AMENDED GOOD NEIGHBOR AGREEMENT RE CALL & CONRADI, INC D/B/A CANOPY, 8 BROADWAY, DENVER, CONCERNING ADDING A CABARET DANCE LICENSE TO AN EXISTING TAVERN LICENSE

THIS AGREEMENT is entered into by and between the West Washington Park Neighborhood Association ("WWPNA") and Baker Historic Neighborhood Association ("BHNA"), both registered neighborhood associations in the City and County of Denver, to be known collectively as Registered Neighborhood Organizations ("RNOs") and Call and Conradi d/b/a Canopy ("the Applicant"). Applicant and the RNOs are collectively referred to herein as the "Parties."

A. RNOs are registered neighborhood organizations in Denver, Colorado whose neighborhood boundaries contain the premises at 8 Broadway, Denver, Colorado. RNOs are and have been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 8 Broadway, 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 to add a Dance Cabaret License to the existing Tavern License ("The Licenses") for 8 Broadway including an enclosed structure, which business is herein referred to as the "Premises". Applicant’s intent is to permit a DJ to play music and in order not to be penalized for spontaneous dancing but to discourage dancing, Applicant will not modify the floor plan and will not create a dance floor. Applicant is scheduled to have a hearing on said application on July 8, 2019 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 Dance Cabaret License.

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

RNOs agree they will not oppose the granting of the Licenses and will not encourage their members to oppose the Licenses and, in addition, will notify the Denver Department of Excise and Licenses that they do not oppose the Licenses.

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 further, Applicant will:

1. Close all garage doors or large windows on Broadway by 11:00 PM except Friday and Saturday by 12:00 midnight.
2. Not have amplified sound outside the structure and will not allow sound leaving the Premises to exceed levels allowed by Denver Code.

3. Prohibit any patron access to the Premises to or from the alley except in case of emergency and to require all patron access and exit on Broadway.

4. Not empty glass and metal or trash from the Premises between the hours of 10:00 PM and 8:00 AM except on Friday and Saturday nights between 11:00 PM and 8:00 AM.

5. Not have a dance floor so Applicant will maintain no width greater than 10' x 20' of open space without fixtures and furniture inside the premises, excluding the first 15' of the Broadway entrance. Applicant agrees Applicant will forfeit both Licenses if this condition is violated.

6. Stipulate that the terms of paragraph 1, 2, 3, 4, and 5, will transfer with the Licenses as restrictions/conditions on the Licenses in any transaction involving a transfer, change of ownership, sale, lease, sub-lease or assignment of the Licenses.

7. In order to contain and limit possible leakage of noise from the Premises into residential units above, Applicant will install sound insulation through one or multiple sound limiting methods such as Mass(quiet rock wall board), Damping(fiberglass/rock wool batt insulation), or Decoupling(resilient channel/sound isolation clips) to meet Section 1207 of International Building Code 2006 states that separation between dwelling units and public and service areas must achieve STC 50 (STC 45 if field tested) for both airborne and structure-borne sound applied to the entire ceiling of Applicant and on any walls in Applicant space that might transmit music or noise.

8. Notify RNOs 30 days prior to applying to the city of Denver for any modification of the premises.

9. Remove any graffiti placed on its establishment including trash receptacles within 2 business days of notice or discovery.

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:

10. Post in a location visible to passersby both on Broadway and the alley a telephone number where a manager can be reached at all times during operating hours.

11. Meet with the residential neighbors and a representative of WWPNA and BHNA on 7 days’ notice to discuss issues that may arise, but no more than 4 times a year.

12. 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.

13. 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.
14. 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.

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

15. Applicant shall notify RNOs no less than 15 calendar days prior to any proposed transfer of the Licenses or Applicant’s interest in the Premises or change in the Corporation’s ownership of the Licenses for 8 Broadway, Denver, CO. Applicant shall include all the terms of this Agreement in any transfer of the Licenses 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 Licenses or the lease for 8 Broadway, Denver, CO, Applicant shall cause the transferee to assume Applicant’s obligations under this Agreement.

16. 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 RNOs 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 Licenses 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 RNOs request that the City of Denver include on the Licenses paragraphs numbered 1 through 5 above; that the Tavern Liquor License and 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:

WEST WASHINGTON PARK NEIGHBORHOOD ASSOCIATION

Signed:  
Sherri Way, President, WWPNA  
PO Box 9866, Denver, CO 80209  
president@wwpna.org

Date:  7/7/19

BAKER HISTORIC NEIGHBORHOOD ASSOCIATION

Signed:  
Luchia Brown, President  
P. O. Box 9171, Denver, CO 80209  
president@bakerneighborhood.org

Date:  7/6/19

APPLICANT: Call and Conradi, Inc d/b/a Canopy

Signed:  
By Gregory Gallagher, President

Date:  7/8/19