

GOOD NEIGHBOR AGREEMENT RE SANTA FE TRADING COMPANY, LLC, dba TRADE TAVERN, 475 SANTA FE BLVD, DENVER, CONCERNING AN APPLICATION FOR A DANCE CABARET LICENSE

THIS AGREEMENT is entered into by and between the Baker Historic Neighborhood Association (“BHNA”), a registered neighborhood association in the City and County of Denver, to be known as Registered Neighborhood Organization (“RNO”) and Santa Fe Trading Company, LLC, dba Trade Tavern, located at 475 Santa Fe Blvd, Denver, Colorado, hereinafter to be referred to as the “Applicant”. Applicant and the RNO are collectively referred to herein as the “Parties.”

- A. RNO is a registered neighborhood organization in Denver, Colorado whose neighborhood boundaries contain the premises at 475 Santa Fe Blvd., Denver, Colorado. RNO is and has been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 475 Santa Fe Blvd., and all Parties want to continue to protect and improve the safety, health, welfare, and quality of life in the neighborhood.
- B. Applicant has applied for a Dance Cabaret License, hereinafter referred to as the “License” for 475 Santa Fe Blvd. including a building and patio on the south and west sides of the building, which business is herein referred to as the “Premises”.
- C. Applicant wants RNO to refrain from opposing its pending application for the License.

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

RNO agrees it will not oppose the granting of the License and will not encourage their members to oppose the License and, in addition, will notify the Denver Department of Excise and License that they do not oppose the License.

Applicant agrees it will abide by all laws and regulations pertaining to the sale of alcohol on the Premises and further agrees to abide by all City of Denver ordinances and laws of the State of Colorado.

Applicant agrees it will act in a manner not inconsistent with or adverse to the quiet and peaceful enjoyment of neighborhood residential and business premises and:

1. Not have live music, live entertainment or games (darts, pinball, cornhole, etc.) on patio.
2. Not have amplified music or juke box music on the patio after 9 p.m. Amplified music will be allowed until 11 p.m. on four weekend days per year. At no time shall sound leaving the Premises exceed 50 dB(A) (decibels A-weighted).
3. Install and use only downcast lighting on the exterior of the Premises including the patio and parking lot.
4. Not have more than three special event liquor permits or any other permits or licenses for service of food or alcohol at 475 Santa Fe Blvd. outside the Premise totaling no more than 3 days per calendar year with all activities outside the Premises to cease by 11:00 PM. At no time shall sound leaving the Premises exceed 50 dB(A) (decibels A-weighted).
5. Post in three locations visible to passersby on Santa Fe, on Fifth Avenue and on the west fence

line of the Premises a telephone number where a manager can be reached at all times during operating hours.

6. Transfer the terms of paragraph 1, 2, 3, 4 and 5 with the License as restrictions/conditions on the License in any transaction involving a transfer, change of ownership, sale, lease, sub-lease or assignment of the License, which four paragraphs shall be printed on the face of the License.
7. Not empty trash, glass, metal or recyclables from the Premises between the hours of 7:00 p.m. and 9:00 a.m.
8. Enclose the patio on all sides in a non-see-through fence shielding the neighborhood from view of such areas.
9. Limit ingress and egress to the patio to means of passage through the enclosed structure of the Premises.
10. Remove any graffiti placed on its establishment including trash receptacles within 1 business day of notice or discovery.
11. Notify RNO 30 days prior to applying to the city of Denver for any modification of the premises including but not limited to any patio on the roof top or door opening larger than 4 feet wide and 8 feet tall.
12. Applicant shall provide notice to any Transferee of the provisions of the Good Neighbor Agreement, including paragraph 1, 2, 3, 4 and 5 and that such provisions are applicable as restrictions/conditions on the License.

In order to promote the ongoing maintenance and support of the relationship and communication between the Parties, the Applicant and RNO agree to the following provisions:

13. Applicant agrees to meet with the residential neighbors and a representative of BHNA on 7 days' notice to discuss issues that may arise, but no more than 4 times a year.
14. Should a good faith, unresolved neighborhood complaint be made to BHNA regarding the operation of Applicant's business, RNO will use reasonable commercial efforts to transmit the complaint to the Applicant within one week after receiving the complaint.
15. Should either party believe that the other party is in default or violation of this Agreement, the party not in breach shall notify the other in writing of the alleged event constituting breach of this Agreement. Upon receipt of such notice, the receiving party shall have 15 calendar days within which to affect a cure of the alleged breach, or such longer time as may be reasonably required in the circumstances, provided that the party having received notice of breach shall make reasonable, continuous efforts to cure such alleged breach. If a cure does not occur, such issue shall be referred to mediation through the City of Denver.
16. Except in emergencies or potentially irreversible threats to the well-being, peace and/or quiet of the neighborhood, BHNA agree to forebear from making formal complaints about violations of this Agreement to the Department of Excise and Licenses or other agencies of the City and County of Denver until after written notice, the corrective period and a reasonable attempt to mediate have elapsed. However, it is understood that RNO cannot stop individuals from

making such formal complaints.

Because the understanding and agreement between the Parties is based on the creation and operation of a business, the Applicant and RNO agree to the following provision:

17. Applicant shall notify RNO no less than 15 calendar days prior to any proposed transfer of the License or Applicant's interest in the Premises. Applicant shall include all the terms of this Agreement in any transfer of the License so all the terms of this Agreement shall be thus binding on the Applicant's transferees, heirs and assigns. In addition, if Applicant transfers any part of the interest of Applicant in the License or the lease for 475 Santa Fe Blvd., Denver, CO. Applicant shall cause the transferee to assume Applicant's obligations under this Agreement.
18. Miscellaneous:
 - a. This Agreement is the entire agreement between the Parties. This agreement may be executed in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original but all such counterparts shall together constitute one and the same instrument. Facsimile or electronic signature pages shall be treated as originals for all purposes.
 - b. No provision of this Agreement may be released, discharged, abandoned, supplemented, amended, changed or modified in any manner, orally or otherwise, without the written consent of the Parties. Side agreements may be entered into by the Parties provided the Applicant has demonstrated a reliable and on-going relationship with RNO as well as its adjacent and surrounding neighbors, and provided the Side Agreement does not affect, modify or alter the restrictions or conditions set forth in Paragraphs 1, 2, 3, 4 and 5 which are included on the face of the License as it is the intent of the Parties that the restrictions and conditions are not subject to modification or amendment. Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by a duly authorized officer or representative of each of the Parties.
 - c. Both the Applicant and RNO request that the City of Denver include in the License paragraphs numbered 1 through 5 above; that the Dance Cabaret License be conditioned on the terms of this Agreement; and that this Agreement be added to the Applicant's file representing part of the "needs and desires" of the neighborhood.

Each person signing below represents that he/she has the authority to execute and deliver this Agreement.

Executed and effective on the latest date set forth below:

BAKER HISTORIC NEIGHBORHOOD ASSOCIATION

Signed _____ Date _____

Noah Wallis, Vice President

P. O. Box 9171, Denver, CO 80209

Vice-President@bakerneighborhood.org

APPLICANT: Santa Fe Trading Company, LLC, dba Trade Tavern

Signed: _____ Date: _____

By _____, Owner(s)