

3003 M Street, N.W., Washington, D.C. 20007 • 333-8282

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ALCOHOLIC BEVERAGE
CONTROL DIVISION

To: The Alcoholic Beverage Control Board

January 22, 1997

In re: Application for Liquor License CT Renewal #7960-97004P
Jour et Nuit, Inc. t/a Garrett's Restaurant

On behalf of Jour et Nuit, Inc., t/a Garrett's Restaurant, and in full settlement of the current protest against Garrett's liquor license renewal application, ABC # 7960-97004P, Jour et Nuit, Inc. t/a Garrett's Restaurant agrees to continue in force and effect the terms and conditions of the document entitled "Settlement Agreement" filed with the Alcoholic Beverage Control Board on September 14, 1992, and accepted by same, consisting of Five [5] pages, which was entered into by the CAG, Mr. Donald Shannon, and Jour et Nuit, Inc., and the parties protestant ~~have agreed to withdraw any~~ existing protest against said licensee's application for renewal.

With intention to be bound hereunder, the parties have set their hands and seals to this document this 22th day of January, 1997.

Patrick H. Allen
Patrick Allen, Esq.
Citizen's Association of Georgetown

Westy Byrd
Ms. Westy Byrd AN02E04

Julie Wilson
Julie Wilson, President
Jour et Nuit, Inc. t/a Garrett's

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SETTLEMENT AGREEMENT

Settlement Agreement made this ^{to} 14 day of September 1992 by and among JOUR ET NUIT, INC. t/a GARRETT's RESTAURANT, a District of Columbia corporation located at 3003 M Street, N.W., Washington, D.C. (herein called "APPLICANT"), Donald Shannon, an individual residing at 1068 30th Street, N.W., Washington, D.C. (herein called "PETITIONER"), and the CITIZEN'S ASSOCIATION OF GEORGETOWN, a District of Columbia not for profit corporation located at 3222 N Street, N.W., Washington, D.C. (herein called "PROTESTANT").

WITNESSETH

WHEREAS, APPLICANT has applied for a change in the type of its liquor license from a CR to CT; and

WHEREAS, PETITIONER has filed a petition proposal in opposition to such change pursuant to section 14(e) of the Alcoholic Beverage Control Act ("Act"); and

WHEREAS, PROTESTANT has filed a protest in opposition to such change pursuant to Section 14(b) of the Act; and

WHEREAS, the parties hereto desire to settle their disagreements.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. PETITIONER will withdraw his petition in opposition to the change from a CR type license to a CT type license in consideration of APPLICANT fulfilling the obligations set forth below.
2. PROTESTANT will withdraw its protest in opposition to the change in license also in consideration of APPLICANT fulfilling the conditions set forth below.

3. APPLICANT in consideration of the above noted withdrawals agrees to the following:
 - 3.1. APPLICANT shall maintain its kitchen, service, and other staff at such level that it will continue to provide food of the kind and quality that was cited in the Phyllis Richman review of APPLICANT in the Washington Post.
 - 3.2. APPLICANT's kitchen will at all times be open until at least two hours before closing and will serve food until such time.
 - 3.3. APPLICANT's window displays will be such to emphasize and promote the service of food.
 - 3.4. Food service will be available in all areas of the licensed premises during all hours of kitchen operation. Applicant agrees that the terrace area will at all times be filled with tables for dining; that no less than six (6) tables for two (2) for dining shall at all times be placed in the first floor room (3003 M Street, N.W.); and that all such tables will be covered with table cloths and service shall be table cloth service. A full food service station shall be maintained in the first floor room. In addition, the second floor "Parlor" dining room and bar will be developed as a full service, table cloth dining room with table seating for at least sixteen (16) and with the bar serving as a waiting bar for the terrace and parlor rooms.
 - 3.5. All of APPLICANT's advertisements and promotional material will emphasize the service of food and the quality of the food service. This will include all newspaper, magazine, radio, and/or television advertising as well as all promotional flyers whether distributed to a general or limited audience and whether distributed by APPLICANT or an independent promotor.
 - 3.6. For the year ended December 31, 1991, APPLICANT'S food sales constituted 18.5 percent of its total sales. By December 31, 1993, APPLICANT's food sales shall constitute 21% of its total sales and by September 30, 1994, APPLICANT's food sales shall constitute 23% of its total sales. Applicant will use its best efforts to increase the foregoing percentages so that Applicant's food sales ultimately will constitute 35% of its total sales.
 - 3.7. APPLICANT shall provide discounted parking at a commercial lot(s) or participate in the current validated parking program

of the Business and Professional Association of Georgetown ("BPAG") or any successor or substantially similar parking program. In the event the Business and Professional Association of Georgetown abandons its present validated parking program, APPLICANT will at its own expense offer comparable discounted parking to its patrons; provided, however, that APPLICANT will not be required to spend an amount greater than it spent during the last year of its participation in the BPAG parking program. All advertising and promotional materials as set forth in subsection 3.5 above shall prominently note such participation or program. In addition, APPLICANT shall post signs in the window and all entry ways prominently noting such participation or program.

