

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

In the Matter of:)
)
Dalunas, LLC)
t/a Marx Café American Bar)
)
Holder of a Retailer's) License No. 74712
Class CR License) Order No. 2008-252
at premises)
)
3203 Mt. Pleasant Street N.W.)
Washington, D.C.)
)

Dalunas, LLC t/a Marx Café American Bar, Licensee

Laurie Collins, President, Mount Pleasant Neighborhood Alliance

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

ORDER ON VOLUNTARY AGREEMENT

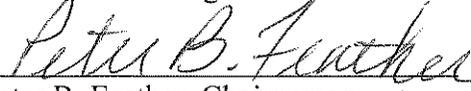
The official records of the Alcoholic Control Board (Board) reflect that Dalunas, LLC t/a Marx Café American Bar (Licensee), holder of a Retailer's Class CR license, located at 3203 Mount Pleasant Street N.W., Washington D.C., and Laurie Collins, President, Mount Pleasant Neighborhood Alliance (MPNA), have entered into a Voluntary Agreement (Agreement) dated July 16, 2008 setting forth the terms and conditions that govern the operation of the Licensee's establishment. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Licensee and Laurie Collins are signatories to the Agreement.

Dalunas, LLC
t/a Marx Café American Bar
License No. 74712
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Accordingly, it is this 13th day of August 2008, **ORDERED** that:

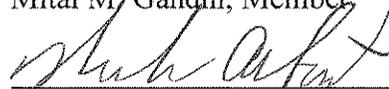
1. The above-referenced Voluntary Agreement between Dalunas, LLC t/a Marx Café American Bar located at 3202 Mt. Pleasant Street, N.W., Washington, D.C., and MPNA to govern the operations of the Licensee's establishment is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Licensee and to MPNA.

District of Columbia
Alcoholic Beverage Control Board

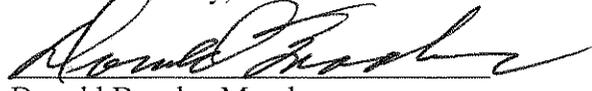

Peter B. Feather, Chairperson


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 between Dalunas, Inc.
and the Mount Pleasant Neighborhood Alliance

Whereas, Dalunas, LLC. t/a Marx Cafe ("Licensee") is an ABC Class CR license for the premises located at 3203 Mount Pleasant Street, N.W., Washington, D.C. ("establishment"), Case No. 5589-99084T; and

Whereas, Mount Pleasant Neighborhood Alliance ("MPNA") and the licensee wish to enter into a voluntary agreement concerning Entertainment Endorsement privileges.

Whereas, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Licensee and MPNA.

Now, therefore, in consideration of the agreements set forth herein Licensee agrees to comply with the terms of the agreement as set forth hereinafter.

Licensee agrees that:

- A. Licensee will comply with all applicable laws and regulations governing the operation of the establishment, including laws and regulations governing the Class CR license to which this agreement applies, as applied for and approved by the District of Columbia Alcoholic Beverage Control Board in the name of Licensee.
- B. Live entertainment will be limited to Sundays for brunch between the hours of Noon and 3:00 pm. The nature of the live entertainment for these events will be music, consisting of no more than 3 musicians, and shall be performed at a volume level that allows patrons to talk at a conversational level.
- C. In addition to Sunday brunch, applicant may offer live entertainment one night a week, between the hours of 9:00 pm and Midnight. The live entertainment shall be primarily in the form of music which shall be performed at a volume level that allows patrons to talk at a conversational level. Additionally, the live music shall be performed by no more than 4 musicians. The applicant may offer a DJ no more than three nights a week until no later than 1:30 a.m.
- D. Applicant agrees to not apply for any one-day substantial changes with regard to entertainment endorsement requests under 23DCMR 716.
- E. Applicant agrees that there shall be no cover charge. Additionally, applicant shall not provide an atmosphere for dancing, or a dance floor for dancing, or permit the moving of tables and chairs for the purpose of dancing; nor shall applicant offer any other form of live entertainment except as specifically described herein.
- F. Applicant shall not install or use any sound amplification equipment of any kind that emits or allows to emit any sound to the exterior of the building. The music shall not be audible in any residence located adjacent to or nearby the premises. 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:

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 D.C. Official Code §25-725 (2001). Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20DCMR, Chapters 27 and 28, as amended.

G. Applicant agrees to file an Entertainment Endorsement application with the Board that reflects only the permissions contained in this Cooperative Agreement.

H. Applicant agrees to not apply to seek relief from provisions A-F of this agreement under 25446(d)(2) until the 2013 renewal of this license.

I. Licensee, its officers and employees, will cooperate with MPNA to address any alleged violation of the laws and regulations referred to in Paragraph A above and in any request that the appropriate enforcement agency investigate an alleged violation.

J. Licensee will not serve alcoholic beverages after the following hours: 2:00 AM on Sunday through Thursday, and 2:30 AM on Saturday and Sunday. There will be a last call for alcoholic beverages thirty (30) minutes prior to those hours, at which time the limit on service will be one drink per person. Licensee further agrees that it will keep the kitchen open in the establishment to serve food until 1:00 AM on all days of the week.

