

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)
)
Humphries Enterprises, LLC)
t/a H Street Martini Bar and Lounge)
)
Application for a Retailer's Class CT)
License)
at premises)
1236 H Street, N.E.)
Washington, D.C.)
)

Case no.: 60957-05/042P
Order no.: 2005-175

Humphries Enterprises, LLC, Applicant

Jeri Dennis, Cherie Mitchell, Lisa Greene, Eddie Curry, Susan Vasquez, and Robert Pittman, Protestants

BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member
Eartha Isaac, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The application for a new Retailer's Class "CT" License, having been protested, came before the Board on June 15, 2005, in accordance with D.C. Official Code § 25-601 (2001). Jeri Dennis, Cherie Mitchell, Lisa Greene, Eddie Curry, Susan Vasquez, and Robert Pittman filed timely opposition by letter on April 20, 2005.

The official records of the Board reflect that the Protestant and the Applicant have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. The Board is approving the agreement with the following change. The Board is striking provision 21.2 for not being in compliance with all applicable laws and regulations as set forth in D.C. Official Code § 25-446(c) (2001). The Board notes that neither the Applicant nor the Protestants had any objection to this change. Pursuant to the agreement, dated June 14, 2005, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Humphries Enterprises, LLC
t/a H Street Martini Bar and Lounge
Case no. 60957-05/042P
Page two

Accordingly, it is this 3rd day of August 2005, **ORDERED** that:

1. The protests of Jeri Dennis, Cherie Mitchell, Lisa Greene, Eddie Curry, Susan Vasquez, and Robert Pittman, are **WITHDRAWN**;

2. The application of Humphries Enterprises, LLC, t/a H Street Martini Bar and Lounge, for a new Retailer's Class "CT" License at 1236 H Street, N.E., Washington, D.C., is **GRANTED**;

3. The above-referenced agreement, as amended by the Board, is **INCORPORATED** as part of this Order; and

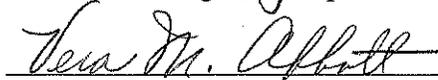
4. Copies of this Order shall be sent to the Protestants and the Applicant.

Humphries Enterprises, LLC
t/a H Street Martini Bar and Lounge
Case no. 60957-05/042P
Page three

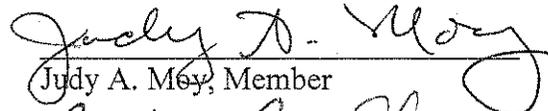
District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



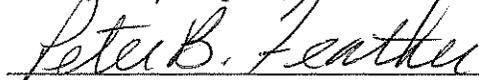
Vera M. Abbott, Member



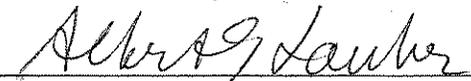
Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member



Eartha Isaac, 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.

Cooperative Agreement

final

Licensee: Humphries L.L.C. trading as H Street Martini Bar and Lounge.

Protestants: Jeri Dennis, Cherie Mitchell, Lisa Greene, Eddie Curry, Susan Vasquez and Robert Pittman.

This is a mutual agreement between an establishment seeking a license as a Class CT (Tavern) and the residents and neighbors who are Protestants. To create a comprehensive operational standard with clear and reasonable guidelines that both the establishment and the resident can understand; this contract will come to be known as a Cooperative Agreement:

- ❖ Whereas, this Cooperative Agreement is meant as a document designed to provide clear understanding to the licensed establishment and the residents, police or government agencies on enforcement of laws on public safety, public health, zoning and regulations that are managed in this community;
- ❖ Whereas, the Cooperative Agreement will serve as a basis to improve the Quality of Life of both the Licensee and the residents, taking into account the range of customers served by the Licensee and the differences in attitudes, mental and physical health, socio-economic means, sub-cultural and philosophical differences;
- ❖ Whereas, the Cooperative Agreement is the basis for the development of communications and improved working relationships amongst all in the community, which the Licensee may serve;
- ❖ Whereas, the Cooperative Agreement establishes a set of clauses outlined to supplement what the Licensee has already agreed to do simply by being granted the privilege to have a license. The Cooperative Agreement is meant to be a tool, which shall be used by the Licensee, which enters into this Agreement to meet standards that build on the Quality of Life of the community;
- ❖ Whereas, The Cooperative Agreement is also designed to guide residential members in dealing with the Licensee who will possess a Class CT license. The relationship between residents and commercial establishments is intrinsic to the economic viability of the whole community. There must be a relationship of trust and understanding that transcends a certain financial transaction. It must also be accepted by both that in order for the Cooperative Agreement to be effective it will take more than just signing this document. Both the Licensee and Protestants have to uphold their respective ends of this Agreement and must take an active part in fulfilling it's commitment to ensuring the Cooperative Agreement is as effective as possible;
- ❖ Whereas, the Parties having met and discussed the provisions of this Cooperative Agreement agree to make good faith efforts to resolve community concerns associated with the presence of commercial establishments with an ABC license in an area that is experiencing revitalization and bounded by residential neighborhoods;
- ❖ Whereas, it is our intent to outline in this Cooperative Agreement conditions that meet the reasonable needs of both parties;

