

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 17 day of July, 2012, by and between CARNIVAL, INC. trading as SUNSET LIQUORS (“Applicant”) and the BATES AREA CIVIC ASSOCIATION, INC., and ADVISORY NEIGHBORHOOD COMMISSION (ANC) 5C by and through its SINGLE MEMBER DISTRICT COMMISSIONER for ANC 5C01 (“Protestants”).

WITNESSETH

WHEREAS, Applicant has filed for renewal of its Class A Retail Liquor License for the location of 1627 1st Street, N.W., Washington, DC 20001 (“the Establishment”); and

WHEREAS, Protestants have protested the renewal of Applicant’s license; and

WHEREAS, the parties voluntarily enter into this Agreement and request that the Alcohol Beverage Control Board (“the ABC Board”) approve Applicant’s application conditioned upon Applicant’s compliance with the terms set forth herein.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth below, the parties agree as follows:

1. **Recitals Incorporated:** The recitals set forth above are incorporated herein by reference.
2. **Compliance With Law:** Applicant shall comply with all laws and regulations governing the operation of the Establishment, including laws and regulations governing the Class A license to which the agreement applies, as applied for and approved by the District of Columbia in the name of Applicant.
3. **Cleanliness and Condition of Premises:** Applicant shall take all reasonable measures to assure that the immediate environs of the Establishment are kept free of litter and debris. “Immediate environs” is defined in DCMR 720.2 as including: “all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business.”
 - a. Applicant shall clean the sidewalk in front of its premises up to and including the curb, and remove trash from the alley behind the premises, at 10:00 am and once again with one hour of closing on days the Establishment is open. Applicant shall maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage, and recycled materials generated by the Establishment, and to assure that the trash, garbage, and recycled materials are removed regularly.

- b. Applicant shall maintain tree boxes and public space surrounding its property clean to enhance and support the beautification of the neighborhood.
- c. Applicant shall remove snow and ice from the sidewalk and follow all applicable D.C. laws and regulations with respect to snow and ice removal.
- d. Applicant shall not support the installation of any pay phones around the Establishment.
- e. Applicant shall install and maintain high-intensity flood-lights on the exterior of the Establishment so as to fully light any abutting alleyway from dusk until dawn, to the extent such lighting is not already present on the exterior of the Establishment.
- f. Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around the Establishment including following, at a minimum, the recommendations and guidelines of the Rodent and Vector Control Division of the D.C. Department of Health.
- g. Applicant shall generally maintain the Establishment in commercially reasonable condition and promptly remove or paint over any graffiti written on exterior walls of the Establishment.
- h. Applicant shall maintain planters, flora and shrubbery around the exterior of the Establishment in a decorative fashion, shall maintain exterior walls facing First Street, N.W. free from signage advertising alcoholic products and shall maintain a security gate on the exterior entranceway of the Establishment facing Florida Avenue, N.W.
- I. Applicant shall install and maintain a security gate to control access to the stairwell to the First Street basement entrance to the Applicant's Establishment.

4. **Loitering.** The parties recognize that loitering in and around the Establishment adversely impacts the peace, order, and quiet of the neighborhood. Applicant shall post "No Loitering" signs in a prominent place on the exterior of the building. Applicant shall take all reasonable measures to prohibit and prevent loitering within, in front of, and in the rear of the Establishment, including:

- a. Asking loiterers to move on when they are observed outside the Establishment;
- b. Calling the Metropolitan Police Department ("MPD") to remove loiterers if they refuse Applicant's request to move on;
- c. Calling MPD if illegal activity is observed;

- d. Keeping a written record (“log”) of dates and times when MPD has been called for assistance; and
- e. Providing copies of the log to the Board during future hearings before the ABC Board involving applications for renewal or other contested proceedings involving Applicant’s license.

5. **Alcohol Abuse Prevention.** Applicant shall not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. Applicant shall cooperate with MPD and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by MPD three or more times in any one year and who MPD has so identified by name and photograph to Applicant. Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21 and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sale restrictions shall be prominently posted on signs in the Establishment.

6. **Limitations on Advertising.** Applicant shall remove and/or not install signs advertising alcoholic beverages or tobacco products in windows so as to obstruct visibility into the Establishment. Applicant shall not advertise alcoholic beverages or tobacco products on the exterior walls of the premises.

7. **Limitations on Non-Alcohol Retail Items.** Applicant shall not provide “go cups” (as defined in DCMR 709.7) to customers. Applicant may sell disposable cups to customers provided such cups are pre-packaged and contain no fewer than 12 cups. Applicant shall only sell or provide ice to customers in pre-packaged forms containing no less than 5 pounds. Applicant shall not sell single cigarettes, plastic bags smaller than sandwich size in non pre-packaged form, or any other form of drug paraphernalia.

8. **Cooperation with the Community.** Applicant shall make reasonable efforts to cooperate with the community, including but not limited to, adhering to each of the following commitments:

- a. Applicant will work closely with and participate in one or more District of Columbia based small business programs through the Department of Small and Local Business Development, such as North Capitol Main Street’s (NCMS) Storefront Improvement Project, to improve upon its physical appearance and building condition, so long as said program is free to the owner.
- b. Applicant will furnish information to NCMS, through its representative, as may be necessary to become eligible to participate in any programs designed to assist small business owners with facade improvement, such as Clean Hands from the Office of

Tax and Revenue.

- c. Applicant will work closely with the Civic Association and with the Advisory Neighborhood Commission which represents the neighborhood in which the Establishment is located to promote neighborhood collaboration, beautification and resolution of common problems.
- d. Applicant will open for business no earlier than 10:00 a.m. and close no later than 10:00 p.m. on any day that it operates its Establishment. Applicant will not open for business on Sunday. With regard to the hours of operation designated in this paragraph, the parties will consider the first six months after ratification of this voluntary agreement by the Alcoholic Beverage Control Board a "Probationary Period". If Applicant demonstrates itself to be a good neighbor by complying with all terms of this Voluntary Agreement during the Probationary Period, Protestants will not object to Applicant's request to modify this paragraph to allow for the Establishment to operate until 11:00 p.m. on Friday and Saturday.

9. **Restriction on Hours of Alcoholic Beverage Sales.** Applicant shall not sell alcoholic beverages before or after ABC Board regulated hours.

10. **Participation in ANC Meetings.** Applicant shall open dialog with the community and cooperatively address and control any problems associated with its operations.

11. **License Ownership.** Applicant agrees to abide by all ABC Board regulations regarding the ownership and transfer of the Applicants's license.

12. **Binding Effect.** This Agreement shall be binding upon and enforceable against Applicants assignees and successors-in-interest.

13. **Notices of Violation.** In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within 30 days thereafter before action against applicant on the basis of such violation is undertaken. A material violation of this Agreement or its ABC license by Applicant which has not been corrected after 30 days notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed received upon mailing.

14. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date

first written above.

APPLICANT:

Signature: Shabey Singh
Printed Name: Shabey Singh
Applicant: Carnival, Inc.
Address: 1627 First Street, N.W.
Washington, DC 20001

PROTESTANTS:

Signature: Geovani Bonilla
Printed Name: Geovani Bonilla
In the Capacity of: President-Bates Area Civic Association, Inc.
Address: 89 P Street, N.W.
Washington, DC 20001

Signature: _____
Printed Name: Ronnie Edwards
In the Capacity of: Chairman-ANC 5C
Address: P.O. Box 26183
Washington, DC 20001

Signature: Bradley A. Thomas
Printed Name: Bradley A. Thomas
In the Capacity of: Commissioner-SMD ANC 5C01
Address: 107 P Street, N.W.
Washington, DC 20001