

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

In the Matter of:	)	
	)	
Heritage Management Service, LLC	)	
t/a Heritage India/The Zanzibar	)	
	)	
Holder of a	)	License No. ABRA-090050
Retailer's Class CR License	)	Order No. 2014-245
	)	
at premises	)	
1901 Pennsylvania Avenue, N.W.	)	
Washington, D.C. 20006	)	

Heritage Management Service, LLC, t/a Heritage India/The Zanzibar (Licensee)

William F. Stephens, Chairperson, Advisory Neighborhood Commission (ANC) 2B

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Heritage Management Service, LLC, t/a Heritage India/The Zanzibar (Licensee), and ANC 2B have entered into a Settlement Agreement (Agreement), dated May 14, 2014, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson William F. Stephens, on behalf of ANC 2B, are signatories to the Agreement.

Accordingly, it is this 4th day of June, 2014, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

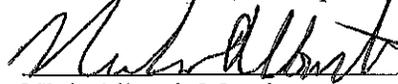
Section 10 (Security Plan) -- This Section shall be modified to read as follows: "Heritage India shall have a Security Plan which complies with all statutory requirements and which has been submitted to the Board for placement in the Licensee's file with the Alcohol Beverage Regulation Administration."

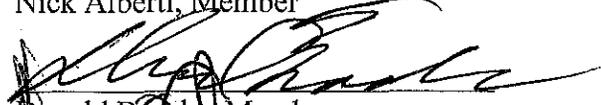
The Parties have agreed to this modification.

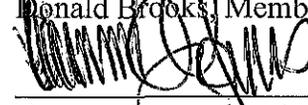
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the Parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 2B.

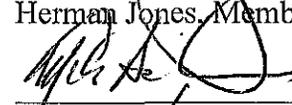
District of Columbia  
Alcoholic Beverage Control Board

  
Ruthanne Miller, Chairperson

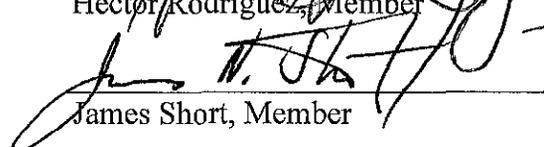
  
Nick Alberti, Member

  
Donald Brooks, Member

  
Herman Jones, Member

  
Mike Silverstein, Member

  
Hector Rodriguez, Member

  
James Short, Member

Pursuant to D.C. Official Code § 25-433, 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, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b).

**SETTLEMENT AGREEMENT CONCERNING A LICENSE FOR THE  
SALE OF ALCOHOLIC BEVERAGES**

**Heritage Management Services, LLC (Heritage India / The Zanzibar)  
ABC License #090050**

THIS AGREEMENT, entered into this 14<sup>th</sup> day of May 2014, between Heritage Management Services, LLC, trading as "Heritage India/The Zanzibar and Advisory Neighborhood Commission 2B (hereinafter "ANC-2B"),

**WITNESSES**

Whereas Heritage India/The Zanzibar, located at 1901 Pennsylvania Avenue, NW, which holds an On-Premise Retailer's Class CR ABC License (#090050) with the District of Columbia Alcoholic Beverage Control Board, has requested an amendment to the "Voluntary Agreement," dated September 12, 2012, which currently exists between "Heritage India" and ANC-2B,

Whereas Heritage India/The Zanzibar has met with ANC-2B's ABRA Policy Committee and has met with ANC-2B to reach a mutual understanding regarding its operations,

Whereas Heritage India/The Zanzibar has agreed to continue taking specified measures to address community concerns,

Whereas the Parties hereto have expressed a desire to REPLACE the existing "Voluntary Agreement, dated September 12, 2012," between Heritage Management Services, LLC and ANC-2B, with this new "Settlement Agreement,"

Whereas Heritage India/The Zanzibar has agreed to enter into this Agreement with ANC-2B with the provisions included herein to be conditions of the ABC license with which Heritage India/The Zanzibar must comply,

Now, it is therefore agreed, that in consideration of the provisions set forth above and the mutual covenants and agreements memorialized herein and hereinafter set forth, the Parties hereby agree as follows:



1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Hours of Operation.** The hours of operation shall be:

	<u>Sunday thru Thursday</u>	<u>Friday and Saturday</u>
Inside	8 a.m. - 2 a.m.	8 a.m. - 3 a.m.
Patio	8 a.m. - 2 a.m.	8 a.m. - 2 a.m.

3. **Hours of Alcohol Sales.** The hours of operation shall be:

	<u>Sunday thru Thursday</u>	<u>Friday and Saturday</u>
Inside	8 a.m. - 2 a.m.	8 a.m. - 3 a.m.
Patio	8 a.m. - 2 a.m.	8 a.m. - 2 a.m.

Heritage India/The Zanzibar shall be permitted to adjust these hours of operation and hours of alcohol sales in accordance with amended limits approved by the DC City Council for Holiday Nights and special events (like inaugurations, world cup competitions, etc.).