Therefore, we agree as Protestants and accept that the Applicant and the Protestants will adhere to the following conditions as set forth:

Made this 14th day of June 2005, by and between Clifton Humphries, Applicant and President of Humphries L.L.C., trading as H Street Martini Bar and Lounge and Jeri Dennis, Cherie Mitchell, Lisa Greene, Eddie Curry, Susan Vasquez and Robert Pittman.

The parties agree to make good faith efforts to resolve community concerns associated with the presence of a tavern.

As residents, we recognize that the Applicant has asked for and received a Stipulated License from the Alcohol Beverage Control Board (ABC), having met the necessary requirements set under the Alcohol Beverage Regulation Administration (ABRA). Also as Citizens and Protestants, we are delighted that a local tavern has located to 1236 H Street, N.E. It is our intent to outline in this Cooperative Agreement conditions that meet the reasonable needs of both parties.

They are as follows:

- 1.0 The Licensee agrees to maintain the exterior areas adjacent to the restaurant including keeping the sidewalk, curbs*, and tree-box in front of the business and the alley beside and behind the establishment well manicured and in accordance with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-726.) The area will be regularly inspected by the Licensee or his designee.
- 2.0 The Protestants recognize that trash and debris will accumulate on and near the property that will not result from patrons of the establishment. It is however understood by the licensee and the management team that the proprietor is legally responsible for any trash, debris, garbage and/or other unattended items left on or near the area, eighteen inches out from the curb.*
- 3.0 The Licensee agrees to pursue reasonable efforts, both directly and through communications with the Metropolitan Police Department (1st District) to discourage individuals from congregating or loitering outside of and in areas adjacent to the establishment. The Licensee agrees to maintain a log of calls placed to MPD and Emergency Medical Services (EMS), which shall be open to review by the Protestants, public safety and regulatory officials.
 - 3.1 The Licensee agrees to notify the Protestants and MPD should a go-go, hip-hop or similar type music band or event be scheduled at the establishment. The Protestants request a minimum of 72 hours notice of such an activity.
 - 3.2 The Licensee agrees that should go-go, hip-hop or similar type music, band or event be scheduled at the establishment that a discussion will be called by the owners and management to include the Protestants and MPD on the impact of the activity.
 - 3.3 The Licensee agrees to comply with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-713) which stipulates, in part, that a licensee is to post notice, maintained in good repair and in a place clearly visible from the point of entry to the establishment, stating: (1) the minimum age requirement for the purchase of alcoholic beverages; and (2) the obligation of the patron to produce a valid identification document displaying proof of age upon request.
 - 3.4 The Licensee agrees to refuse to serve alcoholic beverages to patrons, who upon request, refuse to produce or can't produce a valid identification document to verify proof of age. Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-101(53)), defines a valid identification document as an official identification issued by an agency of government (local, state, federal or foreign) containing, at a minimum, the name, date of birth, signature, and photograph of the bearer.
- 4.0 The Licensee agrees not to install and to oppose the installation of pay telephones around the establishment.
 - 4.1 The Licensee may decide that a pay phone inside of the establishment is appropriate and will meet no opposition from the Protestants.
- 5.0 The Licensee agrees to refuse to sell products associated with illegal drug activities (pipes, bong, jewelry bags, rolling paper, etc.) and will refuse to sale alcoholic beverages to individuals who are known abusers of drugs and alcohol.

