

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

In the Matter of:)	
)	
Last Laugh, LLC)	
t/a High Dive)	
)	
Applicant for Substantial Change)	Case No. 15-PRO-00068
(Sidewalk Café))	License No. ABRA-097821
to a Retailer's Class CT License)	Order No. 2015-541
)	
at premises)	
2337 18th Street, N.W.)	
Washington, D.C. 20009)	

Last Laugh, LLC, t/a High Dive (Applicant)

Ted Guthrie, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, on behalf of A Group of Three Individuals

Denis James, President, Kalorama Citizens Association (KCA)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

**ORDER ON FIRST AMENDMENT TO SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Last Laugh, LLC, t/a High Dive, for a Substantial Change to include a Sidewalk Café to its Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 14, 2015, and Protest Status Hearing on October 21, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that a previous holder of a license for the premises, ANC 1C, and KCA entered into two (2) separate Settlement Agreements dated

October 6, 2004 and November 3, 2004 (Agreements), and the Agreements were approved by the Board on February 14, 2005. *See* Board Order No. 2005-41. The Applicant, as the current holder of the ABC-license, is required to comply with the terms of the Agreements, dated October 6, 2004 and November 3, 2004, that govern the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Settlement Agreement (Amendment), signed on November 5, 2015, in accordance with D.C. Official Code § 25-446 (2001).

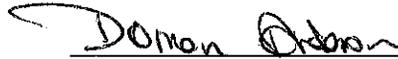
The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Ted Guthrie, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Amendment.

This Amendment constitutes a withdrawal of the Protests filed by ANC 1C and the Group of Three Individuals.

Accordingly, it is this 18th day of November, 2015, **ORDERED** that:

1. The Application filed by Last Laugh, LLC, t/a High Dive, for a Substantial Change to include a Sidewalk Café to its Retailer's Class CT License, located at 2337 18th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1C and the Group of Three Individuals in this matter are hereby **DISMISSED**;
3. The above-referenced First Amendment to Settlement Agreement, signed on November 5, 2015, 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 Agreements, not amended by the Amendment, shall remain in full force and effect; and
5. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

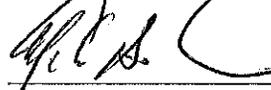
District of Columbia
Alcoholic Beverage Control Board



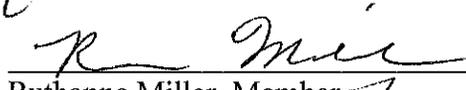
Donovan Anderson, Chairperson



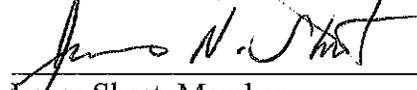
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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.

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, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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) (2004).

FIRST AMENDMENT TO SETTLEMENT AGREEMENTS

Whereas, Last Laugh, LLC, t/a High Dive, 2337 18th Street, N.W. is holder of CT-01, Retailer's Class "C" Tavern License Number ABRA-097821, and is the successor business to Pharmacy Bar at that same address, for which the ABC license number was 25613.

Whereas, both Advisory Neighborhood Commission 1C and the Kalorama Citizens Association are party to separate Settlement Agreements approved by the Board in Board Order Number 2005-41.

The parties now wish to amend those agreements in the following manner:

SIDEWALK CAFÉ

Applicant may operate a sidewalk café in front of the premises during the following hours:

Sunday – Thursday: 11:00 am – 12:00 midnight

Friday and Saturday: 11:00 am – 2:00 am

There shall be no entertainment on the sidewalk café.

Patrons at the sidewalk café will be offered menus of the establishment's offerings upon being seated.

ENTERTAINMENT

Applicant agrees that it will not advertise or promote the establishment as a venue for dancing, and will not construct a dance floor or otherwise set aside any portion of the establishment for dancing.

Applicant agrees that any live music that is offered will include no more than three unamplified instruments. Vocal performances that occur with unamplified instruments may be amplified.

There shall be no cover charges associated with entertainment at the establishment.

Entertainment at the establishment shall conclude ½ hour before closure each night of operation.

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

In the Matter of:

Biznich, Inc.

t/a The Pharmacy Bar

Application for a Retailer's Class CR

License – substantial change

at premises

2337 18th Street, N.W.

Washington, D.C.

