

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

<hr/>	)	
<b>In the Matter of:</b>	)	
Eclipse Restaurant and Nightclub, Inc.	)	
t/a Eclipse Restaurant and Nightclub	)	
	)	
Holder of a	)	License No. 75424
Retailer's Class CN License –	)	Order No. 2008-265
at premises	)	
2820 Bladensburg Road, N.W.	)	
Washington, D.C.	)	
<hr/>	)	

Eclipse Restaurant and Nightclub, Inc. t/a Eclipse Restaurant and Nightclub, Licensee.

Janae Grant, Commissioner, Advisory Neighborhood Commission 5A11, Robert King, Commissioner, Advisory Neighborhood Commission 5A12, and Frances S. Penn, President, South Central Civic Association.

**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 FIRST AMENDMENT TO VOLUNTARY AGREEMENT**

The Licensee and South Central Civic Association (SCCA) (collectively, the Parties) entered into a Voluntary Agreement (Agreement) dated February 27, 2001 setting forth the terms and conditions by which the Licensee would operate its establishment. This matter comes now before the Alcoholic Beverage Control Board (Board) to consider the Parties' First Amendment to Voluntary Agreement (First Amendment) in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the original Agreement and that both the Licensee and SCCA are signatories to the First Amendment. Janae Grant and Robert King, on behalf of Advisory Neighborhood Commission (ANC) 5A are also signatories to the amended Agreement. The First Amendment has been reduced to writing and has been properly executed and filed with the Board. All terms and conditions of the original Agreement not amended by the First Amendment shall remain in full force and effect.

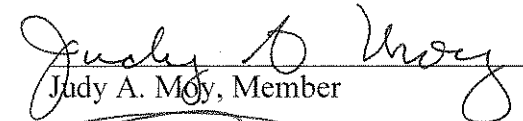
**Eclipse Restaurant and Nightclub, Inc.  
t/a Eclipse Restaurant and Nightclub  
License No. 75424  
Page Two**

Accordingly, it is this 1st day of October 2008, **ORDERED** that:

1. The First Amendment to Voluntary Agreement by and between Eclipse Restaurant and Nightclub, Inc. t/a Eclipse Restaurant and Nightclub, 2820 Bladensburg Road, N.E., Washington, D.C., ANC 5A and SCCA to the existing February 27, 2001 Agreement is **APPROVED**;
2. The above-referenced First Amendment is **INCORPORATED** as part of the existing Agreement and this Order; and
3. Copies of this Order shall be sent to the Parties.

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.

**ECLIPSE RESTAURANT &  
NIGHTCLUB, INC.**

**2820 Bladensburg Road, N. E.  
Washington, D. C. 20018**

(202) 526-3533

August 25, 2008

Mr. Peter Feather, Chairperson  
Alcohol Beverage Regulation Administration  
941 North Capitol Street NE  
Room 7200  
Washington, D. C. 20002

RECEIVED BY  
2008 AUG 27 P 11:10  
DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION

Dear Mr. Feather:

Eclipse Restaurant & Nightclub, Inc. and South Central Community Association are requesting approval of an amendment to the current Voluntary Agreement with South Central Community Association to increase the hours of operation of the Eclipse Restaurant & Nightclub to better serve our customers and the surrounding community. In our original application to ABRA, Eclipse Restaurant & Nightclub, Inc. honored and incorporated the Voluntary Agreement between Solar Eclipse, Inc. (previous owner) and South Central Civic Association.(2001) into our license.

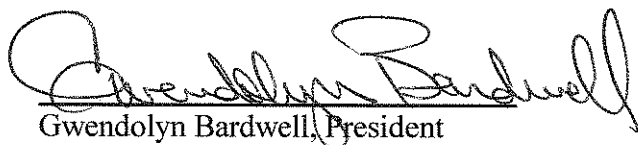
In my meetings with community leaders and the ANC's, they have identified a need for additional restaurant services and for socialization/leisure activities for Seniors during earlier hours of the day. Eclipse has the capability and the interest in working closely with the community as needed to provide such services as breakfast/brunches, luncheons, dancing, entertainment (DJ/live), games, etc.

