



# City of Madison Liquor/Beer License Application

On-Premises Consumption:  Class B Beer     Class B Liquor     Class C Wine  
 Off-Premises Consumption:  Class A Beer     Class A Liquor

## Section A – Applicant

1. If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?  
 Yes (language: \_\_\_\_\_)  
 No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

- Sí, lenguaje \_\_\_\_\_  
 No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

2. This application is for the license period ending June 30, 2016.
3. List the name of your  Sole Proprietor,  Partnership,  Corporation/Nonprofit Organization or  Limited Liability Company exactly as it appears on your State Seller's Permit.

KAVANAUGH INC

4. Trade Name (doing business as) KAVANAUGH CATERING

5. Address to be licensed 301 Wisconsin Ave

6. Mailing address 1025 N SHERMAN AVE MADISON WI 53704

7. Anticipated opening date MARCH 2016

8. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 2?  
 No     Yes (explain) \_\_\_\_\_

9. Does another alcohol beverage licensee or wholesale permittee have interest in this business?  
 No     Yes (explain) \_\_\_\_\_

## Section B—Premises

10. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

Ball Room, Party Rooms, Library-Auditorium 1st & 2nd

Basement Capacity 1000 - 10,000 sq ft

Liquor will be stored in a room near the kitchen and also in a cooler.

11.  Attach a floor plan, no larger than 8 1/2 by 14, showing the space described above.

12. Applicants for on-premises consumption: list estimated capacity 1000 - 10,000 Sq Ft  
2000

13. Describe existing parking and how parking lot is to be monitored.

\_\_\_\_\_

\_\_\_\_\_

14. Was this premises licensed for the sale of liquor or beer during the past license year?

No  Yes, license issued to Michael H. Losse (name of licensee)

15.  Attach copy of lease.

### Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

16. Name of liquor license agent John P Kavanagh

17. City, state in which agent resides Wauwakee Wisconsin

18. How long has the agent continuously resided in the State of Wisconsin? 66 years

19.  Appointment of agent form and background check form are attached.

20. Has the liquor license agent completed the responsible beverage server training course?

No, but will complete prior to ALRC meeting  Yes, date completed \_\_\_\_\_

21. State and date of registration of corporation, nonprofit organization, or LLC.

Wisconsin July 1978

22. In the table below list the directors of your corporation or the members of your LLC.

Attach background check forms for each director/member.

| Title         | Name             | City and State of Residence |
|---------------|------------------|-----------------------------|
| Pres          | John P Kavanagh  | Wauwakee W.                 |
| Sec Treasurer | Linda S Kavanagh | Wauwakee W.                 |
|               |                  |                             |
|               |                  |                             |
|               |                  |                             |
|               |                  |                             |

23. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

John Kavanagh

33. Utilizing your market research, describe your target market.

MADISON & DANE COUNTY RESIDENTS MOSTLY NOT  
NOT EXCLUSIVELY

34. Describe how you plan to advertise and promote your business. What products will you be advertising?

WEDDING - BUSINESS MEETING - UPGRADE SOCIAL  
EVENTS

35. Are you operating under a lease or franchise agreement?  No  Yes

36. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin?  
 No  Yes

### Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

37. Do you plan to have live entertainment?  No  Yes—what kind? MUSIC THAT

WOULD BE APPROPRIATE TO WEDDING RECEPTIONS

38. What age range do you hope to attract to your establishment? 25-40

39. What type of food will you be serving, if any? \_\_\_\_\_  
 Breakfast  Brunch  Lunch  Dinner

40. Submit a sample menu if applicable. What will be included on your operational menu?  
 Appetizers  Salads  Soups  Sandwiches  Entrees  Desserts  
 Pizza  Full Dinners