- 3.8. APPLICANT agrees that all managers, waitpersons, doorpersons, bartenders or barbacks shall be at least 21 years of age and all such persons shall, prior to being employed, provide photo identification signifying such proof of age.
- 3.9 APPLICANT shall require that between the hours of 6:00 p.m. and closing a manager be on duty who has completed the TIPS program.
- 3.10 APPLICANT shall have on duty between the hours of 6:00 p.m. and closing on Friday and Saturday and between 9:00 p.m. and closing on all other nights a doorman who shall (a) check identification to limit admission to individuals 21 years or older; (b) control patrons waiting outside for access to the premises so that an orderly line is maintained without causing noise or disturbance to pedestrians or residents; and (c) limit ingress of patrons so that at no time are there more persons in the premises than allowed by the maximum room and total occupancy figures agreed upon in the settlement agreement reached by APPLICANT, the Citizens Association of Georgetown, Austin B. Graff, Donald Shannon, Mary Leyland, and others dated February 6, 1990, which settlement agreement was approved by the ABC Board on February 14, 1990 ("1990 Agreement") is attached hereto and incorporated herein by reference. Such doorman shall keep track of ingress and egress to maintain this balance.
- 3.11 APPLICANT shall have a designated doorman police the sidewalk in front of the premises on both M street and 30th Street every evening at the close of business. APPLICANT shall clean the sidewalk in front of the premises on both M Street and 30th Street each morning before 10:00 a.m.

3.12. APPLICANT shall post signs at all exits so that such signs are clearly visible to all patrons leaving the premises, which signs shall state the following:

GEORGETOWN IS A UNIQUE AND HISTORIC DISTRICT. WHEN LEAVING, PLEASE RESPECT OUR NEIGHBORS AND THEIR PROPERTY AND REMEMBER THAT NOISE CARRIES EASILY ON OUR QUIET STREETS.

3.13 APPLICANT will not in any way change its operations to permit entertainment or dancing. Applicant agrees that it will offer discount drinks on no more than two nights per week, neither of which shall be Friday or Saturday, and that any new discount drink promotion will end at midnight.

4. APPLICANT, PETITIONER, AND PROTESTANT shall meet on the Tuesday following September 15th and March 15th, or such other date as shall be mutually agreeable, to assess the progress of the implementation of this Agreement and ways in which to improve the percentage of food sales of Applicant. (DPR)


5. APPLICANT agrees that the terms and conditions of its ~~current license~~ ^{the 1990 Agreement} are hereby incorporated by reference and are in full force and effect under this Agreement as if fully set forth herein. is

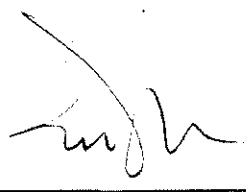
6. This Agreement is contingent upon acceptance by the Alcoholic Beverage Control Board.

7. This Agreement shall be binding upon and enforceable against any of the APPLICANT's successors or assigns for the term of the license to which this Agreement applies.


IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the date first above written.

JOUR ET NUIT, INC.
t/a GARRETTS RESTAURANT

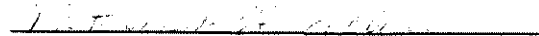

by: Alexander B. Wheeler, Jr.
President


by: Paul D. Morrissey
Secretary

PETITIONER DONALD SHANNON


by: Donald Shannon

CITIZEN'S ASSOCIATION OF GEORGETOWN


by: Patrick Allen
Chairman
Alcoholic Beverage Control Committee

AGREEMENT

Made this 1st day of February, 1990, by and between CITIZENS ASSOCIATION OF GEORGETOWN (CAG) and JOUR ET NUIT, INC., t/a Garrett's Restaurant (the applicant).

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (ABC) is the applicant's application for a Class C/R license for premises 3003 M Street, N.W., ABC Application No. 7960; and

WHEREAS, CAG has filed a protest to this license; and

WHEREAS, the parties desire to commemorate certain understandings they reached regarding the operation of said restaurant, which were verbally presented and agreed to before the Alcoholic Beverage Control Board on January 17, 1990.

NOW, THEREFORE, in consideration of the premises above recited, and the mutual covenants and premises set forth below, the parties agree as follows:

1. Garrett's shall install an additional men's restroom with a urinal on the first floor of the premises in the room currently identified on the Fire Chief's placards as the 1st Floor Bar-Restaurant. If possible, Garrett's shall install a toilet in that restroom. Garrett's shall maintain another restroom with a toilet on the first floor as a women's restroom.

2. Garrett's shall install and/or maintain two restrooms on the second floor, one of which shall be a women's room and which shall have two toilets; the other shall be a men's room which shall have one toilet and two urinals.

