

**COMMUNITY GOOD NEIGHBOR AGREEMENT**  
**CHRISTOPHER LANG, SUSAN McGRATH, AND TIMOTY McGRATH (AS MEBERS),**  
**AND C.A.T. VENTURES, LLC, D/B/A/ TOST**

THIS COMMUNITY GOOD NEIGHBORHOOD AGREEMENT (“Agreement”) is entered into between C.A.T. Ventures, LLC, D/B/A/ TOST (hereinafter TOST), located at 513 N 36 St., Space #E, in Seattle and the City of Seattle, a municipal corporation (“The City”), for the purpose of fostering improved public safety and to augment efforts by the City and the community to reduce crime, nuisance activity, and disruptive activity in and around TOST.

**BACKGROUND FOR AGREEMENT**

1. TOST seeks to assume the existing business and liquor license at the above-listed location. The establishment currently holds a Spirits, Beer, Wine, Restaurant/Lounge liquor license issued by the Washington State Liquor Control Board (WSLCB).
2. Local business owners and community residents have complained to the City of Seattle and the Seattle Police Department (“SPD”) regarding noise, crowd disturbances, alcohol and drug problems, vandalism, littering, fighting, and other disturbances in the immediate vicinity of TOST.
3. Police resources for the Fremont area are very limited. Calls for police service responding to liquor establishments in Fremont account for a substantial percentage of the police response for the Fremont area.
4. Pursuant to RCW 66.24.420 (5), the City of Seattle and the Fremont neighborhood Council have each informed the WSLCB that the Fremont neighborhood is already adequately served with existing Spirits/Beer/Wine Restaurant-Lounge liquor licenses and that additional lounge Spirit-lounge licenses should not be issued unless the negative community impacts can be mitigated through implementation of the terms and conditions of a “Good Neighbor Agreement”.
5. The City of Seattle has the ability, authority and opportunity to file an objection to the assumption of the liquor license for the current location of TOST, to the licensee, or both.
6. TOST is aware of community concerns regarding alcohol service at the premises and the community’s concerns regarding the prospective licensee’s ability to adequately resolve those issues.
7. If granted a continuing liquor license, TOST agrees to be a good neighbor by operating TOST in a manner that will help improve public safety, security and quiet enjoyment in the surrounding community. To further this goal, TOST agrees to use good faith efforts to follow the business practices and procedures set forth below.

## TERMS OF AGREEMENT

1. TOST will implement security measures for its business and premises as follows:
  - a. TOST shall employ adequately trained security personnel in sufficient numbers to patrol and maintain order among patrons. The number of such security personnel shall be determined by the anticipated size of the crowd and the prior experience with similar events.
  - b. After 9:00 p.m., TOST shall have one or more security personnel stationed at all entrances.
  - c. No one other than TOST security personnel shall check for proper identification. Persons checking identification shall be properly trained in recognizing legal forms of identification as well as detecting false identification.
  - d. TOST shall maintain sufficient security to adequately patrol any leased or allotted parking areas.
  - e. All security personnel will wear clothing that conspicuously identifies them as security personnel, such as clothing displaying the words "SECURITY", "STAFF" or other similar designation in large contrasting letters.
  - f. Each security guard should carry a high-beam flashlight.
  - g. Security personnel shall not fraternize with patrons except as necessary to maintain crowd control and perform security duties.
  - h. Security will remain at the premises until at least one half hour after closing.
  - i. After closing, security will monitor the exterior of the premises for criminal violations and unruly behavior. Noisy and unruly patrons will be reminded to be respectful of neighbors. Criminal activity shall be immediately reported to 911. Security shall make themselves available to officers and shall be made available to testify in criminal cases if necessary.
  - j. Upon request by a party, the parties will agree to meet to discuss implementing additional security considerations.
2. TOST shall at all times comply with occupancy limits in all areas of its facility. Security or another designated person shall maintain an accurate count of all patrons in the establishment by use of a "clicker" or other similar means at all times. If other counting methods are required by other City departments, those accounting methods will be followed and upon request, an accurate count shall be immediately provided to SPD, Seattle Fire Department, or any liquor agent.