- 6.0. Whereas, commercial sound proofing of the interior walls is desirable, the Protestants will accept the current plans of the Licensee to sound proof walls of the establishment for now. The Licensee agrees to comply with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-725) which stipulates, in part, that ABC licensees shall not produce any sound, noise, or music of such intensity that it may be heard beyond the premises (beyond is reasonably applied).
- 6.1 The Protestants recognize that a reasonable person should not be able to hear sound from the establishment standing on the curb on the south side of H Street, nor in the second stories of north Linden Place after 10:00p.m.
- 6.2 The Licensee agrees to ensure that all entertainment is provided in compliance with ABC regulations. It is understood by the Protestants that sound is fluid and depending on weather and other conditions, it flows differently. The Protestants agree to work together to address any issue that may arise.
- 7.0 It is agreed that should complaints arise from community members concerning noise or other issues, the Licensee shall immediately meet with the Protestants to develop methods to reduce and/or eliminate sounds that have become noise and address any outstanding problems (meetings may take place via the internet or teleconference and is not limited to a person-to-person contact). **
- 8.0 The Licensee agrees that laser light shows or strobes to attract crowds will be prohibited.
- 9.0 The Protestants request that H Street Martini Bar and Lounge agree not to seek a Public Hall license for any reason. The Protestants recognize that CLIFTON D HUMPHRIES SR. is the owner of 1236 H Street, N.E.
- 11.0 The Licensee agrees to control delivery truck traffic and ensure where possible that alleyways and streets are not blocked for any lengthy period.
- 11.1 The Licensee agrees that all boxes are collapsed and secured in a dumpster with lid always closed. Further, H Street Martini Bar and Lounge will make sure that it cleans trash to minimize the attraction of rodents and insects.
- 11.2 The Licensee agrees that all crates and other stackable items are handled appropriately and are never stacked in the alleys.
- 12.0 The Licensee agrees to meet once a year with the Protestants to address community concerns including parking issues.
- 13.0 The Licensee agrees to encourage staff and patrons to be respectful of the residential neighborhoods. To the extent possible, the Licensee will provide some type of notice about parking.
- 13.1 The Licensee agrees as part of a community effort to communicate and work with the Protestants to resolve parking management issues.
- 13.2 When the Licensee employs a valet service the Protestants shall be notified.
- 14.0 The Licensee agrees to maintain contracts with licensed trash haulers both for refuse and for grease removal. H Street Martini Bar and Lounge agrees that trash dumpsters and other containers will be kept closed.

- 14.1 H Street Martini Bar and Lounge agrees that if windows and/or doors are used for ventilation purposes, H Street Martini Bar and Lounge will recognize that the windows and doors shall be closed by 10:00 p.m. on any given night to prevent disturbing the neighborhoods.
- 14.2 The Protestants recognize that the Certificate of Occupancy is 60 (sixty) for 1236 H Street, N.E.
- 15.0 H Street Martini Bar and Lounge agrees that a point of contact for the Protestants and the community should problems arise is at 202.546.6723.
- 15.1 Should an emergency occur, that requires the establishment to close for any period of time (shooting, homicide, major fire or structural collapse) at H Street Martini Bar and Lounge or that is directly related to H Street Martini Bar and Lounge, the Protestants shall be notified within three (3) business days.
- 16.0 The Licensee agrees to respond to Protestants concerns, within Ten (10) business days upon notification, regarding its operation, marketing or advertising.
- 17.0 The Licensee agrees that in the event there is a crowd in front of the establishment, they will not congregate or block the sidewalks, public streets or alleyways. The Licensee agrees to take reasonable steps to remind patrons to be cognizant of the surrounding residential community when exiting the establishment.
- 18.0 The Licensee agrees to use only one entrance on H Street and that the rear exit will always remain unobstructed for safety. The Licensee agrees that the rear entrance will have an audible and well-marked panic bar on it.
- 19.0 The Licensee agrees to maintain a professional facade, with professionally made and installed signage. The Licensee agrees to ensure that signage does not detract from residential property values.
- 20.0 H Street Martini Bar and Lounge agrees to cease sale of alcohol at:

3:00AM on Friday and Saturday (Last Call is agreed at

2:30AM)

