

VOLUNTARY AGREEMENT

This Voluntary Agreement (the “**Agreement**”) is made and entered into as of the 13th day of September, 2012, by Narveer, Inc., the applicant in ABRA-083570 (“**Café of India**”), and Advisory Neighborhood Commission 3E (“**ANC**”) (Café of India and ANC 3E each being a “**Party**” hereunder or collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Café of India has sought permission from the District of Columbia Alcoholic Beverage Administration (ABRA) to operate a sidewalk café using the same hours the restaurant currently uses at a restaurant “Café of India it operates at 4909 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support Café of India’s application in ABRA-083570 (“Application”), in reliance in part on Café of India’s agreement to certain restrictions contained herein that will reduce potential burden on nearby residents;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Deliveries.** Café of India hereby agrees that it will adhere to all DCRA requirements regarding deliveries and will not accept any deliveries made outside of the legally permissible hours.
2. **Dumpsters.** Applicant agrees that to the extent it uses dumpsters to store food refuse that create odors in the neighborhood, it agrees to clean the dumpsters at least once a month and agrees to respond to requests from neighbors and the ANC for reasonable additional cleanings in the summer months to address food odors if necessary.
3. **Disability Access.** The applicant will be in compliance with all ADA and DCRA and DC Zoning requirements with regards to disability access to the outdoor seating area. The applicant will also add signage to the main entrance on Wisconsin Avenue to indicate that wheelchair access is accessible via a portable ramp used on the Emery Place entrance.
4. **Venting.** Applicant will abate the nuisance on surrounding residential property caused by noise and odor from the vent fan. Applicant has agreed to relocate the ventilation fan to the second floor of the building and move it further from the residential neighborhood by October 15th, 2012.
5. **Attendance at ANC Meetings; Modification.** Should the ANC receive complaints from constituents related to Café of India’s operations, one or more ANC members may ask Café of India to attend an ANC meeting. Should Café of India receive such a request, it will make every reasonable effort to ensure that an officer or senior staff member attends the meeting (or, if impracticable, the next practicable meeting) and works in good faith with the ANC and the community reasonably to address such complaints.

Café of India may ask the ANC at any time to modify this Agreement. Such a request shall be made in writing. The ANC may ask Café of India to appear at a meeting to present the request to the community. If the ANC agrees to modify the Agreement, such modification may come only pursuant to a formal ANC resolution and a writing signed by the parties.

4. **Miscellaneous Provisions.**

ABRA Adoption: The Parties agree to ask ABRA to incorporate this Agreement to fullest extent possible into any order it may issue regarding the subject application.

Waiver: The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

Binding on Survivors: All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the Parties hereto, their heirs, executors, administrators, personal representatives, and successors.

Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Assignment and Subcontracts: Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other Party.

Headings and Paragraphs: Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any Section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.

Counterparts: This Agreement may be executed simultaneously in one or more counterparts, by original or facsimile signature, and when executed by all Parties shall constitute one and the same Agreement.

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

Narveer, LLC

By:  Navjot Singh
Name:
Title: Owner

Advisory Neighborhood Commission 3E

By:



Name: MATTHEW FORMAN
Title: CHAIR