NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on Monday, May 19, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application for a retail liquor license for Jeyniel y Keileb LLC dba Tuyo y Mio, 1267 26 Avenue, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus Shuraya Choat, City Clerk

Publish 05:08:25 Affidavit of Publication



COLUMBUS POLICE DEPARTMENT

2330 14th Street · Columbus, Nebraska 68601 · Phone (402) 564-3201 · Fax (402) 562-7325

TO:

HONORABLE MAYOR AND CITY COUNCIL

CITY OF COLUMBUS

FROM:

BRET D. STRECKER, CHIEF OF POLICE

DATE:

MAY 6, 2025

SUBJECT:

TUYO Y MIO (JEYNIEL Y KEILEB, LLC)

1267 26TH AVENUE

COLUMBUS, NEBRASKA

LIQUOR MANAGER: DAYNIEL BETANCOURT ROMERO

Tuyo y Mio is a bar/night club in Columbus.

A. The adequacy of existing law enforcement resources and services in the area:

There are adequate law enforcement resources and services in the area.

B. The recommendation of the police department or any other law enforcement agency:

The Columbus Police Department has no recommendation.

C. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking:

There seems to be no traffic or parking problems in the long-term. There will be adequate parking within the area of their business.

D. Zoning restrictions and the local governing body's zoning and land-use policies:

The area is zoned for business.

Liberty in Law

E. Sanitation or sanitary conditions on or about the proposed licensed premises:

Sanitation or sanitary conditions are in order.

F. The existence of a citizen's protest or opposition to the application:

There is no known citizen protest or opposition to the application.

G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:

There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.

H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:

There are twelve liquor licenses in the near vicinity of this location. One is Micek's Shangri-la which is 500 feet away or a 2 minute walk, one is Oasis Bar which is 450 feet away or a 2 minute walk, one is The Friedhof Room at Schweser's which is 500 feet away or a 2 minute walk, one is at Duster's Restaurant/Gottberg Brew Pub which is 0.2 miles away or a 4 minute walk, one is El Tapatio Restaurant which is 0.1 miles away or a 3 minute walk, one is Cork & Barrel which is 0.1 miles away or a 3 minute walk, one is Barrel House which is 0.2 miles away or a 5 minute walk, one is J & C Avenue Bar which is 0.2 miles away or a 5 minute walk, one is Reeder's 11th Street Grub & Pub Bar which is 0.2 miles away or a 4 minute walk, one is Ski's Lounge which is 0.2 miles away or a 5 minute walk, one is Husker Bar which is 0.3 miles away or a 6 minute walk, and there is also Buchers Saloon (Glur's) which is 0.3 miles away or a 7 minute walk.

I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:

The proposed license is compatible with this area.

J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:

The type of business and activity proposed will be consistent with public intent.

K. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53-102:

There is no evidence shown that the applicant will not ensure that all alcoholic beverages will be handled by persons in accordance with section 53-102.

L. Whether the applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

There is no evidence that the applicant will not take every reasonable precaution to prevent shoplifting and the area is reasonably secured.

M. Whether the applicant is fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of, and rules and regulations adopted and promulgated pursuant to the act:

There is no evidence showing that the applicant is not fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of, and rules and regulations adopted and promulgated pursuant to the act.

N. Whether the applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act:

There is no evidence shown that the applicant will not demonstrate that the type of management and control over the licensed premises and will ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act.

O. The background information of the applicant established by information contained in the public records of the commission and investigations conducted by law enforcement agencies:

The background information does not reveal any felony arrests or violations of the applicant.

P. Past evidence of discrimination involving the applicant as evidenced by findings of fact before any administrative board or agency of the local

governing body, and other governmental board or agency of the local governing body, and other governmental unit, or any court of law:

There is no evidence of discrimination involving the applicant.

Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local body or the employees of the commission or local governing body in regards to the license application or liquor investigations. The applicant shall be required to cooperate in providing a full disclosure to the investigation agents of the local governing body.

The applicant and applicant's representatives have not suppressed or provided inaccurate information to the local governing body.

R. Proximity of and impact on schools, hospitals, libraries, parks, and other public institutions:

There does not appear that there will be any impact on local schools, libraries, parks, and other public institutions.

S. Whether activities proposed to be conducted on the licensed premises or in adjacent related outdoor areas will create unreasonable noise or disturbance:

Activities will not create unreasonable noise.

T. Compliance with state laws, liquor rules and regulations and municipal ordinances and regulations and whether or not the applicant has ever forfeited bond to appear in court to answer charges of having committed a felony or charges of having violated any law or ordinance enacted in the interest of good morals and decency or has been convicted of violating or has forfeited bond to appear in court and answer charges for violating any law or ordinance relating to alcoholic liquor:

There is no evidence to show that the applicant has forfeited bond to appear in court for violating any liquor law or ordinance relating to alcoholic liquor.

