

Superclub Ibiza, LLC.
t/a Ibiza
License No. 74456
Case No. 61070-07/046P
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Accordingly, it is this 19th day of September 2007, **ORDERED** that:

1. The protest of Karen J. Wirt, Chairperson, on behalf of ANC 6C is **WITHDRAWN**;
2. The Substantial Change Application of Superclub Ibiza, LLC., t/a Ibiza, located at 1222 1st Street, Washington, D.C., for a summer garden endorsement with a capacity of 115 patrons, is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

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District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Acting Chairperson


Vera M. Abbott, Member


Judy A. Moy, Member

Audrey E. Thompson, Member


Albert G. Lauber, Member


Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

Voluntary Agreement

Dated as of September 12, 2007 by and between

Superclub Ibiza, LLC
ABRA Licence Number 74456
("Establishment")

and

Advisory Neighborhood Commission 6C
("ANC 6C")

1222 1st St. NE
Washington, DC 20002
("Premises")

PREAMBLE

This Voluntary Agreement executed by the Establishment and ANC 6C (the "Parties"), and dated as indicated above, pertains to the application filed with the Alcohol Beverage Regulation Administration on ~~August 2007~~ January 2008. Through this Voluntary Agreement, the Parties aim to create an environment whereby the Establishment may operate as a viable contributing business at the Premises in the ANC 6C community, while concurrently curtailing any adverse effects a business such as Establishment's could have on the surrounding neighborhood and residents.

The Establishment agrees to work regularly with the ANC 6C, neighborhood associations, and residents to ensure the Premises and Establishment's business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Voluntary Agreement are reasonable and must become wholly integrated into the day-to-day operation of Establishment's business.

The community and Establishment understand and agree that the requirements imposed upon Establishment as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses.

WITNESSED

Whereas, Establishment's Premises are within the boundaries of ANC 6C;

Whereas, the Parties desire to enter into an agreement governing certain requirements and understandings regarding the Retailer's Class CN Liquor License for the rooftop application filed on ~~August~~ January 7, 2007, by the Establishment;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Use and Purpose of Premises.** Establishment will offer meals (take-away and eat-in breakfast and lunch; full-service dinner); Happy Hour with heavy appetizers and full dinner

selection; and live entertainment. Establishment will also serve as a venue for political fund raisers, corporate functions, weddings, and other similar events.

2. **Public Space Cleanliness and Maintenance.** Establishment will maintain the public space adjacent to the Premises in a clean and litter-free condition. At a minimum, the area maintained shall include the entirety of the adjacent sidewalk(s) up to and including the curb/gutter and 18” into the street(s) adjacent the Establishment, and the alleyway(s) adjacent the Premises. Cleanliness and maintenance shall include, but not be limited to:

- (a) Picking up and properly disposing of all trash and litter, regardless of source, a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m., but if business hours on any given day begin after 8 AM, then trash must be picked up at the close of the prior business day.)
- (b) Maintaining an enclosed, secured area for all trash and garbage dumpsters adjacent to the Premises.
- (c) Ensuring that all trash and garbage is placed only in rodent-proof dumpsters, and that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- (d) Maintaining regular trash and garbage removal service, regularly removing trash from the trash and dumpster area, and ensuring that the dumpster area remains clean.
- (e) Exercising due diligence to prevent and/or rid vermin infestation in and around Establishment, including following, at a minimum, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- (f) Ensuring prompt removal of snow and ice (including salting as appropriate) from the sidewalk and compliance with all applicable D.C. laws and regulation in this respect.
- (g) Planting, watering, weeding and generally maintaining all tree boxes (and planters installed or maintained by Establishment) adjacent to the Premises.
- (h) Promptly removing or painting over any graffiti on the exterior walls of the Premises.

3. **Business Operations and Practices – General.**

- (a) Establishment will not, directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person who appears to be intoxicated.
- (b) Establishment agrees to reasonably ensure that no patron shall:
 - (i) bring alcohol into the Premises from outside sources; or
 - (ii) exit the Establishment with alcoholic beverages.

(c) Establishment, and all employees of the Establishment, shall conduct alcoholic beverage server training for all employees not less than two (2) times per year, and for any new employee upon hiring.

(d) Establishment shall post a notice kept in good repair and visible from point of entry a sign stating that proper identification is required; Establishment agrees to reasonably check identification prior to serving alcoholic beverages to patrons.

(e) Establishment shall at all times provide metal utensils and reusable, sturdy plates or bowls in connection with all food served and consumed on the Premises. Take-away purchases are exempt from this requirement.

4. **Business Operations and Practices – Security and Parking.**

(a) Establishment will have on the premises a minimum of two security persons, whose sole responsibility is monitoring of the peace, order and quiet of the establishment and its immediate environs.

(b) Establishment shall take all necessary steps to prevent patron rowdiness, including refusing admission and service to, or ejecting rowdy or unruly persons.

