

## NEIGHBORHOOD AGREEMENT

This agreement is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Athmar Park Neighborhood Association, Inc (“APNA”), a Registered Neighborhood Organization under the provisions of Ordinances of the City and County of Denver, Colorado, and \_\_\_\_\_ (“Applicant”), \_\_\_\_\_ (address), Denver, Colorado 80223 (“Premises”) (separately a “party” and jointly the “parties”).

WHEREAS, Applicant is applying for a Tavern Liquor License and Dance Cabaret License for the operation at: \_\_\_\_\_ (address), Denver, Colorado 80223; and

WHEREAS, APNA and Applicant wish to enter into this agreement concerning the operations at: \_\_\_\_\_ (address), Denver, Colorado 80223;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

### I

Applicant hereby agrees to endorse and support the concepts and standards set forth in the APNA Policy on Liquor Licenses.

### II

All Parties request the Denver Department of Excise and License attach the agreements in paragraph III – 3.1 a, b, and c, 3.3 b, 3.4 a, and the APNA Policy on Liquor Licenses herein as conditions upon any Liquor License and Dance Cabaret License to be issued to the Applicant and that if there is any violation of the said agreements it will be considered a violation of the Tavern Liquor License and Dance Cabaret License granted from the Denver Department of Excise and Licenses. Applicant agrees that this Agreement is enforceable as a term of Applicant’s renewal of its Tavern Liquor and Cabaret Licenses.

### III

3.1 Applicant agrees that it will:

- a) Restrict its hours of Dance Cabaret operation to the following hours:
  - I. 11:00 A.M. to 10:00 P.M Sunday through Thursday (excluding holidays)
  - II. 11:00 A.M. to 1:30 A.M. on Friday, Saturday, and Holidays
- b) Restrict its hours of Tavern Liquor operation to the following hours:
  - III. 11:00 A.M. to midnight Sunday through Thursday (excluding holidays)
  - IV. 11:00 A.M. to 1:30 A.M. on Friday, Saturday, and Holidays

- c) Keep all closed circuit television and security equipment installed on the Premises as of the \_\_\_\_ day of \_\_\_\_, 2010 and any additional closed circuit and security equipment installed after said date, operational. Applicant agrees to make all security recordings available to the Denver Police Department upon request. Best efforts will be used to preserve all recordings for a minimum of 30 days from recording.
- d) Provide security for the Applicant's operation: (1) Using off-duty Denver Police Officer(s) provided Applicant is approved for a Denver Police Department off-duty work permit; (2) Four to six security personnel employed by Applicant; and (3) On weekends and evenings up to six security personnel depending on number of customers.
- e) Sign a Trespass Enforcement Authorization contract with the Denver Police Department. No person having previously received a trespass admonishment will be allowed back onto the premises. A list of admonished persons will be maintained and utilized by Applicant. Applicant's employees will be trained to use the list to exclude from the premises, persons who have been previously admonished.

3.2 Applicant will use its best efforts to manage and control unruly behavior of its patrons upon entering and leaving the premises, including "let out" time when Applicant closes for the evening and agrees to maintain order in the parking lot of the premises.

3.3 Applicant will maintain the exterior of its premises, including the alley, in a neat and clean manner at all times; and will plan and manage any parking operations in a way that will minimize traffic and related issues for other businesses and residents in the area. Applicant at this time has no plans for valet parking.

- a) Applicant will remove any graffiti or contact City of Denver Graffiti Abatement Department regarding graffiti that may appear on the Applicant's premises, including dumpsters, and restore it back to its original appearance as soon as practical and no later than required by current Denver ordinances. Applicant will make its best effort to report any graffiti within 24 hours and will keep a log of graffiti reports made to the City of Denver.
- b) Agree to strategically place mutually agreed upon signage, in Vietnamese and English, to be used as a reminder to the patrons leaving Applicant that they are adjacent to a residential area and to please be courteous while outside. The design and placement of such signage will be mutually agreed upon between Applicant and APNA. Applicant further agrees to use its best efforts to have the mutually agreed upon signage in place by no later than 30 days after the issuance of the Tavern Liquor and Dance Cabaret licenses.
- c) Applicant will stripe its parking lot. Applicant presents that it will have access to enough parking spaces to comply with the City of Denver requirements for number of parking spaces.

- d) Applicant will plant 1-2 trees on Alameda Avenue during Denver Digs Trees planting cycle in April 2011, and agrees to water and maintain the trees. If trees die, Applicant agrees that they will be replaced.
- e) Applicant will not rent or lease parking lot space to any mobile food vendor nor permit a mobile food vendor to remain onsite.
- f) Agrees not to conduct, permit, or continue any live outdoor advertisement including but not limited to lewd, indecent, lascivious, or obscene conduct outside their premises as inducement to patronize the Applicant's premises.

3.4 Applicant agrees that the ambient noise combined with any recorded or live music emanating from speakers or musical instruments on premises will not generate noise levels that exceed the noise limits set by the City of Denver's noise ordinance and that there will be no live entertainment nor amplified music on the exterior of the premises. Applicant further agrees to use its best efforts to prevent loud noises emanating from the premises, whether by doors, windows, or otherwise, and agrees in any event that any such noise will not violate the City's noise ordinances.

- a. Applicant will not dump any bottles outside between the hours of 9:00 P.M. and 7:00 A.M.

#### IV

4.1 Applicant agrees to notify APNA of any sales of ownership within a reasonable time, but no less than 30 days, before they are proposed to occur. Applicant further agrees that it will use its best efforts to ensure that any successors or assigns will be informed that the Tavern Liquor License and Dance Cabaret License for this location is restricted by the terms of this Agreement and that any successor or assign may not change the concept set forth herein without the agreement of APNA, which will not be unreasonably withheld.

4.2 Applicant agrees to direct the Denver Police Department's Civil Liabilities Department to mail a copy of the Premise History report for 2915 West Mississippi Avenue to APNA annually, one month before any and all license renewals. The report should include the preceding twelve (12) months. The report will be mailed to: APNA, Post Office Box 19732, Denver, CO 80219.

#### V

5.1 Breach of Agreement: To ensure compliance, should a situation arise that APNA finds objectionable, APNA shall notify the Applicant in writing of the existing or potential problem. Upon receipt of such notice, the Applicant shall have fifteen (15) calendar days within which to affect a cure of the alleged breach or to notify APNA should the breach reasonably require longer than 15 days to cure. If the breach is not cured within 15 days of notification or as subsequently agreed, Applicant agrees to pay APNA a fine of \$150, payable to APNA and further agrees to pay additional fines of \$150 for each 10 days the breach remains.

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Should the breach remain uncured 30 days after Applicant's deadline for cure, such issue shall be referred to mediation or binding arbitration with arbitrator provided by the City of Denver, who shall hear and promptly determine such issues.

5.2 In the event of a court action following arbitration, the Parties agree that the appropriate court in and for the City and County of Denver shall have exclusive jurisdiction of any legal proceedings; that injunctive relief is an appropriate remedy subject to the sound discretion of such court; and that the prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees.

Signed and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
APPLICANT NAME

By: \_\_\_\_\_

(APPLICANT REPRESENTATIVE)

ATHMAR PARK NEIGHBORHOOD ASSOCIATION, INC.

By: \_\_\_\_\_

\_\_\_\_\_, President

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