

**GOOD NEIGHBOR AGREEMENT
(LIQUOR [WITH CABARET LICENSE])
[NAME OF ESTABLISHMENT] – [DATE]**

This Good Neighbor Agreement (Liquor with Cabaret License) (the “GNA”) is made and entered into effective the ____ of April, 2023 by and between [____], a Registered Neighborhood Organization under the provisions of The Municipal Code of the City and County of Denver, Colorado (the “RNO”), and [____], a Colorado limited liability company, d/b/a [____], (the “Applicant”) (separately a “party” and jointly the “parties”).

WHEREAS, Applicant has applied for a tavern liquor license with standard cabaret (collectively the “Licenses”) in connection with its proposed operations of [____] (the “Establishment) located at [ADDRESS] (the “Property”); and

WHEREAS, the Property includes both an interior space and an adjacent outside patio (the “Outside Spaces”) for use in connection with the operations of the Establishment; and

WHEREAS, the RNO and Applicant have met to discuss neighborhood noise and related concerns and limitations on the Licenses and now wish to enter into this GNA regarding the Licenses to confirm the agreements reached among the parties.

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

1. Prior to the hearing date on the Application for the Licenses, Applicant will submit a copy of this GNA to the Denver Department of Excise and Licenses (with copies of such transmittal to the RNO) which shall be affixed to or otherwise become a part of the Licenses restricting the issuance thereof to include the terms of this GNA.

2. In connection with the operation of the Establishment, any music (including, without limitation, any live music or disc-jockey music) shall be monitored by Applicant for noise levels such that such music shall not exceed or violate the noise ordinances and regulations adopted by the City and County of Denver (collectively, the “Noise Ordinance Requirements”). Applicant will use its best efforts to locate any musicians or disc-jockeys in the rear areas of the Establishment or otherwise in areas of the Establishment that will prevent loud noises emanating to the Outside Spaces from inside the Establishment, whether by doors, windows or otherwise, and no musicians, disc-jockeys or amplification devices shall be located in such Outside Spaces or immediately proximate thereto.

3. For all interior Establishment spaces, so long as there are no open doors to the Outside Spaces such that noise emanating therefrom is contained and contained, the restrictions set forth in Section 4 of this GNA shall not apply and Applicant shall be entitled to use and operate such interior areas within the normal provisions of the Licenses and in compliance with the Noise Ordinance Requirements.

4. For the Outside Spaces, Applicant agrees that any type of music disseminated from the Establishment to or otherwise allowed to be heard in such Outside Spaces shall cease by 10:00 p.m. Sundays through Thursdays and by midnight on Fridays and Saturdays. Applicant may close doors and windows after such times and operate inside the Establishment until legal closing times therefor without violation of this Agreement.

5. Applicant will distribute this GNA to its existing and future key employees and managerial personnel and will use reasonable efforts to require that its key employees and management personnel comply with this GNA. Applicant shall provide to the RNO, from time to time, the current management or operator contact information for persons within the RNO neighborhood to call or contact with concerns and/or complaints relating to excessive noise issues in violation of this GNA. Applicant also agrees to meet with the RNO and such residential neighbors upon their request to discuss any problematic noise or related operational issues raised by such neighbors in an attempt to resolve them. If requested by the Applicant from time to time, the RNO shall provide the Applicant with the names and contact information for the persons within the RNO to whom Applicant communications should be directed under this Agreement.

6. Nothing herein shall prevent the Applicant from applying for and operating under special events permits as may be permitted by law, which currently allows for ten event permits per year for which the restrictions in Section 4 shall not apply. No single special event permit shall be for more than one 24 hour period. The Applicant agrees to use reasonable efforts to provide prior notice to the RNO of any special events applications for the Property.

[ADD PROVISIONS FOR ANY OTHER SPECIFIC CONCERN REGARDING USE OF THE PROPERTY UNDER THE PROPOSED LICENSE]

7. Applicant agrees (a) to reasonably notify the RNO of any proposed transfer of the Licenses or any related operational licenses before any transfer application is filed with the Department, and (b) to require any transferee to either assume this GNA in connection with any such transfer or enter into a new Good Neighbor Agreement with the RNO on substantially the same terms and conditions as this GNA or other terms acceptable to the RNO. Failure of any transferee to assume this GNA (or enter into another agreement with the RNO substantially similar to this GNA) shall result in termination of the License to which this GNA relates.

