

APPLICATION FOR CHANGE OF LOCATION TO LIQUOR LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov

Office Use	RECEIVED
	NOV 15 2011
	NEBRASKA LIQUOR CONTROL COMMISSION

*jackie*

*Submitting*

① lease? *no*

② one story? *yes*

③ basement? *no*

④ outdoor area? *no*

Application needs to include the following:

- Must include processing fee of \$45.00 made payable to Nebraska Liquor Control Commission
- Must include a copy of the lease, deed or purchase agreement showing ownership of new location
  - Document must show ownership in name of licensee, if licensed as corporation or LLC must show that name
- Must include simple sketch showing new building, must include outside dimensions in feet (not square feet), direction north, if it's a one or two story building, if there is a basement. No blue prints.
- May include a letter of explanation

*jm*

LIQUOR LICENSE # 54968 I

LICENSEE NAME Rodriguez Restaurant, Inc. Rodriguez Restaurante Inc

TRADE NAME Premier Night Club

CURRENTLY LICENSED ADDRESS 501 Plum Creek Parkway

CITY Lexington, NE 68850 Dawson County

CONTACT PERSON Juan Rodriguez or Atty. Derek L. Mitchell

CONTACT PERSON PHONE NUMBER Juan-308-320-4471 Derek-308-324-6909

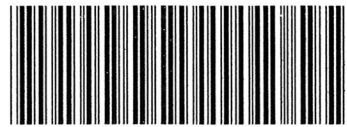
Change of location application will not be accepted if moving to a different jurisdiction (i.e. city or county), a new application will need to be filed.

Complete the following questions:

1. What is the new address? 111 E. 6th St.
2. City Lexington County Dawson
3. When do you expect on moving to new location? As soon as possible on approval

*CK #3040  
\$45-mm*

*received*



1100019230

Hilda Rodriguez

Print Name of Signature

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NEBRASKA LIQUOR  
CONTROL COMMISSION