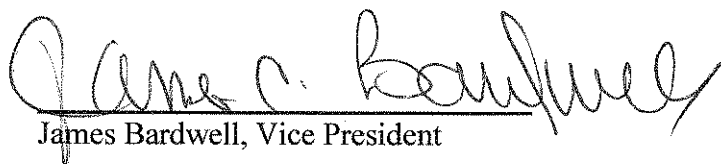
Therefore, in conjunction with SMD 5A11; 5A12; Commissioner Bob King and the Department of Parks and Recreation, the Eclipse is requesting a change in business hours as follows:

Hours of Operation	Hours of Alcohol Beverage Sales
Sunday 8am-3am	11am-2am
Monday 8am-3am	11am-2am
Tuesday 8am-3am	11am-2am
Wed. 8am-3am	11am-2am
Thurs. 8am-3am	11am-2am
Friday 8am-3am	11am-2am
Saturday 8am-3am	11am-2am

Thank you for your thoughtful consideration.

Sincerely,

  
Gwendolyn Bardwell, President

  
James Bardwell, Vice President

cc: Michael Fonseca, Attorney

Enclosures:  
Original Voluntary Agreement  
ANC letters



**ADVISORY NEIGHBORHOOD COMMISSION 5A**

SLOWE SCHOOL DEMOUNTABLE

1322 Irving Street NE Washington, DC 20017

Phone: (202) 635-6563 • Fax: (202) 635-6565 • Email: anc5Adc@aol.com

**OFFICERS**

Angel Alston  
*Chairperson*

Mary Baird Currie  
*Vice Chairperson*

Sandra Washington  
*Treasurer*

Janae Grant  
*Recording Secretary*

Timothy Thomas  
*Correspondence Secretary*

Robert (Bob) King  
*Parliamentarian*

**COMMISSIONERS**

- 5A01 Sandra (Sandij) Washington
- 5A02 Patricia Roberts
- 5A03 Angel Austin
- 5A04 Cynthia Reid
- 5A05 Necola Shaw
- 5A06 Mary M. Baird-Currie
- 5A07 Don Padou
- 5A08 Timothy (Tim) Thomas
- 5A09 Shirley Rivens Smith
- 5A10 Jhaz Phifer
- 5A11 Janae Grant
- 5A12 Robert (Bob) King

To: Alcoholic Beverage Control Board

From: Janae Grant – Commissioner 5A11

CC: Commission 5A

Date: August 21, 2008

RE: Change of Hours for Eclipse Nightclub & Restaurant, amend VA

Dear: Mr. Peter Feather - Chairperson

Greetings to the ABC Board, on behalf of Single Member District 5A11. It was just a couple of months ago that I submitted favorable praise on the renewal license for the applicant, Eclipse Nightclub & Restaurant as owned by Mr. & Mrs. James & Gwendolyn Bardwell located at 2820 Bladensburg Road, NE. Consequently, due to the successful initiatives that were held this summer by the Department of Parks & Recreation, Senior Services Division, many have solicited the Eclipse to consider hosting similar events for the Seniors in addition to the ongoing Senior specific events the Eclipse hosts, annually. However, similar to the luncheons and cruises DPR Senior Services Division held in the earlier part of the day, the Eclipse would need to be granted permission to operate earlier in the day, in order to provide the Seniors' this option.

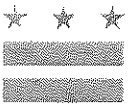
Duly, this summer, our Commission 5A met in July to discuss the positioning of Voluntary Agreements within Ward 5. I am pleased to say that the Eclipse has maintained their Voluntary Agreement with the communities affecting South Central, Fort Lincoln, and Woodridge and haven't sought to excuse themselves from upholding the community as a priority; instead they are willing to do more, and can do so provided their hours are amended. Commission 5A was made aware of the interests that would benefit the Seniors, beyond the winter parties and there was no opposition posed in working with the Eclipse to move forward. Specifically, SMD 5A11 and 5A12 with Commissioner Robert King, whose areas are directly affected, are in agreement with supporting the amended hours for the Eclipse to operate to host different kinds of Senior luncheons, brunches and repasts. Likewise, the Seniors that live in Fort Lincoln benefit and appreciate the close proximity in which to go to gatherings at the Eclipse.

