

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

_____)	
In the Matter of:)	
)	
Adams Morgan Spaghetti Gardens, Inc.)	
t/a Spaghetti Garden Brass Monkey Peyote Roxanne)	
)	Case No. 13-PRO-00121
Application for Renewal of a)	License No. ABRA-010284
Retailer's Class CR License)	Order No. 2013-455
)	
at premises)	
2317-2319 18 th Street, N.W.)	
Washington, D.C. 20009)	
_____)	

Adams Morgan Spaghetti Gardens, Inc., t/a Spaghetti Garden Brass Monkey Peyote Roxanne
(Applicant)

William A. Simpson, Chairperson, on behalf of Advisory Neighborhood Commission
(ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

Ernest Springs, President, Reed-Cooke Neighborhood Association (RCNA)

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS OF KCA AND RCNA**

The Application filed by Adams Morgan Spaghetti Gardens, Inc., t/a Spaghetti Garden Brass Monkey Peyote Roxanne, (Applicant), for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 16, 2013, in accordance with D.C. Official Code § 25-601 (2001).

Adams Morgan Spaghetti Gardens, Inc.
t/a Spaghetti Garden Brass Monkey Peyote Roxanne
Case No. 13-PRO-00121
License No. ABRA-010284
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The official records of the Board reflect that the Applicant and KCA entered into a Settlement Agreement (Agreement), dated April 24, 2008, that governs the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated October 2, 2013, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to include ANC 1C and RCNA as parties.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson William A. Simpson, on behalf of ANC 1C; Denis James, on behalf of KCA; and Ernest Springs, on behalf of RCNA, are signatories to the Agreement.

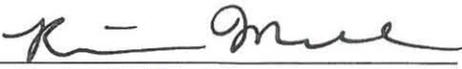
This Amendment constitutes a withdrawal of the Protests filed by KCA and RCNA of this Application.

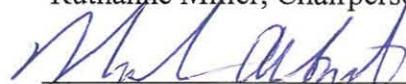
Accordingly, it is this 23rd day of October, 2013, **ORDERED** that:

1. The Application filed by Adams Morgan Spaghetti Gardens, Inc., t/a Spaghetti Garden Brass Monkey Peyote Roxanne, for renewal of its Retailer's Class CR License located at 2317-2319 18th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of the KCA and RCNA in this matter are hereby **WITHDRAWN**;
3. The above-referenced Amendment to Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
4. All terms and conditions of the original Agreement shall remain in full force and effect; and
5. Copies of this Order shall be sent to the Applicant, ANC 1C, KCA, and RCNA.

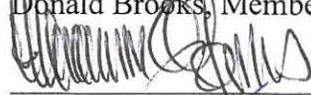
Adams Morgan Spaghetti Gardens, Inc.
t/a Spaghetti Garden Brass Monkey Peyote Roxanne
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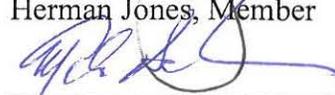
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, 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 14th Street, N.W., Suite 400S, Washington, DC 20009.

**2013 AMENDMENT TO SETTLEMENT AGREEMENT CONCERNING
ISSUANCE OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES**

The settlement agreement of April 24, 2008, between Adams Morgan Spaghetti Gardens, Inc. trading as Spaghetti Garden and Kalorama Citizens Association (hereinafter "KCA"), approved by ABC Board Order Number 2008-0242 on July 31, 2008, is amended this 2nd day of October, 2013 to add Advisory Neighborhood Commission 1C (hereinafter "ANC1C") and the Reed-Cooke Neighborhood Association (hereinafter "RCNA") as parties. Accordingly, the protests filed by ANC1C, KCA, and RCNA with respect to Spaghetti Garden's 2013 application to renew its class CR license #10284 are withdrawn upon ABC Board approval of this amendment in the form of a Board Order.

Adams Morgan Spaghetti Gardens, Inc, t/a Spaghetti Garden

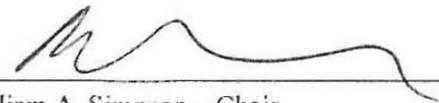


By: Iraj Askarinam

9 22 - 13

Date

Advisory Neighborhood Commission 1C

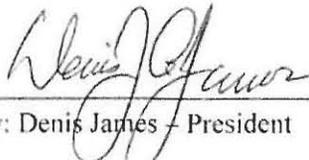


By: William A. Simpson - Chair

OCTOBER 2, 2013

Date

Kalorama Citizens Association

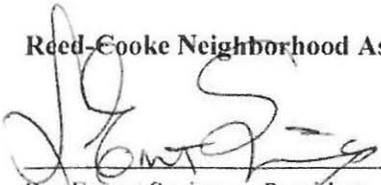


By: Denis James - President

10-2-2013

Date

Reed-Cooke Neighborhood Association



By: Ernest Springs - President

10/07/13

Date

Adams Morgan Spaghetti Garden, Inc.
t/a Spaghetti Garden
License No. 10284
Case No. 32861-08/019P
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The official records of the Board reflect that the Applicant and KCA have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated April 24, 2008, KCA 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.

