

**Restaurant Lease of Mixed-Cocktails for Off-
Premises Consumption**

ADDENDUM

1. Parties

This Addendum ("Addendum") is made on this _____ day of _____, 20 ____ by _____ the ("Lessee")

_____ (**Legal Entity**), holder of Restaurant spirituous liquor license No. _____. Under A.R.S. § 4-203.06(B)(2), the Department of Liquor has selected ("Lessor") _____ (**Legal Entity**), holder of a Bar or Liquor Store spirituous liquor license No. _____, to be a party to this Addendum. 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 Addendum may appear herein, are not parties to this Addendum.

2. Relation to Underlying Agreement

- a. The parties to this Addendum are also the parties to the underlying Agreement.
- b. A.R.S. § 4-203.06 requires the parties to enter into this Addendum.
- c. The terms of the Agreement remain in effect except as modified by this Addendum.

3. Term.

The term of this Addendum shall be the same as the term of the Lease Agreement being renewed by the Lessee.

4. Consideration.

As a condition of the effectiveness of this Addendum, and Lessee using the privilege to sell mixed cocktails for off- premises consumption, Lessee shall pay to Lessor, through the Department, the annual Addendum payment of **\$0.00** For the first calendar year that this Addendum is in effect, Lessee shall pay an amount equal to **\$0.00** times the total number of months included in the first calendar year that the Addendum is in effect.

- 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 Addendum 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 Addendum amount before the commencement of any term shall not operate to modify the length of the term.
- d. The above Addendum amount(s), upon transmission to Lessor, are nonrefundable to Lessee.
- e. If after the commencement of this Addendum Lessee's payment method is returned or rejected, the Department shall suspend this Addendum 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 Addendum 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 Addendum other than as expressly provided in this Addendum.

5. Effect of a Transfer of Lessee's or Lessor's License During this Addendum.

If, while this Addendum is in effect, Lessee or Lessor transfers control of its license under A.R.S. § 4-203.06(B)(3)(e), this Addendum is also transferred.

6. Suspension or Revocation

The privileges conveyed to Lessee during the term of this Addendum will continue if Lessor's license is suspended or revoked.

7. 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 Addendum.
- b. During the term of this Addendum, Lessee shall not be subject to the limit on off-sale

use by Lessee's total spirituous liquor sales as prescribed in A.R.S. § 4- 206.01(G).

- c. During the term of this Addendum, all violations and liability for liquor service under the lease shall be attributed only to Lessee. Lessee is not responsible for violations committed by Lessor.

8. 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 Addendum.

9. No Parol Evidence.

This Addendum 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.

10. Severability.

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

11. Change in Law.

The Parties understand and acknowledge that this Addendum 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 Addendum, if a subsequent amendment to Arizona law requires the amendment or cancellation of this Addendum, or if the Department subsequently amends the language of this standard form agreement under A.R.S. § 4-203.06(B)(3)(A).

12. Counterparts.

This Addendum 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 Addendum will have the same force and effect as a signed original.

13. 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 "Indemnitee") 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 Indemnitee 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.

Print Name Owner/Controlling Person (Lessee)

Signature Owner/Controlling Person (Lessee)

Date
