REGISTERED IN NORTH DAKOTA? _____
NAME AND ADDRESS OF REGISTERED AGENT Allan F Hauck
[REDACTED] Minot, ND 58701
CERTIFICATE NUMBER 40-633-800 Certificate of Incorporation ND PHONE _____
NAME OF BUSINESS FOR WHICH LICENSE IS REQUESTED Buffalo Wings & Rings
BUSINESS ADDRESS 4424 North 15th Street CITY, STATE, ZIP Bismarck, ND 58503
MAILING ADDRESS [REDACTED] CITY, STATE, ZIP Minot, ND 58701
PRIMARY CONTACT Al Hauck PHONE [REDACTED]
EMAIL [REDACTED]

LIST ALL OFFICERS OR DIRECTOR OF CORPORATION OR PARTNERS, AND % OF OWNERSHIP (Attach separate sheet, if necessary)

NAME Allan F Hauck ADDRESS/CITY/STATE [REDACTED], Minot, ND 58701

DATE OF BIRTH [REDACTED] M/F M RACE C DRIVER'S LICENSE # AND STATE ISSUED [REDACTED]

OCCUPATION Self-Employed TITLE President %OWNERSHIP 50%

NAME Mary K Hauck ADDRESS/CITY/STATE [REDACTED] ND 58701

DATE OF BIRTH [REDACTED] M/F F RACE C DRIVER'S LICENSE # AND STATE ISSUED [REDACTED]

OCCUPATION Self-Employed TITLE Secretary/Treasurer %OWNERSHIP 50%

NAME _____ ADDRESS/CITY/STATE _____

DATE OF BIRTH _____ M/F _____ RACE _____ DRIVER'S LICENSE # AND STATE ISSUED _____

OCCUPATION _____ TITLE _____ %OWNERSHIP _____

MANAGER'S NAME _____ ADDRESS/CITY/STATE _____

DATE OF BIRTH _____ M/F ___ RACE ___ DRIVER'S LICENSE # AND STATE ISSUED _____

OCCUPATION _____ TITLE _____

LIST NAMES/ADDRESS/PERCENTAGE OF OWNERSHIP OF ANY PERSON OWNING AN INTEREST IN THE BUSINESS _____

OWNER OF BUILDING OR PREMISES A&M Hauck Investments, LLC

NOTE: If owner is other than applicant, attach a copy of lease or rental agreement. Also, all applicants must attach a copy of a blueprint or diagram on a separate sheet 11" x 8 1/2" in size, showing premises to be licensed. Show all exits, bars, dining areas, (if any) beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and movable partitions. Outline in different color ink, the area to be used for the sale and/or service of alcoholic beverages if entire building is not so used. Include the direction "North" on the diagram.

1. Are manager and all partners legal residents of the United States and the State of North Dakota, and are all officers or directors legal residents of the United States? yes If not, explain _____

2. Have any of the persons listed above been convicted of any crime within the past five years? If yes, list all convictions, dates, location and disposition or sentence of each no

3. Does the building meet all state and local sanitation and safety requirements? yes

4. a. If a transfer or change in ownership or management, list former owner and manager _____

b. If a transfer or change in ownership, former owner must sign below:
I hereby consent to the requested transfer of this license:
_____ Date _____

5. Has applicant, or any of the persons listed above, within the past five years had any license to engage in the sale of alcoholic beverages revoked or suspended? yes If yes, give details 2014 - 3 days, sale to minor, server misread DL Birthdate
A&M Hauck, Inc. - Buffalo Wings & Rings, Minot, ND

6. If a new application, has applicant or any of the persons listed above, engaged in the sale or transportation of alcoholic beverages previously? yes If yes, give details A&M Hauck, Inc, Buffalo Wings & Rings, Minot, ND

7. Has applicant, or any of the persons listed above, within the past five years, had an application for any federal, state or local license of any type rejected or denied? If yes, give details no

