

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

In the Matter of: )  
 )  
Washington Hospitality Partner, LLC )  
t/a Sports Club/LA )  
 )  
Application for Renewal of and )  
An Entertainment Endorsement ) License No. 75081  
to its Retailer's Class CR License ) Case No. 50079-07/071P  
at premises ) Order No. 2008-220  
 )  
1170 22nd Street, N.W. )  
Washington, D.C. )  
 )

Washington Hospitality Partner, LLC t/a Sports Club/LA, Applicant

Asher Corson, Chair, Advisory Neighborhood Commission 2A, Protestant

**BEFORE:** Peter B. Feather, Chairperson  
Judy A. Moy, Member  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The Application filed by Washington Hospitality Partner, LLC t/a Sports Club/LA to renew its Retailer's Class CR license and for an Entertainment Endorsement, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on November 14, 2007, in accordance with D.C. Official Code § 25-601 (2001). Advisory Neighborhood Commission (ANC) 2A filed a timely letter of opposition dated May 21, 2007.

The official records of the Board reflect that the Parties have reached a Voluntary Agreement which has been reduced to writing and has been properly executed and filed with the Board. The official records of the Board also reflect that the Parties have submitted an Addendum to Voluntary Agreement to govern the terms and conditions of

**Washington Hospitality Partner, LLC**  
**t/a Sports Club/LA**  
**License No. 75081**  
**Case No. 50079-07/071P**  
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the Entertainment Endorsement. The Addendum to Voluntary Agreement has also been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated March 31, 2008, and the Addendum to Voluntary Agreement, dated May 29, 2008, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Voluntary Agreement and the Addendum to Voluntary Agreement.

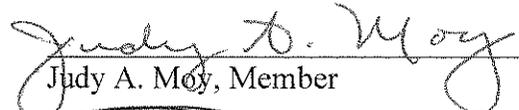
Accordingly, it is this 26th day of June 2008, **ORDERED** that:

1. The protest of ANC 2A is **WITHDRAWN**;
2. The Application filed by Washington Hospitality Partner, LLC t/a Sports Club/LA to renew its Retailer's Class "CR" license and for an Entertainment Endorsement, at 1170 22<sup>nd</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Voluntary Agreement and Addendum to Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and to ANC 2A.

Washington Hospitality Partner, LLC  
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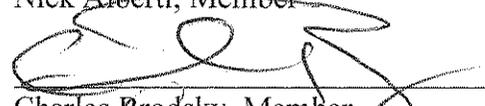
District of Columbia  
Alcoholic Beverage Control Board

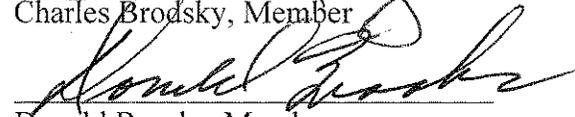
  
Peter B. Feather, Chairperson

  
Judy A. Moy, Member

  
Mital M. Gandhi, Member

Nick Alberti, Member

  
Charles Brodsky, Member

  
Donald Brooks, Member

Herman Jones, 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.

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**VOLUNTARY AGREEMENT** between ANC-2A and Sports Club/LA

This Voluntary Agreement made and entered into this 31<sup>st</sup> day of March, 2008 (the "Agreement") is by and between Washington Hospitality Partners LLC ("Sports Club/LA") and the Foggy Bottom and West End Advisory Neighborhood Commission ("ANC-2A").

**WITNESSETH**

Whereas, Washington Hospitality Partners LLC, doing business as the Sports Club/LA – Washington DC, applied for Renewal (published in the DC Register on June 22, 2007 (54 DCR 006007)) of its Retailer's Class CR 02, License No. 75081, for the premises located at 1170 22<sup>nd</sup> Street, N.W., Washington, DC (ABCB Case No. 50079-07/071P);

Whereas, the Sports Club/LA applied for a Substantial Change (published in the DC Register on September 7, 2007 (54 DCR 008768)) in the hours of operation to its existing Retailer's Class CR 02 License;

Whereas, ANC-2A has raised concerns about expanded hours of operation relating to its effect on peace, order and quiet, and about pedestrian and vehicular safety due to illegal Member and guest parking on the public sidewalk;

Whereas, the parties have discussed the concerns of ANC-2A and have reached an understanding related to the operation of the establishment;

Whereas, the parties hereto desire to enter into this Agreement and request that the Alcoholic Beverage Control Board approve renewal of the License and amend the requested substantial change in hours conditioned upon the Sports Club/LA's compliance with the terms and conditions of this Agreement, and ANC-2A's withdrawal of the protest of the Renewal;

Whereas, the parties jointly respectfully request that the Alcoholic Beverage Control Board give "great weight" to the concerns of ANC-2A and the resolution of those concerns by this Agreement.

