

**Voluntary Agreement**  
**between**  
**Dupont Italian Kitchen, 1637 17<sup>th</sup> Street, NW &**  
**Dupont Circle ANC 2B**  
**regarding**  
**Entertainment Endorsement**

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATORY ADMINISTRATION

2009 AUG 17 A 10:31

RECORDED: EM

**This Agreement**, entered into this 14<sup>th</sup> day of August, 2009, by and between Dupont Italian Kitchen (herein after the "Applicant"), and Advisory Neighborhood Commission 2B, (herein after the "Protestant"), witnesses:

**Whereas**, the Applicant, located at 1637 17<sup>th</sup> Street, NW, Washington, DC, has applied for an Entertainment Endorsement with the DC Alcoholic Beverage Control Board (herein after the "Board") to host live karaoke.

**Whereas**, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the parties hereto desire to enter into a voluntary agreement whereby (1) the Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) the Protestant will agree to the issuance of the requested endorsement and withdrawal of the protest *provided* that such agreement is incorporated into the Board's order granting the requested endorsement, which order is thereby conditioned upon compliance with such agreement.

**Whereas**, the Applicant has recently taken or intends to take certain measures designed to ameliorate the Protestant's concerns.

**Now agree therefore**, in consideration of the mutual covenants and undertakings memorialized herein, the parties hereby agree as follows:

1. Entertainment. Entertainment shall consist of karaoke, and/or lounge singer(s), accompanied by a single instrument and/or recorded accompaniment only. Live DJs or bands are not permitted.
2. Food Service Hours. Applicant's kitchen must remain open and available to serve patrons until one (1) hour prior to the conclusion of any entertainment; i.e. if entertainment concludes at 2:00 am, the kitchen must be open and available to serve patrons until 1:00 am.
3. Noise Abatement. Windows and doors to the section of the establishment containing entertainment shall remain closed during entertainment hours.
4. Public Space. No entertainment shall be allowed outdoors or in public space.
5. Modification and Transfer. This agreement can be modified only upon written notice by the ABC Board, or by mutual agreement of all the parties and with written approval of the ABC Board. In the case of ANC 2B, if Applicant desires to modify the terms of this

agreement, prior to implementing the changes the Applicant shall receive written approval from ANC 2B.

6. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

APPLICANT:

Dupont Italian Kitchen

By:



Mr. Mike Askarinam

Date: 8/14/09

PROTESTANT:

Advisory Neighborhood Commission 2B

By:



Chairman Mike Silverstein

Date: 8/14/09