

AGREEMENT

THIS AGREEMENT (“Agreement”) is made by Miriam’s Cafe, LLC t/a Miriam Cafeteria, a District of Columbia limited liability company, (the “Licensee”) with the “individuals” of the Shepherd Street Block Association (Protestant(s), (as stated on the protest letter).

WHEREAS, Licensee has filed with the District of Columbia Alcoholic Beverage Control Board (the “Board”) a renewal application for license, Class CR, License – Renewal License # ABRA-075536, for a restaurant known as Miriam’s Cafe, operating at 3941 – 14th Street, NW., Washington, DC (the “Renewal Application”).

WHEREAS, the Protestant(s), represents a group of residents and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety and quality of life in the surrounding community; and

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

WHEREAS, the Protestant(s), 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) the peace, order and quiet of the neighborhood and (ii) community safety, and to eliminate the need for a Protest Hearing.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual agreements set forth herein/below, the Parties hereto mutually agree as follows:

1. The Licensee shall operate the establishment at all times in full compliance with all applicable laws of the District of Columbia and the United States of America.
2. Occupancy and safety. The establishment shall not exceed the maximum capacity of persons. This limit shall be prominently posted. The Licensee/Applicant shall ensure that a clear passageway is maintained at all times for the safe egress of occupants in case of fire or other emergency.
3. Hours of Operation. The permitted hours of operation shall be Sunday through Thursday from 11:00 AM until 1:00 AM with no drinks served after 12:30 AM. Further, the permitted hours of operation on Fridays and Saturdays from 11:00 AM until 3:00 AM with no alcoholic beverages (drinks) served after 2:30 AM. Food shall be available until closing times. No change in hours or extension in closing hours shall be made or applied

for without at least thirty (30 days) prior written notice to the Protestant(s) and ABC Board under the established procedures for a substantial change in operation.

Sidewalk Café Hours of Operation. The permitted hours of operation for the sidewalk café shall be Sunday through Thursday 11:00 AM until 12:00 AM. Further, the permitted hours of operation for the sidewalk café shall be on Fridays and Saturdays from 11:00 AM until 1:30 AM.

The Licensee will strictly enforce the underage drinking laws of the District of Columbia by requiring valid official identification showing age and cooperating with ABC inspectors and the police department in enforcing the law.

The Licensee shall have all of its bartenders undergo alcoholic awareness training within 60 days from the date of Board approval of the agreement.

4. **Security.** The Licensee shall provide visible security personnel outside the business main entrance, and near within the sidewalk café Sunday through Thursday from 7:00 PM until 12:00 AM or upon closure of the sidewalk cafe, and on Fridays and Saturdays from 7:00 PM until 1:30 AM or upon closure of the sidewalk cafe. Further, the security personnel shall ensure the safety of patrons, and ensure all noise emanating from the sidewalk café remains at reasonable levels.
5. **Sign - NO LOITERING/QUIET.** The Licensee is agrees to permanently install bilingual "NO LOITERING/QUIET" signage on the front of the establishment. The signage size shall be 12" (1 ft) by 12" (1 ft) and consistent with standard no loitering signage provided by ABRA. The Licensee will affix a no loitering sign to the barriers used to cordon off the sidewalk café. The sign outside of the establishment shall request its patrons to be respectful of residents and to refrain from making noise while standing or waiting outside the establishment. The sign shall be in English and Spanish.
6. **Entertainment.** The Licensee may offer recorded music only that (a) shall be at noise levels that do not violate any noise ordinance or related regulations, and (b) music shall not be heard in any premises other than the licensed establishment. No lines shall be permitted outside the establishment that interferes in any way with the sidewalks within the area of the establishment.

***** Addendum - Entry/Egress Vestibule.*** Licensee agrees to construct a double door entry/egress vestibule to minimize the amount of noise coming from the establishment as patrons enter and exit and is in the process of installing a double entrance to initiate calming/quieting of the sounds/music coming from the establishment. The Licensee agrees the double entrance will be constructed by December 31, 2010, unless the Licensee experiences extenuating circumstances beyond his control.