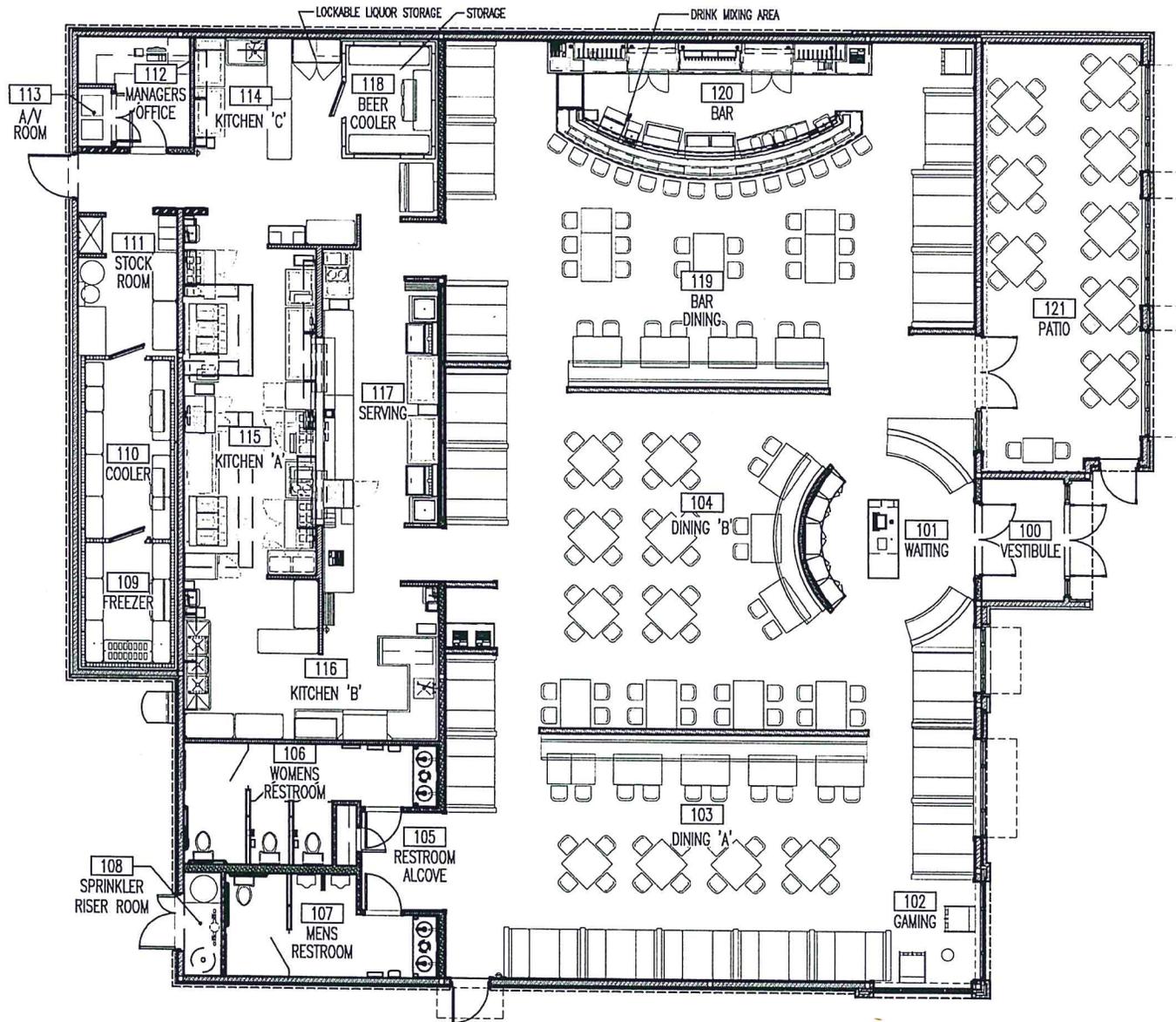
8. Is there any agreement or understanding, or proposed agreement or understanding to obtain the license for another, or to operate the business for another, or as an agent for another? no If yes, give details _____

