

	Advisory Neighborhood Commission 6D	25 M Street , SW • Washington, DC 20024 202 554-1795 (O) 202-554-1774 (F)
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## **VOLUNTARY AGREEMENT**

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 25th day of March 2008 by and between the **The Capital Yacht Club** trading as **Capital Yacht Club** (“Applicant” or “Licensee”), and **Advisory Neighborhood Commission 6D** (ANC), (collectively, the “Parties”).

### W I T N E S S E T H

WHEREAS, Applicant has applied for a License Class CX-01 for a business establishment (“Establishment”) located at 1000 Water Street, SW 1st Floor, Washington, DC 20024 (“Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) affix this agreement to the Applicant’s license; 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.

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 **CX-01** establishment which provides liquor to members and guests. 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, Consumption and Service.*** The Applicant’s hours of operation shall be as follows:

Sunday 10 a.m. – 2 a.m.,  
 Monday through Saturday 8 a.m. – 2 a.m.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the **1st floor** of the building. The Establishment will have no more than 150 seats with a maximum occupancy of 150 persons.
5. ***Parking/Valet Arrangements.*** It is a principal concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries.
6. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725.
7. ***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. 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.
8. ***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 request of the ANC. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** The ANC is concerned that the capacity sought by the Applicant for the Premises will pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant will keep a written log of all calls for service when the establishment appropriately asks for assistance from MPD, and the Applicant will inform the ANC in writing and by email within a 72-hour period of any such calls.
10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to the ANC that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the ANC and/or its Alcohol Beverage Licensing Committee, and the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6D public meetings, which currently occur on the second Monday of

each month at 7:00 p.m. at the St. Augustine's Church, Washington, D.C. 20024. Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement.

12. ***Notice and Opportunity to Cure.*** 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 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 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 addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant:           The Capital Yacht Club  
1000 Water Street, SW, 1st Floor  
Washington, DC 20024  
(202) 488-8110  
Fax (202) 488-1429

If to ANC:                   Advisory Neighborhood Commission 6D  
Address: 25 M St. SW  
Washington, DC 20024  
Attn: Max Skolnik, Commissioner 6D01  
(202) 554-1795  
Fax (202) 554-1774

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. ***Attachment to license.*** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, this agreement will become a part of the establishment's license on file with the ABC Board.

**FOR THE COMMUNITY:**

ANC 6D

Max Skolnik, Commissioner ANC 6D01

Max Skolnik

By: Printed Name

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Signature

**APPLICANT:**

Capital Yacht Club

Establishment's Name

Deeanna L. Burleson, Vice Commodore

By: Printed Name/ Title

/s/ Deanna L. Burleson, Vice Commodore

Signature