As I stated in my renewal letter regarding the approval of the Eclipse, they are sensitive to the community and seek to continue to work with the community. It is my hope in making this appeal to the ABC Board that you would kindly amend their hours to allow them the proper feasibility and flexibility to host the different types of events, which not only benefit the Seniors, but the greater community. Lastly, I and the community welcome the change and hope nothing but the best for future endeavors at the Eclipse. The Commission and SMD 5A11 ask that you support this amendment to their Voluntary Agreement and we look forward to continuing our relationship with the Eclipse Restaurant & Nightclub.

Thank you kindly,  
*Janae Grant*  
 Janae Grant



*Bob King*  
 Robert King



# ADVISORY NEIGHBORHOOD COMMISSION 5A

SLOWE SCHOOL DEMOUNTABLE

1322 Irving Street NE Washington, DC 20017

Phone: (202) 635-6563 • Fax: (202) 635-6565 • Email: anc5Adc@aol.com

## OFFICERS

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- 5A10 Jhaz Phifer
- 5A11 Janae Grant
- 5A12 Robert (Bob) King

To: Alcoholic Beverage Control Board

From: Janae Grant – Commissioner 5A11

CC: Commission 5A

Date: August 21, 2008

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Thank you kindly,  
*Janae Grant*  
 Janae Grant  
 Commissioner 5A11

*Frances S. King*  
 President  
 South Central  
 08-22-08

*Bob King*  
 Robert King  
 Commissioner 5A12

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Solar Eclipse, Inc.  
t/a Solar Eclipse  
Application for a Retailer's  
License Class "CX" - renewal  
at premises  
2820 Bladensburg Road, N.E.  
Washington, D.C.

)  
)  
)  
) Case No. 30909-94063P  
)  
)  
)  
)  
)  
)

Thomas Randolph, Protestant

Larry D. Beasley, President, on behalf of the Applicant

BEFORE: MARY EVA CANDON, ESQUIRE, Chairperson  
JAMES C. JEFFERSON, Member  
JAMES L. O'DEA, III, ESQUIRE, Member  
BARBARA L. SMITH, ESQUIRE, Member

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on May 18, 1994, and was continued until September 7, 1994 and October 5, 1994 in accordance with D.C. Code Section 25-115 (c)(5)(1992 Supp.), providing for remonstrants to be heard. Thomas Randolph filed a timely protest by petition dated April 29, 1994.

The official records of the Board reflect that parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.<sup>1/</sup> Pursuant to the Agreement, the Protestant has agreed to withdraw his protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.


Accordingly, it is this \_\_\_\_\_ day of \_\_\_\_\_ 1994,  
ORDERED that:


<sup>1/</sup> See Agreement dated September 21, 1994.

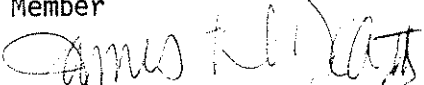
Solar Eclipse, Inc.  
t/a Solar Eclipse  
Page two

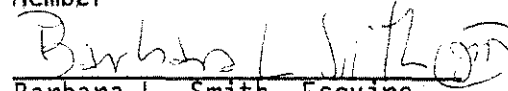
1. The protest of Thomas Randolph be, and the same hereby, is WITHDRAWN;
2. The above-referenced Agreement between the parties be, and the same hereby, is INCORPORATED as part of this Order;
3. The application of Solar Eclipse, Inc. t/a Solar Eclipse for a retailer's license class CX - renewal at premises 2820 Bladensburg Road, N.E., be, and the same hereby, is GRANTED; and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

  
Mary Eva Candon, Esquire  
Chairman

  
James C. Jefferson,  
Member

  
James L. O'Dea, III, Esquire  
Member

  
Barbara L. Smith, Esquire  
Member



VOLUNTARY AGREEMENT  
BETWEEN  
MR. JOHNIE HOLLIS, ET. AL  
AND  
SOLAR ECLIPSE, INC.

