

Settlement Agreement

by and between
JOKR US CORP and JOKR - 1011 4th St NW, LLC t/a JOKR
and
Advisory Neighborhood Commission No. 6E
for premises located at 1011 4th Street, NW

Recitations

WHEREAS, JOKR US CORP and JOKR - 1011 4th St NW, LLC ("Applicant") has applied for a new Retailer's Class A ABC License under the D.C. Alcoholic Beverage Control Act ("Application") with the ABC Board;

WHEREAS, the Applicant's premises will be at 1011 4th St., NW, which is located within Advisory Neighborhood Commission 6E ("ANC 6E"); and,

WHEREAS, the Application seeks approval for a Tasting Permit Endorsement;

WHEREAS, the Applicant and ANC 6E (collectively, the "Parties") desire to resolve potential issues in the operation of JOKR located at 1011 4th Street, NW, ("Establishment") and enter into this Settlement Agreement ("Agreement") in exchange for ANC 6E's not filing a protest against 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. **Hours.** The proposed Hours of Operation and Hours of Alcoholic Beverage Sales shall be 8:00am - 12:00am daily.
3. **Public Space and Trash.** Applicant shall take reasonable measures to maintain the cleanliness of the premises including the public space immediately adjacent to the premises. Applicant shall engage in regular extermination and pest abatement services by a reputable exterminator on at least a monthly basis.
4. **Noise.** Applicant will comply with all D.C. Official Code §25-725:
 - a) During all times, amplified music emanating from the boundaries of the 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.

5. **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.
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' written 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: JOKR US CORP and JOKR - 1011 4th St NW, LLC t/a JOKR
1011 4th St., NW
Washington, DC 20001
Attn: Ralf Wenzel
Email: ralf@jokr.it

If to ANC: Advisory Neighborhood Commission 6E
P.O. Box 93020 Brentwood Station
Washington, DC 20090
Attn: Rachelle P. Nigro
Email: 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.

7. **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.

[signatures on the following page]

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

**Applicant:
JOKR US CORP**

By: DocuSigned by:
Ralf Wenzel
5B43C8D1C0E146F
Ralf Wenzel, CEO

10/28/2021
Date: _____

JOKR - 1011 4th St NW, LLC

By: DocuSigned by:
Ralf Wenzel
5B43C8D1C0E146F
Ralf Wenzel, CEO

10/28/2021
Date: _____

Advisory Neighborhood Commission 6E:

By: _____
Rachelle Nigro, Chair

Date: _____