3. Garrett's agrees that the following capacities are acceptable and that capacity placards be obtained from the Fire Department with no higher capacities, including persons seating and standing in the different rooms, than the following:

(a)	1st Floor Bar-Restaurant:	45
(b)	2nd Floor Club Car:	49
(c)	2nd Floor Terrace Restaurant:	49
(d)	2nd Floor Lobby:	15
(e)	2nd Floor Parlor Bar:	<u>36</u>
	Total	194

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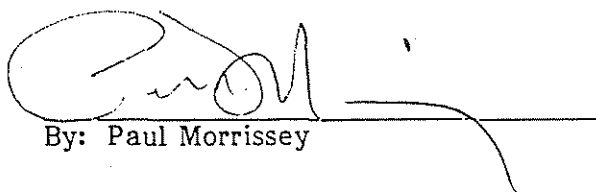
4. These occupancy/capacity limits shall be posted conspicuously (as required by the BOCA code) near the exits of each room.

5. Garrett's shall not use, make, or create an exit or entrance on 30th Street, N.W., except that the existing exit may be used as a fire exit for use in emergencies only. Garrett's shall install a gate at the area where the 30th Street fire exit leads to the street. This gate shall be as nearly flush as possible to the exterior wall at the street.

6. CAG hereby withdraws its protest to the application for a renewal.

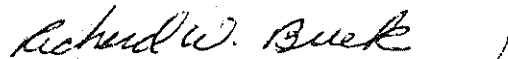
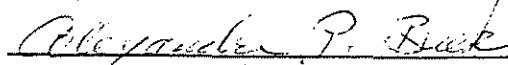
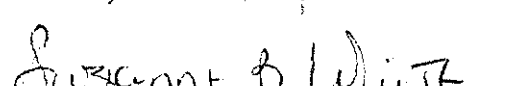
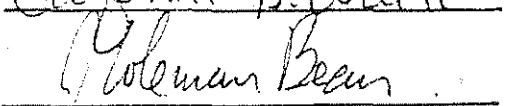
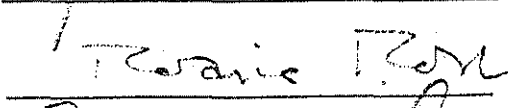
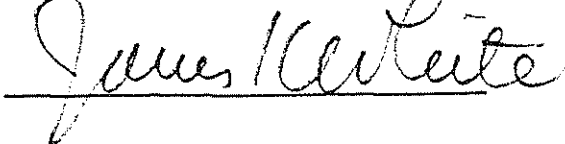
IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

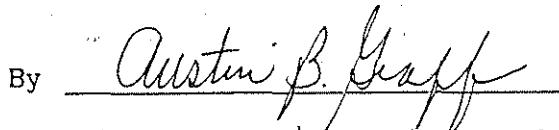


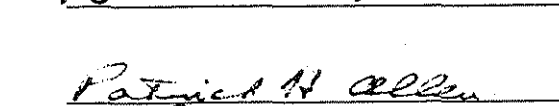
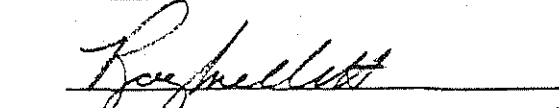
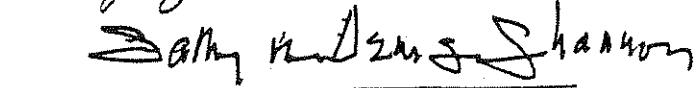
JOUR ET NUIT, INC.


By: Paul Morrissey


By: Alexander Wheeler, Jr.

CITIZENS ASSOCIATION
OF GEORGETOWN

By 






SETTLEMENT AGREEMENT ADDENDUM

In re the APPLICATION OF JOUR ET NUIT, INC. t/a GARRETT'S RESTAURANT, APPLICANT, and the SETTLEMENT AGREEMENT between and among JOUR ET NUIT, INC. t/a GARRETT'S RESTAURANT, APPLICANT, Donald Shannon, PETITIONER, and the CITIZEN'S ASSOCIATION OF GEORGETOWN, PROTESTANT, said SETTLEMENT AGREEMENT dated September 14, 1992, and filed with the Board September 15, 1992, we, the Parties thereto, agree to, and hereby change the language of Section 3.8 of said SETTLEMENT AGREEMENT thusly:

The current Section 3.8. to wit:

3.8 APPLICANT agrees that all managers, waitpersons, doorpersons, bartenders and barbacks shall be at least 21 years of age and all such persons shall, prior to being employed, provide photo identification signifying such proof of age.

is DELETED in its entirety. In its place, a new Section 3.8 is

INSERTED:

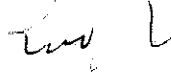
3.8. APPLICANT agrees that all bartenders shall be at least 21 years of age, and all such persons shall, prior to being employed, provide photo identification signifying such proof of age.

IN WITNESS WHEREOF, and with intention to be bound thereby, the Parties have set their hands and seals on the date stated below.

JOUR ET NUIT, INC.
t/a GARRETT'S RESTAURANT



by: Alexander B. Wheeler, Jr.
President



by: Paul D. Morrissey
Secretary

PETITIONER DONALD SHANNON



by: Donald Shannon

CITIZEN'S ASSOCIATION OF GEORGETOWN



by: Patrick Allen
Chairman
Alcoholic Beverage Control Committee

DATE: NOVEMBER 20, 1992