(c) Establishment shall make every effort to prohibit and prevent loitering or criminal activity on or adjacent to the Premises, including without limitation:

(i) Calling the Metropolitan Police Department if illegal activity is observed;

(ii) Establishment will provide valet parking to its customers and patrons, ~~and~~ relying exclusively on adequate parking arrangement with a parking vendor to meet the demands presented for parking by patrons. There will be no valet parking on residential streets east of the M Street underpass, located at 2nd and M streets NE.

(d) Establishment will also have personnel available to escort any customer, who so requests such escort, to their vehicle or the nearest metro (NY Ave/Florida Ave/Gallaudet University).

5. **Business Operations and Practices – Exterior.**

(a) Establishment shall not permit and shall actively oppose installation of pay phones outside of the Premises on either Establishment's Premises or in the public space.

(b) Establishment will install and maintain on the exterior of its Premises lighting which shall be in use from dusk until dawn every day of the year:

(i) high-intensity floodlights sufficient to fully illuminate any adjacent alleyway; and

(ii) floodlights of appropriate brightness to illuminate any adjacent sidewalks.

(c) Establishment will cease sale of and prohibit consumption of alcoholic beverages on the rooftop garden no later than one hour before closing; with exception of private

functions, corporate events, or weddings, when Establishment may serve alcohol to the conclusion of said function.

(d) Establishment shall not permit loud music or other unreasonable noise disturbance on the rooftop garden after 11:00 pm on any day, and shall at all times comply with 20 DCMR §§ 2700 et seq and 2800 et seq., as amended.

6. **Sound, Music, Dancing and Entertainment.**

(a) Establishment agrees to ensure that sounds originating from within the Premises are mitigated by installing adequate sound proofing.

(b) Establishment shall not produce any sound, noise, or music of such intensity that it may be heard in any premises outside the Premises in accordance with DC Official Code Title 25-725 and or 20 DCMR §§ 2700 et seq and 2800 et seq., as amended.

(c) Establishment shall not provide any loudspeakers, televisions, radios or other means of amplification of sound or speech that are on the exterior of or adjacent to the Premises, except for speakers designed to provide music to the rooftop terrace area. The Establishment shall comply with DC Official Code Title 25-725 and 20 DCMR §§ 2700 et seq. and 2800 et seq., as amended. Rooftop terrace speakers shall not be used to broadcast live performances or concerts.

(d) Establishment shall not provide any Entertainment in any area on or adjacent to the exterior of the Premises (including the rooftop garden), except when individual one-time special event licenses may be issued by DCRA. Entertainment associated with weddings, corporate functions, and similar events may occur on the rooftop garden, and in compliance with DC Official Code Title 25-725 and 20 DCMR §§ 2700 et seq and 2800 et seq., as amended.

(e) "Entertainment" shall encompass live performances and concerts (including jazz, alternative music, and rhythm and blues and soul, as well as comedy shows. "Entertainment" shall not include: rock concerts, hard-core rap performances, or go-go acts.

7. **Cooperation with Interested Parties.** Establishment agrees to work with ANC 6C, the ABC Board, MPD, and the Commissioner for the Single Member District within whose boundaries the Premises are located, on resolving issues preventing the Establishment from fulfilling its obligations under this Voluntary Agreement.

8. **Modifications.** This Voluntary Agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 6C, if Establishment desires to modify the terms of this Voluntary Agreement, the Establishment, prior to implementing the change(s), shall receive written agreement from ANC 6C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

9. **Miscellaneous.**

(a) Establishment shall keep on premises, a copy of this Voluntary Agreement in the Premises in conjunction with the posting of its alcoholic beverage license. Establishment shall include an appropriately sized sign indicating that a copy of this Voluntary Agreement is kept in the Premises.

(b) Establishment will operate in compliance with all applicable laws and regulations.

10. **Enforcement.**

(a) If either party hereto believes in good faith that the Establishment is in violation of this Voluntary Agreement, written notice specifying the alleged violation shall be delivered to the Establishment and the Establishment shall have fifteen (15) business days after receipt of such written notice to come into compliance with this Voluntary Agreement or respond to said alleged notice of default.

(b) Establishment and the ANC 6C Commission agree to enter into this Voluntary Agreement. If the Establishment should breach the conditions of this Voluntary Agreement, it is understood by all parties that the ANC 6C, and/or its committees, or others shall seek self mediation within 15 business days of said notice and attempt civil resolution before petitioning the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.

This Voluntary Agreement is binding on the Establishment and all successors, transferees, assigns and management/operating companies of or engaged by Establishment, and will continue in full force and effect for any and all subsequent license holders operating at the Premises.

In witness whereof, the parties, acting through their authorized representatives have signed and sealed this Voluntary Agreement.

Establishment:

Signature:

Printed Name:

ERIC CLAY

JOHN HALL

Date:

9/12/07

Title:

OWNER

OWNER

Advisory Neighborhood Commission 6C Representative:

Signature: Anne M Phelps

Printed Name: Anne M Phelps Date: 09-12-07

Title: ANC 6C04 Commissioner

ABC Board-Licensed Manager:

Signature: _____

Printed Name: _____ Date: _____