

Meeting Date: _____

APPLICANT INFORMATION:

DEC 23 2022

Name of applicant(s): TQTO CORP.

Trade name (DBA): _____

Premises address: UPPER SOUTH STORE AT 99 MACDOUGAL STREET, NEW YORK, NY 10012

Cross Streets and other addresses used for building/premise:

BLEECKER STREET AND 3W STREET

CONTACT INFORMATION:

Principal(s) Name(s): JOSEPH BEDWELL

Office or Home Address: _____

City, State, Zip: _____

Telephone #: _____ email : MNGMNT@TQTO.NYC

Landlord Name / Contact: 99 MACDOUGAL LLC

Landlord's Telephone and Fax: 212-243-7757

NAMES OF ALL PRINCIPAL(s): NAMES / LOCATIONS OF PAST / CURRENT LICENSES HELD

JOSEPH BEDWELL

NOT APPLICABLE

Briefly describe the proposed operation (i.e. "We are a family restaurant that will focus on..."):

TQTO is a Tex-Mex style quick serve restaurant bringing a uniquely southwestern variation of the Taquito to NYC market. A carefully curated atmosphere, composed of Artwork created by local Muralist, beautiful Talavera tiles imported from Mexico, and Country Spanish music, temporarily transports our clients to complete the Southwest experience.

WHAT TYPE(S) OF LICENSE(S) ARE YOU APPLYING FOR (MARK ALL THAT APPLY):

- a new liquor license (Restaurant Tavern / On premise liquor Other)
- an UPGRADE of an existing Liquor License
- an ALTERATION of an existing Liquor License
- a TRANSFER of an existing Liquor License
- a HOTEL Liquor License
- a DCA CABARET License
- a CATERING / CABARET Liquor License
- a BEER and WINE License
- a RENEWAL of an existing Liquor License
- an OFF-PREMISE License (retail)
- OTHER : RESTAURANT WINE AND CIDER LICENSE

If upgrade, alteration, or transfer, please describe specific nature of changes:
(Please include physical or operational changes including hours, services, occupancy, ownership, etc.)

NOT APPLICABLE

If this is for a new application, please list previous use of location for the last 5 years:

PREVIOUSLY HONEST CHOPS (A BURGER SPOT)

Is any license under the ABC Law currently active at this location? yes no

If yes, what is the name of current / previous licensee, license # and expiration date: _____

Have any other licenses under the ABC Law been in effect in the last 10 years at this location?
 yes no

If yes, please list DBA names and dates of operation:

NOT APPLICABLE

PREMISES:

By what right does the applicant have possession of the premises?

Own Lease Sub-lease Binding Contract to acquire real property other: _____

Type of Building: Residential Commercial Mixed (Res/Com) Other: _____

Number of floor: 5 Year Built : 1900

Describe neighboring buildings: ADJACENT BUILDINGS ARE RESIDENTIAL AND COMMERCIAL

Zoning Designation: R7-2

Zoning Overlay or Special Designation (applicable) C1-5

Block and Lot Number: 542 / 51

Does the premise occupy more than one building, zoning lot, tax lot or more than one floor? yes no

Is the premise located in a historic district? yes no

(if yes, have all exterior changes or changes governed by the Landmarks Preservation Commission (LPC) been approved by the LPC? yes no, please explain : _____

Will any outside area or sidewalk café be used for the sale or consumption of alcoholic beverages? (including sidewalk, roof and yard space) no yes : explain _____

What is the proposed Occupancy? 25

Does the premise currently have a valid Certificate of Occupancy (C of O) and all appropriate permits?

no yes *LETTER OF NO OBJECTION*

If yes, what is the maximum occupancy for the premises? _____

If yes, what is the use group for the premises? _____

If yes, is proposed occupancy permitted? yes no, explain : _____

If your occupancy is 75 or greater, do you plan to apply for Public Assembly permit? yes no

Do you plan to file for changes to the Certificate of Occupancy? yes no
(if yes, please provide copy of application to the NYC DOB)

Will the façade or signage be changed from what currently exist at the premise? no yes

(if yes, please describe: THE FRONT OF THE BUIDLING IS CURRENTLY CONCEALED BY CONSTRUCTION SCAFFOLD. ONCE REMOVED A NEW SIGN WILL BE SUBMITTED FOR APPROVAL AND INSTALLED.

INTERIOR OF PREMISES:

What is the total licensed square footage of the premises? 500 SQ FT

If more than one floor, please specify square footage by floors: NOT APPLICABLE

If there is a sidewalk café, rear yard, rooftop, or outside space, what is the square footage of the area?
NOT APPLICABLE

If more than one floor, what is the access between floors? NOT APPLICABLE

How many entrances are there? 1 How many exits? 1 How many bathrooms? 1

Is there access to other parts of the building? X no ___ yes, explain: _____

OVERALL SEATING INFORMATION:

Total number of tables? 4 Total table seats? 12 COUNTER TABLE 1

Total number of bars? 0 Total bar seats? 0 Total Countertop Pay Station 1

Total number of "other" seats? 3 please explain: 1 TABLE IS A COUNTER TABLE WHICH HAS 3 STOOLS

Total OVERALL number of seats in Premises: 15

BARS:

Countertop

How many *stand-up bars / bar seats are being applied for on the premises? Bars 1 Seats 0

How many service bars are being applied for on the premises? 0

Any food counters? ___ no X yes, describe: BOTH FOOD AND DRINK ORDERS OCCUR AT POS PAY STATION.

For Alterations and Upgrades:

Please describe all current and existing bars / bar seats and specific changes: _____

NOT APPLICABLE

* A stand-up bar is any bar or counter (whether seating or not) over which a member of the public can order, pay for and receive food and alcoholic beverages.

PROPOSED METHOD OF OPERATION:

What type of establishment will this be? (check all that apply)

 Bar Bar & Food X Restaurant Club/ Cabaret Hotel Other: _____

What are the Hours of Operation?

Sunday: 12pm to 9pm Monday: closed to Tuesday: 1pm to 11pm Wednesday: 1pm to 11pm Thursday: 1pm to 2am Friday: 1pm to 2am Saturday: 1pm to 2am

Will the business employ a manager? no yes, name / experience if known : _____

Will there be security personnel? no yes (if yes, what nights and how many?) _____

Do you have or plan to install French doors, accordion doors or windows that open? no yes

If yes, please describe : THERE CURRENTLY EXIST A FRONT WINDOW THAT SLIDES OPEN APPROX. 1.5 FT.

