

AGREEMENT
between the Liquor Licensee at 3351-53 Greenmount Avenue,
trading as Stadium Lounge
and Waverly Improvement Association, Inc.

This Agreement, dated November 17, 2016, is between Mr. Domingo Kim and Domingo Kim Enterprises, Inc., operating the BD-7 tavern establishment at 3351-53 Greenmount Avenue, trading as Stadium Lounge (all aforementioned parties collectively referred to as "Licensee") and Waverly Improvement Association, Inc., a community association within the boundaries of which the licensed premise is located. 3351-53 Greenmount Avenue shall hereafter be referred to as "the Property."

In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. RESPONSIBILITIES OF PARTIES.

A. LICENSEE AGREES TO THE FOLLOWING:

1. Visual Appeal of the Business:

- a. **In General:** Licensee shall make every effort to ensure that the exterior and interior of the Property look clean and inviting to customers and community members. Licensee shall place an outdoor commercial cigarette receptacle near the Property's front door for the convenience of his patrons. Licensee shall paint and maintain his fence and shall install planters containing vegetation where possible along the borders of the Property.
- b. **Meet with Waverly Main Street:** Licensee shall meet with a representative from Waverly Main Street within sixty (60) days of the effective date of this agreement to discuss grant and loan opportunities for facade improvements that are available to Waverly businesses.
- c. **Code violations:** If Licensee is cited by Baltimore City for any code violation at the Property, the Licensee shall fix the condition causing the violation within thirty (30) days of the citation.
- d. **Trash:** Licensee shall keep the Property and the sidewalks and gutters adjacent to the Property free of all litter, debris, trash, discarded bottles, cigarette butts, etc. Licensee shall remove all litter or trash and clean daily and shall dispose of trash properly and securely.



- e. **Graffiti:** Licensee shall remove all graffiti from the Property within five (5) business days.
- f. **Weekly cleaning:** Licensee or his agent or employee shall clean the sidewalks and gutters one block west, north and south and two blocks east from the Property, at least once per week.
- g. **Windows:** Licensee shall uncover and re-install windows on the exterior of the Property, after consultation with the Waverly Improvement Association, Inc. and with Waverly Main Street, within six months of the date of execution of this agreement.

2. **Exterior Lighting:**

- a. **Installation:** Licensee shall ensure that exterior lighting at the Property is in working order and in use from dusk until dawn and is pointed in the direction of the sidewalks and the rear of the Property.
- b. **Maintenance:** All exterior lighting will be maintained in proper working order. Licensee shall replace or repair burnt out bulbs and malfunctioning or misaligned light fixtures within three (3) days of notice to Licensee.

3. **Security:**

- a. **Cameras:** Licensee shall ensure that all security cameras at the Property are in working order. Licensee shall provide any footage to the Baltimore City Police Department and Baltimore City Liquor Board, upon request.
- b. **Personnel:** Licensee shall station at least one employee outside of the Property between 10:00 p.m. and 2:00 a.m. each night, Monday through Sunday, unless the business closes earlier, to ensure the peace of the neighborhood is not disturbed by patrons leaving the Property.
- c. **Signage/advertisements:** Licensee shall adhere to all laws and regulations regarding signage.

4. **Hours of Operation:** Licensee may operate during the hours of 9:00 a.m. until 2:00 a.m. daily.

5. Illegal Activity:

- a. Actively Discourage:** Licensee and agents or employees shall actively discourage illegal activity from occurring within or nearby the Property.
- b. Report:** Licensee shall immediately report to the Baltimore City Police Department all instances and suspected instances of criminal activity, including, but not limited to loitering, public drunkenness, fighting, and suspected drug transactions.
- c. 911 Log Book:** Licensee shall keep a 911 log book at the Property to record the date, time and a brief explanation of each time that Licensee or his agents have called 911.

6. Prohibited Items and Practices:

- a. No free alcohol:** Licensee and his agents shall not offer free alcoholic beverages to patrons.
- b. Sales to Inebriates:** Licensee and his agents shall not serve or sell alcohol to patrons who are visibly intoxicated.
- c. Sales to Minors:** Licensee shall not allow on-site purchase or consumption of alcohol by any person under the age of 21 at any time. Licensee shall not sell any other food, goods, supplies, or other merchandise (even if non-alcoholic) to any person under the age of 18 at any time. Licensee shall ensure that at least one alcohol management-certified employee is on duty at all times that the Licensee's business is open.
- d. Live entertainment:** Licensee shall not offer live entertainment at the Property.

7. Emergency exits: Licensee shall maintain at all times a means of egress at the Property in case of emergency, in compliance with the requirements of the Baltimore City Building Code.

8. Community meetings: Licensee shall attend two general meetings per year of the Waverly Improvement Association, Inc., and two general meetings per year of the Oakenshawe Improvement Association, Inc.