Accordingly, it is this 31st day of July 2008, **ORDERED** that:

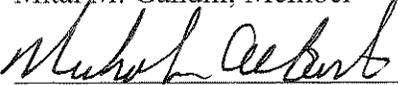
1. The protests of KCA is **WITHDRAWN**;
2. The Application filed by Adams Morgan Spaghetti Garden, Inc. t/a Spaghetti Garden, for an Entertainment Endorsement to its Retailer's Class "CR" License at 2317-19 18th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestants and to the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson

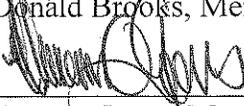

Judy A. Moy, Member

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.

**COOPERATIVE AGREEMENT CONCERNING
SUBSTANTIAL CHANGE OF ABC LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, *first* made and entered into *on the* 17th day of April, 2004, *and amended by the parties this 24th day of April, 2008, is* by and between Adams Morgan Spaghetti Garden, Inc. trading as Spaghetti Garden (the "Applicant"), and Kalorama Citizens Association ("KCA"), *hereinafter, the Applicant and the KCA comprise the "Parties". Amendments made since April 17, 2004 are shown in bold italics.*

Whereas, Applicant has filed an Application (No. 11987) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change of a Class CR-03 License (No.10284) located at 2317-19 18th Street, N.W., Washington DC 20009,

Whereas, in recognition of the Board's policy of encouraging parties to settle their differences by reaching Cooperative Agreements, the Parties hereto desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address the KCA's concerns and to include this Agreement as a formal condition of its Application, and (2) the KCA will agree to the approval of the application provided that such Agreement is incorporated into the Board's order approving such application, which order is thereby conditioned upon compliance with such Agreement,

Whereas, Applicant has recently taken or intends to take certain measures designed to ameliorate the KCA's concerns,

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

The Parties agree that this agreement replaces and nullifies any and all previous agreements between the Parties.

There is a companion agreement that addresses the placement of the "Roxanne" license into safekeeping, signed and dated April 17, 2004.

The License will change from a Class CR-02 to a Class CR-03.

1. Operation

At all times, the Applicant shall operate as a bona-fide restaurant with the primary purpose of food preparation and consumption. The kitchen shall be open and operational with cooked food menu items available at all times when the establishment is open for business.

2. Hours of Operation

INSIDE:

Sunday: 12:00 noon until 2:00 am

Monday through Thursday: 12:00 noon until 2:00 am
Friday and Saturday: 12:00 noon until 3:00 am

SUMMER GARDEN (the outside portion of the rooftop of 2319 18th Street):

Sunday through Thursday: 12:00 noon until 1:00 am. No *further* patrons will be seated after 1:00 am. Patrons seated before 1:00 am may remain to finish those orders placed before 1:00 am.
Friday and Saturday: 12:00 noon until 2:00 am. No *further* patrons will be seated after 2:00 am. Patrons seated before 2:00 am may remain to finish those orders placed before 2:00 am

The doors from the rear, inside portion of the rooftop **Summer Garden** will be kept closed each night of operation, starting at:

11:00 pm, Sunday through Thursday, and 12:00 midnight, Friday and Saturday

SIDEWALK CAFÉ (public space in front of 2317 18th Street):

Sunday through Thursday: 12:00 noon until 11:30 pm No *further* patrons will be seated after 11:30 pm. Patrons seated before 11:30 pm may remain to finish those orders placed *before* 11:30 pm.

Friday and Saturday: 12:00 noon until 1:00 am. No *further* patrons will be seated after 1:00 am. Patrons seated before 1:00 am may remain to finish those orders placed *before* 1:00 am.

Applicant agrees to not operate a Sidewalk Café in front of 2319 18th Street, N.W.