3. TOST shall post signs and may verbally advise patrons to leave the premises and parking areas in a quiet and peaceful manner.
4. TOST will refuse to admit anyone appearing to be under the influence of alcohol or drugs and will not serve alcohol to anyone appearing to be under the influence of alcohol or any drug.
5. TOST will sign a Trespass Enforcement Authorization contract with the SPD and if requested, and if prevalent among other establishments, will sign a joint trespass contract with other clubs or businesses. No person having previously received a trespass admonishment will be allowed back onto the premises. A list of admonished persons will be maintained and utilized by security personnel. TOST employees will be trained to use the list to exclude from the premises, persons who have been previously admonished.
6. TOST will trespass anyone found to be in possession of drugs, any person entering or attempting to enter the premises with any weapon, and any person presenting or facilitating the presentation of false identification. Proper identification shall be requested in the normal course of business. All false identifications shall be confiscated and turned over to the Liquor Control Board.
7. TOST will trespass from the premises any person who refuses to cooperate with security or any person who causes a disturbance.
8. TOST will provide regular and routine maintenance to the exterior of the premises including window cleaning, keeping shrubbery manicured and keeping the building painted. TOST will immediately remove any graffiti and repair any vandalism damage to the premises.
9. TOST will install and operate security camera(s) and video recording device(s) on the premises with the number (not to exceed four) and placement of such cameras to be negotiated between the City and TOST. Installation and operation of the security cameras must be implemented no later than 90 days after signing this agreement. The security camera recording system must be turned on and operational no later than 8:00 p.m. each evening. Security cameras may be camouflaged, hidden, or disguised as deemed appropriate by TOST. A warning sign or signs shall be placed conspicuously stating words substantially as follows: "Warning! Security cameras in use." The warning may be included as part of the Patron Code of Conduct and may be located as determined appropriate by TOST. All video recordings shall be retained for at least seven (7) days from the date recorded. Any video recording requested by SPD shall be retained until turned over to SPD or TOST is informed by SPD that the tape no longer needs to be retained. Any videotape requested by SPD shall be provided immediately. Audio recording is not required and is excluded from this agreement.
10. TOST will immediately notify SPD of any observed, known, or suspected criminal activity. TOST shall cooperate in any investigation by SPD regarding criminal activity in and around the premises.

11. If an entrance or admission fee is charged, TOST shall maintain a policy of “no re-entry” and will require any patron who leaves the establishment to wait their place in the entry line and to pay a readmission fee equal to no less than one-half the original admission fee. The re-entry fee policy will be implemented no later than September 1, 2005, thus providing adequate notice for patrons of the change in policy.
12. No bonus or salary increase shall be paid to anyone based upon the sale of alcohol.
13. No “Shots” of alcohol or “doubles” will be served after 12:30 a.m. No sales of “roving” shots of liquor will be permitted at any time. Persons placing liquor orders at the bar, unless otherwise consumed at the bar, will be limited to no more than two drinks per person or a single pitcher of beer per service order.
14. Food service shall be available during all hours of alcohol service. Menus, food or appetizer lists shall be adequately distributed or conspicuously posted.
15. TOST shall require that all sound amplification equipment be operated in a manner so that TOST is not in violation of the City’s noise control ordinance or State statute. TOST shall maintain ultimate control over all sound amplification used on its premises. TOST agrees to consult an acoustical consultant to inspect its premises and facilities and to consider the good faith implementation of sound mitigation measures recommended by such consultant, which are not prohibitively expensive.
16. No live amplified music may be played on the exterior of the premises except during the following special events: Fremont Solstice Festival, Fourth of July, Oktoberfest, and any other events that are sponsored or observed by the Fremont community.
17. TOST shall require all employees, and all persons and promoters who hold events at TOST to adhere to this agreement.
18. In order to lessen crowd disturbances caused by preferential treatment, TOST shall not allow or permit “preferred customers” or “VIP Guests” special entry into the general area of the premises for any event or promotion. All customers shall be admitted according to their place in line. Provided however, that guests invited to a separate rented portion of the premises may be admitted to that portion of the premises.
19. TOST will post a code of conduct clearly visible to patrons. Such posting shall clearly state the expectations of persons patronizing the establishment. The posting must include a statement that no criminal or disorderly conduct will be tolerated and that police will be notified in all instances of illegal activity. The posting will also state that persons engaging in disorderly conduct will be trespassed from the premises.
20. Phone numbers of taxi services shall be made readily available through table cards, signs and from employees. All employees will offer to call for taxi service for those persons who may be under the influence.