41. During what hours of operation do you plan to serve food? DURING EVENTS

42. What hours, if any, will food service not be available? \_\_\_\_\_

43. Indicate any other product/service offered. \_\_\_\_\_

44. Will your establishment have a kitchen manager?  No  Yes

45. Will you have a kitchen support staff?  No  Yes

46. How many wait staff do you anticipate will be employed at your establishment? 6-12

During what hours do you anticipate they will be on duty? DURING EVENTS TIMES

47. Do you plan to have hosts or hostesses seating customers?  No  Yes

24. Is applicant a subsidiary of any other corporation or LLC?

No  Yes (explain) \_\_\_\_\_

25. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

No  Yes (explain) KAVANAUGH'S ESQUIRE CLUB

### Section D—Business Plan

26. What type of establishment is contemplated?

Tavern  Nightclub  Restaurant  Liquor Store  Grocery Store

Convenience Store without gas pumps  Convenience Store with gas pumps

Other \_\_\_\_\_

27. Business description \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. Hours of operation \_\_\_\_\_

29. Describe your management experience OWNED AND OPERATED ESQUIRE CLUB SINCE ABOUT 1978

\_\_\_\_\_

30. List names of managers below, along with city and state of residence.

JOHN KAVANAUGH WAUNAKEE BRIDGET KAVANAUGH WAUNAKEE  
JACKIE KAVANAUGH MADISON \_\_\_\_\_

31. Describe staffing levels and staff duties at the proposed establishment \_\_\_\_\_

KITCHEN STAFF - BARTENDERS - SERVING STAFF - MANAGEMENT

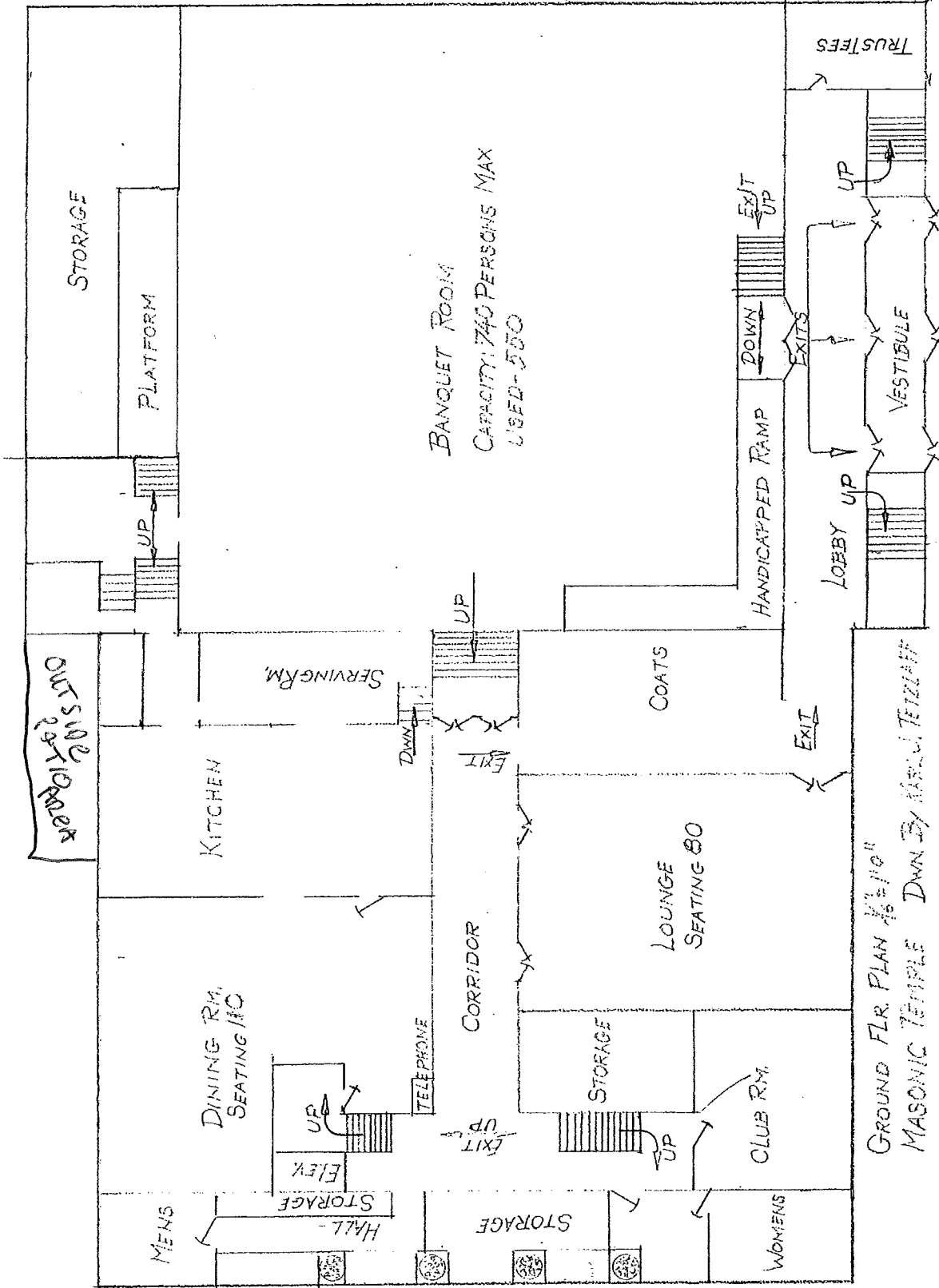
32. Describe your employee training ON GOING TRAINING ACCORDING TO

