

*Settlement Agreement*

by and between

RASA MVT, LLC d/b/a RASA  
and  
Advisory Neighborhood Commission No. 6E

for premises located at  
485 K Street, NW, Washington DC 20001

**Recitations**

*WHEREAS*, RASA MVT, LLC (“Applicant”), is a corporation organized under the laws of the District of Columbia, and duly authorized to do business in the District of Columbia; and,

*WHEREAS*, the premises on 485 K Street, NW is located within Advisory Neighborhood Commission 6E (“ANC 6E”); and,

*WHEREAS*, the Applicant has filed for a new Class “C” Restaurant license under the D.C. Alcoholic Beverage Control Act (“Application”) with the ABC Board; and,

*WHEREAS*, the Application seeks approval to operate a new full-service Restaurant (“Restaurant”) and Sidewalk Café at 485 K Street, NW; and,

*WHEREAS*, the Applicant and ANC 6E (collectively, the “Parties”) desire to resolve potential issues in the operation of RASA located at 485 K Street, NW, (“Restaurant”) and enter into this Settlement Agreement (“Agreement”) in exchange for ANC 6E’s support of the Application.

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

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.

2. **Interior Hours:**

a.) The Hours of Operation on the interior premises shall be:  
i. Sunday through Thursday: 7:00am to 1:00am; and  
ii. Friday and Saturday: 7:00am to 2:00am.

b.) The Hours of Alcoholic Beverage Sales, Service, and Consumption on the interior premises shall be:  
i. Sunday: 8:00am to 1:00am;  
ii. Monday through Thursday: 8:00am to 1:00am; and  
iii. Friday and Saturday: 8:00am to 2:00am.

Provided, however (1) on days designated by the ABC Board as “extended Hours for ABC Establishments” Applicant may operate and serve alcoholic beverages for one additional hour (that is, one hour later); (2) in the event the Council of the District of Columbia or the ABC Board grant

licensees in general operating hours for particular dates, holidays or events (e.g. inauguration, World Cup), Applicant may avail itself to such extended hours; (3) on January 1 of each year, Applicant may operate and serve alcoholic beverages until 4:00am and may apply for permission a One Day Substantial Change provide Entertainment until 3:00am on January 1 of each year; (4) and on “Daylight Saving Time Extension of Hours” as designated by the ABC Board, Applicant may operate, sell, serve, and permit the consumption of alcoholic beverages for one additional hour later.

3. **Sidewalk Cafe.**

a.) Sidewalk Café Hours of Operation and Hours of Alcoholic Beverage Sales, Service, and Consumption: Sunday through Saturday: 11:00am to 11:00pm.

b.) No amplified sound, entertainment, live music, or karaoke shall be permitted on the Sidewalk Café outside the Restaurant.

4. **Public Space and Trash.** Applicant shall take reasonable measures to maintain the cleanliness of the premises and ensure the Sidewalk Café and adjacent public property is free of trash/waste, including the sidewalk in front of the Restaurant. Applicant shall cause extermination services to be provided to the Restaurant by a reputable exterminator on at least a monthly basis.

5. **Noise.** Applicant will comply with all D.C. Official Code §25-725:

a) During all times, amplified music emanating from the boundaries of the Restaurant's premises (except during times that the doors are open for ingress or egress) shall not be audible in the neighboring community.

b) Amplified sound emanating from the licensed premises that is audible in other nearby residential premises is prohibited.

6. **Construction of Agreement.** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 6E does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.

7. **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, within respect to a breach which reasonably requires more than thirty 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.

If to Applicant: RASA MVT, LLC  
Attn: Rahul Vinod, Co-founder  
Email: [rahul@rasagrill.com](mailto:rahul@rasagrill.com)


If to ANC: Advisory Neighborhood Commission 6E  
Attn: Rachelle Nigro  
Email: [6E04@ANC.DC.gov](mailto:6E04@ANC.DC.gov)

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

10. **No Protest.** Upon execution of this Settlement Agreement and its acceptance by the ABC Board, ANC 6E agrees to support Applicant's pending ABC license Application and shall refrain from filing a protest against Applicant's pending license application.


In witness thereof, the Parties, acting through their authorized representatives, have agreed to and signed this Settlement Agreement.

**RASA MVT, LLC**

By:   
\_\_\_\_\_ **Rahul Vinod, President**

Date: 05/05/2020

**Advisory Neighborhood Commission 6E**

By:   
\_\_\_\_\_ **Rachelle Nigro, Chair**

Date: 5/7/20