

SOULARD RESTORATION GROUP GOOD NEIGHBOR AGREEMENT

1. The following Good Neighbor Agreement (“Agreement”) was developed between _____ (“Owner”) dba _____ (“Establishment”), applicant for a **FULL DRINK** liquor license for that business, and the Soulard Restoration Group (“SRG”).
2. This Agreement is founded on the belief that a successful and sustainable business relies on the strength, cooperation, and support of the neighborhood around it. Moreover, the strength of the neighborhood also relies on the responsibility, vitality and strength of the businesses operating within it. The issues addressed in the Agreement were approved by and agreed upon by the Owner and the SRG.
3. This Agreement shall begin on _____, 20__ and shall remain in effect as long as the Establishment is in business or until all parties to this Agreement mutually agree in writing to terminate it. This Agreement will act as a condition for the support of the SRG of the liquor license of the Establishment. The Excise Commissioner will have the same discretionary power to enforce this condition as any other condition that would be imposed upon an Establishment’s liquor license. This Agreement is designed to apply to any Establishment operating within the boundaries of the Soulard Historic District.

A. Establishment Patrons

- 1) Checking ID: Owner agrees to check identification of any patron who appears to be 30 years of age or younger.
- 2) Policy on Minors: Minors will be allowed at the Establishment unaccompanied only until 10:00 p.m. After that time, a legal guardian or parent must accompany all minors, except in such instances where a special event taking place is oriented toward or including minors and alcohol is not served.

B. Liquor Dispensing

- 1) Package Liquor Sales: Owner agrees that if they do sell package liquor or any type of alcohol to go, they will not sell alcohol that is likely to be consumed in public in the neighborhood, as they understand this can be a problem for the neighborhood and for the Establishment. Specifically, Owner agrees that they will not sell beer or malt liquor in quantities smaller than a six-pack. Wine will not be sold in quantities smaller than a standard wine bottle. Hard alcohol will not be sold in quantities smaller than 750 ml.
- 2) Open Container Law: No open containers or glass are to be permitted to leave the Establishment in accordance with Missouri State Law.

C. Incident Log and Report

- 1) Incident Log: Owner agrees to establish and maintain at all times a written incident/complaint log to record any incidents involving patrons or attempted patrons of the Establishment or any complaints from patron, police or citizens. The incident log shall be kept in a spiral bound notebook. Multiple pages for a single date may be used but the dates must be kept in consecutive order. Incident log spiral notebooks shall be kept for a minimum of two years from the date of the last entry into the log.
- 2) Content of Log: All log entries must clearly state the time, location, physical description(s) and if possible the driver license numbers of the person(s) involved and the nature of the incident. The staff making the entry must initial all log entries. The incident log shall be kept at the Establishment and made immediately available for inspection by a designated representative of the SRG and the St. Louis Metropolitan Police Department ("SLMPD"). Entry examples are:
 - a) All disturbances, inside and outside the premises relating to the Establishment's customers, including names, physical descriptions, if possible the driver's license and vehicle license number, plus the date, time and reason or reasons for the action;
 - b) All phone calls to Law Enforcement for any reason;
 - c) The names and/or descriptions of all persons cut off from further alcohol service and persons refused alcohol service due to intoxication.

D. Physical Condition of Establishment Exterior

- 1) Facade Condition: Establishment recognizes that in successful Historic Districts retailers are largely responsible for the physical condition and character of the sidewalk, adjacent street, and of the building. Therefore, the Establishment will work with the building's owner to maintain the façade of the building and the adjacent sidewalk in an attractive and appropriate condition and in accordance with the Historic Standards governing the Soulard Historic District, a copy of which has been herewith delivered to Owner.
- 2) Banners: Temporary banners should be displayed no more than 30 days. Banners that promote a specific event should be removed no more than 7 days after said event.
- 3) Litter Patrol: Owner recognizes that their patrons will inevitably produce litter in the Neighborhood, not only adjacent to the Establishment, but also on the way to and from their cars. Owners acknowledge that their relationship with the residents, and ultimately the success of their businesses, will be greatly enhanced by their maintaining a clean environment in the vicinity of their Establishment. Thus, Owner agrees to engage in a litter patrol within one block of the front door of the

Establishment. This litter patrol shall occur just prior to or just after the Establishment closing for the night. This means that Owner's employees or representatives shall pick up all trash within these boundaries, whether or not that the Establishment produced trash. For instance, any and all handbills or flyers and any beer bottles will be picked up. This litter patrol area includes side streets where the Establishment's patrons may park, any alleys behind the Establishment, the area adjacent to the Establishment's trash dumpster, and the parking lot owned by the Establishment. To insure that all litter and trash generated by the Establishment & the Establishment's patrons is disposed of properly, the SRG encourages the Owners to contribute to and participate in the Litter Patrol administrated and operated by the Peter & Paul Homeless Shelter if asked to do so.

- 4) Sidewalk Waste: Owner agrees that in the event any liquid waste of any type, whether vomit, urine, blood or other, soils the sidewalk fronting the Establishment, that the Owners will cause its removal by hosing the sidewalk down or otherwise washing the liquid waste away.
- 5) Graffiti: Owner agrees to be responsible for processing the removal of any graffiti that occurs on the building housing the establishment. If graffiti appears, Owner agrees to contact the Citizen's Service Bureau and coordinate the removal of the graffiti as quickly as possible.
- 6) Trash Disposal: Owner agrees to provide adequate dumpster space that is picked up on a timely basis, during regular business hours, in order to dispose of all waste generated by the Establishment. The Establishment will not tolerate and will promptly correct any condition where trash falls out, is blown out, or in any other way is ejected out of the Establishment's dumpster into the surrounding environment. In addition, the Establishment will not dispose of any of its waste in a dumpster that is not its own.