x Hilda M Rodriguez

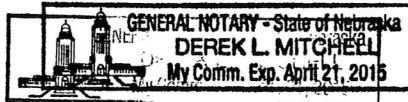
Signature of Licensee or Officer

State of Nebraska

County of Dawson

The forgoing instrument was acknowledge before  
me this \_\_\_\_\_

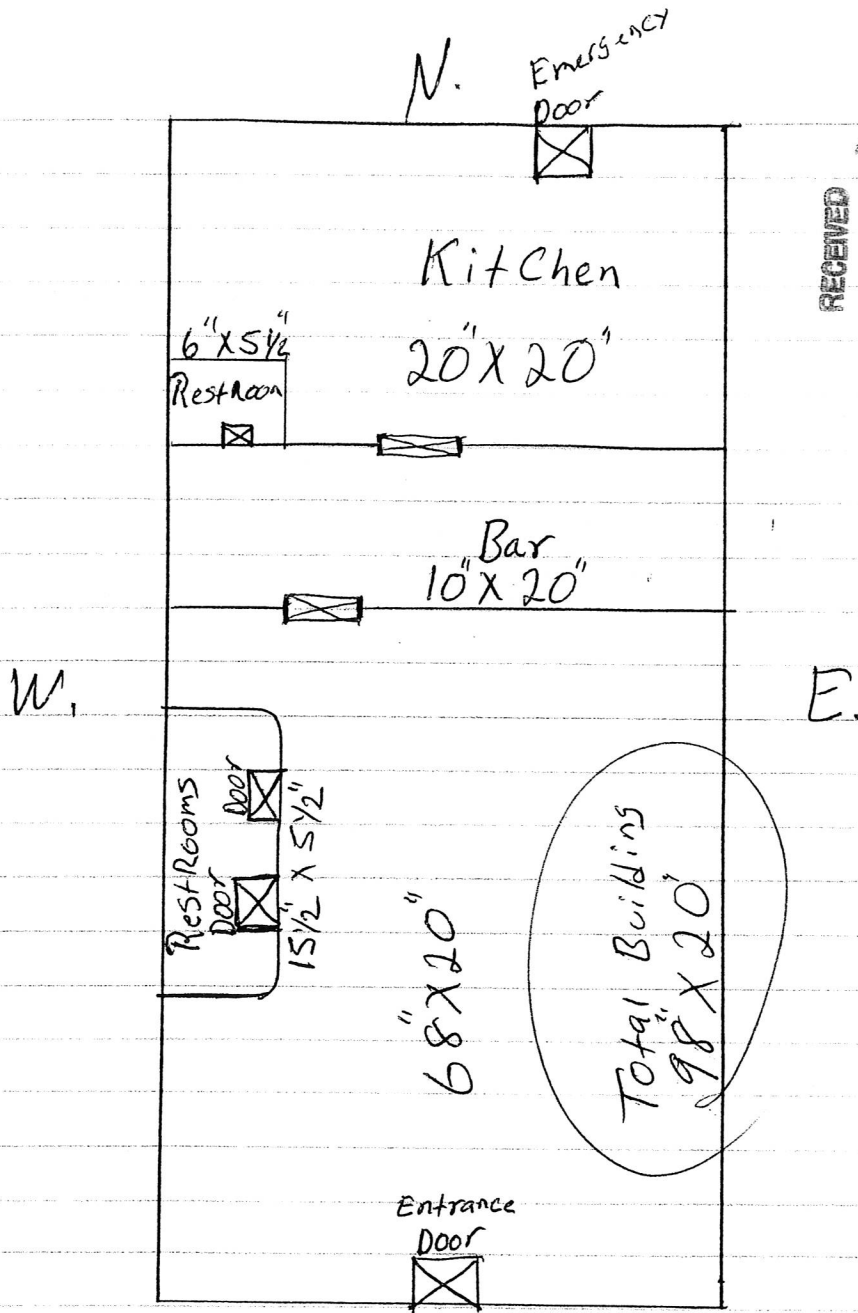
Date



Derek Mitchell

Notary Public Signature

Affix Seal Here



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NOV 15 2011

NEBRASKA LIQUOR  
CONTROL COMMISSION

111 E. 6th St.  
Lexington NE. 68850 S.

current sketch

## LEASE

THIS LEASE is made and entered into this 19 day of November, 2011 between Juan Rodriguez and Hilda Rodriguez, husband and wife (Landlords) and Rodriguez, Restaurante, Inc., a Nebraska Corporation (Tenants)

WITNESSETH:Premises

Whereas, Landlords are the owners of certain commercial real estate and hereby lease to Tenants the following described property located in the City of Lexington, Dawson County, Nebraska:

**The premises located at the East Ten (10) feet of Lot Nine (9) and the West (10) feet of Lot Ten (10), Block Thirty-six (36), Original Town of Plum Creek, now City of Lexington, Dawson County, Nebraska,**

Whereas, the Rodriguez' desire to lease the real estate and to Rodriguez Restaurante, Inc., and Rodriguez Restaurante, Inc., desires to lease the same from the Rodriguez' on the following terms and conditions:

IT IS THEREFORE, AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1) **Term:** This Lease shall be for a term three years beginning on the 1st day of November, 2011 and ending on the 30<sup>th</sup> day of November, 2099, unless extended or terminated as herein provided. The Landlords agree that provided all terms and conditions of the lease are met during the first three years, the Tenants shall have the first option to lease the premises for an additional three-year period according to the same terms and conditions as set forth herein. If all of the terms and conditions of the lease are met during the option period, Tenants shall have the option to renew the lease for a second one-year period according to the same terms and conditions as set forth herein. Tenants shall give the Landlords, at least sixty (60) days notice prior to the expiration of the lease term of Tenants desire to continue the lease term for an additional three-year period.
- 2) **Lease Payments:** Tenants agree to pay Landlords as rent for the use of the premises at the principal residence of Landlords, 1102 Colonial Court, Lexington, NE 68850 or at such other place as Landlords may from time to time designate in writing in lawful money of the United States for each year during the term of this Lease the sum of payable in advance, in monthly installments at the rate of \$1.00 per month with first payment being paid on or before the 1<sup>st</sup> day of November, 2011 and subsequent payments being due on the 1<sup>st</sup> day of each and every month thereafter for the duration of the lease.