21. If requested, TOST will join other neighborhood establishments for the purpose of establishing a business association. If neighborhood security is proposed within that organization, TOST agrees to participate.
22. TOST shall use its best efforts to monitor the neighborhood immediately surrounding the premises to remove all trash and garbage on a regular basis.
23. TOST shall require all employees who serve alcohol and all security personnel to attend training by the WSLCB regarding appropriate service of alcohol and recognition of signs of intoxication. TOST agrees to meet routinely with its employees to discuss appropriate alcohol service.
24. TOST acknowledges that compliance with the terms of this Community Good Neighbor Agreement does not by itself, constitute fulfillment of TOST's responsibility to be a good neighbor and its duty to comply with all state and local laws.
25. TOST agrees to work together with the community on crime prevention and reduction efforts. TOST owners and/or management shall be available to meet with representatives of the City of Seattle and community members as may be necessary and upon request, to discuss concerns of the neighborhood and the City regarding security, crowd control, criminal activity, and other issues which may impact the public safety and welfare of the community. Neighborhood groups and representatives may make requests for meetings directly to TOST, or members of the neighborhood may request the City of Seattle to address neighborhood concerns with TOST. The City of Seattle's role in assisting the neighborhood in addressing public safety issues is not limited to requests from members of the neighborhood; the City of Seattle may, at its own initiative, address concerns to TOST. A representative of TOST will make reasonable efforts to attend regularly scheduled meetings of the Fremont Community Council.
26. TOST shall provide and distribute contact numbers to the community to allow community members to reach TOST's personnel at any hour to discuss issues of immediate concern.
27. TOST acknowledges that the City and community's recommendation regarding future renewals of its liquor license is contingent upon but not guaranteed upon full compliance with the terms of this agreement. TOST further acknowledges that the City or community may request the WSLCB consider compliance or non-compliance with this agreement in making any decision on renewal of TOST's liquor license, and that the City or community may address issues of public safety concerns to the WSLCB regarding TOST's liquor license regardless of whether such concerns are or are not addressed by this agreement.
28. In the event TOST transfers ownership of the business or otherwise assigns its liquor license; the terms of this agreement shall be incorporated into any such transfer or assignment agreement. TOST shall notify the City upon such transfer.

29. TOST acknowledges that this is an enforceable agreement and constitutes a condition of its obtaining and keeping the license, and that if any of the foregoing conditions are alleged to have been violated, upon notice from the City, TOST agrees to immediately cease the sale of alcohol. TOST may resume the sale of alcohol only after having submitted an action plan to the City, designed to ensure the violation does not reoccur. Upon acceptance and agreement that the action plan will adequately address the violation, the City will then provide written notice of such, at which time alcohol service may resume under the terms of this agreement. This agreement may be enforced by injunction, damages, or other equitable relief.
30. This agreement is not intended to disadvantage TOST in relation to other similar establishments in the Fremont neighborhood. If TOST has reason to believe that one or more provision in this agreement is resulting in a continuing economic disadvantage in comparison to other nearby similar establishments, the parties agree to meet and discuss the issues and methods to counter such disadvantage which may include modification of the provisions herein. The parties agree that this agreement may be altered, modified, or amended anytime after written agreement, or annually after meeting and negotiation between the parties.
31. Miscellaneous.
  - i. The term “trespass” as used herein means to remove from the premises and prohibit from returning.
  - ii. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.
  - iii. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this Agreement. In entering into this Agreement, the parties are not relying on any promises or representations of any sort except those set forth in writing herein.
  - iv. The parties may execute this Agreement in one or more counterparts. All counterparts shall be construed together and shall constitute one agreement. A fax or copy shall be considered to have the same effect as an original.
  - v. The laws of the state of Washington shall govern this Agreement.
  - vi. Time is of the essence to this Agreement.

- vii. Each person signing this agreement on behalf of TOST acknowledges that they have the authority and capacity to enter into this agreement for, and on behalf of, TOST.
- viii. TOST and the City each acknowledges that it has had the opportunity to seek legal counsel regarding the terms of this agreement and enters into this agreement voluntarily.
- ix. TOST agrees that any action contrary to the terms of this agreement or inaction on the part of TOST to comply with the terms of this agreement will be deemed a material breach of this agreement.

32. Based upon the promises of TOST as set forth in this agreement, the City of Seattle will not object to the assumption of the liquor license to C.A.T. Ventures, LLC, for the location at 513 N 36 St., Space #E.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

By: \_\_\_\_\_  
Christopher Lang, Managing Member C.A.T. Ventures, LLC.

By: \_\_\_\_\_  
Susan McGrath, Member C.A.T. Ventures, LLC.

By: \_\_\_\_\_  
Timothy McGrath, Member C.A.T. Ventures, LLC.

By: \_\_\_\_\_  
Captain Dan Oliver  
North Precinct Commander  
Seattle Police Department

By: \_\_\_\_\_  
Captain Michael Fann, Vice Unit  
Seattle Police Department