Made the 9 day of June 2016 by and between Brilliant, LLC dba Flash at 645 Florida Ave., NW, Washington, DC (hereinafter "Applicant"), and ANC 1B (hereinafter "Protestants").

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter the Board") a request for the issuance of a Retailer’s License Class C for 645 Florida Ave., NW, Washington, DC; and,

WHEREAS, the parties subsequently have negotiated in an effort to address potential issues and/or concerns with regard to the issuance of the license; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to DC Official Code Section 25-446 (2001 cd.), commemorating their agreements;

NOW, THEREFORE, the parties agree as follows:

1. **Closing Hours and Last Call.** Applicant shall remain open at least one-half hour after "last call" is given, or one-half hour after ceasing the sale of alcoholic beverages, if last call is not given. The parties agree that these soft closing hours afford better and slower discharge of patrons during this one-half hour period to avoid less impact on the surrounding community.

2. **Outside Space.** No live music or live entertainment, except for a Disc Jockey, will be permitted on the roof deck or sidewalk patio. In addition, there will be no stereo speakers in the sidewalk patio area. Ambient sounds associated with interior speakers will not be considered a violation of the terms or intent of this provision. Applicant will also keep any and all rear doors on the ground level closed at all times.

3. **Trash/Rodents.** Applicant will have trash/dumpster pickup by a commercial hauler no fewer than three (3) times per week. Applicant will police the immediate environs of its premises daily and make its best efforts to keep said area clean of trash and debris. Trash pickup will commence no earlier than 8am. Recycling disposal in outside containers shall not occur between the hours of 11pm-8am. Applicant shall deposit trash and garbage only in dumpsters and shall see that dumpster covers fit properly and remain fully closed except for such times when trash and garbage is being added or removed. Applicant will mala: every reasonable effort to eliminate accessible food sources for rodents.

4. **Maintenance of Public Space.** Applicant will maintain public space outside the premises, including disposal of trash and debris from the alley behind its premises and the area immediately in front its premises.

Applicant acknowledges that failure to adhere to the restrictions recited in paragraphs 3 through 4, inclusive, above, will constitute grounds for the designated representative protesters, whose signatures are affixed hereunto, to petition the Board for Issuance of an Order to Show Cause, pursuant to DC Official Code Section 25-447 (2001 ed.), to ascertain Applicant’s compliance with the terms of this Agreement and/or if necessary to obtain compliance with these terms. Prior to so petitioning, however, the Designated representative protesters shall notify Applicant of any perceived violations and afford
Applicant a minimum of fourteen (14) calendar days in which to address or rectify the perceived violation.

The terms of this Voluntary Agreement in its entirety shall become effective upon ratification of this agreement by the District of Columbia Alcoholic Beverage Control Board. The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Applicant's request for issuance of its Retailer's license Class C.

In further consideration of, and reliance upon the forgoing commitments by Protestants, the Applicant hereby request that its Application for issuance of its Class C Retailer's License be issued.

In WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

PROTESTANTS,

THROUGH THEIR DESIGNATION REPRESENTATIVE PROTESTANTS:

BY: 

Brian Footer, ANC Commissioner, ANC 1B 01

APPLICANT

BY: 

Afshin Mottaghi, Brilliant, LLC dba Flash