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

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Hours of Operation and Sales.** The Sports Club/LA's permissible hours of operation for which alcohol may be served shall be as follows:

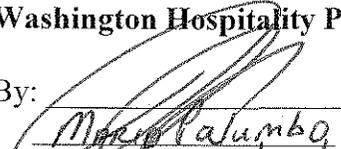
| Day(s) | Hours of Operation   | Hours of Alcohol Service |
|--------|----------------------|--------------------------|
| Sunday | 7 A.M. – 12 midnight | 10 A.M. - 12 midnight    |

|                 |                      |                      |
|-----------------|----------------------|----------------------|
| Monday-Thursday | 5 A.M. – 12 midnight | 8 A.M. - 12 midnight |
| Friday          | 5 A.M. – 1 A.M.      | 8 A.M. - 1 A.M.      |
| Saturday        | 7 A.M. – 1 A.M.      | 8 A.M. - 1 A.M.      |

3. **Publication of No Parking Policy.** The Sports Club/LA will publish one notice to its Members in its Member newsletter asking them not to park illegally on the public sidewalk on 22<sup>nd</sup> Street and asking them to tell their Guests about the Club's no sidewalk parking policy.
4. **Support for No Parking Signage.** The Sports Club/LA will send letters to any applicable DC governmental agency (including, but not limited to, the DC Department of Transportation) in support of the permanent placement of a "No Parking on the Public Sidewalk" sign in the middle of the public sidewalk on 22<sup>nd</sup> Street.
5. **Compliance with ABRA Regulations.** The Sports Club/LA will comply with all applicable District laws and regulations.
6. **Withdrawal of Protest.** ANC-2A withdraws its protest of the Renewal subject to the Board's approval of the submitted Voluntary Agreement.
7. **Binding Effect.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Sports Club/LA.
8. **Modification.** This Agreement may only be modified by the Board, or by mutual agreement of all the parties hereto with the approval of the Board.
9. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any counterpart.

**IN WITNESS WHEREOF**, the parties have executed, or caused this Agreement to be executed as of the date set forth hereinabove.

**Washington Hospitality Partners LLC**

By:   
 Date Signed: 5/28/08

**ANC-2A**

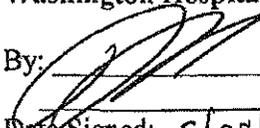
By: \_\_\_\_\_  
 Asher Corson, Chairman  
 Date Signed: \_\_\_\_\_

|                 |                      |                      |
|-----------------|----------------------|----------------------|
| Monday-Thursday | 5 A.M. – 12 midnight | 8 A.M. - 12 midnight |
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3. **Publication of No Parking Policy.** The Sports Club/LA will publish one notice to its Members in its Member newsletter asking them not to park illegally on the public sidewalk on 22<sup>nd</sup> Street and asking them to tell their Guests about the Club's no sidewalk parking policy.
4. **Support for No Parking Signage.** The Sports Club/LA will send letters to any applicable DC governmental agency (including, but not limited to, the DC Department of Transportation) in support of the permanent placement of a "No Parking on the Public Sidewalk" sign in the middle of the public sidewalk on 22<sup>nd</sup> Street.
5. **Compliance with ABRA Regulations.** The Sports Club/LA will comply with all applicable District laws and regulations.
6. **Withdrawal of Protest.** ANC-2A withdraws its protest of the Renewal subject to the Board's approval of the submitted Voluntary Agreement.
7. **Binding Effect.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Sports Club/LA.
8. **Modification.** This Agreement may only be modified by the Board, or by mutual agreement of all the parties hereto with the approval of the Board.
9. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any counterpart.

**IN WITNESS WHEREOF**, the parties have executed, or caused this Agreement to be executed as of the date set forth hereinabove.

