

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

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In the Matter of:)	
)	
Barracks Row Entertainment, LLC)	
t/a Lola's)	
)	
Application for a New)	License No. 79676
Retailer's Class CT License)	Order No. 2008-309
at premises)	
)	
711 8th Street S.E.)	
Washington, D.C. 20003)	
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Barrack's Row Entertainment, LLC t/a Lola's, Applicant

Julie Olson, Chairperson, Advisory Neighborhood Commission 6B

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Barrack's Row Entertainment LLC, t/a Lola's, (Licensee) of a new Retailer's Class CT license with a Sidewalk Café located at 711 8th Street S.E., Washington D.C., and Julie Olson, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated July 16, 2008 setting forth the terms and conditions that govern the operation of the Licensee's establishment.

The Agreement prohibits live music and limits the use of a Disc Jockey to two weekends a month. The hours of operation are from 10:00 a.m. to 2:00 a.m., Sunday through Thursday and 10:00 a.m. to 3:00 a.m., Friday and Saturday. The Sidewalk Café is limited to 12 patrons. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Olson are signatories to the Agreement.

Barrack's Row Entertainment, LLC
t/a Lola's
License No. 79676
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Accordingly, it is this 5th day of December 2008, **ORDERED** that:

1. The above-referenced Voluntary Agreement between Barrack's Row Entertainment, LLC t/a Lola's located at 711 8th Street, S.E., Washington, D.C., and ANC 6B to govern the operations of the Licensee's establishment is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Licensee and to ANC 6B.

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson

Mital M. Gandhi, Member



Nick Alberti, Member

Charles Brodsky, Member



Donald Brooks, Member

Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY (COOPERATIVE) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 16th day of July 2008 by and between Barracks Row Entertainment, LLC, t/a Lola's ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for issuance of a Retailers' Class "CT" license with an entertainment endorsement for premises, 711 8th Street, S.E. Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "CT" Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate a CT license. There will be no amplified live music or live entertainment on the premises. Music will not be audible outside of the premises. Private functions with a disc jockey will be limited to approximately two (2) times per month. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday through Thursday	10 AM-2 AM,
Friday and Saturday	10 AM-3 AM.
4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the first floor of the building. The Establishment shall not exceed 49 patrons inside and 12 in the back courtyard.
5. ***Sidewalk Café.*** Applicant will provide sidewalk café seating for no more than 12

patrons. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness. The sidewalk café shall close each day of the week no later than 2 AM or 3 AM, per legal closing time and there will be no service after these hours: Sunday through Thursday, 11:00 PM and Friday and Saturday, 1:00 AM.

6. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
7. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will ensure timely disposal that is the least disruptive to the neighbors and that commercial trash pick up will only take place between 7 a.m.-7 p.m.
8. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the ANC. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.
10. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. Applicant also specifically agrees to be the sole owner of the ABC license.
11. **Participation in the Community.** Applicant agrees to seek to maintain open communication with the community for which the ANC acts. To this end, Applicant

shall from time to time be represented at ANC 6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at the Old Naval Hospital, 921 Pennsylvania Avenue, SE, Washington, D.C. 20003. Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement,

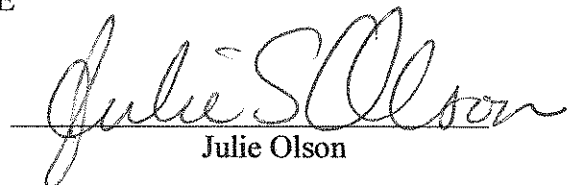
- 12 ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: Barracks Row Entertainment, LLC
Lola's
711 8th Street, SE
Washington, DC 20003
Attn: Xavier Cervera, Owner
(202)
Fax (202)


Xavier Cervera

ANC: Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20036
Attn: Julie Olson, Chair
(202) 543-3344
Fax (202) 543-3507


Julie Olson