LIQUOR APPLICATION REPORTS ENGINEER'S REPORT

DATE: May 6, 2025 DUE DATE: May 13, 2025

Applicant Jeyniel y Keileb LLC dba Tuyo y Mio

Address 1267 26th Avenue, Columbus, NE 68601

Legal Description N20' S62' Lot 4 Blk 84 Original Columbus

IS (x) IS NOT () WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

IF NOT, DO NOT PROCEED - NOTIFY THE MUNICIPAL CLERK'S OFFICE AND RETURN THIS FORM

Requested License or Action: Class I

Existing Zoning: B-1

Existing Land Use: Commercial

Adjacent Land Use and Zoning:

North: B-1

South: B-1

East: B-1

West: B-1

General Neighborhood/Area Land Uses: Commercial

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): Arterial - 26th Avenue

Street Width and Profile: BC to BC 57'

Speed Limit: 20 mph

Average Daily Traffic Count: 1,705 ADT (2021)

Richard J. Bogus, P.E.

City Engineer



Nebraska Liquor Control

301 Centennial Mall South - 1st Floor PO Box 95046 Lincoln NE 68508

Additional Information Requested

File Number: 91703

LICENSE TYPE ADDITIONAL INFORMATION DATE

RECEIVED

Class I Beer, Wine, Spirits On

Sale Only

2025-04-30

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

LICENSEE TYPE

Jeyniel y Keileb, LLC Corporation

DOING BUSINESS AS CORPORATE NUMBER

Tuyo y Mio

INCORPORATION DATE

2025-03-21

CORRESPONDENCE ADDRESS

2422 6th Street, Columbus, Nebraska 68601

MAILING ADDRESS

PHYSICAL ADDRESS

1627 26th Avenue, Columbus, Nebraska 68601

CONTACT NAME PREFERRED CONTACT METHOD

Dayniel Betancourt Romero Email

CONTACT PHONE ALTERNATE PHONE

(402) 920-0049

FAX	EMAIL
	jeikismylove@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Dayniel Romero Betancourt	President		50
Ricardo Valdes	Vice President		50

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION REQUESTED

Please confirm the premises address.

Thank you, Corrinne Andersen - Licensing - (402) 471-2896 corrinne.andersen@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

Premise address is 1267 26th Ave, Columbus NE

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Lease.pdf	Lease
Additional Document	Disney Resident Card.pdf	Disney Resident Card
Additional Document	Ricardo Resident Card.pdf	Ricardo Resident Card
Additional Document	Jeynias Resident Card.pdf	Jeniyas Resident Card
Additional Document	Dayniel Resident Card.pdf	Dayniel Resident Card
Lease / Deed / Purchase Agreement	Lease.pdf	Lease

Additional Document	Disney Resident Card.pdf	Disney Resident Card
Additional Document	Ricardo Resident Card.pdf	Ricardo Resident Card
Additional Document	Jeynias Resident Card.pdf	Jeniyas Resident Card
Additional Document	Dayniel Resident Card.pdf	Dayniel Resident Card
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Additional Document	Dayniel Resident Card.pdf	Dayniel Resident Card
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Additional Document	Disney Resident Card.pdf	Disney Resident Card
Additional Document	Ricardo Resident Card.pdf	Ricardo Resident Card
Additional Document	Jeynias Resident Card.pdf	Jeniyas Resident Card
Additional Document	Dayniel Resident Card.pdf	Dayniel Resident Card

