

## GOOD NEIGHBOR AGREEMENT Example

Our goal is to create a safe and livable neighborhood and a thriving business community. This Good Neighbor Agreement helps serve that goal by encouraging establishments to act responsibly, minimize nuisances, and become an integral part of our neighborhood.

### LITTER & CLEANLINESS

- a) Keep the area in and around premises, on the adjacent public right of way and parking areas (if applicable) free of litter with regular pickups.
- b) Provide trash and cigarette butt receptacles for all outdoor areas and empty daily.
- c) Sweep sidewalks and properly dispose of debris. Clean exterior of premises and any sidewalk café seating as needed.

### GRAFFITI

- a) Remove graffiti in and around premises, on the adjacent public right of way and parking areas (if applicable) as soon as it occurs. Please report graffiti according to City of Portland recommendations.
- b) Do not distribute free promotional stickers.

### RIGHT OF WAYS

- a) Keep the right of way and public sidewalk accessible to all. Please refer to the attached brochure “Ensuring Access” and City of Portland Charter Chapter 17.25 for Sidewalk Cafes for clearance guidelines and more information.
- b) Please attempt to find alternative locations for dumpsters other than on sidewalks or other rights of way.
- c) Register A-boards signs and locate them according to City of Portland Charter 32.32.030.

### CRIME AND NUISANCE PREVENTION

- a) Complete a “Crime Prevention through Environmental Design” assessment with the Office of Neighborhood Involvement Area Crime Prevention Coordinator. <http://www.portlandonline.com/oni/>
- b) Maintain lighting outside the premises to illuminate any dark areas that could encourage crime and nuisance activity.
- c) Participate in the Portland Police Department Trespass Authorization Program, renew the program annually, and post “No Trespassing” signs in prominent locations around the property

### NOISE

- a) Control noise levels of patrons inside and outside the Establishment and comply with all applicable laws, regulations and ordinances respecting noise.
- b) Designate an on-site manager or employee to accept calls regarding noise or other nuisance issues at all times during business hours and immediately after closing.

### ADOPT A BLOCK

- a) Join the Adopt a Block program and keep areas adjacent to your premises free of graffiti, litter, etc. See attached Adopt a Block flyer for details.

### EMERGENCY PLANNING

- a) Develop an emergency plan for your premises, building and personnel and provide a copy to the neighborhood association. See [ready.gov](http://ready.gov) and [redcross.org](http://redcross.org) for more information.
- b) Become a neighborhood resource during an emergency. Provide a list of resources, tools, provisions and/or any skills you or your employees would be willing to share during a neighborhood crisis.

### PARTICIPATION

- a) Join the neighborhood association.

- b) Attend at least one meeting a year.
- c) Provide the neighborhood association with premises contact information at least annually, or any time the contact information changes.

#### ENFORCEMENT

a) The Licensee and the neighborhood association agree to mediate any disputes regarding the operations and/or impacts of the Establishment that cannot be settled through the course of meetings and face-to-face communications. If the Establishment and the neighborhood association are not able to resolve disputes within the course of their business, then the parties to this agreement agree to seek outside professional mediation services through the City of Portland's Office of Neighborhood Involvement.

#### SALE, ASSIGNMENT, SUBLEASE

- a) This Agreement will be provided to any potential purchasers, successors, assigns or subleases.
- b) Licensee agrees to provide the neighborhood association with notice not later than 45 days prior to any sale, assignment or sublease of the Establishment.

#### MISCELLANEOUS

- a) This agreement contains all the terms and conditions agreed upon by the parties and shall be modified only by written agreement executed by duly authorized representatives of the Parties.
- b) Any waiver granted for any one condition does not constitute nullification of any other condition of this Agreement. The terms set forth in this Agreement are contractual and not merely a recital. There is no other agreement, promise or inducement for this Agreement other than as expressed in this Agreement. This Agreement contains the full and entire understanding of the Parties.  
There are no other representations, warranties, statements or agreement between the Parties except as expressly set forth in this Agreement.
- c) If any section, provision or clause of this Agreement is held by an administrative agency or a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected unless a Party determines that the section, provision or clause constituted a material inducement to it entering into this Agreement.
- d) The Licensee shall not be relieved of its obligations to comply with any of the terms and conditions of this Agreement by reason of any failure of the neighborhood association to require prompt compliance, nor does the City waive or limit any of the rights under this Agreement by reason of such failure or neglect.
- e) Any litigation arising under or regarding this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon, Portland Division.
- f) This Agreement may not be amended, except in writing and signed by authorized representatives of both parties.
- g) Each Party has carefully read this Agreement. The Parties acknowledge that they are each familiar with its contents, and they fully understand and voluntarily accept its terms and conditions.

Thank you for partnering with the neighborhood association to make our neighborhood a better place.

Signed:

Establishment name and address

Owner Date

Manager Date

Chairman, Neighborhood Association Date