4. **Occupant Load.** Seating capacity and standing capacity shall not exceed the limits set forth in the Certificate of Occupancy.
5. **Entertainment, Music, Dancing, and Noise.** Heritage India/The Zanzibar acknowledges familiarity with, and will comply with, the noise control provisions of District of Columbia law and regulations, including the prevention of sound emissions, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. In the event Heritage India/The Zanzibar elects to charge patrons money at the door, Heritage India will ensure that any line which develops will not block the sidewalk, will remain orderly, and will not create objectionable noise.
6. **Doors and Windows.** Doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when individuals are in the act of using a door for ingress or egress from the premises. Heritage India/The Zanzibar will continue to take whatever steps are required to keep music and noise from emanating from the premises.

7. **Binding Effect.** In the event Heritage India/The Zanzibar transfers the business to another owner, this Agreement shall “run with the license” and shall be part of the license of any subsequent purchaser. This Agreement shall be binding upon and enforceable against the successors and assigns of Heritage India/The Zanzibar and any transferee of the License. Heritage India/The Zanzibar shall ensure that all provisions of this Agreement are communicated to any purchaser or operator of the License. Heritage India/The Zanzibar will not take any steps to void the enforceability of this Agreement on a future owner or operator.
8. **Modification.** This Agreement can be modified only by mutual agreement of the parties and with the approval of the ABC Board. If Heritage India/The Zanzibar desires to modify the terms of this agreement, prior to implementing any changes, Heritage India/The Zanzibar shall receive written agreement from ANC-2B after a majority of the commissioners have voted in favor of the changes at a full public meeting.
9. **Promoters.** During operations, events, and activities at Heritage India/The Zanzibar, as holder of an On-premises Retailer’s License, Heritage India/The Zanzibar shall not allow a promoter, anyone hired by, or working for, a promoter, and/or anyone performing the functions of a promoter, to perform, be responsible for, or participate in, any of the functions and/or activities listed below. Conversely, Heritage India/The Zanzibar and its employees **shall be responsible** for the performing the functions and activities listed below and shall be held accountable, and in violation, if a promoter, anyone hired or working or a promoter, and/or anyone performing as a promoter performs or participates in any of the following functions:
- (a) Checking ID’s to ensure that any patron being sold, served, given, or receiving alcohol is 21 years of age or older,
  - (b) Controlling the establishment's modes of ingress and egress,
  - (c) Ensuring that the venue's maximum capacity load is not exceeded,
  - (d) Charging and/or collecting money collected at the door or elsewhere within the establishment for entry into, or participation in, any activity, regardless of whether the money collected at the door is a cover charge, an admission fee, an entry fee, participation fee, or any other type of fee,
  - (e) Providing any and all benefits or privileges to which a patron is entitled in exchange for paying any money at the door or elsewhere within the establishment for entry into, or participation in, any activity,
  - (f) Selling, serving, giving, or providing in any other manner, alcohol to anyone,



- (g) Ensuring that there is a sufficient number of employees from the licensed establishment to maintain the safety and security of patrons, and to ensure compliance with the provisions of the establishment's Security Plan or Public Safety Plan (if the establishment is required to have either of these),
  - (h) Controlling and managing all aspects of operations, events, and activities,
  - (i) Controlling and managing all establishment employees, especially security staff personnel.
10. **Security Plan.** Heritage India shall have a Security Plan, which has been approved and accepted by the Board on file with the Alcoholic Beverage Regulation Administration (ABRA).
11. **Regulations.** In addition to the foregoing, Heritage India will operate in compliance with all applicable laws and regulations, including but not limited to all noise control and noise disturbance ordinances.
12. **Severability.** In the event that any part of this Agreement is found to be invalid, unenforceable, or not binding, the remaining portions shall remain in full force and effect and be fully binding on the parties.
13. **Notice.** Notice under this Agreement shall be in writing, and may be given by mail or by hand delivery. Certified Mail Notices shall be deemed effective as of three days after mailing. Hand delivered notices shall be deemed effective upon delivery. Notices shall be addressed:

If to Heritage India/The Zanzibar:

Mr. Sanjeev Tuli  
Heritage India/The Zanzibar  
Heritage Management Services, LLC  
1901 Pennsylvania Avenue, NW  
Washington DC 20026

With a Copy to:

Skip Coburn  
1526 6<sup>th</sup> Street, NW  
Washington DC 20001



If to ANC-2B:

ANC-2B  
9 Dupont Circle  
Washington DC 20036

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

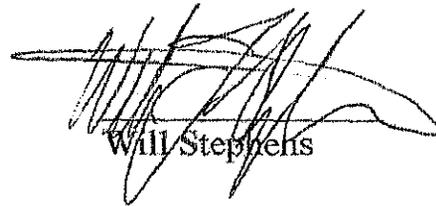
IN WITNESS OF THE ABOVE, the parties have executed this Agreement as of the date and year written in the first paragraph.

Heritage India/The Zanzibar



Sanjeev Tuli

ANC-2B



Will Stephens