

THE ODEN FIRM, P.C.

ATTORNEYS AT LAW
1601 18TH STREET, NW
SUITE ONE
WASHINGTON, DC 20009

ALLYSON R. MARTINEZ
LAW CLERK

TEL: 202-299-9500
FAX: 202-299-9696
EMAIL: LEGALSTAFF@ODENFIRM.COM

November 22, 2004

VIA FIRST CLASS MAIL

Commissioner Joseph Fengler
815 F Street, NE
Washington, DC 20002

Re: Rose's Dream, Inc.: Cooperative Agreement

Dear Commissioner Fengler:

Per your request, enclosed please find a copy of the executed Class "CT" Liquor License Cooperative Agreement, entered by and between Veronica Roberts, on behalf of Rose's Dream Inc. and the Advisory Neighborhood Council 6A, on June 21st, 2004.

Should you have any further questions regarding this matter, please contact our offices at your earliest convenience.

Sincerely,



Allyson Martinez
Law Clerk
The Oden Firm, P.C.

ARM/

Class "CT" Liquor License Cooperative Agreement

Made this 21st day of June, 2004, by and between

Rose's Dream, Inc., (Rose's Dream Bar & Lounge)

1370 H Street NE
Washington, DC 20002
("Applicant")

and

Advisory Neighborhood Commission 6A

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the H Street NE corridor, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood.

Further, the applicant agrees to work regularly with the ANC for 6A, its committees, neighborhood associations, H Street Main Street, its neighbors, and area residents to ensure the business operations do not adversely affect the surrounding neighborhood.

All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operation of the business establishment.

Witnesseth

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class "CT" Liquor License at the subject premises; and,

Whereas, the parties wish to state their mutual intention and commitment to promote the success, peace, order, and quiet of the 1300 block of H Street NE. Both parties recognize the importance of commercial districts and their adjacent neighborhoods that are safe, clean, and "pedestrian friendly."

The Parties Agree As Follows:

1. Public Space Cleanliness and Maintenance. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
 - 1) Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (immediately before business hours and once between 5:00 p.m. and 8:00 p.m.).

Class "CT" Liquor License Cooperative Agreement

- 2) Maintaining regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain 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.
 - 3) Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
 - 4) Assisting in maintenance of the curb in front of the establishment to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulation in these respects.
 - 5) Planting, watering, and generally tending to tree boxes (in accordance with H Street Main Street guidelines) directly in front of the subject premises, if any.
 - 6) Promptly removing or painting over any graffiti written on the exterior walls of the property.
2. Business Improvement District:
- A. Applicant and/or landlord will be an active participant in an effort to bring a Business Improvement District (BID) program to the H Street NE corridor.
 - B. Applicant and/or landlord will support and financially contribute to any BID implemented on the H Street NE corridor.
3. Rowdiness / Loitering / Illegal Activity:
- A. The applicant agrees to ensure that no patron brings alcohol into the establishment from outside sources, and at no time exits the establishment with alcoholic beverages.
 - B. The applicant will not sell or deliver to any intoxicated person, or to any person of notoriously intemperate habits or to any person who appears to be intoxicated.
 - C. The applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to loud, rowdy, and/or inebriated persons.
 - D. The applicant will not provide sell alcoholic beverages "to go."
 - E. The applicant shall make every effort to prohibit and prevent loitering in front of the establishment, to include:
 - 1) Posting a sign inside the establishment requesting customers not to contribute to panhandlers;
 - 2) Asking loiterers to move on whenever they are observed outside the establishment;
 - 3) Calling the Metropolitan Police Department (MPD) to remove loiters if they refuse Applicant's request to move on
 - 4) Keeping a written record of dates and times when the MPD was called for assistance.
 - F. The applicant agree not to promote or participate in bar or pub "crawls" or "tours", or any other event of this nature.
 - G. The applicant agrees to post signs in highly visible locations that announce the following:
 - 1) Proper ID required (proof of age 21 minimum to be served and assurances that ID's will be checked at all times prior to serving alcoholic beverages to patrons.
 - 2) Prohibition against selling alcohol to minors and against illegal drug use.
 - 3) Request to patrons to not litter, loiter, or make excessive noise in the neighborhood as they arrive or depart.
4. Music / Dancing:
- A. Applicant agrees to ensure that sounds originating from within the establishment are not heard by residents in the surrounding neighborhood. As part of the effort to accomplish this,

Class "CT" Liquor License Cooperative Agreement

the applicant agrees to not leave doors propped open during business hours. In addition, the applicant agrees to keep the sound system at reasonable levels of volume and bass, and reduce even further these levels when necessary to ensure the peace and quiet of the neighborhood.

- B. Applicant agrees that all windows will be closed at all times when music is being played within the subject premises, unless the volume of said music is so low, with the windows open, as to not be heard by anyone standing on the sidewalk in front of the premises on H Street NE.
 - C. Applicant agrees not to use cover charges (a charge at the door which covers the cost of one or more drinks, which are provided to the patron upon entry), or charge for admission (charges to gain entrance to the establishment, without benefit of additional services/product in return for the fee).
5. Reporting to ANC 6A:
- A. The applicant agrees to work with the Single-Member District ANC Commissioner whose boundaries the establishment is located, on resolving issues preventing the applicant from fulfilling its obligations under this cooperative agreement.
6. Modifications:
- A. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC6A, if applicant desires to modify the terms of this agreement, the applicant, prior to implementing the change(s), shall receive written agreement from ANC6A after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.
7. Regulations:
- A. In addition to the foregoing, applicant will operate in compliance with all applicable laws and regulations.
8. Miscellaneous:
- A. The applicant shall deny support of the installation of pay phones around the establishment (externally).
 - B. The applicant agrees to provide support to a community organization of its choice whose mission is to alleviate/prevent alcohol abuse. This can be accomplished through volunteering time, contributions of food and/or financial assistance, or other similar actions.
 - C. The applicant, and all employees of the applicant shall attend and complete an alcoholic beverage server training course/seminar.
 - D. The applicant agrees to not post any alcoholic beverage signage (promotions) in the windows (i.e. "Bud Light" signs, "Bacardi" signs, or other signs/posters that identify brand(s) of alcohol.).
 - E. The applicant certifies that it does not owe more than \$100 to the District of Columbia government as the result of any fine, fee or penalty interest or past due tax.
9. Enforcement:
- A. If either party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.

Class "CT" Liquor License Cooperative Agreement

- B. The applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.
- C. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Veronica Roberts

Date: 6-21-04

Signature: Veronica Roberts

ABC Board-Licensed Manager:

By: _____

Date: _____

Signature: _____

Advisory Neighborhood Council 6A Representative:

By: Joseph Fengler, Chair ANC 6A

Date: 7/8/04

Signature: Joseph Fengler