



DRAFT 02-03-26 GOOD NEIGHBOR AGREEMENT (GNA) DRAFT 02-03-26

Between Berkeley Regis United Neighbors and Waystation LLC for

Yates Theater: 4979 W. 44th Avenue Denver, Colorado

This Good Neighborhood Agreement ("Agreement") is entered into by and between Berkeley Regis United Neighbors, a registered neighborhood organization located in the City and County of Denver (BRUN) and Waystation LLC d/b/a Yates Theater ("Yates Theater").

- A. BRUN is a registered neighborhood organization in Denver, Colorado, whose neighborhood contains the building commonly known as the Yates Theater, located at 4979 W. 44th Avenue, Denver, Colorado (the "Theater").
- B. Yates Theater wishes to renovate and operate the Theater as a movie theater.
- C. Yates Theater wishes to serve alcoholic beverages during movie screenings and other limited events.
- D. Yates Theater wishes to obtain support of BRUN for its pending applications for the Theater, including a liquor license, a zoning variance to allow the occupancy / capacity contemplated below, and other permits and approvals (collectively, "Applications"). Yates Theater intends to apply for a Tavern Liquor License (primary) for beer, wine, and limited pre-made cocktails and a Cabaret license (secondary) solely to allow occasional small-scale live performances that are compatible with fixed seating.
- E. As a material inducement to support Yates Theater and its pending Applications, BRUN desires to obtain certain agreements in the operation of the Theater to mitigate the impact of operations on the adjacent residential neighborhood.

The parties agree as follows:

1. BRUN agrees it will openly support among its members the granting of the Tavern Liquor License and Cabaret License for the Premises and will not encourage its members to oppose the granting of such license. If consistent with the terms of this GNA, BRUN agrees it will openly support the Yates Theater rezoning application and will deliver one or more letters of support for the above referenced licenses and rezoning Applications to the City.
2. Yates Theater agrees it will abide by all laws and regulations pertaining to the sale of liquor in the Theater and further agrees to abide by all City of Denver ordinances and laws of the State of Colorado, and will abide by the following conditions:
 - a. **Hours of Operation:** Operating Hours for the Theater shall cease by 12:00am, seven days/week. Alcohol service will end by 11:00 PM. If operations require a start time earlier than 12:00 PM (noon) BRUN representatives will be notified at least one week in advance. to The Theater and lounge/lobby area may be open at times when there is no film screening.

- b. **Occupancy / Capacity:** Yates Theater agrees to limit number of theater seats to 310 and the number of lounge seats to 60, with the commitment by Yates Theater that seats located in the theater will be fixed seating. A maximum of 310 tickets will be sold for all screenings or events.
- c. **Noise:** The Theater will be operated with all doors and windows closed during all showings and events. Yates Theater agrees that in the event appreciable sound due to film showings or other events is audible outside the theater in violation of the City of Denver noise ordinance, and of sufficient level to disturb nearby residents, Yates Theater will take immediate action to mitigate the problem.
- d. **Vehicle Parking:** Yates Theater will provide information regarding preferred vehicular parking locations for theater patrons/customers on its website, social media, and printed information distributed in conjunction with events, etc.

Yates Theater has an agreement in place to provide 40 vehicle parking spots and agrees to advertise such locations to minimize impact to adjacent residential neighbors. Yates Theater agrees to work with the City to stripe W 44th Avenue to provide additional on-street parking.

Yates Theater agrees that buses and other large commercial vehicles associated with events conducted at the Theater, if any, shall be parked in accordance with City regulations.

- e. **Bike / Scooter Parking:** Yates Theater agrees to install dedicated bike/scooter parking on-site in accordance with City of Denver zoning regulations and without impacting the availability of limited pedestrian space, to work with the City to provide a below-the-curb bike/scooter corral, and to provide information regarding bike/scooter parking on its website and all social media.
- f. **Pedestrian/Cyclist Safety:** Yates Theater agrees to collaborate with BRUN to improve pedestrian and cyclist safety in the vicinity of the theater, including future traffic calming, public transit, cycling facilities, and other mobility-oriented improvements that may be considered in conjunction with future transportation planning efforts in the neighborhood.
- g. **Trash and Recycling:** Yates Theater will provide trash and recycling receptacles for use by its patrons when exiting the Theater. Yates Theater agrees to pick up litter/trash as needed along W 44th Avenue between Yates and Xavier Street.