2AM on Sunday

2AM on Monday - Thursday

- 21.0 The Licensee indicated on the application to ABRA that dancing would be a limited activity. The Protestants understand that dancing may occur and that the Licensee will probably apply for an Entertainment License. The Protestants do not object provided that a reasonable person would not consider the activity of H Street Martini Bar and Lounge to be a nightclub.
- 21.1 H Street Martini Bar and Lounge agrees to meet with the Protestants within two weeks of a request by the Protestants to review the operations of the establishment, including the establishments hours of operation. If the Protestants demonstrate through calls to the police, or noise, after hours mingling, disturbances to the quality of life of residents consistently in the following areas:
- 14th Street, N.E. (700 blk), 13th Street, N.E. (600 - 700 blk), 12th Street, N.E. (700 blk), H Street, N.E. (1200 - 1400 blk), G Street, N.E. (1200 - 1300 blk), Wiley and Linden Courts (1300 blk) Eye Street, N.E. (1200 blk and alley between H Street), Linden Place, Autozone Parking Lot, including alleys, driveways, etc.

The Protestants shall immediately request under the 10-day notice stipulation of clause #16 to meet with the H Street Martini Bar and Lounge management and review the parking and control policies of the H Street Martini Bar and Lounge.

- 21.2 The Protestants and H Street Martini Bar and Lounge management agree that they shall make every constructive effort to resolve the problem at hand. If after reasonable efforts (not to exceed 3 meetings - maximum effort 30 calendar days to resolve the same type of problem) the protestants shall by majority vote agree that we are not satisfied with the H Street Martini Bar and Lounge solutions to the problem(s), then the Protestants shall seek the change in the weekday and weekend hours by two respectively from the ABC Board.
- 21.3 Communications is not limited to face-to-face discussion, while there may be a need for such a discussion, most often, communications may occur electronically. If there is a need for an in-person discussion the Protestants shall notify the Licensee electronically (e-mail, telephone or fax).
- 22.0 The Protestants and the Applicant agree to enter into this community relationship on good faith and trust of each other. If the conditions and stipulations of this agreement are breached by the Licensee, it is understood by all parties that the Protestants shall immediately petition the ABC Board for a "Show Cause" Hearing on the H Street Martini Bar and Lounge, Class CT license on behalf of the citizens and neighbors, after following other provisions of this Cooperative Agreement.
- 23.0 Should the relationship deteriorate to this point, the Protestants shall adhere to Due Process procedures and notify the Single Member District Commissioner (6A01) and Advisory Neighborhood Commission 6A. The Protestants shall post notice and hold a public community meeting to inform interested parties of the grievances alleged on H Street Martini Bar and Lounge and give H Street Martini Bar and Lounge the opportunity to state its position before the community first before petitioning for a "Show Cause" hearing.
- 24.0 The Licensee acknowledges that the signatories hereto are Protestants in the pending license application before the ABC Board of the District of Columbia.
All of the Protestants live in the immediate area of the establishment and as such pledge to implement the terms of this Cooperative Agreement.
- 25.0 All Parties have read, understood and signed this document. Therefore the Protestants hereby withdraw its protest of H Street Martini Bar and Lounge application for a class CT license (Tavern).
- 26.0 The Parties agree to maintain open dialogue to address mutual concerns and provide constructive remedial actions whenever necessary. If any of the Parties believes in good faith that any signatory has failed to comply with any provision of this Cooperative Agreement, that Party shall notify the other in writing of the concern. Both Parties shall make every effort to resolve any outstanding issues before filing a complaint with the ABC Board.
- 26.1 The Protestants agree to inform the neighborhood of this Cooperative Agreement and agree to enlist community support on the terms and conditions as set forth above.

This Cooperative Agreement shall be executed in 3 (Three) counterparts, each of which shall constitute an original.

Parties to this action are:


Clifton Humphries,
Owner/President
H Street Martini Bar and Lounge


Lisa Greene
Chairman
Linden Neighborhood Association


Susan Vasquez
Member
Linden Neighborhood Association


Cherie Mitchell
Member
Linden Neighborhood Association

Applicant – Clifton Humphries

Protestants – Susan Vasquez, Robert Pittman, Jeri Dennis, Cherie Mitchell, Lisa Greene, and Eddie Curry.