3) **Care of Premises:**

- a) Tenants shall continuously use and occupy the premises for a restaurant and liquor establishment and for no other purpose without written consent of the Landlords.
- b) Tenants shall comply with all laws, ordinances and regulations promulgated by duly constituted governmental authority affecting the cleanliness, safety, use and occupation of the Premises.
- c) Tenants shall perform no acts nor carry on any practices which may injure the building or be a nuisance or menace to other tenants; and
- d) Tenants shall keep the premises under its control, and the sidewalks adjacent thereto clean and free from ice, snow, dirt, and rubbish at all times:

4) **Repairs and Alterations:**

- a) Landlords Repairs. Landlords shall keep the foundations, structural columns and beams, exterior walls (including plate glass doors or windows) and roof of the building on the Premises and sidewalks adjacent thereto in good repair.
- b) Tenants Repairs. Except as otherwise provided in of this Article, Tenant agrees at Tenants expense at all times to keep the premises and appurtenances thereto in good order, condition and repair, clean, sanitary and safe.
- c) Alterations. Tenants shall not make any other alterations, additions, improvements or changes affecting the building or the Premises without in each instance obtaining the prior written consent therefor from Landlords, and if such consent is obtained, Tenants shall furnish indemnification against liens, costs, damages, and expenses as may be required by Landlords. All alterations, additions and improvements (other than trade fixtures) which may be made or installed upon the Premises shall remain upon and be surrendered with them as a part thereof at the termination of this Lease.

5) **Access:** Landlords, or their authorized representative, shall have the right to inspect the Premises at all reasonable times; and, during the last thirty days of the lease term, Landlords may post in or about the Premises For Rent signs and enter upon and exhibit the Premises to prospective tenants or purchasers.

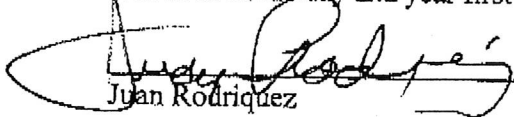
6) **Utilities:** Tenants agree to pay all charges for utilities serving the Premises including water, gas, electricity, telephone, sewer use fees and refuse removal.

7) Taxes:

- a) Personal Property: Tenants shall pay or cause to be paid promptly when due all taxes levied against personal property placed by Tenants in or about the Premises.
- (b) Real Property Taxes. Landlords shall pay before delinquency all real estate taxes and special assessments which may be levied or assessed against the Premises.

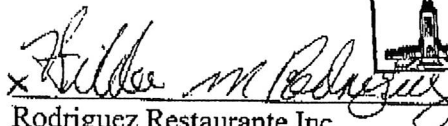
8) Waiver of Claims and Indemnity: All personal property on the Premises shall be at the risk of the Tenants, and Landlords shall not be liable for any damages to said personal property, to the Tenants or to any other person caused by water, steam, sewerage, gas or odors or by any negligence or act of other tenants, occupants or any other person or caused in any manner whatsoever except loss caused by Landlords' negligence or breach of this Lease. Tenants covenant to indemnify and hold Landlords harmless from all claims, demands, or actions for injury to, or death of any person or loss to or damage to, property in or about the Premises and adjacent ways and sidewalks, including the person and property of Tenants, its employees, agents, invitees, licensees, or others, caused or asserted by reason of the breach or violation of any of the agreements, covenants or other provisions of this Lease by Tenants, such indemnity to include the cost, expense and attorney's fees reasonably incurred by Landlords. Nothing in this Article shall inure to the benefit of a third party.

IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof as of the day and year first above written.

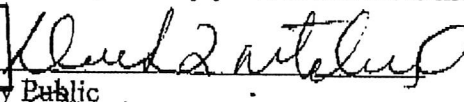
  
 Juan Rodriguez

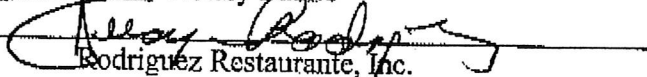
  
 Hilda Rodriguez, Landlords

Subscribed and sworn to before me this 19 day of November, 2011 by persons known to me as Juan and Hilda Rodriguez.

  
 Rodriguez Restaurante Inc.  
 Hilda Rodriguez, President

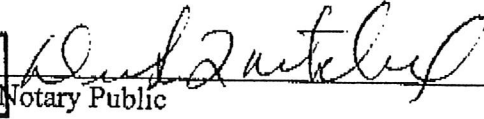
GENERAL NOTARY - State of Nebraska  
 DEREK L. MITCHELL  
 My Comm. Exp. April 21, 2015

  
 Notary Public

  
 Rodriguez Restaurante, Inc.  
 Juan Rodriguez, Secretary-Treasurer

Subscribed and sworn to before me this 19 day of November, 2011 by a persons known to me as Hilda Rodriguez, President of Rodriguez Restaurante Inc., and Juan Rodriguez, Secretary-Treasurer of Rodriguez Restaurante, Inc.

GENERAL NOTARY - State of Nebraska  
 DEREK L. MITCHELL  
 My Comm. Exp. April 21, 2015

  
 Notary Public