SETTLEMENT AGREEMENT

This Settlement Agreement (the "**Agreement**") is made and entered into as of the 19th day of October, 2025, by Max's Tavern, LLC, doing business as Max's Tavern Tenley, the applicant in ABCA-126121 ("**Max's Tavern**"), and Advisory Neighborhood Commission 3E ("**ANC**") (Max's Tavern and ANC 3E each being a "**Party**" hereunder or collectively, the "**Parties**".)

WITNESSETH:

WHEREAS the District of Columbia Alcoholic Beverage and Cannabis Administration (ABCA) notified the ANC that Max's Tavern seeks a Retailer's Class C Tavern with Entertainment Endorsement for an establishment it intends to operate at 4910 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, Max's Tavern wants to feature live music on its second floor; and

WHEREAS, the ANC believes that live music would benefit the community but a previous tenant at this location had live music that unduly bothered neighbors, but such problems were mitigated by a settlement agreement with restrictions similar to those contained herein; and

WHEREAS, ANC 3E agrees to support Max's Tavern's application in ABCA-126121 ("Application"), in reliance in part on Max's Tavern's agreement to the restrictions contained herein;

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

1. Soundproofing. Max's Tavern has taken or will take before opening the following steps to reduce noise leakage from the establishment to the neighborhood: added insulation within the walls to reduce noise transmission; installed soundproofing insulation on the ceilings; and replaced all windows with upgraded units designed to improve noise cancellation.

2. Limited Hours for Entertainment. Max's Tavern hereby agrees that it will not permit live music after 11 pm Sunday through Friday, and 12 pm on Saturday through Sunday. All live entertainment will take place on the second floor of the establishment.

3. Limited Hours for Load Out; Disturbance Minimization. Max's Tavern will take such steps as are necessary to ensure (1) that any bands or other providers of entertainment ("**Bands**") complete loading of their equipment in the alley behind Max's Tavern ("**Alley**") and vacate the Alley by 11:30 pm Sunday through Monday and 12:30 am Saturday through Sunday; (2) that its patrons, and any individuals associated with the Bands, vacate the Alley by thos same hours; and, (3) that Bands and any individuals associated with them, including without limitation Max's Tavern's patrons, comport themselves in as quiet a manner as reasonably possible during the period they are permitted to be in the Alley. Without limiting anything else in this paragraph, Max's Tavern shall be responsible to call the police if necessary to enforce the provisions in this paragraph. Max's Tavern

agrees to communicate the restrictions contained in this Agreement to Bands before they appear at Max's Tavern, and not to permit Bands that do not comply with said restrictions to appear again at Max's Tavern.

4. **Attendance at ANC Meetings; Modification**. Should the ANC receive additional complaints related to Max's Tavern's operations, one or more ANC members may ask Max's Tavern to attend an ANC meeting. Should Max's Tavern 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.

Max's Tavern may ask the ANC at any time to modify this Agreement. Such a request shall be made in writing. The ANC may ask Max's Tavern 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.

5. **Miscellaneous Provisions.**

ABCA Adoption: The Parties agree to ask ABCA 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.

MAX'S TAVERN LLC

By: Maximilian Bachmann
_____

Name: Maximilian Bachmann
Title: Owner

Advisory Neighborhood Commission 3E

By: Jonathan Bender
_____

Digitally signed by Jonathan Bender
DN: cn=Jonathan Bender, o, ou, email=jbender@ibusinesslawyer.com, c=US
Date: 2025.10.19 12:53:31 -04'00'

Name: Jonathan Bender
Title: Chair