

**GOOD NEIGHBOR AGREEMENT**  
**The Grateful Gnome Sandwich Shop and Brewery**  
**4369 Stuart Street, Denver, CO 80212**  
**CONCERNING A BREWPUB LIQUOR LICENSE**

THIS AGREEMENT is entered into by and between the Berkeley Regis United Neighbors, a registered neighborhood association in the City and County of Denver, ("BRUN") and The Grateful Gnome Sandwich Shop and Brewery ("the Applicant").

A. BRUN is a registered neighborhood association in Denver, Colorado whose neighborhood contains the premises at **4369 Stuart Street, Denver, CO.**

B. The Applicant has applied for a **Brewpub Liquor License and Standard Cabaret License for 4369 Stuart Street** which location is herein referred to as the "Premises".

C. Applicant wants to obtain the support of BRUN for its pending application for the Premises.

D. As a material inducement to its support for Applicant and its pending application, BRUN desires to obtain certain agreements of the Applicant.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

BRUN agrees it will openly support among its members the granting of the Brewpub Liquor License and Standard Cabaret license for the Premises and will not encourage its members to oppose the granting of such license.

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

In addition, 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 will abide by the following conditions:

1. Applicant will cease use of its patio from 10:00 PM to 8:00 AM, Sunday through Thursday, and from 11:00 PM to 8:00 AM, Friday and Saturday ("use" shall including seating of patrons and patron activity, but shall not include employee clean-up). Applicant will further prohibit smoking upon its patio.
2. Applicant will keep all music or sound from the Premises within the requirements set forth by the Denver Municipal Code. Applicant will not install exterior speakers upon its Premises.
3. Applicant will prohibit the emptying of glass bottles and/or recycling from inside the Premises into outside dumpsters or containers between the hours of 10:00 PM and 8:00 AM and will engage a commercial trash service for pickup of all trash, recycling or composting from the Premises between the hours of 8:00 AM and 9:00 PM.
4. Applicant will install signage requesting patrons respect neighbors and keep noise to a minimum as they exit the Premises.

Applicant shall notify BRUN no less than 30 calendar days prior to any proposed transfer of the liquor license or Applicant's interest in the Premises. Notification to BRUN should be through at least 2 methods of contact current at the time which can be found through the City of Denver or published on BRUN's website ([www.berkeleyregisunitedneighbors.org](http://www.berkeleyregisunitedneighbors.org)). Applicant will provide BRUN contact information for any potential transferee so that BRUN may meet with the potential transferee in an effort to procure a GNA.

Should a good faith, unresolved neighborhood complaint be made to BRUN regarding the operation of Applicant's business in express violation of the terms of this Agreement, BRUN will use reasonable commercial efforts to transmit the complaint to the Applicant within one week after receiving the complaint.

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 fifteen (15) calendar days within which to effect 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, diligent efforts to cure such alleged breach. If a cure does not occur, such issue shall be referred to mediation through the City of Denver.

Except in emergencies or potentially irreversible threats to the well-being, peace and/or quiet of the neighborhood, each party agrees 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 BRUN cannot prevent individual members from making such formal complaints.

Both the Applicant and BRUN request that the City of Denver include in the liquor license conditions 1-4 above, that the liquor 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. Both Applicant and BRUN agree that the City of Denver cannot accept or act upon any allegations that Applicant has failed to abide by said conditions unless such allegations are lodged by BRUN following the notice and mediation procedures set forth above.

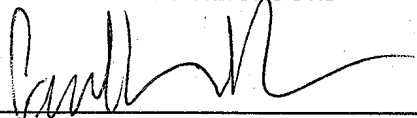
The parties agree that if Applicant changes the location of its business to a premises outside the boundaries of BRUN, this Agreement becomes null and void upon the date Applicant begins operating at its new location and any conditions found on the liquor license shall not carry over to its new location.

This Agreement is the entire agreement between the parties. No provision of this Agreement may be modified without the written consent of the parties which consent shall not be unreasonably withheld, conditioned or delayed, especially if required Applicant to prevent a default under the Premises lease. Any waiver of any provisions will not be valid or enforceable unless in writing and signed by all parties.

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:

BERKELEY REGIS UNITED NEIGHBORS

Signed: 

Paul Vordran, President, BRUN

Date: 7-13-16

APPLICANT: \_\_\_\_\_

Signed \_\_\_\_\_

Date: \_\_\_\_\_