Application no.: 60754-04/070P

Order no.: 2005-41

Biznich, Inc., Applicant

Alan Roth, Chairman, on behalf of Advisory Neighborhood Commission 1C, and Matt Forman, on behalf of the Kalorama Citizens Association, Protestants

BEFORE: Charles A. Burger, Chairperson

Vera M. Abbott, Member

Judy 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 substantial change application for a change of license class from a Retailer's Class "CR" License to a Retailer's Class "CT" License, having been protested, came before the Board on July 21, 2004 and September 15, 2004, in accordance with D.C. Official Code § 25-601 (2001). Alan Roth, Chairman, on behalf of Advisory Neighborhood Commission ("ANC") 1C, and Matt Forman, on behalf of the Kalorama Citizens Association, filed timely opposition by letters on June 25, 2004 and July 6, 2004. On July 21, 2004, the Board noted that the Reed-Cooke Neighborhood Association did not file a timely protest pursuant to D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Protestants and the Applicant have reached two (2) separate agreements that have been reduced to writing and have been properly executed and filed with the Board. Pursuant to the agreements, dated October 6, 2004 and November 3, 2004, the Protestants have agreed to withdraw their

Biznich, Inc.
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Case no. 60754-04/070P
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protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the conditions listed. The following conditions, as agreed to by the Protestants and the Applicant, are approved by the Board as part of the final agreement:

1. Operation

Applicant agrees to maintain a kitchen and kitchen staff for the daily preparation and service of prepared food menu items other than snack food, such as, but not limited to: appetizers, soups, salads, sandwiches, etc. For purposes of this section, "snack food" is defined as items such as: potato chips, peanuts, pretzels, etc.

Applicant agrees to offer food service during all hours of operation. Applicant may offer a reduced late-night menu after midnight each day of operation until closing. Applicant further agrees to continue to promote food sales at the establishment through the use of a sandwich board featuring food items, with no drink specials, and menu displays at tables.

Applicant agrees to not seek a license class change to a CN or DN.

Applicant agrees to not seek expansion to the upper floors at 2337 18th Street, or into other adjoining buildings.

Applicant agrees to maintain seating, consisting of tables, chairs, and bar-stools, in or about the same proportion as exists as of the date of this Cooperative Agreement.

Applicant agrees that there will be no cover charge.

Applicant agrees to abide by all sections of D.C. laws and regulations with regard to "Taverns".

2. Hours of Operation

Sunday through Thursday:	11:00 a.m. until 2:00 a.m.
Friday and Saturday:	11:00 a.m. until 3:00 a.m.

Last call will be announced ½ hour prior to closing, each night of operation.

Biznich, Inc.
t/a The Pharmacy Bar
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3. Seating

Currently, the Applicant's inside capacity is fifteen (15). It is understood that the Applicant intends to increase its Certificate of Occupancy for the first floor. But in no event shall the capacity exceed fifty (50) persons.

4. Noise/Music/Dancing

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of D.C. laws 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 all relevant D.C. laws and regulations, as amended. The Applicant agrees to abide by all Alcoholic Beverage Control laws and regulations, as amended.
- b) The doors and windows of the premises will be kept closed during business hours when music is being played, or when 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) Applicant agrees to not place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects loud sound into the public spaces.

5. Trash/Garbage/Rodent Control

Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash area remains clean. Applicant shall deposit trash and garbage only in a rodent-proof dumpster and shall see that dumpster covers fit properly and remain fully closed except when trash and garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

Applicant agrees to segregate and recycle bottles, cardboard and cans apart from trash as required by D.C. law, and agrees not to dispose of bottles and cans in the outside trash dumpsters or recycling containers between the hours of 11:00 p.m. and 8:00 a.m.

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t/a The Pharmacy Bar
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6. Exterior, Including Public Space

Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least eighteen (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 or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly during closing.

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 containers. Applicant agrees to provide the Protestants with a copy of the contract to remove grease/fatty oils from the establishment.

7. Items Specific to Establishment

Applicant agrees to operate the establishment under the terms of its license and will not rent out or otherwise make available the establishment to third parties for events where the owner/manager is not present and managing the business.

Applicant agrees not to place or cause to be placed any fliers, handbills, or other similar advertisement in the public space, specifically on trees, lampposts, street signs or any vehicle parked in a 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 patrons and employees leaving the establishment to keep conversations and noise to a minimum from 11:00 p.m. to 7:00 a.m.

