

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

In the Matter of:)

Timehri International, Inc.)
t/a Timehri International)

Application for a Retailer's Class CT)
License - renewal)

at premises)
2439 18th Street, N.W.)
Washington, D.C)

Case no.: 29514-03/022P
Order no.: 2005-68

Timehri International, Inc., Applicant

Alan J. Roth, Chairperson, on behalf of Advisory Neighborhood Commission 1C, and
Denis I.E. James, ABC Licensing Chair, on behalf of the Kalorama Citizens Association,
Protestants

BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member
Eartha Isaac, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The renewal application, having been protested, came before the Board on May 7, 2003, in accordance with D.C. Official Code § 25-601 (2001). Alan J. Roth, Chairperson, on behalf of Advisory Neighborhood Commission 1C, and Denis I.E. James, ABC Licensing Chair, on behalf of the Kalorama Citizens Association, filed timely opposition by letters on April 7, 2003 and April 22, 2003.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. The agreement also includes two (2) documents that were submitted to the Board which are the "Agreement for Security Services" and the "Addendum to Agreement for Security Services," both of which are referenced in provision number six (6) of the agreement as "Exhibit A" and "Exhibit B", respectively. Pursuant to the agreement, dated June 9, 2004, the Protestants have agreed to withdraw

Timehri International, Inc.

t/a Timehri International

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their protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 27th day of April 2005, **ORDERED** that:

1. The protests of Alan J. Roth, Chairperson, on behalf of Advisory Neighborhood Commission 1C, and Denis I.E. James, ABC Licensing Chair, on behalf of the Kalorama Citizens Association, are **WITHDRAWN**;

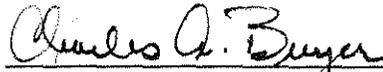
2. The renewal application of Timehri International, Inc., t/a Timehri International, for a Retailer's Class CT at 2439 18th Street, N.W., Washington, D.C., is **GRANTED**;

3. The above-referenced final agreement, is **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Protestants and the Applicant,

Timehri International, Inc.
t/a Timehri International
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District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



Vera M. Abbott, Member

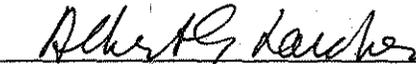


Judy A. Moy, Member

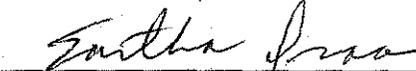
Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member



Eartha Isaac, 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.

ABCA filed 6/10/04
(b)

COOPERATIVE AGREEMENT CONCERNING FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT made and entered into this 9th day of JUNE 2004, by and between Timehri International, Inc. (hereinafter the "Applicant"), The Kalorama Citizen's Association and Advisory Neighborhood Commission 1C (hereinafter the "Protestant"), witnesseth:

WHEREAS, Applicant has filed an Application (No. 29514/03022P) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of the License for the premises known as Timehri International, Inc. located at the basement entrance of 2439 18th Street N.W., Washington, DC.

WHEREAS, The Protestant has filed before The Board a protest opposing the granting of this Application,

WHEREAS, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching cooperative agreements, the Parties hereto desire to enter into a cooperative agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this Agreement as a formal condition of its Application, and (2) Protestant will agree to the approval of the Application and withdrawal of the Protest provided that such Agreement is incorporated into the Board's order approving such Application, which order is thereby conditioned upon compliance with such Agreement,

WHEREAS, Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns,

NOW, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

HOURS OF OPERATION

The hours of operation shall be:

Monday	8 P.M. - 2 A.M.
Tuesday	8 P.M. - 2 A.M.
Wednesday	8 P.M. - 2 A.M.
Thursday	8 P.M. - 2 A.M.
Friday	8 P.M. - 3 A.M.
Saturday	8 P.M. - 3 A.M.
Sunday	8 P.M. - 2 A.M.

OCCUPANCY

Seating capacity will not exceed: 48 -ok

NOISE & MUSIC

Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including:

a) Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide to all Alcohol Beverage Control regulations, as amended.

b) Utilize the double doors of the premises' entry when music is being played or a sound amplification device is being utilized in such a way as to permit only one door of entry to be open at anytime for ingress and egress from the premises by patrons and staff.

c) Music from inside will not be audible inside surrounding residential housing areas.

d) Applicant will make every reasonable effort to preserve the tranquility of the neighborhood, and as such ask musical performers to do the same. MA DS only.

6-9-2004
ok DJ KCA

e) Applicant shall prevent loitering on the steps entering the establishment, ~~only security staff will be allowed to stand/linger on the steps to the entrance.~~ P.A. B/W

f) Applicant will disburse any and all noise or disturbances in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to enter those areas quietly at closing.