Yates Theater agrees to utilize existing enclosed dumpsters located in the alley, and refrain from emptying the dumpsters and any trash and recycling from the Theater between the hours of 9 p.m. and 8 a.m., and will engage a commercial trash service for pickup of all trash, recycling, and composting from the Theater between the hours of 8 a.m. and 9 p.m. After operating for 3 months, if Yates Theater cannot physically accommodate accumulating trash and recycling inside the Theater from 9:00 p.m. to 8:00 a.m., Yates Theater shall notify BRUN of this hardship and coordinate a resolution.

- h. **Signage:** Yates Theater shall install signage readily visible at all exits requesting patrons to respect neighbors by keeping noise to a minimum as they exit the premises, respect parking availability on all side streets and ensure that any parked vehicle does not block garage access or driveways. Yates Theater will maintain all signage in accordance with City and County of Denver regulations, which may include a variance

to preserve the existing signage on the Theater (which, if applicable, is deemed part of the Applications).

- i. **Lighting:** Exterior lighting including security lighting on the alley, front façade lighting, marquee lighting shall comply with all applicable laws and regulations.
- j. **Queueing:** All outdoor queueing for events shall be directed west along 44th Avenue and extend north on Yates Street and if necessary, into the surface parking lot north of theater.
- k. **Liquor License:**

Yates Theater anticipates applying for a Tavern Liquor License (beer, wine, and premixed cocktails) and shall maintain liquor license compliance with all rules and regulations established by the Dept of Licensing and Consumer Protection. BRUN reserves the right to request that certain conditions of this Agreement be attached to the license as permitted by the Dept of Licensing and Consumer Protection.

BRUN shall be notified 30 days prior to transfer of the liquor license from Yates Theater. Ownership of the liquor license may be transferred to an entity engaged in a substantially similar use, as described in this Agreement, or for purposes of "holding" the liquor license on an interim basis. However, should the liquor license need to be transferred to a substantially different use from that contemplated by this Agreement, this Agreement shall be deemed null and void.

- i. **Point of Contact:** Yates Theater will have a manager on duty at all times that the venue is open. This person will serve at the designated Point of Contact (POC) accessible during business hours to address issues and concerns from the community. POC phone/text contact information will be posted on the Yates Theater website. BRUN also designates a Neighborhood Liaison (NL) who will relay communications between the community and Yates Theater. The POC and NL agree to respond to community concerns within two (2) business days.

Yates Theater POC: Macy Lao: macy.lao@gmail.com

BRUN NL: President: **TBD**

- 3. Should either party believe that the other party is in default of this Agreement, the party not in breach shall notify the other **IN WRITING** of the alleged incident constituting the breach of the Agreement, with copies to the POC and NL, as applicable, and a copy to: 4979 W 44th Ave, LLC, c/o Property Manager, Downtown Property Services, e-mail: **pm@dpsdenver.com**. Upon receipt of such notice, the receiving party shall have ten (10) business days within which to cure the breach, or such time as needed as may be reasonably required provided that the party responsible for the breach shall make reasonable, diligent efforts to cure breach. If cure does not occur, issue shall be referred to City/County of Denver and Council District 1 for further action.

Except in the event of an emergency or potential irreversible threats to public safety, the well-being, peace, and/or quiet of the neighborhood, each party agrees to forebear from making complaints about violations of this Agreement to the Dept. of Licensing and Consumer Protection or other agencies of the City/County of Denver until after written notice, the corrective period and/or a reasonable attempt to mediate have elapsed. However, it is understood by both BRUN and Yates Theater that neither party can prevent

individual members of the community and neighborhood from making such formal complaints.

4. **Amendments.** No provision of this Agreement may be altered, amended, or modified without the written consent of the parties, nor shall any waiver of any of the provisions of this Agreement be valid or enforceable unless signed by both parties. If after six (6) months of operation, Yates Theater finds that the enforcement of any provision in this Agreement has created an undue burden on its operations, both parties agree to work in good faith to modify said provision.
5. **Transfer of GNA:** This Good Neighbor Agreement applies only to the Waystation LLC d/b/a Yates Theater and is not transferable. If the Yates Theater and its operations are transferred to a new property and/or business different from the operations described in this Agreement, this Agreement will be null and void.

Each individual signing below represents that they have the authority to execute and deliver this agreement. Executed and effective on the latest date set forth below:

Berkeley Regis United Neighbors

Signed: _____ Date: _____

Printed Name: _____

Waystation LLC d/b/a Yates Theater

Signed: _____ Date: _____

Printed Name: _____