**Washington Hospitality Partners LLC**

By: 

Date Signed: 5/28/08

**ANC-2A**

By: 

Asher Corson, Chairman  
Date Signed: 5/29/08

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**ADDENDUM** to VOLUNTARY AGREEMENT between ANC-2A and Sports Club/LA *Zyc*

This Addendum made and entered into this <sup>29<sup>th</sup></sup> day of MAY, 2008 (the "Addendum") on an entertainment endorsement to the 3/31, 2008 Voluntary Agreement is by and between Washington Hospitality Partners LLC ("Sports Club/LA") and the Foggy Bottom and West End Advisory Neighborhood Commission ("ANC-2A").

**WITNESSETH**

Whereas, the Sports Club/LA (Retailer's Class CR 02, License No. 75081 at 1170 22<sup>nd</sup> Street, N.W., Washington, DC) seeks an entertainment endorsement to its license;

Whereas, ANC-2A maintains concerns relating to the entertainment activities' effect on peace, order and quiet, and about pedestrian and vehicular safety due to illegal Member and guest parking on the public sidewalk;

Whereas, the parties hereto desire to enter into this Addendum and request that the Alcoholic Beverage Control Board approve an entertainment endorsement to the License conditioned upon the Sports Club/LA's compliance with the terms and conditions of this Addendum, and ANC-2A's agreement not to protest the forthcoming entertainment endorsement application.

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

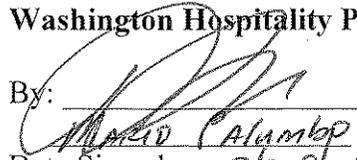
1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Entertainment Endorsements.** The Sports Club/LA will be hosting entertainment events (such as live music, a disc jockey, or dancing) without imposing any cover charges.
3. **Hours of Entertainment.** The hours of entertainment will be identical to the hours of operation and sales in the Voluntary Agreement (see attached).
4. **Frequency of Entertainment Events.** The Sports Club/LA agrees to host entertainment events no more frequently than 99 times a year.
5. **Frequency of "Dancing."** The Sports Club/LA agrees to host entertainment events with dancing no more frequently than one a week.
6. **Location of Entertainment Event.** The Sports Club/LA can host entertainment events not only in its Z Lounge (current capacity 119) but also in its immediately contiguous areas.

7. **Maximum Capacity.** The Sports Club/LA agrees to host entertainment events with seating and standing targeting between 50 and 219 attendees.
8. **Reporting to ANC-2A.** In the first year, the Sports Club/LA will submit semi-annual reports to ANC-2A. The first of these semi-annual reports will be submitted six months from the date of the issuance of the entertainment endorsement, and the second report will be submitted six months after the first report. These reports will detail the date of each entertainment event. In the second and subsequent years, the Sports Club/LA will submit such reports annually (on the anniversary date of renewal).
9. **Parking Validation.** The Sports Club/LA will meaningfully subsidize parking for Member and Guest attendees at the entertainment events.
10. **Communication of Parking Availability for Entertainment Events.** The Sports Club/LA will communicate in writing to its Members and to all contracted entertainment event hosts the availability of parking in the indoor Ritz Carlton garage, and of the location of parking garages in close proximity to the Sports Club/LA. Efforts will be made to include this information in published notices to contracted entertainment event hosts seeking to book use of the designated location for entertainment (see paragraph #6) within the Sports Club/LA.
11. **Binding Effect.** This Addendum shall be binding upon and enforceable against the successors and assigns of the Sports Club/LA.
12. **Modification.** This Addendum may only be modified by the Board, or by mutual agreement of all the parties hereto with the approval of the Board.
13. **Counterparts.** This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any counterpart.

**SIGNATURE PAGE FOLLOWS HEREINAFTER**

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed as of the date set forth hereinabove.

**Washington Hospitality Partners LLC**

By:  \_\_\_\_\_

Date Signed: 5/28/08

**ANC-2A**

By: \_\_\_\_\_

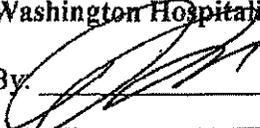
Asher Corson, Chairman

Date Signed: \_\_\_\_\_

Attachment: Voluntary Agreement

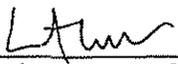
IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed as of the date set forth hereinabove.

Washington Hospitality Partners LLC

By:  \_\_\_\_\_

Date Signed: 5/28/08

ANC-2A

By:  \_\_\_\_\_

Asher Corson, Chairman  
Date Signed: 5/29/08

Attachment: Voluntary Agreement