



Sunnyside United Neighbors, Inc. | P. O. Box 11381 | Denver, CO 80211

GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement is entered into as of this **20th day of June 2016** between **Sunnyside United Neighbors, Inc.**, hereafter known as SUNI, and **Nashville Tavern Corporation Db a Monkey Barrel** hereafter known as Applicant.

WHEREAS, Applicant has applied to the Denver Department of Excise and Licenses for a relocation of a Tavern license for **Nashville Tavern Corporation Db a The Monkey Barrel 4401 Tejon Street Denver, Colorado 80211**, Denver, Colorado, and there will be a public hearing on the application on **June 29th, 2015 at 6:00 p.m.**

WHEREAS, SUNI is and has been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding **4401 Tejon Street**, and all parties want to continue to protect and improve the safety and the quality of life of the neighborhood,

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

- 1) The SUNI Board of Directors agrees to support Applicant's application for a transfer of a **Tavern License** and a **Standard Cabaret License**. This support includes, but is not limited to; submitting a letter of support and having at least one SUNI Board Member speak in favor of the **Tavern Liquor License** and **Standard Cabaret License** application at the hearing.
- 2) The applicant shall close the restaurant to new patrons not later than 12:00 midnight on Sunday through Thursday evenings, and not later than 12:30 AM Friday and Saturday evenings. The restaurant shall close the restaurant to new patrons not later than 2:00am on New Year's Eve (December 31).
- 3) Applicant shall turn off any outdoor speakers no later than 10:00 P.M. on all days, and abide by the noise ordinance of the City and County of Denver at all times. Applicant agrees to close all exterior openings (doors, garage doors, etc.) closed to the outside by 10pm to prevent noise travel.
- 4) Applicant agrees to ensure that disposal of bottles will be accomplished so as to eliminate or minimize late evening noise and/or disturbance. Applicant agrees bottle disposal will not occur between the hours of 10:00 PM and 7:00 AM.
- 5) Applicant will maintain all signage in accordance with City ordinance. Any lighted signs or other lighting shall be directed so as to avoid light trespass onto neighboring properties.
- 6) Applicant will ensure that litter and trash do not accumulate in the immediate front or back vicinity of the restaurant, and that graffiti will be removed or painted over, as per City ordinance, within 48 hours.



www.SunnysideDenver.org

Sunnyside United Neighbors Inc. (SUNI) is a registered non-profit 501(c)(3)



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GOOD NEIGHBOR AGREEMENT (Cont'd.)

7) Applicant agrees to notify SUNI if applicant signs a contract for sale or transfer of the Tavern and/or Cabaret licenses and further agrees to notify the transferee or purchaser of this agreement, SUNI and their role in the community. Such notification will be given no more than 10 days after execution of the contract and at least 30 days before the hearing on the request for such transfer with the Department of Excise and Licenses to allow adequate opportunity for discussion between the parties. SUNI shall provide applicant with an email address that will be used to notify them only if this occurs and sending of email from applicant to SUNI shall be adequate notification.

8) The terms of this Good Neighbor Agreement will be binding upon all transferees or assignees of the **Hotel and Restaurant Liquor License** and **Cabaret License**, if issued by the Department of Excise and Licenses.

9) This Agreement is intended to be binding upon the parties and, as applicable, be a continuing condition of Applicant's liquor license. Accordingly, the parties agree that they will submit any disputes arising under this Agreement to mediation, fact finding and binding arbitration as provided by the Neighborhood Mediation Service or its successor of the City of Denver. Such mediation, fact finding and arbitration may be initiated by either the Applicant or Sunnyside United Neighbors, Inc. Results of the mediation, fact finding or arbitration process may be transmitted to Denver Department of Excise and Licenses.

10) The undersigned parties to this Good Neighbor Agreement agree to request that Denver Department of Excise and Licenses attach paragraphs 2 and 3, above, as conditions upon any **Hotel and Restaurant Liquor License** and **Cabaret License** to be issued to Applicant at **4401 Tejon Street**.

11) Applicant agrees to meet with SUNI on an annual basis as needed to address any concerns that may arise in relation to the above terms of this Good Neighbor Agreement. SUNI agrees to be the primary contact for neighbors who have concerns and will bring them to Applicant in a timely manner. Applicant and Owner agree to maintain an open line of communication, and any disagreement will be handled according to provision 9) above. Any provision above deemed no longer relevant by both parties may be renegotiated, and any changes will be subject to approval by the SUNI Board.

Jimmy Nigg, President Nashville Tavern Corporation

Jennifer Superka, President for Sunnyside United Neighbors, Inc.



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