



Pima County Clerk of the Board

Melissa Manriquez

Katrina Martinez
Deputy Clerk

Administration Division
33 N. Stone Avenue, Suite 100
Tucson, AZ 85701
Phone: (520)724-8449 • Fax: (520)222-0448

Management of Information & Records Division
1640 East Benson Highway
Tucson, Arizona 85714
Phone: (520) 351-8454 • Fax: (520) 791-6666

October 28, 2022

Keith Brian Turner
Dog House Cigar
515 E. Carefree Highway, No. 246
Phoenix, AZ 85085

RE: Arizona Liquor License Job No.: 209959
d.b.a. Dog House Cigar

Dear Mr. Turner:

Enclosed is a copy of the Affidavit of Posting relative to your Liquor License Application for a Series 7, Beer and Wine Bar, which was received in our office on October 5, 2022. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, November 15, 2022, at 9:00 a.m. or thereafter, at the following location:

Pima County Administration Building
Board of Supervisors Hearing Room
130 W. Congress, 1st Floor
Tucson, AZ 85701

Should you have any questions pertaining to this matter, please contact this office at (520)724-8449.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa Manriquez", is written over a printed name and title.

Melissa Manriquez
Clerk of the Board

Enclosure



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 10/06/22

Date of Posting Removal: 10/26/22

Applicant's Name: Dog House Cigar
Turner Keith Brian
Last First Middle

Business Address: 6866 E. Sunrise Drive, Suite 150 Tucson 85750
Street City Zip

License #: 209959

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

D. R. McKillop PCSD
Print Name of City/County Official Title
Process Server 520-288-1358
Phone Number

DR McKillop 10/26/22
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

OCT 26 2022 PM 04:34 PC CLK OF BD

nm



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TO: Development Services, Zoning Division
FROM: Melissa Whitney
Administrative Support Specialist Senior
DATE: October 5, 2022
RE: Zoning Report - Application for Liquor License

Attached is the application of:

Keith Brian Turner
d.b.a. Dog House Cigar
6866 E. Sunrise Drive, Suite 150
Tucson, AZ 85750

Arizona Liquor License Job No. 209959
Series 7, Beer and Wine Bar
New License
Person Transfer ☒
Location Transfer ☒

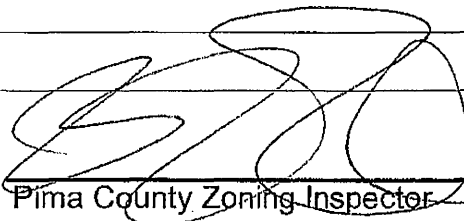
ZONING REPORT

DATE: 10/6/22

Will current zoning regulations permit the issuance of the license at this location?

Yes ☒ No ☐

If No, please explain:


Pima County Zoning Inspector

When complete, please return to cob_mail@pima.gov

FILED OCT 06 2022 PM 03:06 PC CLK OF BD

22-28-9472

State of Arizona
Department of Liquor Licenses and Control

Created 10/03/2022 @ 02:12:26 PM

Local Governing Body Report

LICENSE

Number:	07100267	Type:	007 BEER AND WINE BAR
Name:	DOG HOUSE CIGAR		
State:	Pending		
Issue Date:		Expiration Date:	09/30/2022
Original Issue Date:	03/19/1996		
Location:	6866 E SUNRISE DRIVE SUITE 150 TUCSON, AZ 85750 USA		
Mailing Address:	515 E CAREFREE HIGHWAY #246 PHOENIX, AZ 85085 USA		
Phone:	(520)800-2699		
Alt. Phone:			
Email:	AZDLLC24@GMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	KEITH BRIAN TURNER
Gender:	Male
Correspondence Address:	515 E CAREFREE HIGHWAY #246 PHOENIX, AZ 85085 USA
Phone:	(602)568-5120
Alt. Phone:	
Email:	AZDLLC24@GMAIL.COM

OWNER

DCT 05722#0939 PC CLK CFB

mm

Name: THE DOG HOUSE CIGAR INC
Contact Name: KEITH BRIAN TURNER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23124525 State of Incorporation: AZ
Incorporation Date: 08/28/2020
Correspondence Address: 515 E CAREFREE HIGHWAY
#246
PHOENIX, AZ 85085
USA
Phone: (602)568-5120
Alt. Phone:
Email: AZDLLC24@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
SCOTT LEE MILLER	President/CEO	70.00
ELIZABETH DERLING HOOTMAN	Vice-President	30.00