NEED AND STAFFING LEVEL

48. Do your plans call for a full-service bar?  No  Yes  
 If yes, how many barstools do you anticipate having at your bar? \_\_\_\_\_  
 How many bartenders do you anticipate having work at one time on a busy night? 2
49. Will there be a kitchen facility separate from the bar?  No  Yes
50. Will there be a separate and specific area for eating only?  
 No  Yes, capacity of that area \_\_\_\_\_
51. What type of cooking equipment will you have?  
 Stove  Oven  Fryers  Grill  Microwave
52. Will you have a walk-in cooler and/or freezer dedicated solely to the storage of food products?  
 No  Yes
53. What percentage of payroll do you anticipate devoting to food operation salaries? 85%
54. If your business plan includes an advertising budget:  
 What percentage of your advertising budget do you anticipate will be related to food? \_\_\_\_\_  
 What percentage of your advertising budget do you anticipate will be drink related? 15%
55. Are you currently, or do you plan to become, a member of the Madison—Dane County Tavern League or the Tavern League of Wisconsin?  No  Yes
56. Are you currently, or do you plan to become, a member of the Wisconsin Restaurant Association or the National Restaurant Association?  No  Yes
57. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. New establishments estimate percentages:  
10 % Alcohol 90 % Food \_\_\_\_\_ % Other
58. Do you have written records to document the percentages shown?  No  Yes  
 You may be required to submit documentation verifying the percentages you've indicated.