K. Licensee, in cooperation with MPNA, will support community organizations which seek to alleviate alcohol abuse problems, by participation in meetings and programs, and by other assistance as the circumstances may warrant. That Licensee will meet quarterly with a representative of MPNA to discuss issues and solutions to problems concerning the operation of the establishment in the neighborhood, if so requested by MPNA.

L. Licensee is the true and actual owner of the establishment for which the license is sought; that Licensee intends to carry out the business in the establishment for itself and not as the agent of any other individual, partnership, association or corporation not identified in the application; and that the establishment will be managed by Licensee's principals in person or by a manager approved by the District of Columbia Alcoholic Beverage Control Board.

M. Licensee will undertake a leadership role in the Mount Pleasant business community in an effort to enlist wider business support for clean-up, responsible alcohol service, support of alcohol abuse assistance organizations, and law enforcement activities, including supporting efforts to supplement current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis. This role includes, but is not limited to, active participation by principals of licensee in Police Service Area ("PSA") meetings, and consultation with MPNA when such participation and consultation are reasonably requested by such organizations.

N. Licensee will keep the public space in front of the establishment free of debris and trash, and at the close of each business day Licensee will sweep, remove litter from, and wash the area extending from the establishment's storefront to the curb.

O. Licensee further agrees that prior to opening for business each day; Licensee will similarly clean the alley in the rear of the establishment. Licensee further agrees to wash the front of the establishment at least once every two months.

P. Licensee agrees to maintain trash, garbage and recycle material storage facilities in which all

containers have lids which are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment, and to assure that trash, garbage, and recycle materials are removed at least three times per week, and only during the hours between 9:00 AM and 9:00 PM. Licensee further agrees to recycle glass and metals, and to remove such recycle materials to appropriate storage containers daily and only between the hours of 9:00 AM and 9:00 PM.

Q. Licensee will prohibit loitering in front of the establishment, and will enforce this policy.

R. Licensee will post signs in the establishment in both English and Spanish requesting its patrons to maintain quiet when exiting the premises.

S. Licensee agrees to work cooperatively, with MPNA, to improve the overall environment on Mount Pleasant Street to make it a more pleasant, safe area for residents, customers and businesses.

T. Licensee will not knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested by the Metropolitan Police for any alcohol-related crime three times or more in any one year.

U. Licensee will not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age.

V. Licensee will not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service. Licensee will seat patrons who are not consuming food only in the bar area of the establishment, provided, however that if a group of patrons at any single table is not consuming food, they may continue to be seated at that table so long as at least one member of the group has ordered or consumed food.

W. Applicant will only serve alcoholic beverages in glass, china, or non-flexible plastic re-usable glasses, cups, or mugs, and will not use or provide Styrofoam or single-use type plastic cups.

X. Licensee will assure that all alcoholic beverage serving staff receives appropriate training in the sale, service and handling of alcoholic beverages. Licensee will also assure that the ABC approved manager or approved corporate officer on duty in the establishment has received ABC Board approved alcohol awareness training and is displaying identification as an ABC approved manager.

Y. Licensee shall not offer any promotion of alcohol for free or two-for-one alcoholic beverages or similar discounted beverage offers after 7:00 pm.

Z. Licensee will not place any alcoholic beverage signage/advertising in any window of the establishment, or permanently obscure the windows of the establishment or hang any banner outside the establishment that is not authorized by permit.

Z. Licensee will not place flyers or similar information sheets on cars, in residents' railings, or in other places where they might flyaway and become litter on the streets. Licensee will not deliver bundles of

flyers to apartment buildings or dormitories. Licensee's advertising shall portray the establishment as a restaurant and not as a "bar" or "nightclub" to patrons or potential patrons, particularly in any advertisement of its live music permitted per this agreement.

Z. Licensee will not sell, deliver or allow consumption of alcohol before or after legal hours of sale.

AA. All notices, demands and requests required pursuant to this agreement shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if sent by email, fax, or US certified mail, return receipt requested, postage prepaid, addressed to Licensee, Mt. Pleasant Neighborhood Alliance at the Licensee Notice Address or MPNA Notice Address, respectively. Either party may designate a change of address by written notice to the other party, in the manner set forth above. Notice, demand and requests which shall be served by certified mail in the manner aforesaid, shall be deemed to have been given three (3) days after mailing. Notices sent by email or fax shall be deemed to have been given the same day of sending.

All notifications, pursuant to this agreement, shall be in writing by either email, fax or U.S. Mail:

email: mpna@mtpleasantdc.org

fax: 202.403.3555

U.S. Mail: POB 21554, WDC 20009

This agreement replaces any prior interests the MPNA had in relation to this license and renders those prior agreements null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.

For Licensee:

Dalunas, LLC. T/A MARX CAFE

BY: Alexander Duni

TITLE: Owner

DATE: 7/16/08

For Community:

MOUNT PLEASANT NEIGHBORHOOD ALLIANCE

BY: Laurie Collins

TITLE: President

DATE: 7/16/08