



Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by and between

**[Name of Establishment]**

Street Address, NE  
Washington DC 20002

and

**Advisory Neighborhood Commission 6A**

### **Preamble**

Through this settlement agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the ANC 6A community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood.

The applicant is encouraged to work regularly with the ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operations of the establishment.

### **Witnessed**

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class "A" or Class "B" Liquor License at the subject premises; and,

Whereas, the parties wish to state their mutual intention and commitment to promote the success, peace, order, quiet, and equity of the community. Both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods that are safe, clean, and "pedestrian friendly."

### **The Parties Agree As Follows:**

1. Requirements for sale/provision of single containers of alcohol beverages:  
Applicant shall abide by the Ward 6 restrictions on the sale of single containers of alcoholic beverages set forth in DC Code §25-346 ("Ward 6 restrictions for off-premises retailer's license").
2. Clear bags must be used for all purchases of single sales of beer, malt liquor, ale, wine or fortified wine in containers of 70 ounces or less.
3. Ban on Sale/Provision of Other Items:
  - A. "Go-cups":
    - 1) Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
    - 2) Per the Alcoholic Beverage regulations, a "go-cup" is defined as: "a drinking utensil provided at no

Voluntary Agreement between [Name of Establishment] and ANC6A

charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment.”

B. Products associated with illegal drug activity:

- 1) Applicant agrees to not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity.

4. Public Space Cleanliness and Maintenance:

A. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:

- 1) Picking up trash and recycling, including beverage bottles and cans, and all other trash a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m.).
- 2) Maintaining regular trash, garbage, and recycling removal service, regularly removing trash and recycling from the trash and dumpster area, and seeing that the trash and dumpster area remain clean.
- 3) Depositing trash, garbage, and recycling only in rodent-proof dumpsters, and seeing that dumpster covers fit properly and remain fully closed except when trash, recycling, or garbage is being added or removed.
- 4) Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- 5) Assisting in maintenance of the curbs in front of the establishment to keep them free of trash and recycling, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.
- 6) Generally tending to tree boxes directly in front of the subject premises, if any.
- 7) Promptly removing or painting over any graffiti written on the exterior walls of the property.
- 8) Requiring the owner and employees not to park on public space between the building and the curb.
- 9) Not locating trash bins, chairs, tables, or other equipment on public space without a valid space permit.
- 10) Posting a notice kept in good repair and visible from point of entry asking customers not to litter in the neighborhood of the establishment.

5. Signage/Illegal Activity:

A. Applicant will not directly or indirectly, sell or deliver alcohol to any intoxicated person.

B. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:

- 1) The minimum age requirement for purchase of alcohol,
- 2) The obligation of the patron to produce a valid identification document in order to purchase alcohol.

C. Applicant shall make reasonable efforts to prohibit and prevent criminal activity on or in front of the establishment premises, to include:

- 1) Posting a sign kept in good repair requesting customers to not contribute to panhandlers,
- 2) Calling appropriate emergency services if illegal activity is observed,
- 3) Keeping a written record of dates and times (i.e. log) when emergency services were called for assistance. Applicant’s log shall be provided to the ABC Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant’s license.

D. Applicant agrees to post signs kept in good repair in highly visible locations that announce the following:

- 1) Prohibition against selling to minors.
- 2) No panhandling.

E. Applicant agrees that total signage for alcohol and tobacco products in the front window shall be limited to 25% of the total window space available.

F. To the extent such lighting is not present on the exterior of the establishment, Applicant will install and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn consistent with District of Columbia light pollution regulations, 12-K DCMR § 409.

6. Regulations:

In addition to the requirements of this agreement, applicant will operate in compliance with all applicable laws and regulations.

7. Modifications:

This Agreement may be modified and such modification implemented by Applicant only by mutual agreement of the parties in writing and the subsequent approval of the modification by the ABC Board pursuant to DC Official Code § 25-446 or as required by District law.

8. Miscellaneous

- A. Applicant, and all employees of the applicant involved in the sale of alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar.
- B. The licensed establishment will be managed in person by Applicant or a board-licensed manager.
- C. Applicant certified that it does not owe more than \$100 to the District of Columbia government as a result of any fine, penalty, or past due tax for more than six months.
- D. Applicant shall retain a copy of this Settlement Agreement in the establishment and have it available for review upon request.
- E. Applicant is encouraged to participate in a Business Improvement District program if one exists.
- F. Applicant is encouraged to work with ANC 6A, the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair of the ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment to address concerns arising from violations of this agreement.
- G. If any provision of this agreement, or any portion thereof, is held to be invalid or unenforceable, the remainder of the agreement shall nevertheless remain in full force and effect.

9. Enforcement:

- A. If any party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant. The applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default. In cases where the defaulting Party reasonably requires more than ten (10) days to come into compliance, the defaulting Party shall, within ten (10) days, make substantial efforts toward compliance and pursue those efforts until the default is corrected.
- B. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement and fail to come into compliance or make substantial efforts toward compliance as provided by Section 9(A) of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others may immediately petition the Alcohol Beverage Regulatory Administration (ABRA) to investigate violations of this agreement and take appropriate actions per 23 D.C.M.R.
- C. This settlement agreement is binding on the applicant and its successors and will continue in force for any and all subsequent license holders at this location.

**In Witness Whereof**

The parties have affixed hereto their hands and seals.

**Applicant:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Advisory Neighborhood Commission 6A Representative:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Modified February 2021