**ABCA Alcoholic Beverage Establishment Settlement Agreement**

**Template Revised May 2025**

**Settlement Agreements are required for establishments requesting/having any of these endorsements: Sidewalk Café; Summer Garden; Streatery; Entertainment; Dancing; Door Cover Charge; Game of Skill; Sports Wagering; Parking Valet.**

**A SA is optional but recommended for all other establishments for consistency across the neighborhood. This may be helpful in cases where a license is transferred to another entity and engages in any “by right” activity that may differ from the original licensee but does not trigger a Substantial Change notification. Examples: Hours for deliveries or trash collection; cleanliness; noise.**

**Enter/edit contents of desired highlighted blocks. Delete the narration blocks before presenting to the Establishment. Remove highlighting or anything else that shouldn’t be in the final.**

**You can delete clauses that do not apply to an application.**

**This wording has been developed with the assistance of ABCA’s Legal Department. That doesn’t mean they won’t request changes.**

**Review any suggestions/comments and respond or resolve them as appropriate.**

**Discuss any requests for changes to our template language with the Chair, Co-Chair, or commissioner with ABCA experience before agreeing to incorporate them.**

**We do not accept agreements drafted by applicants/counsel in lieu of ours.**

**When you have prepared the document, share it through Google Docs for everyone having the link as a Commenter. (Sharing from OneDrive often does not work with non-DC Gov participants.)**

**Be sure you have the Establishment’s contact information on the Contact section!**

**When ready for signature, Save As a PDF and transmit that to the applicant. When they return it signed, forward it to the Executive Director.**

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 202\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ t/a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, License #\_\_\_\_\_\_\_ (“Applicant|Establishment”), and Advisory Neighborhood Commission 2B (“ANC2B”), **[and “Dupont Circle Citizens Association (“DCCA”)|[and a Group of Five (5) or More Residents]** (collectively, the “Parties”).

**W I T N E S S E T H**

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

**This section should be used to enumerate any additional protestants (Civic Organization, Group of Five or More). Fix-up for new license application, renewal, or Substantial Change**

WHEREAS, Protestant Advisory Neighborhood Commission 2B (“ANC 2B”) [, Dupont Circle Citizens Association (“DCCA”)] [, Group of Five or More Residents]], who filed a timely protest (the “Protest”) against the Issuance|Renewal|Substantial Change Application of the Establishment’s license request 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 and Cannabis Board (“ABC Board”) approve the Establishment’s license application|renewal|Substantial Change 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.**

* **adverse impact on the peace, order, and quiet of the neighborhood;**
* **adverse impact on the residential parking and vehicular and pedestrian safety in the neighborhood;**
* **adverse impact on real property values;**
* **over-concentration of ABC establishments.**

**Nearly all protests we file are for “adverse impact upon the peace, order, and quiet of the neighborhood [pursuant to the signing of a Settlement Agreement].”**

**SMDs should request public review and discussion of parking/safety aspects of an application by the Transportation & Public Space Committee. Incorporate the outcome, recommendations into the Agreement.**

**Real Property Value is subjective. We won’t consider for a new application. For renewal, protest must provide data establishing relationship.**

**Over-concentration of Establishments is almost impossible to argue given our zoning and geography.**

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize adverse effects upon peace, order, and quiet, and to eliminate the need for a Protest Hearing regarding the license application|renewal.