9. Has the business been sold or leased, or is there any intention to sell or lease, the business to another? no
If yes, give details _____

10. Has the applicant, or any of the persons listed above, any interest in whatsoever, directly or indirectly, any other licensed liquor establishment within or without the State of North Dakota? yes If yes, give details A&M Hauck, Inc. Buffalo Wings & Rings, Minot, ND

11. Will the applicant, or any of the persons listed above, be engaged in any other business other than the sale of liquor under the license applied for? yes If yes, give details Food and Beverage

12. Have all property taxes and special assessments currently due been paid? yes If not, explain _____



Intertech Design Services, Inc.

Architecture and Engineering

9675 Montgomery Rd. Cincinnati, Ohio 45242
 Telephone: (513) 791-5588 Fax: (513) 792-7922
 Web: www.intertechdesign.net



BISMARCK
4424 N. 15TH STREET
BISMARCK, ND 58503

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Date
07/15/16
Job No.
15-0505

Drawn
LJD
Checked
JKR

Sheet Number
PLAN

LEASE AGREEMENT

This lease agreement is entered into between A&M Hauck Investments, LLC, referred to as "lessors," and BWR-Bismarck, Inc., referred to as "lessee."

SECTION ONE

DESCRIPTION OF PREMISES

Lessors lease to lessee the premises described as 4424 N 15th Street, Bismarck, ND.

SECTION TWO

TERM

The term of this lease agreement is twenty (20) years, beginning on 12/1/2016, and terminating on 11/30/2036, 11:59 PM.

SECTION THREE

RENT

A. The total rent under this lease agreement is [REDACTED] per year.

B. Lessee shall pay lessors the above-specified amount in installments of [REDACTED] each week, beginning on 12/1/2016, with succeeding payments due on each Tuesday of each subsequent week during the term of the lease agreement.

SECTION FOUR

USE OF PREMISES

The demised premises are to be used for the purposes of operating a restaurant. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the demised premises for any other purpose without the prior, express, and written consent of lessors, or lessors' authorized agent.

SECTION FIVE

RESTRICTIONS ON USE

A. Lessee shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of lessee's business purposes.

B. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep in force the fire and liability insurance.

SECTION SIX

WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Lessee shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

SECTION SEVEN

DELAY IN DELIVERING POSSESSION

This lease agreement shall not be rendered void or voidable by the inability of lessors to deliver possession to lessee on the date set forth in Section Two. Lessors shall not be liable to lessee for any loss or damage suffered by reason of such a delay; provided, however, that lessors does deliver possession no later than December 1, 2016. In the event of a delay in delivering possession, the rent for the period of such delay will be deducted from the total rent due under this lease agreement. No extension of this lease agreement shall result from a delay in delivering possession.

SECTION EIGHT

UTILITIES

Lessee shall arrange and pay for all utilities furnished to the demised premises for the term of this lease agreement, including, but not limited to, electricity, gas, water, sewer, and telephone service.

SECTION NINE

REPAIRS AND MAINTENANCE

Lessee shall maintain the demised premises and keep them in good repair at its expense.

SECTION TEN

DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

A. Lessors represents that the demised premises are in fit condition for use by lessee. Acceptance of the demised premises by lessee shall be construed as recognition that the demised premises are in a good state of repair and in sanitary condition.

B. Lessee shall surrender the demised premises at the end of the lease term, or any renewal of such term, in the same condition as when lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, lessee shall remove all business signs placed on the demised premises by lessee and restore the portion of the demised premises on which they were placed in the same condition as when received.

