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R/C  
P/L

# 28509

**VOLUNTARY AGREEMENT**

Made this 30<sup>th</sup> day of June 1995, by and between

GAYLA CORP. t/a TRUMPETS  
1633 Q Street, N.W.  
Washington, DC 20009  
("Applicant")

RECEIVED AUG - 2 1995

AND

DUPONT CIRCLE ADVISORY NEIGHBORHOOD COMMISSION 2B  
1900 Massachusetts Ave., N.W.  
Washington, DC 20036  
("Protestant")

AND

DUPONT CIRCLE CITIZENS ASSOCIATION  
P.O. Box 18162  
Washington, DC 20036  
("Protestant")

WHEREAS, the ownership of Applicant has changed as of January 1, 1995; and

WHEREAS, Applicant wishes to apply for extension of its CR license outdoors, as depicted and described on Exhibit A hereto; and

WHEREAS, the premises 1633 Q Street, N.W. are within the jurisdictional boundaries of Protestant Dupont Circle Advisory Neighborhood Commission 2B ("ANC 2B") and the area of concern of Protestant Dupont Circle Citizens Association ("DCCA"); and

WHEREAS, Applicant agrees to enter into this Voluntary Agreement with the Dupont Circle ANC 2B and DCCA for a period co-terminus with the current CR Alcohol Beverage Control Board license; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree that the Voluntary Agreement entered into by Applicant, ANC 2B, and DCCA on March 31, 1994 be amended as follows:

1. Applicant will not permit dancing of any kind on the premises by employees, patrons, or any others present on the premises. Notwithstanding the foregoing, Applicant may have up to six (6) special events during the term hereof which may allow for dancing on a dance floor area not to exceed 10' x 15'.

2. Applicant specifically pledges and guarantees that there will be no nude or semi-nude entertainment (as defined by D.C. regulations) of any kind on the premises, and will not advertise such.

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3. Applicant specifically pledges and guarantees that the closing time of this establishment will be at or before 2:00 a.m. on Sunday through Thursday nights, and at or before 3:00 a.m. Friday and Saturday nights. In addition, the outdoor cafe on public space will close at 11:00 p.m. on Sunday through Thursday nights, and at 12:00 a.m. on Friday and Saturday nights.

4. Applicant specifically pledges and guarantees that there will be signage at the exit of the establishment reminding patrons of the need to restrict noise as the establishment is located in a residential area.

5. Applicant specifically pledges and guarantees that it will only make application for use of any of the public space adjacent to the entrance of its premises for the waiter service of both food and beverage, and will encourage such. Applicant also agrees to close its exterior doors and remove all tables and chairs after the closing of the outdoor space. Applicant shall not permit the consumption of alcohol by its patrons on the stairs leading to the public space or permit the stairs to be used as a waiting area, and will not use a portable bar dispensing alcohol on the public space.

6. Applicant will contract with a pest control company to eliminate rodents from the premises, and specifically will periodically bait the alley to eliminate rodent harborage. To complement these efforts, Applicant will provide for trash pickup six days a week, after 7:00 a.m. and before 7:00 p.m. Applicant will hold all trash in sealed containers indoors until pickup, and will keep trash containers indoors overnight. Applicant will use its best efforts to ensure the area immediately around its outdoor trash containers are clean and free of debris and trash. Applicant will make its best efforts to keep the area in front of its premises clean and free of trash and debris, as required by D.C. law.

Applicant acknowledges that any failure to adhere to the foregoing commitments will constitute grounds for Protestants to petition the D.C. Alcohol Beverage Control Board (the "Board") for revocation of Applicant's ABC license following a Show Cause Hearing pursuant to 23 DCMR 1513.5, or for Protestants to petition the Board to impose any applicable fines for violation of this Voluntary Agreement. Protestants agree to notify Applicant in writing of any alleged violation of this Agreement and shall afford Applicant fourteen (14) calendar days to correct, or begin to correct, the violation, prior to notifying the Board.

This Agreement shall not preclude Protestants for exercising any other rights under the ABC statutes or regulations, nor from challenging Applicant's compliance with any other District of Columbia laws or regulation not covered in this Agreement.

