

Draft 12-16-15

Georgetown Settlement Agreement Template

This agreement is made by and between
[Name of Establishment] (the Applicant)
[ABRA #]
[Address]
The Citizens Association of Georgetown (CAG)
and
Advisory Neighborhood Commission 2E (ANC)
Hereinafter referred to as the "Parties".

Preamble

Through this agreement, the Parties aim to create an environment whereby the Applicant may operate as a viable contributing business to the Georgetown community, while concurrently curtailing any adverse effects a business such as the Applicant's could have on the surrounding neighborhood.

The Applicant agrees to maintain open communication with the ANC, CAG, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. The 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.

Further, the Parties acknowledge that this Template Settlement Agreement shall be presented by the community Parties to all new C/R and D/R applicants within the Georgetown Conditions Area defined herein. The community and merchants have agreed that it is in everyone's best interests to standardize the requirements for the operation of new C/R and D/R establishments within the boundaries of the conditions area. The community and merchants understand and agree that the conditions imposed on operations of new licensees within the Georgetown Conditions Areas set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses. Therefore, the Parties intend, through the implementation of this standardized Settlement Agreement, to create a process that is understandable, predictable and fair. This Template sets forth minimum conditions sought by the community Parties, subject to Sections 9 and 10, which provide for flexibility in appropriate cases.

Agreement

Whereas, Applicant's Establishment is within the Georgetown Conditions Area in ANC 2E; and,

Whereas, the Parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a [C/R or D/R] Liquor License at the subject Establishment; and,

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

Definitions

Applicant is the person or company that applies to hold a liquor license in Georgetown, and is responsible to uphold the terms of this Agreement.

Establishment is the Applicant's place of business for which a liquor license has been applied for or issued.

Georgetown Conditions Area is the geographic area bounded by 36th Street (in Georgetown) and 39th Street (in Burleith) on the west, Whitehaven Parkway on the north, Rock Creek Park on the east, and the Potomac River on the south, excluding properties on the Georgetown University campus.

Georgetown Settlement Agreement Template is the document that contains the minimum terms and conditions that the Georgetown community wants applicants for new liquor licenses in the Georgetown Conditions Area to abide by in exchange for community support for their ABRA license application.

Private Outdoor Space is any privately owned space associated with the Establishment including, but not limited to, sidewalks, alleys, roof decks, side or back yards, patios, summer gardens, and balconies.

Promoter is an individual who is not on Applicant's payroll, or a business entity that is not controlled by Applicant or Applicant's principals or employees.

Sidewalk Café is any public space adjacent to or associated with the Establishment for which a public

space permit is required for occupancy.

The Parties Agree As Follows:

1. Requirements for promoters.
Applicant will not allow any Promoter to operate in the Establishment for drinking or entertainment oriented activities.
2. Requirements for noise:
 - a. Applicant will not create any noise from live entertainment or amplified sound within the Establishment that can be heard outside of the Establishment.
 - b. There shall be no dumping of bottles outside the Establishment between the hours of 10:00 p.m. and 7:00 a.m.
 - c. Requirements for keeping windows and doors shut to mitigate noise may be included in the Agreement.
3. Requirement for closing time.
Applicant agrees to close the Establishment by midnight.
4. Sidewalk Café and Private Outdoor Space:
 - a. There shall be no amplified entertainment associated with any sidewalk café space or private outdoor space operated by the Applicant unless specifically agreed to under a special provision by the ANC and CAG.
 - b. Applicant will not allow any noise to be generated by a sidewalk café or private outdoor space that can be heard from 50' away after 10:00 p.m. on weeknights and 11:00 p.m. on weekend nights, unless specifically agreed to under a special provision by the ANC or CAG.
 - c. All sidewalk cafés and private outdoor spaces shall close each day of the week no later than 11 p.m. weeknights and midnight on weekend nights, unless specifically agreed to under a special provision by the ANC or CAG.
 - d. Applicant will not allow any noise to be generated in a private outdoor space related to the operation of the establishment that can be heard inside a residence.
 - e. There shall be no amplified entertainment with bass that can be heard or felt in any residential property.
5. Public Space Cleanliness and Maintenance:
Applicant will maintain the public space (minimally including the front sidewalk up to and including the gutter in front of the subject Establishment, and the alleyway behind the subject Establishment) adjacent to the Establishment in a clean and litter-free condition by:
 - a. Maintaining regular trash removal service.
 - b. Maintaining a [covered dumpster or other supercans] to be placed [inside or in the rear of the building]. Applicant shall ensure that the surrounding area is kept clean at all times and the [dumpster or supercans] is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
 - c. Ensuring that trash, garbage and cooking oil is properly covered and maintained to prevent both spilling and infiltration from vermin.
 - d. Trash pickup shall not occur between the hours of 10:00 p.m. and 6:00 a.m.
 - e. Picking up the trash, including beverage bottles and cans, and all other trash on the sidewalk and in the gutter a minimum of twice daily (immediately before and after business hours).
 - f. Directing that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness.
 - g. 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.
 - h. Remove snow and/or ice from sidewalks fronting the Establishment (includes sidewalks on the sides of corner buildings) within the time limits set by the District of Columbia for such snow and/or ice removal.
 - i. Promptly remove graffiti written on the exterior walls of the property within 48 hours of graffiti's appearance.
6. Parking/Valet Arrangements.
Any valet service offered by the Applicant, either directly or under contract to a third party, shall only park cars in off-street private parking and not in public spaces.
7. Regulations.
In addition to the requirements of this agreement, Applicant will operate in compliance with all applicable DC laws and regulations.
8. Delivery Hours:
 - a. Applicant will not receive deliveries to the Establishment between the hours of 10:00 p.m. and 6:00 a.m.
 - b. Applicant will not receive deliveries from vehicles parked on a rush hour restricted side of the street during restricted hours.
9. For an Establishment located on property abutting or close to residential property, additional and/or different protective measures may be appropriate.
10. For an Establishment located on a property that would not have an impact on a residential property or is otherwise exceptional, fewer, or less restrictive measures may be appropriate.

11. Participation in the Community

Applicant agrees to maintain open communication with the ANC and CAG and the Georgetown community to deal in good faith with issues under this Settlement Agreement, and is encouraged, from time to time, to send a representative of the Establishment to community meeting(s).

12. Notice and Opportunity to Cure.

- a. 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.
- b. 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 10 days of the date of such notice for minor violations and 30 days for major violations.
- c. 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 ABRA Board pursuant to D.C. Official Code § 25-447.
- d. 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 addresses listed on the signature lines.
- e. Notice shall be deemed given as of the time of receipt or refusal of receipt.
- f. 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 ABRA Board or any other enforcement action.
- g. Notwithstanding the above, any Party may seek immediate enforcement with an ABRA inspector without prior notice for a noise violation of this Agreement.
- h. This Agreement is binding on the Applicant and its assigns.

In Witness Whereof

The Parties have affixed hereto their hands and seals.

Applicant:

By: _____ Date: _____

Notices to Applicant shall be directed to:

Name _____

Address _____

Phone _____

Email _____

Advisory Neighborhood Commission 2E Representative:

By: _____ Date: _____

Name _____

Address _____

Phone _____

Email _____

Citizens Association of Georgetown Representative:

By:

Date: _____

Name _____

Address _____

Phone: _____

Email: _____

new Class C/R (on-premises spirits, beer and wine) and D/R
(on-premises beer and wine) liquor licenses. 4