TRASH/GARBAGE/RODENTS - no waste - Fri weekly.

Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.

Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

Applicant will abide by the provisions of District of Columbia law and regulations regarding recycling of glass and bottles. Applicant agrees to segregate and recycle bottles and glass refuse apart from trash and agrees not to dispose of the bottles and glass refuse

in the outside trash dumpsters or recycling containers during the hours of 11:00pm and 8:00am.

EXTERIOR INCLUDING PUBLIC SPACE

Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

SECURITY

Hand copy

So long as an ABC license is in force, Applicant will employ or contract with a professional security company to provide, at a minimum, the services currently being provided by STRATEC, Inc. pursuant to the Agreement for Security Services attached hereto as Exhibit A and the Addendum to the Agreement for Security Services attached as Exhibit B. STRATEC, Inc. will continue as the security company to perform such security services for Applicant until such time as it may be replaced by another security company engaged to provide the same or a higher level service. Applicant will at all times during business operations maintain the level of security as outlined in these Exhibits.

On weekends and as it is deemed appropriate by management, Applicant will have a member of the management staff posted at the inner door, in addition to the two security officers contemplated by the Security Agreement and Addendum referred to above, to further screen patrons and supervise the security officers.

Applicant will have security personnel posted outside the establishment during business operations and after closing to discourage loitering outside the immediate vicinity and to serve as a neighborhood watch to alert the Metropolitan Police Department of any suspicious activity or potential threat to the safety of the community.

Applicant will turn up the lights inside the premises 15 minutes before closing and stop all music and amplification 5 minutes before closing. Security officers will facilitate the orderly exit of the premises by patrons.

ALCOHOL SERVICE

Applicant will restrict the serving of alcohol beverages in glass containers or bottles and constantly monitor the premises to ensure that glasses and bottles are restricted to use in the bar area only. Applicant will encourage the use of plastic cups by patrons.

Applicant will deny admission to any patron who appears to be intoxicated.

Last call for the sale of alcohol will be announced ½ hour prior to closing, each night of

Proof needed.

operation. All sales of alcohol will be stopped 15 minutes before closing.

APPLICANT AGREES TO COMPLETE AN ALCOHOL TRAINING AND AWARENESS TRAINING AND CERTIFICATION PROGRAM, AND TO PROVIDE SAME FOR ALL SERVERS OF ALCOHOLIC BEVERAGES AT HIS ESTABLISHMENT WITHIN SIX (6) MONTHS.
DRESS CODE & AGE LIMITATION

ok DJ KCA 6-9-2009
P. A. 6.9.04

BW 6/9/04

Applicant will maintain a strict dress code for entry to the facility by prohibiting admission to anyone who is inappropriately dressed.

Applicant will deny admission to any patron under the age of 21 years of age.

ANC & COMMUNITY RELATIONS

The President of Applicant will maintain a close working relationship with The Metropolitan Police District, ANC 1C and neighborhood civic associations by attending the PSA 303/ ANC 1C Public Safety and ABC meeting every month. Time and date to be determined by ANC 1C and MPD.

The President of Applicant will personally communicating with leaders of those entities on an ongoing basis, including at a minimum the Commissioner for SMD 1C07, the Chairperson of the ANC committee (or committees) with jurisdiction over ABC and/or public safety matters, and the Chairperson of the ANC 1C. Attendance of a designee at public and/or community meetings is a convenience for the benefit of the licensee, not a substitute for personal engagement by the licensee's regular management with the community.

Applicant will post its license, including this voluntary agreement, its certificate of occupancy, and all other District of Columbia Government business permits in an accessible and conspicuous place and will cooperate with any request for examination of these documents by a member of the MPD, ABRA staff and ANC 1C.

Applicant will cooperate with the landlord and all the tenants of the building to ensure their concerns are addressed in a timely and responsive manner. During operating hours, security personnel will monitor the stairway and entrance to the business and residential tenants above its establishment so as to discourage loitering on the stairway and blocking of the entrance.

Applicant agrees not to place outside in the public space or foyer any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects loud sound into the public space except during public festivals on 18th Street, including Adams Morgan Day.

Applicant agrees to operate the establishment under the terms of its license and will not relinquish its management of the establishment to any third party or entertainment promoter.

Applicant agrees not to place or cause to be placed any fliers, handbills or other similar

advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space in the Adams Morgan area.

Applicant agrees not to promote or participate in the bar or pub crawls, tours, or similar events.

