

SAMPLE VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this ____ day of _____ 2007 by and between _____ t/a _____, License # _____ (“Applicant”), and Advisory Neighborhood Commission _____ (“Protestant”), (collectively, the “Parties”).

W I T N E S S E T H

WHEREAS, Applicant has applied for a License Class ____ for a business establishment (“Establishment”) located at _____, Washington, D.C. (“Premises”);

WHEREAS, Protestant is _____ (name the protesting organization or Group of Five, i.e. Advisory Neighborhood Commission ____), who filed a timely protest (the “Protest”) against the issuance of the Applicant’s license application 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 Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties 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) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

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 will manage and operate a _____ with an emphasis on food, disc jockey and a variety of live entertainment, as noted below. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. ***Hours of Operation and Sales.*** The Applicant’s hours of operation shall be as follows:

Sunday ____ a.m. – ____ a.m.,
Monday through Thursday ____ a.m.– ____ a.m.,
Friday and Saturday ____ a.m. – ____ a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday ___ a.m. – ___ a.m.,

Monday through Thursday ___ a.m.– ___ a.m.,

Friday and Saturday ___ a.m. – ___ a.m.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the _____ floor(s) of the building. The Establishment will have no more than _____ seats and the maximum occupancy of the Establishment shall not exceed _____ patrons.
5. **Parking/Valet Arrangements.** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. [Applicant has entered into and shall retain an agreement with _____ to provide parking for its patrons. A copy of such agreement is appended hereto and incorporated herein. Applicant shall advertise the availability of parking on its website as well as on a valet sign at the entrance to the Establishment. To the extent this contract with _____ terminates for any reason, Applicant shall, within 30 days from termination, enter into a like agreement to provide adequate off-street private parking for its patrons. The Applicant will ensure that no vehicles are parked in the rear of the Establishment such that vehicles are on the abutting property.]
6. **Sidewalk Café.** Applicant plans to provide sidewalk café seating for _____ patrons. Protestant will not object to the _____ seat patron limit; Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness. The sidewalk café shall close each day of the week no later than _____ a.m./p.m.
7. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
8. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
9. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the

Washington, DC
Attn:
(202)
Fax (202)

If to Protestants: Advisory Neighborhood Commission
Address
Washington, DC 20036
Attn:
(202)
Fax (202)

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 ABC Board or any other enforcement action.

14. ***Withdrawal of Protest.*** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

ANC or other Protesting Organization

By: Printed Name

Signature

APPLICANT:

Establishment's Name

By: Printed Name/ Title