

State of Arizona
Department of Liquor Licenses and Control

Created 03/29/2024 @ 11:35:27 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	MACAYOS MEXICAN FOOD		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1474 N LITCHFIELD ROAD GOODYEAR, AZ 85338 USA		
Mailing Address:			
Phone:	(623)209-7000		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLaw.COM		

Mixed Cocktails To Go Privilege Leased from License 06080001

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLaw.COM

OWNER

Name:	MACAYO RESTAURANT GROUP LLC		
Contact Name:	ANDREA LEWKOWITZ		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23648153	State of Incorporation:	WY
Incorporation Date:	03/20/2024		
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLaw.COM		

Officers / Stockholders

Name:	Title:	% Interest:
FARNHAM RESTAURANT GROUP LLC	Member	100.00

FARNHAM RESTAURANT GROUP LLC - Member

Name: 33 NORTH LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

FARNHAM RESTAURANT GROUP LLC - Member

Name: ALLYSON AVERY FARNHAM
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)622-2049
Alt. Phone: (602)209-7000
Email: ALLYSONFARNHAM@GMAIL.COM

FARNHAM RESTAURANT GROUP LLC - Member

Name: LUCAS LEE FARNHAM
Gender: Male
Correspondence Address: 18852 N 98TH STREET
SCOTTSDALE, AZ 85255
USA
Phone: (719)375-9104
Alt. Phone:
Email: LUCAS@HORIZONHOSPITALITYINC.COM

33 NORTH LLC - Member

Name: FF ADVENTURE TRUST
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MACAYO RESTAURANT GROUP LLC - Member

Name: FARNHAM RESTAURANT GROUP LLC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MANAGERS

Name: FF MGMT LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

Name: DANIEL RICHARD MEDINA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)413-3558
Alt. Phone:
Email: DMEDINA@KINDHOSPITALITY.COM

APPLICATION INFORMATION

Application Number: 286706
Application Type: New Application
Created Date: 03/10/2024

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
TERMINATION AND/OR OTHER MONETARY PENALTIES
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0.00
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
RESTAURANT

Mixed Cocktails To Go

- 1) Did you complete the Restaurant Lease of Mixed-Cocktails for Off-Premises Consumption?
Yes
A Document of type LEASE - MIXED COCKTAILS TO GO is required.

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	Gdyr_Agt ADL (Ctn).pdf	03/10/2024
QUESTIONNAIRE	Gdyr_Agt ADL (Q).pdf	03/10/2024
RECORDS REQUIRED FOR AUDIT	Gdyr_Audit.pdf	03/10/2024
LEASE - MIXED COCKTAILS TO GO	Gdyr_CTG app+lease.pdf	03/10/2024
DIAGRAM/FLOOR PLAN	Gdyr_diagram.pdf	03/10/2024
MENU	Gdyr_Menu.pdf	03/10/2024
RESTAURANT OPERATION PLAN	Gdyr_ROP.pdf	03/10/2024
INTERIM PERMIT (INP) NOTARY PAGE	Gdyr_INP pg_PENDING.pdf	03/11/2024

State of Arizona
Department of Liquor Licenses and Control

Created 03/29/2024 @ 11:36:19 AM

Local Governing Body Report

LICENSE

Number:	INP070027711	Type:	INP INTERIM PERMIT
Name:	MACAYOS MEXICAN FOOD		
State:	Active		
Issue Date:	03/29/2024	Expiration Date:	07/12/2024
Original Issue Date:	03/29/2024		
Location:	1474 N LITCHFIELD ROAD GOODYEAR, AZ 85338 USA		
Mailing Address:			
Phone:	(623)209-7000		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLaw.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLaw.COM

OWNER

Name:	MACAYO RESTAURANT GROUP LLC		
Contact Name:	ANDREA LEWKOWITZ		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23648153	State of Incorporation:	WY
Incorporation Date:	03/20/2024		
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLaw.COM		

Officers / Stockholders

Name:
FARNHAM RESTAURANT GROUP LLC

Title:
Member

% Interest:
100.00

FARNHAM RESTAURANT GROUP LLC - Member

Name: 33 NORTH LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

FARNHAM RESTAURANT GROUP LLC - Member

Name: ALLYSON AVERY FARNHAM
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)622-2049
Alt. Phone: (602)209-7000
Email: ALLYSONFARNHAM@GMAIL.COM

FARNHAM RESTAURANT GROUP LLC - Member

Name: LUCAS LEE FARNHAM
Gender: Male
Correspondence Address: 18852 N 98TH STREET
SCOTTSDALE, AZ 85255
USA
Phone: (719)375-9104
Alt. Phone:
Email: LUCAS@HORIZONHOSPITALITYINC.COM

33 NORTH LLC - Member

Name: FF ADVENTURE TRUST
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MACAYO RESTAURANT GROUP LLC - Member

Name: FARNHAM RESTAURANT GROUP LLC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MANAGERS

Name: FF MGMT LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

Name: DANIEL RICHARD MEDINA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)413-3558
Alt. Phone:
Email: DMEDINA@KINDHOSPITALITY.COM

APPLICATION INFORMATION

Application Number: 286893
Application Type: New Application
Created Date: 03/11/2024

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location 012070026664
- 2) Is the license currently in use? NO
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?

yes

(GOODYEAR)



Interim Permit (INP) Notary Page

FOR DLLC USE ONLY

INP number:
Date Approved:
Expiration:
CSR:
Fee: \$100.00

286706

SECTION 5 page 2 of the license application

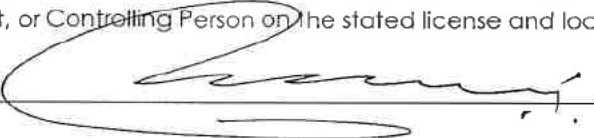
For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. § 4-203.01 (A)

1. Enter license number currently at the location: 012070026664 + CTG070027138

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? _____

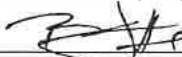
I, (Print Full Name) NAVAYOGASINGAM THURAISSINGAM hereby declare that I am the Individual, Owner, Agent, or Controlling Person on the stated license and location.

Signature: 

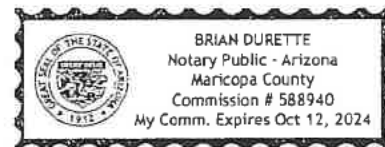
State of Arizona

County of Maricopa

Signed before me on this 21 day of MARCH, 2024.

