

**NEW SETTLEMENT AGREEMENT CONCERNING
ISSUANCE OF LICENSE FOR ALCOHOLIC BEVERAGES**

NEW AGREEMENT, made this _____day of August, 2018, by and between SYMPATYASHKA, LLC, t/a Spacy Cloud (hereinafter “Applicant”), Advisory Neighborhood Commission 1C (hereinafter “ANC 1C”), and the Kalorama Citizens Association (hereinafter “KCA”), witnesseth:

Whereas, Applicant has applied for a class CR license (No.110805) to be located at 2309 18th St. NW, Washington DC,

Whereas, the establishment is located within the boundaries of ANC 1C and the membership area of the KCA,

Whereas, the parties desire to enter into an Agreement whereby applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application, and ANC 1C and KCA will agree to the approval of such license provided that such Agreement is incorporated into the Board’s order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption.

Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with cooked food menu items available at all times. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business.

Applicant agrees that there shall be no events having to do with marijuana or any by-product of marijuana at the establishment.

Additionally, there shall be no use, sale, or consumption of marijuana products, including edibles, at the establishment.

The parties do not intend to prohibit the sale of any items made from industrial hemp.

2. Entertainment Endorsement

Applicant agrees that any live music presented at the establishment shall be complimentary to dining.

Hours for the presentation of live music shall be:

Sunday-Thursday: 6 pm - 10 pm

Friday & Saturday: 6 pm - 12 midnight

Doors and windows shall be closed during presentation of live music.

Live music shall not be heard in other units of 2309 18th Street, NW.

There shall be no other entertainment than live music as described above, nor shall there be a cover charge.

3. Hours of Operation

Inside:

Sunday through Thursday: 8:00 am - 12:30 am
Friday & Saturday: 8:00 am - 2:00 am

Summer Garden and Sidewalk Cafe:

Rear Summer Garden:

Sunday through Thursday: 8:00 am - 10:00 pm
Friday & Saturday: 8:00 am - 11:00 pm

Front Summer Garden and Sidewalk Cafe*:

Sunday through Thursday: 8:00 am - 10:00 pm
Friday & Saturday: 8:00 am - 11:00 pm

*note: The licensed space in front of the establishment is a combination of private and public space.

Applicant agrees to announce last call 40 minutes before closing, serve no alcohol within 30 minutes before closing, and that all alcohol will be cleared and patrons will exit before closing.

It is understood between the parties that the 8:00 am opening time is not a requirement, but may be used at the discretion of the Applicant.

4. Occupancy

Inside occupancy will not exceed the interior seating capacity applied for by Applicant of 60.

Summer Garden occupancy: Rear: 25 seats

Front: 8 seats (Upon approval by the DDOT Public Space Committee.)

5. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

- a.) to prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.
- b.) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
- c.) Applicant agrees not to place outside in the front public space or Summer Garden, or in the rear Summer Garden, any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space or Summer Gardens.
- d.) Sound from inside will not be audible in residential housing units.

6. Trash/Garbage/Rodents

- a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Applicant shall deposit

trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.

b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 pm and 8:00 am.

c.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

d.) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

7. Exterior including public space

a.) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

b.) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

8. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events.

10. Consideration of Neighbors

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 pm to 8:00 am.

11. Modification

This Agreement can be modified only the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

