

## **VOLUNTARY AGREEMENT**

This Voluntary Agreement (the “**Agreement**”) is made and entered into as of the 14th day of October, 2021, by Verified Wines, LLC, the applicant in ABRA-118225 (“**Verified Wines**”), and Advisory Neighborhood Commission 3E (“**ANC**”) (Verified Wines and ANC 3E each being a “**Party**” hereunder or collectively, the “**Parties**”).

### **WITNESSETH:**

WHEREAS, Verified Wines has sought permission from the District of Columbia Alcoholic Beverage Administration (ABRA) to open a Retailer’s Class A Liquor Store at 4906 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support Verified Wines application in ABRA-118225 (“**Application**”), in reliance in part on Verified Wines’s agreement to certain restrictions contained herein that will reduce potential burden on nearby residents and businesses;

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

1.     **Limited Hours.** Verified Wines hereby agrees that it will end retail service to in-store customers by 9:30 pm. Nothing here shall prohibit Verified Wines’ staff members from fulfilling mail orders or otherwise remaining on the premises until 11 pm, so long as no customers are permitted in the store after 9:30 pm

2.     **Double Parking.** Verified Wines will post prominent signs inside and outside the establishment warning patrons not to double park to visit the store. If any Verified Wines staff member becomes aware that a patron who has double parked has entered the store, the staff member will refuse to serve the patron until the patron parks the car legally.

3.     **Incorporation.** The Parties agree to ask ABRA to incorporate the terms of this Agreement in any order it issues in the case.

4.     **Miscellaneous Provisions.**

**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 electronic 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.

VERIFIED WINES LLC

By: \_\_\_\_\_  
Name:  
Title:

ADVISORY NEIGHBORHOOD COMMISSION 3E

By: \_\_\_\_\_  
Jonathan Bender  
Chair