Notary Signature 

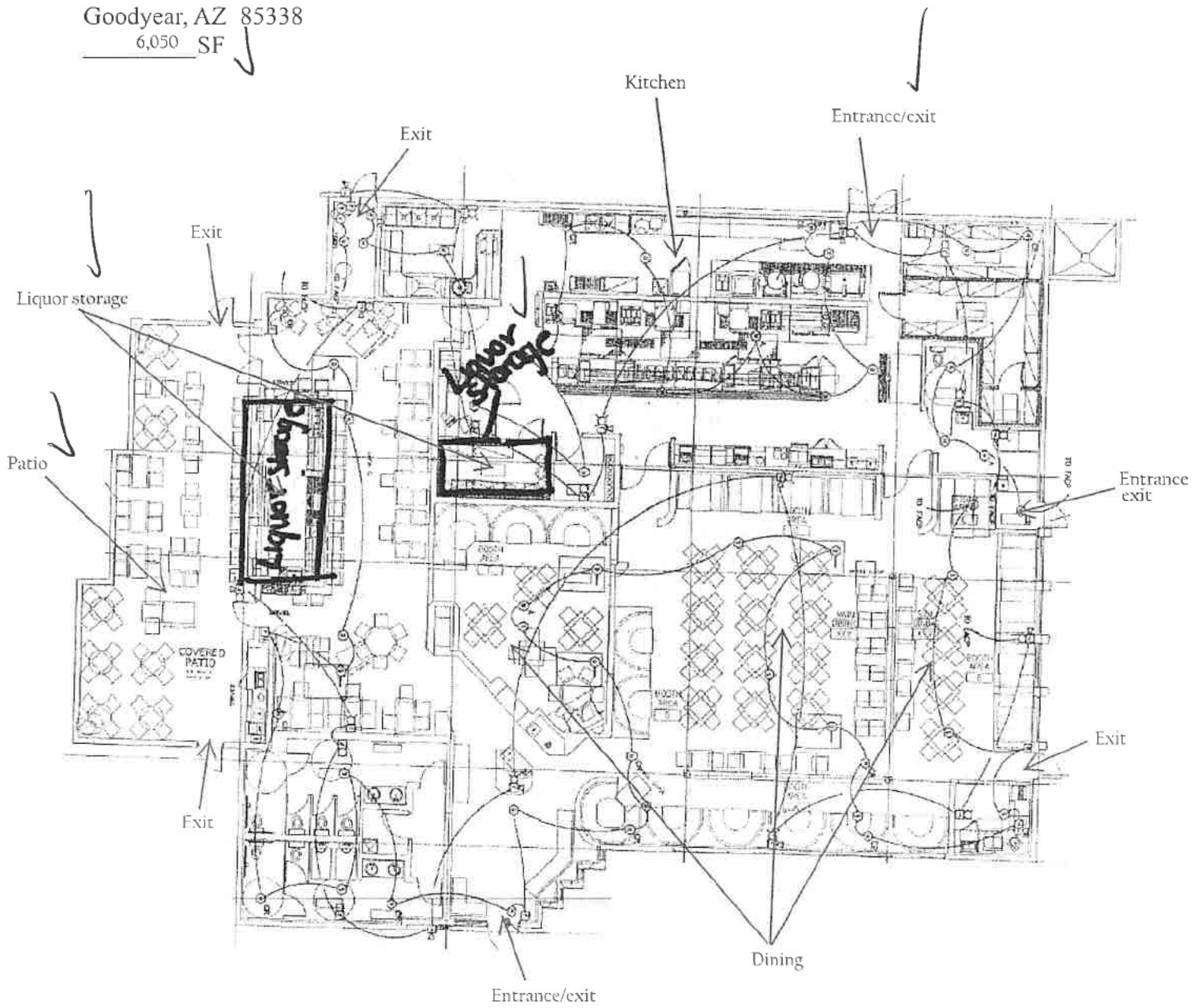
My commission expires on 10 / 12 / 24



Notary Seal

24 MAR 22 Liq. Lic. RM1040

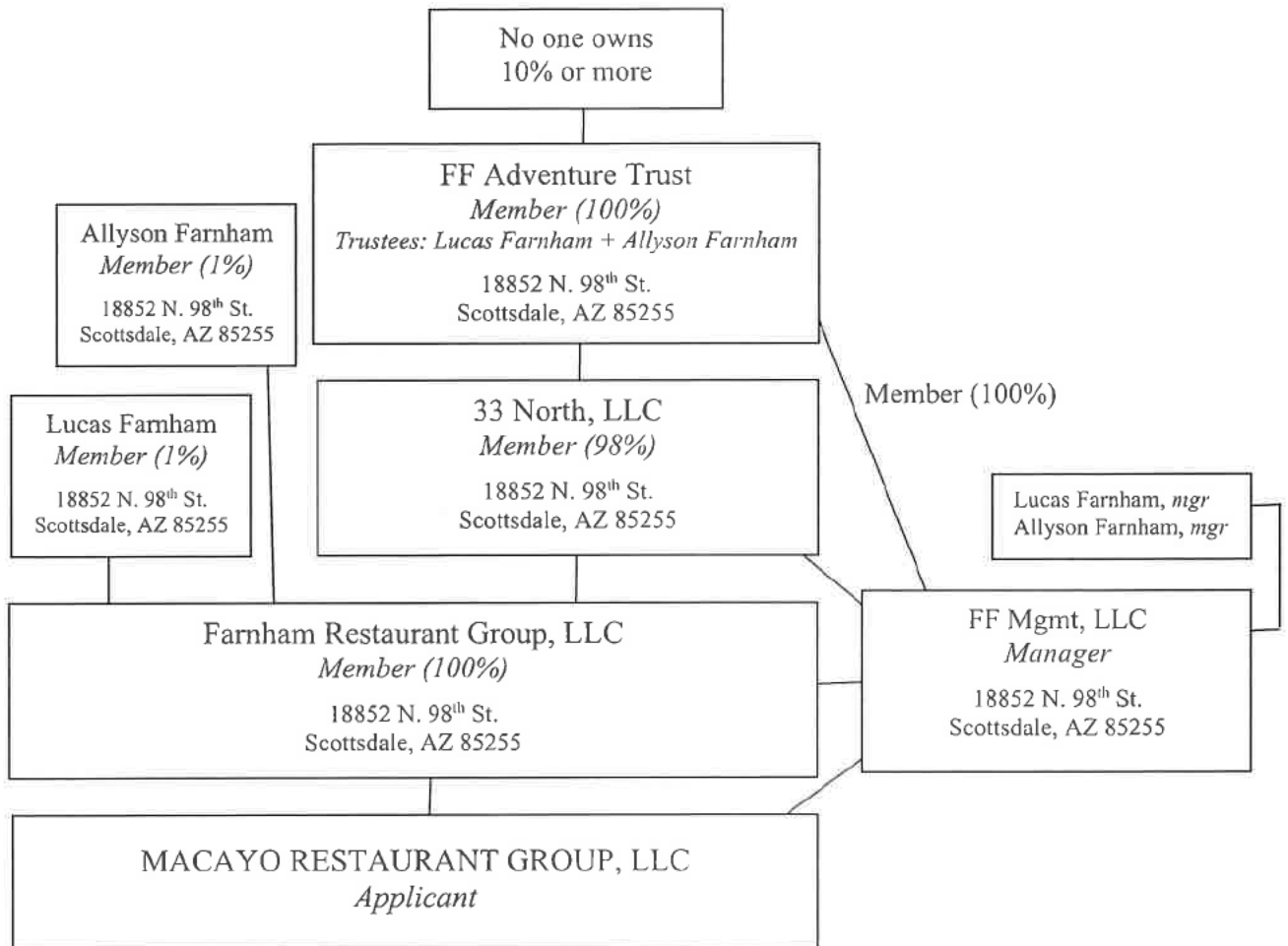
Macayo's Mexican Food
1474 N. Litchfield Road
Goodyear, AZ 85338
6,050 SF