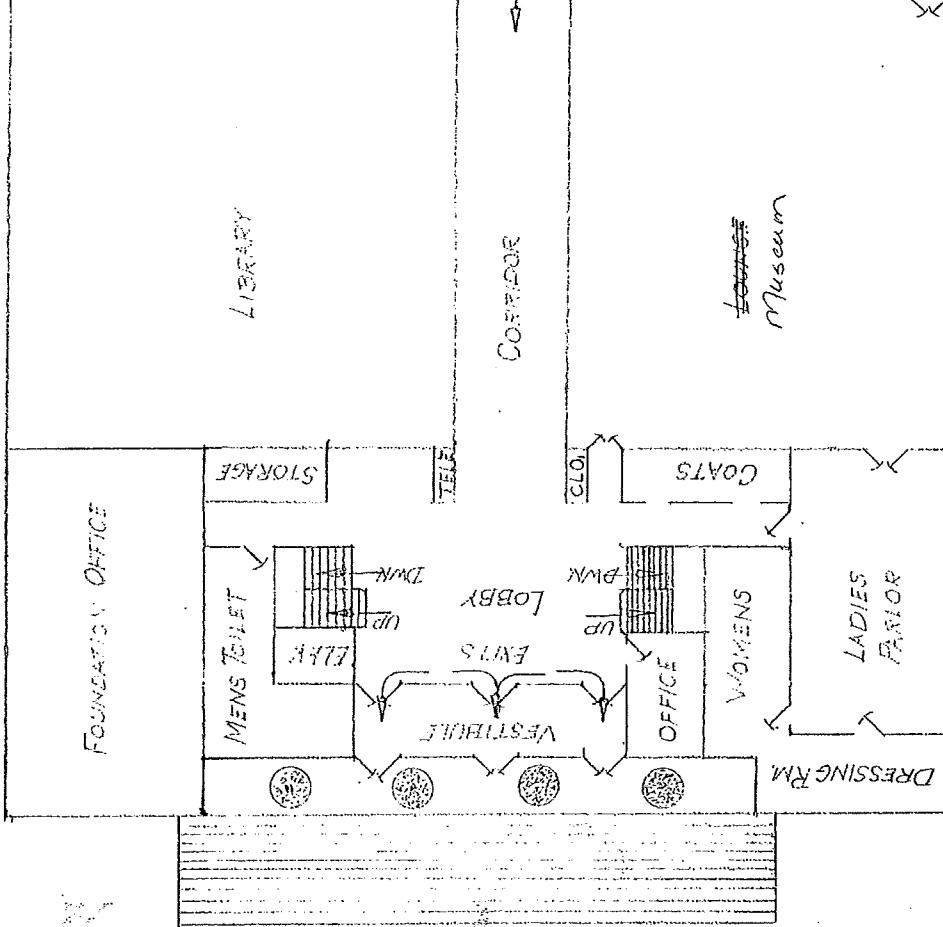
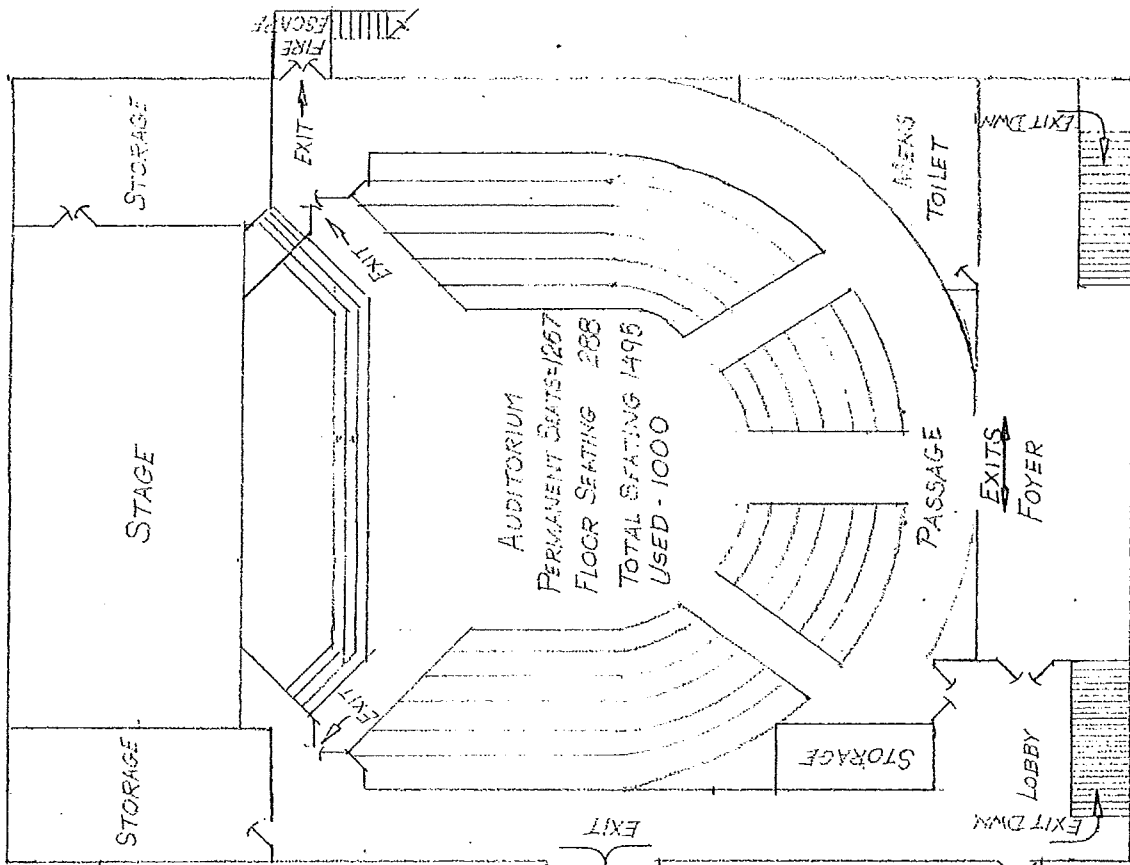
### Section F—Required Contacts and Filings

59. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted.  No  Yes
60. I understand that I am required to host an information session at least one week before the ALRC meeting.  No  Yes
61. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session.  No  Yes
62. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting.  No  Yes
63. I agree to contact the Alcohol Policy Coordinator prior to the ALRC meeting.  No  Yes
64. I agree to contact the neighborhood association representative prior to the ALRC meeting.  
 No  Yes



GROUND FLR PLAN 1/8" = 1'-0"  
 MASONIC TEMPLE DWN BY MARSH TETZLFF

301 Wisconsin Ave  
 Mar 1997  
 Masonic Ctl



FIRST FLOOR SCALE 1/8" = 1'-0"  
 MASONIC TEMPLE DWN BY KIRLU TETELAFF

# CATERING AGREEMENT

This agreement is entered into between the Madison Masonic Center Foundation, a 501(3)(c) corporation, (MMCF) and Kavanaugh Catering (Caterer). The Caterer has been selected to provide catering services for events held at the Madison Masonic Center (MMC) located at 301 Wisconsin Avenue in the City of Madison for which the MMCF is the governing body.

Term of Agreement: This Agreement shall commence on or about March 15, 2016 and shall remain in effect for as long as mutually agreeable to the parties. Either party may terminate the agreement by delivering notice, in writing, no less than 90 days before proposed termination. Both parties agree to cooperate in a smooth transition for provision of replacement services.