THE DOG HOUSE CIGAR INC - President/CEO

Name: SCOTT LEE MILLER
Gender: Male
Correspondence Address: 515 E CAREFREE HIGHWAY
#246
PHOENIX, AZ 85085
USA
Phone: (520)688-5894
Alt. Phone:
Email: SLMILLER@DOGHOUSECIGAR.COM

THE DOG HOUSE CIGAR INC - Vice-President

Name: ELIZABETH DERLING HOOTMAN
Gender: Female
Correspondence Address: 515 E CAREFREE HIGHWAY
#246
PHOENIX, AZ 85085
USA
Phone: (520)891-6869
Alt. Phone:
Email: HOOTMAN3018@MSN.COM

APPLICATION INFORMATION

Application Number: 209959
Application Type: Location / Owner Transfer ☒
Created Date: 09/14/2022

QUESTIONS & ANSWERS

007 Beer and Wine Bar

- 1) Are you applying for an Interim Permit (INP)?
No
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 10) Provide name, address, and distance of nearest school and church. (If less than one (1) mile note footage)
VANTANA VISTA ELEMENTRAY
6085 NORTH KOLB TUCSON AZ 85750 - 1 MILE

ASPIRE CHURCH
5301 E SUNRISE DRIVE TUCSON AZ 85718 - 2.4 MILES
- 11) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 12) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
FOUND UNTIL A NEW TENANT IS FOUND
- 13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
NONE
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 23) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
\$20,000.00

COMPLIANCE ACTIONS

000271-20

04/07/2020 - Incident Date

06/10/2020 - Warning

06/01/2020 - Case Closed

Violations

Statute	Counts	Description
4-210.A.2	1	The license fails to maintain capability, qualification and reliability
4-210.A.10	1	Failure to protect the safety of patrons

3/31/2020 Incident date

6/1/2020 Warning letter

000386-21

09/03/2021 - Incident Date

10/07/2021 - Fine

12/27/2021 - Warning

12/27/2021 - Case Closed

Violations

Statute	Counts	Description
4-119	1	No employee log maintained
4-244.23	1	Drinking contests, delivering more than Law Allows
4-244.32	1	Allowing Alcohol to be Removed from Premises
R19-1-302	1	Knowledge of Liquor Laws and Rules

9/3/2021 Incident date

10/8/2021 Mail In Consent issued/mailed, \$625.00 Penalty fine assessed

11/16/2021 Compliance meeting

12/27/2021 Warning letter

LIQUOR LICENSE PURCHASE AND SALE AGREEMENT

This Liquor License Purchase and Sale Agreement ("this Agreement") is entered into this 18th day of April, 2022, by and between **JRTM Enterprise, LLC**, an Arizona limited liability company ("Seller"), and **The Dog House Cigar Inc.**, an Arizona corporation ("Buyer").

1. Purchase and Sale of Liquor License. Seller owns Arizona Department of Liquor Licenses & Control ("AzDLC") Liquor License No. 07100267 ("the License"), currently issued to Seller at Rita Ranch Market, 8210 S. Rita Ranch Road in Tucson, Arizona. Seller will sell and Buyer will purchase the License subject to the terms of this Agreement.

2. Purchase Price and Terms. The purchase price for the License is \$20,000.00 ("Purchase Price"), payable as follows:

A. Earnest Deposit. Within three business days after mutual execution of this Agreement, Buyer shall deliver \$2,000.00 ("Earnest Deposit") by wire transfer or cashier's check payable to Empire West Title Agency ("Escrow Agent"), to be applied to the Purchase Price at Closing; and

B. Balance of Purchase Price. At least one day prior to Closing, Buyer shall deliver the balance of the Purchase Price to Escrow Agent.