MACAYO RESTAURANT GROUP, LLC

AzCC file no. 23648153 | 2/27/2024 (WY)

Ownership Chart | 03/22/2024



For The Table

Macayo's Famous Cheese Crisp 8.99
Toasted flour tortilla, layers of melted cheese
Green Chile Roasted Green Chiles 9.59

Homemade Guacamole 10.29
Fresh avocado, serranos, red onions, lime juice, cilantro.
Topped with queso fresco and Pico de Gallo

Spinach con Queso
Creamy cheese dip, Baja sauce, spinach, Pico de Gallo
Cup 6.75 • Bowl 10.75

Carne Asada Fries 10.59
Hand-cut French fries topped with Grilled Angus Steak,
mixed cheese, sour cream, guacamole & Pico de Gallo

Mexican Corn 6.49
Roasted corn served off the cob, topped with
queso fresco, mayo crema & Pepe's Picante Salsa

Green Corn Tamale Bites 8.29
Bite-sized green corn tamales, battered &
deep fried, served with our famous Baja sauce

ENSALADAS

Served with your choice of dressing
Ranch • Cilantro Ranch • Cilantro Lime • Italian

Harvest Chopped Salad 11.99 ‡
Fire-roasted poblano chile, red bell pepper, grilled corn,
black beans, Mexican cheese & diced avocado on
romaine lettuce & shredded cabbage
Grilled Chicken +3.99
Grilled Angus Steak or Grilled Shrimp +4.59

Fiesta Salad 11.99 ‡
Fresh greens, black beans, mixed cheese,
Pico de Gallo, served in a taco shell
Grilled Chicken +3.99 or Grilled Angus Steak +4.59

Fajita Bowl ‡
Fajita vegetables, rice, refried beans, mixed cheese, guacamole
sour cream & Pico de Gallo
Grilled Chicken 12.99 or Grilled Angus Steak 13.59

Chipotle BBQ Chicken Salad 13.99
Chipotle BBQ grilled chicken, fresh greens, Pico de Gallo,
black beans, Jack cheese

SOPA

Tortilla Soup
Chicken, fresh avocado, rich broth, tortilla strips, mixed cheese
Cup 5.29 • Bowl 7.79

LADOS

0.99 Pico de Gallo • Tomatillo Salsa • Picante Salsa
1.99 Sour Cream • Mixed Cheese

3.29 Refried Beans • Black Beans • Mexican Rice
Guacamole • Baja Sauce • Calabacitas

Platos Pequeños

Red Corn Chicken Taquitos 11.59
Shredded chicken wrapped in our signature red chile corn
tortillas topped with Baja sauce, Jack cheese, Pico de Gallo

Mini Chimichangas 11.59
Bite-sized beef or chicken chimis served with sour cream,
guacamole, mixed cheese, Pico de Gallo

Flauta de Mexico 10.99
Shredded beef flautas topped with sour cream, guacamole,
mixed cheese, Pico de Gallo

Combo Plate 13.99
The perfect sampler plate! Chicken Mini Chimis, Beef Mini
Chimis, Red Corn Chicken Taquitos, Green Corn Tamale Bites,
Spinach con Queso

Nachos Supreme 14.99
House chips, shredded beef or shredded chicken,
mixed cheese, sour cream, guacamole, refried beans,
tomatoes, jalapeños upon request

TACOS

Served on warm corn tortillas with
rice & refried beans. Sub Calabacitas +0.59.
Tomatillo salsa or Picante salsa available upon request

Grilled Tacos ‡ ‡
Grilled Chicken 14.99 or Grilled Angus Steak 15.99,
topped with shredded cabbage & Pico de Gallo

Seasonal Fish Tacos 15.59
Choice of marinated, grilled fish or lightly battered
fish topped with chipotle crema, shredded cabbage
& Pico de Gallo

Grilled Shrimp Tacos 15.59
Marinated, grilled shrimp topped with chipotle crema,
shredded cabbage & Pico de Gallo

Veggie Tacos 12.99
Black beans, calabacitas, Jack cheese,
spinach, guacamole

MEX-N-MATCH

1 Item & 1 Side 10.49 or 2 Sides 12.49
2 Items & 1 Side 14.49 or 2 Sides 15.49

Tacos: Shredded Beef • Shredded Chicken
Ground Beef • Carnitas

Enchiladas: Cheese • Shredded Beef
Shredded Chicken • Carnitas • Baja Spinach

Tostadas: Refried Beans • Black Beans • Guacamole
Shredded Beef & Bean • Shredded Chicken & Bean

Burros: Bean & Cheese
Shredded Beef • Ground Beef • Shredded Chicken
Carnitas • Red Chile • Green Chile Pork Stew

Sides: Rice • Refried Beans • Black Beans
Calabacitas • Cup of Tortilla Soup

🌀 Fajitas 🌀

Fajitas de Macayo ‡ †
Vegetables 13.99 • Chicken 17.99 • Steak or Shrimp 19.99
With fresh vegetables, sour cream, guacamole,
Pico de Gallo, refried beans

Fajita Quesadilla ‡ †
Grilled Chicken 14.99 • Grilled Angus Steak 15.99
Grilled flour tortilla, fresh vegetables, mixed cheese,
guacamole, sour cream, rice & refried beans

Enchiladas

Rolls in corn tortillas, served with rice and black beans

Verde Shrimp Enchiladas 16.99 🍴
Sautéed shrimp with green chiles and onions topped
with fire-roasted Tomatillo sauce and Jack cheese

Baja Verde Carnitas Enchiladas 15.99 🍴
Carnitas topped with fire-roasted Tomatillo sauce,
Baja sauce and Jack cheese

Sonoran Enchilada Trio 17.29 🍴
Beef enchilada with Tomatillo sauce • Chicken enchilada
with Baja sauce • Cheese enchilada with red sauce

Veggie Enchiladas 12.99 🍴
Calabacitas, spinach & black beans topped with fire-roasted
Tomatillo salsa, sour cream & Jack cheese

ESPECIALES de Macayo

Tres Rellenos 17.29
3 roasted Anaheim chiles, mixed cheese with red enchilada
sauce, carnitas with fire-roasted Tomatillo salsa, shredded
chicken with Baja sauce with rice and black beans

Carnitas Dinner 16.99
Pork carnitas, sour cream, rice, refried beans,
Pico de Gallo, flour tortillas

Chicken Poblano 15.99 🍴
Lightly breaded Poblano chile stuffed with
shredded chicken, served with Baja sauce, red enchilada sauce,
Jack cheese, tomatoes, rice and refried beans

Tamale Dinner*
One Tamale 12.59 • Two Tamales 14.99
Beef or green corn tamale, rice, refried beans, choice of red,
Tomatillo sauce or Baja sauce

Hand-Dipped Relleno
Our original recipe, prepared fresh every day!

