

## SAMPLE SETTLEMENT AGREEMENT

**This area should be used to complete the basic information for the Establishment in question and the Protestant(s). It is important to include the ABRA license number for reference. Note, if an Establishment is “trading as” under a different name, include both of these here.**

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between \_\_\_\_\_ t/a \_\_\_\_\_, License # \_\_\_\_\_ (“Applicant”), and \_\_\_\_\_ (“Protestant”), (collectively, the “Parties”).

**Again, this section should be used to complete the basic information pertaining to the Establishment. Include the License class (CR/DR, CT/DT, Class A, etc.) as well as the license number used.**

### W I T N E S S E T H

WHEREAS, Applicant has applied for a License Class \_\_\_\_\_, License Number \_\_\_\_\_, for a business establishment (“Establishment”) located at \_\_\_\_\_, Washington, D.C. (“Premises”);

**This section should be used to complete information on the Protestant Group (ANC, Civic Organization, Group of Five).**

WHEREAS, Protestant is \_\_\_\_\_ (name the protesting organization or Group of Five, i.e. Advisory Neighborhood Commission \_\_\_\_ ), who filed a timely protest (the “Protest”) against the issuance of the Applicant’s license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;-

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

**There are 4 areas upon which a license may be protested. You should include that information here. Remember, you should not use all of these areas will be appropriate in each case. You should only use those that apply here. The four areas of protest:**

- 1) adverse impact on the peace, order, and quiet of the neighborhood;**
- 2) adverse impact on the residential parking and vehicular and pedestrian safety in the neighborhood;**
- 3) adverse impact on real property values;**

**4) over-concentration of ABC establishments.**

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) \_\_\_\_\_ (ii) \_\_\_\_\_ (iii) \_\_\_\_\_ (iv) \_\_\_\_\_, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate a \_(same as License Class)\_\_\_\_\_ with an emphasis on food, disc jockey and a variety of live entertainment, as noted below. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

**In this area, you should include both the hours of operation for the Establishment and the hours of sales for alcohol. Note that these may not be the same in each case.**

3. **Hours of Operation and Sales.** The Applicant’s hours of operation shall be as follows:

Sunday \_\_\_ a.m. – \_\_\_ a.m.,  
Monday through Thursday \_\_\_ a.m.– \_\_\_ a.m.,  
Friday and Saturday \_\_\_ a.m. – \_\_\_ a.m.

The Applicant’s hours for selling and serving alcohol shall be as follows:

Sunday \_\_\_ a.m. – \_\_\_ a.m.,  
Monday through Thursday \_\_\_ a.m.– \_\_\_ a.m.,  
Friday and Saturday \_\_\_ a.m. – \_\_\_ a.m.

**Any restrictions on occupancy should be listed here. This may not be necessary depending on the Establishment.**

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the \_\_\_ floor(s) of the building. The Establishment will have no more than \_\_\_\_\_ seats and the maximum occupancy of the Establishment shall not exceed \_\_\_\_\_ patrons.

**Any restrictions on valet parking should be listed here. This may not be necessary depending on the Establishment. Include any agreements that exist with a valet service.**

5. **Parking/Valet Arrangements.** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. [Applicant has entered into and shall retain an agreement with \_\_\_\_\_ to provide parking for its patrons. A copy of such agreement is appended hereto and incorporated herein. Applicant shall advertise the availability of parking on its website as well as on a valet sign at the entrance to the Establishment. To the extent this contract with \_\_\_\_\_ terminates for any reason, Applicant shall, within 30 days from termination, enter into a like agreement to provide adequate off-street private parking for its patrons. The Applicant will ensure that no vehicles are parked in the rear of the Establishment such that vehicles are on the abutting property.]

**Any restrictions on Sidewalk Café's should be listed here. This may not be necessary depending on the Establishment. This does not include language on Summer Gardens (which are on private space). Note that ANC2B's Public Space Guidelines can be found here: <http://www.dupontcircleanc.net/wp-content/uploads/2011/04/ANC-2B-Proposed-Revised-Public-Space-Guidelines-adopted-March-2-2011-coded.doc>**

6. **Sidewalk Café.** Applicant plans to provide sidewalk café seating for \_\_\_\_ patrons. Protestant will not object to the \_\_\_\_ seat patron limit; Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness. The sidewalk café shall close each day of the week no later than \_\_\_\_\_ a.m./p.m.

**Any restrictions on Noise Abatement and Privacy should be listed here. We recommend the following language. This may not be necessary depending on the Establishment.**

7. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

**Trash and Public Space Maintenance language can be included based upon the concerns of the Protestants. This may not be necessary depending on the Establishment.**

8. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas

sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.

**We recommend including this language to address Rats and Vermin Control. This may not be necessary depending on the Establishment.**

9. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

**We recommend including this language to address Security. This may not be necessary depending on the Establishment.**

10. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Protestants are concerned that the large capacity sought by the Applicant for the Premises will pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.

12. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which

reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

**Contact information for both the Establishment and the Protestants should be inserted into this area.**

If to Applicant:      Name of Establishment  
                                 Address  
                                 Washington, DC  
                                 Attn:  
                                 (202)  
                                 Fax (202)

If to Protestants:      Protestant Group or ANC  
                                 Address  
                                 Washington, DC 20036  
                                 Attn:  
                                 (202)  
                                 Fax (202)

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

**This section is necessary to show that the Settlement Agreement meets the terms of both the Protestants and the Establishment.**

14. *Withdrawal of Protest.* Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

**Both the Protestants and the Establishment will need to sign the Agreement. If the Protestant Group is a Group of Five or more, each protestant will need to sign.**

**PROTESTANT:**

ANC or other Protesting Organization

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By: Printed Name

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Signature

**APPLICANT:**

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Establishment's Name

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By: Printed Name/ Title