3. Seller's Representations. Seller represents and warrants to Buyer as follows:

A. Seller is a valid limited liability company, registered and in good standing in the State of Arizona, and has the full power and authority to enter into this Agreement;

B. Seller owns the License and has the exclusive right to convey it;

C. The License is valid and renewed through September 30, 2022;

D. The License was placed on inactive status on October 13, 2021;

E. Seller will not activate the License prior to Closing;

F. Beginning March 13, 2022, inactive fees will accrue on the License at the rate of \$100.00 per month until the License is issued and activated; Seller will credit Buyer with the amount of inactive fees accrued through the date of Closing;

G. All transaction privilege taxes, penalties, and interest incurred by the business in which the License was used prior to Seller's acquisition of the License have been reported and paid to the Arizona Department of Revenue ("AzDOR") and local jurisdiction;

H. The License will be transferred free and clear of all taxes, liens, encumbrances, and claims of any kind except for inactive fees which may accrue prior to the License's issuance and activation by Buyer; and

I. If Seller receives notice or is charged with any violation with respect to the License for any matter alleged to have arisen prior to Closing, Seller shall immediately notify Buyer, and Seller shall promptly rectify such violation at Seller's sole expense.

4. Buyer's Representations. Buyer represents and warrants to Seller as follows:

A. Buyer is a valid corporation, registered and in good standing in the State of Arizona, and has the full power and authority to enter into this Agreement;

B. Buyer has the financial ability to purchase the License; and

C. Buyer will pay all fees related to its application to transfer the License, including any and all inactive fees due to AzDLLC when the License is issued and activated.

5. Conditions.

A. If Seller is unable to rectify any defect in title or any claim against or related to the License within ten business days after receipt of notice of such defect or claim, Buyer may terminate this Agreement by delivering written notice to Seller. If Buyer elects to terminate this Agreement for this reason (before or after Closing), all payments made toward the Purchase Price shall immediately be returned to Buyer, and the parties shall be returned to their respective positions as if no Agreement had been made between them with respect to the License.

B. Closing of this Agreement is contingent upon Seller providing a letter of good standing issued by AzDOR to Seller; and

C. This Agreement is not contingent upon AzDLLC approval of Buyer's personal qualifications for the License or of the location Buyer applies to transfer the License.

6. Brokers / Commissions. In addition to the Purchase Price, at least one day prior to Closing, Buyer shall deliver \$2,000.00 via wire transfer or certified funds to Escrow Agent as and for the commission fees earned by DBL K Liquor Consulting, LLC and Arizona Dedicated Liquor License Consultants, LLC ("Brokers"). Escrow Agent shall disburse the commission fees to Brokers as directed by Buyer at Closing. Seller will not be responsible to Brokers or any other person or entity claiming a commission related to the sale or purchase of the License.

7. Closing. Closing shall take place at Escrow Agent's office at 3131 E. Camelback Rd. #125, Suite 100, Phoenix, Arizona 85016, Attn: Amy Boehnke (602-749-7177; aboehnke@ewtaz.com) on or before May 12, 2022, subject to the following terms and conditions:

A. Escrow Agent shall conduct a lien and judgment search in the name of Seller to identify any and all debts or claims which must be satisfied prior to or at Closing;

B. Seller and Buyer shall each pay one-half of Escrow Agent's fees for the transaction;

C. Seller shall deliver a letter of good standing issued by AzDOR to Seller;

D. Buyer shall deliver the balance of the Purchase Price and its one-half of the Escrow Agent's fees to Escrow Agent via wire transfer or cashier's check payable to Escrow Agent;

E. Seller shall execute and deliver to Escrow Agent (1) a bill of sale for the License to Buyer and (2) the page for "section 9" of the AzDLLC application for liquor license; and

F. Escrow Agent shall close the transaction only after Seller and Buyer have approved or waived all terms and conditions of the Closing in writing.

8. Failure to Perform by Either Party; Remedies. The parties shall have the following remedies for the other's failure to perform as required herein.

A. If any representation or warranty made by Seller in this Agreement is untrue or incorrect, or if Seller has failed to perform any covenant or obligation required by this Agreement as of the Closing, Buyer may, in its sole and absolute discretion, (i) accept the transfer of the License and conclude the purchase of the License with all faults, or (ii) have the right to seek specific performance of this Agreement, or (iii) terminate this Agreement by giving written notice to Seller specifying the breach and termination of this Agreement, and directing the immediate return of Buyer's Earnest Deposit from Escrow Agent.

