

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

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| |) | |
| Vie de France Yamazaki, Inc. |) | |
| t/a Vie de France |) | |
| |) | |
| Application for a Substantial Change |) | License No. 17235 |
| To its Retailers Class "CR" License |) | Order No. 2008-211 |
| at premises |) | |
| |) | |
| 600 Maryland Ave., S.W. |) | |
| Washington, D.C. |) | |
| <hr/> |) | |

Vie de France Yamazaki, Inc. t/a Vie de France, Applicant

Roger Moffatt, Chairperson, and Max Skolnik, Commissioner, on behalf of Advisory Neighborhood Commission 6D

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that the Applicant, Vie de France Yamazaki, Inc. t/a Vie de France, located at 600 Maryland Avenue S.W., Washington D.C., and Roger Moffatt, Chairperson, and Max Skolnik, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 6D, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated April 14, 2008 setting forth the terms and conditions by which the Applicant would operate its establishment. The Applicant has filed an Application for a Substantial Change and an Entertainment Endorsement to its Class "CR" license seeking to modify its hours for the operation of the establishment, for the sale and service of alcoholic beverages and for the provision of live entertainment. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioners Smith and Spalding are signatories to the Agreement.

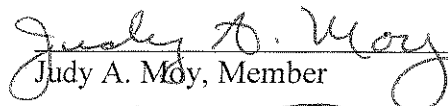
Vie de France Yamazaki, Inc.
t/a Vie de France
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Accordingly, it is this 5th day of June 2008, **ORDERED** that:

1. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
2. The Application of Vie de France Yamazaki, Inc. t/a Vie de France, 600 Maryland Avenue, S.W., Washington, D.C., for a Substantial Change and an Entertainment Endorsement to its Retailer's Class "CR" license, is **APPROVED**;
3. Copies of this Order shall be sent to the Applicant and to ANC 6D.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, Member


Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

ABKA

Voluntary Agreement between Vie de France Yamazaki, Inc., 600 Maryland Avenue, S. W., T/A
Vie de France and ANC6D



PO Box 71156 • Washington, DC 20024-9998
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 14th day of April 2008 by and between Vie de France Yamazaki, Inc. t/a Vie de France (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant, in possession of License Class CR 02, is applying for a modification of hours of operation and the addition of an entertainment endorsement, for a business establishment (“Establishment”) located at 600 Maryland Avenue, SW, Washington, D.C. (“Premises”);

WHEREAS, Protestant is Advisory Neighborhood Commission 6D, which 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 restaurant with an emphasis on food. Live entertainment will be provided. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to the surrounding community 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 6 a.m. to 8 p.m.,
Monday and Tuesday 6 a.m. to 12 midnight (m),
Wednesday and Thursday 6 a.m. to 2 a.m., and
Friday and Saturday 6 a.m. to 3 a.m.

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

Sunday, 12 n. to 8 p.m.
Monday and Tuesday, 11 a.m. to 12 m.
Wednesday and Thursday, 11 a.m. to 2 a.m., and
Friday and Saturday, 11 a.m. to 3 a.m.

The Applicant's hours of live entertainment shall be as follows:

Wednesday and Thursday, 5 p.m. to 2 a.m., and
Friday, and Saturday, 5 p.m. to 2 a.m.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the first floor of the building. The Establishment consists of three (3) separate spaces: (1) the space containing the carryout, dining room, and bar area; (2) the (indoor) atrium area; and the (3) outdoor courtyard patio area. The Establishment will have no more than 440 seats total in these three areas, and the maximum total occupancy of the Establishment shall not exceed 500 patrons. Applicant agrees that it shall not seek to expand the capacity of the establishment without amendment of this Agreement.
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. The applicant indicates that free street parking is available after 6:30 p.m. and all day on week-ends. Parking is available in the building's garage Monday to Friday to 10:00 p.m. weekdays. The establishment is located at a subway and bus stop.
6. ***Courtyard Café.*** Applicant will not provide alcoholic beverage service at its courtyard café unless or until this agreement is modified. Applicant will direct that its employees inspect the courtyard café at least once each hour to ensure its cleanliness. The hours of food service to patrons in the courtyard café shall be the same as the hours of operation of the establishment indicated in paragraph 3, above.
7. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within adjacent or nearby premises. 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 areas in the immediate environs of the premises are kept free of litter and debris in compliance with D.C. Code and Municipal Regulations. "Immediate environs" is defined by ABC Regulations as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business." Applicant shall monitor these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to utilize a dumpster placed in an area near 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 request of the Protestants. 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.
10. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Protestants are concerned that the capacity sought by the Applicant for the Premises does not pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; 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. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along. For all private parties, applicant will arrange for security detail, consisting of off-duty police if at all possible, paid for by the sponsor or host of the private party.
11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants 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.

Voluntary Agreement between Vie de France Yamazaki, Inc., 600 Maryland Avenue, S. W., T/A
Vie de France and ANC6D

12. ***Use of Public Space.*** The applicant will not make use of public space without first notifying the Alcohol Beverage Control Committee of the ANC6D or appearing before the ANC monthly business meeting to obtain consent and approval for such use. The rules and regulations of the Emergency Management Agency shall be followed regarding use of public space, and the gathering and attesting to the legally required number of signatures necessary for a public space permit. The signature list shall be presented to the ANC6D a minimum of 5 business days prior to submission to the Emergency Management Agency and the applicant shall provide to the ANC6D a copy of such a permit by postal mail at least ten days prior to any use of public space.
13. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC6D public meetings, which currently occur on the first Monday of each month (with the exception of August when there is no meeting, and October when the meeting is on the third Monday) at 7 p.m. at the St. Augustine's Episcopal Church, 6th Street and Maine Avenue, S. W., 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,
14. ***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: Vie de France
 Vie de France Yamazaki, Inc.
 2070 Chain Bridge Road, Suite 500
 Vienna, VA 22182
 Attn: Thomas J. Rowe, Vice President, Finance and
 Administration
 703-442-9205, x620
 Fax (703) 821-2695

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Vie de France and ANC6D

If to Protestants: Advisory Neighborhood Commission 6D
P. O. Box 71156
Washington, DC 20024-9998
Attn: Chair
(202) 554-1795
Fax (202) 554-1774

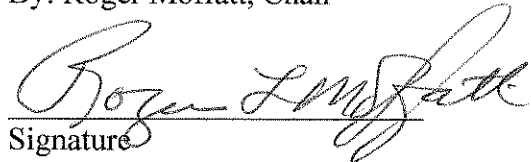
Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

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

PROTESTANT:

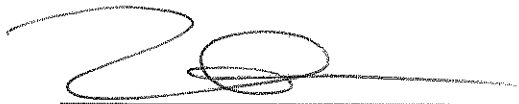
ANC6D

By: Roger Moffatt, Chair


Signature

ANC6D-01

By: Max Skolnik


Signature

APPLICANT:

Vie de France Yamazaki, Inc.

By: Thomas J. Rowe, Vice President, Finance and Administration


Signature