

Charby's Bar & Grill

Good Neighbor Agreement – March, 2013

This agreement is entered into in March, 2013 between Tinker, LLC, dba Charby's Bar & Grill (Charby) and Fox Ridge Neighborhood Association and Rider Ridge Neighborhood Association collectively identified as (Neighborhood).

Whereas, Tinker, LLC operates a restaurant and bar at 3090 Pendleton Court, Denver, Colorado, and has applied for a dance cabaret license in the name of Charby's for the premises and is scheduled to have a hearing on that application on April 7, 2013 before the Denver Department of Excise and Licenses.

Whereas, the two Neighborhood groups are registered neighborhood organizations in Denver, Colorado, whose neighborhood contain the premises at 3090 Pendleton Court; and as neighborhood(s) have been engaged in efforts for many years to protect and improve the health, safety, quality of life, peace and quiet enjoyment of their residential and business neighborhoods surrounding 3090 Pendleton Avenue; and all parties want to continue to protect and improve the health, safety, quality of life, peace and quiet enjoyment of the surrounding area.

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

1. Tinker, LLC, dba as Charby's Bar & Grill will:
 - a. Agree to have as a condition of the dance cabaret license, if issued by the Department of Excise and Licenses;
 - i. Abide by all the laws and regulations pertaining to the sale of alcohol on the premises and further agrees to abide by all applicable City of Denver ordinances,
 - ii. That the dance cabaret license which may be issued to Tinker, LLC. will not be transferred to another party without the written consent of both Neighborhood organizations and such approval will not be unreasonably withheld.
 - b. Provide an adequate security presence, ensuring that no violent activities take place, inside and outside the immediate property, including increased security and off duty Denver Police officers for special events. Security will also ensure that at closing exiting patrons will exit quiet and orderly.
 - c. Remove graffiti from the premises within 48 hours.
 - d. Maintain the immediate vicinity trash free by having Charby's staff walk the premises following each night's operation; removing any trash, glass, human waste, garbage or paper from the designated parking lots, adjacent sidewalks, stairwells and street gutters. This will be done no later than 9:00 am the following morning.
 - e. Reduce noise intrusion into the neighborhood by keeping the doors and windows closed anytime after 8:00 p.m. except for the entry and exit of patrons. No outdoor speakers, without further agreement of the parties, and to abide by Denver's noise ordinance.

- f. Take reasonable action to prevent patrons or employees from parking illegally in the vicinity of the premises and by directing patrons to nearby designated parking lots.
 - g. Encourage patrons to exit the premises and the immediate vicinity in a quiet and orderly fashion, particularly during the forty-five minutes following closing.
 - h. Actively take diligent action to prevent patrons from loitering in the vicinity of the premises, including but not limited to the dispersal by bar staff of any crowds or groups of people assembled outside the bar after its “last call” and/or closing.
 - i. Provide for neighborhood contact and communication:
 - i. Applicant, their representative or the manager agrees to be reasonably accessible by phone on a 24/7 basis and to provide this phone number to the Neighborhood organization presidents.
 - ii. Applicant agrees to make the manager available to meet with any private citizen or Neighborhood representative upon five (5) business days advance notice to discuss concerns or issues regarding the Applicant’s operation.
 - iii. Meet with the two registered Neighborhood presidents or their designated representatives to evaluate compliance with this Good Neighborhood Agreement at least one month in advance of the annual anticipated renewal of the dance cabaret license by Denver Department of Excise and License.
2. The Neighborhood agrees to support Tinker, LLC, dba Charby’s Bar & Grill’s application for a dance cabaret license. This includes, but is not limited to; attendance and verbal testimony by at least one representative from each Neighborhood at the Hearing. These Neighborhood representatives will testify that the Neighborhoods support the application for a dance cabaret license, based upon and conditioned upon this Good Neighbor Agreement between the parties to this Agreement.
3. Once Charby’s has obtained its dance cabaret license, in order to ensure compliance with this Agreement:
 - a. Should either Charby’s or the Neighbors 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 the alleged breach of this Agreement.
 - b. Upon receipt of such notice, the receiving party shall have fifteen (15) calendar days within which to
 - i. Affect a cure of the alleged breach, or
 - ii. 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, or
 - iii. Meet with the alleging party to dispute the alleged event constituting the breach of the Agreement.
 - c. If a cure does not occur, or if the parties do not agree upon a resolution, such issue shall be referred to mediation through the City of Denver.
4. The Agreement will remain in force throughout the entire time of ownership or operation of the premises.
5. This Agreement is the entire agreement between the parties. No provision of this Agreement may be modified without the written consent of the parties. Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by all parties.

6. All parties to this Good Neighbor Agreement request the Denver Department of Excise and Licenses to attach the Agreements enumerated herein in subparagraphs 1a2 and 1e as conditions upon any dance cabaret license which may be issued to Tinker, LLC, dba as Charby's Bar & Grill.

Signed and Agreed:

Steve Tinker, Managing Member of Tinker, LLC

Date

Sharna Richardson, General Manager of Charby's Bar & Grill

Date

Daniel Daarud, President of Fox Ridge Neighborhood Association

Date

Susan Swisher, President of Rider Ridge Neighborhood Association

Date