B. If Buyer has failed to perform any covenant or obligation required by this Agreement as of the Closing, Seller may, in its sole discretion, elect to either (i) conclude the transaction, thereby waiving such breach but only to the extent that Seller has actual knowledge of such breach, or (ii) deliver written notice to Buyer of Seller's intent to terminate the transaction unless Buyer performs the alleged failure within five business days. If Buyer fails to perform as required by this Agreement within such five-day period, this Agreement shall thereupon be null and void and of no further force and effect, and Escrow Agent shall release Buyer's Earnest Deposit to Seller as its sole remedy hereunder.

9. Indemnity. Seller and Buyer hereby give the following indemnities:

A. Seller Indemnity. Seller shall indemnify, defend, and hold Buyer and Buyer's agents harmless from and against all claims, obligations, liabilities, damages, and expenses directly or indirectly related to the License for any matter which arose prior to Closing, or for Seller's breach of any obligation, representation or warranty made by Seller in connection with this transaction, all of which shall be paid by Seller to Buyer or any other indemnified party when such expenses are incurred.

B. Buyer Indemnity. Buyer shall indemnify, defend and hold Seller and Seller's agents harmless from and against all claims, obligations, liabilities, damages, and expenses directly or indirectly related to the License for any matter which arose after Closing, or for Buyer's breach of any obligation, representation or warranty made by Buyer in connection with this transaction, all of which shall be paid by Buyer to Seller or any other indemnified party when such expenses are incurred.

10. Notices. All notices, requests, claims, demands and other communications between Seller and Buyer shall be in writing, delivered by one of the following methods: (i) by delivery in person; (ii) by a nationally recognized next-day courier service, or (iii) by first class, registered or certified mail, postage prepaid. All such notices shall be addressed as follows:

Seller: JRTM Enterprise, LLC
c/o Lewkowitz Law Office, PLC
2600 N. Central Ave. Ste. 1775
Phoenix, AZ 85004
jay@salinvestment.com

With a copy to: andrea@lewklaw.com

Buyer: The Dog House Cigar, Inc.
c/o Scott Miller
8050 North Tosca Place
Tucson, Arizona 85741
slmiller@doghousecigar.com

With a copy to: kkramber75@gmail.com

All notices shall be effective upon (i) receipt by the person to which notice is given, or (ii) on the third business day following mailing, whichever occurs first.

11. Amendments, Governing Law and Counterparts. This Agreement constitutes the entire Agreement of Seller and Buyer; may not be modified or amended except in writing signed by Seller and Buyer; is governed by the laws of the State of Arizona; and, if executed in counterparts, shall be treated as one Agreement.

12. Attorney's Fees. If Seller or Buyer files suit to enforce the terms of this Agreement, the prevailing party, in addition to any judgment ordered, shall be entitled to an award of its reasonable attorney's fees and costs.

13. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

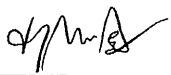
14. No Presumption Based on Drafting. Seller and Buyer each acknowledge this Agreement has been prepared, for the convenience of all parties, by Buyer's attorney. Seller acknowledges (i) it has consulted with or had the opportunity to consult with counsel of its own choosing in connection with this Agreement prior to its execution; (ii) it is not relying in any way upon counsel for Buyer to protect its interests in connection with the drafting or terms of this Agreement; and (iii) there shall be no presumption affecting the interpretation of this Agreement based upon the fact that the initial draft was prepared by Buyer's attorney.

15. No Merger. All representations and warranties herein shall survive the Closing.

16. Time for Acceptance. This Agreement must be accepted by Seller and Buyer no later than Monday, April 18, 2022, at 5:00 pm MST.


