

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

As You Are, LLC t/a As You Are Tavern

Pursuant to this Settlement Agreement, ("Agreement"), by and between As You Are, LLC ("Applicant") t/a As You Are Tavern ("Establishment") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to the operation of Applicant's business located at 500 8th Street SE, Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its approval of a new Retailers' Class "CT" Tavern (ABRA License No. 119997) ("License"); and

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorializing in this Agreement the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises, in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the areas surrounding the Premises;

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service tavern with on-site prepared foods, beverage service as well as entertainment and dancing at the Premises. Applicant currently seeks a total indoor occupancy of up to 180 persons / total seating for up to 170 patrons, plus up to 24 seats on the sidewalk café. In no event shall Applicant operate the Establishment in excess of its approved Certificate of Occupancy.

Further, Applicant voluntarily agrees to undertake and sustain the conditions listed below and shall make a "good faith effort" to sell and serve food during its hours of operation. For purposes of this agreement, a "good faith effort" to sell or serve food shall be met if the Applicant maintains a kitchen, kitchen staff, and the supplies and equipment necessary for the daily preparation and service of prepared food menu items and offers food service until at least one (1) hour prior to closing

3. Operational Conditions. ANC 6B agrees to support the issuance of an Endorsement to permit live entertainment and dancing contingent on the following conditions:

- a. Applicant shall strictly comply with Section 7. (Noise Mitigation) of this Settlement Agreement to ensure that sound, noise, and vibrations are not audible or felt beyond the curb or any other premises at any time.

- b. Applicant shall provide appropriate number of staff to monitor the departure of its patrons through the 8th Street entrance/exit of the Premises to ensure patrons' safety and make reasonable efforts to prevent loud voices and littering.

c. On nights with Entertainment, two hours before closing, Applicant shall provide 4 staff members to monitor the departure of its patrons through the 8th Street entrance/exit of the Premises.

d. On nights without Entertainment, two hours before closing, Applicant shall provide 2 staff members to monitor departures of its patrons through the 8th Street entrance/exit of the Premises.

4. Hours of Operation. Sale, Service, and Consumption. Applicant's hours of operation, and alcoholic beverage sales, service, and consumption may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Hours of Operation:

Sunday thru Thursday: 12:00 p.m. - 12:00 a.m.

Friday and Saturday: 12:00 p.m. - 3:00 a.m.

Interior Sales and Service:

Sunday thru Thursday: 12:00 p.m. - 11:30 p.m.

Friday and Saturday: 12:00 p.m. - 2:00 a.m.

Consumption of Alcohol:

Sunday thru Thursday: 12:00 p.m. - 11:30 p.m.

Friday and Saturday: 12:00 p.m. - 2:30 a.m.

Sidewalk Café Sales, Service, and Consumption:

Sunday thru Thursday: 12:00 p.m. - 10:00 p.m.

Friday and Saturday: 12:00 p.m. - 11:00 p.m.

Live Entertainment & Dancing (indoors only):

Sunday & Thursday: 12:00 p.m. - 12 a.m. Midnight

Friday and Saturday: 12:00 p.m.- 1:30 a.m.

***DJ and amplified music not permitted after 8:00 p.m. weekdays*

Provided, however, that without further approval of ANC 6B (1) on days designated by the DC ABC Board as "extended hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages until such time that the law permits. The Licensee must submit any application required by ABRA for such additional hours of operation.

5. Requirements for the Operation of Sidewalk Cafe. Applicant shall operate its Sidewalk Cafe consistent with applicable permits and the law. Applicant shall maintain the Sidewalk Cafe in a clean and orderly manner by sweeping the area extending from the front or side of the cc

Premises to the curb to be on at least a daily basis. Applicant may not place any signboards or similar items beyond or outside the area designated by its public space permit.

Applicant shall confine its Sidewalk Café to the existing permitted area defined by a railing extending along 8th Street to the entry door of the Premises. The Sidewalk Café will not extend past the eastern side of the entry door of the Premises in public or curb space since it would unduly affect the residential zoned property on E Street SE. Provided however, that the Establishment may use available public space along 8th Street SE for outdoor seating as may be approved by the Mayor or designee, during any period that indoor occupancy is decreased or restricted by applicable law.

6. Refuse Storage and Disposal. Applicant has and will utilize a trash storage room inside of the Premises. Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and maintenance of the trash storage room:

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage, non-recyclable waste, and recycling not less than four (4) days per week, and grease as needed (or such more frequent schedules as may be necessary);
- b. Applicant will not schedule garbage, recyclables, and grease collections between 10:00 p.m. and 7:00 a.m. and will not leave refuse storage bins outside during those hours;
- c. Applicant shall store or place all kegs, foodstuffs, or other consumable goods of any type on the Premises and shall not place any receptacle for restaurant supplies such as linens or other supplies on the exterior of the Premises ;
- d. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur;
- e. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition;

7. Noise Mitigation Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725. and notes that both sides of the 800 block of E Street SE are presently zoned residential except for the Premises and other buildings with frontage on 8th Street SE, which is zoned mixed use. Applicant has created and will adhere to its' noise mitigation plan attached to this SA, which includes noise mitigation/scheduled improvements within the Premises to ensure that music, noise, and vibrations from the Establishment are not audible outside or felt beyond the curb of the Establishment or any other premises at any time. *(Attached to the SA is the Applicant's Noise Mitigation/schedule Plan detailing current and future noise mitigation improvements.)*

Applicant will take all reasonable steps necessary including installing sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties to comply with DC regulations concerning mechanical noise.

Applicant agrees to keep its doors and windows closed when music is being played at the establishment. Applicant agrees to keep all windows and drapes closed along the E Street side of the Premises during the hours of live entertainment. Applicant will, take commercially reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit

doors. No patrons will enter or exit from the E Street SE doorway at any time except in an emergency

8. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application pest control services. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board. Applicant is encouraged to join in any coordinated effort with the adjacent establishments and neighbors to address any rodent issues regardless of the source of such issues.

9. Deliveries and Use of Points for Access/Egress. To the extent practicable, Applicant, will notify and encourage all commercial third-party vendors to park delivery trucks in designated loading zones along the front of the Establishment and not occupy residential parking areas. Applicant shall identify with appropriate signage the entrance/exit door on E Street SE as an emergency exit only and shall direct patrons to enter/exit through the 8th Street SE door.

10. Security Cooperation in Stemming Loitering and Illegal Drugs. With the express understanding that the Applicant cannot stop people from congregating in public space, Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Staff shall not congregate outside during breaks along the E Street SE side of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drug within the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

11. Compliance with Agency Regulations. Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Provided however any reference made to DC laws and regulations in this Agreement is for information only. The parties do not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.

12. Notice and Opportunity to Cure. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code§ 25-447.

Applicant will provide an email address to a representative of the ANC through which any comments or concerns about the nature of the operation of the Establishment can be addressed and resolved. Applicant will also provide the ANC with a phone number of an onsite manager who can address any concerns related to the fulfillment of the obligations set forth in this Agreement at any time that the Applicant is operating.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

As You Are LLC, t/a As You Are
500 8th Street, SE
Washington, DC 20003

_____ [insert name & title]
_____ [insert email address]

Signature: _____ Date: _____

ANC:

Advisory Neighborhood Commission, 6B
921 Pennsylvania Avenue, SE
Washington DC 20003
Brian Ready, Chairperson

Signature: _____ Date: _____