

**GOOD NEIGHBOR AGREEMENT
SPINELLI'S SPECIALTY WINE AND SPIRITS
4615 E. 23rd AVENUE, DENVER
CONCERNING A RETAIL LIQUOR STORE LICENSE**

THIS AGREEMENT is entered into by and between the Greater Park Hill Community, Inc. a registered neighborhood organization in the City and County of Denver, ("GPHC") and Spinelli's B.W.S LLC dba Spinelli's Specialty Wine and Spirits ("the Applicant").

A. GPHC is a registered neighborhood association in Denver, Colorado whose neighborhood contains the premises at 4615 E. 23rd Avenue, Denver, CO.

B. The Applicant has applied for a Retail Liquor Store License for 4615 E. 23rd Avenue which is herein referred to as the "Premises".

C. Applicant wants to obtain the support of GPHC for its pending Retail Liquor Store License for the Premises.

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

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

GPHC agrees it will openly support among its members the granting of the Retail Liquor Store 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 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, peaceful and safe enjoyment of neighborhood residential, recreational and business premises and will abide by the following:

1. Except for Applications for a Tasting Permit, or a Delivery Permit, Applicant agrees that it will not without 60 days prior notice and written approval by GPHC seek to modify its Retail Liquor Store License or obtain or utilize any other type of liquor license at the Premises.
2. Applicant shall notify GPHC no less than 45 calendar days prior to any proposed transfer of the liquor license or Applicant's interest in the Premises. Applicant shall include all the terms of this Agreement in any transfer of this liquor license so all the terms of this Agreement shall be thus binding on the Applicant's transferees, heirs, successors and assigns.
3. In addition, if Applicant transfers any interest of Applicant in or to the Premises, Applicant shall cause the transferee to assume Applicant's obligations under this Agreement.
4. Applicant agrees that the operating hours of the Premises will not exceed 8:00 PM on Monday-Sunday, except the day immediately preceding a holiday, which may be extended.
5. Applicant will post in a location visible to passersby the telephone number of the Premises and an email address where a manager can be reached during operating hours.

6. Applicant will actively encourage employees and patrons, through the use of signage and any other such method as deemed useful, to park along 23rd Avenue and will likewise discourage parking in front of homes on residential side streets.

Should a good faith, unresolved neighborhood complaint be made to GPHC regarding the operation of Applicant's business in express violation of the terms of this Agreement, GPHC 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 GPHC cannot prevent individual members from making such formal complaints.

Both the Applicant and GPHC request that the City of Denver include in the liquor license items 1 through 6 above, and note that GPHC's support of the liquor license is 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.

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 of the 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:

Greater Park Hill Community, Inc.

Signed: 

Tracey MacDermott, Chair

Date: 5/25/2021

Spinelli's B.W.S LLC dba Spinelli's Specialty Wine and Spirits

Signed: 

John Moutzouris, Member/Manager

Date: _____