RECEIVED MAR - 7 1995

THIS AGREEMENT, ENTERED INTO BY AND BETWEEN SOLAR ECLIPSE, INC./ECLIPSE AND MR. JOHNIE HOLLIS, ET. AL ASSOCIATION BECOMES EFFECTIVE UPON ITS SIGNING BY THE INDICATED PARTIES, AND REMAINS IN EFFECT UNTIL FURTHER NOTICE.

THE PURPOSE OF THE AGREEMENT IS TO ENSURE THAT SOLAR ECLIPSE, INC./ECLIPSE (hereinafter "ECLIPSE") CONTINUES TO EXHAUST EVERY EFFORT TO ENSURE THAT THE PEACE, ORDER AND QUIET OF THE NEIGHBORHOOD IS MINIMALLY IMPACTED BY THE PATRONAGE OF ITS MEMBERS AND GUESTS DURING ITS HOURS OF OPERATION.

ECLIPSE AGREES TO TAKE THE FOLLOWING ACTIONS TOWARD CONTINUED EFFORTS TO DIMINISH THE IMPACT OF PARKING IN THE COMMUNITY:

1. ECLIPSE WILL MAKE EVERY EFFORT TO FILL THE SEVENTEEN (17) PARKING SPACES IN THE REAR OF THE BUILDING DURING THEIR HOURS OF OPERATION. TOWARD ACCOMPLISHING THIS EFFORT, ECLIPSE WILL (A) TRIM TREES THAT ARE COVERING THE TWO SPOT LIGHTS ON EACH SIDE OF THE REAR OF THE BUILDING; (B) INCREASE LIGHTING BY INSTALLING AN ADDITIONAL FLOOD LIGHT IN THE CENTER OF THE BUILDING AT THE REAR; (C) NUMBER PARKING SPACES AND REQUIRE STAFF TO PARK IN THE REAR AND ASSIGN SPACES TO REGULAR ATTENDING MEMBERS TO ENCOURAGE THEM TO PARK IN THE REAR; (D) AND INSTALL TWO (2) SIGNS IN THE REAR (ONE WILL BE ON THE BUILDING UNDER THE FLOOD LIGHT, THE OTHER WILL BE AT THE ENTRANCE TO THE PARKING LOT) TO READ "ECLIPSE PARKING".
2. ECLIPSE WILL PLACE A LARGE SIGN AT THE ENTRANCE OF ECLIPSE ENCOURAGING ITS MEMBERS AND GUESTS TO REFRAIN FROM PARKING ON YOST PLACE, NE. 30TH STREET, AND CENTRAL AVENUE. THE SIGN WILL ALSO REQUEST THAT LOUD NOISES BE KEPT TO A MINIMUM WHEN RETURNING TO THEIR VEHICLES UPON DEPARTURE, AND ADVISE THAT THERE IS PARKING IN THE REAR OF THE BUILDING.
3. ECLIPSE WILL PREPARE A FLYER THAT WILL BE A PART OF THEIR REGULAR MAILING TO MEMBERS. THE FLYER WILL REMIND MEMBERS TO REFRAIN FROM PARKING ON YOST PLACE, 30TH STREET, AND CENTRAL AVENUE WHEN PATRONIZING THE CLUB, AND ADVISE THAT THERE IS PARKING IN THE REAR OF THE BUILDING.
4. THE ECLIPSE DISC JOCKEYS WILL BE REQUIRED TO REGULARLY MAKE ANNOUNCEMENTS REMINDING MEMBERS AND GUESTS TO KEEP LOUD NOISES TO A MINIMUM UPON DEPARTURE FROM THE CLUB.