APPLICANT

Dayniel Betancourt Romero



Nebraska Liquor Control

301 Centennial Mall South - 1st Floor PO Box 95046 Lincoln NE 68508

Application Copy

File Number: 91703

LICENSE TYPE

Class I Beer, Wine, Spirits On

Sale Only

APPLICATION DATE RECEIVED

2025-04-18

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME LICENSEE TYPE

Jeyniel y Keileb, LLC Corporation

DOING BUSINESS AS CORPORATE NUMBER

Tuyo y Mio

INCORPORATION DATE

2025-03-21

CORRESPONDENCE ADDRESS

2422 6th Street, Columbus, Nebraska 68601

MAILING ADDRESS

PHYSICAL ADDRESS

1627 26th Avenue, Columbus, Nebraska 68601

CONTACT NAME PREFERRED CONTACT METHOD

Dayniel Betancourt Romero Email

CONTACT PHONE ALTERNATE PHONE

(402) 920-0049

FAX

jeikismylove@gmail.com

CORPORATE STRU	CTURE		
NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Dayniel Romero Betancourt	President		50
Ricardo Valdes	Vice President		50
ADDITIONAL INFORI	MATION		
MARITAL STATUS			
Single			
MANAGED BY AGEN	ΙΤ		
PREMISES TYPE		PREMISES NAME	
Bar/Lounge (on prem)		Tuyo y Mio	
OPERATOR		CORPORATE LIMIT DES	SIGNATION
Dayniel Betancourt Romero		Inside	
LEASE OR OWN		EXPIRATION DATE	
Lease 2028-02-2		2028-02-28	
PHYSICAL ADDRESS 1267 26th Avenu Columbus, NE 6	ue		
MAILING ADDRESS			
2422 6th Street,	Columbus, Nebra	aska 68601	
CONTACT NAME PREFERRED CONTACT METHOD		METHOD	
Dayniel Betanco	ourt Romero	Email	
CONTACT PHONE (402) 920-0049		ALTERNATE PHONE	

FAX	jeikismylove@gmail.com
PREMISES MANAGER Dayniel Betancourt Romero	PREMISES MANAGER EMAIL jeikismylove@gmail.com

QUESTIONS

Class I Beer, Wine, Spirits On Sa

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE:

NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet* A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L59, W19

3. Is there an outdoor area?
*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?
No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

2

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

- 8. Are you acquiring any alcohol prior to obtaining this liquor license?
 No
- 9. What date do you intend to open for business? 5/1/25
- 10 What are the anticipated hours of operation?

Friday: 2pm to 1am Saturday: 9pm to 1am Sunday: 2pm to 10pm

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

No

12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

Yes

The two members of the limited liability company will share the profits. The two members are Dayniel Betancourt Romero and Ricardo Valdes

13 Is anyone listed on this application a law enforcement officer?

No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

US Bank

Dayniel Betancourt Romero

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

No

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

18 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

None

19 Has the premises location been previously licensed within the last 2 years?

Yes

20 Are you applying for a Temporary Operating Permit?

No

21 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name? Dayniel Betancourt Romero

- 22 What is the manager's address?2422 6th Street, Columbus, Nebraska 68601
- 23 What is the manager's phone number? 402-920-0049
- 24 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - https://www.nebraska.gov/apps-sos-voter-registration/

N/A

25 What is the manager's email address? An email will be sent to them to obtain their personal information.

jeikismylove@gmail.com

26 Is the manager married?

Yes Jeniyas A. Dominguez Garcia jeynielbetancourt@gmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Lease.pdf	
/ igreement		
Premises Description & Diagram	Diagram.pdf	
Diagram		
Business Plan	Business Plan.pdf	
Privacy Act Statement	Signed Privacy Act Documents.pdf	
	Documents.pur	

APPLICANT

Dayniel Betancourt Romero

DECLARATION

☑ I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.



Nebraska Liquor Control

301 Centennial Mall South - 1st Floor PO Box 95046 Lincoln NE 68508

Additional Information Requested

File Number: 91703

LICENSE TYPE ADDITIONAL INFORMATION DATE

RECEIVED

Class I Beer, Wine, Spirits On

Sale Only

2025-05-02

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

LICENSEE TYPE

Jeyniel y Keileb, LLC Corporation

DOING BUSINESS AS CORPORATE NUMBER

Tuyo y Mio

INCORPORATION DATE

2025-03-21

CORRESPONDENCE ADDRESS

2422 6th Street, Columbus, Nebraska 68601

MAILING ADDRESS

PHYSICAL ADDRESS

1267 26th Avenue, Columbus, Nebraska 68601

CONTACT NAME PREFERRED CONTACT METHOD

Dayniel Betancourt Romero Email

CONTACT PHONE ALTERNATE PHONE

(402) 920-0049

FAX EMAIL

jeikismylove@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Dayniel Romero Betancourt	President		50
Ricardo Valdes	Vice President		50

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION REQUESTED

Please upload the updated diagram and confirm that you would like the basement added to the description (answer in the comment box).

