

## **MEMORANDUM OF UNDERSTANDING (MOU)**

In consideration for the favorable support and endorsement of the Upper Fells Point Improvement Association (“UFPIA”) for the acquisition of a liquor license by SUBHODA PANTA (“Licensee”) at 309 S. Broadway (known as Sweet Carolina, the “Establishment”) and the approval of such from the Baltimore City Board of Liquor License Commissioners (BLLC), the parties mutually agree to the following terms and conditions, and Licensee agrees to have this MOU added as a condition of the License.

### **HOURS AND OPERATION OF ESTABLISHMENT**

Establishment may operate within the following timeframes: 8:00 a.m. until 1:00 a.m. Monday, Tuesday, Wednesday, and Thursday; 8:00 a.m. Friday morning until 1:30 a.m. Saturday morning; 9:00 a.m. Saturday morning until 1:30 a.m. Sunday morning; and 12:30 p.m. Sunday afternoon until 1:30 a.m. Monday morning.

In accordance with the law, the Establishment shall not serve alcohol to patrons who are visibly under the influence of alcohol or drugs, or are known vagrants in the neighborhood; specifically, establishment shall not, “sell or furnish alcoholic beverages to any person under the influence of alcohol or narcotic drugs or who is disorderly in manner or to any person known to be a habitual drunkard or user of narcotic drugs.”

Establishment shall have a minimum purchase requirement of four dollars (\$4.00) per item for the sale of any alcoholic products for off-site consumption. Establishment is not permitted to sell individual beers, liquor mini bottles, or malt liquor.

No music of any kind will be played after the hour of 12:00 a.m. except classical music may be played at a low decibel level until 1:00 a.m. This includes juke-box, CD player, iPod, and digital music storage devices.

Establishment may be allowed to have a lottery machine as licensed by the State of Maryland. Establishment may not have poker machines.

### **SECURITY**

Licensee will provide professional security guards from the hours of 9:00 p.m. to closing time each day.

Licensee and its employees will ensure that the area immediately adjacent to 309 S. Broadway is regularly patrolled and that customers of the establishment are not disturbing the neighbors. This includes ensuring that there is no loitering, no disorderly behavior or being loud verbally, and no playing of loud music.

Licensee and its employees will assist the management in maintaining a nuisance-free environment at all times.

Licensee and its employees will ensure that the area is free of patrons at the close of business, and that no patrons loiter or linger around neighboring businesses or properties.

Licensee and its employees will discourage illegal activity from occurring within or nearby this place of business and must immediately report to the Baltimore City Police Department any suspected instances of criminal activity including but not limited to prostitution, loitering, vandalism, public drunkenness, fighting, panhandling, and suspected drug activity. Licensee and its employees must cooperate with the Police Department. Licensee shall immediately notify police via 911 and 311 when any group larger than two people has gathered in front of the premises or on the corner with open containers. A record log of all calls to Baltimore City Police shall be available upon request of UFPIA.

Licensee and its employees will refrain from serving alcoholic beverages to minors and will not permit illegal gambling, in accordance with the laws of Baltimore City.

Licensee must engage a licensed security contractor to install security cameras on the exterior with a 360 degree view in front of the Establishment. Security Cameras must be registered with the Baltimore City Police CityWatch Community Partnership as well as any neighborhood system. Licensee must install in-store video cameras to help prevent theft of alcoholic beverages. Licensee must utilize a cloud-based storage system and store video for up to 90 days. Additional exterior lighting will be added as part of the physical facade improvements.

## **SIGNAGE/FACADE**

Licensee agrees to update the façade in compliance with CHAP guidelines. Signs should respect the existing architectural features and be compatible in scale, color, material, and design with the building. Neon and flashing signs are prohibited. Licensee is encouraged to apply for a Façade Improvement Grant from the Baltimore Development Corporation.

Licensees shall adhere to all City of Baltimore ordinances regarding signage and shall refrain from posting any advertisement for tobacco or alcohol in a manner that would make such advertisement visible from the outside of the establishment.

Licensee may have a reasonable sign with the name of the Establishment in the middle of the window in accordance with CHAP guidelines.

All windows and doors are to be closed when any TV program or music is being played including but not limited to programming and music from a TV, CD player, digital music storage device, or a juke-box.