E. Noise

- 1) Excessive Noise: Owner will make all reasonable effort to manage and control noise levels and will not tolerate any excessive creation of noise by patrons, employees or bands of the Establishment inside or outside of the Establishment. The Establishment shall at all times comply with all applicable laws, regulations, and ordinances respecting noise.
- 2) Noise Complaints: Owner agrees to conduct their operations so as to not create noise-related complaints within 350 feet of the Establishment. The Establishment will request in person or with posted signs near the Establishment's doors, that patrons respect neighbors by keeping voices, motor operated vehicles and other noise down, especially after 10:00 PM. The residents living and businesses working near the Establishment that are disturbed by noise caused by the Establishment or the patrons of the Establishment will be encouraged to contact the Owners immediately. They can expect an immediate and reasonable response from the Owners to their complaints.

- 3) Outdoor & Sidewalk Cafes: The Establishment will not pipe music outside of the physical bounds of the Establishment, with one exception. In the event that the Establishment provides for outdoor & sidewalk dining or drinking, it may pipe low volume music to the area immediately containing the outdoor & sidewalk dining or drinking in order to establish a pleasant environment for its patrons. However, that music shall not be audible for more than 75 feet from the front door of the Establishment. If said music is live it cannot be amplified but may be acoustic. In addition, if the Establishment receives complaints concerning said piped music, it shall immediately and satisfactorily address said complaints.

F. Communications

- 1) Contact Information: Owner agrees to provide the SRG and the SLMPD with the telephone number and/or pager number of a representative of the Establishment that can be reached during normal business hours to address any situation of concern to the SRG or the SLMPD. The official contact for the SRG shall be the current President.
- 2) Timeliness: Owner shall provide the SRG, SLMPD with this contact information at least annually or any time the contact information changes.

G. Security

- 1) Security Plan: Owner agrees to develop a security plan for the Establishment and make the plan available for review by the SRG and the SLMPD. Issues this plan should include, but are not limited to, include: checking for and prohibiting drug dealing or drug use, prevention of consumption of alcohol by minors illegally in the Establishment, dealing with unruly patrons, exclusion policy, and provision for uniformed security either through the Special Business Patrol currently administrated by the Soulard Business Association or by providing uniformed security as necessary during events taking place between 8:00 PM till 2:00 AM on days of business. Adequate outside lighting, checking for violations of noise rules or disallowed activity at the Establishment, interaction with other establishments in the Neighborhood, clearing the front of the Establishment of loitering patrons after closing, and checking the area outside the Establishment for patrons causing problems.
- 2) Drug Activity: Owner will not tolerate drug activity of any kind anywhere at the Establishment. Any drug activity will be reported to the SLMPD and documented in the incident log.
- 3) Sidewalk Management: Owner recognizes that their business will impact the sidewalk adjacent to their property and agree to maintain order within that space. Owner will take all reasonable steps to ensure that lines queuing on the sidewalk do not disrupt normal pedestrian flow. Owner will take necessary steps to prevent persons loitering in front of the Establishment from engaging in any illegal, disruptive, excessively noisy or offensive conduct.

H. Parking

- 1) Parking: Owner agrees to comply with all City requirements with regard to parking. Owner agrees to make every reasonable effort to obtain off-street parking nearby the establishment.

I. Enforcement

- 2) Severability: Should any agency or court determine that any provision of this Agreement is illegal or unenforceable for any reason; the remaining provisions shall remain in full force and effect.
- 3) Condition on License: This document may be recorded by the Excise Commissioner of the City of St. Louis as a Condition on the Owner's license for the Establishment. If so, the Excise Commissioner shall have all normal and customary authority to discipline the Owner resulting from any violations of these conditions to Owner's liquor license for their Establishment.
- 4) Disputes: To the extent that the SRG and the Owner have any dispute concerning any element of this Agreement that they are not able to resolve among themselves, that dispute shall be brought in front of the Excise Commissioner for the City of St. Louis who will resolve said dispute.
- 5) No Waiver: If the Owner signs this Agreement, the SRG agrees to support the Owner's application for a liquor license. However, the SRG, by signing this Agreement, do not waive their right to file a petition protesting the liquor license in the event that they determine that despite this Agreement the Owners continued possession of their liquor license has become a detriment to the neighborhood, as defined in the ordinances of the City of St. Louis; provided however that if the SRG files such Petition, this Agreement shall automatically be terminated.

J. Sale, Assignment, Sublease

- 1) Notice of Sale: Owner agrees to provide Association with notice no later than 30 days prior to any potential sale, assignment or sublease of the Establishment. This Agreement will be in full force and effect if the Establishment is sold, assigned, or sub-leased to anyone who will continue the existing operation.

Mutually agreed to on _____, 20__, by:

Name of Operator: (please print)

Name of President: (please print)

Name of Business/Establishment

President

Soulard Restoration Group

Signature:

Signature:

Contact Information:

Phone Numbers:

Daytime: _____

Evening: _____

Email Address: _____@_____