Thank you,

ADDITIONAL INFORMATION PROVIDED

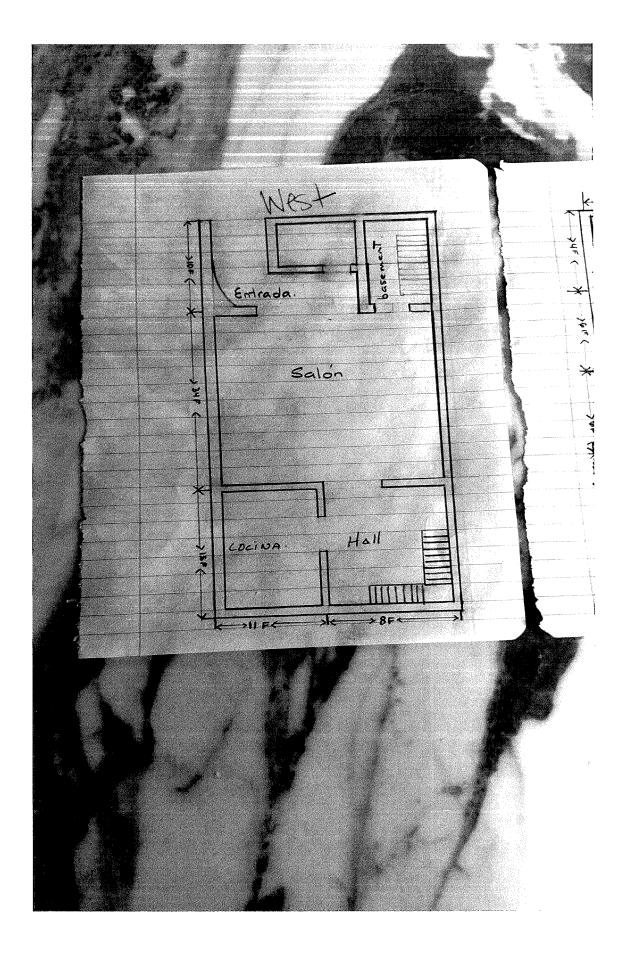
Basement will be used for storage of alcohol

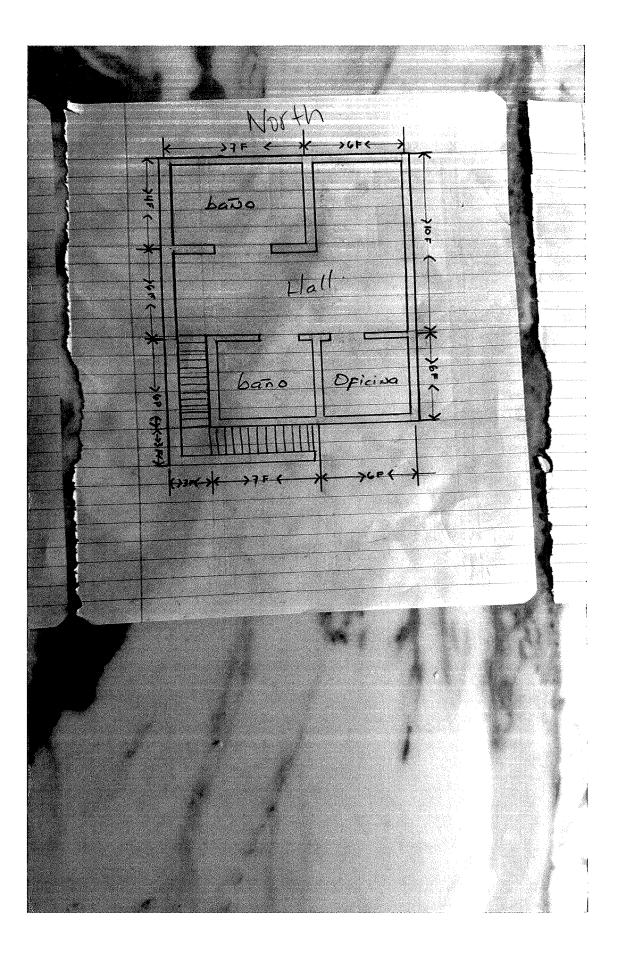
DOCUMENTS

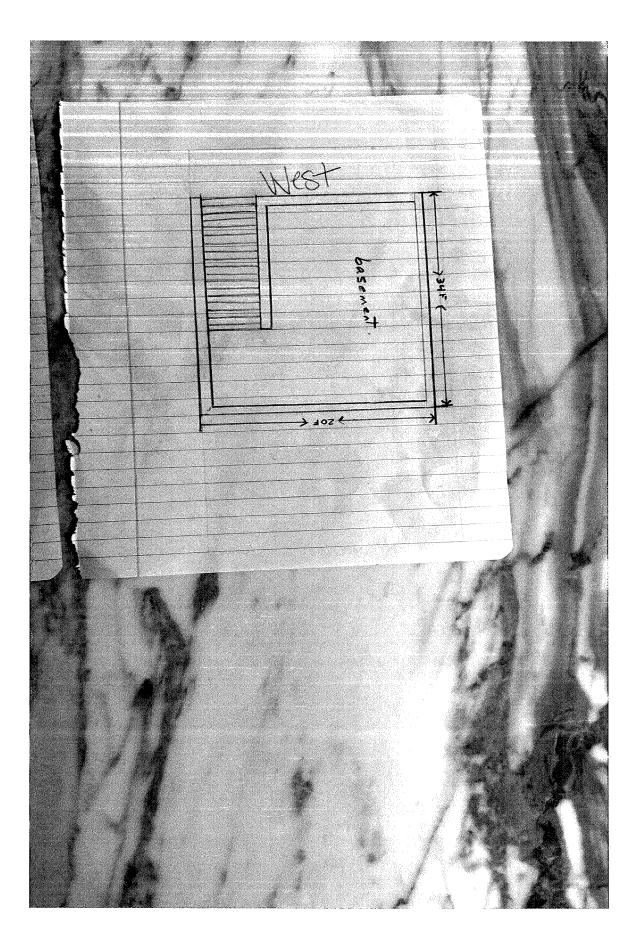
TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	Updated Diagram.pdf	Corrected Diagram

