

AGREED LIQUOR LICENSE PLAN OF OPERATION

Licensee:	Floating World Gallery, Ltd. DBA: <i>Floating World Gallery</i>
Premises:	1925 North Halsted Street, Floor 1 Chicago, IL 60614
Application Type:	Consumption on Premises-Incidental Activity Liquor and Public Place of Amusement
Account:	323915-1

The City of Chicago Department of Business Affairs & Licensing and Local Liquor Control Commission (collectively "BACP") and the above named Licensee have agreed to the issuance of Consumption on Premises – Incidental Activity Liquor and Public Place of Amusement Licenses ("Licenses") under the following conditions concerning the operation of the business:

- Licensee shall limit the use of both the Licenses for event space rentals and hosting of events at the Premises. Licensee shall limit the number of events held at the Premises, in calendar year 2016, to no more than one hundred (100) events. Licensee shall not pursue a Retail Food License, nor a Late Hour Liquor License. At-the-door tickets sales are prohibited for admission to any event at the Premises.
- 2. Licensee shall restrict the hours of operation of the Premises, and specifically, all events held at the Premises shall end at 12:30 a.m. or at 1:30 a.m. on New Year's Day only. Notwithstanding the foregoing, the playing of amplified music or sound and the service of alcohol shall cease at 12:00 a.m. or at 1:00 a.m. on New Year's Day only.
- 3. During all events held at the Premises, Licensee shall have an on-site employee (the "Event Monitor") who shall monitor noise levels emanating from the Premises and shall take immediate action to alleviate and abate excessive noise at any time while the Premises are in operation. The Event Monitor shall regularly patrol the exterior area around the Premises during events in order to address and abate noise, loitering and littering complaints about Licensee's patrons or employees. Licensee shall provide the cell phone number of the Event Monitor to all residents residing adjacent to the Premises. The Event Monitor shall direct any vehicles attending to matters or business at the Premises which



are blocking the adjacent residential driveway to move.

- 4. After the start of events held at the Premises, and specifically after 7:30 p.m., Licensee shall prohibit its patrons from (i) accessing the gangway area located between the Premises and the private residences to the south of the Premises, (ii) accessing the rear exterior stairs that lead to the roof of the Premises, and (iii) accessing the roof of the Premises. Further, if patrons smoke in the vicinity of the Premises, Licensee shall instruct patrons to do so to the west of the Premises on Halsted Street at least 15 ft. to the south of the front entrance of Premises and 15 ft. to the north of 1919 N. Halsted Street. In addition, Licensee shall prohibit the preparation of food in any outdoor space, except that grilling shall be permitted until 7:30 p.m., no more than six (6) times per year.
- 5. During events held at the Premises, Licensee shall close the gate connecting the gangway to the public sidewalk and prohibit its employees and agents from using the gangway area, after 12:00 a.m.
- 6. Licensee shall store and remove garbage from the Premises on a regular basis and consistent with Chicago Board of Health Rules and Regulations and the Municipal Code of Chicago, and shall keep garbage containers in good repair and stored in the gangway area. Licensee shall limit disturbances to nearby immediate neighbors by prohibiting the loading and unloading of garbage containers by waste management services until the following morning, but not before 8:00 a.m. on Mondays through Fridays, and not before 10:00 a.m. on Saturdays and Sundays. All care shall be taken by Licensee to limit noise and disturbance when garbage containers are being loaded or unloaded. During events, all employees will move and place garbage carefully and quietly into the dumpsters or trash containers so as to minimize noise, and in no case shall employees do so after 12:00 a.m. All garbage and rubbish will be removed and disposed of daily or at such other frequency as may be necessary to prevent a nuisance. If warranted, the Licensee shall increase the frequency of pick-ups to ensure no excess garbage accumulates in the nearby area.
- 7. At the conclusion of an event, Licensee shall remove all event equipment (i.e. tables, chairs, audio equipment, etc.) through the front door of the Premises, and not through the gangway area.
- 8. Licensee has previously installed a sound proof door located at the side entrance of the gangway area and replaced the window above the door with brick. Licensee agrees that this side entrance door shall remain closed at all times after 7:30 p.m. during events at the Premises.

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- 9. Licensee has previously replaced the two windows located to west of the side entrance door with glass block.
- 10. Licensee shall prohibit the use of subwoofers on the Premises.
- 11. Ample parking for Licensee's patrons is currently available at the parking garage immediately adjacent and to the north of the Premises. Should the capacity of the parking garage become insufficient to service Licensee' patrons in the future, Licensee shall enter into a contract with a duly-licensed valet parking company to provide valet parking services to Licensee's patrons.
- 12. Licensee shall immediately notify the Police of any illegal activity viewed in and around the Premises.
- 13. Licensee shall apply for and pay for the installation of driveway clearance signage, as provided by the City of Chicago Department of Transportation, to prohibit any parking in front of the two residential driveways immediately south of the Premises.
- 14. During all events held at the Premises, 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 incorporate the restrictions on the use of the Premises contained in this Plan of Operation into all contracts used for the rental and use of the Premises. This shall include providing a copy of this Plan of Operation as an addendum or exhibit to such contracts.
- 16. Notwithstanding anything contained herein to the contrary, Licensee agrees not to sell, lease, or otherwise transfer, temporarily or permanently, the entity holding the Licenses to any other person or entities attempting to purchase its membership units.

The agreed conditions of this Plan of Operation are legally binding and may be enforced by City of Chicago enforcement authorities. Violation of the above stated agreed conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to the licensee.



The agreed conditions of this Plan of Operation shall apply to the Premises and Licensee and to all officers, managers, members, partners and direct or indirect owners of the licensed entity. 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 City of Chicago License Certificates issued to Licensee in a conspicuous place at the Premises.

Licensee: Floating World Gallery, Ltd.

Business Address:

1925 N. Halsted Street, Floor 1, Chicago, Illinois 60614

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William Stein, President Floating World Gallery, Inc.

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Date

Gregory J. Šteadman City of Chicago Local Liquor Control Commissioner

Date