



GOOD NEIGHBOR AGREEMENT BETWEEN
(name of business)
AND
THE HOSFORD-ABERNETHY NEIGHBORHOOD DEVELOPMENT
(HAND) ASSOCIATION

Background

This Good Neighbor Agreement was developed between (name of business, dba...) and neighbors residing within the Hosford-Abernethy Neighborhood Development (HAND) Association boundaries. (name of business) is a (type of business) located at (address of business), owned and operated by (owner of business). This Agreement is designed as a tool for communication and conflict resolution, with the ultimate goal of sustaining neighborhood livability.

Formation of Partnership

The Good Neighbor Agreement is founded on the belief that a successful business relies, in part, on the strength, cooperation, and support of the neighborhood around it; and that the strength of the neighborhood relies, in part, on the responsibility, vitality, and strength of the businesses operating within it. The issues addressed in this Agreement have been approved by the Owner(s), the HAND Association, the representatives of the immediate neighborhood, the Office of Neighborhood Involvement and the Crime Prevention Coordinator. We acknowledge that this document is not legally binding and represents the good faith effort by all Partners to resolve the issues identified herein.

So long as the Owner continuously complies with each undertaking enumerated below, the Association will not contest or oppose the granting or renewal of an alcohol license to the Business/Establishment. Conditions below may be expanded with detail relevant to the specific business as agreed upon by all Partners, however changes or waivers granted for one condition do not constitute a nullification of any other conditions of this agreement.

Duration

The Agreement shall begin on (date), and shall remain in effect until all Partners vote to dissolve the Agreement. The Partners shall meet annually to review the status of the Agreement and consider amendments as needed.

The Owner and representatives of the Association shall meet approximately 6 months after the agreement is signed and annually thereafter to review the contents of this agreement and to address issues or concerns as they arise. Neighbors living and/or working near the establishment will be invited to the meetings.

The Partners agree to the following:

Business Owners:

- The Owner will include this Agreement as a part of their OLCC operating and business plans.
- All state and city codes/statutes/laws regarding the sale of alcohol will be followed.
- The business agrees to the following hours of operations:
 - Sunday-Thursday: _____
 - Friday-Saturday: _____
- Outdoor services and operation will be cleared and quiet by 10:00 pm.
- The Owner will manage and control the noise level of patrons and any form of entertainment inside and outside the establishment/business/restaurant. Residents living, and businesses working near the premises, when disturbed by noise emanating from within the business/establishment/restaurant or its

surrounds shall contact the Owner or employees immediately. They can expect an immediate response after notification.

- The Owner will observe the City Ordinance 17.25.060 regulating sidewalks, accessibility for pedestrians (i.e., maintaining clear passageway of at least 6 feet).
- The Owner will encourage patrons to obey traffic and parking laws.
- The Owner will arrange for refuse/recycling collection and deliveries between the hours of 7:00 am and 11:00 pm.
- The Owner shall assure that the exterior of the premises and the surrounding area is free of litter and garbage. Graffiti on the building will be photographed, reported to the police, and cleaned up within one week.
- The Owner will establish and maintain an Incident/Complaint Log, accessible to Law Enforcement, Crime Prevention and OLCC personnel. The log will include, but not be limited to the following information:
 1. All disturbances, inside and outside the premises relating to the customers of the establishment/business/restaurant, including names, physical descriptions, the driver's license, and vehicle number, if possible; date, time, and reason for action;
 2. All phone calls to Law Enforcement for any reason;
 3. The names and/or descriptions of all persons cut off from further alcohol service and/or persons refused alcohol service due to intoxication.
- The Owner will actively support and encourage use of public transit and other alternatives to private motor vehicles on the part of employees and patrons.
- The owner agrees to the following in regard to sales of alcoholic beverages:
 1. Malt beverages of greater than 6% alcohol by volume will be sold at a minimum of \$0.083 (8.3cents) per ounce.
 2. Malt beverages sold in chilled pre-packaged containers will be sold in multi-packs as received from the distributor. Single containers will be sold un-refrigerated.
 3. Wine sold will contain a maximum alcohol content of 13.8% by volume.
- Owner shall provide contact phone number(s) for emergencies and other communication (see below).
- **Neighbors** agree to report any complaints or problems to the Owner(s), before calling enforcement agencies, as long as the Owner(s) show a willingness to remedy situations in question.
- The Owner will notify HAND of any plans to change the business or liquor license.
- In the event that the Owner sells the business, the current Owner agrees to give the buyer a copy of this Good Neighbor Agreement. The Owner will make every reasonable attempt to ensure/persuade the buyer to continue the Good Neighbor Agreement and allow it to be incorporated into the contract of sale of the business. The Owner will notify HAND when an agreement is made to sell the business.

HAND:

- HAND will encourage support for the business through patronage.
- HAND will encourage direct communication between neighboring residents and businesses regarding concerns about the business, its employees, or patrons.
- HAND will provide reminders and encourage residents and other businesses to be responsible citizens with regards to proper disposal or litter and overall maintenance of a clean and livable neighborhood.
- HAND will promote the formation of a Neighborhood Watch/Business Watch and Community Foot Patrol in the area.

Office of Neighborhood Involvement Crime Prevention (ONI):

- ONI Crime Prevention and the City agree to provide problem-solving resources for nuisance complaints, and to provide assistance to the business and neighbors on how to resolve nuisance issues related to business operations that may impact community residents.
- ONI Crime Prevention Program Coordinator will keep a copy of this Good Neighbor Agreement at the Southeast Up Lift office. The ONI Crime Prevention Program shall maintain this Agreement and make it available upon request.
- ONI Crime Prevention staff will provide technical assistance when applicable or requested by the Partners.
- ONI Crime Prevention staff will facilitate meetings and mediate minor disputes between Partners if requested.
- ONI Crime Prevention staff will meet with Partners when requested and/or applicable under this Agreement.

Contact information:

Business Hours: _____

After Hours: _____

Signatures of Participating Parties

By their signatures, the following parties agree to abide by this Good Neighbor Agreement.

Owner Date

Owner Date

HAND Good Neighbor Agreement Committee Representative Date

ONI Crime Prevention Date