APPLICANT

Dayniel Betancourt Romero







Business Plan

The main nature of the business is a nightclub.

Alcohol will be sold to individuals at the nightclub.

The anticipated hours of operation are:

Friday: 2pm to 1am Saturday: 9pm to 1am Sunday: 2pm to 10pm

The general plan for management is a nightclub ran by Dayniel Betancourt Romero and Ricardo Valdes who will both be responsible for management.

Nebraska Secretary of State

JEYNIEL Y KEILEB, LLC

Fri Apr 18 16:31:57 2025

SOS Account Number

2503151008

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

DAYNIEL BETANCOURT ROMERO 2422 6TH STREET

COLUMBUS, NE 68601

Designated Office Address

2422 6TH STREET

COLUMBUS, NE 68601

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Mar 21 2025

Next Report Due Date

Jan 01 2027

Filed Documents

Filed documents for JEYNIEL Y KEILEB, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Mar 21 2025	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Apr 18 2025	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

 If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Purchase Now

Certificate of Good Standing - USPS Mail Delivery \$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Continue to Order

↑ Back to Top



Nebraska Liquor Control

301 Centennial Mall South - 1st Floor PO Box 95046 Lincoln NE 68508

Additional Information Requested

File Number: 91703

LICENSE TYPE ADDITIONAL INFORMATION DATE

RECEIVED

Class I Beer, Wine, Spirits On

Sale Only

2025-04-24

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME LICENSEE TYPE

Jeyniel y Keileb, LLC Corporation

DOING BUSINESS AS CORPORATE NUMBER

Tuyo y Mio

INCORPORATION DATE

2025-03-21

CORRESPONDENCE ADDRESS

2422 6th Street, Columbus, Nebraska 68601

MAILING ADDRESS

PHYSICAL ADDRESS

1627 26th Avenue, Columbus, Nebraska 68601

CONTACT NAME PREFERRED CONTACT METHOD

Dayniel Betancourt Romero Email

CONTACT PHONE ALTERNATE PHONE

(402) 920-0049

FAX	EMAIL
	jeikismylove@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Dayniel Romero Betancourt	President		50
Ricardo Valdes	Vice President		50

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION REQUESTED

The name of the tenant on the lease needs to be Jeyniel y Keileb, LLC not your personal names, please correct and upload.

Thank you, Corrinne Andersen - Licensing - (402) 471-2896 corrinne.andersen@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Lease.pdf	Lease
Additional Document	Disney Resident Card.pdf	Disney Resident Card
Additional Document	Ricardo Resident Card.pdf	Ricardo Resident Card
Additional Document	Jeynias Resident Card.pdf	Jeniyas Resident Card
Additional Document	Dayniel Resident Card.pdf	Dayniel Resident Card
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Additional Document	Dayniel Resident Card.pdf	Dayniel Resident Card
Lease / Deed / Purchase Agreement	Lease.pdf	Lease
Additional Document	Disney Resident Card.pdf	Disney Resident Card
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Lease / Deed / Purchase Agreement	Lease.pdf	Lease
Additional Document	Disney Resident Card.pdf	Disney Resident Card
Additional Document	Ricardo Resident Card.pdf	Ricardo Resident Card
Additional Document	Jeynias Resident Card.pdf	Jeniyas Resident Card
Additional Document	Dayniel Resident Card.pdf	Dayniel Resident Card

APPLICANT

Dayniel Betancourt Romero



COMMERCIAL LEASE AGREEMENT

(Nebraska)

Background

- A. This is an agreement to let commercial real property according to the terms set out below.
- B. The Landlord, the Tenant and the Premises are as set out in Schedule 1 of this Agreement.
- C. Collectively, the Landlord and Tenant will be referred to as 'The Parties'.