One Relleno 13.99 • Two Rellenos 15.99
Jack cheese stuffed in an Anaheim chile,
battered & hand-dipped, rice, refried beans, fire-roasted
Tomatillo or Relleno sauce

Green Chile Pork Stew 11.99 🍴
Pork sirloin, fire-roasted poblano chile, tomatillo, jalapeño,
onion & cilantro. Topped with shredded cabbage &
Pico de Gallo. Served with black beans & warm flour tortillas



Macayo's Original CHIMICHANGA

Legend has it our founder invented the chimichanga back in 1946!

Chimi de Macayo: Shredded beef, chicken or carnitas in a crispy flour tortilla, smothered in zesty Relleno sauce,
topped with sour cream, mixed cheese & Pico de Gallo. Choice of rice or refried beans 14.59

Baja Chimi: Zesty Relleno sauce, topped with our famous Baja sauce, Jack cheese & Pico de Gallo. Choice of rice or refried beans 14.59

Grande Dinner or Baja Grande Dinner: With Everything Rice, refried beans & guacamole 16.99

Carne Asada Chimi: Grilled Angus Steak in a crispy flour tortilla, smothered in Spinach con Queso,
topped with Pico de Gallo, with rice & refried beans 17.99 ‡ †

BURROS

California Burro 10.99
Mexican rice, refried beans, sour cream, guacamole,
mixed cheese, lettuce & tomatoes wrapped in a flour tortilla.
Served with a side of Pico de Gallo
Grilled Chicken +3.99 or Grilled Angus Steak +4.59

Green Chile Pork or Red Chile Burro 12.99 🍴
Green chile pork or red chile wrapped in a warm
flour tortilla, served with rice and refried beans.

Pollo Blanco Burro 12.99
Shredded chicken, rice, black beans & Baja sauce wrapped
in a flour tortilla. Served with fire-roasted Tomatillo salsa.

Baja Burro 🍴
Shredded Chicken 14.59 or Shredded Beef 15.79
Wrapped in a flour tortilla, deep fried, smothered in our famous
Baja sauce & Jack cheese. Served with rice and refried beans

Carne Asada Burro 16.99 ‡ †
Grilled Angus Steak, Pico de Gallo, mixed cheese
wrapped in a flour tortilla. Served with rice & refried beans
Guac & Sour Cream inside +1.49 each

🌀 Dessert 🌀

Macayo's Fried Ice Cream 6.99
Crispy coated vanilla ice cream, honey,
Chocolate Fudge or Strawberries + 0.99

Enchiladas Dulces 6.99
Diced apples & cream cheese wrapped in a flour tortilla,
lightly fried, coated in cinnamon & sugar. Served with vanilla
ice cream, chocolate sauce & homemade Mexican caramel

Flan 5.99
Served in a mason jar, Mexican caramel,
whipped cream & Mexican cookie

Chocolate Mini Chimis 6.99
Bite-size chocolate chimis, served with vanilla ice cream
& chocolate fudge drizzle

Sopapillas 5.29
Topped with powdered sugar. Honey on the side

Churros 5.29
Original or Caramel filled, choice of dipping sauce
Add a scoop of ice cream +0.99

Handcrafted COCKTAILS

Mule-Jito 9.99

Hornitos Plata, Licor 43, Coconut Water, Ginger Beer, Freshly Squeezed Lime Juice, Mint

Tennessee Iced Tea 8.79

Jack Daniels, Freshly Brewed Iced Tea, House Made Sweet & Sour, Peach

Tito's Sunshine 8.79

Tito's Handmade Vodka, Chambord, House Made Sweet & Sour, Fresh Lemon

Red Sangria

Merlot, Don Q Pasion Rum, Chambord, Orange Juice
Glass 8 • Carafe 28

White Sangria

SeaGlass Sauvignon Blanc, Don Q Pasion Rum,
Bols Peach, Orange Juice
Glass 8 • Carafe 28

Specialty MARGARITAS

Cucumber Cilantro Margarita 9.99

Herradura Silver, Bols Triple Sec, House Made Sweet & Sour,
Fresh Cucumber, Cilantro & Jalapeño

Paloma 8.99

Corazon Blanco, Bols Elderflower, Agave, Freshly Squeezed
Lime Juice, Jarritos Grapfruit Soda

Wildberry Margarita 9.49

Served Frozen, 1800 Reposado, Bols Elderflower, Strawberry,
Blackberry, Raspberry

MACAYO Favorites

Texas Margarita 10.29

1800 Reposado, Grand Marnier, Orange Juice

Arizona Sunset Margarita 9.99

Espolon Reposado, Cointreau, Bols Peach, Cranberry Juice

Prickly Pear Margarita 8.99

El Jimador Reposado, Bols Triple Sec, Desert Pear

MARGARITA Classics

Perfect Patrón Margarita 10.59

Hand Shaken Table Side, Patrón Silver, Patrón Citronge Lime, House
Made Sweet & Sour

Grand Margarita 10.29

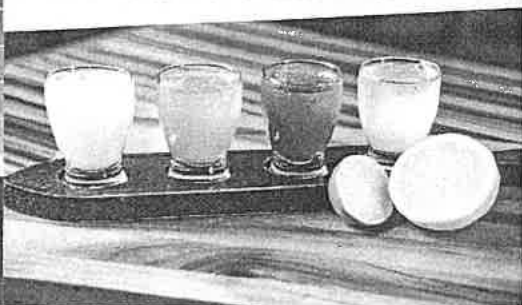
Cabo Wabo Blanco, House Made Sweet & Sour, Grand Marnier Float

Margarita Flight

Pick Any Four 9.99

House • Apple • Mango • Peach • Prickly Pear
Raspberry • Strawberry • Wildberry

'24 MAR 22 Liq. Lic. PM10:41



TEQUILAS

1800 Reposado

Aged for 6 months in American & French oak barrels
Buttery caramel notes with mild spices

Cabo Wabo Blanco

Unaged • Made with lull on agave you can taste, enough spice to hold a kick

Corazon Blanco

Unaged • Clean, clear, crisp and smooth to the finish

El Jimador Reposado

Aged a minimum of 2 months • Rich combination of spice, fruit, wood, vanilla & subtle toasted hazelnuts

Espolon Reposado

Aged 3 to 5 months • Rested in new American oak barrels

Herradura Silver

Aged 45 days in oak barrels • Sweet agave, mellowed slightly by woody notes of the oak barrel

Herradura Reposado

Aged 11 months in wood barrels • Vanilla and butter are subtly noted with sweet, cooked agave

Herradura Añejo

Aged 24 months • Smooth with cooked agave and dried fruit and a smooth creamy finish