The MMC is registered as a Historic Landmark. The Caterer agrees that they shall make no improvements, or engage in any activity that may affect or alter the MMC's Landmark status, or MMCF's 501(3)(c) status.

It is agreed that various Masonic Bodies who occupy the MMC as tenants may serve food items in connection with their meetings or events held in the MMC. It is suggested, and the Caterer will not be required to be present during such events. The Caterer may be asked to prepare and serve food for a Masonic Occupying Body event, in which case, the Occupying Body will not be allowed to bring any food or beverage into the building unless specifically approved in writing by the Caterer. The intent of this paragraph is to mitigate any liability of the Caterer for food or beverage products not prepared by the Caterer.

It is agreed that any provision or part of this agreement that is determined to be in violation of any Federal or State Law or Code, or any Local Ordinance or Code shall not be enforceable. It is also agreed that any such provision or part shall not materially affect the remaining Agreement or any Amendments thereto.

Menu and Pricing: The Caterer shall work with the MMCF Business Manager and Event Manager to establish menu selections and pricing for events held at the MMC.

The Caterer shall be responsible for procuring food product for events and paying for the purveyors for the same. The MMCF shall be responsible for collecting payments from the event sponsor/host for food served. The MMCF shall, deduct from such payments collected deduct any Wisconsin Sales Tax collected and remit to the Caterer eighty-five percent (85%) of the net food proceeds.



# CATERING AGREEMENT

Equipment: The MMC has a commercial kitchen which may be used by the caterer for food storage, preparation and service. An inventory of equipment, dinner ware, flat ware and other equipment will be completed and attached to this agreement within 30 days of Kavanaugh Catering assuming the Catering Services under this Agreement. Such equipment shall remain the property of the MMCF. The Caterer shall be allowed to bring other equipment owned by the Caterer, but shall keep a written inventory, which shall be provided to the MMCF.

The parties agree that the commercial ranges, deep fryer, and convection ovens have reached their useful life and are in need of replacement. The Caterer shall purchase such equipment which is estimated to be approximately \$XXXX.00 and shall be the property of the MMCF. The MMCF agrees that should this agreement terminate prior to March 1, 2017, the MMCF will reimburse the Caterer \$1,000.00 for each month from the Termination date to March 1, 2017.

Repairs and Maintenance: The Caterer shall be responsible for the repair and maintenance, and payment for the same, of equipment located in the food service areas. This shall include, but not be limited to periodic cleaning of grease traps and disposal or recycling in compliance with applicable State and/or Local Codes.

Alcohol Service: The Caterer shall have the current City of Madison Liquor License for the 301 Wisconsin Avenue location transferred to Kavanaugh Catering and shall maintain said license during the Term of this Agreement. At the termination of this Agreement, the license shall revert to the MMCF or be transferred to an entity named by the MMCF at that time.

The Caterer shall supply all beer, wine, liquor, mixers and soda for events held at the MMC. The Caterer shall be responsible for procuring such products and for payment of the same. The Caterer shall collect and provide an accounting to the MMCF of such amounts collected at a cash bar. The Caterer will remit to the MMCF fifteen percent (15%) of the gross proceeds of the cash bar.

The MMCF will collect any amounts for any beverages supplied by the sponsor/host via event contract and will remit to the Caterer eighty-five percent (85%) of such amounts.

Staff: The Caterer shall be responsible for kitchen staff, wait staff and bartenders. The Caterer shall be responsible for hiring, training, uniforms, compensation and any licensing of such staff.

# CATERING AGREEMENT

Insurance: The Caterer shall, entirely at their own expense, maintain during the period which any action may be brought against either party, Insurance coverage which shall name the MMCF as an Additional Insured. Certificates of Coverage shall be provide to the MMCF for the initial covered period and for each renewal period. Coverage shall include, but not be limited to: Commercial General Liability; Workers' Compensation/Employer Liability (as applicable); Automobile Liability.

Indemnification: Caterer hereby agrees to indemnify, defend and hold harmless without limit the MMCF, and its' officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the food and beverage services provided, or the performance of this Agreement, caused by any act or omission of Caterer, it's agents, servants, employees, invitees or others.

Amendments: The parties agree that this Agreements may be amended from time to time as necessary by mutual agreement. Such Ammendments shall be in writing signed and dated by both parties. The signature for the MMCF shall be the President of the MMCF Board of Directors at the time the Amendment is executed.

The Caterer and the MMCF agree to work cooperatively for the mutual benefit and success of each other.

Executed this \_\_\_\_\_ day of December, 2015.

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John Kavanaugh, III  
President  
Kavanaugh Catering

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Matthew A. Hughey  
President  
Madison Masonic Center Foundation