IN CONSIDERATION OF the Landlord letting and the Tenant renting the Premises, both parties agree to keep, perform and fulfil the following promises, conditions and agreements:

<u>Term</u>

- 1. The Term of this Agreement will start on 3/01/2025 and end on 3/01/2028. The Lease Start Date and Lease End Date are set out in Schedule 1.
- 2. Tenant shall notify Landlord in advance of any anticipated extended absences from the Premises
- 3. Prior to the Lease End Date, the Parties may, in writing, agree to extend the Term of this Agreement.

Commercial Use Only

4. The Landlord agrees to lease the Premises to the Tenant for use as a commercial premises only. The Tenant undertakes not to use it for any other purpose including, but not limited to using it as a residential home.

Rent

- 5. The amount of Rent per month is \$2,000 Dollars
- 6. The Rent will increase on an annual basis at the rate set out in Schedule 1.
- 7. The first full Rent payment under this Agreement shall be due on the Lease Start Date specified in Schedule 1. No holidays, special events, or weekends shall excuse Tenant's obligation to pay timely rent as described by this Agreement.
- 8. The Landlord may amend the Rent Payment Details from time to time by giving the Tenant 7 days' notice.
- 9. For any payment that is not paid within one day of its due date, Tenant shall pay a late fee equal to \$75 dollars.

Holdover

10. If Tenant maintains possession of the Premises for any period after the termination of this lease (henceforth, the 'Holdover Period'), Tenant shall pay to the Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the normal payment rate from the last rent period under this Agreement, pro-rated based on the actual number of holdover days.

Utilities



11. The TENANT shall be responsible for paying and maintaining provision of all utilities under this Agreement.

Maintenance

12. The TENANT shall be responsible for maintaining the Premises in good repair at all times during the term of this Agreement.

Possession

- 13. The Tenant is entitled to possession during the Term of this lease. Upon expiration of the Term, the Tenant agrees to surrender possession and deliver to the Landlord the Premises and all furniture and decorations within the Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted.
- 14. The Landlord shall not directly or indirectly, through any agent, employee, or otherwise representative, lease any space within the property (except the Premises described by this Agreement), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity without an express agreement in writing signed by both Parties. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Eminent Domain

- 15. This Agreement automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have the right to claim:
 - a. Value of the Lease Agreement.
 - b. Moving and Relocation Expenses.

Quiet Enjoyment

16. During the Term of this Agreement, all Tenants have the right of quiet enjoyment of the Premises. If TENANTS on the upper level END rental agreement do to noise or disturbance caused by your business you will be responsible for those rental fees, or LANDLORD has the right to terminate your lease at that point.

Cumulative Rights

17. The rights of the Parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by federal, state or local law.

Security Deposit

- 18. The Tenant undertakes to pay to the Landlord a deposit, the amount of which is set out in Schedule 1, to cover damages and cleaning. \$2,000 deposit
- 19. The Landlord agrees that they will refund the Tenant the deposit, minus any deductions, within 30 days of the Lease End Date. The Landlord will explain the reason for any deduction in writing within 30 days of the Lease End Date.
- 20. The Landlord may only make deductions for damage to the contents of the Premises that are over and above reasonable wear and tear.



- 21. The Landlord will upon the written request of the Tenant, at the Landlord's expense, compile an itinerary of the contents and condition of the property contained within the Premises. The Tenant may request such an itinerary up until the Lease Start Date.
- 22. If there is a disagreement over the Landlord's deductions, the Parties agree to undertake mediation and abide by any decision of the Mediator regarding the size of a reasonable deduction. If the Parties cannot agree on a mediator for their dispute, they undertake to use the processes of the American Arbitration Association to appoint a mediator on their behalf. The fee for such a mediation will be split equally between the Parties.

Insurance

- 23. The Parties shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The Tenant's insurance shall be not less than the amount specified as the Tenant's Minimum Insurance in Schedule 1. The Landlord will be named as an additional insured party on any and all such policies. Tenant shall deliver evidence to Landlord as proof of adequate insurance in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such policies. Tenant shall also maintain any other insurance which Landlord reasonably requires for the protection of Landlord's interests in the Premises. Tenant is responsible for maintaining property insurance on its own property.
- 24. Tenant shall maintain appropriate liability insurance on the Premises. The Tenant's insurance shall be not less than the amount specified as the Tenant's Minimum Insurance in Schedule 1. Tenant shall deliver evidence to Landlord as proof of adequate insurance in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such policies.

Landlord Access to Premises

- 25. Subject to Tenant's consent, which shall not be unreasonably withheld, the Landlord may enter the Premises upon 24 hours' notice for any of the following reasons:
 - a. To inspect the Premises.
 - b. To maintain the Premises.
 - c. To make repairs that the Landlord is obligated to perform.
 - d. To provide necessary services.
 - e. To show the unit to prospective buyers, lessors or workers.
- 26. The Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in case of an emergency, Landlord may enter the Premises without Tenant's prior consent.
- 27. During the last three months of this Agreement, or any extended Term of this Agreement, Landlord shall be allowed access to the Premises to display 'To Let' signs and show the Premises to prospective future tenants.

