



Good Neighbor Agreement

This Good Neighbor Agreement (GNA) is founded on the belief that a successful and sustainable 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 following GNA was developed between

_____ (Owners)

doing business as

_____ (Establishment) at the following address

_____ and the

St. Louis Downtown Neighborhood Association (DNA).

Agreement

DNA will do the following for your business for agreeing to participate in this GNA.

1. Give your business preference to host one of DNA's monthly happy hours.
 - a. These events draw approximately 70 people each month.
 - b. They are also promoted on the DNA website, social media sites, and with flyers in the neighborhood.
2. Give your business preference to host committee meetings and other smaller community meetings.
3. Promote your business on our social media sites.
4. List your business on our website as a business member.
5. Inform your business of incentives from the City of St. Louis and other funders to improve your business and offer technical assistance to receive those incentives.
6. Provide connections with other business owners in the neighborhood for networking and mentorship purposes.
7. Promote to the community that your business has agreed to be a good neighbor by signing this GNA.



DOWNTOWN NEIGHBORHOOD ASSOCIATION

Owners of the Establishment will do the following for the neighborhood for agreeing to participate in this GNA.

1. Abide by all City of St. Louis ordinances pertaining to noise, alcohol sales, indoor smoking, and management/ownership of the Establishment.
2. Owner agrees to maintain an orderly establishment on licensed premise at all times and immediately report or suppress any violent quarrels, brawl, fights or other improper or unlawful conduct of any person upon the licensed premise to the St. Louis Metropolitan Police and Excise Division.
 - a. In-house security should encourage patrons of establishments serving liquor to disperse from sidewalks adjacent to their establishment after closing.
 - b. The hiring of “security” such as off-duty, licensed, police officers to provide a visible security presence and response has proven to be an effective strategy among 3am liquor establishments. It is suggested that establishments serving liquor coordinate with other neighboring venues to coordinate the hiring, staffing and supervision of these off-duty police officers and staff these security assets during the hours of 10pm – 3:30am, on Thursday, Friday and Saturday evenings, year-round and during special events.
3. Recommend TIPS, SMART, or a similar training program certifications for every employee serving alcohol at the Establishment. *Note: insurance companies usually give a discount to businesses that participate in one of these programs.*
 - a. From the TIPS website: **TIPS® (Training for Intervention ProcedureS)** is the global leader in education and training for the responsible service, sale, and consumption of alcohol. Proven effective by third-party studies, TIPS is a skills-based training program that is designed to prevent intoxication, underage drinking, and drunk driving.
 - i. More info: www.gettips.com
 - b. From SMART website: The SMART (State of Missouri Alcohol Responsibility Training) program educates sellers and servers of alcoholic beverages about their legal obligations concerning the service of this highly regulated product.
 - i. More info: <https://wellness.missouri.edu/SMART/>
4. Prohibit people under the age of 21 in the Establishment after 11:59PM unless accompanied by a parent or legal guardian.
 - a. Please contact DNA for a waiver to this requirement for unique circumstances such as a special event.
5. Prohibit any illicit drug use inside the Establishment and in the immediate vicinity (10 feet) of the Establishment.
 - a. Contact the St. Louis Metropolitan Police Department (SLMPD) as soon as possible if illicit drug use is occurring inside of the Establishment or in the immediate vicinity (10 feet) of the Establishment.
 - b. DNA will assist with addressing this issue if requested by the Establishment and/ or if any complaints are directed at the Establishment from community members.