8. The RNO and Applicant specifically request that, except as otherwise allowed by the Department or any other City of Denver licensing authorities, the following conditions be attached to Applicant's Licenses and all renewals thereof, to wit:

“(i) This license shall not be transferred to any other operator or purchaser unless such party agrees to be bound by the terms and conditions of the Good Neighbor Agreement dated [DATE] (the “GNA”); (ii) no live or disc-jockey music shall be performed in any outside spaces of the subject property and any music audible in outside spaces of the property located at [_____] shall cease by 10:00 p.m. Sundays through Thursdays and by midnight on Fridays and Saturdays, except in accordance with the GNA; (iii) notice of any transfer of the license shall be provided to the RNO before any transfer is filed with the applicable licensing authorities and this license shall terminate if Applicant transfers the license to a party that does not agree to assume

the GNA (or enter into a reasonably acceptable new GNA with the RNO); and (iv) the full terms and conditions of the GNA are on file with the City and County of Denver and interested parties are referred to the full GNA for the terms and conditions thereof.”

9. Based on this GNA, the RNO will file a letter in support of (or letter of non-opposition to) the Application and will not file an objection to the Application for the Licenses. Notwithstanding the foregoing, Applicant acknowledges that there may be members or non-members of the RNO (including members of the CCNNA Board acting in their individual capacities and not on behalf of the RNO) who may oppose the Application or take individual actions inconsistent with the actions contemplated hereunder. Applicant agrees to hold harmless the RNO and any individual members of the CCNNA Board (whether serving as of the date of this GNA or in the future) in their individual capacity for any loss, expense or damages or harm accruing to Applicant and resulting out of this GNA or from and against any actions by or through the RNO (acting through or under the CCNNA Board) in the negotiation, adoption, implementation and enforcement of this GNA or in processing any changes hereto or in the implementation of the obligations hereunder.

10. Nothing in Section 9 hereof shall affect the rights of the RNO, at any time in the future, to (i) file a complaint with appropriate authorities relating to the Licenses or for violations of this GNA or for enforcement of the Noise Ordinance Requirements; (ii) to object to the renewal or transfer of the Licenses with the Department or other applicable licensing authorities; or (iii) to object to the issuance by the Department or other appropriate licensing authorities of any other license applied for by the Applicant other than the Licenses, in each case as the same may be allowed by applicable law.

11. In the event of a claimed breach of this GNA by either party, the parties agree that complaints shall be lodged with the Department or other applicable licensing or appropriate enforcement authorities in the City and County of Denver. If the matter cannot be addressed by the applicable licensing or enforcement authorities, the appropriate court in and for the City and County of Denver shall have exclusive jurisdiction of any legal proceedings and that injunctive relief may be an appropriate remedy, subject to the sound discretion of such court. Notwithstanding anything herein to the contrary, Applicant shall not be deemed to be in default of the terms of this GNA if Applicant is required to take actions required by the laws of the State of Colorado and/or the City and County of Denver, which laws governing the subject Property shall control over any provision of this Agreement to the extent that such laws are more restrictive with respect to operating times and decibel levels than provided for herein or are otherwise controlling on any aspect of interpretation hereof.

12. This GNA is the entire agreement between the parties and may not be amended except by a writing signed by both parties. No failure to enforce or require compliance with any provision of this GNA shall constitute an amendment to this GNA or preclude enforcement of that provision in the future. This GNA shall be binding on the parties’ successors, heirs and assigns and shall be interpreted in accordance with Colorado law without regard to its conflicts of law provisions.

[End of text; signature page follows.]

Signed and agreed to as of the ____ day of _____, 20__].

APPLICANT:

[_____]

By: _____
Name: _____
Title: _____

[_____] NAME OF
RNO ASSOCIATION

By: _____
Name: _____
Title: Association President