## **AUDIO VOLUME LEVEL**

All sound systems will be limited in power to a CD player, digital music storage device, juke-box, or TV with no additional speakers allowed.

All audio will be played at a volume limit that is normal and customary for an unamplified musical performance, not to exceed local noise ordinances.

No music/TV should be heard outside the establishment, unless the door is temporarily open.

No speakers may be placed near or by the entrance or exit of the establishment.

### **UPKEEP OF THE ESTABLISHMENT**

Any and all modifications to the front of the building must be in compliance with CHAP guidelines and must be approved by CHAP.

Licensee and its employees shall ensure that the exterior and interior of the establishment are clean.

All items for sale must clearly display the sales price.

A standard smoking receptacle or urn will be installed and maintained by the Licensee and his employees in the front of 309 S. Broadway.

Licensee and its employees will ensure that the sidewalks and gutters in the front and rear of the premises are free of trash, broken glass, debris, and organic matter.

Licensee agrees to recycle all paper, plastic, glass, and aluminum cans.

Licensee shall actively participate in rodent and vermin prevention/remediation measures.

### **GOOD NEIGHBOR**

Licensee shall make every effort to ensure that Establishment performs as a presence in the community.

Licensee must maintain active membership in the Upper Fells Point Improvement Association (UFPIA).

Licensee agrees to participate in the Fell's Point Main Street Medallion Program if and when it is extended to the 300 block of S. Broadway.

### **PROMOTERS**

Licensee and its employees shall not use any third-party outside party promoters at any time to promote or host events, with the exception of wine-, craft beer-, or spirits-tastings. An admission must be charged for any tasting events.

Licensee may host not-for-profit community events.

Licensee and its employees will have sole responsibility for any and all activities and events that occur in the establishment.

**OUTDOOR TABLE SERVICE – NOT BEING REQUESTED BY APPLICANT.**

Any future plans to request outdoor table service must be discussed with the undersigned community organizations prior to application and may require an addendum to this MOU.

**VALET PARKING – NOT BEING REQUESTED BY APPLICANT NOR TO BE ALLOWED.**

**KARAOKE – NOT BEING REQUESTED BY THE APPLICANT NOR TO BE ALLOWED**

**DISC JOCKEY (DJ) – NOT BEING REQUESTED BY THE APPLICANT NOR TO BE ALLOWED**

**DANCING OR DANCE FLOOR – NOT BEING REQUESTED BY THE APPLICANT NOR TO BE ALLOWED**

**LIVE MUSICAL/SPEAKING ACTS – NOT BEING REQUESTED BY THE APPLICANT NOR TO BE ALLOWED**

The Licensee has agreed that he will enter into a specific separate MOU agreement before requesting any form of live entertainment, should he seek this permission at a future date.

**COMMUNITY ORGANIZATION RESPONSIBILITIES**

The undersigned Community Organization will attempt to resolve any conflicts with the Licensee at least fourteen days (14) prior to making a complaint to the Liquor Board.

The undersigned Community Organization will be generally supportive and neighborly with Licensee.

All notices, requests, demands, or other communications given here under or in connection with this Agreement shall be in writing directly to the Licensee.

**COMMUNICATION OF PARTIES**

The parties of this agreement must communicate in writing via the following addresses:

Upper Fells Point Community Association

President – [president@upperfellspoint.org](mailto:president@upperfellspoint.org)

Chair of Land Use Committee – [landuse@upperfellspoint.org](mailto:landuse@upperfellspoint.org)

Mailing Address: PO Box 38315, Baltimore, MD 21231

Licensee // Subodha Panta

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**ENTIRETY OF AGREEMENT**

This agreement represents the entirety of the understanding of the parties. The parties acknowledge that this agreement is part and parcel of the support of the undersigned community organization for the acquisition of a BD7 license at 309 S Broadway, Baltimore.

This agreement is contingent on the vote of our members to support this transfer and the proposed MOU. Without an executed and agreed upon MOU, UFPIA will withdraw their support and may submit a letter of opposition.

**IN WITNESS THEREOF THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW:**

\_\_\_\_\_  
SUBODHA PANTA, LICENSEE  
Sweet Carolina, 309 S. Broadway

DATE : \_\_\_\_\_

\_\_\_\_\_  
, President

DATE: \_\_\_\_\_

Upper Fells Point Improvement Association (UFPIA)