Will you have TV's ? no yes (how many?) _____

Type of MUSIC / ENTERTAINMENT: Live Music Live DJ Juke Box Ipod / CDs none

Expected Volume level: Background (quiet) Entertainment level Amplified Music
(check all that apply) _____

Do you have or plan to install soundproofing? no yes

IF YES, will you be using a professional sound engineer? NA

Please describe your sound system and sound proofing: NA

Will you be permitting: None promoted events None scheduled performances None outside promoters

None any events at which a cover fee is charged? ^{Occasionally} private parties

Do you have plans to manage or address vehicular traffic and crowd control on the sidewalk caused by your establishment? no yes (if yes, please attach plans)*Will have a staff person in anticipation of any congestion and to assist of any crowds*

Will you be utilizing NA ropes NA movable barriers NA other outside equipment (describe) _____

NA

Are your premises within 200 feet of any school, church or place of worship? no yes

If there is a school, church or place of worship within 200 feet of your premises or on the same block, please submit a block plot diagram or area map showing its' location in proximity to your applicant premises (no larger than 8 ½ " x 11").

Indicate the distance in feet from the proposed premise:

Name of School / Church: NA

Address: _____ Distance: _____

Name of School / Church: NA

Address: _____ Distance: _____

Name of School / Church: NA

Address: _____ Distance: _____

Please provide contact information for Residents / Community Board and confirm that if complaints are made you will address it immediately.

Contact Person: JOSEPH BEDWELL Phone: [REDACTED]

Address: [REDACTED]

Email : MNGMAT@TQTO.NYC

Application submitted on behalf of the applicant by:

[Signature]

Print or Type Name JOSEPH BEDWELL

Title PRESIDENT

Thank you for your cooperation. Please return this questionnaire along with the other required documents as soon as you can. This will expedite your application and avoid any unnecessary delays. Use additional pages if necessary.

[Signature: Carter Booth]

[Signature: Robert Ely]

Community Board 2, Manhattan
SLA Licensing Committee
Carter Booth, Co-Chair
Robert Ely, Co-Chair

This report is for informational purposes only in aid of identifying establishments potentially subject to 500 and 200 foot rules. Distances are approximated using industry standard GIS techniques and do not reflect actual distances between points of entry. The NYS Liquor Authority makes no representation as to the accuracy of the information and disclaims any liability for errors.

Proximity Report For:

Location	99 Mac Dougal St, New York, New York, 10012
Geocode	Latitude: 40.72960 longitude: -74.00097
Report Generated On	11/22/2022

8 Closest Liquor Stores

Name	Address	Distance
JUST ADVENTURE INC Ser #: 1259996	315 6TH AVENUE NEW YORK, NY 10014	490 ft
K & S MARKETING COMPANY INC Ser #: 1109520	222 THOMPSON STREET NEW YORK, NY 10012	580 ft
SPIRITS OF CARMINE INC Ser #: 1023606	52 CARMINE ST NEW YORK, NY 10014	749 ft
KRATZ WINES LLC Ser #: 1328267	23 JONES ST STORE EAST NEW YORK, NY 10014	1,010 ft
WINE HUT CORP, THE Ser #: 1337378	197 6TH AVE CORNER RETAIL STORE NEW YORK, NY 10014	1,247 ft
SOHO WINE & SPIRITS LTD Ser #: 1023583	459 W BROADWAY NEW YORK, NY 10012	1,267 ft
PORTUGUESE WINE HOUSE INC, THE Ser #: 1105353	98 7TH AVE SOUTH NEW YORK, NY 10014	1,394 ft
SUBAE INC Ser #: 1237386	394 AVENUE OF THE AMERICAS NEW YORK, NY 10011	1,472 ft

Schools within 500 feet

Name	Address	Distance
No Schools within 500 feet		

Churches within 500 feet

Name	Distance
City Grace Christian Reformed	328 ft

Pending On Premises Liquor Licenses within 750 feet

Name	Address	Distance
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Pending On Premises Liquor Licenses within 750 feet

Name	Address	Distance
NATS ON BLEECKER LLC Ser #: 1346550	170 BLEECKER ST NEW YORK, NY 10012	315 ft
HOYA W3 LLC Ser #: 1345459	82 W 3RD ST PORTION OF FIRST AND CELLAR FL NEW YORK, NY 10012	566 ft

