

**ANC 6A Class CT, CR and CN Liquor License Cooperative Agreement**

Made this 16 day of December, 2004, by and between

Joe Englert  
The Showbar  
1210 ~~1206~~ H Street, **1210 H Street, NE**  
Washington, DC 20002

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 ANC 6A community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood. This agreement applies to following class of liquor licenses: CT (Tavern), CR (Restaurant) and CN (Nightclub)

The applicant agrees to work regularly with the ANC 6A, neighborhood associations, and 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.

Further, ANC 6A acknowledges that this Cooperative Agreement shall be presented to all Class CT, CR and CN applicants within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants have agreed that it is in all the parties' best interests to standardize the requirements for the operation of tavern, restaurants and nightclub establishments within the boundaries of ANC 6A. The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses.

**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 recognize the importance of that commercial districts provide safe, clean and pedestrian friendly environments for the adjacent neighborhoods,

**The Parties Agree As Follows:**

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1. The applicant will amend his current application for a CN Liquor License to a CT Liquor License at this location. If amendment is not accepted by the ABC Licensing Board, applicant will apply for a new CT Liquor License instead of the current CN Liquor License.
2. 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:
  - a. 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.).
  - b. Maintaining regular trash garbage removal service prior to 8PM, 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.
  - c. 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.
  - d. 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.
  - e. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
  - f. Promptly removing or painting over any graffiti written on the exterior walls of the property.
3. 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.
4. Business Operations and Practices:
  - a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as:
    - 1) Any person arrested or cited for alcohol-related offences by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year; and
    - 2) Who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.
  - b. The applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to loud, rowdy, and/or unruly persons.
  - c. 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.
  - d. The applicant will not provide sell alcoholic beverages “to go.”
  - e. Applicant agrees not to promote or participate in bar or pub “crawls” or “tours”, or any other event of this nature.
  - f. The licensed establishment will be managed by the applicant in person or a board licensed manager.
  - g. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
  - h. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:

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- 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.
  - 3) Request to patrons to not litter, loiter, or make excessive noise in the neighborhood as they arrive or depart.
  - 4) Warning: Drinking alcoholic beverages during pregnancy can cause birth defects.
  - 5) Request that customers do not contribute to panhandlers.
- i. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
    - 1) Asking loiterers to move on whenever they are observed outside the establishment,
    - 2) Calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on,
    - 3) Calling the Metropolitan Police Department if illegal activity is observed,
    - 4) Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance.
    - 5) Applicant's log shall be provided to the Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.
  - j. Applicant agrees to not post any alcoholic beverage signage (promotions) in the windows (i.e., signs/posters that identify brand(s) of alcohol.).
  - k. Applicant shall deny support of the installation of pay phones around the establishment (externally).
  - l. To the extent such lighting is not present on the exterior of the establishment, the Applicant will install and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
  - m. Applicant will serve both alcoholic beverages and food and keep its food serving facilities open until two (2) hours prior to closing.
  - n. Applicant agrees to give employment preference to qualified neighborhood residents.
5. Music / Dancing / Entertainment:
- a. Applicant agrees to ensure that sounds originating from within the establishment are not heard by residents in the surrounding neighborhood and that adequate sound proofing is installed. As part of the effort to accomplish this, 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 to end playing of music at 11PM on weekdays and 1AM on weekends.
  - d. Applicant may offer entertainment, but can not offer entertainment that has nude performances. The size of the dance floor for patrons in a tavern may not exceed one hundred and forty (140) square feet.
  - e. Applicant may provide music and dancing facilities for patrons, employees and entertainers, but can not offer "sexually oriented" entertainment (as defined below) or entertainment that has nude performances.
    - i. Nude performance is defined as dancing or other entertainment by a person whose genitals, pubic region, or buttocks are less than completely and opaquely covered and, in the case of a female, whose breasts are less than completely and opaquely covered below a point immediately above the top of the areola.

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ii. Sexually oriented performance or entertainment is defined (per 11 DCMR 744) as acts of human masturbation, sexual intercourse, sexual stimulation or arousal, sodomy, or bestiality; and fondling or other erotic touching of human genitals, pubic region, buttock, or breast.

6. Cooperation with ANC 6A. 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.

7. Modifications. 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.

8. Miscellaneous:

- a. 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.
- b. Applicant shall receive, at their request and at no cost, a sign to post within their establishment (provided by the ANC 6A) that outlines the primary points of this agreement
- c. Applicant will operate in compliance with all applicable laws and regulations.

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.
- 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: Joseph A. Englert Date: 12/05/04

Signature: JA Englert

**Advisory Neighborhood Council 6A Representative:**

By: Joseph Fengler Date: 12/17/04

Signature: Joseph Fengler

**ANC 6A Class CT, CR and CN Liquor License Cooperative Agreement**

**ABC Board-Licensed Manager:**

By: Joseph A. Englert Date: 12/15/04

Signature: 