



**\* \* \* Advisory Neighborhood  
Commission 6D**

**Memorandum of Understanding**

By and between Advisory Neighborhood Commission 6D and Zanzibar on the Waterfront

In an effort to eliminate the concerns of Advisory Neighborhood Commission 6D (ANC6D) regarding how Zanzibar on the Waterfront, LLC (Zanzibar) operates its business, Zanzibar agrees to the following:

1. **LITTER AND CLEANLINESS** - We will take reasonable measures to ensure that the premises we use to conduct our business are kept free of litter and debris, including but not limited to bottles, posters and flyers. Although we sometimes distribute promotional material within our premises, we agree not to distribute or affix, or cause to be distributed or affixed by anybody we employ or by promoters we work with, any handbills, posters, flyers or other Zanzibar promotional materials outside our premises within a half-mile radius of where we are located.
2. **NOISE** - We will ensure that any live or recorded music produced by our establishment does not exceed the legal noise decibel level outside our premises that is permitted for property with W-1 Waterfront zoning. We will ensure that our rear doors are closed at all times, except when opened to allow access or exit, to prevent noise from disrupting our neighbors. We will not use music or sound systems on a regular basis in the rear of our premises in an effort to not disturb the marina residents. We will obtain all proper permits before installing a music or sound system for special events that amplifies noise in public space outside our premises. On the nights we operate, we will end any live music on our patios and decks by 10:00 p.m. on Fridays and Saturdays and 9:00 p.m. on Sunday through Thursday.
3. **USE OF PUBLIC SPACE** - We will notify the ANC6D within 72 hours of filing a "one-day substantial change application" to use public space in our community for a street festival or other special event. The notification will include an event description, the date and time of the event and expected attendance.
4. **NOTIFICATION PROCEDURES** - We will notify the ANC by sending an e-mail or written correspondence to the ANC-6D01 Commissioner, the ANC6D Chairperson and the ANC6D office.

We are entering into this Memorandum of Understanding as a gesture of good faith and our commitment to our community. **However, this memorandum shall not be construed or considered to be a formal "voluntary agreement" with the ANC which is attached to and made part of our alcoholic beverage license.** While this memorandum may be submitted to the District of Columbia Alcohol Beverage Regulation Administration (ABRA) for filing purposes, it is not to be a condition of our liquor license renewal application. We enter into this memorandum with the understanding that ANC- 6D01 will withdraw its protest to the renewal of our liquor license application upon agreeing to this document. Please confirm your consent to the points addressed in this Memorandum of Understanding by signing in the signature block below and returning it to the undersigned as promptly as practical.

Zanzibar on the Waterfront, LLC

Consented to on behalf of ANC-6D01

2005

By \_\_\_\_\_  
John H. Christian, General Manager

By: \_\_\_\_\_  
Max Skolnik, ANC6D01 Commissioner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Andy Litsky, ANC6D Chairperson

Date: \_\_\_\_\_