Active On Premises Liquor Licenses within 750 feet

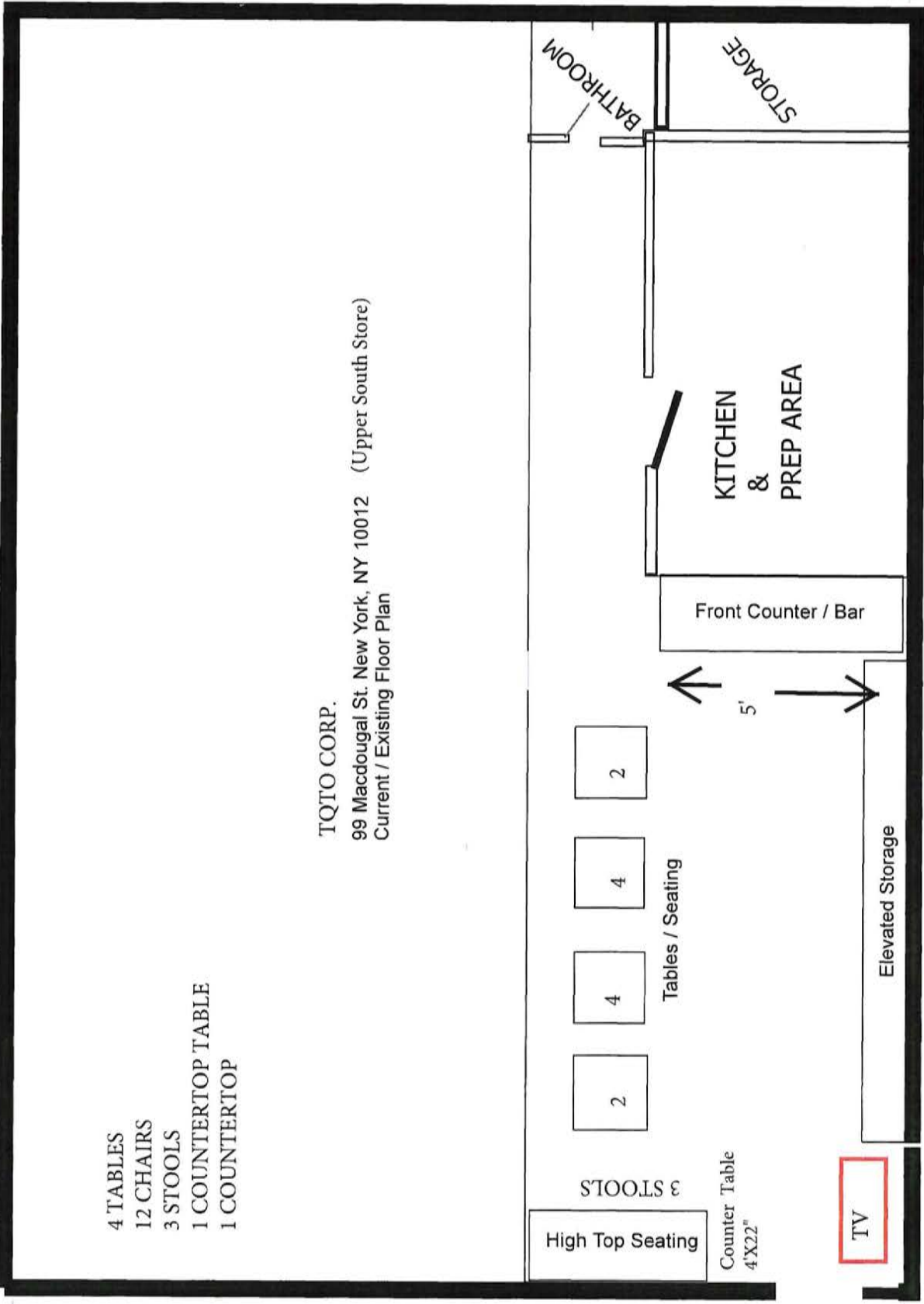
Name	Address	Distance
MELDA COMEDY LLC Ser #: 1263017	99 MACDOUGAL ST, LOWER LEVEL LOWER LEVEL NEW YORK, NY 10012	30 ft
MONTES TRATTORIA LTD Ser #: 1025125	97 MACDOUGAL STREET NEW YORK, NY 10012	63 ft
PAPPAS OG LLC Ser #: 1333220	103 105 MACDOUGAL ST NEW YORK, NY 10012	64 ft
NJMJ INC Ser #: 1309614	93 MACDOUGAL ST NEW YORK, NY 10012	84 ft
CALEDONIAN NYC INC Ser #: 1205049	107 MACDOUGAL ST NEW YORK, NY 10012	100 ft
DRINK THIS LLC Ser #: 1283601	116 MACDOUGAL ST NEW YORK, NY 10012	113 ft
LUXOR LOUNGE INC Ser #: 1185483	118 MACDOUGAL STREET BLEEKER ST & WEST 3RD ST NEW YORK, NY 10012	119 ft
MACDOUGAL REST INC Ser #: 1025111	109 MACDOUGAL ST NEW YORK, NY 10012	130 ft
LUNGOPARMA LLC Ser #: 1335831	102 MACDOUGAL ST NEW YORK, NY 10012	134 ft
MINETTA LANE L.P. Ser #: 1213586	111 113 MAC DOUGAL STREET NEW YORK, NY 10012	158 ft
ZMZ MACDOUGAL TAVERN LLC Ser #: 1302424	122 MACDOUGAL ST NEW YORK, NY 10012	186 ft
MAGIC LEMON INC Ser #: 1297209	181 BLEECKER ST NEW YORK, NY 10012	198 ft
PESH LLC Ser #: 1333781	87 MACDOUGAL ST NEW YORK, NY 10012	207 ft
FIGARO NYC LLC Ser #: 1343071	184 BLEECKER ST NEW YORK, NY 10012	218 ft
WHANY LLC Ser #: 1280246	115 MACDOUGAL ST NEW YORK, NY 10012	222 ft
DYNAMIC MUSIC CORP Ser #: 1025081	117 MACDOUGAL ST NEW YORK, NY 10012	250 ft
FABRIZIO PRIM CAVALLACCI Ser #: 1330814	119 MACDOUGAL ST NEW YORK, NY 10012	266 ft
JL SOLO INC Ser #: 1283384	206 SULLIVAN ST NEW YORK, NY 10012	277 ft
DLA RESTAURANTS LLC Ser #: 1339642	79 MACDOUGAL ST NEW YORK, NY 10012	316 ft
LFNY LLC Ser #: 1322134	24 MINETTA LN NEW YORK CITY, NY 10012	323 ft
174 BLEECKER ST LLC Ser #: 1279028	174 BLEECKER ST NEW YORK, NY 10012	324 ft