Biznich, Inc.
t/a The Pharmacy Bar
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10. Modification

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

12. Withdrawal of Protest

Protestants agree to the Substantial Change of the license and the withdrawal of their protests, *provided* that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid application, which order is thereby conditioned upon compliance with such Cooperative Agreement.

Accordingly, it is this 14th day of February 2005, **ORDERED** that:

1. The protests of Alan Roth, Chairman, on behalf of ANC 1C, and Matt Forman, on behalf of the Kalorama Citizens Association, are **WITHDRAWN**;

2. The substantial change application of Biznich, Inc., t/a The Pharmacy Bar, for a change of license class from a Retailer's Class "CR" License to a Retailer's Class "CT" License at 2337 18th Street, N.W., Washington, D.C., is **GRANTED**;

3. The above-referenced final agreement, 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

Charles A. Burger, Chairperson

Vera M. Abbott

Vera M. Abbott, Member

not voting

Judy Moy, Member

Audrey E. Thompson

Audrey E. Thompson, Member

Peter B. Feather

Peter B. Feather, Member

not voting

Albert G. Lauber, Member

not voting

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

AGREEMENT, made and entered into this 3rd day of November, 2004, by and between the following Parties: Biznich, Inc. T/A Pharmacy Bar (hereinafter the "Applicant") and the Kalorama Citizens Association (hereinafter the "KCA").

Whereas, Applicant has filed an Application (No. 60754) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for a change in license Class from CR-01 (restaurant) to CT-01 (Tavern) of ABC license No. 25613, located at 2337 18th Street, NW Washington, DC 20009.

Whereas, this is a matter of concern to the KCA due to the absence of a clear or statutory requirement for a "Tavern" to serve any measurable amount of food,

Whereas, Applicant wishes to seek expansion of the occupancy total of the first floor of 2337 18th Street, NW,

Whereas, the KCA agrees to the future Substantial Change of the license to allow for the above-referenced changes in the operation of the establishment, after the placarding period and ABC Board approvals,

Upon approval by the ABC Board, this Agreement shall replace and render null and void the previous agreement between the KCA and the Applicant, dated May 4, 1998.

Now, Therefore, the KCA agrees to the proposed change in License Class from CR-01 to CT-01, provided the Applicant abides by the following conditions:

1. Operation:

a.) Applicant agrees to maintain a kitchen and kitchen staff for the daily preparation and service of prepared food menu items other than snack food*, such as, but not limited to: appetizers, soups, salads and sandwiches, etc. As of the date of this agreement, Applicant's menu includes 21 such items. Applicant agrees to continue to feature a menu containing a substantial number of items, similar to the current menu, which is attached to this agreement as Addendum 1.

*For the purposes of this section, "snack food" is defined as such items as: potato chips, peanuts, pretzels.

b.) Applicant agrees to offer food service during all hours of operation. Applicant may offer a reduced late-night menu after midnight each day of operation until closing. Applicant further agrees to continue to promote food sales at the establishment through use of a sandwich board featuring food items, with no drink specials, and menu displays at tables.

c.) Applicant agrees to not seek license class change to CN or DN.

- d.) Applicant agrees to not seek expansion to the upper floors at 2337 18th Street, or into other adjoining buildings.
- e.) Applicant agrees to maintain seating, in tables, chairs, and bar-stools in or about the same proportion as exists as of the date of this agreement.
- f.) Applicant agrees that there will be no cover charge.
- g.) Applicant agrees to abide by all sections of D.C. law and regulation with regard to "Taverns".

2. Hours. The hours of operation shall be:

Sunday through Thursday: 11:00 am until 2:00 am
 Friday and Saturday: 11:00 am until 3:00 am

Last call will be announced ½ hour prior to closing, each night of operation.

2. Seating.

Previously, the capacity of the first floor dining room and bar in tables, chairs and bar-stools was: 15 persons. Upon approval by the Board after completion of the placarding for Substantial Change and with ABC Board approval, the Capacity will not exceed:

First floor dining room and bar in tables, chairs and bar-stools: 50 persons, or the number of persons allowed by DCRA on a Certificate of Occupancy for the First Floor only, **whichever number is smaller.**

Total as shown on DCRA-issued Certificate of Occupancy for the First Floor level at 2337 18th Street, NW, is: _____. To be filled in and initialed by the Parties upon issuance of new (if any) Certificate of Occupancy.