5. ECLIPSE WILL REGULARLY DISTRIBUTE FLYERS TO MEMBERS AND GUESTS UPON THEIR ARRIVAL, AND PLACE ON THE INVITATIONS THAT MEMBERS HAVE MADE FOR THEIR SPECIAL FUNCTIONS, THE REQUEST THAT THEY NOT PARK ON YOST PLACE, NE AND THAT NOISES BE KEPT TO A MINIMUM UPON DEPARTURE FROM THE CLUB.
6. ECLIPSE WILL MAKE FREQUENT ANNOUNCEMENTS REQUESTING MEMBERS AND GUESTS TO REFRAIN FROM PARKING ON THE WEST SIDE OF 30TH STREET, N.E. FROM YOST PLACE TO CENTRAL AVENUE, N.E. TO ALLOW RESIDENTS THE COURTESY OF PARKING AT THEIR RESIDENCE. ADDITIONALLY, ECLIPSE WILL ENCOURAGE PATRONS TO KEEP FREE OF PARKING ON THE SOUTH SIDE OF YOST PLACE FROM 30TH ST., TO DEAD END, SO THAT A HANDICAPPED RESIDENT IS ASSURED PARKING AT RESIDENT LOCATION (CORNER YOST & 30TH WEST BOUND).

THE CONDITIONS OF THIS AGREEMENT SHALL BECOME A PART OF THE LICENSE PERMIT FOR THE DURATION OF THE LICENSE VALID DATE, AND SHALL BE MONITORED ON A REGULAR BASIS BY MR. JOHNIE HOLLIS, ET. AL. SHOULD MAJOR INFRACTIONS BE OBSERVED, ECLIPSE WILL BE GIVEN WRITTEN NOTICE OF SAME, WITH A TIMEFRAME OF THIRTY DAYS FROM THE DATE OF RECEIPT OF SAID NOTICE TO CAUSE CORRECTIVE ACTIONS. MAJOR INFRACTIONS ARE LISTED AS OVERCROWDED, OVERFLOW, MISUSE OF AREA, SANITATION & CLEAN-UP, INCREASED NOISE LEVEL, FAILURE TO KEEP GUESTS INFORMED. SHOULD ECLIPSE FAIL TO COMPLY WITH THE CONDITIONS OF THIS AGREEMENT, THEY UNDERSTAND THAT MR. JOHNIE HOLLIS, ET. AL WILL REINSTITUTE ITS PROTEST AGAINST THEIR CONTINUED OPERATIONS WITHIN THE COMMUNITY.

AT THE TIME OF RENEWAL OF CN LICENSE ~~06/14/95~~

DULY AGREED TO:

*Johnie Hollis*  
MR. JOHNIE HOLLIS

*Rafaely*  
SOLAR ECLIPSE, INC.

DATE: 06 Nov 1995

DATE: 3-6-95

961108003

Re 11/27/96  
# 30909

VOLUNTARY AGREEMENT  
BETWEEN  
THE SOUTH CENTRAL CIVIC ASSOCIATION, ET.AL  
AND  
SOLAR ECLIPSE, INC.

Nov 8 1 11 PM '96  
RECEIVED  
ALCOHOLIC BEVERAGE  
DIVISION

THIS AGREEMENT, ENTERED INTO BY AND BETWEEN SOLAR ECLIPSE, INC./ECLIPSE AND THE SOUTH CENTRAL CIVIC ASSOCIATION, BECOMES EFFECTIVE UPON ITS SIGNING BY THE INDICATED PARTIES, AND REMAINS IN EFFECT UNTIL FURTHER NOTICE.

THE PURPOSE OF THE AGREEMENT IS TO ENSURE THAT SOLAR ECLIPSE, INC./ECLIPSE (hereinafter "ECLIPSE") CONTINUES TO EXHAUST EVERY EFFORT TO ENSURE THAT THE PEACE, ORDER AND QUIET OF THE NEIGHBORHOOD IS MINIMALLY IMPACTED BY THE PATRONAGE OF ITS MEMBERS AND GUESTS DURING ITS HOURS OF OPERATION.