Hornitos Plata

Unaged • Clean, lively flavor with floral and herbal notes

Patrón Silver

Handmade, immediately bottled • Smooth, sweet taste with a light pepper finish

Bob & Cha Cha

Margarita de Macayo with Mug 11.99

Bob or Cha Cha Mug 3.99

Margarita de Macayo Refill 4.99

Add Any Flavor +0.89

Strawberry • Raspberry • Mango • Peach • Prickly Pear • Wildberry

Limit two discounts/refills per guest



CERVEZAS

Import Bottle 4.75 • Draft 4.95

Corona • Corona Light • Dos XX Ambar • Dos XX Lager
Modelo Especial • Negra Modelo • Pacifico • Tecate • Tecate Light

Domestic Bottle 3.95 • Draft 4.95

Bud Light • Blue Moon • Coors Light • Michelob Ultra
Miller Lite • St. Pauli NA

Craft 4.95 Varies by Location

WINES

By the Glass 8.50

Hess Shirttail Creek Chardonnay Monterey, CA

SeaGlass Sauvignon Blanc Santa Barbara County

SeaGlass Cabernet Santa Barbara County

*24 MAR 22 Lign. Lic. AM10:41

CSR:

Amount:

24 MAR 22 AM 10:36 AZD LLC



Arizona Department Liquor License and Control
800 W Washington St. 5th Floor
Phoenix, AZ 85007-2934
azliquor.gov
602-542-5141

DLLC USE ONLY

Job #: 226706
Date Accepted: 3/22/24
CSR: RB

MIXED COCKTAILS OFF-SALE PRIVILEGE

Type or Print with Black Ink

**\$200.00 NON-REFUNDABLE APPLICATION FEE DUE UPON SUBMISSION OF APPLICATION
LEASE FEE DUE UPON ISSUANCE OF PERMIT**

THIS APPLICATION MUST BE ACCOMPANIED WITH A PRIVILEGES LEASE AGREEMENT.

Leasing from:

- ☐ SERIES 6-BAR
☐ SERIES 9-LIQUOR STORE

Applicant/Lessee Name: MACAYO RESTAURANT GROUP, LLC License #: PENDING #12

Agent Name: ANDREA DAHLMAN LEWKOWITZ

Premises Name (Doing Business As-DBA): MACAYO'S MEXICAN FOOD

Premises Address: 1474 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 85338
Street Address City State County Zip

Mailing Address: 2600 N. CENTRAL AVENUE, #1775 PHOENIX AZ MARICOPA 85004
Street Address or P.O. Box City State County Zip

Premises Business Phone #: (623) 209-7000 Cell #: (602) 200-7222

Email Address: ANDREA@LEWKILAW.COM

Declaration: LUCAS LEE FARNHAM

I, (Print Name) LUCAS LEE FARNHAM, declare under penalty of perjury that I am authorized by the licensee to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

[Signature]

Signature

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: Date: / /

Lessor Name: Lessor Phone Number:



RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): MACAYO'S MEXICAN FOOD

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	TEC INFRA-RED 3-BURNER
Oven	LINCOLN IMPINGER MODEL III6-000-A
Freezer	THERMAL RITE
Refrigerator	THERMAL RITE
Sink	ADVANCED TARCO
Dish Washing Facilities	PRO CLEAN ADC 44
Food Preparation Counter (Dimensions)	30' x 28"
Other	

3. Attach a copy of your FULL menu with pricing INCLUDING ALCOHOLIC BEVERAGES

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 60 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

(If yes, what percentage of the public floor space does this area cover?) 20 %

6. List the seating capacity for:

a) Restaurant dining area of your premises: [210]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 61]

TOTAL [= 271]

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☒ Both
8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

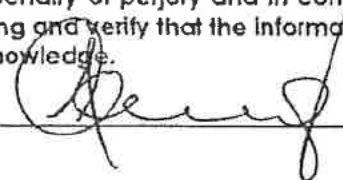
7 TELEVISIONS

9. Do you have live entertainment or dancing? ☐ YES ☒ No
- If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	14
Bartenders	6
Hostesses	13
Managers	5
Servers	24
Other (BUSSERS)	6
Other (DISHWASHERS)	5
Other ()	

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 



RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): MACAYO'S MEXICAN FOOD
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-income Statements-Balance Sheets

11. General Ledger

A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

12. Tax Records

- A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
- B. Income Tax Return - city, state and federal (copies)
- C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

14. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

A.R.S. §4-210(A)7

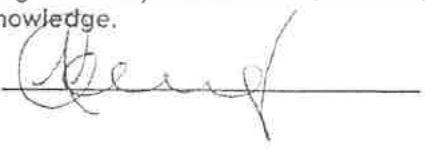
The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

CSR:

Amount:

24 MAR 22 11:41 AM



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

DLLC USE ONLY

Job #:	286706
Date Accepted:	3/22/24
CSR:	RG

License Number: SERIES 12

*For current
8/29/23*

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: LEWKOWITZ ANDREA DAHLMAN Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: ARIZONA

4. Place of birth: MANKATO MN USA Height: 58 Weight: 140 Eyes: HZL Hair: BLN
City State COUNTRY

5. Name of current/most recent spouse: LEWKOWITZ HAROLD JEROME Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 04/1961

7. Daytime telephone number: (602) 200 7222 Email address: ANDREA@LEWKLAW.COM

8. Premises Name: MACAYO'S MEXICAN FOOD Business Phone: 623 / 209 / 7000

9. Premises Address: 1474 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 85338
Street (do not use PO Box) City State County Zip

24 MAR 22 11:19 Lic. #M1041

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2004	CURRENT	ATTORNEY	LEWKOWITZ LAW OFFICE PLC
			2600 N. CENTRAL AVE. STE. 1775
			PHOENIX, AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D)

FROM Month/Year	To Month/Year	Street	City	State	Zip
02/1999	CURRENT				

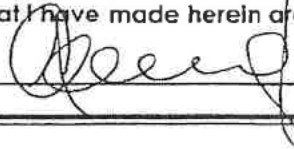
(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: 

Date: 03/04/2024



ALIEN STATUS RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) ANDREA DAHLMAN LEWKOWITZ

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If yes, indicate place of birth:

City MANKATO State MN COUNTRY USA

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: AZ DRIVERS LICENSE

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

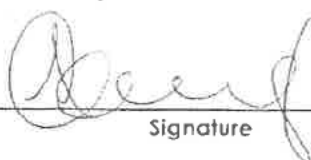
Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