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 has applied to|shall operate and manage a Class \_\_ restaurant|tavern|nightclub pursuant to the regulations and conditions specified herein. Seeking to alter operation or revise this Agreement is of great concern to residents and shall be subject to review and approval by the ABC Board.
3. ***General Conditions***.
	1. The Establishment shall have an ABCA-certified manager on its premises at all times during operating hours, including for private events.
	2. The Establishment shall not permit any person who has not completed ABCA-recognized alcohol awareness or alcohol safety training to serve alcohol.
	3. The Establishment shall|shall not be permitted to participate in ABCA-permitted Pub Crawls.
	4. The Establishment shall not be permitted to participate in ABCA’s Extended Holiday Hours Program.
	5. The Establishment shall not offer or allow VIP table service.
	6. The Establishment shall not offer or allow VIP bottle service.
	7. The Establishment shall not offer or allow its entertainers or agents to engage in nude dancing, nudity, or intimate contact, as defined in Title 25 of the D.C. Official Code.
	8. The Establishment shall not hire or otherwise allow a promoter or other third party to operate at the establishment or permit that party to maintain control over the premises by allowing them to
		1. Collect admission fees or money from patrons at the premises or in the sidewalk area immediately outside the premises;
		2. Check identifications or perform body and item searches;
		3. Distribute wristbands or stamps to patrons to determine their age; or
		4. Provide alcoholic beverages to customers.

Nothing in this condition shall prevent a third party from engaging in the promotion of events at the establishment through social media, text message, and other media outlets (e.g., radio, television, newspaper, email, flyers, etc.)

* 1. The Establishment shall operate in accordance with the terms of its license and endorsements and as may otherwise be permitted by law.

**Some establishments have the same hours daily; some have different hours on Fridays and Saturdays. All hours must match the Placard.**

1. ***Hours of Operation and Sales***. The Applicant’s permitted hours of operation shall be:

Inside operation:

 Sunday through Saturday \_\_\_ AM – \_\_ AM

 Sunday through Thursday \_\_\_ AM – 2:00 AM

 Friday and Saturday \_\_\_ AM – 3:00 AM

Inside alcohol sales, service, and consumption::

 Sunday through Saturday \_\_\_ AM – \_\_ AM

 Sunday through Thursday \_\_\_ AM – 2:00 AM

 Friday and Saturday \_\_\_ AM – 3:00 AM

Alcoholic beverage carryout and delivery service:

Daily, Commencement of Inside Alcohol Sales – 1:00 AM

The Establishment shall announce “Last Call” not later than 20 minutes prior to closing.

All patrons shall exit the Premises by the closing time.

The Establishment, with valid Entertainment Endorsement, shall be permitted to offer indoor entertainment during the following hours:

Sunday through Saturday: \_\_\_\_ – 12:00 AM (Midnight)

The Establishment shall be permitted to participate in ABCA’s Holiday Extended Hours program allowing its interior serving hours until 4:00 AM, and inside entertainment hours until 3:00 AM, New Year’s Eve into New Year’s Day; automatic 1 hour extension for Daylight Time changeover days; and interior serving hours until 4:00 AM with 24-hour operation allowed in conjunction with select District government and federal holidays.

[

Unless otherwise required or restricted by ABCA regulation or law enacted by the District of Columbia, the Establishment shall be permitted to modify its hours of operation, service, or indoor entertainment, for individual special occasions such as Inauguration Day or sporting events.

**-OR-**

The Establishment’s hours shall be bound to the limits contained in this agreement.

]

1. ***Outdoor Seating***. The Establishment, with valid endorsement and applicable Public Space permit, shall be permitted to operate a sidewalk café|summer garden|streatery parklet with seating for \_\_\_\_ patrons, [for the duration of the Streatery Parklet program].

Hours of operation for the outside seating|sidewalk café|summer garden|streatery parklet food and alcoholic beverage service shall be:

Sunday through Thursday: \_\_\_\_ – 11:00 PM

Friday and Saturday: \_\_\_\_ – 12:00 AM

Patrons shall depart the sidewalk café|summer garden|streatery parklet area not later than one-half (½) hour after the end of its service hours.

Amplified music, televisions, live performances, other forms of entertainment shall only be allowed in the sidewalk café|summer garden|streatery parklet pursuant to the conditions of a current Entertainment Endorsement and DDOT Public Space permit.

The Establishment shall check regularly to ensure cleanliness.

The Establishment shall remove|stack and/or secure tables and chairs each night at closing.