Active On Premises Liquor Licenses within 750 feet

Name	Address	Distance
DANTE GROVE ST LLC Ser #: 1285717	79 81 MACDOUGAL ST NORTH STORE NEW YORK, NY 10012	335 ft
BLEECKER HOSPITALITY LLC Ser #: 1335912	169 BLEECKER ST NEW YORK, NY 10012	345 ft
PASTA & POTATOES INC Ser #: 1024128	167 BLEECKER ST NEW YORK, NY 10002	358 ft
NEW YORK UNIVERSITY LAW SCHOOL Ser #: 1022647	110 W 3RD STREET NEW YORK, NY 10012	359 ft
GBND ENTERPRISES INC Ser #: 1100905	130 WEST 3RD STREET NEW YORK, NY 10012	365 ft
130 WEST 3RD CAFE INC Ser #: 1025201	130 W 3RD STREET NEW YORK, NY 10012	365 ft
134 WEST 3RD ST REST INC Ser #: 1244258	134 W 3RD STREET NEW YORK, NY 10012	369 ft
MCCBREN CORP Ser #: 1227779	237 SULLIVAN ST NEW YORK, NY 10012	395 ft
BENSUSAN RESTAURANT CORP Ser #: 1025037	131 W 3RD STREET NEW YORK, NY 10012	400 ft
125 HOSPITALITY LLC Ser #: 1299855	125 MACDOUGAL ST NEW YORK, NY 10012	415 ft
ALTA CUCINA 2 LLC Ser #: 1311601	260 264 6TH AVE NEW YORK, NY 10014	418 ft
241 SULLIVAN ST CAFE CORP Ser #: 1107753	241 SULLIVAN STREET NEW YORK, NY 10012	428 ft
TIRO A SEGNO OF N Y INC Ser #: 1022443	73 75 77 MAC DOUGAL ST NEW YORK, NY 10012	431 ft
ENOTECA INC Ser #: 1113458	129 MACDOUGAL STREET NEW YORK, NY 10012	450 ft
NACO NYC LLC Ser #: 1265770	10 DOWNING ST NEW YORK, NY 10014	453 ft
JACK & ALICE LLC Ser #: 1286927	185 SULLIVAN ST NEW YORK, NY 10012	488 ft
VILLA MOSCONI RESTAURANT INC Ser #: 1028390	69 71 MACDOUGAL STREET NEW YORK, NY 10012	493 ft
SOUTH VILLAGE HOSPITALITY GROUP LLC Ser #: 1269222	157 BLEECKER ST NEW YORK, NY 10012	523 ft
LE POISSON ROUGE GROUP NYC, LLC Ser #: 1199817	158 BLEECKER ST NEW YORK, NY 10012	524 ft
205 THOMSON STREET LLC Ser #: 1267915	205 THOMPSON ST NEW YORK, NY 10012	543 ft
10 DOWNING RESTAURANT LLC Ser #: 1340297	10 DOWNING ST NEW YORK, NY 10014	557 ft
CLAUDISAL REST CORP Ser #: 1025060	206 THOMPSON STREET NEW YORK, NY 10012	560 ft
151 BLEECKER LLC Ser #: 1237991	151 153 BLEECKER ST THOMPSON ST & LAGUARDIA PL NEW YORK, NY 10012	563 ft
GFB RESTAURANT CORP Ser #: 1025088	86 W 3RD STREET NEW YORK, NY 10012	565 ft
SHARMA AND SINGH RESTAURANT GROUP INC Ser #: 1289662	154 BLEECKER ST AKA 184 THOMPSON ST NEW YORK, NY 10012	575 ft

11.35

8.03



TQTO CORP.
 99 Macdougall St. New York, NY 10012 (Upper South Store)
 Current / Existing Floor Plan

4 TABLES
 12 CHAIRS
 3 STOOLS
 1 COUNTERTOP TABLE
 1 COUNTERTOP

High Top Seating

3 STOOLS

Counter Table
 4'X22"

Tables / Seating

Front Counter / Bar

KITCHEN
 &
 PREP AREA

STORAGE

BATHROOM

Elevated Storage

TV

ENTRANCE

MACDOUGALL STREET

11.35

8.03



TQTO

★ TAQUITO ★

TAQUITOS

Large (5) Chicken or Beef	14.99
Small (3) Chicken or Beef	12.99
Small (3) Vegetarian Potato	12.99

CHEESE

Sharp Cheddar	
Pepper Jack	
Four Cheese	
*Included with Taquitos	

SIDES

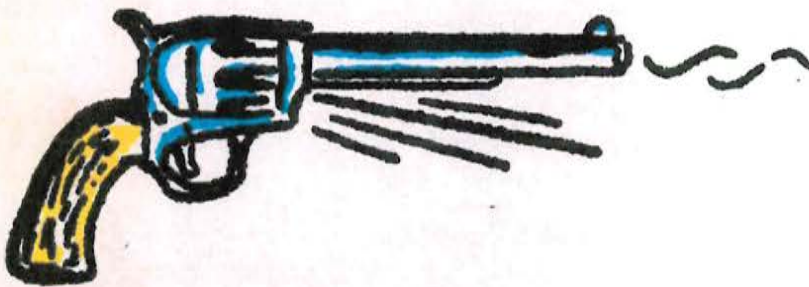
Fries	6.99
Chips & Guac	10.99
Barbacoa Avocado Toast	12.99
Elotes (Street Corn)	6.99

SAUCE & DIPS

JR's BBQ	2.00
Chipotle	2.00
Southwestern	2.00
Avocado	2.00
Sour Cream	2.00

DRINKS NON ALCOHOLIC

Soda Can	2.50
Water	2.50
Red Bull	4.00
Lemonade	4.00



**Y ALL COME
BACK, NOW!**

@tqto.nyc

Join Our Gang Of Bandits

917-265-8760
99 Macdougall St., New York, NY 10012
www.tqto.nyc





NYC Department of Buildings
230 Broadway, New York, NY 10007

Enrica J. Lancaster, FAIA, Commissioner

Dileep Khedekar, P.E.
Deputy Borough Commissioner
Manhattan Borough Office, 3rd Fl
Phone: (212) 566-0019
Fax: (212) 566-5575
E-mail: dileepk@buildings.nyc.gov

DATE June 26, 2007
BLOCK 542
FOH 51
PREMISES 99 Mac Dougal Street
BOROUGH MANHATTAN

Dear Sir/Madam:

A search of our records indicate that:

() Application Number _____ of _____ was approved on _____ . No Certificate of Occupancy was issued. This Department considers the use of the premises to be established as:

(X) No application on file for the above premises. However, in the absence of any evidence to the contrary and based on the documents submitted, the Department of Buildings will not object to the use of the building as: 5 STORIES/COMMERCIAL ON 1ST FLOOR WITH 18 CLASS "A" APTS. FOR 2ND THRU 5TH FLOORS.

() No application on file. This Department is unable to establish the use of the above referenced premises at this time.

If the building is hereafter altered or its use changed, an application for such alteration work or change of use must be filed and a Certificate of Occupancy shall be issued pursuant to Article 22 of Subchapter 1 of the Administrative Code of the City of New York.

Very truly yours,

Dileep Khedekar, P.E.
Deputy Borough Commissioner

Higino Topino, Plan Examiner
Tahmina Gaffar, Plan Examiner
Use Letter File
Premises File

STANDARD FORM OF STORE LEASE

The Real Estate Board of New York, Inc.