ANDREA DAHLMAN LEWKOWITZ

Print Name

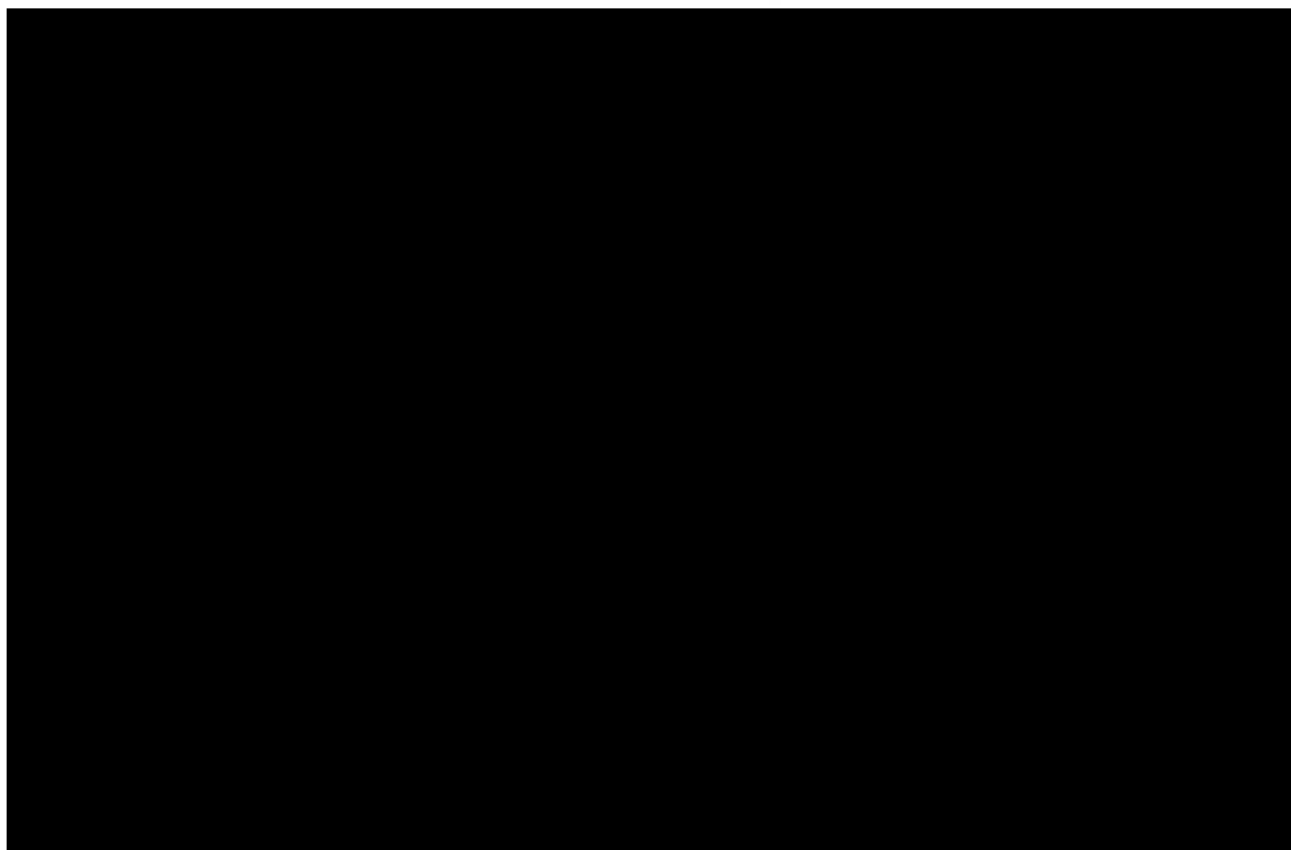


Signature

03/04/2024

Date

'24 MAR 22 Liq. Lic. AM1042



LC:

Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

DLLC USE ONLY

Job #:

Date Accepted:

CSR:

License Number: SERIES 12 | Job #286706

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: FARNHAM LUCAS LEE Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: COLORADO

4. Place of birth: MEDFORD OR USA Height: 6'2 Weight: 220 Eyes: BLUE Hair: BRN
City State COUNTRY

5. Name of current/most recent spouse: FARNHAM ALLYSON AVERY Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 7/2021

7. Daytime telephone number: (719) 375-9104 Email address: LUCAS@HORIZONHOSPITALITY.COM

8. Premises Name: MACAYO'S MEXICAN FOOD Business Phone: 623 209 7000

9. Premises Address: 1474 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 85338
Street (do not use PO Box) City State County Zip

'24 MAR 26 Lir. Lic. PM 3:59

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
07/2021	CURRENT	CEO	F R G LLC 18852 N 98 S S A 85255
07/2011	07/2021	CEO	Farnham Restaurant Group, LLC, 5345 Vessey Road, Colorado Springs, CO 80908

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	Street	City	State	Zip
07/2021	CURRENT				
05/2017	07/2021				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☐ No ☒
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202,4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. **CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

I, (Print Full Name) LUCAS LEE FARNHAM hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature:  Date: 3/20/2024



FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	<i>Legitimacy</i>
Date Accepted:	<i>3/27/24</i>
CSR:	<i>Rh</i>

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date <i>3-19-2024</i>	Name of Applicant: <i>LUIS FARRAN</i>	
Name of Fingerprint Technician: <i>JANIS MICHAEL DREWSKE</i>		
Fingerprint technician's Signature: <i>[Signature]</i>		
Fingerprint technician's Agency/company Name: <i>AATF</i>		Phone Number: <i>480 664-0385</i>
Type of Photo ID Provided (check one):		
☒ Driver's License ☐ Passport ☐ Other (Please specify)		

LC:

Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:

Date Accepted:

CSR:

Type or Print with Black Ink

865-517

License Number: SERIES 12 | Job #286706

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

☐

Agent

☒

Controlling Person

2. Name: FARNHAM ALLYSON AVERY Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: CO

4. Place of birth: EDINA MN USA Height: 5'10 Weight: 120 Eyes: HZL Hair: BRN
City State COUNTRY

5. Name of current/most recent spouse: FARNHAM LUCAS LEE Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 7/2021

7. Daytime telephone number: (480) 622-2049 Email address: allysonfarnham@gmail.com

8. Premises Name: MACAYO'S MEXICAN FOOD Business Phone: 623 209 7000

9. Premises Address: 1474 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
03/2019	CURRENT	UNEMPLOYED	

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
07/2021	CURRENT				
05/2017	07/2021				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. **CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

I, (Print Full Name) ALLYSON AVERY FARNHAM hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: A. A. Farnham Date: 3/20/2024



FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	Legal
Date Accepted:	3/27/24
CSR:	Rh

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 3-19-2024	Name of Applicant: ALYSON FARWATER	
Name of Fingerprint Technician: JADW MICHAEL REPPESSE		
Fingerprint technician's Signature: 		
Fingerprint technician's Agency/company Name: AATF		Phone Number: 480 664-0389
Type of Photo ID Provided (check one):		
☒ Driver's License ☐ Passport ☐ Other (Please specify)		

LC:

Amount:

24 MAR 28 11:41 AM 3:21



PREMISES MANAGER QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLIC USE ONLY

Job #:

Date Accepted:

CSR:

Type or Print with **Black Ink**

License Number: SERIES 12 | Job #286706

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A **BLUE OR BLACK LINED** FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Name: MEDINA DANIEL RICHARD Birth Date: [REDACTED]
Last First Middle (NOT a public record)

