

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

In the Matter of:)
)
Southwest Social Scene)
t/a The Crucible)
)
Applicant for a)
Stipulated License)
Retailer's Class CX Club License)
)
at premises)
412 V Street, NE)
Washington, D.C. 20002)
_____)

License No.: ABRA-112781
Order No.: 2019-192

Southwest Social Scene, t/a The Crucible, Applicant

Bradley A. Thomas, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 5E

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Southwest Social Scene, t/a The Crucible (Applicant), and ANC 5E have entered into a Settlement Agreement (Agreement), dated March 19, 2019, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Bradley A. Thomas, on behalf of ANC 5E, are signatories to the Agreement.

Accordingly, it is this 10th day of April, 2019, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 5E.

District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


James Short, Member


Bobby Cato, Member

Rema Wahabzadah, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 19th day of ~~Mar~~ 2019 by and between Southwest Social Scene /a/ The Crucible ("Applicant"), at 412 V Street, NE, Washington, DC 20002 ABRA License # 112781 and Advisory Neighborhood Commission 5E (the "ANC"), (collectively, the "Parties").

PREAMBLE

Through this Agreement the Parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 5E community.

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class CX Club License ("Establishment") at 412 V Street, NE, Washington, DC 20002 (the "Premises");

WHEREAS, the ANC has concerns regarding the granting of this application;

WHEREAS, the Parties believe that the statements and provisions contained in this Agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement.

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

- Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
- Hours of Operation.** The hours of operation and hours of selling, serving and consuming alcohol shall not exceed:

Sunday:	2:00 p.m. - 2:00 a.m.
Monday - Friday:	4:00 p.m. - 2:00 a.m.
Saturday:	12:00 p.m. - 2:00 a.m.

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours

- Entertainment Endorsement:** Applicant may have entertainment inside the

establishment. The hours for indoor entertainment shall not exceed:

Sunday- Saturday: 5:00 p.m. - 2:00 a.m.

4. **Noise.** Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia laws and regulations, including D.C. Official Code § 25-725, and such provisions are incorporated by reference into this Agreement. Applicant shall make reasonable efforts to ensure that noise from the Establishment is not audible in any residential premises.
5. **Rat and Vermin Control.** Applicant shall maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
6. **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days notice before the non-breaching party can seek enforcement of the Agreement. If the breaching-party fails to cure within thirty (30) days, (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), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.
7. **Parking.** Due to community concerns about parking, Applicant shall make reasonable efforts to encourage patrons to refrain from parking in residential parking areas. Applicant shall make reasonable efforts to promote transportation options other than automobiles.

If to Applicant: Southwest Social Scene t/a The Crucible
412 V Street, NE
Washington, DC 20002
Attn: Frazier Botsford and Stephen Dale
Phone: 202-246-8910; 202-390-4955
Email: frazier@the-crucible.com and blackthorne001@gmail.com

If to ANC: Advisory Neighborhood Commission 5E
Attn: Bradley Ashton Thomas, Chair
Phone: (202) 670-0151
Email: 5e05@anc.dc.gov

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

8. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the

ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending license application and supports approval of a stipulated license.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

The ANC SE:

Date: 03/19/2019

Bradley Ashton Thomas
Bradley Ashton Thomas

APPLICANT:

Southwest Social Scene v/s The Crucible

By: [Signature]
Fraser Botsford

Date: 19 Mar '19