Agreement of Lease, made as of this 25th day of July in the year 2022 between
99 Macdougal LLC
party of the first part, hereinafter referred to as OWNER, and
TQTO CORP.
party of the second part, hereinafter referred to as TENANT.

Handwritten initials: TB and a circled signature.

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner
UPPER SOUTH STORE at 99 Macdougal Street, New York, NY 10012

in the building known as 99 Macdougal Street, New York, NY 10012
in the Borough of Manhattan, City of New York, for the term of
10 years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
1st day of August in the year 2022, and to end on the
31st day of July in the year 2032, and

both dates inclusive, at the annual rental rate of
\$93,000.00 [Ninety Three Thousand Dollars]

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues,
public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during
said term, at the office of Owner or such other place as Owner may designate, without any setoff or deduction whatsoever,
except that Tenant shall pay the first 1 monthly installment(s) on the execution hereof (unless this lease be a renewal)

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the
payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner
may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent
payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representative, successors
and assigns, hereby covenant as follows:

- Rent:** 1. Tenant shall pay the rent as above and as hereinafter provided.
- Occupancy:** 2. Tenant shall use and occupy the demised premises for
For the use of Fast Food and Beverages. Tenant shall not sell Indian food.

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and
shall keep show windows and signs in a neat and clean condition.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner, and Tenant agree to carry, and will cause Tenant's contractors and sub-contractors to carry, such worker's compensation, commercial general liability, personal and property damage insurance as Owner may require. If an mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days thereafter, at Tenant's expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations, installed in the demised premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, and repair any damage to the demised premises of the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner at Tenant's expense.

the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building, including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty, which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violations, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the demised premises, if the demised premises are on the street level, whether or not

or assigns shall be bound by any such assignment, encumbrance attempted assignment or attempted encumbrance

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way define limit or describe the scope of this lease nor the intent of any provision thereof

Definitions: 33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building for the Owner of a lease of the building or of the land and building of which the demised premises form a part, so that in the event of any sale or sales or conveyance, assignment or transfer of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, grantee, assignee or transferee at any such sale, or the said lessee of the building, or of the land and building, that the purchaser, grantee, assignee or transferee at any such sale, or the said lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

Adjacent Excavation-Shoring: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work, as said person shall deem necessary, to preserve the wall or the building of which the demised premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations

In Witness Whereof,

first above written,

Witness for Owner:

Witness for Tenant:

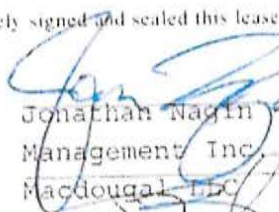

or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefore shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Pornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the demised premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the demised premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the demised premises, nor permit use of the demised premises for nude modeling, rap sessions or as a so called rubber goods shop, or as a sex club of any sort, or as a massage parlor. Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the demised premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal, or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §235.00.

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates which the rent and additional rent have been paid, stating whether or not there exists any defaults by owner under this lease, and, if so, specifying each such default and such other information as shall be required of Tenant.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner for any partner, member, officer or director thereof, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.


Jonathan Nagin, Vp of Superior Management Inc, Agent for 99 Macdougal, LLC

Joseph Bedwell
Title
TQTO Corp.

ACKNOWLEDGEMENT

STATE OF NEW YORK,

SS.:

COUNTY OF

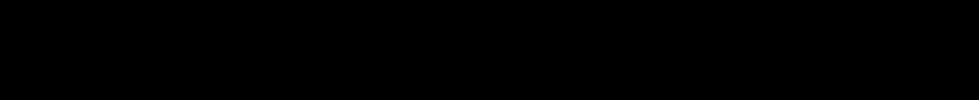
in the year

before me, the undersigned, a Notary Public

Subject: **TQTO/ 99 MACDOUGAL ST/NEW RESTAURANT WINE LICENSE**

Date: 12/22/2022 4:27:55 PM Eastern Standard Time

From: slweissattorney@aol.com

To: 

Cc: slweissattorney@aol.com, nyliquorlaw110@gmail.com, teburkelaw@aol.com

Good Afternoon

I have a new restaurant wine application before community board 2.

TQTO Corp. is a small-scale Tex-Mex style Quick Service Restaurant bringing a uniquely Southwestern variation of the Taquito to the NYC market. A carefully curated atmosphere composed of Artwork created by local Muralists, beautiful Talavera tiles imported from Mexico, and Country/Spanish music temporarily transport our Clients to complete their Southwest experience.

Our current days/hours of operation are as follows;

Mon: Closed
Tues - Wed: 1PM to 11PM
Thurs - Sat: 1PM to 2AM
Sun: 12PM to 9PM

I would love to discuss any questions or concerns you or the Association may have and can be reached via email at MNGMNT@TQTO.NYC or on my cell phone anytime at 718-702-2370.

Appreciatively,

Joe Bedwell

Owner/Operator at TQTO Corp.

Thank you and stay safe,

Stacy L. Weiss, Esq.
The Law Office of Stacy L. Weiss, PLLC
110 East 59th Street, 23rd Floor
New York, New York 10022
Tel: (212) 521-0828
Fax: (212) 521-0826

www.stacyweisslaw.com
slweissattorney@aol.com

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OFFICE USE ONLY

Original Amended Date _____

LICENSE 29

APPLICATION FOR ALCOHOLIC BEVERAGE CONTROL RETAIL LICENSE (ON PREMISES)

It is not necessary to employ any person, agency or organization to assist you in filing this application. Beware of persons claiming to be able to assist you in securing action on your application. The payment of money or other thing of value for the use of influence, or promise of influence in obtaining a license is a violation of law and offenders will be prosecuted.

1. APPLICANT

Name of Applicant:
(e.g., Sole Proprietor, Partnership, Corporation, LLC, LLP, LP, etc.)

TQTO CORP.