SECTION ELEVEN

PARTIAL DESTRUCTION OF PREMISES

A. Partial destruction of the demised premises shall not render this lease agreement void or voidable, nor terminate it except as specifically provided in this lease agreement. If the demised premises are partially destroyed during the term of this lease agreement, lessors shall repair them when such repairs can be made in conformity with governmental laws and regulations, within a reasonable period of time. Written notice of the intention of lessors to repair shall be given to lessee within ten business days after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the demised premises by lessee. If the repairs cannot be made within a reasonable time, either party shall have the option to terminate this lease agreement.

B. Disputes between lessors and lessee relating to provisions of this section shall be arbitrated. The parties shall each select an arbitrator, and the two arbitrators selected shall together select a third arbitrator. The three arbitrators shall determine the dispute, and their decisions shall be binding on the parties. The parties shall divide the costs of arbitration equally between them.

SECTION TWELVE

ENTRY ON PREMISES BY LESSORS

Lessors reserves the right to enter on the demised premises at reasonable times to inspect them and lessee shall permit lessors to do so.

SECTION THIRTEEN

SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE

Lessee shall not construct nor place signs, awnings, marquees, nor other structures projecting from the exterior of the demised premises without the prior, express, and written consent of lessors.

SECTION FOURTEEN

BUSINESS SALE SIGNS

Lessee shall not conduct "Going out of Business," "Lost Our Lease," "Bankruptcy," or other sales of that nature on the demised premises without the written consent of lessors.

SECTION FIFTEEN

NONLIABILITY OF LESSORS FOR DAMAGES

Lessors shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the demised premises by lessee. Lessee shall indemnify lessors from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

SECTION SIXTEEN

LIABILITY INSURANCE

A. Lessee shall procure and maintain in force at its expense during the term of this lease agreement and any extension of such term, public liability insurance with insurers and through brokers approved by lessors. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the demised premises, in a minimum amount of \$1,000,000 for each person injured, \$1,000,000 for any one accident, and replacement cost for property damage. The insurance policies shall provide coverage for contingent liability of lessors on any claims or losses. The insurance policies shall be delivered to lessors for safekeeping. Lessee shall obtain a written obligation from the insurers to notify lessors in writing at least thirty calendar days prior to cancellation or refusal to renew any policy.

B. If the insurance policies required by this section are not kept in force during the entire term of this lease agreement or any extension of such term, lessors may procure the necessary insurance and pay the premium for it, and the premium shall be repaid to lessors as an additional rent installment for the month following the date on which the premiums were paid by lessors.

SECTION SEVENTEEN

ASSIGNMENT, SUBLEASE, OR LICENSE

A. Lessee shall not assign or sublease the demised premises, or any right or privilege connected with the demised premises, or allow any other person except agents and employees of lessee to occupy the demised premises or any part of the demised premises without first obtaining the written consent of lessors. A consent by lessors shall not be a consent to a subsequent assignment, sublease, or occupation by other persons.

B. An unauthorized assignment, sublease, or license to occupy by lessee shall be void and shall terminate this lease agreement at the option of lessors.

C. The interest of lessee in this lease agreement is not assignable by operation of law without the written consent of lessors.

SECTION EIGHTEEN

REMEDIES OF LESSORS FOR BREACH BY LESSEE

Lessors shall have the following remedies in addition to their other rights and remedies in the event lessee breaches this lease agreement and fails to timely cure such default:

In the event of a breach of this lease other than the obligation to pay rent the lessors may cure such breach themselves and impose the cost thereof as additional rent, amortizable over the then balance of the lease term including a reasonable interest component. Alternatively, lessors may treat the breach as being the equivalent of a breach relating to the payment of rent.

In the event of a breach of this lease relating to the payment of rent, lessors may retake possession of the property and relet it, without such action relieving lessee of its obligation under this lease. In the event of such repossession and reletting the lessee shall be obligated to the lessors for (1) the amounts then presently owing under the lease, whether liquidated

or non-liquidated, and (2) all future payments of rent due under the lease, discounted to a net present worth value by means of a calculation thereof which employs a then reasonable rate of interest, less the net present worth value of the rent payments due under the reletting, calculated at the same rate of interest. Alternatively, lessors may retake possession of the property with or without reletting it, and may treat this lease as entirely terminated, except for the obligation on the part of the lessee to pay to lessors all amounts then presently owing under the lease, whether liquidated or non-liquidated.

