

Plenty Cafe Good Neighbor Agreement

This Good Neighbor Agreement is made this 15th day of April 2016, between the QUEEN VILLAGE NEIGHBORS ASSOCIATION (“QVNA”) located at Weccacoe Recreation Center, 400 block of Queen Street, Philadelphia, PA 19147 and Plenty Queen Village LLC, operator of the proposed Plenty Café located at 705-707 South 5th Street, Philadelphia, PA 19147 (the “Premises”). QVNA and Plenty stipulate to the following:

1. Neighbors residing in close proximity to the Plenty Cafe have expressed legitimate concerns about the impact of the establishment on their quality of life and have asked QVNA to create this agreement to establish mutually agreed upon terms and conditions for its operation.
2. Plenty Cafe desires to become and remain a respected and successful neighborhood establishment, and thus agrees to the following conditions:
 - a. Sidewalk Café: Plenty may apply for a Sidewalk Café License at any time. After necessary approvals from the City of Philadelphia are obtained, Plenty may have sidewalk seating on Monroe Street during operating hours. During the school year, as defined by the School District of Philadelphia, Plenty will be restricted from operating sidewalk café on 5th Street from opening until 4PM Monday through Friday. Plenty agrees not to apply for sidewalk café license without first notifying Queen Village Neighbors Association (QVNA) of its intention.
 - b. Smoking Consideration: Plenty will post signs to discourage smoking near the property. Plenty will not permit employee smoking in outdoor space adjacent to kitchen.
 - c. Bar service: Service and consumption of alcoholic beverages shall be limited to patrons seated at either tables, booths, or the bar, with the exception of serving a small number of standing patrons who are waiting to be seated at a table.
 - d. Trash Storage: All trash and recycling generated at the premises will be stored on premises in an enclosed storage space. If presented with complaints about trash or litter, premises owner and applicant will work to educate patrons and tenants about proper waste disposal, adherence to Philadelphia city garbage codes, and promote respect for shared community spaces and neighbors’ property. If presented with complaints about trash or litter, premises owner and applicant will work to educate patrons and tenants about proper waste disposal, adherence to Philadelphia city garbage codes, and promote respect for shared community spaces and neighbors’ property.
 - e. Trash Collection: Garbage, trash and other refuse shall be collected at least 4 times per week. Applicant shall limit garbage-related truck traffic to commercial corridor of 5th Street with the goal of morning pick up either before 8am or after 9am as not to interfere with school drop off.
 - f. Ensuring a Pest-Free Environment: Plenty shall exercise extreme diligence in ensuring a clean, pest-free environment. The premises will be exterminated for pests and rodents regularly, at least twice monthly.

- g. Air Conditioner Noise: If a central air conditioning system is installed, the outside condensers shall be of a reasonably quiet type and shall be placed at a location, which avoids, to the extent practicable, noise disturbing to adjacent property.
 - h. Signage:
 - 1. PLENTY agrees that it shall not display any type of banners, signs or other types of displays on the exterior of the Premises, or within twenty (20) feet of the Premises, that promote in any way the sale or consumption of alcohol, happy hours, drink discounts or other alcohol-related promotions, other than customary small "A-frame" signs as permitted under the City Code.
 - 2. Plenty agrees that there shall be no lighted signs facing residential properties, other than a back lighted or indirectly lighted or washed sign with the name of the restaurant.
 - i. Fire Protection: Code-approved fire protection and fire suppression systems will be in service at all times.
 - j. Compliance with Laws and Regulations: The premises shall at all times be constructed, altered, and operated in compliance with all applicable city, county, state and federal statutes, codes, ordinances and regulations, including obtaining and renewing all permits and licenses required for use, construction, sidewalk encroachment, signage, food and trash storage. Licensee shall be entitled written notice with 30 days to cure. If cured, the licensee should not be in default of this agreement.
 - k. Sale of the Premises or Change of Tenant: In the event that Plenty ceases operation or relocates, the current owner agrees to give future buyer or future tenant a copy of this agreement. The current owner will make every reasonable attempt to persuade future buyer or future tenant to continue the terms of this agreement.
3. Renegotiation of Agreement: At least 30 days prior to requesting reconsideration or renegotiation of the terms of this agreement, Plenty shall provide written notice to QVNA.
4. This Agreement is intended to create binding obligations. In the event that any provision of this Agreement is determined to be legally invalid, the affected provision shall be stricken from the Agreement and the remaining terms of the Agreement and its enforceability shall remain unaffected hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

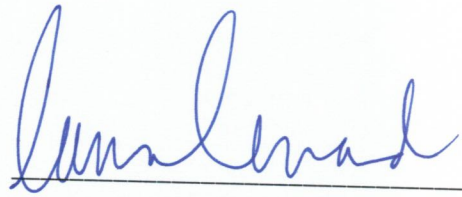
For PLENTY

Date:


ANTHONY MASCIERI

For QUEEN VILLAGE NEIGHBORS ASSOCIATION

Date:

 5/5/16

LAUREN LEONARD, PRESIDENT