Definitions

* "Curb" is defined as the area at the edge of the sidewalk and tree box space that connects with the public street and alley.

** "Immediately" is defined as within Ten (10) business days (unless stated otherwise) of receipt via U.S. Mail, electronic mail, telephonic or facsimile means from the Protestants.

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)

Humphries Enterprises, LLC)
t/a H Street Martini Bar and Lounge)

Application for a Retailer's Class CT)
License)
at premises)
1236 H Street, N.E.)
Washington, D.C.)

License No.: 72311
Application No.: 60957
Order no.: 2006-260

Joseph Fengler, on behalf of Advisory Neighborhood Commission 6A, and Clifton
Humphries, on behalf of Humphries Enterprises, LLC, Signatories

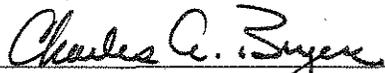
BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member

ORDER ON VOLUNTARY AGREEMENT

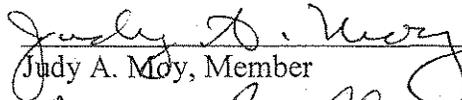
The official records of the Alcoholic Beverage Control Board ("Board") reflect that Joseph Fengler, on behalf of Advisory Neighborhood Commission ("ANC") 6A, and Clifton Humphries, on behalf of Humphries Enterprises, LLC ("Licensee"), have reached a voluntary agreement, dated April 12, 2005, which has been reduced to writing and has been properly executed and filed with the Board. The Board notes that ANC 6A filed this agreement in lieu of filing a written objection to the Licensee's liquor license application. The Board also notes that the Licensee is a party to an existing voluntary agreement, dated June 14, 2005, with a group of five (5) or more individuals. If a conflict exists between the terms of the April 12, 2005 agreement and the June 14, 2005 agreement, the terms more restrictive to the Licensee shall be enforced by the Board. Having determined that the April 12, 2005 agreement complies with all applicable laws and regulations, the Board does hereby, this 1st day of November, **APPROVE** the agreement and **INCORPORATE** the text of the same into this Order. Copies of this Order shall be sent to the Signatories to the agreement.

Humphries Enterprises, LLC
t/a H Street Martini Bar and Lounge
Application No. 60957
License No. 72311
Page two

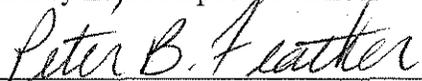
District of Columbia
Alcoholic Beverage Control Board


Charles A. Burger, Chairperson

Vera M. Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, Member


Peter B. Feather, Member

Albert G. Lauber, 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.

ANC 6A Class CT, CR and CN Liquor License Cooperative Agreement

Made this 12th day of April, 2005, by and between

Clifton Humphries
H Street Martini Lounge
1326 H Street
Washington, DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the ANC 6A community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood. This agreement applies to following class of liquor licenses: CT (Tavern), CR (Restaurant) and CN (Nightclub)

The applicant agrees to work regularly with the ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operation of the business establishment.

Further, ANC 6A acknowledges that this Cooperative Agreement shall be presented to all Class CT, CR and CN applicants within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants have agreed that it is in all the parties' best interests to standardize the requirements for the operation of tavern, restaurants and nightclub establishments within the boundaries of ANC 6A. The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses.

Witnesseth

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class CT Liquor License at the subject premises; and,

Whereas, the parties recognize the importance of that commercial districts provide safe, clean and pedestrian friendly environments for the adjacent neighborhoods,

The Parties Agree As Follows:

