

AGREEMENT

This AGREEMENT, made as of this _____ day of November, 2012, by and between the undersigned party operating a home-based day care center as The Little Green Nest (the "The Little Green Nest") and the undersigned parents/guardians (each, a "Parent, and, collectively, "Parents") of the children for whom The Little Green Nest provides daycare.

WITNESSETH

WHEREAS, The Little Green Nest is located in the District of Columbia at Lot 2786, Square 106, more commonly referred to as 1353 Tuckerman Street, N.W., Washington, D.C. (the "Property"); and

WHEREAS, desiring to maintain the residential character and quality of the neighborhood, certain neighbors have expressed concerns about traffic and parking on the streets located in front of and behind The Little Green Nest; and

WHEREAS, The Little Green Nest desires to address the various concerns raised by the neighbors and recognizes the importance of living in harmony with the surrounding community, and further seeks to contribute toward the improvement of the neighborhood; and

WHEREAS, The Little Green Nest intends to operate with consideration for the neighborhood with respect to traffic and other factors, and to maintain communication with the neighbors to the fullest extent possible; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The Little Green Nest agrees to operate and manage the property in accordance with the following undertakings, and each Parent agrees to comply with the rules below applicable to Parents (specifically, items 2(a) and 2(b)):

1. The establishment and operation of the center will comply with and be subject to the terms of this Agreement and any order or approval issued by the Board of Zoning Adjustment for the District of Columbia (“BZA”).
2. Pick-up and drop-off procedures shall be as follows:
 - a. Parents using vehicles (hereinafter “Drivers”) to transport students enrolled in The Little Green Nest will park on the correct (right) side of the street while picking up and dropping off children at the Property;
 - b. When dropping off or picking up children Drivers shall (i) comply with all speed and other traffic laws; (ii) not block any driveway or garage; (iii) not obstruct the flow of traffic through any street or alley; (iv) not make any U-turns in the street or alley immediately in front of or behind the Property, or (v) not drive into or on or damage the property of any person.
 - c. For 30 minutes during morning and evening peak pickup and drop-off periods (now expected to be 7:45 A.M. to 8:15 A.M. and 5:45 P.M. to 6:15 P.M.), The Little Green Nest will cause at least one staff person to:
 - (i) be posted in front of the Property to direct all Drivers to park on Tuckerman Street and walk their youngsters to The Little Green Nest.
 - (ii) not allow Drivers to park in or obstruct any driveway or garage;
 - (iii) report to the ANC commissioner for the Single Member District any complaints made to The Little Green Nest regarding traffic or parking and how such complaints were resolved, including maintaining a log of the complaints; and

- (iv) monitor traffic and parking on the block on Tuckerman Street in which The Little Green Nest is located to assure that Drivers follow the pickup and drop-off rules.
- 3. Staff of the Little Green Nest will park in the driveway located at the rear of the Property.
- 4. The Little Green Nest will frequently communicate the rules contained herein to the Parents, verbally and through periodic correspondence.
- 5. Violations by any Parents of the requirements set forth herein will be handled as follows:
 - (1) All complaints received by The Little Green Nest will be documented by The Little Green Nest. The Little Green Nest will attempt to verify each complaint with witnesses or by examining any evidence provided by the party making the complaint. Following receipt of a complaint, the Parent involved will be given a notice of violation and warning.
 - (2) After receipt of any warning, the first verified violation (two or more witnesses or photograph) will result in a \$25 fine.
 - (4) The second verified violation will result in a \$50 fine and shall require a meeting between the Parent and the management of The Little Green Nest.
 - (5) The third verified violation will result in a \$75 fine and shall require a meeting between the Parent and the management of The Little Green Nest.
 - (6) The fourth verified violation will result in enrollment termination for the family from The Little Green Nest. Before an expulsion order is effective, the Parent will be permitted to appeal the order to a committee made up of one or more ANC Commissioners who represent Brightwood, two members of the community, one of which

must be a representative of the Brightwood Community Association, and one member representing Little Green Nest, will have the final authority to decide by majority (greater than 50%) vote whether the expulsion should be carried out.

(7) Fines collected from violators will be donated by The Little Green Nest to ANC 4A and will be used for community betterment in the discretion of the ANC 4A.

6. The Little Green Nest will meet with neighbors, or a committee appointed by neighbors, at reasonable times (no fewer than twice each year, which may occur at regularly scheduled BCA meetings so long as the management of The Little Green Nest has notified neighbors at least one week in advance that it will hear concerns and feedback at such meetings) following any request by neighbors to do so to review concerns, hear feedback, and take action, and shall provide neighbors with the name, telephone number and email address of a responsible person or persons associated with The Little Green Nest who can accept complaints, acknowledge a problem, take appropriate action, and monitor actions taken by others to alleviate the problem and prevent recurrence.
7. If any provision of this Agreement or any application thereof shall be declared to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect. Nothing herein will supersede the laws and regulations of the District of Columbia or prevent the parties hereto from seeking enforcement of said laws and regulations.
8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein.
9. All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
10. The provisions of this Agreement are binding on the successors and assigns of each party hereto.

11. Time shall be of the essence with regard to all matters contained within this Agreement.
12. This Agreement may be executed in counterparts, such that all counterparts when read together shall constitute one instrument.

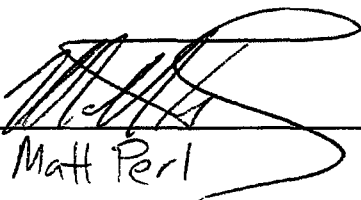
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

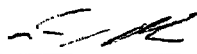
The Little Green Nest *Ia's Bilingual Nest*
By: Home Child Care

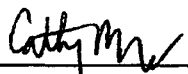
Name: Ana Maria Lora-Garcia

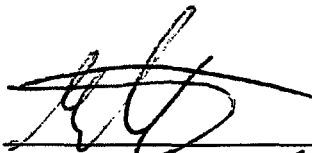
Title: Director

Parents:


Matt Perl


Hermanos Pineda


Cathy Berry


Gregory N. Anastopoulos


Anna Liwanag