

# AGREEMENT

Made this 15<sup>th</sup> day of April 2002 by and between Charles t. Chang, Inc., T/A CHARLIE CHIANG'S RESTAURANT (the "applicant") and ADVISORY NEIGHBORHOOD COMMISSION 3F, North Cleveland Park and Forest Hills (the "ANC" or "ANC 3F").

## WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverage Regulation Administration ("ABRA") Board is Applicant's application for reissuance of a Retailer's Class "CR" liquor license for the premises known as 4250 Connecticut Avenue, N.W., Application Number 24996; and

WHEREAS, both Applicant and the ANC (the "parties") desire to enter into an agreement commemorating certain understandings regarding Applicant's operating plans;

NOW, THEREFORE, in consideration of the premises recited, and the mutual covenants and promises set forth below, the ANC recommends to the ABRA Board no-objection to the reissuance of the license:

1. Applicant shall operate a bona fide restaurant on its premises.
2. The restaurant shall have a maximum of 148 seats inside for the exclusive use of dining patrons. Alcoholic beverages will be served in conjunction with full meal service.
3. The bar/lounge shall have a maximum of 10 seats for the primary use of patrons waiting for dining service, patrons waiting to be joined by other patrons and patrons waiting for carryout food service.
4. Applicant's hours of operation will be 11 a.m. to 10:30 p.m., Sunday through Thursday, and 11 a.m. to 11 p.m., Friday and Saturday.
5. Applicant shall offer food service to its patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant. Applicant will not provide take-out alcoholic beverages.
6. Applicant offers take-out and delivery food service.
7. Applicant shall present no form of live entertainment. Applicant shall be permitted to present recorded music inside the restaurant as soft background music for dining; provided, however, that no doors to the exterior of the restaurant shall be propped open at any time when music is being played in the restaurant. Applicant shall permit no form of dancing.
8. Applicant shall not install or utilize any equipment for the showing of videos or video games or juke boxes.
9. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than the sign permitted by zoning above its establishment. Applicant will post no signs advertising liquor sales, happy hours, or the like.
10. Applicant will care for the public spaces that border the restaurant on Connecticut Avenue, including provision of suitable plantings.
11. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Applicant shall ensure that its trash is removed in a timely manner. Applicant shall ensure that its trash receptacle(s) remain closed and free of vermin at all times. Applicant will limit noise after closing when disposing of trash and bottles in the receptacles.

- 12. Applicant shall instruct all of its vendors, and shall itself remain vigilant to ensure that delivery and trash trucks shall not block any access to any other loading dock, driveway or entrance, and in deference to the residential community, applicant shall endeavor not to allow any delivery vehicles to use loud horns or make deliveries before 8:00 am., Monday through Friday, nor prior to 9:00 a.m. Saturday and Sunday. Applicant shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odors.
- 13. Applicant shall comply with §5(d)(3) of the D.C. Noise Control Act as it applies to businesses next to residential neighborhoods and ensure that noise from all mechanical equipment (air-conditioning, refrigerator, heat pump, fan, or other mechanical equipment regardless of location) shall be prohibited in excess of sixty (60) dB (A) when measured at the property line or as close to the property line as practical if there is an obstruction.
- 14. An ABRA licensed manager, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation.
- 15. Any and all contemplated changes to Applicant's operation, as set forth herein or otherwise, will be brought to the attention of the ANC prior to implementation, and only after ANC and, when required by rules and regulations, ABRA Board approval.
- 16. In consideration or, and in reliance upon, the commitments reflected in paragraphs 1 through 16 above, the ANC will advise the ABRA Board that it does not oppose Applicant's pending renewal application for a Retailer's Class "CR" license.
- 17. The parties further agree that any failure of Applicant to adhere to the foregoing commitments will constitute grounds for the ANC to petition the ABRA Board for issuance of an order to show cause to gain the Applicant's compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals.

APPLICANT, CHARLES t. CHANG, INC.,  
T/A Charlie Chang's Restaurant

By:   
(Signature)

Name: CHEN, NING  
(Print)

Title: Manager

ADVISORY NEIGHBORHOOD  
COMMISSION-3F

By:   
Phil Kogan

Title: Chairman (Acting), ANC 3F