Applicant agrees to operate the Sidewalk Café in front of 2317 18th Street under the following conditions set by the Public Space Committee on 3-27-95:

- a.) Applicant will obtain and keep current the required Certificate of Use.
- b.) The rental period for the Sidewalk Café will be from April 1 through October 30, each year.
- c.) All furniture, railing and equipment will be removed from public space between November 1 and March 30, each year.
- d.) The Sidewalk Café will be laid out in accordance with the approved drawing and will provide six (6) feet of clear passageway between the tree box and the Sidewalk Café railing.
- e.) The use of public space for the Sidewalk Cafe will comply with all applicable provisions of Chapters 2 and 3 of 24DCMR.

Further, Applicant agrees to remove the wood decking and operate the sidewalk café on the concrete sidewalk.

Last call will be announced 35 minutes before closing and all sales of alcohol will end 25 minutes before closing, each night of operation.

3. Occupancy

Capacity will not exceed:

2317 18th Street: Spaghetti Garden/Brass Monkey: Seating, Tables, Chairs and Bars:

First Floor: 50

Second Floor: 50

Total, 2317 18th Street 100

2319 18th Street: Roxanne/Peyote: Seating, Tables Chairs and Bars:

First Floor (Basement) 46

Second & Third Floors
(Combined) 91

Total, 2319 18th Street 137

Total Restaurant Occupancy of Combined Business Operations and Premises: 237

Sidewalk Café on Public Space in front of Spaghetti Garden, 2317 18th Street: 10

4. Noise/Music/Dancing

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

a) Preventing emissions of sound, 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 the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control regulations, as amended.

b) The 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 persons are in the act of using the door for ingress to or egress from the premises.

c) Music from inside will not be audible at surrounding residential housing areas.

d) There will be no cover charge.

e) *The area in the rear of the first floor of the Spaghetti Garden space at 2317 18th Street between the seating area and the area described below in g) where live musicians may perform shall be designated as the dance floor. The ending hours of the designated dance floor shall be 1:30 a.m. on Thursday, 2:30 a.m. on Friday and Saturday, and 3:30 a.m. on New Year's Eve.*

f) Karaoke performances are permitted in the Basement of Roxanne/Peyote, 2319 18th Street.

g) A trio of acoustic instrument musicians (no amplification) may perform at the rear of the first floor of 2317 18th Street, N.W. (The Spaghetti Garden Space). While live music performances take place, all front doors and windows will be closed.

h) The Licensee shall maintain fixed furniture, such as dining booths, along the north wall of the ground floor of the premises. Furniture shall not be moved on the 2nd floor of either 2317 or 2319 18th Street after the dining hour to accommodate dancing.

i) Advertising of dancing. Licensee shall not advertise or otherwise market the premises to the general public for dancing. Nothing herein shall preclude Licensee from marketing the availability of dancing in connection with special events, closed to the public, such as birthday parties, office parties, fund-raisers and receptions, or for New Year's Eve.

j) DJ performances may take place at the establishment on Thursday until 1:30 a.m., Fridays & Saturdays until 2:30 a.m. and until 3:30 a.m. on New Year's Eve. This does not preclude the playing of pre-recorded and background music. Nothing herein shall preclude the Licensee from having a DJ or dancing in connection with a special event, closed to the public, such as birthday and office parties, weddings, and fundraiser receptions.

k) The Licensee shall keep a log or other written record of special events involving a DJ or dancing.

5. Trash/Garbage/Rodents

- a) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains 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. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.
- b) Applicant agrees to segregate bottles and recycle bottles, cans and cardboard in accordance with DC law from trash and agrees not to dispose of the recycling and refuse in the outside trash dumpsters or recycling containers between the hours of 11:00 pm and 8:00 am.

6. Exterior, Including Public Space

- a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.
- b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

7. Miscellaneous

- a) Applicant agrees not to place outside in the public space Sidewalk Café or the Summer Garden any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space Sidewalk Cafe or the Summer Garden
- b) Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner-manager is not present and managing the business.
- c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

8. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events.

9. Consideration

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:30 pm to 7:00 am.

10. Modification

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board.

11. Regulations

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude the KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

12. Availability of Voluntary Agreement

Applicant agrees to keep available at all times a copy of this Agreement at his establishment and to familiarize all his employees with its conditions.

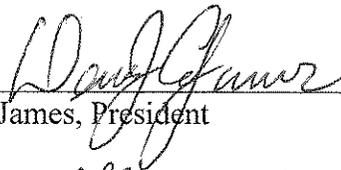
For Applicant Adams Morgan Spaghetti

Garden, Inc.:

By: 
Iraj Askarinam

Date: 4, 29, 08

For Kalorama Citizens Association

By: 
Denis James, President

Date: APRIL 24, 2008

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

In the Matter of:)

Adam's Morgan Spaghetti Garden, Inc.)
t/a Spaghetti Garden)

Application for a Retailer's Class)
CR License – substantial change)
at premises)
2317 18th Street, NW)
Washington, D.C.)