2. Social Security #: [REDACTED] Driver's License #: [REDACTED] State Issued: ARIZONA

3. Place of birth: PHOENIX AZ USA Height: 6'0 Weight: 250 Eyes: BRN Hair: BLK
City State COUNTRY

4. Name of current/most recent spouse: _____ Birth Date: ____/____/____
Last First Middle (NOT a public record)

5. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? _____

6. Daytime telephone number: (602) 413-3558 Email address: DMEDINA@KINDHOSPITALITY.COM

7. Premises Name: MACAYO'S MEXICAN FOOD Business Phone: 623 209 7000
_____/_____/____

8. Premises Address: 1474 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 85338
Street (do not use PO Box) City State County Zip

9. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/21	CURRENT	Manager	Macayo's Mexican Food, 219 S. Siesla Lane, Tempe, AZ 85288
03/2019	10/2021	F&B Director	Benevilla Nonprofit Organization 13576 W. Camino Del Sol, Sun City West, AZ 85375

10. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
7/2020	CURRENT				
03/2019	07/2020				

11. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes ☒ No ☐
12. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
13. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
14. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
15. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
16. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 12 through 16 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 12-16 MAY NOT BE ACCEPTED

I, (Print Full Name) **DANIEL MEDINA** hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: 

Date: 3/21/2024

MANAGER

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

Print Name: **ANDREA DAHLMAN LEWKOWITZ**

AGENT

Signature: 

AGENT

Date: 03/23/2024

ARIZONA

RECEIPT

Date: 12/12/2023

Order ID: 472320516976311

Authorization #: 5198883

Please reference these numbers in any correspondence regarding your transaction



Billing Information

Daniel Medina



Phone #: 602-413-3558

Email: dmedina@macayo.com

Account Information

Payment Method: VISA

XXXXXXXXXXXX4497 11/2028

Product ID	Item Description	Amount	Quantity	Gross
PSAPT001	Conduct Criminal Background Checks for Pre-Employment Screening - State & Federal Agencies	\$22.00	1	\$22.00
PSPSPCC1	Service Fees	\$0.44	1	\$0.44
			TOTAL	\$22.44

Notes:

Arizona Department of Public Safety: This is a transaction for AZDPS for A000116962

Certificate # AZB-ON-01233678

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

☒	On-sale
☐	Off-sale
☐	On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Daniel Medina

Full Name (please print)



Signature

03/20/2024

Training Completion Date

03/20/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

6504 Bridge Point Parkway, Suite 100, Austin, TX 78730

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).



Instructor Signature

03/20/2024

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

Certificate # AZM-ON01206664

Certificate of Completion For Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Daniel Medina

Full Name (please print)

[Signature]

Signature

03/20/2024

Training Completion Date

03/20/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

6504 Bridge Point Parkway, Suite 100, Austin, TX 78730

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Signature]

Instructor Signature

03/20/2024

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

Restaurant Lease of Mixed-Cocktails for Off-Premises Consumption

1. Parties

This Agreement is made on this 29th day of March, 2024 by the ("Lessee") Macayo Restaurant Group, LLC (**Legal Entity**), holder of Restaurant spirituous liquor license No. Pending #12. Under A.R.S. § 4-203.06(B)(2), the Department of Liquor has randomly selected ("Lessor") _____ (**Legal Entity**), holder of a Bar or Liquor Store spirituous liquor license No. _____, to be a party to this Agreement. Lessee and Lessor (collectively "the parties") agree that the Department of Liquor Licenses and Control ("Department") and the State of Arizona, except as their interests as third party beneficiaries of this Agreement may appear herein, are not parties to this Agreement.

Note: The Department will complete Lessor's Information after conducting the random selection.

2. Recitals

Whereas A.R.S. § 4-203.06 permits Restaurant liquor licensees to lease from Bar and Liquor Store licensees the privilege of selling mixed cocktails for consumption off the licensed premises in accordance with A.R.S. § 4-244(32)(d), and

Whereas, Lessee has applied to lease the privilege of selling mixed cocktails for consumption off the licensed premises, the Department has approved the application, and the Department has randomly selected Lessor for this Lease Agreement,

Now, therefore, it is hereby agreed as follows:

3. Pro-rated Initial Term.

Beginning on March 29, 2024 and continuing until March 31, 2025 restaurant renewal date, Lessee shall have the privilege of selling mixed cocktails for consumption off the licensed premises in accordance with A.R.S. § 4-203.06 and -244(32)(d).

4. Renewal

Except as provided in Sections 6 through 9 of this Agreement, Lessee may renew this Agreement for successive one-year terms commencing on March 31, 2025 (restaurant renewal date) each year until December 31, 2025, at which time this Agreement and all rights, duties and privileges created herein shall terminate.

Lessee must affirmatively renew this Agreement by submitting the applicable renewal forms to the Department at the time of its annual Restaurant liquor license renewal form. The Department shall review the renewal and may, as provided in Sections 6 through 9 of this Agreement, refuse to permit Lessee to renew this Agreement.

If Lessee fails to renew this Agreement on or before March 31, 2025 (restaurant renewal date), this Agreement shall expire and Lessee may apply under A.R.S. § 4-203.6(B)(1) and, if the Department grants the application, enter a new lease with a randomly-selected Bar or Liquor Store licensee under A.R.S. § 4-203.06(B)(2).

After the Pro-rated Initial Term of this Agreement, each renewal shall be for a one-year term, commencing on April 1 (restaurant renewal date).

5. Consideration.

As a condition of the effectiveness of this Agreement, and Lessee using the privilege to sell mixed cocktails for off- premises consumption, Lessee shall pay to Lessor, through the Department, the annual lease payment of \$1,000. For the first term of the lease, Lessee shall pay an amount equal to \$83.33 times the total number of months included in the first term.

- a. Lessee must pay the above amount(s) to the Department in full in one lump-sum payment.
- b. Upon the Department's receipt and validation of Lessee's payment of the above amount, the Department shall act as a third-party facilitator to arrange for the transmission of the payment to the Lessor.
- c. Upon the Department's receipt of Lessee's payment, this Agreement or any renewal thereof shall be in effect and Lessee's privileges shall commence or continue for the applicable lease term. Failure to pay the lease amount before the commencement of any term shall not operate to modify the length of the term.
- d. The above lease amount(s), upon transmission to Lessor, are nonrefundable to Lessee.
- e. If after the commencement of this Agreement Lessee's payment method is returned or rejected, the Department shall suspend this Agreement until Lessee submits an alternative form of payment and any applicable penalties and the Department validates that payment.
- f. A suspension, revocation, or transfer of the privileges in this Agreement shall not entitle the Parties to any refund or offsets of the amounts already paid under this Agreement.
- g. The Department is not responsible to the Parties or to any other person including the Parties' heirs, successors, or assigns, to collect, retain, recover, sequester, transmit, transfer, or account for the above amounts or any other financial obligations related to this Agreement other than as expressly provided in this Agreement.