9. Contact person: Licensee shall identify at least one contact person to receive communications from the community. At the time of this Agreement, this contact person shall be Mr. Domingo Kim. He can be

contacted via telephone at (410) 710-1717 and by email at domingokim63@gmail.com. Waverly Improvement Association, Inc. shall be notified within 24 hours of any changes to the identity of the contact person, his/her telephone number, or email address, by email or written letter.

10. **Good Neighbor:** Licensee shall make every effort to ensure that the establishment performs as a positive member of the community. Upon receipt of formal, written notice of community concerns, including but not limited to noise, littering, loitering, and illegal activity, Licensee and its agents shall make any needed repairs, adjustments, and/or contact the Baltimore City Police Department for assistance.

B. WAVERLY IMPROVEMENT ASSOCIATION, INC. AGREES TO THE FOLLOWING:

1. **Contact Person:** Waverly Improvement Association, Inc. shall appoint up to two contact persons for communication with the Licensee, and shall design a system for community members to communicate through the contact person(s) to report concerns or complaints to Licensee. At the time of this Agreement, the community contact person(s) shall be Natalya Brusilovsky, who may be reached at (443) 416-7415 or wia21218@yahoo.com. Licensee's contact shall be notified within 24 hours of any changes to the identity of the community's contact person(s), telephone number(s), or email address(es).
2. **Report concerns:** Waverly Improvement Association, Inc.'s contact person(s) shall report all concerns directly to Licensee's contact person in writing. Email is an acceptable means of communication.

II. PUBLIC RECORD: This Agreement will be maintained in the public file at the office for the Board of Liquor License Commissioners for Baltimore City.

III. BREACH: Uncorrected disputes shall be submitted to the Board of Liquor License Commissioners for a public hearing. All parties agree that the restrictions in this Agreement are enforceable by the Board of Liquor License Commissioners for Baltimore City as restrictions on the license at 3351-53 Greenmount Avenue. **All parties request that the license be issued to Licensee with the following restriction printed on the license: "Hours of Operation: 9 a.m. to 2 a.m. This license is issued subject to the restrictions contained in the Agreement between the licensee and Waverly Improvement Association, Inc., executed November 17, 2016."** A material breach of this Agreement may lead to a civil court action for breach of contract.

IV. REPRESENTATIONS: Licensee and Waverly Improvement Association, Inc. respectively represent and covenant as follows:

- A. Each represents that it is authorized to enter into this Agreement;
- B. Each party has the duty to implement this Agreement in good faith;
- C. Each party shall notify promptly the other parties if the notifying party has decided to terminate its operations; and
- D. Each shall rely on the others' representations made in this Agreement.

V. TERMINATION OF THE AGREEMENT:

- A. All parties agree that either party may terminate the Agreement based on one or more of the following grounds:
 - 1. The Non-Terminating Party has committed a material breach of this Agreement; or
 - 2. The Non-Terminating Party has engaged in fraud or a material misrepresentation of fact against the Terminating Party.
- B. Both parties agree to give a minimum of 15 days written notice to the other party if either party desires to terminate the Agreement based on the grounds set forth above.

VI. GOVERNING LAW: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.

VII. SEVERABILITY AND INDEPENDENT COVENANTS: If any covenant or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining covenants and provisions shall continue in full force and effect. No covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed. Nothing in this Agreement shall be construed to require any party to violate any federal or state law, statute, or regulation.

VIII. ASSIGNMENT: No party may assign, transfer, or otherwise dispose of this Agreement to any other person, firm, organization, corporation, governmental body or any other entity, absent the written Agreement of all parties to this Agreement.

IX. AMENDMENT: This Agreement may not be modified or amended except in writing and signed by the parties hereto.

X. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties with respect to this subject matter. This Agreement supersedes all prior Agreements, arrangements, and communication between the parties, whether oral or

written. This Agreement is intended to be an integrated writing and any prior oral or written Agreements between the parties are merged into this Agreement and extinguished.

XI. JOINTLY DRAFTED: This Agreement shall be deemed to have been drafted by all parties while under the representation of legal counsel and, in the event of a dispute, shall not be construed against either party.

XII. NOTICES: Notices regarding this Agreement shall be delivered to the other parties by United States mail at the addresses set forth below:


Mr. Domingo Kim
Stadium Lounge
3351 -53 Greenmount Ave.
Baltimore, MD 21218

Waverly Improvement Association, Inc.
P.O. Box 7115
Baltimore, MD 21218

XIII. SIGNATURES:



Mr. Domingo Kim, Licensee and President
Domingo Kim Enterprises, Inc.



Date

Natalya Brusilovsky, Co-President
Waverly Improvement Association, Inc.

Date