7. Special Events/Promoters. On occasion, the Licensee may offer live entertainment during special events that (a) shall be at noise levels that do not violate any noise ordinance or related regulations, and (b) music shall not be heard in any premises other than the licensed establishment. The Licensee shall not cede control of its operations to outside promoters for Special Events without prior notification to the community 14 days in advance of the event. The establishment shall notify the community by posting in full view (displayed in window of establishment) notification of any and all Special Events. The signage announcing these events shall be a minimum of 24 inches (2 ft.) x 36 inches (3 ft.). The sign shall be in English and Spanish.
8. Trash Removal/Sanitation. The Licensee shall not permit trash, garbage, or litter to be placed outside the premises in unprotected bags, cans, or containers and shall insure that all trash shall be picked up by a D.C. Licensed Solid Waste Collection service at least twice a week. The Licensee shall ensure that no part of the premises harbors rats or other vermin, and shall notify the ANC if any such harborage in neighboring properties is affecting the Applicant's operations. In accordance with DCMR Title 23(Food Regulations) Section 2206, all food waste (garbage) shall be disposed of via a food waste (garbage) grinder. Those items that cannot be readily ground (such as bones) shall be disposed of in metal container(s) with a tightly fitting lid.
9. ABC Manager On-Duty. An ABC Manager who is conversant with this agreement shall be on duty at all times that the establishment is open. A copy of this agreement (in English and Spanish) shall be available for inspection at all times that the establishment is open.
10. Participation in the Community. Licensee agrees to seek to maintain open communication with the Protestants, and the community for which the ANC 4C-04 and or ANC 4C-05 acts. To this end, Licensee shall from time to time be represented at ANC 4C-04 and/or ANC 4C-05 public meetings, which currently occur on the first _____ of each month at _____ p.m. at the _____, Washington, D.C. 20011. Licensee upon notice from the Protestant(s) shall send a representative of the Establishment to a meeting(s) to confer and/or deal in good faith with issues raised under the Agreement,
11. Communication. The Licensee shall provide a contact phone number for the Advisory Neighborhood Commission and neighbors for the purposes of discussing real-time concerns related to noise concerns emanating from the sidewalk café and business during hours of operation.
12. Notice and Opportunity to Cure. The parties to this Agreement agree to work together to resolve matters of community concern relating to the establishment. 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 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 address. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Miriam's Cafe, Washington, DC. Attn: Licensee/Applicant,
Telephone number, Fax number and email address

If to Protestants: Shepherd Street Block Association, 1400 Shepherd Street, NW,
Washington, DC. Attn: President of Shepherd Street Block
Association, Telephone number, Fax number and email address

To this end, the parties agree that each will notify the other as soon as reasonably possible of any complaint about the establishment and attempt a resolution of such complaint.

13. The parties agree that the above provisions are conditions of the license and any failure of Licensee to adhere to the foregoing commitments would constitute grounds for the Protestant(s) to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5. Prior to so petitioning, however, the Shepherd Street Block Association shall notify the Licensee of any perceived violations and afford Licensee seven (7) calendar days in which to address or rectify the perceived violation.

14. This written agreement constitutes the only agreement between the parties and may be modified only by the written agreement of both parties.

Executed this 25 day of January, 2012.

By:  _____

Miriam Hernandez

Miriam's Cafe/LLC t/a Miriam Cafeteria.

By:  _____

Jorde Hernandez

Miriam's Cafe, LLC t/a Miriam Cafeteria.

PROTESTANTS

By:  _____

Joseph M. Vaughan, ANC 4C05 and Representative of ANC 4C

By:  _____

Staci Terry

By:  _____

Fredia Banks

By:  _____

Simone Dedrick