6. Effect of a Transfer of Lessee's License During this Agreement.

If, while this Agreement is in effect, Lessee transfers Control of its license under A.R.S. § 4-101(10), Lessee may also transfer its privileges under this Agreement under the following terms and conditions:

- a. Lessee is not obligated to transfer the privileges granted in this Agreement upon the sale of its business, and a purchaser of Lessee's business is not obligated to assume Lessee's obligations and privileges under this Agreement.
- b. For any transfer of the privileges granted in this Agreement, Lessee must comply with the notice requirements under A.R.S. § 4-203(F).
- c. The transferee shall assume the place of Lessee under this Agreement during any pending term of this Agreement, and may renew this Agreement at the commencement of the following annual term.

- d. Lessor shall not be entitled to any additional payments during a pending pro-rated or annual term of this Agreement due to the transfer of a Lessee's privileges.

7. Effect of a Transfer of Lessor's License During this Agreement.

If, while this Agreement is in effect, Lessor transfers Control of its license under A.R.S. §§ 4-101(10) and -203, Lessee shall continue to enjoy the privileges under this Agreement, under the following terms and conditions:

- a. The transferee of Lessor's license is not entitled to any additional payments during a pending term of this Agreement.
- b. If Lessor's license is transferred to a new person, other than through an acquisition of control of Lessor's business, the transferee shall assume Lessor's place during a pending term, but shall not be entitled to renew the lease for successive terms and Lessee shall be paired with a new Lessor from the pool of licensees for random selection under A.R.S. § 4-203.06(B)(2).

8. Cancellation, Suspension, Revocation, and Nonrenewal of this Agreement.

This Agreement is subject to cancellation, suspension, revocation, and nonrenewal under the following circumstances:

- a. Lessee has no obligation under this Agreement to renew this Agreement.
- b. The Department may refuse to approve Lessee to renew this Agreement based on the proposed location or the history of the Lessee, including its Controlling Persons under A.R.S. § 4-101(11), during the term of this Agreement.
- c. In addition to its disciplinary authority in A.R.S. § 4-210(A), the Department may summarily suspend, without advance notice or the opportunity for a hearing, the Lessee's privileges under this Agreement for any violation of Title IV or Department rules.
- d. If Lessee does not renew this Agreement or if the Department refuses to approve Lessee to renew this Agreement, the Department shall return Lessor to the pool of licensees for random selection under A.R.S. § 4-203.06(B)(2) no earlier than the natural conclusion of the pending lease term.
- e. Lessee shall not be entitled to any partial or total refund of payments under this Agreement due to any Department imposed suspension, revocation, or other disciplinary action.

9. Revocation, Suspension, Nonrenewal, Expiration, or Inactivity of the Parties' Licenses.

- a. Lessee's privileges under this Agreement shall continue to the conclusion of a pending term if Lessor's license is suspended, revoked, not renewed, expired, or placed on inactive status.
- b. If Lessor's license is suspended, revoked, not renewed, expired, or placed on inactive status at the time of renewal of this Agreement, at the conclusion of the pending lease term the Department shall pair Lessee with a new randomly selected Bar or Liquor Store licensee under A.R.S. § 4-203.06(B)(2), and Lessee shall execute a new lease agreement with that replacement Bar or Liquor Store licensee.

- c. If the Department suspends or revokes Lessee's license, the Department shall return Lessor to the pool of licensees for random selection under A.R.S. § 4-203.06(B)(2) no earlier than the natural conclusion of the pending lease term.

10. Lessee's Duties Under A.R.S. § 4-203.06.

- a. At all times during this Agreement, Lessee shall comply with Title IV and Department rules, A.R.S. § 4- 203.06, and this Agreement.
- b. Lessee must continue to comply with A.R.S. § 4-205.02(J) and derive at least forty (40) percent of its gross revenue from the sale of food.
- c. Lessee's sale of spirituous liquor for consumption off the premises may not exceed thirty (30) percent of the sales price of on-sale spirituous liquors by Lessee from its premises, as prescribed in A.R.S. § 4- 206.01 (G).
- d. Lessee is solely responsible for any violation of Title IV and Department rules related to its business including the sale of mixed cocktails for consumption off the premises.
- e. This Agreement does not permit Lessor to direct, manage, or control any part of Lessee's business and Lessee shall not transfer control of its business except as provided for in A.R.S. § 4-203.
- f. Lessee may not pay to Lessor any direct or indirect compensation for the privileges granted in this Agreement except the pro-rated or annual lease amounts in this Agreement.

11. Lessor's Duties Under A.R.S. § 4-203.06.

- a. At all times during this Agreement, Lessor shall comply with Title IV and Department rules, A.R.S. § 4- 203.06, and this Agreement.
- b. Lessor may continue to exercise all rights and privileges granted to it under its license, including where applicable, the privilege to sell mixed cocktails for consumption off the premises. This Agreement does not limit or modify Lessor's license in any way.
- c. Lessor may not direct, manage, or control any part of Lessee's business and is not responsible for Lessee's violation of Title IV and Department rules related to the operation of Lessee's business, including the sale of mixed cocktails for consumption off the premises.
- d. Lessor may not receive any additional compensation for its association with Lessee under this Agreement.

12. No Parol Evidence.

This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

13. Severability.

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of this Agreement.

14. Change in Law.

The Parties understand and acknowledge that this Agreement is made pursuant to A.R.S. § 4-203.06 and other Arizona laws in effect at the time of this Agreement. Neither party has a vested right to conclude a lease term or to commence an annual lease term, or to any of the specific terms in this Agreement, if a subsequent amendment to Arizona law requires the amendment or cancellation of this Agreement, or if the Department subsequently amends the language of this standard form agreement under A.R.S. § 4-203.06(B)(3)(A).

15. Counterparts.

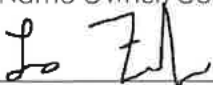
This Agreement may be executed in counterparts, each of which will, when executed, be deemed an original and all of which will be deemed to be one and the same instrument. The Parties agree that an electronic transmission of the signed Agreement will have the same force and effect as a signed original.

16. Indemnification of the State and its Agencies.

To the fullest extent permitted by law, the Lessee shall defend, indemnify, and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death) or personal injury or loss or damage to tangible or intangible property caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of Lessee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that Indemnatee shall in all instances be indemnified by Lessee from and against any and all Claims. It is agreed that Lessee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Lessee hereby waives all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees with respect to the Claims.

Lucas Farnham

Print Name Owner/Controlling Person (Lessee)



Signature Owner/Controlling Person (Lessee)

03/07/2024

Date

Under A.R.S. § 4-203.06(A), Bar and Liquor Stores "shall lease to Restaurant licensees the privilege of selling mixed cocktails for consumption off the licensed premises." Under A.R.S. § 4-203.06(B)(2), Lessor's assent to this Agreement occurs by operation of law.