GOOD NEIGHBOR AGREEMENT RE MS ENTERTAINMENT, LLC
D/B/A 8 BALL MOJITO LOUNGE, 131 N BROADWAY, CONCERNING A NEW
TAVERN WITH DANCE CABARET LIQUOR LICENSE

THIS AGREEMENT is entered into by and between Baker Historic Neighborhood
Association (BHNA) and West Washington Park Neighborhood Association (WWPNA), both
registered neighborhood associations in the City and County of Denver, to be known collectively
as Registered Neighborhood Organizations (RNOs) and MS Entertainment, LLC d/b/a 8 Ball
Mojito Lounge, 131 N Broadway, Denver, Colorado hereinafter referred to as the “Applicant.”
Applicant and both RNOs are collectively referred to herein as the “Parties.”

A. RNOs are registered neighborhood organizations in Denver, Colorado, whose
neighborhood boundaries either include 131 Broadway, Denver, Colorado or whose boundaries
include the area of interest for 131 Broadway, Denver Colorado. The RNOs are and have been
engaged in efforts to protect and improve the safety and quality of life in the neighborhood
surrounding 131 Broadway and all parties want to continue to protect and improve the safety,
health, welfare, morals and quality of life in the neighborhood.

B. The Applicant has applied for a new tavern with dance cabaret license at 131 Broadway.
That license is hereinafter referred to as the “License” and the premises are herein referred to as
the “Premises.” Applicant is scheduled to have a hearing on said application on December 5,
2016 at 1:30 PM, (the “Hearing”) before the Denver Department of Excise and Licenses.

C. Applicant wants RNOs to refrain from opposing its pending application for the License.

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

RNOs agree they will not oppose the granting of the License and will not encourage their
members to oppose the License.

Applicant agrees it will abide by all laws and regulations pertaining to the sale of alcohol and
operation of a Dance Cabaret Licenses 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. Applicant shall cease the use of all licensed activity on the patio area by 11:00 P.M. until
10:00 A.M. Sunday through Thursday. On Friday and Saturday nights the licensed use of the
patio areas shall cease by 12:00 midnight until 10:00 A.M.

2. Applicant shall not permit amplified music or live entertainment, including recorded
music, shows, or performances on its patio or parking lots; that it will close all windows and
doors of the building at 9:00 PM Sunday through Thursday and by 11:00 P.M. on Friday and
Saturday nights. At no time shall sound leaving the premises exceed levels allowed by Denver Revised Municipal Code.

3. Applicant shall not have more than three special event liquor permits or any permits or licenses for live entertainment outside the building and agrees that the three special liquor events shall not total more than seven (7) days per year with all live entertainment to cease no later than 9:00 P.M. outside the building, and must retain a Denver off-duty police.

4. Transfer the terms of paragraph 1, 2, 3, and 4 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.

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

5. Install and use only downcast lighting on the patio and rear parking lot.

6. Remove all graffiti within 24 hours.

7. No expansion of the licensed premises for 4 years within granting of License.

8. Post at its front and rear doors a telephone number where a manager can be reached at all times during operating hours.

9. Applicant shall prohibit the emptying of bottles, glass, or other recyclables from inside the Premises into outside dumpsters or containers between the hours of 10:00 P.M. and 10:00 A.M. Sunday through Thursday, and 11:00 P.M. and 10:00 A.M. Friday and Saturday.

10. Should a good faith, unresolved neighborhood complaint be made to WWPNA or BHNA regarding the operation of Applicant’s business, RNOs will use reasonable commercial efforts to transmit the complaint to the Applicant within one week after receiving the complaint.

11. 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 (at the address below) 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 non-binding mediation through the City of Denver.

12. Except in emergencies or potentially irreversible threats to the well-being, peace and/or quiet of the neighborhood, WWPNA and 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 RNOs cannot stop individuals from making such formal complaints.

13. **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 the two Registered Neighborhood Organizations, 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, and 4 that are included on the face of the License as it is the intent of the Parties 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 RNOs request that the Excise and Licenses Department include on the face of the License, paragraphs 1, 2, 3, and 4 above; that the License be conditioned on the terms of this Agreement and that this Agreement be added to the Applicant’s file.

   d. Notice to Applicant, pursuant to this Agreement, shall be sent to:


820 S Monaco Pkwy, #189, Denver, CO 80224
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: Mathew Wasserburger, President
P.O. Box 9171
Denver, CO 80209
president@bakerneighborhood.org

Date: 11/27/16

WEST WASHINGTON PARK NEIGHBORHOOD ASSOCIATION

Signed: Nick Amrhein, President
PO Box 9866
Denver, CO 80209
president@wwpna.org

Date: 11/29/16

APPLICANT: MS ENTERTAINMENT, LLC D/B/A 8 BALL MOJITO LOUNGE

Signed: Mitch Safieddine, Manager, MS Entertainment
131 Broadway
Denver, CO 80209

Date: 11/25/16