MODIFICATION

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. If Applicant desires to modify the terms of this Agreement, then prior to implementing the changes, Applicant shall receive written agreement from ANC 1C after a majority of Commissioners shall have voted in favor of changes at a full public meeting, a quorum being present.

REGULATIONS

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this agreement shall preclude the ANC from filing an objection to any request by the applicant to the Board of Zoning Adjustment, or other effected agency of the District of Columbia.

WITHDRAWAL OF PROTEST

Protestant agrees to withdraw its protest provided that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid Application, which order is thereby conditioned upon compliance with such Cooperative Agreement.

Timehri International, Inc. 6.9.04

KCA 6.9.2004
EXECUTIVE VICE PRESIDENT ABC
LICENSING CHAIRMAN

ANC 1C 6-9-04

ANC 1C

EXHIBIT "B"

ADDENDUM TO AGREEMENT FOR SECURITY SERVICES

This Addendum to Agreement for Security Services is made this 15th day of July, 2003 (the "Effective Date"), by and between STRATSEC, INC., a District of Columbia Corporation with offices located in Washington, DC (hereinafter referred to as "Agency"), and Timehri International, Inc., a District of Columbia corporation, trading as Timehri (hereinafter referred to as "Employer"), and collectively referred to as the "Parties".

This addendum incorporates by reference the Agreement for Security Services signed by and between the parties on the 15th day of June, 2002, except that the provisions of Article 111, reading:

<u>Schedule of Personnel</u>	<u>Personnel</u>	<u>Time</u>
Tuesday through Thursday	1-2	9:00 pm-2:00am
Friday, Saturday	2-3	9:00 pm-3:00am
Sunday	1-2	10:00pm-2:00am

are amended as follows:

<u>Schedule of Personnel</u>	<u>Personnel</u>	<u>Time</u>
Tuesday through Thursday	3	9:00 pm-2:00am
Friday, Saturday	4	9:00 pm-3:00am
Sunday	3	9:00 pm-2:00am

and include the following paragraph:

One security officer shall be female for each shift. Security personnel shall be equipped with two-way radios with ear pieces. One security officer shall be assigned to patrol the immediate vicinity of the entrance and exit of the establishment during hours of business operations. Security officers shall be responsible to seek the assistance of the Metropolitan Police Department duty officers to discourage loitering in front of the establishment at closing. Security personnel are to enforce the establishment's "One Strike Rule" policy by identifying and denying admission to individuals known to have incited and instigated mis-conduct in the past.

IN WITNESS WHEREOF, the Parties hereto have caused Addendum to Security Agreement to be executed as of the day and year first written above.

STRATSEC, INC.

Timehri International, Inc.

By: _____
Ainsley F. Grant,
President

By: _____
Patrice Adams,
President

EXHIBIT "A"

AGREEMENT FOR SECURITY SERVICES

This Agreement is made this First day of June 2003 (the "Effective Date"), by and between STRATSEC, INC., a District of Columbia Corporation with offices located in Washington, DC (hereinafter referred to as "Agency"), and Timehri International, Inc., a District of Columbia corporation, trading as Timehri (hereinafter referred to as "Employer"), and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS Employer has the need of specific security services on such terms as set forth below; and

WHEREAS, Agency wishes to provide to Employer certain services in accordance with the terms set forth herein.

NOW, THEREFORE, in accordance of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I - TERM

- D. This Agreement shall commence on the Effective Date and shall remain in effect for one (1) year unless otherwise terminated as provided herein. Notwithstanding the above, the Agency or Employer may terminate this Agreement prior to the expiration date upon ten (10) working days written notice to the other party.
- E. All provisions of this Agreement which require performance or extend beyond the terms of this Agreement shall continue to be subjected to the terms and conditions of the Agreement subsequent to the expiration date or termination date.

ARTICLE II - SERVICES TO BE PROVIDED

- A. Agency hereby agrees to provide security for the establishment known as Timehri, located at 2439 18th Street, NW, Washington, D.C. 20009.
- B. Agency will follow the scope of work guidelines agreed upon by the parties.
 - 1. Security Management. Agency shall monitor and control ingress and egress to the premises, enforce dress code and age restrictions and ensure compliance with D.C. Fire Code and regulations and the security of persons and property.
 - 2. Facilitation of Local Law Enforcement Agencies. Agency agrees to establish and maintain a continuous relationship with the District of Columbia Metropolitan Police Department and to contact the District of Columbia Metropolitan Police Department in those instances where the welfare of patrons and employees and personal property may require law enforcement action.
- C. Agency shall perform the service described in Section II.A. as specified in oral or written task orders issued by Employer or its designated representative. Each task order issued orally may, in the discretion of Employer, be confirmed in writing.

