



GOOD NEIGHBOR AGREEMENT
Two Hands Hospitality
3985 North Tennyson Street,
Suite 120, Denver, CO 80212

CONCERNING A ZONING PERMIT FOR AN OUTDOOR GATHERING PLACE

THIS AGREEMENT is entered into by and between the Berkeley Regis United Neighbors (**BRUN**), a registered neighborhood association in the City and County of Denver, and Two Hands Hospitality (**Applicant**).

- A. BRUN is a registered neighborhood organization in Denver, Colorado whose geographic area includes the premises at 3985 North Tennyson Street, Suite 120, Denver, CO 80212 (**Premises**).
- B. The Applicant has applied for a Zoning Permit (**Permit**) for an Outdoor Gathering Place (**Patio**) for the Premises in order to allow the placement of tables and chairs and outdoor food and beverage service on the Patio, including the broadcast of music through the existing speakers on the Premises.
- C. BRUN acknowledges that it is in support of the placement of tables and chairs and outdoor food and beverage service in accordance with the Denver Zoning Code, as evidenced by its letter to the City and County of Denver (**City**) dated February 19, 2025 (**Letter**).
- D. BRUN seeks to establish certain limitations on the broadcast of music on the Patio.
- E. Applicant seeks to obtain the support of BRUN for the broadcast of music through the existing speakers on the Premises, in connection with its Zoning Permit for the Patio.
- F. As a material inducement to its support for Applicant and its pending Permit application, BRUN desires to obtain certain agreements of the Applicant.
- G. BRUN acknowledges that the Applicant leases the Premises and, therefore, cannot bind future users of the Premises to the commitments made herein.

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

BRUN agrees it will openly support among its members the broadcast of music on the Patio and will not encourage its members to oppose the granting of such broadcast of music in connection with the Zoning Permit.

Applicant agrees it will abide by all laws and regulations pertaining under the Denver Zoning Code as it relates to the operation of the 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 all broadcast of music on the Patio, from 10:00 PM to 8:00 AM Monday through Sunday. Applicant will cease Use of the Patio no later than 10:30 pm Monday through Sunday. "Use" shall include bussing of tables, broadcast of music and all table service and other actions such that the Patio shall be free from activity no later than these hours. Smoking shall be prohibited on all Patio areas adjacent to residential property.
- 2. Keep all music or sound from the Premises no louder than 55 decibels at the edge of the Patio or consistent with the Denver Municipal Code, whichever is lower.
- 3. Engage a commercial trash service for removal of all trash and recycling, glass and other rubbish from the Premises. 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 pickup of all trash, recycling or composting from the Premises between the hours of 9:00 PM and 8:00 AM.
- 4. Applicant agrees to attempt to adhere to any and all forms of additional sustainable practices in the form of lighting, as well as the full potential for material recycling throughout their establishment.

5. This agreement is made and entered into by the parties and shall not be binding upon future users of the Premises.

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 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.

This Agreement is the entire agreement between the parties. No provision of this Agreement may be modified without the written consent of the parties whose 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: _____
President, BRUN

Date: 04/18/2025

APPLICANT: Henry Roberts

Signed:  _____
Owner, Two Hands Hospitality

Date: 4/18/2025