Alterations or Improvements

- 28. The Tenant shall have the obligation to conduct any construction or remodelling (at Tenant's expense) that may be required to use the Premises.
- 29. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and



- such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld.
- 30. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent.
- 31. At the end of the Term, Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Agreement.

Taxes

- 32. Taxes related to the Premises, or its use shall be allocated in the following way:
 - a. Real Estate Taxes- Landlord shall pay all real estate taxes and assessments for the Premises.
 - b. Personal Taxes- Landlord shall pay all personal taxes and any other charges which may be levied against the Premises, and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

<u>Termination upon Sale of Premises</u>

33. Notwithstanding any other provisions in this Agreement, the Landlord may terminate this Agreement upon 28 days' written notice to Tenant that the Premises has been sold.

Event of Default

- 34. The Tenant will default under this Agreement if any one or more of the following events ('the Event of Default') occurs:
 - a. The Tenant fails to pay the Rent to the Landlord or any amount of it due or within any grace period.
 - b. The Tenant fails to perform any of its obligations under this Agreement or any applicable obligation under the Original Lease.
 - c. The Premises, or any part of it, is completely or partially damaged by fire or other casualty that is due to the Tenant's negligence, wilful act, or that of the Tenant's employee, family, agent, or guest.
 - d. The Tenant abandons the Premises or any part of the Premises.
 - e. The Tenant uses the Premises for any unpermitted or illegal purposes.
 - f. The Tenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Tenant.
 - g. Any other event of default provided by Federal, State or Local Law.

Remedies

- 35. Upon the occurrence of any Event of Default, the Landlord has any or all the following remedies:
 - a. Terminate the Agreement upon any notice required by Federal, State or Local Law and the term will then immediately become forfeited and void.



- b. The Landlord may perform any obligation of this Agreement or the Original Lease, which the Tenant has failed to perform and seek redress from the Tenant.
- c. The Landlord may re-enter the Premises or any part of the Premises, and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Premises.
- d. Any other remedy provided for by Federal, State or Local Law.
- 36. The exercise, by the Landlord, of one right or remedy will not prejudice the Landlord from exercise further rights or remedies at a future time.
- 37. Upon the expiration, termination or cancellation of the Original Lease or this Agreement, all obligations of the parties under this Agreement will be extinguished.
- 38. Any improvements remaining on the Premises upon termination will revert to the Landlord and will be free of any encumbrance at the time of such reversion.

Destruction or Condemnation of Premises

39. If the Premises are partially destroyed by fire or other casualty to the extent that such resulting damage prevents the Tenant's continued use of the Premises in a normal manner as intended, and if the damage is reasonably repairable within 60 days after the occurrence of the incident which caused the damage, and if the cost of repairs is greater than 50% of the value of the property, or if the Landlord is prevented from repairing the damage by forces beyond the Landlord's control given their reasonable level of effort, or if the property is condemned, this Agreement shall terminate upon twenty days' notice of such event or condition by either party and any unearned rent paid in advance by the Tenant shall be apportioned and refunded to it. The Tenant shall give Landlord timely notice of any damages to the Premises.

Governing Law and Jurisdiction

40. It is the intention of the Parties to this Agreement that the tenancy created by this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Jurisdiction set out in Schedule 1, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

- 41. If there is a conflict between any provision of this Agreement and Federal, State or Local Law then said law will prevail and such provisions of this Agreement that are inconsistent will be deleted or modified to comply with said law. Further, any provisions that are required by law are incorporated into this Agreement.
- 42. The Agreement will continue to be valid and enforceable to the extent it is held to be by law.
- 43. The Tenant will ensure that the Premises remain free and clear of any and all liens arising out of the work performed or materials used in making such improvements to the Premises.

Americans with Disabilities Act Compliance

44. As dictated by the Americans with Disabilities Act (ADA), all businesses that are open to the public or employ fifteen or more people require that the premises be accessible to



individuals with disabilities. If the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of Landlord.

Subordination of the Lease

45. This Agreement is subordinate to any mortgage that now exists, or may be given later by the Landlord, with respect to the Premises.

Subletting

46. The Tenant will not assign, transfer or sublet the Premises or any part of the Premises without the prior written consent of the Landlord.

Notices

- 47. All notices from the Landlord to the Tenant will be sent to the address at which the Tenant is to be contacted in Schedule 1.
- 48. All notices from the Tenant to the Landlord will be sent to the address at which the Landlord is to be contacted in Schedule 1.
- 49. All notices to be given under this Agreement will be in writing and will be served personally or sent by certified or registered mail using United States Postal Service.

