



CITY OF NANAIMO

GOOD NEIGHBOUR AGREEMENT

WHEREAS the City of Nanaimo ("the City"), the RCMP Nanaimo Detachment ("the RCMP") and the Owners of _____ ("the Licensed Establishment") (collectively "the Parties") recognize that liquor licensed establishments have a civic responsibility, beyond the requirements of the *Liquor Control and Licensing Act*, to control the conduct of their patrons; and

WHEREAS the Licensed Establishment wishes to demonstrate to the citizens of Nanaimo its desire to be a responsible corporate citizen; and

WHEREAS the Parties wish to promote Nanaimo as a vibrant, safe and attractive community for the enjoyment of everyone, including residents, visitors, businesses and their workers;

NOW THEREFORE the Licensed Establishment agrees with the City and the RCMP to enter into this Good Neighbour Agreement, the terms and conditions of which follow:

Noise and Disorder

1. The Licensed Establishment shall undertake to ensure that noise emissions from the Establishment do not disturb surrounding residential developments, businesses and neighbourhoods, as provided by the City of Nanaimo *Noise Bylaw*.
2. The Licensed Establishment shall undertake to monitor and promote the orderly conduct of patrons immediately outside of the Establishment, particularly those congregating outside during open hours as well as at closing time, and to discourage patrons from engaging in behaviour that may disturb the peace, quiet and enjoyment of the neighbourhood.
 - 2.1 In cases where the presence of employees does not facilitate the orderly conduct of patrons, staff shall contact the RCMP to request assistance in dealing with any persons or crowds.

Criminal Activity

3. The Licensed Establishment shall not tolerate any criminal activity within the Establishment.

- 3.1 The Establishment shall make every reasonable effort to scrutinize patrons as they enter the building to ensure that no items of contraband, including weapons and controlled substances, are brought onto the premises.

Minors

4. The Licensed Establishment shall not allow any person under the age of 19 into the Establishment.
 - 4.1 The Establishment shall check two pieces of identification for any person who appears to be under the age of 25; one piece must be picture identification and may be a driver's licence, a government identification card or a passport.

Sale and Consumption of Alcohol

5. While it is recognized that there may be occasional price reductions or promotions for specific alcoholic beverages, the Licensed Establishment shall offer no deep discounts (i.e., "cheap drinks") or across-the-board discounts.
 - 5.1 When offering price reductions and promotions, the Establishment shall be particularly mindful of its legal and moral obligation to refuse service to persons who may, based on appearance or amount of alcohol consumed, be intoxicated.
6. The Licensed Establishment shall not allow patrons to carry or consume open beverages in areas that are not licensed for such purposes, including areas outside of the Establishment.

Entertainment

7. Stripping and exotic dancing shall only be permitted as forms of entertainment in the Licensed Establishment if the Establishment's zoning allows for such forms.
8. If stripping and exotic dancing are permitted, as per the Establishment's zoning, the Establishment shall ensure that advertisements are not offensive to the community.

On-Duty Employees

9. Each on-duty employee of the Licensed Establishment shall wear a clearly visible nameplate showing his or her first name and/or employee number.
10. The Licensed Establishment shall maintain a work schedule showing each on-duty employee and shall make the work schedule available to the RCMP, upon request.

Cleanliness

11. The Licensed Establishment shall assign staff to inspect the outside of the premises each night after closing to ensure that there is no litter, garbage, broken glass or other foreign objects associated with the Establishment left within the general area of the Establishment.

12. The Licensed Establishment shall undertake to remove, as soon as is practicable, any graffiti from the building's exterior.
13. The Licensed Establishment agrees to work with the City and its departments, including the RCMP, to resolve any concerns that arise with respect to the operation of the Establishment.
 - 13.1 The Licensed Establishment agrees to attend a formal meeting, as required, with the City and the RCMP to discuss issues and concerns.
14. The Licensed Establishment shall demonstrate complete support for the RCMP and its members.
 - 14.1 When incidents occur which require RCMP involvement, all staff of the Licensed Establishment shall cooperate fully with RCMP members, and shall not impede or obstruct members in performing their duties.
15. The Licensed Establishment shall participate as an active member in the local Hospitality Industry Liquor Licensing Advisory Committee (HILLAC).
16. If the Licensed Establishment is a nightclub located within the downtown core, the Establishment will be strongly encouraged to participate in the Nanaimo Bar Watch Program.
17. The Licensed Establishment shall support programs which aim to eliminate occurrences of drinking and driving.
 - 17.1 A free telephone shall be available to patrons for the purpose of contacting a taxi or arranging other transportation from the Establishment.
 - 17.2 Non-alcoholic beverages shall be provided at prices which are below those set for alcoholic beverages.

Amendment and Transferability

18. Any proposed changes to the terms of the Good Neighbour Agreement shall be discussed and resolved among the Parties.

Enforcement

19. Obtaining a business license is contingent upon accepting and signing this Agreement; notwithstanding this fact, the parties recognize that the success in reaching the objectives of the Good Neighbour Agreement is largely dependent upon each establishment's willingness to make a concerted effort to support and adhere to the principles outlined in the Agreement.
 - 19.1 Any failure on the part of the Licensed Establishment to comply with the terms outlined herein will result in the following:
 - (a) the City will attempt to resolve the matter by requesting a meeting with the licensee.

- (b) If the matter is not satisfactorily resolved during a meeting, the City will provide a written warning. The letter will clarify what action is needed in order for the licensee to comply with the terms of the agreement. The letter will also specify how much time will be provided for the licensee to comply. The length of time will depend on the nature of the infraction.
- (c) Continued non-compliance may be brought to the attention of City Council, which may in turn require the owners of the Establishment to attend a "show cause" hearing related to the suspension of their Business Licence.

It should be noted that a "show cause" hearing would only be used when all other reasonable attempts to gain compliance have failed.

20. Nothing contained or implied in this Good Neighbour Agreement shall prejudice or affect the City's rights and authorities in the exercise of its functions pursuant to the *Community Charter* and *Local Government Act*, as amended, and the rights and powers of the City and the RCMP under provincial and federal statutes and regulations, and City bylaws.

Signed this _____ day of _____, 2012, in Nanaimo, British Columbia.

[name of Principal]

[name of Licensed Establishment]

Mayor John R Ruttan

City of Nanaimo

[rank and name of OIC]
Nanaimo Detachment, RCMP

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