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

Scott Mendel  
for Applicant  
Gayla Corp. t/a Trumpets

6/30/95  
Date

Jonathan Heller  
for Protestant  
Dupont Circle ANC 2B

7/25/95  
Date

Marcia J...  
for Protestant  
Dupont Circle Citizens Association

8/02/95  
Date

Approved  
8/16/00  
# 28509

Voluntary Agreement

Made this 9<sup>th</sup> day of August 2000, by and between  
Club Chaos, 1633 Q Street, NW, Washington, DC 20009 ("Applicant")

And

Dupont Circle Advisory Neighborhood Commission (ANC 2B),  
P.O. Box 33224, Washington, DC 20033

WHEREAS Club Chaos' application for renewal of its Retailer's Class CR license (Applicant No. 28509) is pending before the DC Alcoholic Beverage Control Board; and

WHEREAS Club Chaos and ANC 2B mutually desire to enter into an Agreement setting forth understandings and conditions regarding the Applicant's operation;

NOW THEREFORE, in consideration of the mutual agreement set forth below, the parties agree as follows:

Applicant will provide for trash pickup six days a week, after 7 am and before 7 pm. Applicant will dispose of all trash and garbage in Department of Public Works approved containers that are kept closed and sealed at all times. Applicant will recycle its trash, placing bottles in appropriate containers, compacting boxes, and making its best efforts to keep the area immediately around its outside trash bins clean and free of debris and trash.

Applicant will make its best efforts to eliminate rodents from the premises. Applicant will contract with a pest control company to periodically bait the alley adjacent to its premises to control rodent harborage and work with the Department of Public Works to abate rat infestation.

Applicant will install additional permanent, and prominent, signs at the exit of the establishment reminding patrons of the need to restrict noise, as the establishment is located a residential area.

Applicant will assign at least one individual at the exit at closing time to specifically remind patrons of the need to restrict noise, as the establishment is located in a residential area, and to use best efforts to ensure that conversation groups do not linger on the stairs or sidewalk.

Applicant acknowledges that failure to adhere to these agreements will constitute grounds for ANC 2B to petition the ABC Board for issuance of an order to Show Cause, pursuant to 23 DCMR, to gain Applicant's compliance with the terms of this Agreement. ANC 2B agrees to notify Applicant in writing of any alleged violation of this Agreement, and shall afford Applicant fourteen (14) calendar days to correct or begin to correct the violation, prior to notifying the Board.





**DUPONT CIRCLE  
ADVISORY NEIGHBORHOOD COMMISSION (ANC 2B)**  
Government of the District of Columbia  
P.O. Box 33224  
Washington, D.C. 20033  
Phone: 202-296-7333 E-Mail: ANC2B04@aol.com

*BCA: ABC  
recd. 8/15/00 10:15 AM  
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August 14, 2000

Mr. Roderic Woodson  
Chair, DC Alcoholic Beverage Control Board  
Alcoholic Beverage Control Division  
941 North Capitol Street NE, 7<sup>th</sup> Floor  
Washington, DC 20002

RE: Club Chaos, Application No. 28509,  
1633 Q Street NW, Renewal of Retailer's Class CR License

Dear Mr. Woodson:

At the duly noticed public meeting of the Dupont Circle Advisory Neighborhood Commission (ANC 2B) on August 9, 2000, with quorum present (7 of 7 commissioners), the commission discussed the referenced license renewal.

On a motion made, seconded, and passed unanimously, ANC 2B supports renewal of the CR license for Club Chaos with the attached voluntary agreement. The agreement has the support of the applicant, Mr. James W. Sullivan, and has been signed by the applicant and the commission. We request the ABC Board to incorporate the agreement in the license renewal.

The commission also reviewed the license application renewal and the description of "kind of entertainment" offered by the restaurant. In the license application, entertainment is described as "small music ensembles and taped music." However, for some time, Club Chaos has advertised live comedy shows, drag bingo, and drag shows. These advertisements appear on banners at 1633 Q Street, in newspapers, and on the Club Chaos website.

On a motion made, seconded, and passed unanimously, ANC 2B asks the ABC Board to review the CR license in order to ensure compliance of the application terms and license requirements of "kind of entertainment" offered.

Commissioner Martha Shannon, in whose district the establishment is located, is appointed the ANC representative on this matter. She can be reached by phone at 265-1130.

ON BEHALF OF THE COMMISSION:

Very truly yours,

Kyle Pitsor  
Chair, ANC 2B

Attachment: Voluntary Agreement

Cc: James W. Sullivan

**SINGLE MEMBER DISTRICT COMMISSIONERS AND OFFICERS**

2B01 David King	2B02 Vince Micone Vice Chair	2B03 Martha Shannon	2B04 Don Jackson Secretary	2B05 Meredith DeHart Treasurer	2B06 Marilyn Newton	2B07 Kyle Pitsor Chair
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