The Establishment shall maintain a minimum of 10 feet of clear space between its café perimeter and the nearer of any fixed objects (such as treeboxes/bicycle racks/parking meters/lamp posts/hydrants) or the curb.

The Establishment shall not drill into, or permanently affix anything to public space, including sidewalks and streets except as may be specifically authorized by permit issued by a District government agency.

1. ***Parking/Valet Arrangements***. The Establishment and any party or event utilizing the Premises, shall not offer or provide valet parking service. **-OR-** The Establishment shall be permitted to offer valet parking for its patrons pursuant to a Valet Staging Permit issued by the District Department of Transportation (DDOT) and the following conditions:
* The Establishment shall either own, or maintain a contract for, adequate off-street parking for its patrons.
* The Establishment shall not advertise or provide valet service at any time it does not have adequate off-street parking available.
* If contracted, a copy of the contract shall be made available to authorities upon request for inspection.
* Should the contract terminate for any reason, the Establishment shall either immediately establish a new off-street parking capability; or cease offering valet parking and relinquish its valet permit.
* The Establishment shall make reasonable effort during valet operating hours to ensure vehicles for the valet are not impeding traffic or staged illegally in neighboring driveways, alleys, building entrances, or bus stops, while dropping off or picking up passengers.
* For large events, the Establishment shall have Traffic Directors and additional valet drivers ensuring patrons can promptly exit or enter their vehicles; and their vehicles are promptly taken by valet.
1. ***Noise and Privacy***. The Establishment shall at all times comply with D.C. Official Code § 25-725 and take all necessary actions, including structural remedies and insulation/soundproofing to ensure that music, noise and vibration from the Establishment are not audible or discernible within adjacent or nearby residential properties.

**For entertainment with dancing endorsements, we can ask that a Noise Control Plan be submitted to ABCA to establish specific volume/decibel limits, and any additional noise abatement measures ordered by the ABC Board. Noise Plan is currently not mandatory in the 1200 block of 19th St.**

* 1. The Establishment shall submit a Noise Control Plan to the ABC Board and comply with it and any other conditions ordered by the Board.
	2. The Establishment shall close its windows not later than 8:00 PM daily.
	3. Doors shall not be propped open, nor held open longer than necessary for normal entry or exit. If necessary, The Establishment shall take reasonable measures to minimize noise emanating from the opening of premises doors.
	4. The Establishment shall advise patrons to be considerate of neighbors when exiting.
	5. The Establishment shall require its purveyors and suppliers make deliveries only between the hours of 7:00 AM and 6:00 PM Mondays through Fridays; 7:00 AM and 5:00 PM Saturdays; and 10:00 AM and 5:00 PM on Sundays.
1. ***Public Space, Trash, and Litter***. The Establishment shall keep the sidewalk surrounding its property (up to and including the curb), tree box(es), curb, adjoining alley or driveway entrances clean and free of litter, bottles, and other debris in compliance with District law.
	1. The Establishment shall have the area around the Premises properly cleaned and washed as needed, with special attention to areas where trash and recycling is stored.
	2. The Establishment shall have graffiti, tagging or other defacement of its premises remedied as promptly as possible.
	3. All trash shall be secured in sturdy plastic trash bags. Garbage and recycling containers, dumpsters, shall be kept securely closed at all times.
	4. The Establishment shall regularly clean its trash and recycling containers and promptly replace any that have been damaged, chewed through or reached the end of their useful life;
	5. Trash and recycling pick up shall not occur earlier than 7:00 AM on weekdays, 9:00 AM on Saturdays, or 11:00 AM on Sundays; or after 5:00 PM on any day.
	6. Except where there is a communal arrangement for trash and recycling storage, no trash receptacles or storage shall encroach or be placed upon neighboring property.
	7. The Establishment shall be responsible for timely snow and ice removal from its sidewalk area and take proper precautions to prevent ice accumulation, in accordance with District of Columbia law.
	8. The Establishment shall maintain a designated No Smoking Zone within twenty-five (25) feet of its property as authorized by DC Code § 7–1703.04 and provide written notice to patrons inside and outside the premises.
2. ***Rats and Vermin Control***. The Applicant shall maintain a professional rat and vermin control contract for its property, and provide proof of current contract upon request of the ABC Board or ABCA official.

