

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

<hr/>)	
In the Matter of:)	
)	
Acott Ventures, LLC)	
t/a Shadow Room)	
)	
Application for a Substantial Change)	License No. 75871
To its Retailer's Class CN License)	Order No. 2008-300
at premises)	
)	
2131 K Street N.W.)	
Washington, D.C. 20037)	
<hr/>)	

Acott Ventures, LLC t/a Shadow Room, Applicant

Asher Corson, Chairperson, Advisory Neighborhood Commission 2A

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

AMENDED ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Acott Ventures, LLC t/a Shadow Room (Applicant), holder of a Retailer's Class "CN" license at premises 2131 K Street, N.W. has filed an Application for a Substantial Change to extend its hours of operation and sales and to increase its patron capacity on the establishment's two floors.

On November 6, 2008, the Board issued Order No. 2008-282, approving the Voluntary Agreement dated November 2, 2008, entered into by the Applicant and Asher Corson, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2A, and granting the extension of the hours of operation and sales and the increase in patron capacity. Upon further review, it was discovered that the Voluntary Agreement permits only the extension of the hours of operation and sales and not the increase in patron capacity.

Acott Ventures, LLC
t/a Shadow Room
License No. 75871
Page Two

Therefore the Board does hereby, this 12th day of November, 2008, **VACATE** that part of Order No. 2008-282 granting the increase in the patron capacity. All other terms and conditions of Order No. 2008-282 remain in full force and effect. Copies of this Order shall be sent to the Applicant and to the Protestants.

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson

Mital M. Gandhi, Member

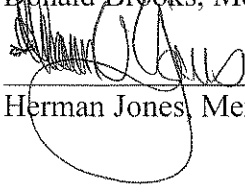
Nick Alberti, Member



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 AGREEMENT between ANC-2A and Shadow Room

This Voluntary Agreement made and entered into this 2nd day of November, 2008 (the "Agreement") is by and between Acott Ventures, LLC ("Shadow Room") and the Foggy Bottom and West End Advisory Neighborhood Commission ("ANC-2A").

WITNESSETH

Whereas, Acott Ventures, LLC, doing business as the Shadow Room, applied to extend its hours of operation and sales of alcoholic beverages, and to increase the capacity of the licensed premises of its Retailer's Class CN 02, License No. 75871, for the premises located at 2131 K Street, N.W., Washington, DC (published in the DC Register on September 19, 2008 (55 DCR 009831));

Whereas, ANC-2A has raised concerns about expanded hours of operation and an increased capacity relating to their effects on peace, order and quiet;

Whereas, the parties have discussed the concerns of ANC-2A and have reached an understanding related to the operation of the establishment;

Whereas, the parties hereto desire to enter into this Agreement and request that the Alcoholic Beverage Control Board approve the requested substantial change in hours, but not the requested substantial change in capacity, conditioned upon the Shadow Room's compliance with the terms and conditions of this Agreement, and ANC-2A's agreement not to protest the increase in hours;

Whereas, the parties jointly respectfully request that the Alcoholic Beverage Control Board give "great weight" to the concerns of ANC-2A and the resolution of those concerns by this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Hours of Operation and Sales. The Shadow Room's permissible hours of operation for which alcohol may be served shall be as follows:


Day(s)	Hours of Operation	Hours of Alcohol Service
Sunday - Thursday	11 A.M. - 2 A.M.	11 A.M. - 2 A.M.
Friday - Saturday	11 A.M. - 3 A.M.	11 A.M. - 3 A.M.

3. Withdrawal of Request for Increased Occupancy. The Shadow Room agrees to withdraw its request to increase the capacity of its licensed premises subject to the provisions of this Agreement's Binding Effect and Withdrawal of Protest section (paragraph numbered 12). It is understood by the parties that Shadow Room will not apply to the ABC Board for any increase in occupancy without first appearing before ANC-2A at a publicly-noticed meeting. Nothing herein shall be construed to prohibit the Shadow Room from making any other future requests to the ABC Board for changes in its occupancy.
4. Quiet Egress Signage. The Shadow Room will display conspicuously near the front exit doors two signs conveying to its patrons that they should be considerate and quiet when departing the premises as nearby residents can be affected by loud noises and talking. The signage will read, "Please be considerate of neighboring residents and keep your conversations and noise levels down to a minimum."
5. Reimbursable Police Detail. The Shadow Room has engaged a reimbursable police detail since opening for each day it is serving alcoholic beverages past 1:00 am, and commits to continuation of such a detail for not less than a minimum of three (3) months after this Agreement is binding in effect. The Shadow Room will encourage the assigned detail to monitor activities in front of the licensed establishment, the alleyway to the West of the entrance, and the corner of 22nd and K Street, NW. The parties acknowledge, however, that the police detail is not supervised by the Shadow Room and that the detail of uniformed police officers reports to Metropolitan Police Department commanders. Notwithstanding the above, if more than 100 patrons are expected to stay past 1 A.M., Shadow Room agrees to have an ABRA recognized certified security detail (2) present to monitor the exterior of the premises, in particular, the conduct of incoming and outgoing patrons in order to maintain peace, order, and quiet. Shadow Room will make best efforts to monitor its front area, side and back alleys, and the corner of K Street and 22nd Streets, NW.
6. Courtesy Escort Service. The Shadow Room upon request of a female patron will escort said patron to her car, a taxi or other vehicle, or to the Foggy Bottom Metro Station.
7. Valet and Self-Parking. The Shadow Room shall provide valet parking with up to 70 parking spaces available when events of 100 or greater patrons are expected. During events when fewer than 100 patrons are expected, or when the 70 allocated valet spaces are reserved or occupied, then those patrons seeking parking will be directed to self-park at the nearest open facility.

8. Queuing. The Shadow Room shall require any patrons queuing in front of the premises to line up down K Street to the East (towards 21st Street).
9. Restricted Advertising. There shall be no advertising specifically targeted towards undergraduate students.
10. Notice of Intent to Transfer ABC License. The Shadow Room shall appear before a publicly-noticed ANC-2A meeting to discuss any future contemplated transfer of the ABC license to new owners. Such appearance before ANC-2A shall occur prior to any transfer of the ABC license.
11. Compliance with ABRA Regulations. The Shadow Room will comply with all applicable District laws and regulations.
12. Binding Effect and Withdrawal of Protest. This Agreement shall not be binding in the event any protest of the substantial change request is lodged with the ABC Board and such protest(s) is not withdrawn. It is understood by the parties that withdrawal of any protest lodged is subject to the Board's approval of the submitted Voluntary Agreement, and this Voluntary Agreement, after approval, shall be binding upon and enforceable against the successors and assigns of the Shadow Room.
13. Modification. This Agreement may only be modified by the Board, or by mutual agreement of all the parties hereto with the approval of the Board.
14. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any counterpart.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed as of the date set forth hereinabove.

ACOTT VENTURES, LLC

By: 
Swaptal Das, President

Date Signed: 11/05/08

ADVISORY NEIGHBORHOOD
COMMISSION-2A

By: 
Asher Corson, Chairman

Date Signed: 11/05/08