ARTICLE III - REMUNERATION, INVOICING and SCHEDULING

- A. In consideration for the services to be provided hereunder, Employer agrees to pay Agency the rate and schedules as indicates below;

<u>Number of Security Personnel</u>	<u>Rate per Man Hour</u>
1 - 4	\$23.50
5 or more	\$21.50

<u>Schedule of Personnel</u>	<u>Personnel</u>	<u>Time</u>
Tuesday through Thursday	1-2	9:00 pm-2:00am
Friday, Saturday	2-3	9:00 pm-3:00am
Sunday	1-2	10:00pm-2:00am

- B. Agency shall invoice Employer on a weekly basis for services render. Each invoice shall specify the period covered by the invoice and such other information as may be reasonably requested by Employer. No advance payments will be made unless otherwise granted by Employer.

- C. Agency shall provide for and pay Agency's employee benefits including health, accident, and worker compensation fees and benefits and shall pay all employer/employee taxes and contributions required to be paid relating to their services provided hereunder. Agency shall indemnify, defend and hold Employer harmless from and against all taxes and obligation and will comply with all governmental regulations including the filing of necessary reports and returns.
- D. Upon termination or expiration of this Agreement, the total remuneration which may be claimed by Agency under this Agreement shall be limited to payment for the actual hours worked and Employer-approved cost incurred prior to the date of termination or expiration. There shall be no penalties imposed on either party for termination or cancellation of this Agreement.

ARTICLE IV - NON DISCLOSURE OF PROPRIETARY OR COMPETITION SENSITIVE INFORMATION

- A. Agency's employees, during the term of this Agreement will be exposed to and will work with highly confidential business data of Employer. All business information of Employer shall be and remain the exclusive property for Employer's own benefit and Agency shall not reveal to anyone other than authorized Employer's personnel the business methods or business information of Employer.

Business information shall include, but not be limited to, rates, client contracts, trade secrets, processes, financial information, pricing policies, names of employees, and all other Employer business and technological know-how.

- B. All confidential information described in the Article IV and all work paper, notes, records, documents or other material made or compiled by Employer, made available to Agency by Employer, is the exclusive property of Employer and shall be delivered to Employer upon termination or expiration of this Agreement or at any other time upon request.

ARTICLE V - INDEPENDENT RELATIONSHIP/ INDEMNIFICATION

- e) The relationship between Agency and Employer is an independent contractor relationship. Neither Employer nor any employee thereof is an agent of Agency, and Agency is not an agent of Employer. This Agreement does not and shall not be construed so as to entitle Agency to any of the benefits, privileges or other amenities of employment by Employer.
- f) Employer shall not be deemed by any of the provisions to this Agreement to have

assumed any liability or risk for health, welfare or safety of Agency's personnel and Agency agrees to defend, indemnify and hold Employer harmless from and against any and all loss, damage, workman's compensation liability, or injury which might be suffered by Agency activities under this Agreement.

- g) Agency shall obey all pertinent Employer rules and regulations while on Employer's premises, including those relating to the safeguarding of proprietary and sensitive information.

VI - PERSONAL CONTRACT

This contract constitutes a personal contract between the Parties to be performed solely by the Agency and cannot be assigned.

VII - ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties and shall not be modified unless done in writing signed by or on behalf of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

STRATSEC, INC.

Timehri International, Inc.

By: _____

Ainsley F. Grant,
President

By: _____

Patrice Adams,
President



March 21, 2005

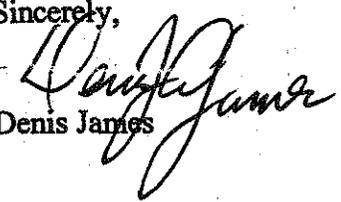
Mr. Fred Moosally, General Counsel
Alcoholic Beverage Control Board,
and ABRA
941 North Capitol Street, NE
Washington, DC 20002

Dear Mr. Moosally,

Enclosed please find the Agreement For Security Services (Exhibit "A") and an Addendum To Agreement For Security Services (Exhibit "B") for Timehri International t/a Timehri International Café, 2439 18th Street, NW, License Application No. 29514. These two documents are referenced in provision number six of the Cooperative Agreement submitted to the Board in June, 2004.

I hereby swear and aver that these submissions are in every respect identical to those originally submitted to the Board in June, 2004.

Sincerely,


Denis James

enc.