ECLIPSE AGREES TO TAKE THE FOLLOWING ACTIONS TOWARD CONTINUED EFFORTS TO DIMINISH THE IMPACT OF PARKING IN THE COMMUNITY:

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3. ECLIPSE WILL PREPARE A FLYER THAT WILL BE A PART OF THEIR REGULAR MAILING TO MEMBERS. THE FLYER WILL REMIND MEMBERS TO REFRAIN FROM PARKING ON YOST PLACE, 30TH STREET, AND CENTRAL AVENUE WHEN PATRONIZING THE CLUB, AND ADVISE THAT THERE IS PARKING IN THE REAR OF THE BUILDING.
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- 5. ECLIPSE WILL REGULARLY DISTRIBUTE FLYERS TO MEMBERS AND GUESTS UPON THEIR ARRIVAL, AND PLACE ON THE INVITATIONS THAT MEMBERS HAVE MADE FOR THEIR SPECIAL FUNCTIONS, THE REQUEST THAT THEY NOT PARK ON YOST PLACE, NE AND THAT NOISES BE KEPT TO A MINIMUM UPON DEPARTURE FROM THE CLUB.
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- 7. SOLAR ECLIPSE WILL PROVIDE FLYERS\NOTICE FOR EVENTS OCCURRING PRIOR TO 9:00PM ON SATURDAYS, AND EVENTS OCCURRING PRIOR TO 6:00PM ON SUNDAYS. THESE NOTICES WILL BE PROVIDED TO MISS BARBARA TAYLOR, AT 3013 YOST PL., NE, AT LEAST ONE WEEK IN ADVANCE OF THE SCHEDULED EVENT, OR AS SOON AS SOLAR ECLIPSE BECOMES AWARE SHOULD THE ONE WEEK NOTICE NOT BE POSSIBLE.

THE CONDITIONS OF THIS AGREEMENT SHALL BECOME A PART OF THE LICENSE PERMIT FOR THE DURATION OF THE LICENSE VALID DATE, AND SHALL BE MONITORED ON A REGULAR BASIS BY THE SOUTH CENTRAL ASSOCIATION. SHOULD MAJOR INFRACTIONS BE OBSERVED, ECLIPSE WILL BE GIVEN WRITTEN NOTICE OF SAME, WITH A TIMEFRAME OF THIRTY DAYS FROM THE DATE OF RECEIPT OF SAID NOTICE TO CAUSE CORRECTIVE ACTIONS. MAJOR INFRACTIONS ARE LISTED AS OVERCROWDED, OVERFLOW, MISUSE OF AREA, SANITATION & CLEAN-UP, INCREASED NOISE LEVEL, FAILURE TO KEEP GUESTS INFORMED. SHOULD ECLIPSE FAIL TO COMPLY WITH THE CONDITIONS OF THIS AGREEMENT, THEY UNDERSTAND THAT THE SOUTH CENTRAL CIVIC ASSOCIATION WILL REQUEST THE ALCOHOLIC BEVERAGE CONTROL BOARD TO INITIATE A SHOW CAUSE PROCEEDING FOR BREACH OF ANY PROVISIONS.

DULY AGREED TO:

*Thomas Randolph*  
 MR. THOMAS RANDOLPH, PRESIDENT  
 SOUTH CENTRAL CIVIC ASSOCIATION

*Harry Beasley*  
 HARRY BEASLEY, PRESIDENT  
 SOLAR ECLIPSE, INC.

DATE: 11-7-96

DATE: 11/7/96

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

In the Matter of:	)	
Solar Eclipse, Inc.	)	
t/a Solar Eclipse	)	
Application for a retailer's	)	Application No. 30909
license class CN - renewal	)	
at premises	)	
2820 Bladensburg Road, N.E.	)	
Washington, D.C.	)	

Thomas Randolph, President, on behalf of South Central Civic Association

Larry Bessley, President, on behalf of Applicant

**BEFORE:** BARBARA L. SMITH, ESQUIRE, Chairperson;  
 DENNIS BASS, Member  
 MARY EVA CANDON, ESQUIRE, Member  
 JAMES C. JEFFERSON, MEMBER  
 LAVERNE KING, Member  
 JAMES L. O'DEA, III, ESQUIRE, Member  
 DUANE WANG, Member


**ORDER**

This matter came before the Board for approval on November 27, 1996. The signatories to the attached voluntary agreement, dated November 7, 1996, submitted the Agreement to the Board in accordance with Section 1513 of the ABC Regulations (35 D.C. Reg. 5065, June 24, 1988).