SELLER:

JRTM Enterprise LLC,
an Arizona limited liability company

By 
Junaib Rizvi, Member
Date 4/20/22

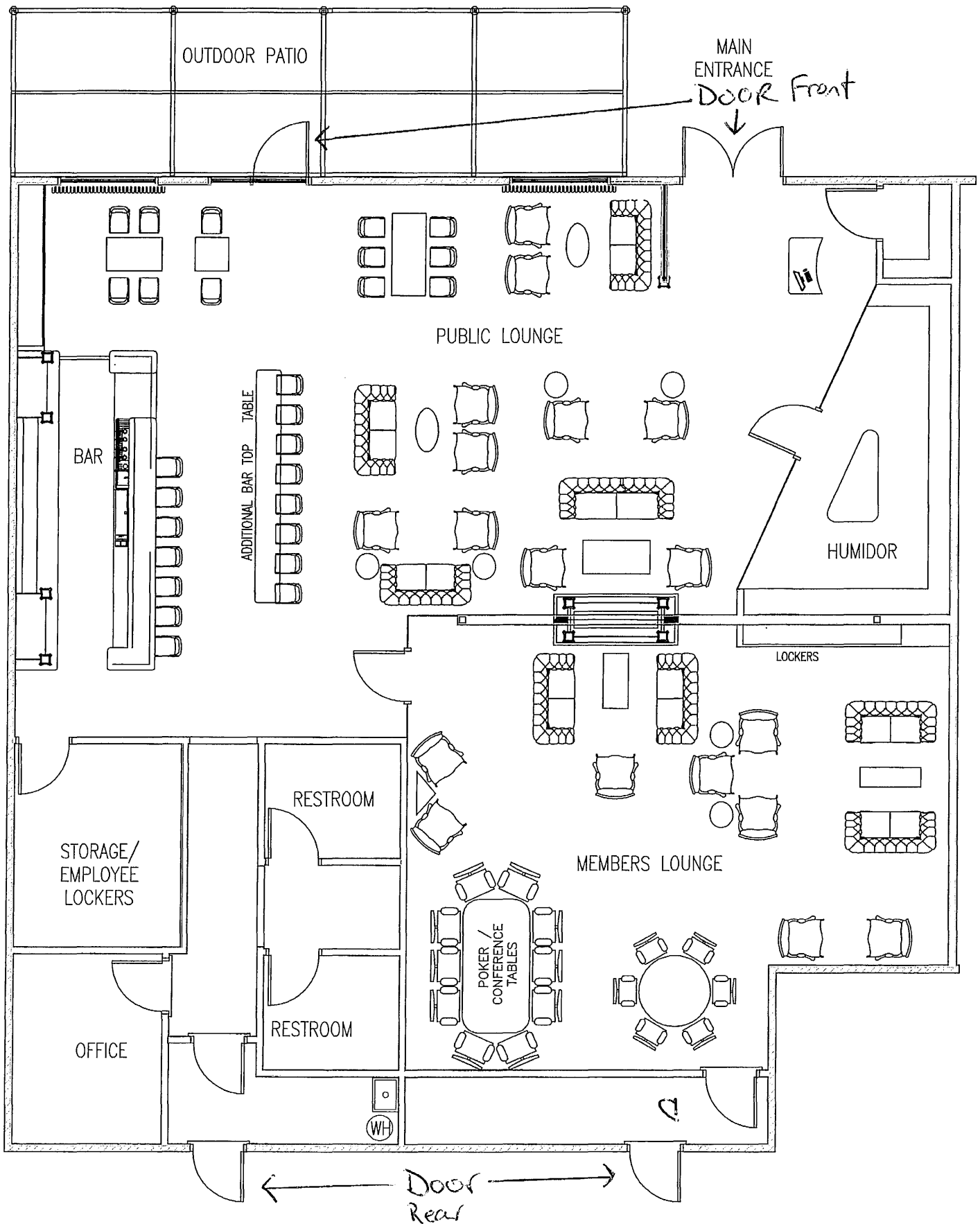
BUYER:

The Dog House Cigar, Inc.,
an Arizona corporation

By 
Scott Miller, President/CEO
Date 04/13/2022

3200 sq Ft.

22 SEP 30 11:47. U.S. AM1206



DO NOT INCLUDE

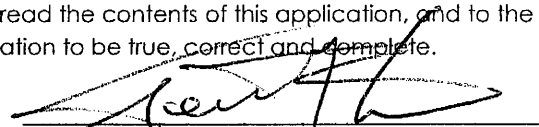
Parking lots, living quarters or areas where business is not conducted under this liquor license. Please identify which orientation is North on the diagram.

IMPORTANT NOTE: As stated in A.R.S. §4-207.01 (B), it is the licensee's responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

SIGNATURE

Declaration:

I, (Print Name) Keith B. Turner, 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

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees: enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.