Case No. 11987-04/052P
2004-59

Alan J. Roth, Chairperson, on behalf of Advisory Neighborhood Commission 1C,
Protestant

Matt Forman, President, on behalf of Kalorama Citizens Association, Protestant

Andrew J. Kline, Esquire, on behalf of Applicant

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

**ORDER ON WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

The request to expand the licensed premise into the adjoining premises located at 2317-19 18th Street, NW, first, second and third floors, was protested. The matter came before the Board on January 7, 2004, in accordance with D.C. Official Code § 25-601 (2000 Edition). Alan J. Roth, Chairperson, on behalf of Advisory Neighborhood Commission 1C, and Matt Forman, President, on behalf of Kalorama Citizens Association, filed timely protest letters.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated April 17, 2004, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Adam's Morgan Spaghetti Garden, Inc.
t/a Spaghetti Garden
Case No. 11987-04/052P
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Accordingly, it is this 21st day of July 2004, **ORDERED**
that:

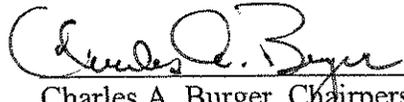
1. The opposition of Alan J. Roth, Chairperson, on behalf of Advisory Neighborhood Commission 1C, and Matt Forman, President, on behalf of Kalorama Citizens Association is **WITHDRAWN**;

2. The request to expand the licensed premises into the adjoining premises located at 2317-19 18th Street, N.W., first, second and third floors, has been **GRANTED** to Adams Morgan Spaghetti Garden, Inc. t/a Spaghetti Garden, holder of a Retailer's Class CR License (substantial change) at 2317 18th Street, NW, Washington, D.C.;

3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and

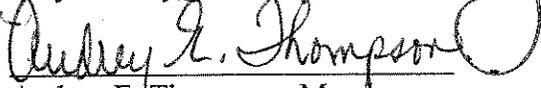
4. Copies of this Order shall be sent to the Protestants and the Applicant.

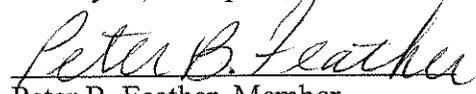
District of Columbia
Alcoholic Beverage Control Board


Charles A. Burger, Chairperson


Vera Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, Member


Peter B. Feather, Member

**COOPERATIVE AGREEMENT CONCERNING
SUBSTANTIAL CHANGE OF ABC LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES**



AGREEMENT, made and entered into this 17th day of April, 2004, by and between Adams Morgan Spaghetti Garden, Inc. trading as Spaghetti Garden (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C (hereinafter "ANC-1C") and Kalorama Citizens Association (hereinafter the "KCA"), hereinafter, the "Parties".

Whereas, Applicant has filed an Application (No. 11987) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change of a Class CR License (No.10284) located at 2317-19 18th Street, N.W., Washington DC 20009,

Whereas, in recognition of the Board's policy of encouraging parties to settle their differences by reaching Cooperative Agreements, the Parties hereto desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC-1C's and the KCA's concerns and to include this Agreement as a formal condition of its Application, and (2) ANC-1C and the KCA will agree to the approval of the application provided that such Agreement is incorporated into the Board's order approving such application, which order is thereby conditioned upon compliance with such Agreement,

Whereas, Applicant has recently taken or intends to take certain measures designed to ameliorate ANC-1C's and the KCA's concerns,

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

The Parties agree that this agreement replaces and nullifies any and all previous agreements between the Parties.

There is a companion agreement that addresses the placement of the "Roxanne" license into safekeeping, signed and dated the same day as this agreement.

The License will change from a Class CR-02 to a Class CR-03.

1. Operation

At all times, the Applicant shall operate as a bona-fide restaurant with the primary purpose of food preparation and consumption. The kitchen shall be open and operational with cooked food menu items available at all times when the establishment is open for business.

2. Hours of Operation

INSIDE:

Sunday: 12:00 noon until 2:00 am
Monday through Thursday: 12:00 noon until 2:00 am
Friday and Saturday: 12:00 noon until 3:00 am

SUMMER GARDEN (the outside portion of the rooftop of 2319 18th Street):

Sunday through Thursday: 12:00 noon until 1:00 am. No *further* patrons will be seated after 1:00 am. Patrons seated before 1:00 am may remain to finish those orders placed *before* 1:00 am
Friday and Saturday: 12:00 noon until 2:00 am. No *further* patrons will be seated after 2:00 am. Patrons seated before 2:00 am may remain to finish those orders placed *before* 2:00 am.