Trade Name(DBA): *(see instructions) ** must be provided if premises will be called by any name other than as listed in the "Name of Applicant"*

Premises Street Address: **99 MACDOUGAL STREET**

City: **NEW YORK**, NY Zip Code: **10012**

County: **NEW YORK** Telephone Number of Premises (include area code): **(917) 265-8760**

Mailing Address (if different than above):

City: State: Zip Code:

E-mail address (required): **MNGMT@TQTO.NYC**

Business Website: **TQTO.NYC and Instagram at TQTO.NYC**

2. CONTACT *(if different than applicant)*

Name of Contact: **STACY L. WEISS, ESQ** Attorney Representative Contact Person

Office Address: **110 EAST 59TH STREET, 23RD FLOOR**

City: **NEW YORK** State: **NY** Zip Code: **10022**

Telephone Number of Office (include area code): **(212) 521-0828**

E-mail address (required): **SLWEISSATTORNEY@AOL.COM**

3. For **SEASONAL** licenses only (select license date range): to:

4. Number of **ADDITIONAL BARS** (if any):

5. Which season will the add bars operate:

6. Federal Tax ID Number: **872233556**

7. Certificate of Authority to Collect NYS Sales Tax: **872233556**

[OFFICE USE ONLY]

DATE FILED: SERIAL #:

Approved Disapproved

License Board Member Date

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<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

8. TO BE FILLED IN ONLY BY SOLE PROPRIETOR OR PARTNERS (attach additional sheets if necessary)

Name of Individual/Partner NA	Residence 	Social Security #: 	Date of Birth
Name of Individual/Partner NA	Residence 	Social Security #: 	Date of Birth
Name of Individual/Partner NA	Residence 	Social Security #: 	Date of Birth
Name of Individual/Partner NA	Residence 	Social Security #: 	Date of Birth

9. TO BE FILLED IN ONLY BY CORPORATION OR LLC/LLP APPLICANTS (attach additional sheets if necessary)

Please list the names and addresses of Principals (Stockholders, Officers, Directors, LLC Members/Managers, LLP Partners)

Name of Principal JOSEPH BEDWELL	Residence 	Social Security #:
Title PRESIDENT	No. of Shares if Corporation OR % of ownership if LLC or Partnership 2	Date of Birth
Name of Principal NA	Residence 	Social Security #:
Title 	No. of Shares if Corporation OR % of ownership if LLC or Partnership 	Date of Birth
Name of Principal NA	Residence 	Social Security #:
Title 	No. of Shares if Corporation OR % of ownership if LLC or Partnership 	Date of Birth
Name of Principal NA	Residence 	Social Security #:
Title 	No. of Shares if Corporation OR % of ownership if LLC or Partnership 	Date of Birth

- Note:**
- ***If 10 or less shareholders,** list all stockholders, officers, directors, LLC members and LLC managers, if any. Provide Personal Questionnaires, proof of citizenship, copy of photo identification, original photo and fingerprints for all.
 - ***If more than 10 shareholders,** list all shareholders owning 10% or more of any class of its shares. Also, include any officers, directors, shareholders, LLC members, LLC managers and trustees. Provide Personal Questionnaires, proof of citizenship, copy of photo identification, original photo and fingerprints for those individuals. Provide a listing of all other shareholders owning less than 10% interest. Include their name, home address, social security number, date of birth, shares or percentage of ownership, title, citizenship and any statutory disqualifications.
 - ***Not-For-Profit Corporations,** list all principal officers and any director/trustee who is compensated on the license. Trustees/ Directors who are not compensated do not need to submit a Personal Questionnaire or fingerprints. However, the applicant must submit a list with the name and address of each such individual along with a statement that each such individual is eligible to hold a license. Applicants that have filed for a Club License only need to list a single individual as the Alcoholic Beverage Control Officer.



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<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

RIGHT TO PREMISES

1. RIGHT TO PREMISES

1a. By what right does the applicant have possession of the premises?

- Own
 Lease
 Sub-Lease
 Binding contract to acquire real property
 Written intent to lease

Other (explain):

NA

If leasing, the lease must run for the full term of the license period or at least be renewable to cover the full term. Month to month leases or month to month renewal terms are not acceptable. The tenant name on the lease must match the applicant name exactly.

1b. Do the terms of the lease or other arrangement require the applicant to provide any consideration based on a percentage of the receipts of the business? Yes No

If YES, please list the section/page of the lease this information can be found:

NA

2. OTHER INTERESTED PARTIES

Does or will anyone other than the applicant/principals share on a percentage basis or in any way in the receipts, losses or deficiencies of the business to any extent whatsoever?

- Yes No

If YES, please state the names and addresses of such persons, the nature and percent of their share and date acquired.

Name	Address	Nature of interest	Date Acquired
NA			
NA			
NA			
NA			

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<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

LANDLORD IDENTIFICATION INFORMATION

In order to obtain the most accurate information this form should be completed by the Landlord. This form must be completed and submitted regardless of whether the property owner is a third party landlord or the applicant.

1. Name of Landlord (as it appears on lease and deed):

99 MACDOUGAL LLC

2. Landlord Mailing Address

Street Address: 50 BANK STREET

City: NEW YORK

State: NY

Zip Code: 10014

3. Telephone Number of Landlord: (212) 243-7757

4. Landlord Principals (ALL landlord principals must be disclosed below)

Name	Address (if different than Landlord's mailing address above)
TROY ROBERTS	

Name	Address (if different than Landlord's mailing address above)
CARLA HANSON	

Name	Address (if different than Landlord's mailing address above)
THELMA ROBERTS	

Name	Address (if different than Landlord's mailing address above)

5. Are any persons listed on this Landlord Identification Form currently or previously licensed under the ABC Law? Yes No

Serial Number	Licensee Name

Serial Number	Licensee Name

Serial Number	Licensee Name

6. Are any persons listed on this form police officers? Yes No

If yes, list names below:

Name: NA

Name: NA

7. List number of years real property has been owned or legally controlled by the landlord:

37 YRS

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<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

500 FOOT LAW STATEMENT

Applicants for on premises liquor licenses must complete this section (Not required for on premises beer or wine applicants)

If the location is subject to the 500 Foot Law, and no other exception applies, the license cannot be issued unless the State Liquor Authority makes an affirmative finding that it is in the public interest to issue the license.

The provisions of Section 64, 64-a, 64-b, 64-c and 64-d of the ABC Law require the Authority to consult with the municipality or community board prior to granting a license for **ANY ON PREMISES LIQUOR ESTABLISHMENTS** where such premises is located within a 500 foot radius of three or more on premises liquor establishments and the population of the municipality is 20,000 or more. The Authority is further required to conduct a public hearing, upon notice to the applicant and the municipality or the community board.

