



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

AGREED PLAN OF OPERATION

Licensee: NextExit, LLC
DBA: Brain Drain

Premises: 11 E. Illinois Street,
Chicago, Illinois 60611

Application Type: Public Place of Amusement (1050)

Account Number: 413759

Site Number: 1

Pursuant to the City of Chicago Municipal Code Section 4-156-320 (b), the City of Chicago Department of Business Affairs and Consumer Protection (BACP) and the above-named Licensee have agreed to the issuance of a Public Place of Amusement license (PPA) under the following conditions:

1. The use of the PPA license would be limited to the operation of an escape room business as a team-building, entertainment and tourist attraction, specifically for game rentals and corporate events. No other allowable use under the PPA license will be allowed at this location. No force will be used such as in a rage room.
2. Licensee agrees to operate the business during the following hours: Monday –Sunday opening no earlier than 10AM and closing no later than 12AM.
3. Licensee agrees to use the PPA under the following conditions:
 - a. Licensee agrees not to sell food on the premises.
 - b. Licensee agrees not to have any alcoholic beverages sold on the licensed premises. Licensee agrees not to apply for a liquor license and not allow BYOB.
 - c. Licensee agrees not to have a DJ or a dance floor.



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- d. Licensee agrees to have limited music and shall monitor noise levels emanating from the premises and shall take immediate action to alleviate and abate the excessive noise at any time while the premises are in operation.
4. Licensee shall regularly monitor the exterior area around the premises during all of its business hours in order to address and abate noise, loitering and littering complaints about Licensee's patrons or employees.
5. Licensee shall take steps to prevent the accumulation of litter by making an employee responsible for the outside cleaning duties throughout the day and at the end of each night. The employee will be part of the full time staff and will be responsible for picking up any trash that is located in front of, and adjacent to the premises of the establishment.
6. Licensee shall maintain sufficient trash containers to accommodate any additional waste generated in the unlikely event that extra waste is generated, and shall ensure that trash is properly disposed of on a regular basis.
7. Licensee shall deny entry to any person who is visibly intoxicated and shall notify local police of all unlawful acts witnessed by, or reported to, any of its employees, including instances of public intoxication, loitering, use of narcotic drugs, unlawful use of marijuana, or other public disturbances. Licensee shall train all employees regarding their duty to report such incidents. Licensee shall document all incidents reported to the police in a written log and shall retain all incident reports generated for no less than one (1) year.
8. Licensee shall disallow the formation of lines on the exterior of the premises.
9. Licensee shall immediately address any public nuisance issues which adversely impact the health, safety, and welfare of the community.
10. Licensee agrees that in the event the BACP receives a complaint, Licensee shall cooperate fully with any investigation, including, but not limited to, submitting any requested records.
11. Licensee shall cooperate with any law enforcement agency, including but not limited to the Chicago Police Department, with investigations and requests for information.



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12. Licensee agrees not to expand the premises without, first, applying to the City of Chicago for the right to expand the premises.

13. Licensee shall immediately notify the police of any illegal activity, such as fighting, disturbances of the peace, public intoxication or any criminal activity viewed in and around the licensed premises.

14. Licensee will display a sign in a conspicuous location near the front door inside the Premises that reads, "Please Respect Our Neighbors, Please Exit Quietly and Do Not Loiter."

15. Licensee shall discourage any illegal parking of vehicles by its patrons in front of and around the licensed premises by refusing service to any such person who parks a vehicle illegally and Licensee's personnel will monitor the exterior of the licensed premises to prevent and deter patrons from parking illegally.

16. Licensee will not utilize the services of a valet company to relocate patrons' vehicles. Licensee will not request dedicated parking, including but not limited to, a loading zone, standing zone, or a tow-away zone, to be used at a "valet loading zone."

17. If Licensee has security cameras monitoring the licensed premises, then Licensee shall be bound by the following restrictions: Licensee shall index all camera recordings by date and time. Licensee will preserve all camera recordings on Licensee's computer system for at least seven (7) days after recording. All camera recordings will be maintained on hard drives for a minimum of 72 hours from record date. All camera recordings will be stored at the licensed premises in a secure manner within its offices, the access to which shall be limited only to authorized Licensee personnel. All camera recordings will be made immediately available to the Chicago Police Department upon request.

18. Licensee shall encourage its patrons to engage in public means of transportation by posting appropriate signage.

19. Licensee agrees to meet with local Aldermen, City agencies and all local community groups at their request to identify, address and resolve issues reasonably attributed to Licensee's business operations. Licensee may designate an agent, who is legally authorized to act for and on behalf of the Licensee, to attend and participate in meetings identified in this section.



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20. Licensee shall enforce all applicable City and State non-smoking laws as they relate to both the interior and the exterior of the premises.
21. Licensee agrees that this plan of operation cannot be modified or amended without input by the local Alderman.
22. While Licensee may enlist the services of traditional PR firms, ad agencies, event planners and the like, Licensee will not employ so-called "promoters" or unlicensed persons or entities to market or promote any entertainment activities conducted at the premises.

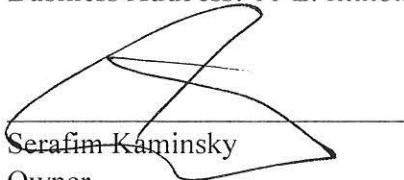
The agreed conditions of the public place of amusement license issued pursuant to this plan of operation are legally binding and may be enforced by the City of Chicago enforcement authorities under Section 4-60-040 (h) of the City of Chicago Municipal Code. All other conditions of the license are governed by the City of Chicago Municipal Code. Violation of conditions may also result in the issuance of Cease and Desist Orders prohibiting the activity which violates the conditions of the public place of amusement license.

The agreed conditions of the public place of amusement license shall apply to the business address and licensee and to all officers, managers, members, partners and direct or indirect owners of the entity of which is licensed. The sale of the business to other persons purchasing the stock of the licensed entity shall be subject to the same agreed conditions set forth in this plan of operation.

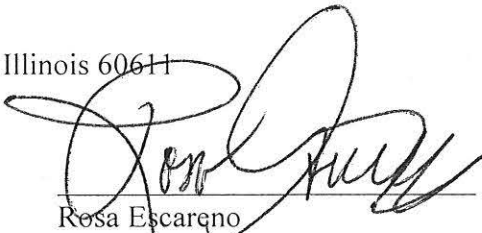
It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this Plan of Operation next to the Public Place of Amusement License certificate in a conspicuous place at the business address.

Licensee: NextExit, LLC / DBA: Brain Drain

Business Address: 11 E. Illinois Street, Chicago, Illinois 60611


Serafim Kaminsky
Owner

10/13/2017
Date


Rosa Escareno
Commissioner
City of Chicago
Business Affairs and Consumer Protection