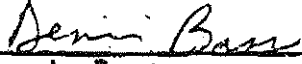
The Board, having determined that the Agreement complies with all applicable laws and regulations and that the Applicant otherwise qualifies for licensure, does hereby this 19th day of February 1997, APPROVES the license application conditioned on the Applicant's compliance with the terms of the voluntary agreement and INCORPORATES the text of the same into this Order.

Solar Eclipse, Inc.  
t/a Solar Eclipse  
Page two

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

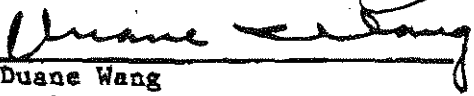
  
Barbara L. Smith, Esquire  
Chairperson

Mary Eva Candon, Esquire  
Member

  
Dennis Bass  
Member

James C. Jefferson  
Member

  
Laverne King  
Member

  
Duane Wang  
Member

James L. O'Dea, III, Esquire  
Member

**VOLUNTARY AGREEMENT  
BETWEEN  
THE SOUTH CENTRAL COMMUNITY ASSOCIATION, ET. AL  
AND  
SOLAR ECLIPSE, INC.**

This **AGREEMENT**, entered into by and between **SOLAR ECLIPSE, INC/ECLIPSE** and the **SOUTH CENTRAL COMMUNITY ASSOCIATION**, becomes effective upon its signing by the indicated parties, and becomes part of the permanent record of the Alcohol Beverage Control License application.

The purpose of the **AGREEMENT** is to ensure that **SOUTH CENTRAL COMMUNITY ASSOCIATION** and **SOLAR ECLIPSE, INC.** continues to exhaust every effort to ensure that the peace, order and quite of the neighborhood is minimally impacted by the patronage of **SOLAR ECLIPSE** members and guests during the hours that **ECLIPSE**, located at 2820 Bladensburg Rd., NE, is open for operation.

**SOLAR ECLIPSE** agrees to take the following actions toward continued efforts to achieve the spirit of this **AGREEMENT**.

2001 MAR 6 AM 11 23

**A. PARKING**

1. Stripe the seventeen parking spaces in the rear of the building.
2. Encourage patrons to utilize the seventeen parking spaces in the rear of the building.
3. Encourage patrons to abide by the parking regulations on Yost Place, 30th Street, Central Avenue, Bladensburg Road, and Franklin Street, NE.

**B. SIGNAGE & LIGHTING**

1. Place large sign at entrance and exit of **ECLIPSE**, reminding patrons to keep noise level to minimum upon exiting.
2. Install two (2) parking signs in rear of **ECLIPSE**, one on the building under the flood light and the second at the entrance of the parking light, each to read "Eclipse Parking".
3. Maintain increased lighting in rear parking lot of **ECLIPSE**.

**C. ANNOUNCEMENTS AND NOTICES**


1. **SOLAR ECLIPSE** will provide flyers/notice for events occurring prior to 9:00 pm on Saturdays and events occurring prior to 6:00pm on Sundays.
2. The notices referenced in No. 1 will be provided to the President of the South Central Civic Association (currently Mr. Thomas Randolph, 3017 Yost Place, NE) at least one week in advance of the scheduled event, or as soon as **SOLAR ECLIPSE** becomes aware should the one week notice not be possible.

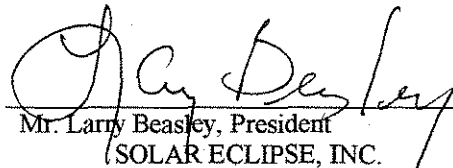
**D. TRASH**

**SOLAR ECLIPSE** agrees to clean up areas surrounding **ECLIPSE** on Bladensburg Road, Central Avenue, Franklin Street, Yost Place and 30<sup>th</sup> Street, NE. on a regular basis.

The conditions of this **AGREEMENT** shall become a permanent part of the license application. It shall be monitored on a regular basis by the **SOUTH CENTRAL COMMUNITY ASSOCIATION**. Should major infractions be observed, **SOLAR ECLIPSE** will be given written notice, with a time frame of fourteen (14) days from date of receipt of said notice to cause corrective actions. Major infractions are listed as overcrowded, overflow, misuse of area, sanitation and clean-up, increased noise level, and failure to keep members and guest informed. Should **SOLAR ECLIPSE** fail to comply with the conditions of this **AGREEMENT**, they understand that the **SOUTH CENTRAL COMMUNITY ASSOCIATION** will request the ABC Board to initiate a show cause proceeding for breach thereof.