In addition to the trash management requirements of this Agreement, the Establishment shall employ reasonable and common sense measures to lessen the appeal of the Premises and public space to rodents and other vermin.

1. ***Security and Safety***. The Establishment shall take all necessary measures to ensure its operation does not adversely affect the peace, order, quiet, or safety, of its patrons, staff, neighbors, and the neighborhood.

**FOR ENTERTAINMENT, DANCING, COVER CHARGE, ENDORSEMENTS**

**We request a police detail (RDO) if there is dancing, cover charge, and the concept is more nightclub than neighborhood tavern or restaurant allowing dancing for special events like weddings, birthdays. Also for renewals that have a history of multiple disturbances, incidents requiring police response.**

* 1. A Security Plan shall be submitted to the ABC Board for review and approval. The Establishment shall comply and operate in accordance with the orders and conditions as the ABC Board may issue.
	2. The Security Plan may be revised at any time pursuant to a request by any of the Parties to this Agreement and subsequent negotiation and agreement between the Parties, and approval by the ABC Board. Notwithstanding § 9(b), the Board may order or permit the modification of the agreement as permitted by law, including, but not limited to, as part of a protest, show cause, or other enforcement action or in order to ensure compliance with the security plan law.
	3. The Establishment shall have a Reimbursable Police Detail (“RDO”) present from 10:30 p.m. until 1 (one) hour beyond closing Thursdays|Fridays through Saturdays|Sundays| and any night entertainment or special events take place.
	4. The Establishment shall have personnel to ensure patrons waiting in line maintain an orderly and quiet atmosphere.
	5. The Establishment shall immediately call 911 or notify an MPD officer of fighting or violent activity in or around the Establishment and regardless of patrons being involved.
	6. The Establishment shall maintain a log of incidents noted by staff or reported by patrons, regardless of whether police were summoned.
	7. The Establishment shall cooperate with MPD and other enforcement officials, including sequestering and preserving the scene of any incident.
1. ***License Ownership* *and Compliance with ABCA Regulations.*** The Establishment shall abide by all Alcoholic Beverage & Cannabis Administration (ABCA) regulations regarding ownership of the license, recordkeeping, and all other provisions applicable to liquor licensees.
	1. The Establishment agrees that any Party to this Agreement shall have standing to ask the ABC Board to review compliance with, or request enforcement action for any violations of, the Agreement.
	2. It is not the intent of the Parties that violation of specific laws and regulations referenced in this Agreement and adjudicated by other District agencies result in compounded violations of the Agreement.
2. ***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 a breach is of an emergency nature, reasonable notice and opportunity shall provide for a cure within 30 calendar days of the date of such notice.

If the Establishment or the licensee fails to cure within the 30-calendar-day period (or, fails to commence diligently seeking cure for a breach needing more than 30-calendar-days to remedy), such 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 may be delivered by email; mailed via certified mail, return receipt requested; 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 the Parties to This Agreement.**

| If to the Establishment: | Representative NameEstablishment NameAddressWashington, DC 200\_\_Daytime Telephone NumberEmail Address |
| --- | --- |
| If to ANC 2B: | Attn: ChairANC 2B9 Dupont Circle NWWashington, DC  200362b@anc.dc.gov |
| If to Dupont Circle Citizens Association: | Attn: President9 Dupont Circle NWWashington, DC 20036president@dupont-circle.org |
| If to Group of Five Residents: | Representative NameAddressWashington, DC 200\_\_Email Address |

**Signatures**

| **ESTABLISHMENT:** | **ANC 2B:** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:  Printed Name/ Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: Printed Name/Title |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Licensee or    Legal Representative | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |
| **DUPONT CIRCLE CITIZENS ASSOCIATION** |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: Printed Name/Title |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |  |