

SETTLEMENT AGREEMENT

This Settlement Agreement is made on this 15 day of June, 2015, by and between Alamac, Inc. t/a The River Inn / Dish ("the Licensee") and Advisory Neighborhood Commission 2A ("the ANC").

WITNESSETH

WHEREAS, the Licensee's application for a sidewalk café endorsement to its Class CH Alcoholic Beverage Control (ABC) license for premises 924 25th Street, NW is pending before the District of Columbia ABC Board; and,

WHEREAS, said premises is within the jurisdictional boundaries of the ANC and the ANC has protested this application; and

WHEREAS, the parties desire to enter into this Settlement Agreement in order to reflect their understandings regarding certain aspects of the Licensee's operations;¹

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the parties agree as follows:

1. Maximum Seating

The sidewalk café seating shall not exceed twenty-eight (28) or any lesser number as indicated on the Public Space Permit. Licensee shall not configure seating to exceed 8 seats with tables conjoined.

2. Hours & Dates of Operation

The hours of operation and sales of alcoholic beverages on the sidewalk café shall be as indicated on the Public Space Permit; however those hours of operations and sales shall not exceed the hours as follow:

Sunday through Thursday: 11:00am to 9:00pm; and
Friday and Saturday: 11:00am to 10:00pm

¹ ANC 2A believes this proposed sidewalk cafe is prohibited by Title 11 DC Municipal Regulations, Chapter 3, sections 351.2 and 350.4 (c) (Zoning Regulations). However, due to the zoning administrator's letter of November 24, 2014, stating that the Zoning Regulations do not prohibit a sidewalk café, the ANC has elected to participate in this ABRA settlement agreement so as to proactively advance community interest until such time as the Board of Zoning Adjustment (BZA) can issue a judgement relative to ANC2A's appeal of the process and findings pertaining to the above referenced letter.

After the conclusion of nightly service on the sidewalk café, Licensee agrees to stack and secure chairs and tables, either on the sidewalk café or inside the premises, in a manner to reasonably prevent after hours use of the sidewalk café furniture.

The sidewalk café may operate seasonally from March 01 through November 25 (or as otherwise limited by the Public Space Permit). At the conclusion of the sidewalk café season, aforementioned, Licensee will cease food and beverage service on the sidewalk café. However, Licensee may retain up to three (3) tables and twelve (12) seats on the sidewalk café for hotel guests' use (for consumption of non-alcoholic beverages brought from inside the premises) during the hours authorized in Section 2 herein. After the conclusion of seasonal service on the sidewalk café, all other furniture is to be removed from the sidewalk café and stored either inside the premises or off site.

3. Furniture, Signage & Patron Seating

The sidewalk café furniture shall be consistent with that furniture approved as part of the Public Space Permit. Sandwich board signs and A-frame signs are not permitted. Signage on umbrellas, including third party signage, is not permitted. Patrons and guests desiring to sit at the sidewalk café are to wait to be seated inside the Licensee's lobby until the host directs them to their table. Licensee is permitted to use table tents on sidewalk café tables to inform guests to enter the hotel premises to be assigned seating on the sidewalk café.

4. Public Way

The operations of the sidewalk café shall not obstruct the pedestrian walkway (the brick walkway nearest the street curb) or passage to the entrances or exits of the premises or to those of its neighboring structures.

5. Music & Entertainment

Licensee shall not offer entertainment or recorded music on the sidewalk café. This prohibition shall include any television or monitors and any system for music production and amplification. Licensee shall take all reasonable actions to minimize noise generated from the sidewalk café. The sculpture currently on the sidewalk café shall be moved to the south side of the sidewalk café nearest to the neighboring residence for noise abatement purposes (to the extent that it is practicable). The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed inside the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

6. Trash Pick Up & Parking

To maintain peace, order, and quiet of the surrounding neighborhood, Licensee shall contract with refuse collection service that they do not pick up refuse prior to 8:00am. Licensee shall take reasonable efforts to ensure that guests, patrons and employees use only the parking spaces designated for the Licensee's establishment. Licensee shall take reasonable efforts to discourage guests, patrons and employees from parking in spaces designated for neighboring buildings in Queen Annes Lane NW and in Hughes Mews Street NW. These efforts may include having appropriate staff members

remind guests, patrons and employees, who are not using the Licensee-provided valet service, that parking is prohibited in Queen Annes Lane NW and in Hughes Mews Street NW.

7. Licensee Point of Contact

The ANC acknowledges having received the contact information for the Licensee's management team, including the General Manager. Licensee will provide the ANC with new contact information for successive management staff, including the General Manager. The ANC is encouraged to contact the Licensee or the General Manager directly regarding complaints related to this Agreement including, but not limited to, complaints of noise, parking congestion, traffic congestion, trash, or rodents.

8. Notice & Opportunity to Cure

In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have ten (10) days from the receipt of notice to cure the alleged breach. If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than ten (10) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Licensee: Joe Giannino, General Manager
Alamac, Inc. c/o The River Inn
924 25th Street, NW
Washington, DC 20037

With CC to: Aaron Katz, President
Modus Hotels
1600 L Street, NW, Suite 600
Washington, DC 20036

If to the ANC: Patrick Kennedy, Chairman
Advisory Neighborhood Commission 2A
2020 Pennsylvania Avenue, NW #293
Washington, DC 20006
2A01@anc.dc.gov

Either party may change its notice address or alert each other to successors of the above-identified individuals by written notice to the other. 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.

9. Incorporation of Settlement Agreement

The Licensee acknowledges that the ANC is relying on the foregoing commitments and will withdraw the protest which heretofore has been filed with the ABC Board. The parties jointly request that this Agreement be incorporated into the ABC Board's order approving the pending sidewalk café endorsement application.

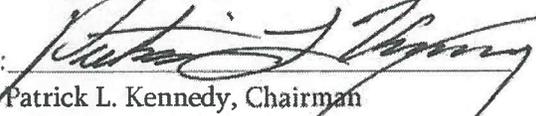
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ALAMAC, INC.

By: _____
Conrad Cafritz, President

Adam Katz
President/CEO Potomac Hospitality Services, Inc
dba Madus Hotels
for Conrad Cafritz Manager of
Alamac, Inc.

ADVISORY NEIGHBORHOOD COMMISSION 2A

By: 
Patrick L. Kennedy, Chairman

6/12/2015