Disputes during Lease Period

- 50. If a disagreement arises during the Lease period, the following actions shall take place:
 - a. If there is a dispute between the Landlord and Tenant, all Parties agree to attempt to come to an agreement through the use of an agreed upon mediator.
 - b. It is agreed that the costs involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to come to a resolution.
 - c. Both parties agree that they shall allow the mediator 30 (thirty) days from the first meeting to reach a compromise before going to court.
 - d. If the parties are unable to come to an agreement with the assistance of the mediator in 30 (thirty) days, they each reserve the right to bring legal action in a court of law or before an arbitrator.
 - e. The decision of a court or arbitrator shall be legally binding upon all parties involved.

Early Termination

- 51. The Tenant may terminate this Agreement prior to the end of the Term.
- 52. The Landlord shall allow the Tenant to quit or terminate this Agreement by paying a penalty fee equivalent to 2 months' rent. If TENANTS on the upper level END their rental agreement do to noise or disturbance of your business the TENANT will be responsible for any miss payments and LANDLORD may terminate lease agreement.

Heirs and Assigns

53. Tenant may not transfer or assign this Lease or any portion of this Lease to a third party.

Notwithstanding the foregoing, all covenants of this Lease shall succeed to and be binding upon any heirs, executors, administrators, successors, and assigns of the parties.



No Waiver

54. If Landlord fails to enforce strict performance of any part or sub-part of this Lease, this shall not be construed as a waiver of Landlord's right to enforce the same part or sub-part later in time or to enforce any other part or sub-part.

Further General Provisions

- 55. Titles of clauses, sections and schedules will have no effect on the meaning of the agreement.
- 56. References to the singular includes the plural and vice versa. Any noun may be of either gender as the context requires.
- 57. At the time of taking possession of the Premises by the Tenant, or within 14 days of such possession, the Landlord will provide the Tenant with an inspection form.
- 58. In the event of any legal action concerning this Agreement, the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court, and such judgment will be entered.
- 59. Subject to the other provisions of this Agreement, this Agreement constitutes the sole agreement between the parties, and no additions, deletions or modifications may be accomplished without the written consent of the Parties. Any oral representation made at the time of executing this Agreement are not legally valid and, therefore, are not binding upon either party.
- 60. The Parties have no interest or other ownership in each other.
- 61. The Parties are not agents for each other.
- 62. Under no circumstances will this Agreement be construed as creating a partnership or joint venture between the Parties to this Agreement.
- 63. If the Tenant is under the age of 18, the Tenant's legal guardian or parent guarantees and agrees to perform all the terms, covenants and conditions of this Agreement by affixing their signature below.
- 64. Each signatory to this Agreement acknowledges receipt of an executed copy of this Agreement.

Schedule 1

Date	
	03-01-2025
Name of Landlord	Izaguirre Rentals LLC
	Yonni Izaguirre
Name of Tenant	Jeyniel y Keileb, LLC
Address of the	
Premises	1267 26 th AVE
	Columbus NE, 68601
Rent	
	\$2,000



Pont noument to be	Personal APP
Rent payment to be	1
made on 1st of every month)	Cash
inontin	
Deposit Amount	\$2,000
Deposit Amount	72,000
Lease Start Date	3/01/2025
Ecase start bate	5/01/2025
Lease End Date	02/28/2028
	0-1, 10, 10-10
Address at which the	2554 18 th ave
Landlord is to be	Columbus, NE 68601
contacted	, ,
Address at which the	
Tenant is to be	
contacted (if left blank,	
assumed to be Leased	
Premises)	
Percentage Annual	10%
Rental Increase	
State of Jurisdiction	Nebraska
(i.e. the state the	
Premises is in)	
Agreement Date	3/01/2025
Square Footage of	
Premises	
Rent Per Square Foot	
Tenant's Required	Personal Property INS
Minimum Insurance	

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the Agreement Date as specified in Schedule 1.

Yonni Izaguirre	Jeyniel y Keileb, LLC

O temphinishis.com

Square Footage of Premises Rent Per Square Foot Tenant's Required Minimum Insurance Personal Property INS
Square Footage of Premises Rent Per Square Foot Tenant's Required Personal Property INS
Square Footage of Premises Rent Per Square Foot Tenant's Required Personal Property INS
Square Footage of Premises Rent Per Square Foot Tenant's Required Personal Property INS
Square Footage of Premises
Square Footage of
Agreement trate 3/01/2025
ia)
he state the Premises is
State of Jurisdiction (i.e. Nebraska