Before availing themselves of the rights exercisable by them under this section, lessors shall provide lessee with five business days written notice of the claimed breach of the lease upon which the lessors intend to act, and lessee shall have five business days after their receipt of such notice to cure the breach.

SECTION NINETEEN

CONDEMNATION

Eminent domain proceedings resulting in the condemnation of a part of the demised premises, but leaving the remaining premises reasonably usable by lessee for the purposes of its business, will not terminate this lease agreement. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate this lease agreement as to the portion of the demised premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the demised premises has been reduced for the business purposes of lessee. Lessee assigns and transfers to lessors any claim it may have to compensation for damages as a result of any condemnation.

SECTION TWENTY

WAIVERS

Waiver by lessors of any breach of any covenant or duty of lessee under this lease is not a waiver of a breach of any other covenant or duty of lessee, or of any subsequent breach of the same covenant or duty.

In witness, each party to this lease agreement has caused it to be executed at Minot, North Dakota, on the dates indicated below.



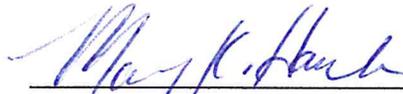
Allan F. Hauck, President
BWR-Bismarck, Inc.

Dated: 6/24/16



Allan F. Hauck, President
A&M Hauck Investments, LLC

Dated: 6/24/16



Mary K. Hauck, Secretary & Treasurer
A&M Hauck Investments, LLC

Dated: 6-24-2016



License Reviews

City of Bismarck

License Number: **LIQ2016-00117**

Licensee Name: **BUFFALO WINGS & RINGS**

Applied: **7/25/2016**

Issued:

Site Address: **4424 N 15TH ST**

Expired:

City, State Zip Code: **BISMARCK, ND 58503**

Status: **PENDING**

Applicant: **HAUCK, ALLAN F**

Parent License:

Owner: **A & M HAUCK INVESTMENTS LLC**

Contractor: **<NONE>**

Details:

NEW CLASS F-1 LIQUOR LICENSE APP

LIST OF REVIEWS

SENT DATE	RETURNED DATE	DUE DATE	TYPE	CONTACT	STATUS	REMARKS
Review Group: ADMIN-POLICE						
7/25/2016	7/26/2016	7/26/2016	COMPLETENESS CHECK POLICE	Tara Axtman	COMPLETE	background complete
Notes:						
7/26/2016	7/26/2016	7/27/2016	LT REVIEW	Gary Malo	COMPLETE	
Notes: Diagram attached. Owners have clear records. No manager listed as the building is being built and won't be open for business until 2017. Once a manager is identified a criminal history will be ran. Forward to DC.						
Review Group: AUTO						
7/25/2016	7/25/2016	7/26/2016	COMPLETENESS CHECK ADMIN	Marla Schroeder	COMPLETE	
Notes:						
7/26/2016	7/26/2016	7/27/2016	DC REVIEW	Randy Ziegler	COMPLETE	
Notes: No manager listed as the building is being built and won't be open for business until 2017. Once a manager is identified a criminal history will be ran. Forward to Chief.						
7/26/2016	8/1/2016	7/27/2016	CHIEF REVIEW	Dan Donlin	APPROVED W/CONDITIONS	
Notes: Cannot completely approve until manager is identified and a background check is completed.						
Dan						



License Reviews City of Bismarck

8/1/2016	8/1/2016	8/2/2016	CITY ADMIN	Jason Tomanek	APPROVED	
Notes: Based on PD's review and approval, Administration approves.						
8/1/2016	8/8/2016	8/2/2016	COMPLETENESS CHECK FINAL	Marla Schroeder	COMPLETE	
Notes:						