The doors from the rear, inside portion of the rooftop **Summer Garden** will be kept closed each night of operation, starting at:

11:00 pm, Sunday through Thursday, and 12:00 midnight, Friday and Saturday

SIDEWALK CAFÉ (public space in front of 2317 18th Street):

Sunday through Thursday: 12:00 noon until 11:30 pm. No *further* patrons will be seated after 11:30 pm. Patrons seated before 11:30 pm may remain to finish those orders placed *before* 11:30 pm

Friday and Saturday: 12:00 noon until 1:00 am. No *further* patrons will be seated after 1:00 am. Patrons seated before 1:00 am may remain to finish those orders placed *before* 1:00 am

Applicant agrees to not operate a Sidewalk Café in front of 2319 18th Street, N.W.

Applicant agrees to operate the Sidewalk Café in front of 2317 18th Street under the following conditions set by the Public Space Committee on 3-27-95:

- a.) Applicant will obtain and keep current the required Certificate of Use.
- b.) The rental period for the Sidewalk Café will be from April 1 through October 30, each year.
- c.) All furniture, railing and equipment will be removed from public space between November 1 and March 30, each year.
- d.) The Sidewalk Café will be laid out in accordance with the approved drawing and will provide six (6) feet of clear passageway between the tree box and the Sidewalk Café railing.
- e.) The use of public space for the Sidewalk Cafe will comply with all applicable provisions of Chapters 2 and 3 of 24DCMR.

Further, Applicant agrees to remove the wood decking and operate the sidewalk café on the concrete sidewalk.

Last call will be announced 35 minutes before closing and all sales of alcohol will end 25 minutes before closing, each night of operation.

3. Occupancy

Capacity will not exceed:

2317 18th Street: Spaghetti Garden/Brass Monkey: Seating, Tables, Chairs and Bars:

First Floor:	50
Second Floor:	50
Total, 2317 18th Street	100

2319 18th Street: Roxanne/Peyote: Seating, Tables Chairs and Bars:

First Floor (Basement)	46
Second & Third Floors (Combined)	91
Total, 2319 18th Street	137

Total Restaurant Occupancy of Combined Business Operations and Premises:	237
Sidewalk Café on Public Space in front of Spaghetti Garden, 2317 18 th Street:	10

4. Noise/Music/Dancing

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

- a) Preventing emissions of sound, 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 the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control regulations, as amended.
- b) The 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 persons are in the act of using the door for ingress to or egress from the premises.
- c) Music from inside will not be audible at surrounding residential housing areas.
- d) There will be no cover charge.
- e) There will be no designated dance area.
- f) Karaoke performances are permitted in the Basement of Roxanne/Peyote, 2319 18th Street.
- g) A trio of acoustic instrument musicians (no amplification) may perform at the rear of the first floor of 2317 18th Street, N.W. (The Spaghetti Garden Space). While live music performances take place, all front doors and windows will be closed.

5. Trash/Garbage/Rodents

- a) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains 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. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.
- b) Applicant agrees to segregate bottles (and recycle bottles, cans and cardboard in accordance with DC Law from trash and agrees not to dispose of the recycling and refuse in the outside trash dumpsters or recycling containers between the hours of 11:00 pm and 8:00 am.

6. Exterior, Including Public Space

- a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.
- b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters. Applicant agrees to provide ANC-1C with a copy of the contract to remove same from the establishment.

7. Miscellaneous

- a) Applicant agrees not to place outside in the public space Sidewalk Café or the Summer Garden any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space Sidewalk Cafe or the Summer Garden
- b) Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner-manager is not present and managing the business.
- c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

8. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events.

9. Consideration

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:30 pm to 7:00 am.

10. Modification

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. If Applicant desires to modify the terms of this agreement, then prior to implementing the changes, Applicant shall receive written agreement from ANC-1C after a majority of Commissioners shall have voted in favor of the changes at a full public meeting, a quorum being present.

11. Regulations

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude the ANC or the KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

12. Availability of Voluntary Agreement

Applicant agrees to keep available at all times a copy of this Agreement at his establishment and to familiarize all his employees with its conditions.

Applicant: 9 29 04
By: [Signature]
Iraj Askarinam
Date: _____

Advisory Neighborhood Commission 1C:
By: [Signature]
Alan J. Roth, Chairman
Date: APRIL 21, 2004

For Kalorama Citizens Association
By: [Signature]
Denis I. E. James, Executive Vice President
& ABC licensing Committee Chairman
Date: APRIL 17, 2004