Accepted by: Applicant ____ Date ___, KCA ____ Date _____.

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including:

- 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.) Applicant agrees to not place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects loud sound into the public space.

4. Trash/garbage/rodent control.

- 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 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. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.
- b.) Applicant agrees to segregate and recycle bottles, cardboard and cans apart from trash as required by DC law, and agrees not to dispose of bottles and cans in the outside trash dumpsters or recycling containers between the hours of 11:00 pm and 8:00 am.

5. 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.
- b.) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.
- c.) 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.

6. Items specific to establishment:

- a.) 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.
- b.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

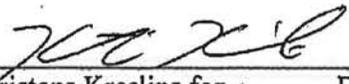
7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events.

8. 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 to a minimum from 11:00 PM to 7:00 AM.

9. 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.

10. 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.

11. Withdrawal of Protest. The KCA agrees to the Substantial Change of the license and the withdrawal of its protest, *provided* that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid Application, which order is thereby conditioned upon compliance with such Cooperative Agreement.



Kristaps Kreslins for - Date
Biznich Inc. T/A Pharmacy Bar



For KCA Date
Denis James
Executive Vice President

**Cooperative Agreement Concerning
Change of License from CR to CT for Sale of Alcoholic Beverages**

OFFICE OF THE DISTRICT OF COLUMBIA
BEVERAGE ADMINISTRATION

2004 OCT 13 A 10:04

Whereas, Biznich, Inc, trading as *The Pharmacy Bar* has filed an application with the ABC board to change its license from a CR (restaurant) to a CT (Tavern),

Whereas, the establishment falls within the boundaries of ANC 1C,

Whereas, this is a matter of concern for ANC 1C due to the absence of a clear or statutory requirement for a "Tavern" to serve any measurable amount of food,

Now, Therefore Be it Resolved that ANC 1C agrees to the proposed change in License Class from C/R to C/T, provided the Applicant, The Pharmacy Bar, 2337 18th St. NW, Washington, (application #60754) abides by the following conditions:

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

1. Hours. The hours of operation shall be:

INSIDE

Monday	11am-2am
Tuesday	11am-2am
Wednesday	11am-2am
Thursday	11am-2am
Friday	11am-3am
Saturday	11am-3am
Sunday	11am-2am

Last call will be announced ½ hour prior to closing, each night of operation.

2. Seating. Interior seating capacity: Seating will not exceed the seating capacity as specified in the Certificate of Occupancy or as DC law allows.

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including:

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 to all Alcohol 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 audible at surrounding residential housing areas.

d) Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects loud sound into the public space.

4. 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 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. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

(b) Applicant agrees to segregate and recycle bottles and glass refuse apart from trash and agrees not to dispose of the bottles and glass refuse in the outside trash dumpsters or recycling containers during the hours of 11:00pm and 8:00am.

5. 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 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 with a copy of the contract to remove same from the establishment.

6. Items specific to establishment:

- (a) 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.
- (b) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

8. 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 11:00 PM to 7:00 AM.

9. 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 changes at a full public meeting, a quorum being present.

10. 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 from filing an objection to any request by the applicant to the Board of Zoning Adjustment.

11. Withdrawal of Protest. Applicant agrees to the change of the license and the withdrawal of its protest *provided* that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid Application, which order is thereby conditioned upon compliance with such Cooperative Agreement. Applicant agrees to maintain a kitchen and kitchen staff for the preparation and service of "Soups, Salads and Sandwiches." (For the purposes of this agreement, "Soups, Salads and Sandwiches" are defined as/but not limited to such items as

Clubs, Reubens, etc.) and to offer a menu of food selections other than snack food items, for consumption by patrons daily. (For the purpose of this agreement, "snack food items" are defined as such items as potato chips, peanuts, pretzels, etc.) Applicant agrees to abide to all sections of D.C. law and regulation with regard to "Taverns." Applicant agrees to maintain the interior seating, in tables, chairs, and bar-stools in or about the same proportion as exists as of the date of this agreement.

Krispas Kreslins 10/6/04
Krispas Kreslins, Biznich Inc

Benjamin J. Jewell 10/6/04
Advisory Neighborhood Commission 1C