

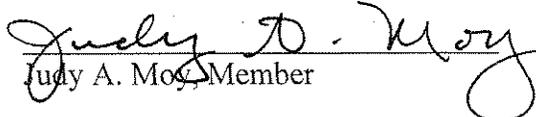
JCP Liquors, Inc.
t/a Seymour Wilen Liquors
Application no. 60795
License no. 70948
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District of Columbia
Alcoholic Beverage Control Board



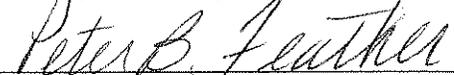
Charles A. Burger, Chairperson

Vera M. Abbott, Member



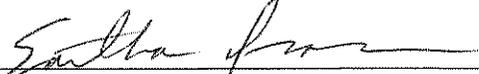
Judy A. Moy, Member

Audrey E. Thompson, Member



Peter B. Feather, Member

Albert G. Lauber, Member



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.

Single Member District 7E06

SMD 7E06 Office: 5617 B Street, SE ♦ Washington, DC 20019 ♦ (202) 584-4547 (phone) ♦ (202) 584-2226 (fax)

ANC Commissioner
DonaldAHughes@aol.com

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Cooperative Agreement

Between

Seymour Wilen Liquors and the Community of SMD 7E06

WHEREAS, *JCP Liquors, Inc.*, ("Licensee") has applied to renew an Alcoholic Beverage Control Retail Class A license for the business trading as *Seymour Wilen Liquors*, located at *5581 Central Avenue, S.E.*; Ret. – Renewal Application No. 60416; and

WHEREAS, the Licensee and the community of SMD 7E06 have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the Licensee's business, as well as the level of cooperation that shall exist between the Licensee and the community of 7E-06;

NOW, THEREFORE, the Licensee agrees to the following:

1. That the Licensee will comply with all laws and regulations governing the operations of the establishment at *5581 Central Avenue, S.E.*, within the District of Columbia, including the laws and regulations governing the Class a (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee;
2. That the Licensee and its officers and employees will cooperate with the community of Single Member District 7E06 ("SMD") to address any alleged violation of the laws and regulations referred to in Item One (1), and in any request by the Commissioner of SMD 7E06 that the appropriate enforcement agency investigate any alleged violation.
3. That the Licensee will not sell alcohol before or after ABC regulated hours.
4. That the Licensee will keep the public space surrounding its business free of debris and trash.
5. That the Licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is defined in Section 24-726 of the ABC regulations as including "all property on which the premises are located; all property used by the Licensee to conduct business, whether part of the premises or not; including parking lots and portions of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the Licensee to conduct business."

Initials: Y. C. K.

6. That the Licensee will prohibit loitering in front of the business and will use reasonable efforts to enforce such a prohibition and will post "No Loitering" signs in a prominent place on the exterior of its establishment.
7. That the Licensee will contact the Metropolitan Police Department and report any and all unlawful activity conducted inside and outside of the property used by the Licensee to conduct business, establish and maintain a log which will include the type of complaint reported, date and time of each call, and police operator number.
8. That the Licensee will not provide "go-cups" to customers. A "go-cup" is defined in Section 25-101(23) of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming (alcoholic) beverages."
9. That the Licensee will not sell or provide miniature bags of ice to customers.
10. That the Licensee will not sell single cigarettes; nor rolling paper, crack bags, or other drug paraphernalia to customers.
11. That the Licensee will not advertise on the exterior walls of the property used by the Licensee to conduct business.
12. That the Licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the Licensee to conduct business.
13. That the Licensee will post signs in English, advising its customers that the Licensee will not sell alcohol to intoxicated persons.
14. That the Licensee will post a warning sign that states that it is illegal for minors to purchase tobacco products and will also include a surgeon general's warning. In addition, the sign shall clearly state the maximum fine for a violation of this section and the sign shall be visible to the public at the entrance to the area and on the interior of the area in sufficient number to give notice of the law to the public.
15. That the Licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or to any person whom the Licensee knows to be an abuser of alcohol.
16. That the Licensee will not sell or deliver alcohol in any form to any person less than 21 years of age.
17. That the Licensee will install and properly maintain at least one surveillance camera inside of the property used by the licensee to conduct business.
18. That the Licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for the person who has been denied service.

Initials: Y. C. K.

19. That the Licensee agrees to work with the community of SMD 7E06 to resolve problems that the commission brings to its attention. Specifically, the Licensee agrees to respond within seven (7) business days to any written complaint that it receives from the Commissioner of SMD 7E06 and further agrees to document its efforts to respond to such complaints.
20. That the Licensee will provide the community (via SMD 7E06) at least fifteen (15) days notice of any intention to submit an ABC transfer application.
21. That the Licensee agrees to post this Cooperative Agreement, alongside his ABC license.
22. That the Licensee give their assurance that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form.
23. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
24. This Agreement may be modified, superseded, or voided only upon the written and signed Agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
25. Each party acknowledges that he or she has had an adequate opportunity to read and fully consider the terms of this Agreement. The terms and conditions of the Agreement are the entire agreement and understanding of the Licensee and the community of SMD 7E06.

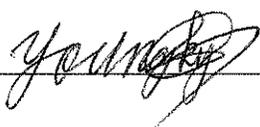
Initials: Y. C. K.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of this Cooperative Agreement by the Licensee, or the Licensee's failure to implement measures called for in this Cooperative Agreement, shall be considered just cause for the ABC Board to immediately suspend or revoke the ABC license granted to its establishment.

AGREED:

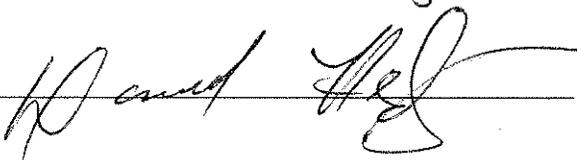
For the Licensees:

Print: Young C. Kim

Signature:  Date: Dec 19 - 05

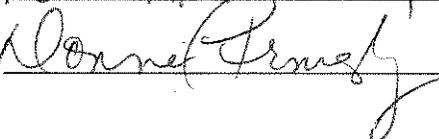
For ANC 7E06 Commissioner:

Print: Donald Hughes

Signature:  Date: 12/19/05

For SMD 7E06 Community

Print: Donna Armstrong

Signature:  Date: 12-19-05

Print: Goldie Edmondson

Signature:  Date: 12/19/05

Print: Evelyn Hunter Armstrong

Signature:  Date: 12/19/05

Notary:

State Maryland

County Prince Georges

Signature [Handwritten Signature]

Date: 12/19/05

Print: Juanice L Cole

Commission Exp. Nov. 1, 2009