The Proposed Premises (check the appropriate box below):

- IS NOT WITHIN A 500 FOOT RADIUS OF THREE OR MORE ESTABLISHMENTS HOLDING ON PREMISES LIQUOR LICENSES.
- IS WITHIN A 500 FOOT RADIUS OF THREE OR MORE ESTABLISHMENTS SELLING LIQUOR FOR ON PREMISES CONSUMPTION. (IF SO, YOU MUST COMPLETE THE WRITTEN STATEMENT BELOW AND SUBMIT THE NAMES AND ADDRESSES OF THE ESTABLISHMENTS WITHIN THE 500 FOOT RADIUS, *UNLESS THE PREMISES HAS BEEN CONTINUOUSLY LICENSED ON OR PRIOR TO NOVEMBER 1, 1993.*)
- NOT APPLICABLE - PREMISES HAS BEEN CONTINUOUSLY LICENSED ON OR PRIOR TO NOVEMBER 1, 1993.
- NOT APPLICABLE - POPULATION OF CITY, TOWN OR VILLAGE IS UNDER 20,000
- NOT APPLICABLE - BEER, WINE AND CIDER ONLY

IMPORTANT:

YOU MUST PROVIDE THE NAMES OF ALL ON PREMISES LIQUOR ESTABLISHMENTS LOCATED WITHIN A 500 FOOT RADIUS OF THE PROPOSED PREMISES

For assistance, use the "GIS Maps - LAMP" (Liquor Authority Mapping Project) system, which is available on our website.

If a premises is within a 500 foot radius of three or more establishments holding on premises liquor licenses and has not been continuously licensed since November 1, 1993 and the population is over 20,000 you must **ATTACH A WRITTEN STATEMENT EXPLAINING IN DETAIL WHY YOU BELIEVE ISSUANCE OF THE LICENSE WOULD BE IN THE PUBLIC INTEREST.**

FAILURE TO SUBMIT THIS INFORMATION MAY RESULT IN DISAPPROVAL OF THE LICENSE APPLICATION.

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date

STATEMENT OF AREA PLAN
200 Foot Law

THIS QUESTION MUST BE ANSWERED BY ALL APPLICANTS REGARDLESS OF LICENSE TYPE

<p>1. List the name, address and distance from the premises to ANY SCHOOL, CHURCH or PLACE OF WORSHIP WITHIN 300 FEET</p> <p>2. Is the premises within 200 feet of <u>ANY SCHOOL, CHURCH or PLACE OF WORSHIP?</u> (exclusive use as a church or place of worship will be determined by this agency) (please respond "YES" if ANY school, church or place of worship is within 200 feet)</p> <p style="text-align: center;"><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>3. Submit a BLOCK PLOT DIAGRAM (aerial view of the building, with nearby businesses and residences labeled) showing the location of any school, church or place of worship (8-1/2" x 11")</p>
--

Indicate the distance in feet from the entrance of the proposed premises to the closest entrance of any school, church or place of worship.

Attach additional sheets if necessary.

ATTACH A STATEMENT INDICATING HOW THESE MEASUREMENTS WERE TAKEN

1. Name of church/school:	NA
Address:	
Distance:	
2. Name of church/school:	NA
Address:	
Distance:	
3. Name of church/school:	NA
Address:	
Distance:	

For assistance use the "GIS MAPS - LAMP" (Liquor Authority Mapping Project) system, which is available on our website.

If applying for a full liquor license (beer, wine and liquor) and the premises is within 200 feet of a school, church or place of worship, the application may be denied.

If any discrepancy in the measurements is brought to the attention of the Authority during the examination of the application, it may be necessary for the applicant to supply a certified survey showing the actual measurement from the premises to the closest school, church or place of worship.

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<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

ESTABLISHMENT QUESTIONNAIRE

In this section you must describe the premises to be licensed. Answer ALL questions completely. Please do not answer "see attached" to any question. Any incomplete answer may delay or prevent the processing of the application.

Helpful Hint: Drawing your diagram and reviewing your photographs may assist you in completing this section. See sample diagrams at the end of this application.

1. Zoning

1a. State what the area is zoned for:
(e.g., Residential, Business, Mixed etc.)

LETTER OF NO OBJECTION

1b. Does the premises have a **VALID CERTIFICATE OF OCCUPANCY** and **ALL** appropriate permits?

Yes
 No
 Pending

2. Premises

2a. Describe the type of building in which the premises will be located.

2b. Is or has the building/proposed premises been known by any other address?

Yes
 No

If YES, please specify:

If the address was changed due to a 911 update or other government action, please include documentation for the change.

2c. Is there currently an active license or has there ever been a license to traffic in alcoholic beverages at this location?

Currently Licensed
 Previously Licensed
 Never Licensed
 Do Not Know

Name of Licensee:

License Serial Number:

2d. Are there any disciplinary actions pending against the applicant, current licensee or prior licensee?

Yes
 No
 Do Not Know

Any pending disciplinary action may delay a determination on this application or result in the disapproval.

2e. If the proposed premises has never been licensed, what was the prior use?

2f. Is any other floor or area of the building currently licensed?

Yes
 No

Name of Licensee:

License Serial Number:

GREENWICH VILLAGE COMEDY CLUB

License Serial Number: 1263017

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<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

3. Premises (interior):

3a. List the total number of floors of the business establishment to be licensed, including the basement:

3b. List the floor(s) where the proposed premises will be located:
(e.g., basement, ground floor, 2nd & 3rd floor, etc.)

3c. Where is the alcohol stored?

3d. Is there interior access to any other floor(s) or area(s) that will not be part of the premises to be licensed?
If yes, show the means of access on the interior diagram(s). Yes No

3e. Are the premises to be licensed divided in any way, by a public or private passageway, over which the applicant does not have exclusive possession and control?
(e.g., hallway, stairwells, common areas, etc.) Yes No

If YES, describe:

3f. How many public restrooms? If less than two (2) public restrooms, you must request a waiver of the two (2) restroom rule in writing. Please show restrooms on diagram.

3g. List the maximum occupancy of the premises: 3h. Number of tables?