6. Manage the area in the immediate vicinity (10 feet) of the Establishment.
 - a. Take steps to keep patrons waiting in lines on the sidewalk to enter the Establishment, in the patio area of the Establishment, or near the entrances/exits of the Establishment (10 feet) orderly and respectful of the neighborhood.
 - b. Establishment will not allow alcohol to leave the premises.
 - c. Remove any refuse found on the sidewalk in the immediate vicinity (10 feet) of the Establishment after the business closes for the day.
 - d. The Establishment will post signs near the Establishment's door, requesting patrons to respect neighbors by keeping voices, motor operated vehicles and other noise down.
 - e. Remove or lock up any patio furniture owned by the Establishment at the end of each day.
 - f. Ensure there is 4 feet of clearance as dictated by the Americans with Disabilities Act for people to walk or operate a wheelchair while moving down the sidewalk through the Establishment's patio area and/or through any crowds gathered in the immediate vicinity (10 feet) of the Establishment.
 - g. DNA will assist with addressing any of these issues if requested by the Establishment and/or if any complaints are directed at the Establishment from community members.
7. Keep the noise level of the Establishment at a level that measures below 60 decibels outside of the Establishment from 75 feet away from any of the exterior walls of the Establishment and in any spaces above or below the Establishment occupied by a different tenant than the Establishment.
 - a. Decibel levels were taken from Purdue University's chart "Noise Sources and Their Effects" found here: goo.gl/OjLhj3.
 - b. Current City of St. Louis Noise Ordinance is found here: goo.gl/sdVha6.
 - c. DNA will work alongside the Establishment to address any noise complaints directed at the Establishment from nearby businesses or residents including verifying the decibel levels reported in any complaints if requested.
8. This ongoing partnership and full endorsement is contingent on the following as disclosed by the Establishment to DNA:
 - a. Business Model: As disclosed in the Establishment's liquor license petition and communicated in neighborhood discussions, the Establishment will operate as [BUSINESS DESCRIPTION]
 - b. Type of license: This agreement between Establishment and DNA is valid only for a 1:30am liquor license. Establishment agrees it will not seek a 3am license.
 - c. Establishment agrees that it will not seek a dance hall license.
 - d. Establishment agrees that it will not sell alcohol in the "to go" form.
 - e. Notify DNA Safety if any changes to the premises are being made per section 14.03.210 of the Excise Code
9. Owner acknowledges that the compliance with the terms of this Agreement does not by itself constitute fulfillment of Establishment's responsibility to be a good neighbor and its duty to comply with all state and local laws.



DOWNTOWN
NEIGHBORHOOD
ASSOCIATION

10. This Agreement is not intended to disadvantage Establishment or Owner in relation to other similar establishments in the Neighborhood. If Owner has reason to believe that one or more provisions in this Agreement is resulting in a continuous economic disadvantage in comparison to other similar establishments, the parties agree to meet and discuss the issues and methods to counter such disadvantage.
11. Owner hereby acknowledges and agrees that Owner and Establishment shall have no claim, cause of action, demand, injury, suit or liability of any kind against Neighborhood Group (including its employees, board members, volunteers, agents, and representatives) resulting from the negotiation, execution, or enforcement of this Agreement.
12. Join DNA as a Small or Large business member depending on which one is applicable to the Establishment's business.
 - a. This will display your commitment working with neighboring businesses on issues such as safety, infrastructure, and small business development.

It is agreed by both parties this document will be provided to the City of St. Louis Excise Commissioner to ensure he/she is informed of the agreement and the Establishment's willingness to be a good neighbor. Furthermore, Establishment agrees that the terms of this Agreement shall be presented to the St. Louis City Excise Commissioner as conditions of Establishment's liquor license.

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DNA and the Establishment have agreed to everything outlined in this Good Neighbor Agreement by signing below.

This agreement shall begin on _____ and shall remain in effect as long as the Establishment is in business or until all parties to this Agreement agree in writing to terminate it.

It is agreed by both parties this document will be provided to the City of St. Louis Excise Commissioner to ensure he/she is informed of the agreement and the Establishment's willingness to be a good neighbor. Establishment agrees that by violating term 8 of this agreement, Establishment shall be deemed to be a detriment to the neighborhood as defined in the St. Louis City Code which will result in revocation of Establishment's liquor license. Further, Establishment consents to the establishment of a protest against the continuation of Establishments liquor license by DNA. DNA shall not be required to obtain signatures to institute such a protest. Finally, Establishment agrees that the terms of this Agreement shall be presented to the St. Louis City Excise Commissioner as conditions of Establishment's liquor license.

Printed Name: _____ Signature: _____
Title: Executive Director
Organization: St. Louis Downtown Neighborhood Association

Printed Name: _____ Signature: _____

Title: _____

Establishment: _____