ANC 6A Class CT, CR and CN Liquor License Cooperative Agreement

1. Public Space Cleanliness and Maintenance. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
 - a. Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (immediately before business hours and once between 5:00 p.m. and 8:00 p.m.).
 - b. Maintaining regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
 - c. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
 - d. Assisting in maintenance of the curb in front of the establishment to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulation in these respects.
 - e. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
 - f. Promptly removing or painting over any graffiti written on the exterior walls of the property.
2. Business Improvement District:
 - a. Applicant and/or landlord will be an active participant in an effort to bring a Business Improvement District (BID) program to the H Street NE corridor.
 - b. Applicant and/or landlord will support and financially contribute to any BID implemented on the H Street NE corridor.
3. Business Operations and Practices:
 - a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as:
 - 1) Any person arrested or cited for alcohol-related offences by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year; and
 - 2) Who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.
 - b. The applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to loud, rowdy, and/or unruly persons.
 - c. The applicant agrees to ensure that no patron brings alcohol into the establishment from outside sources, and at no time exits the establishment with alcoholic beverages.
 - d. The applicant will not provide sell alcoholic beverages "to go."
 - e. Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature.
 - f. The licensed establishment will be managed by the applicant in-person or a board licensed manager.
 - g. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
 - h. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
 - 1) Proper ID required (proof of age 21 minimum to be served and assurances that ID's will be checked at all times prior to serving alcoholic beverages to patrons.
 - 2) Prohibition against selling alcohol to minors.
 - 3) Request to patrons to not litter, loiter, or make excessive noise in the neighborhood as they arrive or depart.

ANC 6A Class CT, CR and CN Liquor License Cooperative Agreement

- 4) Warning: Drinking alcoholic beverages during pregnancy can cause birth defects.
 - 5) Request that customers do not contribute to panhandlers.
 - i. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - 1) Asking loiterers to move on whenever they are observed outside the establishment,
 - 2) Calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on,
 - ~~3) Calling the Metropolitan Police Department if illegal activity is observed,~~
 - 4) Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance.
 - 5) Applicant's log shall be provided to the Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.
 - j. Applicant agrees to not post any alcoholic beverage signage (promotions) in the windows (i.e. signs/posters that identify brand(s) of alcohol.).
 - k. Applicant shall deny support of the installation of pay phones around the establishment (externally).
 - l. To the extent such lighting is not present on the exterior of the establishment, the Applicant will install and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
 - m. Class CT license Applicant will serve both alcoholic beverages and food and keep its food serving facilities open until two (2) hours prior to closing.
4. Music / Dancing / Entertainment:
- a. Applicant agrees to ensure that sounds originating from within the establishment are not heard by residents in the surrounding neighborhood and that adequate sound proofing is installed. As part of the effort to accomplish this, the applicant agrees to not leave doors propped open during business hours. In addition, the applicant agrees to keep the sound system at reasonable levels of volume and bass, and reduce even further these levels when necessary to ensure the peace and quiet of the neighborhood.
 - b. Applicant agrees that all windows will be closed at all times when music is being played within the subject premises, unless the volume of said music is so low, with the windows open, as to not be heard by anyone standing on the sidewalk in front of the premises on H Street NE.
 - c. For Class CT (Tavern) and Class CR (Restaurant) establishments, the Applicant agrees not to use cover charges (a charge at the door which covers the cost of one or more drinks, which are provided to the patron upon entry), or charge for admission (charges to gain entrance to the establishment, without benefit of additional services/product in return for the fee).
 - d. Class CT license Applicant may offer entertainment, but can not offer entertainment that has nude performances. The Applicant can allow dancing for its patrons only. The Applicant can not provide dancing for its employees or any entertainers. The size of the dance floor in a tavern may not exceed one hundred and forty (140) square feet. The H Street Martini Lounge will provide a dance floor on one level only.
5. Cooperation with ANC 6A. The applicant agrees to work with the Single-Member District ANC Commissioner whose boundaries the establishment is located, on resolving issues preventing the applicant from fulfilling its obligations under this cooperative agreement.
6. Modifications. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC6A, if applicant desires to modify the terms of this agreement, the applicant, prior to implementing the change(s), shall receive written agreement from

ANC 6A Class CT, CR and CN Liquor License Cooperative Agreement

ANC6A after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

7. Miscellaneous:

- a. The applicant certifies that it does not owe more than \$100 to the District of Columbia government as the result of any fine, fee or penalty interest or past due tax.
- b. Applicant shall receive, at their request and at no cost, a sign to post within their establishment (provided by the ANC 6A) that outlines the primary points of this agreement
- c. Applicant will operate in compliance with all applicable laws and regulations.

8. Enforcement:

- a. If either party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.
- b. The applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.
- c. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Clifton Humphries Date: 4-12-05

Signature: Clifton Humphries

Advisory Neighborhood Council 6A Representative:

By: Joseph Fengler Date: 4-12-05

Signature: Joseph Fengler

ABC Board-Licensed Manager:

By: _____ Date: _____

Signature: _____