3i. Number of seats at tables? 3j. Number of seats at bar or counter?

4. Bars:

4a. How many customer bars are located on the premises?
(a customer bar is where patrons may order, purchase or receive alcoholic beverages)

4b. How many service bars? (a service bar is for wait staff use exclusively)

4c. Describe each bar in the fields below:

Bar 1

Bar Type:

Length:

Shape:

Location:

Bar 2

Bar Type:

Length:

Shape:

Location:

Bar 3

Bar Type:

Length:

Shape:

Location:

Attach additional sheets if there are more than 3 bars.

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<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

5. Kitchen:

5a. Does the premises have a full kitchen? Yes No

If NO, does the premises have a food preparation area? Yes No

Show Kitchen or Food Prep Area on the Interior Diagram

NOTE: FOOD MUST BE AVAILABLE FOR SALE DURING ALL HOURS OF OPERATION; SUBMIT A MENU

5b. Is a chef/cook employed at the premises? Yes No

If YES, please list hours of day chef/cook will devote to the premises:

OPEN TO CLOSE

6. Hotel or Bed & Breakfast:

6a. How many floors?

6b. How many guest rooms?

6c. For Hotels Only: Is there a public restaurant on the hotel premises? Yes No

7. Outdoor Areas:

7a. Are there any outside areas used for the sale or consumption of alcohol? Yes No

7b. If YES, what is the outside occupancy?

7c. Check all types that apply:
(there must be direct access from the interior of the premises to any outdoor area(s) that you wish to license. Show access on diagram)

- Sidewalk Cafe Deck Patio Porch Gazebo
- Rooftop Yard Balcony Pavilion Tent

Other (describe):

7d. Is the outdoor area(s) divided by any public or private passageway or area that the applicant does not have exclusive control? Yes No

If YES, how is it divided?

TBD

7e. How is the outdoor area(s) contained? Check all that apply and show enclosure on diagram.

- Fencing Wall Shrubbery Roping Stanchions

Other (describe):

7f. Is a permit required by the locality for outside area(s)? Yes No

If yes, submit a copy of the permit.

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date

PROPOSED METHOD OF OPERATION

This form satisfies Section 110 of the ABC Law requiring that a statement be submitted indicating the type of establishment operated at the premises.

The information in this section will be the method of operation you are approved for and will be binding. Should you wish to deviate from this method of operation in any way, you must first apply for and receive permission from the Authority.

1. Will any other business of any kind be conducted in said premises? Yes No
(If YES, please provide details on a separate sheet)

1a. If the premises is not a catering establishment, will the premises periodically close to host private events? Yes No

If YES, how frequently?

2. Will the premises have music? Yes No

2a. If YES, check all that apply: Recorded DJ Juke Box Karaoke

Live Music (give details: e.g., rock bands, acoustic, jazz, etc.):

2b. Will the premises use the services of an Event Promoter? Yes No

3. Will the premises permit dancing? Yes No

3a. If dancing is permitted, who will be permitted to dance? Patrons Employees for Entertainment Both

3b. If dancing is permitted, will there be exotic dancing including, but not limited to, topless entertainment, pole dancing and/or lap dancing? Yes No

4. Will there be topless entertainment? Yes No

5. Will the business employ a manager? Yes No

5a. If NO, will principal(s) manage? Yes No

6. How many employees? (excluding principals and security personnel)

6a. If answer is "0" please provide an explanation:

NA

OFFICE USE ONLY <input type="radio"/> Original <input type="radio"/> Amended Date

7. NYS Law requires businesses to carry workers' compensation and disability insurance (see instructions). If applied for and pending, please indicate.

Workers' Compensation Carrier Name and Policy Number:	AMGUARD INSURANCE CO POLICY # TQWC309528
Disability Insurance Carrier Name and Policy Number:	SHELTERPOINT LIFE INSURANCE COMPANY POLICY # DBL676627

If you are exempt from Workers' Compensation and/or Disability Benefits Insurance coverage, submit an approved Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Insurance Coverage from the NYS Workers' Compensation Board. The application is available on their website: <http://www.wcb.ny.gov> or you may contact them by phone at: (877) 632-4996

8. Will security personnel be used at the premises? Yes No

9a. If YES, how many?

9b. If YES, provide your **Proprietary Security Guard Employer Unique Identification Number** assigned to the business by the NYS Department of State Division of Licensing Services or the name of the security company through which the security personnel will be hired:

NA

The licensee is responsible for assuring that hired security personnel are registered in accordance with NYS Security Guard Registration Guidelines. Please contact the NYS Department of State to obtain information.

9. Provide a detailed plan of supervision for the premises to be licensed. Clearly describe how you will maintain control and order over the licensed premises. How will you monitor alcohol sales and prevent sales to minors and sales to intoxicated persons? How will you handle unruly patrons, altercations, etc., to prevent the premises from becoming disorderly? Include additional sheets if necessary.

Serving alcohol to minors (under 21) will be prevented by checking identification before serving alcoholic beverages. Employees will be alert to ensure that drinks are not passed to minors. Bartender and servers will refuse to serve alcohol to anyone who comes to the premises who appears to be intoxicated. The manager will be notified if anyone appears to be intoxicated when they come to the premises so that the manager may take the proper action. Furthermore, precautions will be taken to avoid serving anyone to the point of them becoming intoxicated. However, if someone does appear to be intoxicated, the manager will be notified so that proper action may be taken.

All required signs will be conspicuously posted, including but not limited to the 2 Pregnancy Warning signs, the prohibited sales sign, liquor license, health department, sales tax, certificate of occupancy, CPR, Defibrillator sign, No Smoking sign, Food Handler's permit, etc.

10. Are all responses provided in this application consistent with the information provided to the municipality or Community Board within the Standardized Notice Form for Providing 30-Day Advance Notice?

Yes No

10a. If NO, please explain:

NA

ALCOHOLIC BEVERAGES MAY ONLY BE CONSUMED, SOLD OR GIVEN AWAY DURING THE HOURS APPROVED BY THE COUNTY WHERE THE PREMISES IS LOCATED UNLESS FURTHER RESTRICTED BY THE AUTHORITY

A list of county closing hours is available at the following link:
<http://sla.ny.gov/provisions-for-county-closing-hours>