**DULY AGREED TO:**

  
Mr. Thomas Randolph, President  
SOUTH CENTRAL COMMUNITY ASSOC.

  
Mr. Larry Beasley, President  
SOLAR ECLIPSE, INC.

Date: 2-27-01

Date: 2-27-01



*RA: HSB*  
*Rec'd 9/2/94*  
*J+K*

**VOLUNTARY AGREEMENT  
BETWEEN  
SOUTH CENTRAL CIVIC ASSOCIATION  
AND  
SOLAR ECLIPSE, INC.**

This AGREEMENT, entered into by and between SOLAR ECLIPSE, INC./ECLIPSE (hereinafter "ECLIPSE") and SOUTH CENTRAL CIVIC ASSOCIATION becomes effective upon its signing by the indicated parties.

The purpose of the Agreement is to ensure that ECLIPSE continues to exhaust every effort to ensure that the peace, order and quiet of the neighborhood is minimally impacted by the patronage of its members and guests during its hours of operation.

The D. C. Department of Public Works has installed "No Parking" signs on the 3000 block of the north side of Yost Place, N.E., in an effort to ensure access for emergency vehicles and to decrease the number of cars parking on this street during the hours that ECLIPSE is open for business. The Management of ECLIPSE, in cooperation with SOUTH CENTRAL CIVIC ASSOCIATION has initiated action to have residential parking designated in the community. However, it was determined that this matter would not be pursued at this time.

ECLIPSE agrees to take the following actions toward continued efforts to diminish the impact of parking in the community:

1. ECLIPSE will make every effort to fill the seventeen (17) parking spaces in the rear of the building during their hours of operation. Toward accomplishing this effort, ECLIPSE will (a) trim trees that are covering the two spot lights on each side of the rear of the building; (b) increase lighting by installing an additional flood light in the center of the building at the rear; (c) number parking spaces and require staff to park in the rear and assign spaces to regular attending members to encourage them to park in the rear; (d) and install two (2) signs in the rear (one will be on the building under the flood light, the other will be at the entrance to the parking lot) to read "ECLIPSE PARKING". These tasks will be completed by September 10, 1994.
2. ECLIPSE will place a large sign at the entrance encouraging its members and guests to refrain from parking on Yost Place, 30th Street, and Central Avenue. The sign will also request that loud noises be kept to a minimum when returning to their vehicles upon departure, and advise that there is parking in the rear of the building.
3. ECLIPSE will prepare a flyer that will be a part of their regular mailing to members. The flyer will remind members to refrain from parking on Yost Place, 30th Street and Central Avenue when patronizing the club, and advise that there is parking in the rear of the building.

VOLUNTARY AGREEMENT  
SOUTH CENTRAL CIVIC ASSOCIATION  
AND ECLIPSE  
PAGE 2

4. ECLIPSE will require its Disc Jockeys to regularly make announcements reminding members and guests to keep noises to a minimum upon departure from the club.
5. ECLIPSE will regularly distribute flyers to members and guests upon their arrival, and place on the invitations that members have made for their special functions, the request that they refrain from parking on Yost Place, 30th Street and Central Avenue, advise that there is parking in the rear of the building, and request that noises be kept to a minimum upon departure from the club.

The conditions of this AGREEMENT shall be monitored on a regular basis by SOUTH CENTRAL CIVIC ASSOCIATION. Should violations be observed, ECLIPSE will be given written notice of same, with a timeframe of thirty days from the date of receipt of said notice to cause corrective actions. Should ECLIPSE fail to comply with the conditions of this AGREEMENT, they understand that SOUTH CENTRAL CIVIC ASSOCIATION will reinstitute its protest against their continued operations within the community.

DULY AGREED TO:

Thomas Randolph  
SOUTH CENTRAL CIVIC ASSOCIATION

DATE:

9/21/94

Julene Prewitt  
SOLAR ECLIPSE, INC.

DATE:

9/21/94